

**Online PRO Administrative Consultancy LLC**  
**General Terms and Conditions of Service (WEB)**  
**Dated February 26, 2018**

**1 Definitions.**

“**Affiliate**” shall mean, in relation to either party, any entity which directly or indirectly owns or controls or is directly or indirectly owned or controlled by or in common ownership or control with that party, to the extent of holding more than 50% of the shares or stock having the power to vote at a general meeting or equivalent.

“**Authorities**” shall mean all governmental and quasi-governmental authorities (including, for the avoidance of doubt and without limitation, public notaries, Tas’heel and its agents, and translation agencies), their Affiliates, and other organizations to which ONPRO will submit documentation, information, and filings in the context of rendering the Services.

“**Business Day**” means any day (other than a Friday or a Saturday) on which banks are open in the city of Abu Dhabi (United Arab Emirates) for the transaction of normal banking business.

“**ONPRO**” shall mean Online PRO Administrative Consultancy LLC, a company incorporated in Abu Dhabi with registered number CN-2185435 having its registered office at Office 3503, 35<sup>th</sup> Floor, Addax Tower, Reem Island, Abu Dhabi, United Arab Emirates with its website maintained at <http://onpro.ae>

“**Confidential Information**” shall mean this GTCS, the Contract, and all information and data (business, technical, commercial, financial or otherwise) of whatever nature and whether disclosed orally, in writing or by any other means relating to either the Customer, ONPRO, or their respective Affiliates (including all and any Intellectual Property Rights, trade secrets, know-how and other information of a confidential nature relating to this GTCS, the Contract, and/or the Services, business methods, internal processes, developments, commercial and financial data and business in general of the parties, including third party information which is in either party's possession and which is of a confidential nature and which the other party may have access to during the performance of its obligations hereunder). Any information pertaining to the Customer that is to be disclosed to the Authorities for the proper performance of the Services is not Confidential Information.

“**Contract**” shall mean any written contract between ONPRO and the Customer, established in accordance with Section 3, for the sale of the Services and incorporating this GTCS.

“**Customer**” shall mean the person, firm, company or organization that purchases Services from ONPRO.

“**GTCS**” shall mean these General Terms and Conditions of Service.

“**Intellectual Property Rights**” shall mean any information that belongs to ONPRO or to the Customer, as the case may be; including but not limited to patents, brand names, trademarks, designs and models whether registered or not, logos, trade name, trade secrets, copyright, authors rights, database rights, inventions, original methods and know-how, databases, technical, commercial or financial information and any other intellectual property right that is protected in one or more countries.

“**Insolvency Event**” means each and any of the following events occurring in relation to a party: (a) it becomes unable to pay its debts as they fall due or the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities; or (b) in relation to it a statutory demand is served, a receiver is appointed or any insolvency procedure is instituted or occurs or notice of intention to institute such a procedure is given; or (c) any order is made for insolvency proceedings under the law applicable to the relevant party; or (d) any analogous demand, appointment or procedure is instituted or occurs in relation to it elsewhere than in United Arab Emirates.

“**Material Default**” occurs when a party is in material breach of any of its obligations under a Contract or commits persistent breaches of its obligations under these GTCS, and either such breach or breaches are not capable of remedy, or the defaulting party has failed to remedy the breach or breaches within 30 (thirty) days of receiving written notice from the other party requiring it to remedy the breach or breaches.

“**Services**” shall mean any services provided from time to time by ONPRO (directly or through its subcontractors) and agreed in the Contract to be supplied to the Customer by ONPRO, and which are more particularly described in the relevant quotation or acceptance of Order.

“**Order**” shall mean an order for the purchase of Services submitted by the Customer to ONPRO, in the form prescribed by ONPRO from time to time, including any orders submitted via the Online Platform.

“**Online Platform**” shall mean the website(s), web services, web-based applications, and mobile applications to which ONPRO may from time to time grant access to the Customer in connection with the performance of the Services.

**2 Applicability.**

This GTCS shall apply to all Contracts between ONPRO and Customer. Subject to clause 16, conflicting or additional terms of sale and in particular, stipulations in Customer's Orders, shall form part of the Contract only if they have been expressly agreed by the parties in such Contract.

**3 Establishment of a Contract.**

**3.1** Each quotation made by ONPRO is made without obligation as to specific service sales, except when and insofar as ONPRO has explicitly stated otherwise in writing. A quotation for the Services shall not constitute an offer. Unless otherwise stated on the quotation, a quotation shall only be valid for a period of 30 days from its date of issue. Any quotation which is explicitly or implicitly accepted by Customer shall be deemed to incorporate these GTCS. Receipt by ONPRO of a Customer Order pursuant to a quotation shall constitute an implicit acceptance by Customer of these GTCS which shall be deemed to be incorporated therein.

**3.2** All Customer Orders are subject to acceptance by ONPRO as to Services, prices and quantities, and upon such acceptance the Contract will be formed. ONPRO's acceptance of the Customer Orders may be notified to the Customer via the Online Portal

and/or by email. ONPRO shall have no liability to Customer with respect to Orders that are not accepted. Entering into a Contract with ONPRO, placing an order with ONPRO or the acceptance of a Service from ONPRO shall, save as otherwise indicated in a Contract signed by both parties, constitute Customers' explicit and unconditional acceptance of this GTCS to the exclusion of any terms which are implied by trade, custom, practice or course of dealing, and any Customer standard terms and conditions shall not be construed as a counter-offer hereto.

**3.3** Any changes and/or partial cancellation or complete cancellation of an accepted Order by Customer can take place only with the consent of ONPRO made in writing and ONPRO reserves the right to charge to Customer and the Customer agrees to pay any costs and Service fees incurred relating to the alteration or cancellation of any order or part thereof.

**3.4** The Customer undertakes that no minors will perform any activity or transaction on behalf of the Customer, including, by way of example, by accessing the Online Platform or interacting with ONPRO in connection with the submission of Orders or the performance of the Services. The Customer shall be responsible for maintaining the confidentiality of the credentials to access its account on the Online Platform.

#### **4 Description of Services.**

**4.1** The description of the Services shall be as set out in ONPRO's quotation or acknowledgement of order. All advertising issued by ONPRO and any description or illustrations contained in the ONPRO's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of this GTCS.

**4.2** Any discussion of ONPRO's vision for future Services is not a guarantee by ONPRO that such future product or version will be developed or sold: Customer understands and agrees that the Services provided under this Contract are not contingent on any such future service. Should such Services become available, Customer and ONPRO may enter into a separately negotiated contract at that time.

**4.3** Customer using the website who are minor/under the age of 18 shall not be accepted to register as a User of the website and shall not transact on or use the website.

#### **5 Fees and Payment**

**5.1** Unless otherwise agreed in writing, all fees for Services quoted by ONPRO exclude value added tax (VAT) applicable from time to time. All taxes, levies and other government charges imposed for the sale of the Services shall be borne by Customer.

**5.2** Unless otherwise specified on the applicable invoice, all invoices are to be paid (a) net with no deduction whatsoever (whether by way of set-off, counterclaim, discount, abatement or otherwise), and (b) insofar as the total value of all invoices does not exceed the Customer's credit limit established by ONPRO under Section 5.3, within 14 days of the date of the invoice. Insofar as the Customer has reached or exceeded credit limit established hereunder, ONPRO shall be permitted to request payment by Customer prior to the performance of additional Services. Without prejudice to clause 8 (Termination), ONPRO reserves the right, in the event of payment in full not being received within 7 days of the due date to (a) require the payment prior to the performance of any further Services, and (b) cease any further Services to the Customer and cancel any unfulfilled Order.

**5.3** ONPRO shall have the right from time to time to assess the creditworthiness of the Customer. In connection with the aforesaid, Customer shall, upon ONPRO's reasonable request, provide such information, documentation, and assurances as ONPRO may require. ONPRO may, in its sole discretion, increase or decrease the amount of credit or vary the credit terms that ONPRO has extended to the Customer in connection with the purchase of Services.

**5.4** Payments to ONPRO may be performed only in cash in UAE dirhams, by Visa or Master Card credit cards, or by other payment methods as may be acceptable to ONPRO from time to time. The Customer must retain a copy of each transaction's records and Merchant policies and rules. In case payments by credit card are possible in different currencies, the displayed price and currency selected by the Customer will be the same price and currency charged to the credit card and printed on the transaction receipt.

**5.5** Each Service, as separately priced in this Contract and which may be contained in one or more invoices, is a separate and independent obligation of ONPRO to perform and Customer to pay.

**5.6** A payment confirmation will be provided within 24 hours via email to the registered email address provided by the Customer.

#### **6 Performance of the Services - Disbursements**

**6.1** The Services will be performed within the time indicated in ONPRO's quotation or acceptance of Order. Customer understands and agrees that ONPRO commits to performing only the activities that are described in its quotation or acceptance of Order. ONPRO does not represent or warrant that the Authorities will process the documentation, information, and filings submitted to them within a particular timeframe. Customer understands and agrees that following ONPRO's proper and timely submission of documentation, information, and filings, the time required to process such submission on the part of the Authorities is not under ONPRO's control, and Customer shall not be entitled to withhold payment of all or any of ONPRO's invoices due pending the processing of the submissions on the part of the Authorities.

**6.2** Customer further understands and agrees that the timely performance of the Services on the part of ONPRO is contingent upon ONPRO receiving from the Customer all the documentation (including original cards and identification documents), information (including login credentials required to access relevant online portals), and payments on account required for processing the Services. Any delay or failure on the part of Customer in providing complete and exhaustive documentation, information, and payments on account may prevent or delay the performance of the Services by ONPRO, in which cases ONPRO shall not be held liable.

**6.3** The Customer acknowledges that applicable laws and regulations in the United Arab Emirates require the Customer to directly employ a public relations officer (PRO), and that the performance of the Services by ONPRO does not exonerate the Customer from such obligation. Accordingly, ONPRO recommends that the Customer continue to employ at all times a public relations officer to ensure compliance with applicable laws and regulations.

**6.4** Typing services shall be included within the scope of the Services only if expressly stated in ONPRO's quotation or acceptance of Order. A quotation or acceptance of Order that expressly includes typing services shall specify whether they are chargeable separately and, in such case, shall specify the relevant fees. The Customer acknowledges ONPRO may include typing services within the scope of the Services only if and to the extent that the relevant Authority allows online access to the relevant file and the Customer enables ONPRO's online access to the file (specifically, if a Customer is based in a free zone, ONPRO must be able to directly access the Customer's file on the relevant free zone's web portal; if a Customer is based on the mainland, such Customer must meet the criteria for each government department and ONPRO must be enabled to directly access the Customer's file on the relevant portal).

**6.5** With specific reference to payments on account, Customer acknowledges that as a rule the submission of documentation, information, and filings to the Authorities requires the upfront payment of fees to such Authorities. Except as may be otherwise indicated in ONPRO's quotation or acceptance of Order, Customer agrees to promptly transfer to ONPRO, at least three Business Days prior to the expected date of payment of such fees, the amount of such disbursements. Failure to perform the aforesaid transfer will result in a delay the submission of documentation, information, and filings to the Authorities, with no liability to ONPRO. Except as may be otherwise indicated in ONPRO's quotation or acceptance of Order, ONPRO will not perform any disbursements from its own funds.

**6.6** ONPRO is authorized, upon receipt of funds on account, to pay to the Authorities, on behalf of Customer, any fees that may be legitimately requested by the Authorities for the purpose of processing the documentation, information, and filings submitted to them. Express prior written authorization to perform payments will be requested to the Customer only in respect of individual fees that exceed AED 25,000.

**6.7** The Customer accepts and agrees that Services under the same Order may be performed in one or more batches on one or more dates provided that the overall agreed timeframe for performing the Services is complied with. ONPRO reserves the right to issue separate invoices for each batch of Services.

**6.8** If ONPRO agrees with Customer that the Services do not meet the descriptions, ONPRO shall, where possible and at no additional expense to the Customer, remedy the performance of such Services.

## **7 Force Majeure.**

ONPRO shall not be liable for any non-fulfillment of its obligations resulting from a force majeure event. For this purpose, "force majeure" shall mean an act of God, war, terrorism, lightning, fire, earthquake, storm, flood, explosion, network failures not attributable to ONPRO, unavailability or delay in availability of equipment, Services, or transport, labor disputes, act or requirement of any regulatory or governmental bodies and any other causes not within the reasonable control of ONPRO.

## **8 Termination**

**8.1** Without prejudice to a party's right to receive compensation of any damages suffered in accordance with these GTCS, each party may terminate a Contract if the other party committed a Material Default. The termination shall be effective upon receipt, by the defaulting party, of a notice of termination from the other party.

**8.2** In addition, each party may terminate a Contract by giving the other party at least 30 Business Days' prior written notice if the latter party is the subject of an Insolvency Event.

**8.3** Termination or expiry of a Contract shall not affect any rights or liabilities of either party which accrue prior to termination.

**8.4** Termination or expiry of a Contract shall not prejudice the provisions of this clause and clauses 9, 11, 12, 15, and 21, which shall continue in full force and effect. Termination of a Contract shall not affect the validity of any other Contracts that may be in place between the parties, which shall continue in full force and effect.

**8.5** Refunds will only be made to the payer directly through the original mode of payment. The amount of the refund shall not exceed the balance of funds remaining at the time of cancellation in relation to the balance of the funds received and already expended in providing the service. ONPRO retains the right to deduct a reasonable proportion of the fee in respect of the time spent in providing the service up to the time of cancellation.

**8.6** Cancellation of a service will be accepted within 24 hours of the date of placement of the order by the Customer.

## **9 Limitation of Liability.**

**9.1** ONPRO's total liability hereunder (including in respect of loss of documents) shall not exceed the total fees paid for the Services to which the liability relates and shall not extend to any incidental, consequential, indirect, special or contingent damages of any description, whether arising out of warranty, contract, or tort and shall not include (a) any missed gain or opportunity, commercial damage, loss of turnover or profits, loss of customers, loss of any opportunity, loss of anticipated savings and like financial losses, (b) damage to Customer's reputation or image, (c) loss of data, and (d) costs of any regulatory fines or termination of business. For the avoidance of doubt, any limitation on ONPRO's liability hereunder only operates to the extent permitted by law, and nothing in this GTCS shall purport to exclude, restrict or modify, or have the effect of excluding, restricting or modifying, any condition or warranty implied by applicable legislation where to do so would have the effect of rendering this GTCS, or any part of it, void or otherwise unenforceable. In particular, nothing in this GTCS shall limit or exclude ONPRO's liability for: (a) death or personal injury caused by its gross negligence, or the gross negligence of its employees, agents or subcontractors (as applicable); or (b) willful misconduct, fraud or fraudulent misrepresentation.

**9.2** In respect of translation services, Customer acknowledges and accepts that: (a) any translation services that may be required by the Customer will be sub-contracted by ONPRO to third-party translation agencies or similar service providers; (b) while ONPRO will place its best efforts in selecting reliable third-party providers for translation services, ONPRO does not independently review the work product of the third-party translation service providers; (c) ONPRO does not assume any liability or responsibility for ensuring the accuracy of any translations provided to the Customer; and (d) under no circumstances the Customer may seek any form of compensation from ONPRO in connection with any inaccuracies in the translations provided to it as part of the Services.

**9.3** ONPRO's obligation to pay damages shall be limited as follows:

- (i) For damages caused by a Material Default, ONPRO shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the Contract; ONPRO shall not be liable for damages caused by a non-Material Default.
  - (ii) The limitation of liability as set out above shall not apply to damages caused intentionally or by gross negligence and in case of any further mandatory liability.
- 9.4** The Customer shall take all reasonable measures necessary to avert and reduce damages.

## **10 Services Modification.**

ONPRO shall have the right, at any time and without notice, to make modifications to any of the Services which are required by applicable law.

## **11 Intellectual Property Rights**

**11.1** Customer acknowledges that all Intellectual Property Rights in or in respect of the Services will at all times remain the property of ONPRO, its Affiliates or any applicable third-party owner, and Customer shall acquire no right, title or interest in the same. Access to the Online Platform is granted to the Customer for use only in connection with the Services supplied by ONPRO and the Customer shall not reproduce or permit the reproduction of any part of the Online Platform in any form without the prior written consent of ONPRO. Access to the Online Platform is subject to the Customer's acceptance of the Terms of Use that will be submitted by the Customer upon its first access to the Online Platform.

**11.2** ONPRO acknowledges that all Intellectual Property Rights of the Customer, its Affiliates, or of third party owners will at all times remain their respective property, and ONPRO shall acquire no right, title or interest in the same; provided, however, that ONPRO shall be permitted to make use of such rights to the extent required for the proper performance of the Services.

**11.3** In the event a party becomes aware of a risk that the other party's Intellectual Property Rights may be or have been infringed, it undertakes to inform the other party thereof as quickly as possible and to provide the support the other party requests in order to assist it to take the measures necessary to protect its rights.

**11.4** Unless the parties expressly agree otherwise in writing, but without prejudice to (i) Customer's right to use the Services for the purposes and in the manner for which they were supplied, and (ii) ONPRO's right to use the Customer's Intellectual Property Rights to the extent required for the proper performance of the Services, a party's Intellectual Property Rights may not be used or exploited in any way whatsoever by the other party. In particular, Customer shall not use or make reference to ONPRO's logos, brands or any of the names and trademarks (whether registered or not) under which ONPRO or the Services are known without the prior written permission of ONPRO.

**11.5** Customer shall provide notice to ONPRO promptly after Customer receives actual notice of any demand, claim, suit or proceeding against Customer that contends that a Service or the Online Platform infringes any patent, copyright, trade secret or other intellectual property right of a third party ("**Infringement Claim**"). In that event, Customer shall authorize ONPRO to have sole control of the defense and/or settlement of each Infringement Claim. Upon ONPRO's request and at ONPRO's costs, Customer shall provide all necessary and reasonable cooperation in the defense and/or settlement of the Infringement Claim. Customer shall not make any admission as to liability or agree to any settlement or compromise of an Infringement Claim without ONPRO's prior written consent. ONPRO shall indemnify the Customer against all liabilities, costs, expenses, damages and losses incurred by Customer directly as a result of any award or settlement made in respect of an Infringement Claim provided Customer complies with its obligations in this Section 11.5. ONPRO shall have no obligation or liability of any kind to Customer regarding an Infringement Claim if the Infringement Claim arises from Customer's use of the Services in breach of these GTCS.

**11.6** In the event of an Infringement Claim or if ONPRO determines or receives notice that a Service or the Online Platform may or does infringe any third party's intellectual property rights, ONPRO may, at its option, replace such Service or the Online Platform with a substantially equivalent service or platform or modify the Service in a manner that does not substantially affect the performance of the Service or credit Customer for the value of the Service in exchange for not performing the Service. An Infringement Claim shall give rise to no rights for Customer in addition to those set out in this clause 11.

## **12 Confidentiality**

**12.1** Each party will use Confidential Information of the other only as necessary to perform its obligations under a Contract and will not disclose it to any third parties except as reasonably required by any governmental authority, court, or regulatory body. The receiving party may disclose Confidential Information to the receiving party's directors, employees and agents: (i) only to the extent such disclosure is reasonably necessary for the purpose of carrying out its obligations under a Contract; and (ii) who are obligated to maintain the Confidential Information in confidence for at least as long as the period that the receiving party is obligated not to disclose the Confidential Information hereunder.

**12.2** The receiving party will take all reasonable measures necessary to maintain the confidentiality of such Confidential Information and to keep such Confidential Information secure and protected against theft, damage, loss or unauthorised access, including using the same degree of care with which the receiving party protects its own like confidential information. The receiving party shall notify the disclosing party in writing of any misuse or misappropriation of Confidential Information which may come to the receiving party's attention.

**12.3** These obligations of confidentiality will not apply to any Confidential Information which has (i) entered the public domain, except where such entry is the result of the receiving party's breach of confidentiality obligations, (ii) has been lawfully received by the receiving party from a third party on an unrestricted basis, (iii) is known to the receiving party prior to disclosure, (iv) has been independently developed by the receiving party, or (v) is required to be disclosed by law or the rules of a stock exchange.

**12.4** Customer hereby confirms and agrees that it shall be responsible for obtaining and providing ONPRO with information relating to its employees accessing the Online Platform, such as name, function, phone and fax numbers, as well as mail and email addresses for the purposes of providing the Services, as well as surveying customer satisfaction. Such data will be retained until Customer notifies ONPRO in writing of its wish to change or withdraw it. Customer shall be responsible for its processing and disclosure to ONPRO of all personal data relating to such employees and shall be liable under applicable privacy and data protection

laws and regulations in respect of such processing. Without limitation Customer shall provide all requisite information and notices to employees and otherwise comply with all requirements under such data protection laws and regulations in connection with its obligations under this Section 12.4.

**12.5** User is responsible for maintaining the confidentiality of his account.

### **13 Protective covenants**

Customer covenants that for the entire duration of any Contract and for a period of two (2) years thereafter,

- (i) it shall not induce, or attempt to induce, any director or senior/key employee of ONPRO or any of its Affiliates or any person who is employed by ONPRO or its Affiliates to leave the employment of ONPRO or the relevant Affiliate; and
- (ii) it shall not induce, or attempt to induce, any supplier of ONPRO or of any of its Affiliates to cease to supply any of them, or to restrict or vary the terms of supply to any of them.

### **14 Assignment; Third Party Beneficiary.**

To the extent permitted by law, neither party can assign, novate or transfer its rights and/or obligations under a Contract or any part thereof without the express written consent of the other party. A person who is not a party to a Contract shall have no rights under it to enforce any of its terms.

### **15 Governing Law - Jurisdiction**

The United Arab Emirates is the country of domicile of ONPRO. All issues relating to a Contract (including all non-contractual disputes or claims) shall be governed exclusively by the substantive laws of the United Arab Emirates and those of the Emirate of Abu Dhabi. Any disputes which arise out of or in connection with a Contract, including disputes on its interpretation and non-contractual disputes or claims, shall be resolved exclusively by the courts of Abu Dhabi.

### **16 Whole GTCS, Invalidity, Waiver.**

These GTCS, and the Contract that incorporates them, shall constitute the entire agreement between the parties regarding the performance of the Services that are the object of the relevant Contract, and supersede all prior agreements, understandings, transactions and communications between the parties, whether oral or in writing, with respect to the same. The invalidity in whole or in part of any provision of these GTCS or of a Contract shall not affect the validity of other provisions or parts thereof. Failure by either party to exercise or enforce any of its rights thereunder shall not be deemed to be a waiver of such right nor operate so as to bar the exercise or enforcement thereof. Any waiver of any term will only be effective if it's in writing.

### **17 Compliance with Laws.**

The parties shall comply with all laws and regulations applicable to their respective performance of each Contract including any mandatory laws applicable in the jurisdiction where the Customer is established. ONPRO will not trade with or provide any Services to individuals or companies owned or controlled by, or acting for or on behalf of, countries or individuals, groups, and entities sanctioned by the U.S. Office of Foreign Assets Control (OFAC).

### **18 Unlawful Influence**

ONPRO and the Customer reciprocally represent and warrant that, to the best of their knowledge, neither they nor any of their respective employees or Affiliates have any significant influence on the other party or any of its associates or Affiliates, or will receive any direct or indirect proceeds from a Contract other than as expressly stated in the Contract. ONPRO and the Customer each warrant that they have not violated any applicable laws or regulations regarding the offering of unlawful inducements in connection with a Contract.

### **19 Effective Date**

These GTCS are effective from the issue date shown on page 1 and are applicable to Contracts entered into after such effective date. These GTCS are subject to revision and replacement from time to time by ONPRO in its sole discretion, and any revision and replacement shall indicate the date from which it shall apply. ONPRO shall notify Customer in writing of any revisions or replacements to these GTCS made from time to time and provide Customer with a copy of such revised or replaced GTCS. They shall apply to all Contracts entered into from the date such revised or replacement GTCS become effective.

### **20 Prioritization of Documents**

In resolving inconsistencies in a Contract (that incorporates these GTCS), documents have priority in the following order: (a) Acknowledgement of Order; (b) special conditions as set up in the Contract, (c) the main body of these GTCS; and (d) the Order.

### **21 Notices**

Any notice from one party to the other party relating to the Contract shall be in writing and delivered either by hand, courier or mail (certified or registered, return receipt requested, postage prepaid) to the attention of the General Manager at the receiving party's registered address. A notice shall be deemed to be served (a) where delivered by hand, when it is delivered and (b) where delivered by courier and/or mail certified or registered mail, 3 Business Days after it is mailed. Either party may change its notice address upon written notice to the other party.

**END**