THE DUBAI INTERNATIONAL FINANCIAL CENTER COURTS

IN THE COURT OF FIRST INSTANCE

CLAIM CFI-066-2024

BETWEEN:

1 - KLESTA ESHJA
(the "First Claimant")

2 - HAIR CREATORS SALON LLC
(the "Second Claimant")

Claimants

AND

1 - SALAH MASRI a.k.a SALAH MOHAMED ADEL AL MASRI
(the "First Defendant")

2 - HAIR CRAFTERS COMPANY LTD
(TRADING NAME THE GROVE SALONS) a.k.a HAIR BY SALAH
(the "Second Defendant")

3 - LULLIA VALLIULINA
(the "Third Defendant")

4 - HAIR CREATORS LTD - LADIES ONLY HAIR BY ROJIN
(the "Fourth Defendant")

Defendants

STANDARD PRODUCTION OF DOCUMENTS
The Second Defendant
19 / September / 2025

Annexure D29 - Supporting Documents

Statement of the present document

Document Description	The Second Defendant DIFC Verified Share Certificate and Standard Articles of Association copies
Document Referencing	Annexure D29
Date and or Duration	13 / Aug / 2024
Document Provenance and Record of Discovery	The Documents received form DIFCA via Portal and email account Brought as is into this document
Certification of Accuracy	100 % accurate to original
Validity of the previously filed copy	Still Valid and reliable
Form of the original	Digital and Scanned

Date: 13-Aug-2024

The DIFC Registrar of Companies or his authorized delegate, hereby certifies that the attached is a true copy of the original document presented by The Hair Crafters Company Ltd., a Private Company registered in the DIFC with registered No. 1280 on 13-Aug-2024. The DIFC Registrar of Companies does not certify the authenticity of the document or its content.

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SR No: SR-316630

Dubai International
Financial Centre
The Gate, Level 14
P.O. Box 74777, Dubai, UAE
+971 (0)4 362 2222
difc.ae

Number of Shares: 1000

Share Class: Shares

Total Number of Shares in Class: 1000

[THE HAIR CRAFTOERS COMPANY LIMITED]

Incorporated under the Companies Law,
DIFC Law No. 5 of 2018, as a[Private] Company
Registration Number [1280]
Date of Incorporation [08-Aug-2024]

THIS IS TO CERTIFY that [IULLIA VALIULLINA] at DIFC, Liberty House Tower Floor C, unit C04 is the registered proprietor of [1000] of [Shares] class shares with a nominal value of [USD] [100] each in the above named Company, issued subject to the Articles of Association of the Company.

Given *under the common seal of the Company,*
[12,Aug,2024]

[IULLIA VALIULLINA]
[Chairman of the Board/Director]

[IULLIA VALIULLINA]
Company Secretary/Director

THE HAIR CRAFTERS COMPANY LLC
PO BOX 506747
DUBAI, UAE
THE GROVE SALONS

The Hair Crafters Company Ltd
PO Box 506747,
Dubai, UAE
Tel: +971 4 3526300
www.thehaircraftersco.com / www.thegrovesalons.com

Date: 08-Aug-2024

The DIFC Registrar of Companies or his authorized delegate, hereby certifies that the attached is a true copy of the original document presented by The Hair Crafters Company Ltd., a Private Company registered in the DIFC with registered No. 1280 on 08-Aug-2024. The DIFC Registrar of Companies does not certify the authenticity of the document or its content.

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SR No: SR-315285

Dubai International
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difc.ae

STANDARD ARTICLES OF ASSOCIATION FOR PRIVATE COMPANIES

COMPANIES LAW, DIFC LAW NO. 5 OF 2018

[THE HAIR CRAFTERS COMPANY] [Limited]

(the "**Company**")

A Private Company

1. INTERPRETATION

In these articles;

(i) the following terms shall have the meanings set opposite, if not consistent with the subject or context;

'**Articles**'	means these articles of association of the Company.
'**Board**'	means the board of Directors of the Company.
'**Directors**'	means the directors for the time being of the Company or, as the case may be, those directors assembled as a Board or as a committee of the Board.
'Incorporator'	means a person who agrees to subscribe for Shares in the Company and to whom Shares are allotted and issued upon incorporation of the Company.
'Law'	means the Companies Law No. 5 of 2018 including any statutory modification or re-enactment thereof for the time being in force.
'**Office**'	means the registered office of the Company.
'**Ordinary Resolution**'	means a resolution of a duly constituted general meeting of the Company's Shareholders passed by a simple majority of the votes cast on behalf of the Shares entitled to vote through or on behalf of the Shareholders present in person or by proxy and voting at the meeting. It includes any unanimous written resolution of the holders of Shares entitled to vote, expressed to be an ordinary resolution.
'**Register of Directors**'	means the register or the Directors of the Company.
'**Register of Shareholders"**	means the register of Shareholders of the Company.
'Regulations'	means legislation made by the Board of Directors of the Dubai International Financial Centre Authority under the Law and are binding in nature.
'Secretary'	means the secretary of the Company, if any, or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.
'**Shareholder**'	a person entered in the Register of Shareholders as the holder of a Share in the Company.
'Shares'	means shares in the Company.

'**Special Resolution**'	means a resolution in respect of which notice of intention to propose the resolution has been given, and that has been passed by the positive vote of Shareholders holding at least 75% of the Shares entitled to vote on the resolution.
'**the holder**'	means in relation to Shares means the Shareholder whose name is entered in the Register of Shareholders as the holder of the Shares.
'Transmittee'	means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law.

(ii) unless the context otherwise requires, words or expressions defined in the Law, shall have the same meanings herein but excluding any statutory modification thereof not in force when these Articles become binding on the Company;

(iii) unless the context otherwise requires:

(a) words in the singular shall include the plural and vice-versa;

(b) words in the masculine shall include the feminine; and

(c) words relating to natural persons shall include companies, entities, associations or bodies of persons whether incorporated or not.

(iv) the word "may" shall be construed as permissive and the word "shall" as imperative.

(v) the headings herein are for convenience only and shall not affect the construction of these Articles;

(vi) reference to a "Dollar" or "Dollars" (or "US$") are references to Dollars, legal currency of the United States of America;

(vii) references in these Articles to "writing", in relation to any document, instrument, certificate, notice, register or communication means a legible form of the information that is capable of being reproduced in tangible form, in any medium (including electronic means). For the avoidance of doubt, the Company may, with the consent of a Shareholder, communicate with that Shareholder by electronic means.

(viii) references to statutes are, unless otherwise specified, references to the laws, regulations and other statutes of the Dubai International Financial Centre and, subject to paragraph (ii) above, include any modification or re-enactment thereof for the time being in force; and

(ix) where an Ordinary Resolution is expressed to be required for any purpose, a Special Resolution is also effective for that purpose.

2. COMPANY NAME

The Company's name is [THE HAIR CRAFTERS COMPANY] [Limited].

3. COMPANY REGISTERED OFFICE

The Registered office of the Company will be situated in the Liberty House Tower Floor C C04, Dubai International Financial Centre, Dubai, United Arab Emirates.

4. COMPANY OBJECTIVES

The principal business activities of the Company are to:

(i) carry on business in pursuit of the activities described under the Commercial Licence issued to the Company under the Law and Regulations;

(ii) do all other things that are, in the opinion of the Directors to be incidental or conducive to such activities; and

(iii) engage in any lawful activity,

in accordance with the Law, Regulations and any other DIFC laws or laws applicable in the DIFC.

5. LIABILITY OF SHAREHOLDERS

The liability of Shareholders is limited to the amount, if any, unpaid on the Shares held by them in the Company.

6. SHARE CAPITAL

A. No Share shall be issued for less than its nominal value.

B. The initial share capital of the Company represented as per the table below:

Share Class	Total Number of shares issued to the Incorporators	Nominal value per share (USD / applicable currency)
1000 Shaers	1000 Shares	100 USD

7. COMPANY'S SHARES

A. Subject to the provisions of the Law and these Articles:

(i) without prejudice to any rights, entitlements or restrictions attached to any existing Shares, any Share may be issued with such rights, entitlements or restrictions as the Company may by Ordinary Resolution determine.

(ii) the Company may issue, or convert existing non-redeemable Shares, whether allotted or not, into redeemable Shares, on such terms and in such manner as the Board may determine.

B. No person shall be recognised by the Company as holding any Share upon trust and, except as otherwise provided by these Articles and by the Law, the Company shall not be bound by or recognise any interest in any Share except an absolute right of ownership.

8. CLASSES OF SHARES

A. If the share capital of the Company is divided into different classes of Shares, the rights attached to any class may, be varied through a Special Resolutions passed by the holders of the Shares of that class, or any other class of Shares affected by the change.

B. The rights attached to any class of Shares issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking equally with the first-mentioned Shares.

9. SHARE CERTIFICATES

A. Upon a person becoming the holder of any Shares, the Company shall upon a request of the holder, issue to the requesting Shareholder, free of charge, one (1) or more share certificates for the Shares held by the Shareholder.

B. Every share certificate must specify:

(i) the number of Shares;

(ii) the class of Shares;

(iii) the nominal value of the Shares;

(iv) the amount paid up on the Shares; and

(v) any distinguishing numbers (if any) assigned to the Shares.

C. A single share certificate shall not be issued in respect of more than one (1) class of Share.

D. If more than one (1) person holds a Share jointly, only one (1) share certificate may be issued and delivery of a share certificate to one (1) joint holder shall be a sufficient delivery to all of them.

E. If a share certificate is damaged, defaced lost or destroyed, that Shareholder is entitled to be issued with a replacement share certificate in respect of the same Shares, and:

(i) may request a single share certificate or separate share certificates to be issued;

(ii) shall return the damaged or defaced share certificates (if any) to the Company; and

(iii) shall comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors may determine.

10. LIEN OVER PARTLY PAID SHARES

A. The Company has a lien over every Share that is not fully paid for all amounts payable to the Company (whether presently payable or not) in respect of that Share.

B. The Directors may at any time declare any Share to be wholly or partly exempt from the Company's lien.

C. The Company's lien on a Share:

(i) takes priority over any third party's interest in that Share; and

(ii) extends to any amounts payable in respect of it.

D. The Company may sell any Share it has a lien over, if a sum is payable on the Share and is not paid within fourteen (14) days' from the date on which notice was given to the Shareholder of the Share or to the person entitled to it by reason of the Shareholder's death, bankruptcy or otherwise, demanding payment and stating that if the notice is not complied with the Shares may be sold.

E. The Directors may authorise a person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser. The purchaser's (or its nominee's) title to the Shares shall not be affected by any irregularity or invalidity in relation to the sale.

F. The net proceeds of any such sale, shall be applied in payment of the amounts payable to the Company under the lien at the date of enforcement, and any remainder shall (subject to a like lien for any moneys not presently payable on the Shares before the sale) be paid to the Shareholder entitled to the Shares immediately prior to the sale.

11. CALLS ON SHARES AND FORFEITURE

A. Subject to the terms of allotment, the Directors may make calls upon the Shareholders in respect of any moneys unpaid on their Shares and each Shareholder shall (subject to receiving at least fourteen (14) clear days' notice specifying when and where payment is to be made) pay to the Company, as required by the notice, the amount called on the Shares. A call may be required to be paid by instalments.

B. The Directors may, in whole or in part, revoke or postpone a call.

C. Shareholders shall remain liable for calls made upon them notwithstanding the subsequent transfer of the Shares in respect of which the call was made.

D. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

E. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect of the Share.

F. If a call remains unpaid after it has become due and payable, the Shareholder is liable to pay interest on the amount unpaid from the day it became due and payable until it is paid, at the rate:

(i) fixed by the terms of allotment of the Share;

(ii) specified in the notice of the call; or

(iii) the Directors may determine (which shall not exceed 10% per annum),

but the Directors may waive payment of the interest wholly or in part.

G. An amount payable in respect of a Share on allotment or at any fixed date, or as an instalment of a call, shall be deemed to be a call and if it is not paid, the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call duly made and notified.

H. The Directors may, on the issue of Shares, differentiate between the Shareholders as to the amount of calls to be paid and the times of payment.

I. The Directors may, if they think fit, receive from a Shareholder the whole or a part of the amount remaining unpaid on Shares held by the Shareholder, although no part of that amount has been called up. The Directors may authorise the Company to pay interest on the amount so received, until the amount becomes payable at a rate agreed between the Directors and the Shareholder, which shall not exceed ten per cent (10%) per annum (unless the Company at a general meeting directs otherwise).

12. TRANSFER OF SHARES

A. The instrument of transfer of a Share may be in any form which the Directors may approve and shall be executed by or on behalf of the transferor and, if the shares are partly paid, the transferee.

B. The Directors may refuse to register the transfer of a Share if the Share is not fully paid or the instrument of transfer, the share certificate and any other evidence that the Directors may reasonably require, are not duly filed at the registered office or the office of the agent that maintains the Register of Shareholders.

C. If the Directors refuse to register a transfer of a Share, they shall within fourteen (14) days' notify the transferee and transferor accordingly.

D. The Directors may suspend the registration of transfers of Shares at such times and for such periods (not exceeding thirty (30) days' in any year), as determined by them, acting reasonably.

E. No fee shall be charged for the registration of any instrument of transfer.

F. The transferor remains the holder of a Share until the transferee's name is entered in the Register of Shareholders as the holder of the Share.

G. The Company shall retain any instrument of transfer which is registered.

13. TRANSMISSION OF SHARES

A. If title to a Share passes to a Transmittee, the Company may only recognise the Transmittee as having any title to that Share.

B. A Transmittee who produces such evidence of entitlement to Shares as the Directors may properly require may, subject to these Articles, choose to either:

(i) become the holder of those Shares, in which case the Transmittee shall notify the Company in writing of that wish and once the Transmittee becomes the holder of the Shares has the same rights as the Shareholder had; or

(ii) have them transferred to another person, in which case the Transmittee must execute an instrument of transfer in respect of it in accordance with article 12.

C. The Transmittee shall only have the right to attend and vote at a general meeting or agree to a written resolution when the Transmittee becomes the holder of the Shares.

D. Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the Transmittee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

E. If a notice is given to a Shareholder in respect of Shares and a Transmittee is entitled to those Shares, the Transmittee is bound by the notice if it was given to the Shareholder before the Transmittee's name was entered in the Register of Shareholders.

14. ALTERATION OF SHARE CAPITAL

A. The Company may through a Special Resolution:

(i) increase its share capital by creating new Shares;

(ii) consolidate and divide all or any of its Shares (whether issued or not) into Shares of a larger amount than its existing Shares;

(iii) sub-divide its Shares, or any of them, into Shares of a smaller amount; and

(iv) cancel Shares which, at the date of the passing of the Special Resolution, have not been taken or agreed to be taken by any person and diminish the amount of the Company's share capital by the amount of the Shares so cancelled.

B. Any fractions of Shares resulting from a consolidation of Shares may be sold by the Directors on behalf of the Shareholders and the net proceeds distributed proportionately amongst those Shareholders.

C. The Company may, in accordance with the Law, reduce its share capital in any way and on such terms as it may decide.

15. PURCHASE OF OWN SHARES

Subject to the provisions of the Law, the Company may purchase its own Shares.

16. GENERAL MEETINGS

The Directors may call, or on the requisition of Shareholders in accordance with the Law, shall call, general meetings.

17. REQUISITION AND NOTICE OF GENERAL MEETINGS

A. Subject to the Law, a general meeting shall be called by at least fourteen days (14) days' notice and an annual general meeting shall be called by at least twenty one (21) days' notice, in writing to all the Shareholders, the Directors and auditors.

B. Such notice of general meeting shall specify the time and place of the meeting and the general nature of the matters to be considered. A notice of meeting in respect of an annual general meeting shall in addition specify that it is in respect of an annual general meeting.

C. The proceedings of a meeting are not invalid solely because of the inadvertent failure to give notice of the meeting to, or the failure to receive notice of a meeting by, any person entitled to receive such notice.

18. PROCEEDINGS AT GENERAL MEETINGS

A. Except in the case of the Company having a single Shareholder, in which case resolutions will be adopted in writing by the single Shareholder, no meeting shall take place unless a quorum is present. Two (2) persons entitled to vote shall constitute a quorum.

B. If a quorum is not present within half an hour from the time stated for the meeting, the meeting shall be adjourned to a place and time determined by the Directors. If during the meeting a quorum ceases to be present the meeting shall be adjourned to a place and time determined by the Directors.

C. The chairman of the Board shall chair the meeting. If the chairman of the Board is not present or willing to act within fifteen minutes of the stated time for commencement of the meeting, and in the absence of a nominee, another Director elected by the Directors present shall chair the meeting. If no Directors are present or willing to chair the meeting, then the Shareholders shall elect one (1) of their number to chair the meeting.

D. A Director, regardless of whether he is also a Shareholder, is entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of Shares in the Company.

E. The chairman may adjourn the meeting with the consent of the majority of the votes at the meeting. No matters shall be considered at an adjourned meeting other than matters that might have been considered at the meeting had the adjournment not taken place. It is not necessary to give notice of the adjourned meeting unless the meeting was adjourned for fourteen (14) days' or more, in which case at least seven (7) days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the matters to be considered.

F. Unless a poll is demanded, a resolution put to the vote shall be decided on a show of hands. A poll may be demanded before or on the declaration of the result of a vote by show of hands:

(i) by the chairman;

(ii) by at least two (2) Shareholders having the right to vote at the meeting; or

(iii) by a Shareholder representing not less than 5% of the total voting rights of all the Shareholders having the right to vote.

G. Unless a poll is demanded the chairman may declare that a resolution has been carried or lost by a particular majority. The entry in the minutes of the meeting of that declaration shall be conclusive evidence of the result of the resolution.

H. The chairman may consent to the withdrawal of the demand for a poll.

I. A poll shall be taken in the manner the chairman directs and the result shall be the resolution of the meeting at which the poll was demanded.

J. A poll demanded on the election of a chairman or on an adjournment shall be taken immediately. A poll demanded on any other question shall be taken as the chairman directs but not more than thirty (30) days' after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll is demanded.

K. Seven (7) days' notice shall be given specifying the time and place at which a poll shall be taken unless the time and place is announced at the meeting at which the poll is demanded.

L. A resolution may be passed in writing in accordance with the Law.

19. VOTES OF SHAREHOLDERS

A. On a show of hands, every Shareholder present, including the representative of a body corporate Shareholder, shall have one (1) vote. On a poll, every Shareholder shall have one (1) vote for every Share held. This article is subject to any rights or restrictions attached to any Shares.

B. Joint Shareholders may only exercise one (1) vote or one (1) vote per Share as the case may be. If more than one (1) vote is cast by joint Shareholders, only the vote of the joint Shareholder whose name appears first on the Register of Shareholders shall be taken into account.

C. Where a Shareholder has had a personal representative appointed because of some physical, mental or other disability preventing him to act, that personal representative may exercise the voting rights of the Shareholder if the personal representative has given notice to the Directors in writing in the form of proxy

used by the Company and within the time limit for filing proxies prior to any meeting being held or vote being taken.

D. No objection may be raised to the right of any voter except at the meeting at which the voter is to vote. The decision of the chairman in respect of any objection or the right of any voter shall be final.

E. A Shareholder may vote on a poll by proxy.

F. An instrument appointing a proxy shall be in writing in a form approved by the Company and distributed with the notice of a meeting. The form approved and distributed by the Company must include a section allowing the Shareholder to direct the proxy on how the proxy shall act.

G. The instrument appointing a proxy must be deposited at the registered office of the Company at least 48 hours before the time at which the meeting at which the proxy is to be exercised is to be held. In the case of a poll not being taken immediately but some time after it is demanded, the instrument appointing a proxy may be deposited at the poll with the chairman, Secretary (if one (1) has been appointed) or any Director or at any time before the poll at the registered office of the Company.

H. A vote given or poll demanded by proxy is valid notwithstanding the determination of the Shareholder who appointed the proxy unless the Company receives notice from the Shareholder in writing prior to the vote being taken or the poll being demanded.

20. NUMBER OF DIRECTORS

The Company shall have at least one (1) Director.

21. ALTERNATE DIRECTORS

A. Any Director may appoint any other Director or any other person approved by the Directors to act as his alternate and may remove the alternate Director so appointed. The alternate Director shall perform all the functions of his appointer as a Director but is not entitled to remuneration for his services.

B. An alternate Director shall be given notice of all meetings of which his appointor is entitled to receive notice and is entitled to attend and vote at such meetings.

C. An alternate Director holds office for as long as his appointor holds office unless he is removed by written instrument by his appointor.

D. Any appointment or removal of an alternate Director shall be given to the Secretary (if one (1) has been appointed) or to a Director of the Company.

E. Unless otherwise provided, an alternate Director shall not be regarded as the agent of his appointor but shall be responsible for his acts or omissions.

22. POWERS OF DIRECTORS

A. Subject to the Law and these Articles the business of the Company shall be managed by the Directors. No subsequent amendment to these Articles shall invalidate any act of a Director or the Directors.

B. The Directors may appoint a person to be the agent of the Company.

23. DELEGATION OF DIRECTORS' POWERS

A. The Board may delegate any of its powers:

(i) to such person or committee;

(ii) by such means;

(iii) to such extent;

(iv) in relation to such matters or territories; and

(v) on such terms and conditions,

as they think fit.

B. If the Board so specifies, any such delegation may authorise further delegation of the Directors' powers by any person or committee to whom they are delegated.

C. The Board may revoke any delegation in whole or in part, or alter its terms and conditions.

24. SHAREHOLDERS RESERVE POWER

The Shareholders may, by Special Resolution, direct the Directors to take, or refrain from taking, specified action. No such Special Resolution shall invalidate anything that the Directors have done before the passing of the resolution.

25. APPOINTMENT OF DIRECTORS

A. The first Directors of the Company shall be appointed in writing by the Incorporators.

B. A person shall not be appointed as a Director at a general meeting unless he has been recommended by the Directors or a Shareholder and details of the proposed Director have been included in the notice of meeting at which the appointment shall be considered. The details shall include at least the information that would be included in the Register of Directors if the person was appointed.

C. If the Company is permitted by the Law to have and has only one (1) Director, that Director may by notice to the Company appoint a person who, upon the death or incapacity of the Director within the meaning of article 26(iii), will become a Director in his or her place, and upon that person giving notice to the Company that such death or incapacity has occurred, the person will become a Director in the place of the Director who has died or becomes incapacitated. The Company shall not be bound to inquire as to the correctness of the contents of such a notice.

D. Subject to this article 25, articles 26(iii) and 30(D), additional Directors may be appointed by the Company by Ordinary Resolution as long as the total number of Directors does not exceed any maximum number of Directors stipulated by the Law, Regulations or these Articles.

26. DISQUALIFICATION AND REMOVAL OF DIRECTORS

A Director's office is automatically vacated if he:

(i) is prohibited by the Law or Regulations from being a Director;

(ii) becomes bankrupt;

(iii) is, by virtue of any mental or physical disability, incapable of acting;

(iv) without permission, does not attend three (3) successive meetings of the Board;

(v) resigns his office by giving notice to the Company; or

(vi) is removed by an Ordinary Resolution of the Company.

27. REMUNERATION AND EXPENSES OF DIRECTORS

The Directors shall receive such remuneration as the Company determines by Ordinary Resolution and shall receive payment of all expenses incurred in association with the carrying out of their duties as Directors.

28. DIRECTORS' APPOINTMENTS AND INTERESTS

Subject to the Law and Regulations, the Directors may appoint one (1) or more of their number to the office of managing Director or to any other executive office under the Company. Such appointment, agreement or arrangement may be made upon such terms as the Directors determine. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director. A managing Director and a Director holding any other executive office shall not be subject to retirement by rotation.

29. DIRECTORS' GRATUITIES AND PENSIONS

The Directors may provide benefits, including gratuities and pensions, of any kind for any present or past Director or his family.

30. PROCEEDINGS OF DIRECTORS

A. Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary (if one (1) has been appointed) at the request of a Director shall, call a meeting of the Board.

B. Any matters arising at a meeting shall be decided by a majority of votes with the chairman having a second or casting vote in the case of equality of votes.

C. The quorum for the transaction of the business of the Board shall be two (2) or any other number fixed by the Directors.

D. If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or calling a general meeting.

E. The Directors shall appoint one (1) of their number to be the chairman of the Board who shall preside at all meetings and may at any time remove him from that office. If there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within fifteen (15) minutes after the time appointed for the meeting, the Directors present may appoint one (1) of their number to be chairman of the meeting.

F. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall be valid, notwithstanding any defect in his appointment or his disqualification from holding office, or that he was not entitled to vote, being discovered afterwards.

G. A decision of the Directors is taken in accordance with this article when eligible Directors indicate to each other by any means that they share a common view on the matter. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible Director or which each eligible Director has otherwise indicated agreement in writing. References in this article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Director's meeting and the eligible Directors would have formed a quorum at such a meeting. .

H. If in the opinion of the chairman a matter required to be determined by the Directors is sufficiently urgent, the matter may be submitted to the Directors for consideration and provided that Directors constituting a quorum of a duly convened meeting either agree:

(i) with the proposed resolution of the matter; or

(ii) that the matter may be resolved in accordance with the decision of the majority of the Directors constituting a quorum, in the event of disagreement amongst the Directors,

and the matter shall be resolved in accordance with those communications (however made). Any decision made pursuant to this article will be notified to any Director who did not participate in the decision within two (2) days.

I. Any Director may validly participate in a Directors meeting through any means approved by the Board, provided that all the Directors participating in the meeting are able to hear and speak to each other during such a meeting. A Director participating (other than in person) shall be deemed to be present in person at the meeting, shall be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take

place where the largest group of participants is assembled, failing which the meeting is deemed to take place where the chairman is physically located.

31. CONFLICT OF INTEREST

A. Subject to the provisions of the Law, and provided that the Director has disclosed the nature and extent of any material interests to the other Directors, a Director may be a party to, or interested in, any actual or proposed transaction or arrangement with the Company or in which the Company is interested.

B. For the purpose of this article:

(i) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice, in any transaction or arrangement in which the Company is interested, shall be deemed to be sufficient disclosure; and

(ii) an interest of which a Director has no knowledge and of which it is unreasonable to expect the Director to have knowledge shall not be treated as an interest of the Director.

C. A Director shall not vote at a meeting of Directors on any resolution concerning a matter in which the Director has a direct or indirect interest.

D. For the purposes of this article, an interest of a Director includes an interest of any person who is connected to the Director.

E. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

F. The Company may by Ordinary Resolution suspend or relax any provision of these Articles prohibiting a Director from voting at a meeting.

G. The chairman of the meeting shall rule on any question arising at a meeting on the right of a Director, other than himself, to vote and his ruling shall be final and conclusive.

H. The Directors at the meeting shall rule on a question arising at a meeting on the right of the chairman to vote, for which purpose the chairman is not to be counted as participating in the meeting for voting or quorum purposes.

32. SECRETARY

Subject to the Law, a Secretary may be appointed and removed by the Directors who shall decide on the terms, remuneration and conditions of appointment.

33. MINUTES

The Directors shall cause minutes to be kept for recording:

(i) all appointments of officers made by the Directors; and

(ii) all proceedings at general meetings of the Company's Shareholders; of the holders of any class of Shares in the Company; and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

34. DIVIDENDS

A. Subject to the provisions of the Law, the Company may by Ordinary Resolution declare dividends in accordance with the respective rights of the Shareholders, but no dividend shall exceed the amount recommended by the Directors.

B. Subject to the provisions of the Law, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, no interim dividend shall be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. Provided the Directors act in good faith they

shall not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any Shares having deferred or non-preferred rights.

C. The Directors may recommend and a general meeting declare that a dividend may be satisfied wholly or partly by the distribution of assets. Where any difficulty arises in regard to the distribution, the Directors may determine the method of settlement.

D. Any dividend or other moneys payable in respect of a Share may be paid by cheque sent by post to the registered address of the person entitled. If two (2) or more persons are the holders of the Share or are jointly entitled to it, to the registered address of that person who is first named in the Register of Shareholders or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled, or to such other person as the person or persons entitled may in writing direct, and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a Share as aforesaid may give receipts for any dividend or other moneys payable in respect of the Share.

E. No dividend or other moneys payable in respect of a Share shall bear interest unless otherwise provided by the rights attached to the Share.

F. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

35. ACCOUNTS AND AUDIT

A. No Shareholder shall have any right of inspecting any accounting records or other book or document of the Company except as conferred by Law or authorised by the Directors or by an Ordinary Resolution of the Company.

B. The Company shall appoint auditors to examine the accounts and report on them in accordance with the Law.

36. CAPITALISATION OF PROFITS

The Directors may with the authority of the Company:

(i) except as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's Share premium account or capital redemption reserve;

(ii) appropriate the sum resolved to be capitalised to the Shareholders who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf in allotting any Shares or debentures issued as fully paid up Shares or debentures of the Company of a nominal amount equal to that sum or in payment of any amount unpaid on a share or debenture, or (with the consent of the holder of the Shares or debentures concerned) partly paid Shares or debentures. The Share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this article, only be applied in allotting Shares issued to Shareholders as fully paid;

(iii) make by payment in cash or otherwise as they determine in the case of Shares or debentures becoming distributable under this article in fractions; and

(iv) authorise any person to enter into a binding agreement with the Company on behalf of all the Shareholders concerned providing for the allotment to them respectively, credited as fully paid, of any Shares or debentures to which they are entitled upon such capitalisation.

37. NOTICES

A. Any notice required to be given to Shareholders under these Articles shall be in writing.

B. The Company may give any notice to a Shareholder:

(i) personally;

(ii) by post in a prepaid envelope addressed to the Shareholder at his registered address or by leaving it at that address.

(iii) in electronic form to an address nominated by the Shareholder and is treated as being delivered at the time it was sent; or

(iv) by any other means agreed between the Shareholder and the Company.

This article does not affect any provision in any law or these Articles requiring notices or documents to be delivered in a particular way.

C. In the case of joint holders of a Share, all notices shall be given to the joint holder whose name stands first in the Register of Shareholders in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

D. A person present, either in person or by proxy, at any meeting shall be deemed to have received notice of the meeting.

E. Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share.

F. Proof that an envelope containing a notice was properly addressed, prepaid and posted is conclusive evidence that the notice was given 48 hours after it was posted. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

G. Proof that an electronic transmission was sent is evidence that the notice was delivered at the time it was sent.

H. A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a Shareholder by sending or delivering it, at the address, supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

38. INDEMNITY

The Company shall indemnify every Director or other officer of the Company in respect of any liability incurred in defending any proceedings to the extent allowed by the Law.

39. AMENDMENT OF THESE ARTICLES

These Articles may only be amended through a Special Resolution.

Signed by or on behalf of the **Incorporators**

_____ _____

By: **[***IULIIA VALIULLINA***]**
Date: 7 Aug 2024

_____

on behalf of: **[*Insert name of Incorporator that is a natural person*]**
Date:

_____

By: **[*Insert name of Body Corporate Incorporator*]**
Name: [*Insert name of person signing on behalf of the Body Corporate Incorporator*]
Title: [*Insert Capacity eg Authorised Signatory, Director, et*c]
Date: