**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. **[AI REVIEW: Amend the clause to include the complete and precise registered office address, including building name, floor number, and any other relevant details as required by ADGM regulations. Cross-reference the exact requirements of Section 74 of the ADGM Companies Regulations 2020 to ensure full compliance. (Severity: High)]**

**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. **[AI REVIEW: The clause should be amended to explicitly list all the specific business activities the company intends to conduct. Cross-reference these activities with the ADGM's list of permitted activities to ensure compliance. The clause should also include a statement that the company will not engage in any activities outside of those explicitly listed unless prior written approval is obtained from the relevant ADGM authority. (Severity: High)] [AI REVIEW: Replace 'general commercial activities' with a more precise and exhaustive list of the specific commercial activities the company will undertake. This list should be detailed enough to leave no room for ambiguity and should align with the company's license and the ADGM's regulatory framework. (Severity: Medium)]**

**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. **[AI REVIEW: Amend the clause to either (a) allow the directors to set the quorum (within the regulatory minimum of two), clearly stating that the quorum can be amended, or (b) provide a clear rationale for setting the quorum at two, and consider increasing the quorum if appropriate for the size and complexity of the company. Reference the ADGM's relevant regulations for quorum requirements in the clause. (Severity: Medium)] [AI REVIEW: Add a reference to the relevant ADGM regulation or the company's articles of association that grants the power to determine the quorum. For example, add a sentence such as: "This quorum is set in accordance with Article [Article Number] of the Company's Articles of Association and the relevant provisions of the ADGM regulations." (Severity: Low)]**

**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. **[AI REVIEW: Review and revise clause 19.1 to explicitly address the notice period for both general meetings and adjourned meetings, ensuring compliance with the ADGM requirements outlined in the provided model articles. Consider adding a separate subclause (e.g., 19.2) to specifically address adjourned meetings to avoid ambiguity. (Severity: Medium)]**

**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. **[AI REVIEW: Amend the clause to reflect that the courts of the Abu Dhabi Global Market (ADGM) shall have exclusive jurisdiction to settle any dispute or claim. This aligns with the ADGM's legal framework and avoids potential conflicts of jurisdiction. (Severity: High)]**