



March 22, 2015

## TERMS & CONDITIONS

These general Terms & Conditions (“T&C”) are issued by Emc<sup>2</sup> Management Consulting FZC (“we”, “emc2invest” or the “Adviser”) as per the date set out above and represent our understanding of the Terms and Conditions pursuant to which you, (“you”, the “Client” or the “Company”) appoint emc2invest as an adviser to assist you with research and to prepare material for supporting your decision-making about your planned business transaction, financing or growth initiative (the “Project”). By ordering our services, you confirm that you are aware of and agree with these T&C and its rights and obligations.

### OUR APPROACH AND WHAT WE NEED FROM YOU

As a matter of principle, the Adviser and the Company will keep each other fully informed about all facts, information, decisions or steps taken which could be of relevance for the accomplishment of the Project. The Company and the Adviser agree to hold close consultations regarding the planning and the execution of all steps during the process. The Company will provide the Adviser with all relevant information and documentation about the Company, its business dealings and projects that are necessary for the Adviser to successfully perform his Services. The Company will inform the Adviser about potential and actual changes in its corporate, investment and financial strategies and prospects.

For our Rapid Response research packages we ask you to inform us about the following:

1. We need your request stating the topic of the requested research question;
2. What in particular you want to learn about;
3. If you have anything in writing, please let us have a copy of it;
4. Provide some basic background information about you and your business;
5. For some issues we will come back to you with questions on details and clarifications.

### OUR SERVICES AND DELIVERABLES

For our Rapid Response research products we offer the services and deliverables as described below, depending on the chosen research package. Our deliverables will usually be written up in English and will be sent to the email address provided to us as a pdf document:

1. Executive Summary
2. Calculation of economics



3. Market commentary
4. Review of incentives
5. Comment on business or transactional structure
6. Governance
7. Next steps
8. Required resources

#### **HOW OUR PROCESS WORKS:**

1. Write us an email stating your request and include as much information about your issue as you can. Don't worry about Confidentiality - we take it extremely serious! All communication with us is immediately private, privileged and confidential as a result of our corporate policies and our terms and conditions.
2. Don't worry if part of the documentation is in different languages. We can read and process information in English, German, French, Spanish, Italian, Portuguese, Russian and Slovene. If it is something else still we can get additional people to look at it but it may take a little longer.
3. We will immediately review your request and let you know if we can work on it. Usually within about half an hour.
4. Together with our confirmation we will send you an invoice for the Rapid Response package you have elected. As promised, if this is the first assignment you give us we will give you a 25% discount.
5. In order to speed things up, we advise you to make payments by bank transfer to one of our bank accounts in AED, USD or EUR with Emirates NBD bank. The account numbers, bank details and payment instructions are on our invoice. We take cheques only for UAE banks, they usually take too long to clear. In a hurry, we can arrange for payments through PayPal. On all payments, please make sure that bank fees and transfer charges are paid by yourself.
6. We will usually start working on an assignment immediately when we have agreed to take it on.
7. We will release the report to you as soon as it is ready, but definitely within our promised turn-around time from the date and time your payment has cleared. Our banks' reporting system is pretty good and we will know the exact date and time of your payment from the banks text message we receive about each account movement.
8. We will not release reports as long as payments have not been received or are incomplete.

#### **THE RESULT**

You will get reports to measure at an unbeatable turn-around time. Our pricing reflects the many years of experience we have in dealing with all kinds of requests and the extra effort we will be making to come up with actionable recommendations. We will offer you insights that you may have overlooked or disregarded and sometimes they may be unique.



Product	Format	Turn-around time	Price
Rapid Response packages are designed to allow you the agility and responsiveness to make the most of your busy schedule.	Our writing is to the point. You will quickly find what you need. The report will be sent by email in .pdf format.	We will be able to start working as soon as we have received our fee.	We will give you a 25% discount on your first assignment.
<b>Prompt</b>	1 page	24h	AED 10,000
<b>Support</b>	2 pages	48h	AED 15,000
<b>Briefing</b>	Up to 10 pages	1 week	AED 35,000

## Fresh Perspectives!

### Responsibility Statement

We warrant that our Services hereunder shall be of professional quality consistent with generally accepted industry standards for the performance of such services.

We are entitled to assume, without independent verification, the accuracy of all data provided to us by the Company and their representatives. By acceptance of these T&C, the Company and their representatives warrant to emc2invest that the information to be supplied will be accurate to the best of their knowledge. We will use information furnished by others if we believe it to be reliable; however, we are not responsible for, and we provide no assurance regarding, the accuracy of any such information.

### Independence

We are an independent contractor and our compensation is not contingent in any way upon our recommendations.



### Single Purpose

Any reports prepared by emc2invest are valid only when presented in their entirety and only for the purpose stated therein. The Adviser retains the intellectual property rights and copyrights to all documentation in relation to the Project.

### Engagement

emc2invest undertakes to provide the personnel resources with appropriate skills at the relevant time during the course of the project. emc2invest has no responsibility to update its documentation and reports for events and circumstances after the date of its initial documentation and reports.

Changes in the scope, not represented here, will have to be agreed to by both Parties in writing, indicating the scope revisions and the financial obligations related to the scope changes.

We assume that the Company is committed to this assignment and that key management personnel will be available to participate as required. The full support and participation of key personnel will be critical to the completion of this assignment. The Company will arrange to provide adequate office space and working environment including printers, internet and telephone access for the project team and will also facilitate the entrance of emc2invest team to the Company's premises, as required, during and off-working hours.

In order to work on the Project we will obtain a significant amount of information from the Company's management and employees. The responsibility for the accuracy and completeness of the information provided to us during our work rests with the Company's management and employees. We will be relying on explanations and representations obtained from these parties during our work. emc2invest shall not be liable for any loss or damage arising from the provision of inaccurate or incomplete information on the part of the Company's management and employees.

We understand that all our deliverables will be used by the recipients to whom it is addressed for internal purposes and will not be circulated to any other unconnected third parties. We will, therefore, include an appropriate clause in our documentation restricting its circulation and use and preventing unnamed third parties from placing unwarranted reliance upon our report.

### Confidentiality

In connection with the Project, each Party shall hold all confidential information of the other in strict confidence. Save as may be required by law or applicable regulation, neither Party shall disclose such information without the prior written consent of the other Party, provided that emc2invest shall be permitted to pass any such confidential information to any sub-contractor whose involvement in the



Project has been approved by the Company and which, in emc2invest view, is relevant to the job to be performed by that sub-contractor.

emc2invest appreciates the confidentiality of this assignment and, accordingly, will treat all communication, written and verbal, and all documentation relating to this assignment as confidential. All information relating to this assignment, whether written or verbal, will not be disclosed to third parties without the Company's prior written consent. Furthermore, disclosure of information regarding the Project to personnel within the emc2invest organization shall be made only on a need-to-know basis and to the extent it is relevant for the execution of the Project.

All presentations, reports, documents, project deliverables and other advice given, including this letter, are for your exclusive use and you agree to take all steps necessary to procure that they are not handed over or otherwise disclosed or used by any third party without our prior written consent. If the Company wishes to provide our report to third parties we would stress that this can only occur with our prior written approval. The recipients of our report would either have to enter into separate arrangements with us, specifying their intended use of the report, or indemnify emc2invest by providing us with "hold harmless" letters. We will not unreasonably withhold our consent for further distribution of this report, provided that these terms are adhered to.

We specifically disclaim and do not accept any duty of care to any third party into whose hands these documents come and the documents should not be referred to in any prospectus, placement circular or investment literature.

### **Indemnification**

The Company and their representatives shall indemnify and hold harmless emc2invest, its personnel, and its contractors from and against any payment, loss, cost or expenses (including reasonable attorneys' fees) paid or incurred by emc2invest at any time and in any way:

- relating to claims by any of the Company's employees or former employees;
- attributable to knowing misrepresentations of management; or
- arising from any deliverable item, except to the extent finally determined to have resulted from the gross negligence or willful misconduct of emc2invest personnel.

Notwithstanding anything to the contrary, emc2invest's maximum liability relating to services under these T&C (regardless of form of action, whether in contract, negligence or otherwise) shall be limited to the fees paid to emc2invest in connection with the Project. In no event shall emc2invest be liable for consequential, incidental, special or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.), even if it has been advised of their possible existence. This Indemnification provision shall survive the termination of these T&C.



### **Limitation on Damages**

The liability of emc2invest for any reasons whatsoever arising under or relating to the Project shall not exceed in the aggregate the fees actually received by emc2invest for its Services hereunder.

### **Subsequent Work**

The Adviser, by reason of the Services agreed herein, is not required to furnish additional work, or to give testimony, or to be in attendance in court with reference to the assets, properties, or business interests in question unless such additional services are specifically set forth in writing. The Adviser will have no responsibility to update any report for any changes occurring subsequent to the issuance of our report.

### **Non-Exclusivity**

Nothing in these T&C shall be construed as precluding or limiting in any way the right of emc2invest to provide consulting services of any kind or nature whatsoever to any person or entity as emc2invest in its sole discretion deems appropriate.

### **Force Majeure**

emc2invest shall not be liable for any delays resulting from circumstances or causes beyond its control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

### **Governing Law**

The Agreement of this Engagement Letter shall be governed by and construed in accordance with the laws of the Courts of the Dubai International Financial Center (“DIFC” and “DIFC Courts”) without regard to the conflict of laws provisions thereof. All disputes arising out of these T&C or related to their violation, termination, or nullity shall be finally settled under the laws of the DIFC Courts. The working language shall be English.

These T&C shall be binding on the parties and their respective permitted successors and assigns; provided, however, that neither party may assign this Agreement without the written consent of the other; provided further, however, that the foregoing shall not prevent an assignment of this



Agreement (and the rights and obligations hereunder) by either party to any successor to all or substantially all of the business or assets of such party.

We are pleased to have this opportunity to serve you and assure you that your Project will be given our close attention.

Sincerely

Matthias Eckert, Managing Partner

Emc<sup>2</sup> Management Consulting FZC, Dubai

**Fresh Perspectives!**