

Terms of Professional Services

Version № 1

Last Modified: 15.10.2025

1. Applicability

(a) These standard terms and conditions for professional services (these "Terms") and the accompanying statement of work (the "SOW") (together, the "Agreement") comprise the entire agreement between AmDaSa DMCC - 948072 ("AmDaSa") and the customer ("Customer") named in the SOW, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral. In the event of any conflict between these Terms and the SOW, these Terms shall govern, unless the SOW expressly states that certain terms and conditions of the SOW shall control.

(b) These Terms prevail over any of Customer 's terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer 's terms and conditions and does not serve to modify or amend these Terms.

2. Services

AmDaSa shall provide Customer with the services as described in the SOW (the "Services") in accordance with these Terms. Nothing in this Agreement shall prevent Customer from performing for itself or acquiring from other providers the same or similar services, nor prevent AmDaSa from providing the same or similar services to other customers (subject to confidentiality and intellectual property obligations set forth below).

3. Performance Dates

AmDaSa shall use reasonable efforts to meet any performance dates specified in the SOW, and any such dates shall be estimates only.

4. Change Orders

If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. AmDaSa shall, within a reasonable time after such request, provide a written estimate to Customer of:

- a. the likely time required to implement the change;
- b. any necessary variations to the fees and other charges for the Services arising from the change;
- c. the likely effect of the change on the Services; and
- d. any other impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing. AmDaSa may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the SOW.

5. Immaterial Changes

Notwithstanding Section 4, AmDaSa may, from time to time change the Services without the consent of Customer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the SOW.

6. Fees and Expenses; Payment Terms; Interest on Late Payments

The Services by AmDaSa and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the SOW. Customer shall reimburse AmDaSa for all reasonable travel and out-of-pocket expenses incurred by AmDaSa in connection with the performance of the Services, as provided in the SOW or otherwise agreed by Customer. Customer shall pay all invoiced amounts due to AmDaSa within ten (10) days from the date of AmDaSa's invoice. Customer shall make all payments hereunder in DHS or other currency specified in the invoice. In the event payments are not received by AmDaSa when due, AmDaSa may: (i) charge interest on any such unpaid amounts at a rate of one percent (1%) per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and/or (ii) suspend performance for all

Services until payment has been made in full. After the initial twelve (12) months of the Term for Services, AmDaSa may increase its standard fee rates specified in the SOW upon notice to Customer; provided, that AmDaSa provides Customer notice of such increase at least thirty (30) days prior to the effective date of such increase.

7. Taxes

Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

8. Customer 's Obligations

Customer shall:

- a. provide such Customer materials or information as AmDaSa may request to carry out the Services in a timely manner;
- b. ensure that such Customer materials or information are complete and accurate in all respects;
- c. appoint a Customer employee to serve as the primary contact with respect to this Agreement who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement ("Customer Contract Manager");
- d. respond promptly to any AmDaSa request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for AmDaSa to perform the Services;
- e. cooperate with AmDaSa in all matters relating to the Services and provide such access to Customer 's premises or other facilities as may reasonably be requested by AmDaSa for the purposes of performing the Services;
- f. obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start; and
- g. advise AmDaSa of any particular laws or regulations applicable to Customer.

9. Customer 's Acts or Omissions

If AmDaSa 's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, AmDaSa shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

10. Intellectual Property

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of AmDaSa in the course of performing the Services (collectively, the "Deliverables") except for any Confidential Information of AmDaSa or AmDaSa-provided materials, shall be owned exclusively by Customer.

11. Confidential Information

All non-public, confidential, or proprietary information of the Parties, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "Confidential Information"), disclosed by one Party to the other Party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by one Party without the prior written consent of the other Party. Confidential Information does not include information that is:

- a. in the public domain;
 - b. known to Party at the time of disclosure; or
 - c. rightfully obtained by the Party on a non-confidential basis from a third party.
- Parties shall use the Confidential Information only to make use of the Services and Deliverables.

12. Representation and Warranty

- a. Mutual. Each party represents and warrants to the other party that: (i) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; and (ii) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- b. By AmDaSa. AmDaSa represents and warrants to Customer that: (i) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in compliance with all applicable laws; (ii) the Services and Deliverables shall conform in all material respects with the SOW and will be performed to Customer 's reasonable satisfaction; and (iii) to AmDaSa 's knowledge, the Services and Deliverables, and Customer 's use thereof, do not and will not infringe any Intellectual Property Right/registered or issued patent, copyright, or trademark of any third party arising under the laws of the United Arab Emirates. AmDaSa's sole liability and Customer 's sole and exclusive remedy for AmDaSa's breach of the foregoing Section 12(b) are AmDaSa's indemnification obligations under Section 14. AmDaSa may utilize consultants and/or subcontractors in performing the Services in its sole discretion.
- c. AmDaSa shall not be liable for a breach of the warranty set forth in Section 12(b) unless Customer gives written notice of the defective Services, reasonably described, to AmDaSa within twenty (20) business days of the time when Customer discovers or ought to have discovered that the Services were defective after the Services were accepted. AmDaSa shall repair the defective on terms agreed by the Parties.
- d. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE THE CUSTOMER 'S SOLE AND EXCLUSIVE REMEDY AND AMDASA 'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

13. General Indemnification

Each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents, affiliates, successors, and permitted assigns ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys ' fees and costs, incurred by Indemnified Party (collectively, "Losses"), from any claim of a third party arising out of or occurring in connection with: bodily injury, death of any person, or damage to real or tangible personal property resulting from Indemnifying Party 's negligent, willful, or grossly negligent acts or omissions.

14. Indemnification by AmDaSa

AmDaSa shall settle or defend any suit or proceeding brought against Customer insofar as such suit or proceeding is based on a claim that any Deliverable constitutes direct infringement of any issued United Arab Emirates patents or any copyright or trade secret. AmDaSa shall pay all damages and costs finally awarded therein against Customer, provided AmDaSa is informed by Customer in writing promptly after receipt by Customer and furnished a copy of each communication, notice, or other action relating to the alleged infringement and is given all authority (including the right to exclusive control of the defense of any suit or proceeding), information, and assistance necessary to settle or defend such suit or proceeding. In the event such Deliverable or any part thereof is, in such suit, held to constitute infringement and the use of such Deliverable or part thereof is enjoined, AmDaSa shall, by its own election and at its own expense, either:

- a. procure for Customer the right to continue using such Deliverable, or modify it so that it becomes non-infringing; or
- b. remove such Deliverable, or part thereof, and grant Customer a credit thereon and accept its return. AmDaSa shall not be obligated to settle or defend any suit or proceeding, or be liable for any costs or damages, if the alleged infringement arises out of compliance with Customer's specifications or any addition to or modification of the Deliverable after delivery thereof or from use of the Deliverable or any part thereof in conjunction with other goods or in the practice of a process. AmDaSa's obligations hereunder shall not apply to any alleged infringement occurring after Customer has received notice of such alleged infringement unless AmDaSa thereafter gives Customer express written consent for such continuing alleged infringement. AmDaSa shall not be bound in any manner by any settlement hereunder made without its prior written consent, which shall not be unreasonably withheld. If infringement is alleged prior to completion of delivery of a Deliverable, AmDaSa may decline to make further shipments without being in breach of this Agreement. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF AMDASA AND IS IN LIEU OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD THERETO.

15. DISCLAIMER OF WARRANTIES

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 12(b) ABOVE, AMDASA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY

- A. WARRANTY OF MERCHANTABILITY; OR

B. WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR

C. WARRANTY OF TITLE; OR

D. WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

16. LIMITATION OF LIABILITY

IN NO EVENT SHALL AMDASA BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AMDASA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL AMDASA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO AMDASA PURSUANT TO THE APPLICABLE SOW IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

17. Term and Termination

The term and termination provisions applicable to the Services shall be set forth in the SOW. In addition to any remedies that may be provided under this Agreement, AmDaSa may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Customer 's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

18. Waiver

No waiver by AmDaSa of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by AmDaSa. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19. Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to AmDaSa hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"):

- a. acts of God;
- b. flood, fire, earthquake, epidemic, pandemic, or explosion;
- c. war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest;
- d. government order, law, or action;
- e. embargoes or blockades in effect on or after the date of this Agreement;
- f. national or regional emergency;
- g. strikes, labor stoppages or slowdowns, or other industrial disturbances;
- h. shortage of adequate power or transportation facilities; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section 19, the other party may thereafter

terminate this Agreement after providing thirty (30) days' written notice to the Impacted Party.

20. Assignment

Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of AmDaSa. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement.

21. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

23. Governing Law

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the United Arab Emirates.

24. Submission to Jurisdiction

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the United Arab Emirates, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

25. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to AmDaSa at Office 209, Indigo Tower, JLT, Dubai, UAE or by e-mail info@amdasa.ae, Attn: General Manager, and to Customer at the address set forth in the SOW or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid).

26. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Survival

Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: 10, 11, 13-16, 23, 24, and 27.

28. Amendment and Modification

This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.