

## Terms and Conditions

### Definitions:

“Client” means natural person(s) or entities with which Rethink has an executed letter of engagement

“Firm” means Rethink ME. Ltd (through its Dubai Branch or its ADGM Subsidiary, as appropriate)

#### 1. Notification(s) to the Regulators

The Client must agree that the Firm will promptly notify the Regulator in accordance with the relevant regulatory requirements of:

- any significant event or any other matter relating to the Client of which the Regulator would expect to be notified as raised by us.
- any event, change or circumstance requiring notification to the Regulator in accordance with the regulatory rulebook as raised by us.

At minimum, where applicable, the Client agrees that the Firm will promptly notify to the UAE Central Bank FIU of any matter requiring to be reported in accordance with the UAE Federal Laws.

In the event of dispute between **Re/think ME. Ltd and the Client** concerning the above disclosures and/or notifications, the Client agrees to seek appropriate legal advice from outside legal counsel. A copy of the advice received will be shared with **Re/think ME. Ltd.**

#### 2. Money laundering/terrorism financing/sanctions violation

The Firm has a duty under Federal Law No. 20 of 2018, as amended, relevant Cabinet Resolutions and related Central Bank Notices and Circulars issued periodically, if we/the Firm know, or have reasonable cause to suspect, that another person is involved in money laundering/terrorism financing/sanctions violation to report such person to the competent Authorities. Failure on our part to make a report where we have knowledge or reasonable grounds for suspicion would constitute a criminal offence.

The Client must confirm that to the best of your knowledge you/the Client are not involved in any activities which constitute money laundering/terrorism financing/sanctions violation and you understand your responsibilities to raise the issue to us and/or relevant regulatory authority, should you become aware of any such instance in the Client. In accordance with the applicable anti money laundering legislation, you agree to waive your right to confidentiality to the extent of any report made, document(s) provided, or information disclosed by us to the relevant regulatory authority.

#### 3. Client Identification and onboarding

In order to comply with the anti-money laundering legislation and internal policies, before the Firm can provide any advice or other services, we/the Firm will ask the Client to produce proof of identity and address and other relevant information as requested. The Firm may at our discretion carry out due diligence checks and background screening, request for the information and verification of source of wealth & funds and other relevant details as applicable under the UAE AML Federal legislation.

The Firm will be unable to accept instructions to act on behalf of any Client if this information is not provided in full as soon as reasonably practicable after first contact or the results produce any adverse findings that have not been mitigated.

#### 4. Estimated Fees

Our approach to fees is to provide value-creating services with certainty and the Firm always seek to be as transparent and as open regarding fees as possible. The Firm is conscious of the importance of cost and the necessity to minimize it and transact the project efficiently so as to disrupt the Client’s activities as little as possible.

Any work that either exceeds the estimated hours or that is outside the scope of work will be billed separately.

Should it become apparent at any stage that the fee is likely to exceed this sum, we shall contact the Client immediately for consideration of any additional work and agreement of further fees.

Detailed fees breakdown and particular payment terms will form part of the Appendices of our Letter of engagement with the Client.

The Fees are exclusive of any tax (such as VAT or any other tax levied by reference to added value or sales) and do not include travel and other reasonable expenses incurred in connection with the provision of our services.

## 5. Confidentiality Agreement

In performing our obligation under any letter of engagement, the Firm agrees that we shall comply with all applicable laws, including data privacy and protection laws and additional non-disclosure agreements executed or regulatory or court orders.

The Firm further confirms that proper internal controls are in place to protect a Client's right to privacy and maintain the confidentiality of all information disclosed by you, your employees, agents and representatives.

The Firm may in certain circumstances be required by law to report to the Financial Intelligence Unit or other governmental authorities any evidence or suspicion we have of money laundering or crime in general. In such an event, we are prohibited from notifying our client of the fact or content of such a report.

The Firm will take steps that we in good faith think fit to keep appropriate information confidential during and after our engagement with the agreement of the Client that we/the Firm will be complying sufficiently with our duty of confidence.

\*Note: The Firm may execute separate non-disclosure agreements with a Client. Accordingly, as the "Receiving Party", the Firm may disclose information that it is required to keep confidential pursuant to this Agreement:

(i) to those employees that require the information for purposes of assessing or reviewing the Transaction;

(ii) agents, professional advisors and consultants for their use in connection with the review and assessment of the Transaction, provided that the Disclosing Party i.e. the Client ensures that each such recipient is made aware of the confidential and proprietary nature of the Information and that each such recipient executes a confidentiality agreement and agrees to use the information only for the purpose of reviewing and assessing the Transaction (but the existence of such an agreement shall not operate to relieve the Disclosing Party from its liabilities);

(iii) as required to be disclosed by order or ruling of a court of competent jurisdiction, provided that the Disclosing Party i.e. the Client promptly notifies the Firm in writing of each such disclosure and provides the Firm reasonable opportunity to intervene in the proceeding before the time that is required to comply with such court orders; and

(iv) in the course of fulfilling any of its regulatory responsibilities.

## 6. Data Protection

To enable the Firm to discharge the services agreed under our engagement, and for other related purposes including updating and enhancing client records, analysis for management purposes and statutory returns, crime prevention and legal and regulatory compliance, we/the Firm may obtain, use, process and disclose personal data about the company, its officers and employees.

The Firm will confirm when processing data on behalf of a Client that the Firm will comply with the relevant provisions of the UAE Data Protection framework (including but not limited to the UAE Constitution, the UAE Penal Law, the UAE Cybercrimes Law, and any other relevant law, which makes reference to data protection in the UAE).

## 7. Intellectual Property Rights

The Firm will retain all copyright in any document or intellectual property prepared by us/the Firm during the course of carrying out the engagement save where the law specifically provides otherwise.

## 8. Third party rights

Our services/advice is being provided to the Client for their sole use and does not constitute service/advice to any third party to whom you/the Client may communicate it. Our service/advice should not be made available to any third party without our prior written permission and we accept no responsibility to third parties for any decisions made based on the content of our service/advice without such permission. For the avoidance of doubt, the Firm confirms such permission will not be unreasonably withheld.

Only someone who is a party to the Letter of Engagement has a right under its terms to enforce any of its terms. This clause does not affect any right or other remedy that may exist.

## 9. Mutual Obligation

The Firm and the Client must agree not to offer employment to the staff of each other either directly or indirectly or to place them in other Companies during their employment and within 24 months after termination of their service. Any breach of this clause entitles the losing party to seek compensation.

## 10. Limitation of Liability

The Firm will perform the services with reasonable skill and care and acknowledge that we/the Firm will be liable for losses, damages, cost or expenses ("losses") caused by gross negligence, breach of contract, fraud or wilful default, subject to the following provisions:

- a) We/the Firm will not be liable if such losses are due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than Rethink;
- b) Our maximum aggregate liability for any claim or series of related claims directly arising out of, or in connection with services and advice supplied by us to the Client (whether as a result of negligence, breach of contract or otherwise) including liability for legal and other fees, costs and disbursements, shall not exceed the aggregate amount invoiced in respect of the

Services or any other amount agreed with the Client in writing (whichever is the lower). The limitation in this paragraph shall not apply in the event of fraud, gross negligence or wilful misconduct.

Where any damage or loss is suffered by the Client for which Rethink would otherwise be jointly and severally liable with any third parties, the extent to which such loss shall be recoverable from Rethink, as opposed to the third party, shall be limited so as to be in proportion to Rethink's contribution to the overall fault for such damage or loss, as agreed between the parties, or in the absence of agreement, as finally determined by the courts.

There shall be no liability in respect of any such claim unless written notice is given of the claim stating in reasonable detail the nature of the claim and where practical to do so, provide best estimate of the amount claimed, within one month after the date of completion of the Services.

*In this section, "Rethink" refers to Rethink ME Ltd, Dubai Branch, its directors, staff and agents, and in all cases any successor or assignee.*

The Client must agree that the provisions of this section have been fully considered and all the other provisions of the letter of engagement and that they are reasonable in view of the factors relating to the engagement.

The Client must agree (to the extent such agreement is enforceable under applicable laws) that you/the Client will not bring any personal claim in respect of or in connection with the engagement whether on the basis of contract, tort (including negligence), breach of statutory duty or otherwise against any member or employee of Rethink.

Our work is not to be made available to third parties without our written permission and we accept no responsibility to third parties for any aspect of our professional services or work that is made available to them and relied upon by them without our written consent.

#### 11. Professional indemnity insurance

Our professional indemnity insurer is American Home Assurance Company (Dubai Br), the territorial coverage is worldwide (excluding USA and Canada).

#### 12. Unforeseen circumstances

We/the Firm shall have no liability to a Client for loss, damage, claims or expenses to the extent arising from matters which are beyond our reasonable control in connection with our provision of services and advice.

#### 13. Invalidity

If any provision of the terms in our letter of engagement with a Client is found by any arbiter, court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, void ability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the terms in the letter of engagement and the remainder of such provision shall continue in full force and effect.

#### 14. Waiver

No failure by the Firm to exercise any right or remedy available to us pursuant to the terms in the letter of engagement nor any delay to exercise any such right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

#### 15. Conflicts of interest and independence

We/the Firm reserve the right to act (during our engagement with you/the Client) for other clients whose interests are or may be averse to yours, subject to the Confidentiality section above. We/the Firm confirm that we will notify the Client immediately should we become aware of any conflict of interest.

If we/the Firm become aware of a dispute between the parties who own or are in some way involved in the ownership and management of the company, it should be noted that our client is the company and we would not provide information or services to one party without the express knowledge and permission of all parties. Unless otherwise agreed by all parties, we will continue to supply information to the registered office or normal place of business for the attention of the directors. If conflicting advice, information or instructions are received from different directors in the business, we will refer the matter back to the Board of Directors and take no further action until the Board has agreed the action to be taken.

#### 16. Law and Jurisdiction

Any agreement entered into by the Firm shall be governed by and construed in accordance with the Laws of UAE (as well as DIFC Laws/ Abu Dhabi Global Market (ADGM) Laws and regulations, as applicable). Any dispute arising out of or in connection with any agreements with the Firm including any question regarding its existence, validity or termination, shall be referred to arbitration and finally resolved pursuant to the rules of the Dubai International Arbitration Centre or the ADGM Arbitration Courts (the "Rules") (as the case may be, before a single arbitrator who shall be appointed in accordance with the Rules.