

**Saeed Al Muharrami Advocates & legal Consultants UAE**

**In association with**

**Brain International Specialized Consultants s.a.l. (offshore)**

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**AGREEMENT**

**(Annual Fees – Corporate Professional Legal Consultation)**

made between

**Saeed Al Muharrami Advocates & Legal Consultants** (also referred to below as **BI**)  
represented by its **Managing Director Walid Kantari**

Who has taken domicile for the purpose of this agreement at:

**Emaar Business Park – Sheikh Zayed Road – Building 4 – Office 314, Dubai – United Arab Emirates**

(Hereinafter called the **First Party**)

**AND**

..... **represented by** .....

Who has taken address for this agreement at:

.....

(Hereinafter called the **Second Party**)

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WHEREAS the First Party is a Licensed law firm practicing and registered in Dubai under number 1005913 and willing to offer consultation services of his law office to the Second Party on his aforementioned capacity,

AND WHEREAS the Second Party wishes to extend the use of the legal consultancy services offered by the First Party, and wishes therefore to conclude an agreement on an annual basis with the First Party,

AND WHEREAS the First Party accepts to enter into the aforementioned agreement,

THEREFORE, the two Parties agree willingly to abide by all the terms and conditions stipulated hereinafter,

### **TERMS AND CONDITIONS**

**Article 1:** The preceding introduction forms an integral part of this agreement.

**Article 2:** The Second Party retained the First party for one Gregorian year as a consultancy law firm based on the conditions laid down below.

**Article 3:** The yearly consultancy services shall include but is not limited to the following:

1) Advise on all legal matters relating to the company, both for existing operations & for new business development opportunities.

This includes

(i) Advice with respect to proposed commercial and financial strategies.

(ii) Negotiation & drafting of agreements & other documentation.

(iii) Negotiation and resolution of legal and business issues encountered in the operation of the business.

(iv) Provide senior management with well-founded legal reasoning and strategic insights necessary to protect the interests and reputation of the company. This will include responsibility for the entirety of legal advice provided in respect of the growth, profitability, direction and operation of the company's commercial interests and partnerships. This will include also proactively identifying potential problems and devising creative solutions that strike an effective balance between cost, return & risk.

(v) Advising on business arrangements and agreements undertaken by the business.

(vi) Assisting in negotiations, discussions, and other dealings with third party regulators, government authorities; industry associations, customers, consultants, other outsiders.

(vii) Regulate different contracts, which the Second Party will perform with public or private entities.

(viii) Participate at meetings and negotiate with the third parties

2) In more specifics, consultancy will cover a wide range of sectors as follows:

#### **- Commercial sector:**

(i) Offers expertise in a broad range of commercial transactions and undertakings, including virtually all contractual relationships, sale, purchase and international procurement, manufacturing franchising and distribution agreements, draft and negotiate commercial agreements, enforcement of bonds and collection of debts.

(ii) Advices on consumer's protection matters and compliance with consumer protection laws.

(iii) Regulate and transmits warning letters, private and official one, to third parties (company, association, private / public department).

**- Corporate/ Financial sector:**

- (i) Advise on general corporate and financial issues, corporate structure, creation of adequate business entities (on shore and off shore, holding, LLC. and PJSC), expansion, financing, joint ventures, mergers and acquisitions restructuring, reallocation of economic interests, draft and negotiate Memorandum of Understandings and agreements.
- (ii) Advise on insurance policies and proper coverage, intellectual property and copyrights, proper accounts book keeping and internal financial controls and audit.
- (iii) Address convention to all the partners to participate to ordinary, extra – Ordinary and emergency general meeting.
- (iv) Address convention to members of board of director to participate to any meeting.
- (v) Regulate minutes of boards of director, ordinary and extra – ordinary general meeting related to company.
- (vi) Represent the Co. in meetings or assembly, upon the request of the CEO.
- (vii) Participate to the meetings of board of director, ordinary and extra – ordinary meetings when required.
- (viii) Regulate attendance lists related to ordinary and extra – ordinary meetings.
- (ix) Prepare Financial, Fiscal, Commercial, Management, Regulations, Consultancies and Studies.
- (x) Convent to monthly meetings to discuss all subjects, participate at these meetings upon request.

**- Real Estate and Construction sector:**

Purchase, sale, development of real estate, procurement of construction material and services, financial, management of estate.

**- Labor and employment sector**

Draft labor agreements, provide consultancy about labor laws, etc.

**Article 3:**

**Annual Fees**

The Second Party shall pay to the first Party an annual fee in return for the services listed under Article 2, fixed at AED//-----// (-----Dirhams) calculated at the average rate of AED 1800 per hour ( One thousand eight hundred Dirhams ) for a total of -- hours, ( -----) payable in advance on signature of this agreement.

Lawyers' fees are charged per hour or pro rata of the time actually spent.

The details of the rates are as follows:

Partner Lawyers:	Dhs 1800,--
Senior Lawyers:	Dhs 1800,--
Junior Lawyers:	Dhs 1500,--
Lawyer Assistants:	Dhs 1000,--
Non-Lawyer (e.g. interpreters, collectors):	Dhs 800,--
Messengers:	Dhs 500,--

The Second Party is free to allocate these hours based on its need. The hours booked by the client will be used to undertake the work as requested by the client during the yearly retainer contract. The yearly retainer covers consultations, contract review and drafting, minutes of meetings, representation in front of government bodies, attending meetings with clients, etc...

The legal services may be rendered by Partner or Senior Lawyer(s) or Junior Lawyers, who may sub delegate part work to Lawyers Assistant(s) at the Law Office's discretion. "Lawyer Assistants" are lawyers, who are assisting or co-operating with the Partner or Senior Lawyer or Junior Lawyer in charge. Internal brainstorming discussions are charged by one lawyer only or pro rata per head. Retainer Agreements, permitting permanent legal advice at reduced rates are available on request.

The legal services and all expenses related thereto will be charged at the end of each Gregorian month based on time slips of the respective lawyer(s) and on vouchers approved by the Lawyer (s) in charge. The monthly Statements of Account are prepared on computer basis and will be sent to the address given by the Second Party. In consideration of the mutual trust which is paramount for the relation between the First Party and its Clients, the Second Party accepts the calculation of The First Party as true and correct, unless obvious mistakes are evident. Details of calculation including but not limited to the charges as set forth herein will be given on special request free of charge which, however, does not entitle the Second Party to postpone payment. Time used for extended reports shall be considered as part of the legal services. The First Party may at its sole discretion request a deposit equal to the estimated average or expected legal work for up to two months.

Notwithstanding the deposit and without prejudicing any further right(s), The First Party may stop providing legal consultation if any payment is delayed by more than seven days starting from the date of a Statement of Account.

Additional hours request during a contracted year are priced at normal hour rates as follows:

Partner Lawyers:	Dhs 2200,--
Senior Lawyers:	Dhs 2000,--
Junior Lawyers:	Dhs 1800,--
Lawyer Assistants:	Dhs 1200,--
Non-Lawyer (e.g. interpreters, collectors):	Dhs 1000,--
Messengers	Dhs 500,--

Additional hours will be charged at the normal rates set above.

**Article 4: Transport**

Transport expenses to cover attendance in the offices of The Second Party or elsewhere is chargeable separately as and when needed and agreed upon in advance with the Second Party.

**Article 5:**

The two parties have agreed that the Power of Attorney concerned does not include law suites filed by the Second Party or against it or any arbitration

process. Such suits or arbitration processes shall be agreed upon in due course and time between both parties.

**Article 6:** Both parties agree that all courts, judicial, administrative expenses, transportation expenses, faxes and telephone and other miscellaneous expenses connected to the services rendered by the First Party and stipulated under Article 2 shall be notified to the Second Party, and as such shall be covered by the Second Party. The First Party will submit a statement of account for settlement by the Second Party when and as necessary and will ask for advances on account of expenses.

**Article 7:** The First Party undertakes to perform his professional duties in the most honest and sincere manner giving his work with the Second Party a special care and his prior attention. In return, The Second Party undertakes to pay all dues to the First Party on time and as stipulated under this agreement.

**Article 8:** The Second Party will make available at the disposition of the First Party all documents and papers related to the work which the First Party is entrusted with, enabling him to perform his professional duties.

**Article 9:** The First Party undertakes, during the terms of this agreement, not to deliver, reproduce, or in any way, allow any data, information or copies thereof containing Trade Secrets and all other Second Party's confidential data to be delivered or used by any third parties without the explicit written approval of the Second Party.

The First Party agrees that, on the termination of this agreement, will surrender to the Second Party all notes, data, documents, records, specifications, customer lists, financial reports which are the exclusive property of the Second Party, providing all dues are settled in advance.

**Article 10: General Terms & Conditions for Legal Services**

Unless different terms and conditions have been agreed upon in writing in an individual case, the following terms and conditions shall apply to all legal services referred to the First Party:

1. All services will be performed with the care of an ordinary attorney according to the rules of professional ethics applicable to UAE attorneys. The subject of the mandate is the agreed service, not any particular success and / or the completion of a particular work.

2. Tax advice and advice on foreign law in the GCC – Countries and out of GCC – Countries are only included in the services / representation if expressly agreed upon in writing. Statements or information given orally (in person or over telephone) are only binding if confirmed in writing by the First Party.

3. Legal statements, opinions, specimen and other legal works remain the intellectual property of the First Party. The passing on of such written or electronically stored legal works to third parties, others than to persons connected to the facts and circumstances of a particular case, requires the prior written consent of the First Party.

4. If the law changes after the completion of services (date of closure of the file or date of final invoices), there shall exist no duty of the First Party to inform the Second Party of such change or of the consequences of such change.

5. The attorneys or the First Party shall be liable for damages caused by them in cases of intent or gross negligence, and such liability shall be restricted to actual losses or damages, excluding indirect or consequential damages, and be limited to an amount of maximum AED 500,000.

6. Claims for damages can only be made within one month after getting access to the facts of the damage and the events justifying such claim at the latest. However, claims for damages can only be made within twelve months after the end of the representation (date of closure of the file or date of final invoice). The claim shall have deemed to be extinguished if legal action is not brought within one month after receiving a written refusal to provide compensation. The right to rely on the statute of limitations as a defense remains unaffected.

7. The attorney – client relationship and the claims resulting there from are governed exclusively by the laws of the United Arab Emirates.

**Article 11:** This agreement is construed for one year, ending . . . . . and is renewable upon both parties' consent.

**Article 12:** This agreement is made on . . . . . , into two copies, copy for each party to be used as and when necessary.

**The First Party**

**The Second Party**