



C109141/2.

COMPANIES ACT, 1995

LIMITED LIABILITY COMPANY

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

NEXTRISE GROUP LTD.

True copy of the Memorandum and Articles of Association of Nextrise Group Ltd. consisting of 11 pages, as obtained from the Malta Business Registry's portal.

A handwritten signature in blue ink, appearing to be 'Dr. Jessica Borg'.

Dr. Jessica Borg
LL.B., N.P., LL.D., M.A. Fin. Serv.,
M.Sc (Melit.)
Advocate
Fort Business Centre, Level 2
Triq l-Intornjatur, Zone 1
Central Business District
Birkirkara CBD 1050
Malta
05.09.2025

MEMORANDUM OF ASSOCIATION

OF

NEXTRISE GROUP LTD.

1. NAME

The name of the Company is **Nextrise Group Ltd.**

2. REGISTERED OFFICE

The registered office of the Company shall be situated at The Ferries Business Centre, Level 3, Guze Fava Street, Sliema, Malta, SLM1632 or at such other address as the Board of Directors may from time to time determine.

The email address of the Company is accounts@nextrise.com

3. OBJECTS

The main activity of the Company shall be:

- (a) To carry on the business of a holding company and therefore to subscribe for, underwrite, take, purchase, participate in or otherwise acquire, hold, manage, sell or otherwise dispose of, and deal in any manner whatsoever in, shares, stock, debentures, bonds, notes or other securities whatsoever solely for and on behalf of the Company, and options, warrants or other rights or interests whatsoever in any such securities of, and any interests whatsoever in, any company in any other part of the world as the Company may determine and in such manner, under such terms and conditions and for such consideration as the Company may think fit;

The Company shall also have the following objects:

- (b) To do all such other services that may be collateral, conducive, subsidiary, complimentary, ancillary or in any other way necessary or useful to give effect to the objects for which this Company is constituted;
- (c) To enter into partnership or amalgamate with any person or body for the purpose of carrying on any business or transaction within the objects of the Company, and for such purpose to enter into such arrangements for co-operation, sharing profits, losses, mutual assistance, or other working arrangements as may seem desirable;
- (d) To negotiate and enter into any agreement in connection with the above;
- (e) To employ personnel under full or part time employment arrangements and under definite or indefinite contracts of employment for purposes of the operation of the above-mentioned businesses;

- (f) To contract consultants under definite or indefinite contracts of service for purposes of the operation of the above-mentioned businesses;
- (g) To apply for, promote and obtain any privilege, concession, licence or other authorisation or right of any Government or other authority for enabling the Company to carry any of its objects into effect or for any purpose which may seem expedient, and to oppose, any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the company.
- (h) To enter into any agreement or make any arrangement in connection with the Company's business, with any Government department or agency, any body corporate set up by law or with any other person or body of persons which is in the interest of the Company;
- (i) To purchase, take on lease, exchange or otherwise acquire under any title, and to sell, give on lease, exchange or otherwise dispose of under any title, and to charge or hypothecate, in whole or in part, or otherwise turn to the advantage of the Company, and to develop, any movable or immovable property, rights, privileges and interests which the Company may consider necessary or convenient for its purposes for such consideration and under such terms and conditions as the Company may think fit;
- (j) To subscribe for, take, purchase, sell, invest in, exchange or otherwise acquire, hold, manage, develop, deal with and turn into account any bonds, debentures, shares (whether fully paid or not), stocks, options or securities of governments, states, municipalities, public authorities, or public or private, limited or unlimited companies, and whether on a cash or margin basis and including short sales and to lend or borrow money against the security of such bonds, debentures, shares, stocks, options or other securities;
- (k) To undertake and carry on any other trade or business within the scope of the Company's objects and all operations and transactions which can be carried on by the Company in connection with or as ancillary to the business of the Company;
- (l) To invest, lend and deal solely for and on behalf of the Company with the moneys of the Company not immediately required, without limitation in such property, investments, and instruments or upon such security and in such manner, as the Company may from time to time deem desirable;
- (m) To enter into partnership or amalgamate with any person or body of persons for the purpose of carrying on any business or transaction within the objects of the Company, and for such purpose to enter into such arrangements for co-operation, sharing profits and losses, mutual assistance, or other working arrangements as may seem desirable, in fulfilment of the Company's objects;
- (n) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

It is hereby expressly declared that the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in no way be limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company but may

be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.

Nothing in the foregoing shall be construed as empowering or enabling the Company to carry out any activity or service which requires a licence or other authorisation under any law in force in Malta without such a licence or other appropriate authorisation from the relevant competent authority and the provisions of Article 77(3) of the Companies Act shall apply.

4. SHARE CAPITAL

- (a) The authorised share capital of the Company is one thousand two hundred Euro (€1,200) divided into one thousand two hundred (1,200) Ordinary Shares of one Euro (€1) each.
- (b) The issued share capital of the Company is one thousand two hundred Euro (€1,200) divided into one thousand two hundred (1,200) Ordinary Shares of one Euro (€1) each, which shares have all been subscribed and paid up as follows:

Subscriber	No. of shares
Hamza Hakan Hizli	1,200 Ordinary Shares
Swedish National	100% Paid Up
Passport no: 36645087	
Vretvagen 14	
183 63 Taby	
Sweden	

5. DIRECTORS

- (a) The management and administration of the Company's affairs shall be entrusted to a Board of Directors consisting of not less than one (1) and not more than five (5) Directors.
- (b) The Director mentioned in this Memorandum of Association and other Directors who may from time to time be elected or appointed shall be so elected or appointed until death or such time as they resign or are removed from office by the shareholders in general meeting.
- (c) The Directors of the Company are:

Mr Aaron Caruana, Maltese National
Identity Card no: 0306585M
36, Serenity,
Bzulija Street
Birzebbuga
Malta

Ms Hatice Beril Goncu, Turkish National
Identity Card no: 0275134A
134, Flat 2,
Triq Spinola, Paceville
St. Julians
Malta

6. LEGAL & JUDICIAL REPRESENTATION

The legal representation of the Company shall be exercised by any one director acting alone or, in addition and without prejudice to the aforesaid the Board of Directors may, from time to time, appoint any other person or persons to represent the Company in a specific case or cases.

One director will represent the Company in judicial proceedings, provided that no proceedings may be instituted by the Company without the Board's authority.

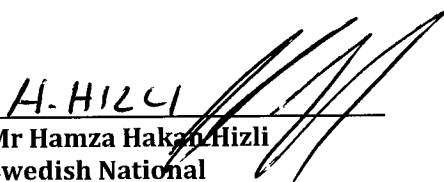
7. COMPANY SECRETARY

The company secretary shall be:

Mr Aaron Caruana
Identity Card no: 0306585M
36, Serenity,
Bzulija Street
Birzebbuga

8. STATUS

This Company is being formed and registered as a private exempt company.


Mr Hamza Hakan Hizli
Swedish National
Passport no: 36645087
Vretvagen 14
183 63 Taby
Sweden

ARTICLES OF ASSOCIATION

OF

NEXTRISE GROUP LTD.

PRELIMINARY

1. The regulations contained in Part I of the First Schedule to the Companies Act, 1995 (such Schedule being hereinafter called the 'First Schedule') shall apply to the Company save in so far as they are excluded or varied hereby.
2. The company is established as a Private Exempt Company and accordingly:
 - (a) that the number of persons holding debentures of the company is not more than fifty;
 - (b) that no body corporate is a director of the company, and neither the company nor any of the directors is party to an arrangement whereby the policy of the company is capable of being determined by persons other than the directors, members or debenture holders thereof.

The regulations contained in Part II of the First Schedule relating to the management of a Private Company shall apply to the Company.

TRANSFER AND TRANSMISSION OF SHARES

3. Any member wishing to transfer his/her shares or any of them (hereinafter referred to as the 'Transferring Member' must first offer them for sale to the other members; the Transferring Member shall inform the Board of Directors by a notice in writing (hereinafter referred to as 'the transfer notice') specifying the number of shares to be transferred, the name of the proposed transferee(s) and the Transferring Member's estimated valuation of each share.
4. The receipt by the Board of Directors of a transfer notice shall, unless and until revoked in writing by the Transferring Member wishing to transfer his/her shares, constitute an authority to them to offer for sale the shares specified therein, to existing members of the Company as follows: -
 - (a) The fair value for any shares to be transferred is that proportion of the value of the entire share capital of the Company that the Transferring Member's shares bear to the entire issued share capital of the Company (with no discount for the size of the Transferring Member's shareholding).
 - (b) For the purpose of the above calculation, the value of the entire issue share capital of the Company shall be taken to be either:
 - i. The amount determined by agreement of all members in a general meeting; or
 - ii. If the members fail to reach an agreement in accordance with article 4 (b) (i) above, the amount the Independent Accountants consider to be the fair value of the entire share capital of the Company.

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- (c) For the purpose of article 4 (b) (ii), in determining the fair value of the entire share capital of the Company, the Independent Accountants shall rely on the following assumptions:
 - i. The sale is between a willing seller and a willing buyer;
 - ii. The shares are sold free of all restrictions, liens, charges and other encumbrances; and
 - iii. The sale is taking place on the date the Independent Accountants were requested to determine the fair value.
 - (d) The Independent Accountants shall act as experts and not as arbitrators and their written determination shall be final and binding on the members (in the absence of manifest error or fraud).
 - (e) Each member shall bear its own cost in relation to reference to the Independent Accountants. The Independent Accountants' fees and costs properly incurred by them in arriving at their valuation shall be borne by the Company.
 - (f) "Independent Accountant" means a firm of independent chartered accountants agreed between the members and if such firm is not agreed upon within 7 days from the member's request to appoint Independent Accountants, such firm as is appointed by the President of the Institute of Chartered Accountants on application by any member.
5. When a fair value of the shares has been determined in the manner prescribed in Article 4, the Directors shall by notice in writing inform the Transferring Member and shall cause a notice to be sent to every other member of the Company stating the number and the fair value of the shares for sale and inviting them to state, in writing within fourteen (14) days, what number of shares, if any, they are willing to purchase.
6. On the expiration of the said fourteen (14) days, the Board of Directors shall allocate the said shares to members willing to purchase. If the requests for shares exceed the number for sale, the Directors shall apportion the shares in accordance with the purchasing members' existing shareholdings.
7. The member wishing to transfer his shares shall complete and execute the transfers of the said shares in accordance with the allocation by the Directors and shall surrender to the Company his share certificate.
8. If the Board of Directors shall be unable, within two months of receipt of the transfer notice referred to in Article 3, to find the purchaser for all or any of the shares amongst the holders of the existing shareholding, the transferring member shall be entitled to sell to the person named in the transfer notice at a price which is not less than the fair valuation placed on the shares in the manner prescribed in Article 4.
- 8A. No restriction on the transfer or transmission of shares shall apply where such transfers or transmissions take place whether 'inter vivos' or 'causa mortis' to an ascendant, linear descendant, wife or husband, widow or widower of the Transferring or deceased Member or to any person who holds or held more than seventy five percent (75%) of the direct beneficial ownership and voting rights and effective control in such Member (where such Member is or was a partnership, company or any other legal person) or to the ascendant, linear descendant, wife or husband, widow or widower of such person holding more than seventy five percent (75%) of the direct beneficial ownership and voting rights and effective control in such Member, or to any partnership, company or legal person

in which more than seventy five per cent (75%) of the ultimate beneficial ownership and voting rights and effective control is or was held by the said Member.

Further, and notwithstanding anything to the contrary in these Articles, no restriction on the transfer of shares shall apply when such transfer is effected to a partnership, company or any other legal person in which any two members hold jointly more than seventy five percent (75%) of the direct beneficial ownership and voting rights and effective control.

For the purpose of this Article 8A, the term 'deceased Member', wherever used herein, shall include a Member which is a partnership, a company or a legal person which has ceased to exist for any reason whatsoever and 'transmission *causa mortis*' or its derivative, wherever used in this Article 8A, shall be construed accordingly.

Any person becoming so entitled to a share or shares in the company following such a transfer 'inter vivos' or 'causa mortis' may elect either to be registered himself as holder of the share or shares or to have some person nominated by him so registered and the Directors shall, in either case, have no right to decline or suspend such registration.

PROCEEDINGS AT GENERAL MEETINGS

9. (1) All business transacted and determinations made by the Company in General Meeting (whether Annual or Extraordinary) shall be so transacted and made by Ordinary Resolution unless otherwise provided in these Articles or required by law.

(2) Decisions on the following matters shall be reserved to the General Meeting (to the exclusion of the Board of Directors) and shall require an Extraordinary Resolution:

(a) the price of the transfer or the disposal under any other title whatsoever of the business of the Company or a substantial part thereof;

(b) the resolution to dissolve and wind up the Company and to appoint a liquidator;

(c) the capitalisation of amounts standing to the credit of the Company's reserve accounts or of the profit and loss account or otherwise available for distribution.

(3) An Extraordinary Resolution means a resolution which:

(a) has been taken at a general meeting of the Company of which notice specifying the intention to propose the text of the resolution as an extraordinary resolution and the principal purpose thereof has been duly given; and

(b) has been passed by a number of members having the right to attend and vote at any such meeting holding in the aggregate not less than seventy five percent (75%) in nominal value of the shares conferring that right.

(4) An Ordinary Resolutions means a resolution which has been passed by a number of members having the right to attend and vote at any such meeting holding in aggregate more than fifty per cent (50%) in nominal value of the shares conferring that right.

(5) No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business; a Member or Members present in person or by proxy and entitled to vote and holding in the aggregate not less than seventy five per cent (75%) of the issued paid-up share capital of the Company shall be a quorum.

10. Subject to any rights or restrictions for the time being attached to any class or classes of shares, every Member shall have one vote for each share of which he is the holder; poll votes may be given either personally or by proxy.

11. A resolution in writing signed by all the Member(s) for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held, and may consist of two or more documents (including a telefax) in like form each signed by one or more of the Members (or their duly authorised representatives).

11A. The Members of the Company shall be notified by letter in writing at least fifteen (15) days in advance of any general meeting as convened or as postponed. Such letter shall also contain the agenda of the meeting.

POWERS AND DUTIES OF DIRECTORS

12. The business of the Company shall be managed by the Board of Directors, who may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in a General Meeting, subject, nevertheless, to the provisions of these Articles and of the Act and to such directions, being not inconsistent with any provisions of these Articles and of the Act, as may be given by the Company in a General Meeting: provided that no direction given by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such direction had not been given. The general powers conferred upon the Directors by this Article shall not be deemed to be abridged or restricted by any specific power conferred upon the Directors by any other Article.

13. A resolution in writing signed by all the Directors for the time being entitled to receive notice of and to attend and vote at a meeting of the Board of Directors shall be as valid and effective as if the same had been passed at a meeting of the Board of Directors of the Company duly convened and held and may consist of two or more documents (including a telefax) in like form each signed by one or more of the Directors (or their duly authorised representatives) at a different time and place.

14. Each Director shall have a vote during the meeting of the Board of Directors.

15. Regulations 14, 54 and 57 to 61 both inclusive of Part I of the First Schedule shall not apply.

APPOINTMENT AND REMOVAL OF DIRECTORS

16. The Directors of the Company shall be appointed and/or removed from office as provided in Clause 5 of the Memorandum of Association of the Company and in terms of Article 17 of these Articles.

17. A Director may also be appointed to the Board by means of an ordinary resolution of the shareholders passed at a general meeting of the Company.

18. A Director may be removed before the expiration of his period of office by an ordinary resolution taken at a general meeting of the class of shares appointing the Director or by a resolution taken at a general meeting of the Company and passed by a member or members having the right to attend and vote, holding in the aggregate shares entitling the holder/s thereof to more than fifty per cent (50%) of the voting rights attached to shares represented and entitled to vote at the meeting.

19. Any Director may at any time, generally or for a specified time, appoint any person to be his alternate Director; the person so appointed need not be a Member of the Company and shall have the right to attend and vote for the director in his absence at any board meeting or meetings. The person so appointed shall have a vote as a Director for each Director by whom he is so appointed. Any such appointment must be in writing and must be deposited at the registered office of the Company. A Director, who is also an alternate Director, shall be entitled in addition to his own vote, to a separate vote on behalf of the Director he is representing. An alternate Director shall *ipso facto* vacate office if his appointer ceases for any reason to be a Director, and an appointment or removal under this Article shall be effected in writing to the Company under the hand of the Director making the same.

20. Unless a specific term of office is stipulated on their appointment the Directors of the Company shall serve without retirement until death or until they retire or are removed by the Company in accordance with Article 140 of the Companies Act.

PROCEEDINGS OF DIRECTORS

21. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit.

22. The directors may elect a chairman of their meetings and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the meeting shall be adjourned to the same day at the same time the following week. If during the adjourned meeting, the directors fail to agree on who shall act as chairman of their meeting, the matter shall be referred to the general meeting, who shall decide by means of an Ordinary Resolution.

23. No business may be transacted at a meeting of the Board of Directors unless the majority of Directors is present. In the event of more than one Director, a quorum of Directors needs to be present. The quorum shall consist of any two Directors present in person and entitled to vote and holding in the aggregate not less than fifty-one per cent (51%) of the voting rights at Board level. For the purpose of this Article an alternate director shall be counted in the quorum, even where one director is voting as an alternate to another director.

24. Any and all decisions of the Board of Directors taken at a meeting where the above-mentioned quorum of directors is present shall be valid if consented to by a majority of votes.

PLEDGING OF SECURITIES

25. Any ordinary share in the Company may be pledged by its holder or holders in favour of any person as security for any obligation. Provided that this shall be without prejudice to the rights of the shareholders of the Company under Articles 3 to 8A of these Articles of Association.

NOTICES

26. Notices of Shareholders' meetings shall be delivered by registered post to all shareholders whether their registered address is in Malta or not.



Mr Hamza Hakan Hizli
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183 63 Taby
Sweden