



TERMS OF BUSINESS

1. Introduction

These Terms of Business (**Terms**) apply and govern the provision of consultancy services (**Scope of Services**) by REM Consultant Services LLC and its specified representatives (**Consultant**) to you (**Client**) as set out in its covering letter (**Engagement Letter**). By engaging the Consultant, the Client agrees to these Terms.

2. About REM Consultant Services LLC

REM Consultant Services LLC is a limited liability company registered in the Emirate of Dubai. It is licenced only as a Management Consultancy and offers its services in accordance with such permitted business activity. REM Consultant Services LLC will ask you to seek advice &/or representation from legal and other specialised consultants (if so required).

3. Scope of Services

The Consultant agrees to perform the Scope of Services as outlined in the Engagement Letter to the Client together with these Terms. Any changes to the Scope of Services must be documented and agreed upon in writing and always subject to these Terms.

4. Fees and Payment

- Fees: The Client agrees to pay the fees set out in the Engagement Letter.
- Payment Terms: Invoices will be issued at the start date of the Scope of Services (where applicable) and payment is due upon the date specified in said invoices.
- Late Payment: Any late payments may incur an interest rate of 5% late fee per week until settled in full and the Consultant has the right to delay delivery of Scope of Services until such time as payment is made.

5. Duration and Termination

- Duration: The engagement will commence on a mutually agreed to start date and will continue until completion of the Scope of Services, unless terminated earlier in accordance with these Terms.
- Termination: Either party may terminate this agreement with 7 days written notice. If the Client terminates the agreement, payment will be due for all Scope of Services rendered up to the termination date.

6. Confidentiality

Both parties agree to maintain the confidentiality of all proprietary or confidential information received from the other party. This obligation will survive the termination of these Terms.

7. Intellectual Property

All materials, reports, and deliverables produced by the Consultant in relation to the Scope of Services shall remain the intellectual property of the Consultant, unless otherwise agreed in writing.

8. Liability

The Consultant shall perform the Scope of Services with reasonable skill and care. However, the Consultant shall not be liable for any special, direct or indirect, punitive, or consequential loss or damage, including, without limitation, loss of value, loss of profits, loss of production, loss of financial advantage, loss of revenue or loss of goodwill or losses due to business interruptions. The Consultant's total liability to the Client under or in connection with the Scope of Services whether in contract (including by way of indemnity), tort (including negligence), for breach of statutory duty, law or otherwise shall be limited in the cumulative aggregate to the total Fee(s) set out in the Engagement Letter.

9. Indemnity

The Client agrees to indemnify and hold the Consultant harmless from any claims, losses, or damages arising out of the Client's use of the Consultant's Scope of Services.

10. Governing Law

These Terms and the Scope of Services provided shall be governed by and construed in accordance with the laws of the Emirate of Dubai.

11. Amendments

These Terms may only be amended by a written agreement signed by the Consultant and the Client.

12. Entire Agreement

These Terms constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior agreements, understandings, and negotiations.