**Articles of Association**

**of** **Global Tech Innovate (GTI) Limited**

**(A Private Company Limited by Shares)**

**1. Company Name** 1.1 The name of the company is Global Tech Innovate (GTI) Limited (the "Company").

**2. Registered Office** 2.1 The registered office of the Company will be situated in the Abu Dhabi Global Market.

**3. Business Activities** 3.1 The business of the Company is to engage in any lawful act or activity for which a company may be organised under the ADGM Companies Regulations 2020, including but not limited to general commercial activities.

**4. Liability of Members** 4.1 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

**5. Share Capital** 5.1 The authorised share capital of the Company is AED 100,000 divided into 100,000 shares of AED 1.00 each. 5.2 The shares may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by ordinary resolution determine.

**PART 2 - DIRECTORS**

**10. Directors' Powers and Responsibilities** 10.1 Subject to the provisions of the ADGM Companies Regulations 2020, the memorandum, and any directions given by special resolution, the business of the Company is to be managed by the directors, who may exercise all the powers of the Company.

**11. Quorum for Directors' Meetings** 11.1 The quorum for the transaction of business at a meeting of directors is two directors.

**PART 3 - GENERAL MEETINGS**

**18. General Meetings** 18.1 The Company should endeavor to hold an Annual General Meeting in each financial year. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

**19. Notice of General Meetings** 19.1 At least 14 days' notice must be given of a general meeting.

**PART 4 - MISCELLANEOUS PROVISIONS**

**25. Governing Law and Jurisdiction** 25.1 These Articles and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Abu Dhabi Global Market. The parties irrevocably agree that the courts of the **Dubai International Financial Centre (DIFC)** shall have exclusive jurisdiction to settle any dispute or claim.