

MEMORANDUM & ARTICLES OF ASSOCIATION

Live Informatics Publishing FZE

Free Zone Establishment

With Limited Liability

(the "Establishment")

This Memorandum is made on this day 04/07/2026 at Sharjah Publishing City, Free Zone Authority (the "Authority"), Sharjah, United Arab Emirates for the incorporation of the Establishment by:

Dmitrii Pavlov national of Russia born on 27/04/1982 holder of Passport No. 760253772 having address at Balaklavsky lane 20-1-143, Moscow, Russia hereinafter referred to as the ("the Shareholder").

Preamble

ARTICLE (1)

ESTABLISHMENT NAME

The name of the Establishment shall be:

Live Informatics Publishing FZE

ARTICLE (2)

HEAD OFFICE

The head office shall be located in Sharjah Publishing City and the Establishment may open branches elsewhere as may be permitted under the relevant laws and regulations.

ARTICLE (3)

OBJECTIVES

The objective of the Establishment is to carry out the activities stated on the Business License and the Establishment shall undertake activities that by their nature fall within its objectives or if such activities are necessary for the Establishment to carry out its objectives as may be approved by the Authority.

To undertake its objectives the Establishment may:

have interest or participate in any way with other companies or establishments practicing similar business or may assist in achieving its objectives in or out of the Free Zone and may acquire such companies and establishments.

ARTICLE (4)

THE CAPITAL

The Capital of the Establishment shall be Dirhams fifty thousand (AED 50,000) divided into fifty (50) shares, of Dirhams one thousand (AED 1000) each.

ARTICLE (5)

CHANGE OF CAPITAL

The Capital of the Establishment may be increased or decreased by a resolution of the General Meeting, however, capital decrease resolution shall not be effective unless approved by the Authority.

ARTICLE (6) CAPITAL SHARES

Capital Shares are indivisible and are equal in rights and liabilities.

ARTICLE (7) LEGAL RESERVE

A reserve of not less than 5 % of the net profits of the Establishment in one financial year shall be set aside as a statutory reserve. The allocation of net profits to the statutory reserve may be stopped if such reserve reached 50% the capital of the Establishment.

ARTICLE (8) MANAGEMENT

The management of the Establishment shall be undertaken by a manager or board of directors: Dmitrii Pavlov , Russia national, holder of Passport No: 760253772 is appointed as the manager of the Establishment (the “Manager”) who shall have the following powers:

- To negotiate and execute all tenders, request and application forms, purchase and sale orders, contracts, agreements, prepare, sign and present offers and quotations.
- To do, transact, manage and carry on all and every business, matter, acts and things requisite and necessary or in any matter connected with or having reference to the business and affairs of the Establishment in the United Arab Emirates or abroad, including (but not limited to) carrying on the management of the Establishment administratively and financially and to execute all administrative and financial transactions and to manage and run the commercial and financial affairs and represent the Establishment in liquidation and dissolution.
- To negotiate and execute all tenders, request and application forms, purchase and sale orders, contracts, agreements, acknowledgements, receipt vouchers, payment vouchers, payments and all financial or commercial or civil or whatsoever documents.
- To execute, transact, and lodge with the appropriate authorities, all documents from time to time required to enable the Establishment and any of its personnel to establish and carry on business, and to establish or contribute to the company and management of companies and commercial business, to purchase assets and for such purposes to sign all contracts, documents and papers and conduct all correspondence appertaining to such business and affair.
- To represent the Establishment with full powers before governmental and Private, judicial entities, Courts, Police, Public Prosecution, Federal and Local Electricity and Water authorities, Etisalat, Customs and Ports, Federal Department of Economic Development, Municipalities, Chamber of Commerce and Industry in the U.A.E., Civil Defence, Ministry of Economy, Ministry of Finance and Industry and all Governmental and natural and legal persons, in connection with the conduct of the Establishment's business, to settle any and all questions at issue, to pay duties and taxes and do any other act which may be necessary for these purposes.
- To rent offices, housing and other places and facilities for the business of the Establishment, to sign such leases and contracts as may be necessary, making deposits or offering guarantees and to do any act which may be necessary for these purposes.
- To receive any and all monies or property which may be due to the Establishment to accept promissory notes, bank and money transfers, cheques and guarantees, to collect and recover the same and to issue and deliver receipts and releases.

- h. To singly open, operate and close the Establishment's bank account or accounts with any of the banks, to withdraw, deposit, transfer and change accounts, to issue, sign, give, receive and endorse cheques, to apply for discounts, guarantees, documentary credits, letters of credit, negotiate and obtain credit facilities from the banks and other financial institutions, to offer and submit securities, guarantees and undertakings required by the banks and other financial institutions, and to amend, cancel and renew the same, to place any mortgage on all or any of the properties of the Establishment and to amend, cancel and renew the same, to enter into sign all papers, contracts, and required forms in that connection, including delegation of signing powers to any other signatories.
- i. To contribute to and/or possess and/or establish and/or contribute to establishment and management and/or contribute to the management in any company and to establish and close branches of the Establishment in the United Arab Emirates and any other state in the world and to sell or assign or liquidate any of these companies or to dispose in any other legal manner including sell, purchase, mortgage and assign these companies or any share in the capital of these companies.
- j. To obtain all permits, licenses, visas and work permits from the relevant Municipalities, Chambers of Commerce, Naturalization and Residency Administration, Ministry of Labour, Ministry of Economy and Planning, all other ministries, any federal and local departments and governmental directorates in connection with the business and activities of the Establishment in the United Arab Emirates and abroad.
- k. To place insurance against fire and any other risks covering the property of the Establishment and in case of destruction damage or loss, file claims with the insurers, receive the respective indemnifications and issue and execute the necessary receipts and releases.
- l. To appoint, engage and dismiss employees and labours on behalf of the Establishment, fixing their salaries and other conditions of employment, and to appoint agents and representatives to act on behalf of the Establishment, granting them the necessary powers of attorney and to revoke the same, signing all papers which may be necessary in this respect.
- m. Registration and renewal of all or any trademarks or patents and to sign, to file, to deliver, to issue and lodge all the statements, applications, memoranda or any other documentation required or necessary for registration or renewal of any trademarks or patents licensed to used by the Establishment or now registered or that of which will be applied for registration in the future, to oppose any trademark application or registration which is deemed an imitation to any of the Establishment's trademarks or the trademarks which the Establishment is licensed to use.
- n. To take all necessary administrative or judicial actions to protect any of the trademarks owned by the Establishment or the trademarks which the Establishment is licensed to use, shall have the right to appoint lawyers or trademark agents to carry on all or any of the above mentioned in the United Arab Emirates by a way of power of attorney, sign all applications, forms, resolutions, contracts, documents and other necessary papers required at all the competent departments in the United Arab Emirates and abroad.
- o. To appoint legal consultants and advocates to defend and plea on behalf of the Establishment against any object or appeal or opposition represented by any party in connection with or against the registration of any of the Establishment's trademarks, copyrights or patents or the trademarks or patents (generally all intellectual rights) used by the Establishment which are submitted for registration or renewal with any competent departments in the United Arab Emirates or abroad.
- p. Represent the Establishment in all courts or tribunal of the United Arab Emirates or abroad, to agree to arbitration and sign arbitration agreements, appoint lawyers and legal consultants to represent the Establishment in any of the aforesaid and in all lawsuits, claims, to institute and prosecute all kinds of cases all legal procedures; in all federal and local courts at all levels and kinds whether as plaintiff or defendant or claimant, to claim compensation and execution and generally to protect and defend all rights and interests of the Establishment.

- q. To do without restrictions all acts required enabling the Establishment to carry on its business in the United Arab Emirates or abroad and generally to do all such acts as the Establishment itself could do with the right to the Manager to empower or delegate third party in any or all of the powers conferred upon him herein as he may deems it fit.
- r. Shall sign and follow-up all documents of the Establishment within the framework of its objectives before the Authority.

The Manager shall keep printed upon all the publications of the Establishment, its deeds, purchase orders, receivables, accounts papers, letter heads and all the other documents in conjunction with the Establishment Trade Name - the terms of:

- a. Limited Liability Establishment
- b. Share Capital Amount
- c. Number of the Certificate of Incorporation

Any manager may be represented by proxy of another manager or any other person in the board of directors of the Establishment to act within the limits as provided in the such proxy.

ARTICLE (9)

FISCAL YEAR

The fiscal year shall commence from First of January and expire by the end of December of each Gregorian year while the first year shall commence from the date of registration of the Company with the Authority and expires at the end of December of that year

ARTICLE (10)

ACCOUNTS

The Establishment shall keep regular accounting books

ARTICLE (11)

DURATION OF THE ESTABLISHMENT

The duration of the Establishment shall be 1 Year, automatically renewable for similar period and may be terminated by a resolution of the Shareholder.

ARTICLE (12)

LIQUIDATION

The Establishment may be liquidated upon the expiry of its duration or by a resolution of the Shareholder or if a judgment of insolvency passed for liquidation or pursuant to the provisions of the valid laws and regulations of the Free Zone.

ARTICLE (13)

LIABILITY OF THE SHAREHOLDER

The Establishment shall have separate legal personality independent from its Shareholder, its liability shall be limited to its capital and the Shareholder shall not be liable for any of its debts.

ARTICLE (14)

GOVERNING LAW

This Memorandum shall be governed by the law of the United Arab Emirates and the by laws, rules and regulations of the Sharjah Publishing City – Free Zone Authority.

ARTICLE (15)

ARBITRATION

Any dispute arising out from or related to this Memorandum in any manner whatsoever including its formation, performance, interpretation, nullification, termination or invalidation, shall be settled by arbitration under the Rules of

Arbitration of the Sharjah International Commercial Arbitration Center ("the Rules"), by one or more arbitrators appointed in accordance with the Rules.

ARTICLE (16) CORRESPONDENCE

Unless otherwise stated by a written notice, all correspondence, notifications and notices to any party or person mentioned herein shall be made to their respective addresses as provided in this Memorandum.



وثيقة إلكترونية معتمدة صادرة دون توقيع من مدينة الشارقة للنشر - هيئة منطقة حرة. للتحقق من صحة هذه الوثيقة يرجى مسح رمز الاستجابة السريع أو زيارة الرابط:
Approved electronic document issued without signature by Sharjah Publishing City - Free Zone Authority. To verify this document kindly scan the QR Code or visit:

<https://portal.spcfz.ae/web/mydocuments/dc/178314030443?d=TVRBek1ERXo=>