



Model Articles of Association of _____ QFZ LLC

Issued by the Authority pursuant to the Companies Regulations and adopted as the “Model Articles of Association” for a Company.

DEFINITIONS

Article 1 (Definitions)

- (1) Unless otherwise indicated, words or expressions contained in these Articles bear the same meaning as in the Companies Regulations.
- (2) In these Articles:
 - (a) **Annual General Assembly Meeting** means the General Assembly Meeting which is convened by the Company at least once during each calendar year.
 - (b) **Articles** means these articles of association of the Company.
 - (c) **Authority** means the Free Zones Authority, established pursuant to the Free Zones Law.
 - (d) **Company** means the limited liability company with the name set out in Article 2.
 - (e) **Companies Regulations** means the companies regulations issued by the Authority as amended from time to time.
 - (f) **Free Zone** shall have the meaning given to it in the Free Zones Law.
 - (g) **Free Zones Law** means Law Number 34 of 2005 as amended by Decree-Law Number 21 of 2017 – Regarding the Free Zones as amended from time to time
 - (h) **Free Zones Legislation** means the Free Zones Law and any regulations, rules, policies, resolutions, decisions or orders issued from time to time in connection with the Free Zones.
 - (i) **General Assembly Meeting** means any meeting of the Shareholders convened in accordance with the Companies Regulations or these Articles in order to pass a Special Resolution or an Ordinary Resolution.

- (j) **Manager** means one (1) or more natural persons appointed to manage and be the principal representative(s) of the Company both within the Free Zone and in all matters before or otherwise involving the Authority.
- (k) **Officer** means a Manager, company secretary and such other person as may be designated by the Company to be an officer.
- (l) **Ordinary Resolution** means a resolution passed by simple majority of such Shareholders being entitled to vote at a General Assembly Meeting.
- (m) **Register** means the register created and maintained by the Authority in accordance with the Free Zones Legislation which details the names, registered numbers and such other information concerning the Free Zone Entities.
- (n) **Register of Shareholders** means the register of Shareholders created and maintained by the Company.
- (o) **Shareholder** means a person who owns shares in the Company from time to time.
- (p) **Special Resolution** means a resolution of at least seventy-five percent (75%) of such Shareholders being entitled to vote at a General Assembly Meeting.

INCORPORATION OF THE COMPANY

Article 2 (Incorporation)

The Shareholders have agreed to incorporate the Company with limited liability under the name _____ **QFZ LLC** in accordance with the provisions of the Free Zones Legislation and these Articles.

Article 3 (Objects)

The objects of the Company are:-

- (1) To carry on all such business as the Authority may permit under the terms of the licence to be issued by the Authority ("the License"). For this purpose the License shall be an integral part of this Articles of Association.;
- (2) in general, to engage in any ancillary lawful act or activity for which companies may be organised under the Free Zones Legislation and which assists the Company in realising its objectives.

Article 4 (Registered address)

The Company's registered address will be in the Free Zones or any such other location as approved by the Authority.

Article 5 (Term)

The Company is established for an indefinite period commencing from the date of its registration in the Register until its dissolution in accordance with the Free Zones Legislation.

SHARE CAPITAL

Article 6 (Share capital)

- (1) The share capital of the Company is **QAR** _____ divided into _____ **shares**, with the nominal value of **QAR** _____ each and all shares issued will be in the same class.
- (2) The initial capital is divided amongst the Shareholders in the following manner:

	Name	Nationality	Address	No. of Shares	Total Value (QAR)
1					
2					
3					
4					

- (3) The Shareholders declare that the shares have been paid for in full and in cash.

Article 7 (Rights connected with shares)

- (1) Every Shareholder has the right to share in the Company's profits and in the ownership of its assets, a right to vote at any General Assembly Meeting and an obligation to share in the Company's losses to the extent of its contribution in the capital of the Company.
- (2) The rights and obligations connected with any share will vest in each person who becomes the owner of the share and such ownership will require the acceptance of the provisions of these Articles and the decisions of all General Assembly Meetings.

Article 8 (Increase or reduction of capital)

- (1) Subject to the Companies Regulations, the share capital of the Company may, by a Special Resolution, be increased or reduced on one or more occasions.

- (2) The increase or reduction in share capital will be effective as of the date of it being entered into the Register by the Authority.

Article 9 (Transfer of shares)

- (1) No transfer of shares will take effect until the Authority has confirmed in writing that it does not object to such transfer. A transfer will only be effective as of the date of its registration in the Register and the Register of Shareholders.
- (2) The instrument of transfer of a share will be in a form prescribed by the Authority and will be executed by or on behalf of the transferor and the transferee.
- (3) In the case of a transfer between Shareholders and where the right to acquire the shares is sought by more than one (1) Shareholder, the shares available for transfer will be divided among them based on the percentage of the shares in the Company's capital of each of them.
- (4) Each Shareholder will be permitted to pledge, mortgage or charge its shares in favour of a third party and such pledge, mortgage or charge, upon creation, will be effective as of the date the Register of Shareholders and the Register are updated. The Company will not refuse to register any transfer of shares or suspend the registration thereof where such transfer is:
 - (a) to any pledgee, mortgagee or chargee whose interest has been noted in the Register of Shareholders and the Register;
 - (b) by any such pledgee, mortgagee or chargee, pursuant to the power of sale under its security; or
 - (c) by any such pledgee, mortgagee or chargee in accordance with the terms of the relevant security document.

Article 10 (Transmission of shares)

- (1) If a Shareholder dies, his personal representative or, where he was a joint holder, the survivor(s) will be the only persons recognised by the Company as having title to the shares.
- (2) A transfer of the shares of a deceased Shareholder made by his estate representative, although the estate representative is not himself a Shareholder, is as valid as if he had been such a Shareholder at the time of the execution of the instrument of transfer.

MANAGEMENT OF THE COMPANY

Article 11 (Appointment of Managers)

- (1) The Company will have at least one (1) Manager appointed by the Shareholders.

- (2) The Shareholders may from time to time appoint more than one (1) Manager to manage the Company whereupon a Management Board will be established which will comprise of at least three (3) Managers.
- (3) Unless otherwise resolved by the Shareholders, the Management Board will appoint a chairman immediately upon being elected.
- (4) The Shareholders have appointed the following persons as the first Officer(s):

	Name	Nationality	Designation
1.			
2.			
3.			

- (5) A Manager may appoint any other Manager or any other person approved by the Managers to act as his alternate and may remove the alternate so appointed.
- (6) A Manager may be removed by the Shareholders prior to the end of his term of service by way of a Special Resolution. A vacancy created by the removal of a Manager at a General Assembly Meeting must be filled at that meeting by the Shareholders' election of another Manager in his place.
- (7) A Manager's office will be automatically vacated if he:
 - (a) is prohibited by the Free Zones Legislation to act as a Manager;
 - (b) becomes bankrupt;
 - (c) is, by virtue of any mental or physical disability, incapable of acting;
 - (d) without permission, does not attend three (3) successive Management Board Meetings;
 - (e) resigns his office by notice to the Company; or
 - (f) is removed by a Special Resolution of the Shareholders.

Article 12 (Remuneration)

The Managers will receive such remuneration as the Shareholders determine and will receive payment of all expenses incurred in connection with the carrying out of their duties as Managers, all in accordance with the terms and conditions of their employment with the Company.

Article 13 (Powers of Managers)

- (1) Subject to the Free Zones Legislation and these Articles, the business of the Company will be managed by the Managers. No subsequent amendment to these Articles will invalidate any act of the Managers.
- (2) The Managers will have the widest powers to manage the Company, its business operations and administration and to carry on all activities that may be necessary or appropriate according to its objects and purposes. The Managers will also be entitled to delegate any of their powers to one or more persons or a committee.
- (3) Any resolution taken by the General Assembly Meeting to restrict any of the powers of a Manager or remove him will not be valid until it is entered in the Register.

Article 14 (Proceedings at Management Board Meetings)

- (1) The Management Board Meetings (chaired by the chairman or his alternate) will be held as often as is necessary for the conduct of the affairs of the Company.
- (2) Each Manager will be entitled to one (1) vote and a decision will be made by majority vote with the chairman having a second or casting vote in the case of equality of votes.
- (3) Provided that there shall be more than one Manager the quorum for the transaction of business of the Management Board will be one half or more of the total number of Managers.
- (4) Resolutions of Management Board Meetings or meetings of any committee thereof may be affected by a resolution in writing signed by all the Managers or all the members of the committee. A resolution signed in writing by all the Managers or all the members of the committee entitled to receive notice of a meeting is as valid as if it had been passed at a Management Board Meeting or a meeting of any committee thereof duly called and constituted and any reference in any instrument to a meeting at which a resolution is passed or to the Management Board or a committee thereof voting in favour of a resolution will be construed accordingly. Such resolutions may be signed in as many counterparts as are necessary.
- (5) A Management Board Meeting or a meeting of any committee thereof may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously, and instantaneously, and participation in such a meeting will constitute presence in person at such meeting.

Article 15 (Manager's interests)

- (1) A Manager who has a direct or indirect interest of which he is aware in a transaction entered into or proposed to be entered into by the Company or by a subsidiary of the Company will disclose to the other Managers the nature and extent of his interest. For the purpose of this Article, an interest of a Manager includes an interest of any person who is connected to him.
- (2) The disclosure required under this Article will be made as soon as practicable but in any event no later than ten (10) days after the Manager becomes aware of the circumstances from which his duty to make the disclosure arises.

- (3) A notice in writing given to the Management Board by a Manager that he is to be regarded as interested in any transaction with a specified person and specifying the reason why he is to be regarded as so interested is sufficient disclosure of his interest in any such transaction entered into after the notice is given.
- (4) Where a Manager fails to disclose his interest under this Article, the Manager will, unless the transaction is confirmed by an Ordinary Resolution at which the nature of the Manager's interest in the transaction was properly disclosed, be liable to account to the Company for any profit, gain or benefit obtained by the Manager in connection with the transaction.
- (5) A Manager will not vote at any meeting (which he is entitled to attend) and on any resolution concerning a matter in which he has a direct or indirect interest.
- (6) A sole Manager of the Company who is required to disclose any interest will notify the Shareholders of the nature and extent of his interest in writing and will further record in a register such details which will be kept at the Company's registered office and will be made available there for inspection by any Shareholder and the Company's auditor without charge during the office hours of the Company.

Article 16 (Appointment of a company secretary)

- (1) The Managers may appoint a company secretary to the Company who may also be a Manager and who will hold office in accordance with these Articles.

Article 17 (Register of Shareholders)

- (1) The Company will create and maintain at its registered office the Register of Shareholders, which will include the following information:
 - (a) name, address, nationality and occupation (if relevant) of each Shareholder;
 - (b) number and value of shares owned by each Shareholder; and
 - (c) transactions affecting the shares (including the creation of any pledge, mortgage or charge over the shares), the date of the transaction, the reason for the title transfer, the names of the transacting parties and the total number of shares owned by each person after the transactions.
- (2) The Company will provide a copy of particulars recorded in the Register of Shareholders and any amendments thereto to the Authority.
- (3) The Managers will be responsible to ensure that the details set out in the Register of Shareholders (including details of its Beneficial Owners) are accurate and are promptly updated when changes occur.

Article 18 (Non-competition)

No Manager may, without first obtaining the consent of the Shareholders at a General Assembly Meeting, hold a managerial office at another company competing with or carrying on the same business as the Company, or enter into transactions competing with or similar

to the Company's business for his own account or any third party's account. In the event of a breach of this Article, such Manager may be removed from his position and will be required to indemnify the Company for all losses suffered.

Article 19 (General Assembly Meetings)

- (1) The Managers may, from time to time and whenever they deem fit, convene General Assembly Meetings. All General Assembly Meetings, other than the Annual General Assembly Meeting, will be called special General Assembly Meetings and will be convened in accordance with Article 21.
- (2) Notices of all General Assembly Meetings will specify the place, date and time of the meeting and, in the case of a special General Assembly Meeting, the general nature of the business to be considered, the agenda of such meeting and all relevant documents which will be considered at the meeting. Such notices will be in writing and sent by hand delivery, facsimile or commercial courier at least seven (7) days before the proposed General Assembly Meeting date. The notice will be exclusive of the day on which it is served or deemed to be served and of the day for which it is given.
- (3) The Managers will, upon written request of any Shareholder deposited at the registered office of the Company, attend any or all General Assembly Meetings.
- (4) Every Shareholder will have the right to attend (in person or by proxy) the General Assembly Meeting irrespective of the number of shares it owns. Each Shareholder will have a number of votes equal to the number of shares it owns or represents.
- (5) If the Company only has one (1) Shareholder, a resolution signed by such Shareholder or by its duly appointed representative will serve in place of any requirement to hold or determine any matter at any General Assembly Meeting.

Article 20 (Annual General Assembly Meetings)

- (1) The Company will be required to convene the Annual General Assembly Meeting within four (4) months from the end of its financial year.
- (2) At each Annual General Assembly Meeting, the Shareholders must consider and approve:
 - (a) the annual financial statements of the Company;
 - (b) the report of the Managers and the auditors in respect of the annual financial statements;
 - (c) the appointment (or re-appointment) and removal of any Officer or auditor and, in the case of any appointment (or re-appointment), the remuneration package for such person;
 - (d) the ratification of the acts of any Officer and auditor and, if appropriate, the discharge of the Officers and the auditor from their liability to the Company;
 - (e) the transfer of funds into the Company's reserve account (if established) and the distribution of dividends amongst the Shareholders (if appropriate); and

- (f) such other matter as may be determined by the Shareholders.
- (3) If an Annual General Assembly Meeting is not held in accordance with this Article, the Managers must apply to the Authority to approve the holding of such General Assembly Meeting to put the affairs of the Company in order.
- (4) A copy of the financial statements of the Company, including every document required by the Free Zones Legislation or these Articles, will be made available to every Shareholder and, if such financial statements and other documents are not sent to each Shareholder seven (7) days before the Annual General Assembly Meeting, any Shareholder may move a resolution at the Annual General Assembly Meeting that it be adjourned for seven (7) days provided that this Article will not require the making available of the financial statements and other documents to:
 - (a) any person not entitled to receive notices of General Assembly Meetings;
 - (b) more than one of the joint holders of any shares; and
 - (c) any person whose address is not known to the Company.

Article 21 (Special General Assembly Meetings)

- (1) The Managers may from time to time convene or on the request of the Shareholders holding not less than five per cent (5%) of the share capital of the Company, forthwith proceed to convene a special General Assembly Meeting for the purposes of considering the passing of any Ordinary Resolution or Special Resolution.
- (2) A request by any Shareholder must state the purpose of the meeting, and must be signed by the such Shareholders and deposited at the registered office of the Company, and may consist of several documents in like form, each signed by one or more of such persons.
- (3) If the Managers do not, within fourteen (14) days from the date of the deposit of the request, proceed to convene a meeting, the requesting persons, or any of them representing more than five per cent (5%) of the share capital of the Company, may themselves convene a meeting.

Article 22 (Proceedings at General Assembly Meetings)

- (1) A General Assembly Meeting will not be valid unless attended by Shareholders holding at least fifty per cent (50%) of the share capital. If, within one (1) hour from the time appointed for the meeting, a quorum is not present, the meeting will be dissolved and such meeting will be adjourned with a further meeting to be held within seven (7) days following the first General Assembly Meeting.
- (2) The General Assembly Meeting will be chaired by the chairman of the Management Board (or the Manager in the case of a sole appointment) or if the chairman is not present or willing to act within fifteen (15) minutes of the stated time for commencement of the meeting, the Shareholders will elect one amongst them to chair the meeting.

- (3) Anything which may be done by resolution in a General Assembly Meeting may, without a meeting and without any previous notice being required, be done by resolution in writing signed by or on behalf of, all the Shareholders who at the date of the resolution would be entitled to attend the meeting and vote on the resolution. A resolution in writing may be signed by or on behalf of all the Shareholders in as many counterparts as may be necessary.
- (4) A resolution in writing made in accordance with this Article is as valid as if it had been passed by the Shareholders in General Assembly Meeting and any reference in any instrument to a meeting at which a resolution is passed or to Shareholders voting in favour of a resolution will be construed accordingly.
- (5) For the purposes of this Article, the date of the resolution is the date when the resolution is signed by (unless determined otherwise by the Shareholders), or on behalf of, the last Shareholder and any reference in any instrument to the date of passing of a resolution is, in relation to a resolution made in accordance with this Article, a reference to such date.
- (6) A resolution in writing made in accordance with this Article will constitute minutes of the meeting for the purpose of Article 23.

Article 23 (Minutes)

- (1) The Company must keep minutes of the proceedings of meetings. The person who presides over a meeting must sign the minutes of the meeting as a correct record.
- (2) Any Shareholder or Officer or an authorised representative may inspect minutes of any meeting. The Company may impose reasonable conditions on such an inspection.

Article 24 (General Assembly Meeting Resolutions)

- (1) The following matters will be decided by a Special Resolution:
 - (a) amending these Articles;
 - (b) changing the Company's name, objectives, activities, financial year or principal or registered place of business;
 - (c) increasing or reducing the share capital of the Company;
 - (d) removing an Officer prior to the expiry of his term of office;
 - (e) participating in any merger, acquisition or amalgamation of the Company with another person;
 - (f) selling a substantial part of the Company's business or assets;
 - (g) liquidating, winding up or dissolving the Company; and
 - (h) removing the auditors prior to the expiry of their term of office.
- (2) The increase of the Shareholders' liabilities in the Company will require the unanimous approval of the Shareholders.

- (3) Unless specified otherwise in these Articles or the Free Zones Legislation, all other matters will be decided by the Manager or, in the case where a Management Board exists, by a resolution passed at Management Board Meetings.

FINANCIAL YEAR, DIVIDENDS, RESERVE FUND AND AUDITORS

Article 25 (Financial year)

The financial year of the Company will commence on the first day of January and end on the last day of December of each year except that the first year will commence on the date of registration of the Company in the Register and will end on the last day of December of the following year.

Article 26 (Financial records)

The Company will ensure that it maintains proper records of accounts with respect to its operations including any specific records it is required to keep in accordance with the Free Zones Legislation. Its records will be kept at the registered office and will at all times be open for inspection by the Managers and the Shareholders.

Article 27 (Preparation of Accounts)

- (1) The Managers will prepare for each financial year the Company's financial statements which include:
 - (a) a balance sheet as at the last day of the financial year; and
 - (b) a profit and loss account.
- (2) The financial statements must give a true and fair view of the state of affairs of the Company as at the end of the previous financial year.
- (3) The Managers will, for each financial year, submit before the Shareholders in the Annual General Assembly Meeting financial statements for such period which include:
 - (a) a profit and loss account;
 - (b) a statement of retained earnings or deficit;
 - (c) a balance sheet as at the end of such period;
 - (d) a statement of changes in financial position for such period;
 - (e) notes to the financial statements;
 - (f) the report of the auditors in respect of the financial statements; and
 - (g) such other information as required by the Free Zones Legislation or these Articles.

- (4) Financial statements will, before being submitted to an Annual General Assembly Meeting, be signed on the balance sheet page by two (2) of the Managers (or, in the case of a sole Manager, by such sole Manager).

Article 28 (Profits and losses)

- (1) The Company may by Ordinary Resolution at an Annual General Assembly Meeting declare dividends as recommended by the Managers and in accordance with the respective rights of the Shareholders.
- (2) The Company may pay interim dividends on account of annual dividends and upon recommendation of the Managers if it appears that they are justified by the profits of the Company available for distribution.

Article 29 (Auditors)

- (1) The Shareholders will, at the first General Assembly Meeting, appoint one or more auditors to hold office until the close of the next Annual General Assembly Meeting and, if the Shareholders fail to do so, the Managers will forthwith make such appointment or appointments.
- (2) The Shareholders at each Annual General Assembly Meeting will by Ordinary Resolution appoint one or more auditors to hold office until the close of the next Annual General Assembly Meeting and, if an appointment is not so made, the auditor already in place will continue in office until a successor is appointed.
- (3) The Shareholders, by a Special Resolution cast at a General Assembly Meeting of which notice specifying the intention to pass such resolution was given, may remove an auditor before the expiration of his term of office, and will by a Special Resolution appoint another auditor for the remainder of the relevant term.
- (4) The remuneration of an auditor appointed by the Shareholders will be fixed by the Shareholders or by the Managers, if they are authorised to do so by the Shareholders, and the remuneration of an auditor appointed by the Managers will be fixed by the Managers.
- (5) The auditor will audit the financial statements of the Company and provide a report to the Shareholders.

DISSOLUTION

Article 30 (Dissolution)

The Company will be liquidated and dissolved in the following cases:

- (1) the achievement of the objects for which the Company is established;
- (2) a decision by a court of competent jurisdiction to dissolve the Company;
- (3) a declaration of the Company's bankruptcy;
- (4) where a notice of revocation of the Licence or Certificate is issued by the Authority;

- (5) the merger of the Company with another entity; and
- (6) the passing of a Special Resolution.

GENERAL PROVISIONS

Article 31 (Disputes)

Any disputes between the Shareholders or between them and their heirs or otherwise in connection with any provision of these Articles will be resolved by the dispute resolution procedures designated by the Authority in accordance with the Free Zones Legislation.

Article 32 (Expenses of incorporation)

All the expenses which are necessary for the incorporation of the Company, such as administrative fees, printing expenses and advisers' charges, will be borne by the Company as a part of its general expenses.

Article 33 (No Provision in Articles or Conflict with the Free Zones Legislation)

- (1) The provisions of the Free Zones Legislation will apply:
 - (a) in any case where these Articles do not contain an express provision; and
 - (b) in the event of any conflict between these Articles and the Free Zones Legislation.
- (2) The Company, the Officers and the Shareholders will comply with these Articles and the Free Zones Legislation.

Article 34 (Notices)

- (1) Any notice or other communication required to be given under these Articles will be in writing.
- (2) The Company may give any notice or other communication to a Shareholder either personally, by facsimile or by commercial courier addressed to the Shareholder at its registered address. In the case of joint holders of a share, all notices will be given to the joint holder whose name is listed in the Register of Shareholders and a notice so given will be sufficient notice to all the joint holders.
- (3) Any Shareholder may give notice or other communication to the Company either personally, by facsimile or by commercial courier addressed to the Company's registered address.
- (4) A person, either in person or proxy, at any meeting will be deemed to have received notice of the meeting.

Article 35 (Language)

These Articles have been executed in English and Arabic languages and shall have equal standing. However, in the event of any discrepancy of interpretation arising between the English and Arabic texts, the parties may obtain clarification from the Authority.

Article 36 (Copies of these Articles)

These Articles have been prepared in sufficient numbers of original sets so that they may be distributed among the Shareholders, the Authority and one set to be kept at the registered office of the Company.

Accepted and signed by the Shareholders of _____ **QFZ LLC:**

Shareholder
Date:

Shareholder
Date:

Shareholder
Date:

Shareholder
Date: