

# Engagement Terms & Conditions

## 1. Definitions

In these Engagement Terms and Conditions, the following abbreviations, phrases or terms apply:

- 1.1. **'Changeosity, we or us'** means Changeosity FZC, a limited liability company incorporated in the Ajman Free Zone, United Arab Emirates, with license number 28345 and with registered office at Office - A1-615 B, AFZ A1, Ajman, United Arab Emirates.
- 1.2. **"Changeosity Personnel"** means a person (or persons) who is (a) a Principal of Changeosity; (b) an employee of Changeosity; and or (c) an individual who we engage directly as a subconsultant of Changeosity.
- 1.3. **Engagement Lead** means the individual Changeosity Personnel who has been identified as the main contact for the Engagement.
- 1.4. **Engagement Proposal** means a letter, e-quote or email that details our proposal to you for undertaking the Services and the terms and conditions that will apply thereto.
- 1.5. **Engagement** means the Engagement Proposal (and all terms therein) when agreed to by you and the terms in these Terms and Conditions, which together comprise the contract between you and Changeosity.
- 1.6. **Intellectual Property Rights** means patent, copyright and related rights, trademarks, trade names, service marks and domain names, goodwill, rights to sue for passing off, design rights, database rights, and any other intellectual property rights such as know-how, trade secrets or inventions, in each case whether or not patentable or registered, and including all applications or rights to apply for such rights and all similar or equivalent rights or forms of protection which subsist now or shall subsist in the future in any part of the world.
- 1.7. **"Principal"** means a person who is a shareholder of Changeosity.
- 1.8. **'Services'** means the services as prescribed in the Engagement Proposal to be undertaken by us for you.
- 1.9. **'Terms and Conditions'** means the Engagement Terms and Conditions as specified herein  
**'You'** means you, our client, being the party (a natural person or corporate entity) entering into the Engagement with us.

## 2. These Terms & Conditions

- 2.1. The terms and conditions contained herein are the terms and conditions which will apply to the Engagement, unless otherwise mutually agreed

in writing and or as specified in the Engagement Proposal.

- 2.2. In the event of any inconsistency between the terms and conditions in the Engagement Proposal and these Terms and Conditions, the terms and conditions in the Engagement Proposal will prevail. This clause should be considered to be a material clause in the Engagement.
  - 2.3. In the event that more than one Engagement Proposal is executed with you, the services provided to you will be governed by the Engagement Proposal most closely associated with the services performed, unless otherwise agreed with you.
  - 2.4. Any instruction by you, in whatever form, for us to commence work on the Services specified in the Engagement Proposal shall be considered to be your agreement to enter into the Engagement.
  - 2.5. For the avoidance of doubt, your agreement to enter into the Engagement can be made in writing, by email or by other digital means, including but not limited to digitally accepting our e quote or by via a messaging service such as WhatsApp.
- ## 3. Our Services
- 3.1. The Services, and our fees and expenses associated therewith, may be varied by mutual agreement (including by email) during the course of the Engagement.
  - 3.2. We will ensure that the Services:
    - 3.2.1. are performed in a timely and efficient manner and in accordance with a degree of skill, care and diligence that would reasonably and ordinarily be expected from a skilled and experienced consultant performing services of a similar nature, size and complexity as the Services; and
    - 3.2.2. are performed by suitably experienced and competent Changeosity Personnel in accordance with the Engagement, all laws and the sound standards, principles and practices which are recognised and generally accepted in the industry as appropriate for use in services of a similar size and scope as the Services.
  - 3.3. Unless otherwise expressly mutually agreed in writing, the Services are provided solely for the benefit of you as our client.
  - 3.4. For the avoidance of doubt, the Services should not in any way be construed to be legal or professional accounting advice. Before taking any actions arising from the Services, you should consider whether legal or professional accounting advice should be sought.

#### **4. Our working relationship**

- 4.1. In order to carry out the Services in a prompt, effective and professional manner, we will require your full cooperation and assistance throughout the duration of the Engagement. This may, for example, include the provision of information and documentation requested by us, compliance with any applicable timescales or time limits and the provision of prompt responses by you or your personnel.
- 4.2. It is your responsibility to ensure that instructions given to us by any of your employees, directors, officers and agents are duly authorised by you in advance. Accordingly, you agree that all such persons who give us instructions are authorised to do so and that we may act on oral instructions.
- 4.3. It is your responsibility to ensure that any of your employees that are participating in or required to give input in connection with the Engagement have access to the required technology and systems to collaborate in a virtual environment, including Zoom or equivalent video conferencing platforms.

#### **5. Fees**

- 5.1. The manner in which we charge for the Services will be set out in the Engagement Proposal. This may include fixed or capped fees for the Engagement (or elements of the Engagement), or fixed daily rates or fixed monthly retainers, or alternatively may be calculated by reference to the time spent on the Engagement at the rates set out in the Engagement Proposal (or may be any combination of the above).
- 5.2. Any fixed or capped fee will be agreed on the basis of us undertaking the Services, and subject to certain assumptions (if any), which we will set out in the Engagement Proposal. Where we do perform services that are outside the scope of the Services, or where these assumptions prove to be untrue, we will be entitled to charge for the time we spend to perform these services at the agreed daily rates, unless we agree another basis for charging this work with you.
- 5.3. Unless we say otherwise all fees and expenses payable pursuant to the Engagement are exclusive of value added tax or any similar tax, levy, fee or charge (if any) properly chargeable thereon in any jurisdiction (**VAT**), including but not limited to the United Arab Emirates (**UAE**) and so must be paid by you together with, and in addition to such VAT.
- 5.4. If you are required by law to deduct or withhold from the amount due to us any sum on account of taxes or charges, we reserve the right to require you to pay to us such additional sum as will ensure that we receive full payment of our invoiced amount.
- 5.5. In the event that the Engagement continues for more than 12 months, on each anniversary of the Engagement we may increase the fees we charge by the Consumer Price Index for the previous twelve months (or by such other measure of inflation adopted by the government of the UAE from time to time)

#### **6. Expenses**

- 6.1. In the absence of agreement to the contrary in the Engagement, we shall be entitled to incur all reasonable expenses in relation to the Engagement, such as printing costs, courier fees and reasonable travel and accommodation costs. These expenses will be charged at cost. We will not incur any expense greater than AED 1,000 without your prior approval, unless such expense is specifically included in the Engagement Proposal.
- 6.2. Should the Engagement require us to travel outside the UAE, this will be specified in the Engagement (or by way of mutually agreed variation hereto). In the absence of agreement to the contrary, airfares and other travel costs, meals and accommodation (at a standard commensurate with professional business travel), visa application costs, covid or other required medical testing costs and all other reasonable expenses associated with the Engagement will be at your cost and wherever reasonably practical, should be paid by you in advance direct to the service provider(s). Where this is not reasonably practical, we shall be entitled to invoice you for the expenses incurred by us (at cost) on a monthly basis, or at the conclusion of the Engagement, whichever is the sooner.
- 6.3. In the event that the Engagement is to be conducted at a hotel or other third-party facility, you will be responsible for making the arrangements and paying for the hire fee, including for any equipment and reasonable food and beverages for your participating staff and the Changeosity Personnel undertaking the Services.

#### **7. Delivery method and location of the Services**

- 7.1. Unless otherwise stated in the Engagement Proposal (or a mutually agreed written variation to the Engagement), the Engagement will be conducted face to face at your premises. This may be varied by mutual agreement.
- 7.2. Where it is specified in the Engagement Proposal that the Services are to be performed face to face with you, you acknowledge that there may be circumstances, sometimes at short notice, such as a consequence of health orders (e.g. isolation as a covid close contact or positive case) or force majeure, where the Services may need to be performed remotely by a video conferencing platform (such as Zoom or MS Teams) where it is reasonably practicable to do so.
- 7.3. Where the Services are to be performed remotely via a video conferencing platform, you acknowledge that internet connection issues can arise that may interrupt the provision of the Services, in which case where such interruptions are significant, it may be necessary to reschedule the session in question to another mutually convenient date in the near future.
- 7.4. When our work with you includes workshop/s and/or online meetings that require setting dates and agreeing schedules, following confirmation by all parties we shall gladly accommodate one change, and endeavour to accommodate a further change if requested, following which further changes shall incur an inconvenience fee

of 10% of the total engagement fee or AED3,500 whichever is the lesser amount.

## 8. Invoicing arrangements

- 8.1. Except as otherwise agreed in the Engagement, we will invoice you monthly and payment will be due within 7 days from issue of the invoice to you (**Due Date**). We can only address an invoice to you, even if somebody else is paying it. All invoices will be sent to you electronically.
- 8.2. In case the Engagement is based on a program of agreed deliverables, and you postpone those dates by more than 30 days following the agreed completion date in the Engagement Proposal (or mutually agreed variation thereto), despite Changeosity offering up to 3 alternative dates, we retain the right to invoice for the reasonable hours spent on preparation for the deliverable that did not proceed.
- 8.3. In event that you cancel within 48 hours of the agreed date of the Services, Changeosity reserves the right to retain all payments made by you to us in respect to the Services, whether by way of deposit or full fee.
- 8.4. If you have any queries on any invoice, please raise them with the Engagement Lead as soon as possible. All parts of an invoice which are not subject to query prior to the Due Date must be paid by the Due Date.
- 8.5. In case of late payment, we reserve the right to claim interest at the rate of 10% per annum accruing from the Due Date until the date of payment.
- 8.6. If any amount owed to us remains outstanding after the Due Date, then until all amounts which you owe us have been paid, we reserve the right to suspend our services with immediate effect and to retain or withhold documents and papers prepared for you or belonging to you, together with our own records.
- 8.7. In the event of non-payment of our invoice(s) for greater than 90 days past the due date and/or the cessation of business, liquidation, administration or other corporate restructuring of the entity entering into the Engagement with us, the person who executes the Engagement proposal or otherwise instructs us to commence the Engagement shall be jointly and severally liable for the unpaid invoices.

## 9. Confidential information

- 9.1. Each party to the Engagement shall keep confidential and shall not, without the written consent of the other party (such consent not to be unreasonably withheld), disclose to any other party any documents or other information furnished directly or indirectly by the other party in connection with the Engagement (collectively referred to as **Confidential Information**). This obligation will survive the termination of this agreement.
- 9.2. Each Party may disclose Confidential Information during or after the term of the Engagement:
  - 9.2.1. if and to the extent such disclosure is required by laws or otherwise authorised by the other party,

9.2.2. pursuant to any order or direction of any court of competent jurisdiction or any competent judicial governmental, regulatory or supervisory body; or

9.2.3. as necessary to comply with its obligations under this Engagement provided that the party ensures the recipient is made aware of and complies with this confidentiality obligation as if the recipient was a party to the Engagement and that recipient may not further disclose the Confidential Information.

9.3. In the absence of agreement to the contrary in the Engagement, you hereby acknowledge and agree that we are free to disclose, without your prior written consent, your identity as a client of Changeosity.

## 10. Intellectual Property Rights

10.1. Except as otherwise agreed in the Engagement, all documents, materials and other collateral developed by us during the course of the Retainer (and all Intellectual Property Rights therein) shall remain the property of Changeosity. You shall not acquire any rights in such documents whether under this Retainer or otherwise and shall not use or disclose the documents to any third party other than for the sole purpose of the Engagement. Any disclosure shall be made in compliance with these Terms and Conditions.

10.2. Except as otherwise agreed in the Engagement Letter, Changeosity does not grant you any Intellectual Property Rights other than the right to use the Intellectual Property Rights in-house for communication purposes. Any other use of our Intellectual Property Rights will be subject to our prior written consent.

## 11. Limitations and exclusions of liability

- 11.1. The aggregate liability of Changeosity to you in respect of all claims by you arising out of or in connection with any Engagement, will be limited to an amount equal to the aggregate amount of all fees invoiced and received by us under the Engagement (**Liability Cap**).
- 11.2. The limitations and exclusions in clause 11.1 will not operate to limit or exclude any liability for fraud or dishonesty or any liability which cannot be lawfully limited or excluded.

## 12. Engaging third parties

- 12.1. Where we believe it is in your best interests, we may subcontract any part of the services under the Engagement to an individual sub-consultant, other consultancy firm or expert.
- 12.2. Changeosity is and remains fully responsible to you for any acts, omissions, neglects or defaults of any such sub-consultant as if they were the acts, omissions, neglects or defaults of Changeosity, unless otherwise stated in our Engagement.

## 13. Retention and storage of documents etc.

- 13.1. Subject to any agreement to the contrary, during the course of any Engagement we will retain such documents (whether electronically or in paper form) or copies thereof as in our professional judgement, it is proper to retain.
- 13.2. We will not keep any such retained documents

for more than six years (or longer if required by law) after completion of the Engagement. After this time, unless we agree otherwise, we may dispose of the documents without further reference to you.

#### **14. Electronic communications**

Documents sent to you by e-mail will not be encrypted. We cannot guarantee that such communications will be secure or free from infection. You should ensure that you have the appropriate cyber crime insurance to cover any loss that may arise as a consequence of our electronic communication with you or the storage by us of your records (if any).

#### **15. Data Protection**

- 15.1. We will process the personal data that you provide for the following purposes: (i) carrying out work for the Engagement, (ii) performing the services to you and your personnel; (iii) complying with our legal and professional obligations, (iv) maintaining and using databases of current clients/contacts and (v) verifying your identity.
- 15.2. We rely on you to obtain any consents necessary under applicable data protection laws to permit you to provide, and us to process, those data for these purposes.
- 15.3. If in the course of our work we process personal data on your behalf, we will comply with any legal obligations imposed on us in relation to such personal data.

#### **16. Raising queries or concerns with us**

If you have any queries or cause for complaint about the services we provide to you, including our invoices, please raise these with the Engagement Lead. We will investigate your complaint promptly and carefully and do what we reasonably can to resolve the difficulties.

#### **17. Severability**

If any part of the Engagement is or becomes illegal, invalid or unenforceable in any respect, then the remainder of the Engagement will remain valid and enforceable.

#### **18. Termination**

- 18.1. You may terminate the Engagement in writing at any time on giving 14 days prior written notice, which termination shall be effective upon payment of all monies owing to us in respect of our charges and expenses.
- 18.2. We reserve the right to cease acting for you:
  - 18.2.1. if we are, or may be, or may become prohibited or restricted in the performance of any of our services to you as a result of international trade, economic or terrorism sanction;
  - 18.2.2. in the circumstances described in clause 8.6;
  - 18.2.3. where we decide, in our absolute discretion, that there is other good reason; for example, if we are unable to obtain clear or proper instructions on how we are to proceed, or if, in our professional

judgement, we consider that it would be inappropriate to continue to proceed with the Engagement.

- 18.3. If you or we decide that the Engagement is to terminate, you agree to pay our outstanding charges and expenses, including those not yet invoiced.

#### **19. Third party rights**

Unless expressly provided none of the terms of the Engagement will be enforceable by any person who is not a party to it.

#### **20. Force majeure**

- 20.1. We will not be liable to you if we are unable to perform our services as a result of any cause beyond our reasonable control, including but not limited to banking failure, internet or other electronic or communications systems failure, force majeure or Changeosity Personnel illness.

#### **21. Law and jurisdiction**

- 21.1. The Engagement will be subject to and governed by the laws of the Dubai International Financial Centre.
- 21.2. Each of us irrevocably agrees that the courts of the Dubai International Financial Centre will have the exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Engagement, including any question regarding its existence, validity or termination.

#### **22. Application of these Terms and Conditions and amendments**

- 22.1. These Terms and Conditions supersede any earlier terms & conditions we may have agreed with you and, in the absence of express agreement to the contrary, apply to the Services referred to in the Engagement and all subsequent services which we provide to you.
- 22.2. From time to time, it may be necessary for us to amend or supersede these terms by new terms. Where this is the case, we will notify you of the proposed changes and, unless we hear from you to the contrary within 14 days after such notification, the amendments or new terms will come into effect from the end of that period.