**ARTICLES OF ASSOCIATION**

**OF**

**[●]**

These Articles of Association of [●] have been concluded by:

|  |  |  |  |
| --- | --- | --- | --- |
| Name (Shareholder) | Nationality | Qatar ID or Passport No. or Commercial Registration No. | Address (e-mail)  |
| [●] | [●] | [●] | [●] |

[being of majority and competent to enter into obligations of this nature,] the Shareholder has resolved to establish a limited liability company in the Qatar Science and Technology Park amongst the terms set out herein.

**DEFINITIONS:**

As used herein, the following terms have the meanings set forth below:

“Companies Regulations” means the Qatar Science & Technology Park Companies Regulations 2022 (as may be amended or replaced from time to time).

The terms “Register”, “QSTP Management” and "QSTP Free Zone" have the same meaning as set forth in the Companies Regulations.

**SECTION ONE**: **ESTABLISHMENT, NAME, OBJECT, LOCATION AND TERM OF THE COMPANY**

**Article (1) Establishment**

The Shareholder has decided to establish a limited liability company in the QSTP Free Zone (the “Company”) as per the stipulations of the Companies Regulations and these Articles of Association.

**Article (2) Name**

The name of the Company is [●], a limited liability company incorporated in the QSTP Free Zone.

**Article (3) Object**

The object of the Company shall be [●].

**Article (4) Location**

The Company's sole office and its registered address shall be in the QSTP Free Zone.

**Article (5) Term**

The Company is established for an indefinite term commencing from the date of registration of the Company in the Register until such time that the Shareholder issues a decision to dissolve the Company.

**SECTION TWO**: **SHARE CAPITAL**

**Article (6**) **The share capital**

The capital of the Company has been fixed at **Qatari Riyals [●][[1]](#footnote-1) (QR [●])** divided into [●]shares in cash, the nominal value of each share being **Qatari Riyals [One][[2]](#footnote-2) (QR [1]).**

The Shareholder declares that the shares have been paid for in cash and any subscriptions in kind have been duly made and delivered.

**Article (7) Rights connected with shares**

The rights and obligations connected with any share shall vest in any person who becomes the owner of the shares, and such ownership shall necessarily entail the acceptance of the provisions of these Articles of Association and the decisions of all general assemblies.

**Article (8) Increase or reduction of capital**

The capital of the Company may, by a resolution of the Shareholder, be increased on one or more occasions by issuing new shares.

The Shareholder may also resolve to reduce the capital of the Company in line with the provisions of the Companies Regulations.

Any decision to increase or reduce the capital of the Company shall be recorded in the Register and the register of the Company.

**Article (9) Transfer or pledge of shares**

The Shareholder may transfer all or part of their shareholding in the Company to any third party. Any pledge of shares shall be in line with the provision of the Companies Regulations.

**SECTION THREE: MANAGEMENT OF THE COMPANY**

**Article (10) Appointment of the Board of Directors[[3]](#footnote-3)**

The Shareholder may from time to time appoint a Board of Directors comprising of at least [3] members (the “Directors”) who meet the conditions for board membership at set out in the Companies Regulations.

The Board of Directors will appoint a chairman from amongst its members. Such chairman may be removed in accordance with the provisions of the Companies Regulations.

**Article (11) Appointment of Managers**

Where a Company does not appoint a Board of Directors, the Company shall be managed by one or more Managers appointed by the Shareholding including a General Manager.

The Manager(s) may be removed or replaced from time to time by the Shareholder.

Any change in the Manager(s) shall be reflected in the Register held with the QSTP Free Zone.

**Article (12) Powers of Board of Directors / Manager(s)**

The Board of Directors or the Manager(s) (as applicable) shall have the full authority and all powers necessary to act on the Company’s behalf unless otherwise stated in these Articles of Association. The actions of the Board of Directors or the Manager(s) (as applicable) shall bind the Company where their actions are within their capacity.

Any resolution taken by the Shareholder to restrict the powers of the Board of Directors or the Manager(s) (as applicable) or remove them shall not be valid against third parties until it is entered in the Register held with the QSTP Free Zone.

The Board of Directors or the Manager(s) (as applicable) shall 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. Such powers shall without limitation include power to:

(a) manage the business, financial and other affairs of the Company;

(b) determine, adopt and execute policies relating to the conduct of business of the Company;

(c) employ and discharge the Company’s personnel and determine the terms of employment;

(d) open, close and operate all bank accounts for the Company, sign jointly cheques drawn on any such accounts and enforce on behalf of the Company any cheques, drafts or other negotiable instruments which they may deem necessary or proper in relation to the affairs of the Company; and

(e) represent the Company and sign all documents that may be required, necessary or appropriate for, by or to any competent authority in Qatar and before all courts, tribunals and administrative authorities, either as a defendant or a plaintiff, and grant powers of attorney on behalf of the Company to legal counsel and revoke the same.

**Article (13) Duties of Board of Directors / the General Manager**

The Board of Directors or the General Manager (as applicable) shall prepare within four months from the end of every financial year a report on the balance sheet, profit and loss account, business, activities, financial position of the Company and on the proposal for the distribution of profits for the year then ended and shall call a general assembly to be held within four months after the end of that year.

The Board of Directors of the General Manager (as applicable) shall send a copy of the report and a copy of the Auditor's report to the QSTP Management and to the Shareholder within one month from the date of preparing such report.

**Article (14) Shareholder register**

There shall be maintained at the Company's office a register, which register shall include the following data:

(a) the name, address, nationality and occupation of the Shareholder;

(b) the number and value of shares owned by the Shareholder;

(c) transactions affecting the shares, the date of the transaction, the reason for the title transfer, the names of the transacting parties and their signatures; and

(d) total number of shares owned by the shareholder(s) after the transaction.

The Board of Directors or the General Manager (as applicable) or any officer appointed by the Company shall be responsible for maintaining the register and for the accuracy of information recorded therein. The Shareholder(s) shall have the right to peruse the register of Shareholders’ register upon reasonable notice.

**Article (15) General assemblies**

The Company shall have a general assembly composed of the Shareholder. The general assembly shall be convened at the invitation of the Board of Directors or the General Manager (as applicable) at least once a year within the four (4) months following the end of the financial year.

The Board of Directors or the General Manager (as applicable) must invite the general assembly to convene if so required by the auditors. The general assembly shall be convened at the Company's office or at any other office agreed by the Shareholder. The general assembly may be convened and conducted by means of modern technology.

Invitation to attend the general assembly shall be made to the Shareholder only by email to the email address stipulated in the Articles of Association or such other email address as may have been notified to the Company in writing at least twenty-one (21) calendar days before being convened. The invitation shall fix the venue and the date of the meeting and shall be accompanied with the agenda and a copy of the balance sheet.

**Article (16) Chairman of the general assembly**

The general assembly shall be chaired by the Chairman of the Board of Directors or the General Manager (where there is no Board of Directors) (as applicable). In the absence of the Chairman of the Board od Directors or the General Manager (as applicable), the Shareholder shall act as the chairman for the general assembly.

**Article (17) Powers of the general assembly**

A general assembly must be called by the Board of Directors or the General Manager (as applicable) and shall be held within four (4) months after the end of each financial year of the Company in order to look into the following matters:

(a) a report of the Board of Directors or the General Manager (as applicable) on the business of the Company for that year and its financial position;

(b) discussion and approval of the balance sheet and profit and loss account and the auditor’s report;

(c) determination of the percentage of profits/loss to be distributed among the Shareholders; and

(d) appointment of the auditor and determining their remuneration.

**Article (18) Minutes of the general assembly**

Minutes adequately summarising the discussions of the general assembly as well as those in attendance shall be made. The minutes and resolutions of the general assembly shall be recorded in a special register kept at the Company's office.

Without prejudice to the right of third parties acting in good faith, a resolution adopted at the general assembly in violation of provisions of the Companies Regulations or these Articles of Association shall be void.

**Article (19) Written resolution of the Shareholder**

Any action that may be taken by the Shareholder at a general assembly may also be taken by a resolution in writing.

**SECTION FOUR: FINANCIAL YEAR, DIVIDENDS, RESERVE FUND AND AUDITORS**

**Article (20) Financial Year**

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

**Article (21) Financial Records**

The Company shall maintain accounting records with respect to its operations including any specific records that the Company is obliged to maintain as per the Companies Regulations and the requirements of the laws of the State. Such records will be kept at the registered office and will at all times be available for inspection by the Board of Directors or the Manager(s) (as applicable) and the Shareholder.

**Article (22) Dividends and reserve fund**

The annual net profits of the Company shall be distributed after deducting all costs and expenses, all provisions for liabilities and depreciation, any management and services fees payable by reference to the profits, any allocation to the legal reserve fund, and all taxes payable by reference to the profits as follows:

(a) Ten per cent. (10%) of the net pre-tax profits shall be deducted every year and credited to the Company’s legal reserve. Such deduction shall continue until the total of the legal reserve shall amount to fifty per cent. (50%) of the capital of the Company. Should this total thereafter drop below that amount for any reason whatsoever the deficit must be made up by resuming such deductions as aforesaid. The Shareholder may decide to utilise the legal reserve to cover the Company’s losses or increase its capital.

(b) The remaining amount of the net profits after tax may be distributed to the Shareholder. However, the Shareholder may decide to carry forward all or any part of those net profits may to the following year or allocate such profits to a supplementary reserve fund.

(c) Losses, if any, may be carried forward to the following year. However, no dividend shall be payable except after deduction of such losses from any profits.

**Article (23) Auditors**

The Company shall have Auditors who shall be elected annually by a decision taken by the general assembly and who shall be amongst those Auditors licensed to work in Qatar according to the Auditors Law No. (8) of 2020 (as from time to time amended or re-enacted). Such Auditors must observe the terms of these Articles of Association and the Companies Regulations. The Auditors shall review the full accounts and inventories of the Company, check the Company's profit and loss account and balance sheet, and present a yearly report to the Shareholders. The Auditors shall have the right to call for and examine all books of the Company.

**SECTION FIVE: WINDING UP AND LIQUIDATION OF THE COMPANY**

**Article (24) Winding up**

The Company shall be wound up in the following circumstances:

(a) the expiry of the term of the Company without its renewal;

(b) expiry of the object for which the Company has been incorporated, or where realization of such objects becomes impossible;

(c) destruction of all or most of the Company’s property, rendering the investment of the remainder infeasible;

(d) merger of the Company into another;

(e) issuance of a judicial judgment dissolving the Company and declaring it bankrupt; and

(f) when the Shareholder resolves that the Company be wound up voluntarily.

**Article (25) Liquidation**

###### The liquidation of the Company must be subject to the provisions of the Companies Regulations.

**SECTION SIX: CONCLUDING PROVISIONS**

**Article (26) Expenses of incorporation**

All the expenses which are necessary for the incorporation of the Company, such as administrative fees, stamp fees, printing expenses and legal advisers' charges, shall be borne by the Company under the heading of general expenses.

**Article (27) No provision in Articles of Association or Conflict with Companies Regulations**

The provisions of the Companies Regulations shall apply:

(a) in any case where these Articles of Association do not contain an express provision; and

(b) in the event of any conflict between these Articles of Association and the Companies Regulations.

**Article (28) Copies of the contract**

These Articles of Association have been written in sufficient number of original sets to be retained by the Shareholder, one copy for registration in the Register and the remaining copy to be kept at the registered office of the Company.

Executed on the date set forth below.

**Signatures**

**The Shareholder**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The share capital may be denominated in Qatari Riyals or US Dollars. [↑](#footnote-ref-1)
2. The nominal value shall not be less than One Qatari Riyal. [↑](#footnote-ref-2)
3. Where a Board of Directors is appointed, the Articles should be adjusted to set out the method of the Board’s work (including number of meetings, quorum, voting rights etc..) as contemplated by Regulation 35 of the Companies Regulations. [↑](#footnote-ref-3)