Adopted: 27 September 2023

ARTICLES OF ASSOCIATION

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

SBJBC UK

(Company number: 09015713)

INTERPRETATION

1 In these Articles:

"Act" means the Companies Act 2006 including any statutory modification or re-enactment for the time being in force.

"Annual General Meeting" means a meeting held pursuant to Article 21.

"BCC" means British Chambers of Commerce (registered in England and Wales with the number 9635).

"By-law" means any By-law from time to time in force which has been duly made by the Executive Board pursuant to these Articles or any of them.

"Chairperson" means the Chairperson of the Company.

"Chief Executive Officer" means any person for the time being appointed to perform the duties of Chief Executive of the Company.

"Chief Operating Officer" means any person appointed from time to time to perform the duties of the chief operating officer of the Company.

"Co-Chairs" means the Saudi Arabian and British co-chairs of the Saudi British Joint Business Council.

"Committee" means any committee established under Article 51.

"Company" means SBJBC UK.

"Company Secretary" means T&H Secretarial Services Limited or any other Company Secretary appointed by the Executive Board.

"Connected with a Member" means an individual who is a partner director or employee of or consultant to a Member.

"Council" means the SBJBC Strategic Council (howsoever designated from time to time).

"Councillor" means a member of the Council.

"Council Annual Meeting" means a meeting of the Council pursuant to Article 70.

"Council Chair" means the chair of the Council appointed by the Executive Board from time to time. At the date of the adoptions of these articles the Council Chair is Martin Gilbert.

"Council Deputy-Chair" means the deputy chair of the Council appointed by the Executive Board from time to time.

"Constitution" means the Memorandum and Articles of Association of the Company and any By-laws from time to time in force.

"Deputy-Chairperson" means any Deputy-Chairperson of the Company.

"Director" means a member of the Executive Board.

"Elected Councillor" means a member of the Council elected by the Members or appointed to fill a casual vacancy.

"Electronic Communication" means the same as in the Electronic Communications Act 2000.

"Executive Board" means the Board of Directors of the Company.

"Friend of SBJBC" means an individual or corporate entity approved by the Executive Board as an associate to the Company that has certain privileges but is not a Member.

"Honorary Member" means an individual who has been admitted to Honorary Membership pursuant to Article 10.

"Honorary President" means an individual appointed by the Executive Board to be the Honorary President from time to time.

"Majority Resolution" means a resolution of the Executive Board passed by a majority of two-thirds of the members of the Executive Board present and entitled to vote on the resolution.

"Member" means a member for the time being of the Company other than an Honorary Member and a Friend of SBJBC.

"Officers" means the Chairperson, any Deputy--Chairperson, Council Chair, Council Deputy-Chair and Chief Executive Officer.

"Subscriber" means an individual who has subscribed to the Memorandum of Association and to these Articles.

"Working Group" means the Healthcare Group, the Education Group, the PPP Group, the Offset Group, the SME Group and any other working group established pursuant to Article 84.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other methods of representation or reproducing words in visible form and shall include forms of Electronic Communication.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

AIMS AND PURPOSE

2 The Company represents the UK membership of the Saudi British Joint Business Council first established in 1999 through an agreement between the Committee for Middle East Trade and the Council of Saudi Chambers of Commerce.

3 The Company's main objects are:

(a) to develop and enhance relations at all levels between the business communities in the Kingdom of Saudi Arabia and the United Kingdom and to inform the members of both the Company, and the Company's counterpart organisation in the Kingdom of Saudi Arabia, about the economic opportunities available with the counterpart party;

(b) to promote, facilitate and develop private sector commerce and business activity between companies incorporated in the Kingdom of Saudi Arabia and in the United Kingdom in cooperation with the Co-Chairs and members of the Saudi British Joint Business Council;

(c) to communicate with the authorities in both the Kingdom of Saudi Arabia and the United Kingdom with the aim of improving business to business cooperation between the two countries;

(d) to help in settling commercial disputes between parties from the Kingdom of Saudi Arabia and the United Kingdom;

(e) to facilitate training, technology transfer and knowledge exchange between the Kingdom of Saudi Arabia and the United Kingdom;

(f) to provide advice and counsel on issues of trade and business relations between the governments and authorities of the Kingdom of Saudi Arabia and the United Kingdom, and follow-up recommendations agreed by the Co-Chairs and Executive Board members of the Saudi British Joint Business Council from time to time;

(g) to promote, exploit and advance commercial opportunities between the Kingdom of Saudi Arabia and the United Kingdom, provide information and encourage discussions on:

i factors that may affect the growth of private sector business in the Kingdom of Saudi Arabia;

ii initiatives that the British and Saudi Arabian governments might take to promote private sector business and investment growth in the Kingdom of Saudi Arabia; and

iii promotion of business opportunities in the Kingdom of Saudi Arabia and the United Kingdom, particularly for small and medium sized enterprises;

(h) to enter into agreements with appropriate entities to advance the objects stated above.

4 In furtherance of the main objects, but not otherwise, the Company shall have the power:

(a) to buy, take on lease or in exchange, hire or otherwise acquire any real or personal estate or premises in the United Kingdom or the Kingdom of Saudi Arabia, which may appear convenient;

(b) to accept any gift of property, whether subject to any special trust or not, for any purpose within the main objects;

(c) to print and publish in any country any periodical, leaflet or other publication;

(d) to sell, lease, mortgage, charge or otherwise deal with all or any part of the property of the Company;

(e) to borrow and raise money and secure its repayment in any manner;

(f) to invest the funds of the Company in or upon such investments, securities or property as may be thought fit;

(g) to employ such persons as may be required for the purposes of the Company at such salary and on such terms as to notice within the limits permitted by law and otherwise as the Executive Board thinks fit;

(h) to subscribe to any other company's or association's objects, and grant donations for any public, general or useful purposes;

(i) to buy or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any body with which the Company is authorised to amalgamate;

(j) to transfer all or any part of the property, assets, liabilities and engagements of the Company to any body with which the Company is authorised to amalgamate; and

(k) to do all such other lawful things as are incidental or conducive to the pursuit or attainment of any of the main objects.

5 The income of the Company, from wherever derived, shall be applied solely in promoting the above objects, and no distribution shall be made to its members in cash or otherwise provided that nothing herein shall prevent any payment in good faith by the Company of:

(a) a salary to the Chief Executive Officer, any Chief Operating Officer and any other employees of the Company;

(b) reasonable and proper rent for premises demised or let by the Company; or

(c) out of pocket expenses of the Executive Board.

6 The liability of the Members is limited.

7 Every Member of the Company undertakes to contribute to its assets, in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Company, contracted before he ceased to be a member and of the costs, charges, and expenses of winding up and for the adjustment of the rights of contributories among themselves such amount as may be required not exceeding £1.00.

8 If on the winding up of the Company there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall not be distributed among the Members of the Company, but shall be given or transferred to some other body (whether or not it is a Member of the Company) having objects similar to those of the Company, or to another body the objects of which are charitable.

9 Membership of the Company shall be restricted to those individuals, corporations or partnerships who either:

(a) trade or carry on business in the Kingdom of Saudi Arabia or with Saudi Arabian entities; or

(b) show genuine interest in conducting business in the Kingdom of Saudi Arabia or with Saudi Arabian entities,

provided that the Executive Board shall have the power to determine, in its absolute discretion, whether any individual, corporation or partnership shall be accepted as a Member of the Company.

10 The Council may, at its absolute discretion, propose to the Annual General Meeting that individuals, who have given valuable service to the Company, its predecessor body or to business, commerce and enterprise between the Kingdom of Saudi Arabia and the United Kingdom, or are distinguished in statesmanship or diplomacy, should be elected as Honorary Members. Honorary Members shall not be entitled as such to take part in the management of the Company or to vote at General Meetings but may receive such privileges as the Executive Board may from time to time determine. Honorary Members shall not be liable for any subscription.

11 An Honorary Member shall receive notice of and shall be entitled to attend all General Meetings to speak but not vote. An Honorary Member shall not be required to sign any application for membership or to pay any fees or subscriptions, nor shall he be or be deemed to be a Member liable to contribute any amount on the winding-up of the Company.

12 A Friend of SBJBC shall receive notice of and shall be entitled to attend all General Meetings and to speak but not vote at the same. A Friend of SBJBC shall not be required to sign any application for membership but shall pay such annual fee or subscription as is notified to them by the Executive Board prior to their acceptance as a "Friend of SBJBC. A Friend of SBJBC shall not be or be deemed to be a Member liable to contribute any amount on the winding-up of the Company. An application to become a Friend of SBJBC shall be made in writing in such form as the Executive Board may in its absolute discretion prescribe from time to time.

13 All applications for membership shall be made in writing in such form (containing an undertaking to be bound by the Constitution of the Company if elected) as the Executive Board may in its absolute discretion from time to time prescribe.

14 The election of Members and Friends of SBJBC shall be by Resolution of the Executive Board which (save as hereinafter mentioned) may refuse any application without giving reasons. The Executive Board will operate fair and legal procedures for dealing with the approval of applications. Delivery of the application to the Company shall be accompanied by the amount of the entrance fee (if any) from time to time determined by the Executive Board unless the Executive Board determines that this amount may be paid at a later date. The Executive Board may determine different entrance fees for different categories of Member and Friends of SBJBC.

15 A Member and a Friend of SBJBC may terminate membership by giving notice in writing at least three months before the day when his subscription shall next be due. If no such notice is received, the Member or Friend of SBJBC shall be liable for the subscription for the ensuing year which shall be a debt due to and legally recoverable by the Company.

16 Unless the Executive Board shall suspend the operation of this Article from time to time for a period either generally or in any specific case or cases a Member or a Friend of SBJBC shall automatically cease to be a Member or Friend of SBJBC:

(a) if being a company an order shall be made or resolution passed for winding up otherwise than for the purpose of reconstruction;

(b) if adjudicated bankrupt;

(c) if suspending payment or compounding with creditors;

(d) if being an individual he is or may be suffering from mental disorder and a registered medical practitioner provides a written opinion to the Company stating that that person has become physically or mentally incapable and may remain so for three or more months; or

(e) if failing to pay the prescribed subscription within three months of the due date.

17 The Executive Board may at any time by Majority Resolution expel any Member or Friend of SBJBC at any time provided that:

(a) not less than twenty-one days' notice of the proposed resolution and of the matters giving rise to the proposed resolution have been given to the Member concerned; and

(b) the Member concerned has been given a reasonable opportunity to make representations and to attend or be represented at the meeting of the Executive Board called to consider the case and to be heard in defence.

Any Member or Friend of SBJBC so expelled shall lose all privileges of membership or of association as the case may be but without prejudice to any claims that the Company may have, but the Executive Board by resolution may re-admit to membership any Member or Friend of SBJBC so expelled at such time and on such terms as it may determine.

18 The annual subscription to the Company shall be at such rates as may from time to time be fixed by the Executive Board, and shall become due and payable in advance on such date or dates as the Executive Board may from time to time determine. For the purpose of fixing the annual subscriptions the Executive Board may by By-law or otherwise from time to time divide Members into categories and fix different rates of subscription for different categories.

19 The Chief Operating Officer shall send a written notice to any Member or Friend of SBJBC who fails to pay their annual subscription in accordance with Article 17 and such Member or Friend of SBJBC may have their membership of the Company withdrawn if they fail to pay the Subscription to the Company within 60 days of the date of the written notice sent by the Company.

20 The interest and rights of a Member and Friend of SBJBC are personal only and not transferable or transmissible on death or liquidation.

21 Members shall be entitled to vote at meetings of the Company in accordance with the subsequent provisions of these Articles.

GENERAL MEETINGS OF MEMBERS

22 The Company shall hold a general meeting in every year as its Annual General Meeting at such time and place as may be determined by the Executive Board, and shall specify the meeting as such in the notice calling it, provided always that not more than fifteen months shall be allowed to elapse between two successive Annual General Meetings.

23 The Executive Board may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene general meeting in accordance with the provisions of the Act.

24 General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if so agreed by a majority in number of the Members having a right to attend and vote being a majority together holding not less than ninety per cent of the total voting rights at the meeting of all the Members. The notice of a meeting shall specify the time and place of the meeting and in the case of special business the general nature of that business, and shall be given to all Members, members of Council and auditors.

25 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

26 All business shall be deemed special that is transacted at an Annual General Meeting with the exception of the consideration of the accounts and balance sheet and the reports of the Executive Board and the auditors, the election of members of the Executive Board and the appointment of and the fixing of the remuneration of the auditors.

27 No business shall be transacted at any general meeting unless a quorum is present. Five persons entitled to vote upon the business being transacted, each being a Member, or a person connected with a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.

28 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Executive Board may determine, and, if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present in person or through a person connected with a Member or by proxy or by duly authorised representative shall be a quorum.

29 The Chairperson or in his absence any Deputy-Chairperson (and if more than one Deputy-Chairperson is present, the Deputy-Chairperson longest in office) or in his absence some other member of the Executive Board nominated by the Executive Board shall preside as chairman of the meeting, but if neither the Chairperson nor any such other person be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the members of the Executive Board present shall elect one of their number to be chairman and if there is only one member of the Executive Board present and willing to act he shall be chairman.

30 If no member of the Executive Board is willing to act as chairman, or if no member of the Executive Board is present within fifteen minutes of the time appointed for holding the meeting, the Members present in person or by proxy or duly authorised representative shall choose one of their number to be chairman.

31 The Chairperson may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least

seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

32 A resolution put to the vote of a general meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

(a) by the Chairperson; or

(b) by at least five Members having the right to vote at the meeting;

and a demand by a person as proxy for or duly authorised representative of or a person connected with a Member shall be the same as a demand by a Member.

33 Unless a poll is duly demanded a declaration by the Chairperson that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

34 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairperson and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

35 A poll shall be taken as the Chairperson directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

36 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairperson directs not being more than thirty days after the poll is demanded. The demand for the poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

37 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

38 On a show of hands every Member who (being an individual) is present in person or by proxy or (being a company, corporation, firm or other organisation) is present by a proxy or a duly authorised representative or a person connected with a Member, not being himself a Member entitled to vote, shall have one vote and on a poll every Member shall have one vote.

39 No Member shall vote at any general meeting, either in person or by proxy or duly authorised representative, or a person connected with a Member, unless all moneys presently payable by him to the Company in respect of subscriptions have been paid.

40 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairperson whose decision shall be final and conclusive.1

41 On a poll, votes may be given either personally or by a person connected with a Member or by proxy or duly authorised representative.

42 Any vote given or poll demanded by a proxy shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Secretary before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) was received by the Chairperson , the Chief Operating Officer or any Director at the time appointed for taking the poll.

43 No Member shall have the right to receive notice of or to send a representative to or to vote at any meeting or exercise any other rights of membership whether conferred by these articles or otherwise if it is more than three months in arrears with the payment of any of its affiliation.

44 Members of the Executive Board and of the Council shall be entitled to attend and speak at any general meeting notwithstanding that they are not Members of the Company or persons connected with a Member or proxies or duly authorised representative of a Member.

THE EXECUTIVE BOARD

45 The Executive Board may appoint its own meetings and regulate its own proceedings..

46 The Executive Board shall appoint a Chief Executive Officer and may appoint other Directors.

47 No person shall be appointed a Director unless he has consented so to act.

48 The Executive Board shall include:

(a) the Chairperson who shall be elected by the Executive Board from their number;

(b) the Deputy-Chairperson who shall also be elected by the Executive Board from their number; and

(c) the Chief Executive Officer.

49 Subject to the provisions of the Act, the Constitution and to any directions given by special resolution passed by the Members, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Constitution and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the Directors by the Constitution and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.

50 The quorum for the transaction of the business of the Executive Board may be fixed by the Executive Board and unless so fixed at any other number shall be five.

51 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

52 The Directors may delegate any of their powers to any committee consisting of at least one Executive Board member and such other persons, whether or not Executive Board members, as the Executive Board may think fit. They may also delegate to the Chief Executive Officer or Chief Operating Officer such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of the Directors so far as they are capable of applying.

53 In the management of the business of the Company the Directors shall ensure that the Council and Committees of the Council are provided with such facilities (including secretarial assistance) as are reasonably required to enable the Council and the Committees to carry out their functions and particularly their functions concerning representational matters.

54 No Director other than the Chief Executive Officer shall be entitled to remuneration for his service as a Director. The Directors may be paid all expenses properly incurred in connection with the discharge of their duties. The remuneration of the Chief Executive Officer shall be determined by the Executive Board and may combine remuneration for services outside the scope of the ordinary duties of a Director.

APPOINTMENT AND RETIREMENT OF DIRECTORS

55 No person shall be appointed or reappointed a director at any general meeting unless:

(a) he is recommended by the Executive Board; or

(b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by two Members qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed; or

(c) he is nominated by the Council.

56 Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the Directors for appointment or reappointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment or reappointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the Company's register of Directors.

57 The Company may by ordinary resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director and (subject to Article 56) may also determine the rotation in which any additional Directors are to retire.

58 Each Director (unless appointed under Article 57) shall be appointed by the Members at the Annual General Meeting. Each Director, except for any director who is also an Officer, shall hold office for a term of three years and will then be subject to re-election. Each Director subject to re-election may be re-elected only for a maximum further two terms of three years. After holding office as a Director for nine years a Director shall retire and shall not then be eligible for re-election for a further period of three years. No director who is also an Officer shall be subject to the re-election requirement or any maximum term of office for so long as he remains an officer..

59 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the articles as the maximum number of Directors. Such Director shall be subject to re-election at the next Annual General Meeting of the Company.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

60 The office of a Director shall be vacated if:

(a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or

(b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(c) he is, or may be, suffering from mental disorder and a registered medical practitioner provides a written opinion to the Company stating that that person has become physically or mentally incapable and may remain so for three or more months; or

(d) he resigns his office by notice to the Company; or

(e) he shall for more than six consecutive meetings have been absent without permission of the Directors from meetings of Directors and the Directors resolve that his office be vacant.

STRATEGIC COUNCIL

61 There shall be a Council as provided in Articles 61 to 70.

62 The primary function of the Council shall be to work with the Company and other stakeholders to promote bilateral trade and other relationships between the United Kingdom and the Kingdom of Saudi Arabia.

63 The Executive Board shall consider from time to time possible candidates of appropriate distinction and relevance to the business of the Company (whether or not Members or persons connected with a Member and whether or not nominated by some other organisation) to join the Council.

64 The Council shall be recognised as a business forum of the Company and as such at its meetings collect, represent and promote the interests, views and opinions of the Members and of the business community generally interpreting to the best of its ability the true interests of the Company and its members and the wider public interest.

65 The Council shall be composed of:

(a) the Council Chair;

(b) the Council Deputy-Chair;

(c) the Chairperson;

(d) each Deputy-Chairperson;

(e) the Honorary President; and

(f) such individuals as may be appointed by the Executive Board to the Council from time to time.

66 No Councillor (except those who are also Directors in accordance with these Articles) shall be or be deemed to be or act as a director or shadow director of the Company

67 The Executive Board may at any time and in its absolute discretion and without giving any reason therefore by notice in writing given to a Councillor remove that person as a Councillor whereupon such person shall forthwith cease to be a Councillor.

68 An individual holding office as a Councillor (including the Council Chair and Council Deputy-Chair) or as the Honorary President shall cease to do so if:

(a) he becomes bankrupt or makes any arrangement or composition with his creditors generally, or

(b) he is, or may be, suffering from mental disorder and he is, or may be, suffering from mental disorder and a registered medical practitioner provides a written opinion to the Company stating that that person has become physically or mentally incapable and may remain so for three or more months; or

(c) he resigns his office by notice to the Company; or

(d) the Executive Board gives him notice pursuant to article 66: or

(e) he shall for more than six consecutive meetings have been absent without permission of the Council from meetings of the Council and the Council resolves that his office be vacated.

69 A Council Annual Meeting shall be held as soon as practicable after each Annual General Meeting of the Members and at the time of each bi-annual meeting with the members of the Saudi Chambers of Commerce.

70 Members of the Council will receive no remuneration from the Company and will be expected to pay their own expenses.

OFFICERS

71 The Chairperson shall be appointed from time to time by the Executive Board for such term as the Executive Board may think fit and the Chairperson , so appointed, may be removed by the Executive Board.

72 One or more Deputy Chairpersons may be appointed from time to time by the Executive Board for such term as the Executive Board may think fit and any Deputy- Chairperson, so appointed, may be removed by the Executive Board.

73 In case of any vacancy occurring in the office of Chairperson then the vacancy shall be filled by the most senior in office Deputy-Chairperson who shall cease to be Deputy-Chairperson and shall hold office as Chairperson until a new Chairperson is appointed by the Executive Board.

74 In the case of any vacancy occurring in the office of Deputy-Chairperson then the vacancy shall be filled by the Executive Board appointing a Deputy-Chairperson from amongst the Executive Board Members and if more than one individual be nominated a vote shall be taken to determine the matter in such manner as the Executive Board may decide.

CHIEF EXECUTIVE OFFICER

75 The Chief Executive Officer shall be appointed by the Executive Board for such period, at such remuneration and upon such terms as the Executive Board may think fit, and subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

76 The Chief Executive shall not also be the Chief Operating Officer.

77 In relation to his duties and obligations as a Director of the Company, the Chief Executive shall act as Managing Director and exercise such of the powers of the Executive Board as the Executive Board may from time to time consider desirable to be exercised by the Chief Executive. Any such delegation may be made subject to any conditions the Executive Board may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered.

78 In relation to his duties and obligations as a Councillor, the Chief Executive in conjunction with the Chairperson and other Officers shall be responsible for media relations in connection with representational matters.

CHIEF OPERATING OFFICER

79 Subject to the provisions of the Act, the Chief Operating Officer shall be appointed by the Executive Board for such term, at such remuneration and upon such conditions as it may think fit; and any Chief Operating Officer so appointed by the Executive Board may be removed by the Executive Board.

COMPANY SECRETARY

80 Subject to the provisions of the Act, the Company Secretary shall be appointed from time to time by the Executive Board for such term, at such remuneration and upon such conditions as they may think fit and the Company Secretary so appointed may be removed by them.

WORKING GROUP

81 The Executive Board may, at its absolute discretion, upon the application of Members who desire to associate themselves together in a working group with a view to representing the special interests of Members in a particular area, or of Members in a particular trade or other activity, authorise the formation of a new working group.

82 The Executive Board of its own volition and without any application may form a new working group.

BY-LAWS

83 The Executive Board shall have power to make, alter or revoke By-laws which are not inconsistent with the Memorandum of Association and these Articles and which do not reduce the functions of the Council.

84 Without prejudice to the generality of the foregoing By-laws may be made, altered or revoked in connection with:

(a) Membership;

(b) Subscriptions;

(c) Committees;

(d) proceedings of the Council;

(e) proceedings of the Executive Board; and

(f) working groups.

DIRECTORS CONFLICTS OF INTEREST

85 The Executive Board may, in accordance with the requirements set out in these Articles authorise any matter proposed to them by any Director which would, if not authorised, involve a Director breaching his duty under Section 175 of the Act to avoid conflicts of interest ("Conflict").

86 Any authorisation under these Articles will be effective only if:

(a) the matter in question shall have been proposed by any Director for consideration at a meeting of Directors in the same way that any other matter may be proposed to the Directors under the provisions of these Articles or in such other manner as the Directors may determine:

(b) Any requirement as to the quorum of the meeting of Directors at which the matter is considered is met without counting at present the Director in question; and

(c) The matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

87 Any authorisation of a Conflict under these Articles may (whether at the time of giving the authorisation or subsequently);

(a) extend to any actual or potential conflict of interest which may be reasonably expected to arise out of the Conflict so authorised;

(b) be subject to such term or such direction, or impose such limits or conditions as the Directors may determine; and

(c) be terminated or varied by other Directors at any time;

PROVIDED that this will not affect anything done by the Director prior to such termination or variation in accordance with the terms of the authorisation.

88 In authorising a Conflict the Directors may decide (whether at the time of giving the authorisation or subsequently) that if a Director has obtained any information through his involvement with the Conflict otherwise than as a Director of the Company and in respect of which he owes a duty of confidentiality to another person the Director is under no obligation to:

(a) disclose such information to the Director or to any Director or other officer or employee of the Company; or

(b) use or apply any such information in performing his duties as a Director, where to do so would amount to a breach of that confidence.

89 Where the Directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the Director:-

(a) is excluded from discussions (whether at meetings of Directors or otherwise) related to the Conflict;

(b) is not given any documents or other information relating to the Conflict;

(c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of Directors in relation to any resolution relating to the Conflict.

90 If the Directors authorise a Conflict:

(a) the Director will be obliged to conduct himself in accordance with the terms imposed by the Directors in relation to the Conflict;

(b) the Director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the Directors impose in respect of its authorisation.

91 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director) to account to the Company for any remuneration, profit or other benefit which he (or the Member through which he is qualified to be a Director) derives from or in connection with the relationship involving a Conflict which has been authorised by the Directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

MINUTES

92 The Executive Board shall cause minutes to be made in books kept for that purpose of all proceedings at General Meetings of the Company, and of the Council, Executive Board, Sections (if any) and Committees, including the names of Council, Executive Board, Section or committee members present at each such meeting.

93 All minutes shall be open to inspection by any Director. Minutes of meetings of the Council, any Section and any Committee shall also be open to inspection by Members.

ACCOUNTS

94 The accounting records and any other book or document shall be open to the inspection of any Director or Secretary. No Member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Executive Board or by any ordinary resolution of the Company.

AUDITORS

Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

NOTICES

95 Any notice to be given pursuant to the Articles shall be in writing.

96 The Company may give any notice to a Member, an Honorary Member, or any member of the Council, or the Auditors either:

(a) by delivering it by hand to the last known address;

(b) by sending it by post or other delivery service in an envelope (with postage or delivery paid) to the last known address;

(c) by fax to a fax number notified to the Company;

(d) by electronic communication to an address notified to the Company;

(e) by a website the address of which shall be notified to the Member, Honorary Member, Council member or Auditor in writing.

97 If a notice is sent by post or other delivery service proof that an envelope containing the notice was properly addressed, prepaid and posted shall be conclusive evidence that notice was given. A notice shall be deemed to be given, if sent by first class post, at the expiration of forty-eight hours after the envelope containing it was posted.

98 If a notice is delivered by hand, it is treated as being delivered at the time it is handed to or left for the member, Honorary Member, Council member of auditors.

99 If a notice is sent by fax, it is treated as being delivered at the time it was sent.

100 If a notice is sent by Electronic Communication, it is treated as being delivered at the time it was sent.

101 If a notice is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

102 A Member present, either in person or by proxy or by a person connected with a Member, at any general meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

INSURANCE

103 Without prejudice to Article 106 and to the extent permitted by the Act, the Company may purchase and maintain, at the expense of the Company, insurance for or for the benefit of any person who is or was a Director, Council member, Officer or employee of the Company against any liability including insurance against any liability incurred by any such person in respect of any act or omission in the actual or purported execution or discharge of his duties.

INDEMNITY

104 Every Director (including the Chief Executive Officer), Council member, Officer, the Company Secretary, the Chief Operating Officer and any trustee and/or lessee for the time being of any of the Company's property shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto including without limitation any liability incurred by him in defending any proceedings whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. No Director, Council member, Officer, Chief Operating Officer or any trustee and/or lessee for the time being of the Company's property shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this article shall only have effect insofar as its provisions are not avoided by the Act and insofar as the Director, Council member, Officer, Chief Operating Officer, trustee or lessee (as the case may be) has acted in good faith and in accordance with the scope of authority given to him by the Company.

WINDING-UP

105 The Company shall be wound up voluntarily whenever a special resolution is passed that the Company be wound up.

Names of Subscribers:-

Baroness Elizabeth Symons Sir David Wootton

Mr Chris Innes-Hopkins

Dated 24 April 2014