

General Terms and Conditions

Introduction

Parties to the Agreement

This Agreement ("Agreement") is entered into between Medici Expert Consultancy FZ LLC, a legal entity incorporated in the United Arab Emirates under License No. 18740/2023, with its registered address at Fujairah – Twin Towers, P.O. Box 4422, Fujairah, UAE, represented by its General Manager, and, where applicable, its affiliated entities, including Medici Expert LLC and any subsidiaries, branches, or associated companies (collectively referred to as "Medici Expert"), and you, the client ("Client").

Purpose of the Agreement

The purpose of this Agreement is to define the general terms and conditions governing the provision of consultancy and related corporate, compliance, and administrative services by Medici Expert to the Client. These Terms and Conditions establish the framework for the rights and obligations of both parties and shall apply to all services provided by Medici Expert, unless expressly agreed otherwise in writing.

Binding Nature

By engaging with Medici Expert or by using any of its services, you acknowledge and agree that these Terms and Conditions constitute a legally binding agreement between you and Medici Expert. If any provision of this Agreement is held to be unlawful, invalid, or unenforceable, such provision shall be deemed severed without affecting the validity and enforceability of the remaining provisions.

Third-Party Rights

No person other than the parties to this Agreement shall have any right to enforce or rely upon any term contained herein, whether under the UAE laws or otherwise, unless expressly stated.

Definitions

For the purposes of this Agreement, the following terms shall have the meanings assigned to them below. Unless the context otherwise requires, words in the singular include the plural and vice versa.

“Agreement” or “Terms and Conditions” means these General Terms and Conditions, or such revised versions as may be published from time to time on Medici Expert’s websites, together with any other conditions communicated by Medici Expert to the Client. These Terms and Conditions apply to all Clients and constitute a legally binding contract between the Client and Medici Expert.

“Applicable Law” means all applicable laws, regulations, decrees, and decisions in force in the United Arab Emirates, including but not limited to Federal Decree-Law No. 20 of 2018 on Anti-Money Laundering and Combating the Financing of Terrorism and Illegal Organizations, Cabinet Decision No. 10 of 2019, Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (PDPL), and other relevant executive regulations and guidelines, as well as international standards such as the Financial Action Task Force (FATF) Recommendations, and, where applicable, foreign data protection laws including the General Data Protection Regulation (GDPR) of the European Union.

“Medici Expert” means Medici Expert Consultancy FZ LLC, its affiliated entity Medici Expert LLC, and any subsidiaries, branches, agents, or associated companies worldwide, together with their directors, officers, employees, consultants, and successors in title.

“Medici Expert’s Officers” means any person, firm, or company nominated by Medici Expert who may be appointed as director, alternate director, secretary, alternate secretary, partner, accountant, trustee, nominee, protector, bank account signatory, administrator, registered agent, or provider of a registered office or address of an Entity.

“Client” means the beneficial owner(s) of an Entity, and/or any individual or legal entity that has requested Medici Expert to provide Services, has agreed to pay for Services, has previously paid for Services, or for whose benefit the Services are provided, including any duly Authorized Person(s). In the case of multiple persons, all such persons shall be jointly and severally liable.

“Authorized Person” or “Authorized Contact Person” means a natural person duly authorized by the Client in writing to give instructions to Medici Expert on behalf of the Client as if such instructions were given by the Client directly.

“Person” means any natural or legal person, body corporate, partnership, trust, foundation, association, organization, or any other incorporated or unincorporated entity.

“Services” means consultancy, corporate, administrative, and compliance-related services provided by Medici Expert, including but not limited to:

- formation and management of companies, trusts, partnerships, foundations, or other Entities;
- provision of registered office, registered agent, company secretary, director, officer, or shareholder;
- maintenance of corporate records and accounts;
- bank or merchant account opening;
- financial, investment fund, banking, or payment services licensing;
- compliance, KYC, and anti-money laundering (AML/CFT) services;
- risk management, risk assessment, internal and external audit;
- bookkeeping, preparation and filing of financial statements and annual returns;
- real estate consultancy; and
- any other management, administration, or professional services as advertised on Medici Expert’s websites or agreed with the Client.

“Entity” means any company, trust, partnership, foundation, or other legal entity established and/or administered by Medici Expert at the request or on behalf of the Client.

“Personal Data” means any information relating to an identified or identifiable natural person, as defined under the UAE PDPL and, where applicable, the GDPR, including but not limited to name, identification number, contact details, financial information, and biometric or sensitive data.

“Fee Schedule” means the schedule of fees and charges for Services issued and updated by Medici Expert from time to time.

“Business Day” means a day from Sunday to Thursday, other than an official public holiday in the United Arab Emirates, on which banks and businesses are generally open for business.

“Website” or “Site” means the official website(s) operated by Medici Expert, including all subdomains, content, and materials published therein.

Scope of Services

Medici Expert provides professional consultancy, administrative, and corporate support services to Clients in accordance with this Agreement. The Services cover a broad range of business, compliance, and management functions as detailed below, subject always to Applicable Law and the terms expressly agreed with the Client.

The Services offered by Medici Expert may include, without limitation:

- a. incorporation, registration, and administration of companies, partnerships, trusts, foundations, and other legal entities;
- b. provision of registered office, registered agent, company secretary, directors, officers, or shareholders (including nominee arrangements, where permitted by law);
- c. maintenance of statutory records, preparation and filing of corporate documents, annual returns, and other compliance filings;
- d. bookkeeping, accounting, preparation and filing of financial statements, and support with internal and external audits;
- e. assistance with bank and merchant account opening and related support services;
- f. consultancy and support in obtaining financial, investment fund, banking, and payment services institution licenses;
- g. compliance and regulatory advisory, including anti-money laundering (AML), counter-terrorist financing (CFT), sanctions screening, and Know-Your-Customer (KYC) procedures;
- h. risk assessment, risk management, and internal control services;
- i. consultancy in relation to real estate investment and structuring;
- j. any other management, administrative, or support services agreed between Medici Expert and the Client in writing.

Client Instructions

Form of Instructions

- a. Medici Expert shall act only upon written instructions duly issued by the Client, including by email or through secure electronic signature platforms (e.g., DocuSign, AdobeSign, or other UAE-recognized e-signature systems).
- b. Oral instructions or instructions delivered by telephone will not be accepted, except in urgent or exceptional circumstances. In such case, the Client must confirm the instruction in writing without undue delay, and Medici Expert shall not bear any liability for any misunderstanding or error until such written confirmation is received.

Verification and Authentication

- a. Medici Expert reserves the right to request any additional documents, verification, or clarifications necessary to confirm the authenticity and validity of Client instructions.
- b. Medici Expert may suspend execution of any instruction until it is reasonably satisfied with such verification.
- c. Instructions shall be deemed received and valid only upon confirmation by Medici Expert to the Client.

Right to Refuse Instructions

Medici Expert may, at its sole discretion, refuse to act on any instruction that:

- is incomplete, unclear, ambiguous, contradictory, or appears unauthenticated;
- is, or in the reasonable opinion of Medici Expert may be, unlawful, dishonest, misleading, malicious, fraudulent, or outside the scope of the Services;
- would contravene **Applicable Law**, including UAE AML/CFT legislation, sanctions regulations, or any other international compliance obligations;
- may expose Medici Expert, its officers, or employees to personal liability, reputational harm, or risk of prosecution in any jurisdiction;
- conflicts with Medici Expert's internal compliance, risk management, or sanctions screening policies.

Allocation of Risks

a. Except in cases of proven willful misconduct or gross negligence by Medici Expert, the Client shall bear all risks of loss, damage, delay, or misunderstanding resulting from:

- instructions not being received or confirmed by Medici Expert;
- instructions being incomplete, illegible, ambiguous, or erroneous;
- communications fraudulently issued by unauthorized third parties purporting to represent the Client.
- Medici Expert shall in no event be liable for indirect, consequential, or reputational losses, loss of profit, or anticipated savings. Liability, if any, shall be limited to direct damages as expressly defined under this Agreement.

Evidence and Recordkeeping

- a. Medici Expert shall maintain records of all Client communications, instructions, and confirmations, including electronic records and email logs.
- b. In case of dispute, such records kept by Medici Expert shall constitute prima facie evidence of the content and authenticity of the instructions and communications.

General Disclaimer on Information

Medici Expert may provide legal and regulatory consultancy services where expressly agreed in writing with the Client. Any other information made available through Medici Expert's websites, marketing materials, or preliminary discussions is provided for informational and marketing purposes only and shall not be construed as binding legal, regulatory, or tax advice.

Formal legal opinions, tax advisory, or representation in litigation and arbitration are rendered exclusively under separate written engagements, where expressly agreed. Clients are encouraged to seek independent professional legal and/or tax counsel in their relevant jurisdictions for matters requiring such advice.

Medici Expert acts as a professional service provider and shall not be deemed to assume fiduciary duties beyond those expressly set out in this Agreement or required by Applicable Law.

Client's Obligations

Provision of Information and KYC/AML Compliance

- a. The Client shall provide Medici Expert with all information, documents, and data reasonably required to comply with Applicable Law, including but not limited to Federal Decree-Law No. 20 of 2018 on Anti-Money Laundering and Combating the Financing of Terrorism and Illegal Organizations, Cabinet Decision No. 10 of 2019, relevant executive regulations, and the FATF Recommendations.
- b. Such information shall include, without limitation, valid identification documents, proof of residential address, proof of source of wealth, and proof of source of funds.
- c. The Client acknowledges that Medici Expert may, at its sole discretion, suspend or refuse to provide Services until satisfactory information and documentation are received, and may terminate this Agreement if the Client fails to comply with such requirements.

Notification of Changes

- a. The Client shall immediately notify Medici Expert in writing of any change to:
 - the business activities or nature of operations of the Entity;
 - the ultimate beneficial ownership (UBO) of the Entity;
 - directors, officers, authorized signatories, or other controlling persons;
 - jurisdiction of incorporation, tax residency, or principal place of business;
 - source of funds or source of wealth.
- b. Any such changes shall require the prior written consent of Medici Expert,

which may be withheld where the changes create regulatory, reputational, or compliance risks.

Lawful Origin of Assets

- a. The Client confirms and undertakes that all assets introduced into the Entity or used in connection with the Services have been lawfully obtained and are not derived from criminal, fraudulent, or otherwise illegal activities.
- b. The Client agrees to provide evidence of the lawful origin of assets upon request and acknowledges that Medici Expert may, where legally required, file suspicious transaction reports or notify competent authorities without prior notice to the Client.

Data Protection and Consent

- a. The Client expressly consents to the collection, processing, storage, and transfer of their Personal Data in accordance with the UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (PDPL) and, where applicable, the EU GDPR.
- b. Personal Data may be shared with Medici Expert's affiliates, auditors, legal advisors, and third-party service providers where necessary for the performance of Services, subject to appropriate confidentiality and data protection safeguards.
- c. Where Personal Data is transferred outside the UAE, Medici Expert shall ensure adequate safeguards are in place in accordance with Applicable Law.

Cooperation

- a. The Client shall provide Medici Expert with timely assistance, cooperation, and access to all information reasonably required for the proper performance of the Services.
- b. Failure to provide such cooperation shall entitle Medici Expert to suspend the Services, charge additional fees for delays, or treat such failure as a material breach of this Agreement.

Prohibited Use of Services

The Client shall not request or cause Medici Expert, its officers, or employees to be engaged, directly or indirectly, in any unlawful, illegal, or prohibited activities or to use the Services for any unlawful purpose, including but not limited to money laundering, terrorist financing, fraud, tax evasion, or dealings with sanctioned persons or jurisdictions.

Payment Obligations

- a. The Client shall promptly pay all fees, disbursements, and expenses incurred by Medici Expert in connection with the Services, in accordance with the applicable Fee Schedule or as otherwise agreed in writing.
- b. Medici Expert may suspend or cease the provision of Services if any invoice remains unpaid after its due date.

c. Medici Expert reserves the right to retain documents, records, or property belonging to the Client or the Entity until all outstanding amounts are fully settled.

Termination Notice

- a. The Client shall give Medici Expert at least thirty (30) days' prior written notice of its intention to discontinue the Services.
- b. Such notice shall not affect the Client's obligation to settle all outstanding fees, costs, or liabilities up to the effective date of termination.
- c. The Client acknowledges that a termination fee or other applicable charges may be payable in accordance with the provisions of this Agreement.

Survival of Obligations

The Client's obligations under this section, including but not limited to obligations regarding payment, indemnification, lawful origin of assets, and cooperation with AML/CFT requirements, shall survive the termination of this Agreement or cessation of Services.

Liability of the Website Use

The Website is provided on an "AS IS" and "AS AVAILABLE" basis, without any representation, warranty, or endorsement of any kind, whether express or implied. Without limitation, no warranties are given regarding satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, or accuracy.

Medici Expert shall not be liable for any loss, damage, cost, or expense of any kind (whether direct or indirect) arising out of or in connection with the Client's access to, use of, or reliance on the Website, including but not limited to:

- interruptions, errors, defects, delays, or failures in Website functionality;
- viruses, malware, hacking, cyberattacks, unauthorized access, or other harmful code;
- loss or corruption of data, system failures, or unauthorized disclosure of information;
- reliance on any information, content, or materials published on the Website, which are provided for general informational purposes only and shall not constitute legal, regulatory, financial, or tax advice.

Medici Expert expressly excludes liability for any indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to lost profits,

loss of business opportunities, reputational damage, or anticipated savings, even if Medici Expert has been advised of the possibility of such damages.

Medici Expert is not responsible for the content, accuracy, or security of third-party websites linked to or from the Website. Such links are provided solely for convenience and do not imply endorsement or approval. The Client accesses any such third-party websites at their own risk.

Nothing in these Terms and Conditions shall be construed to exclude or limit liability for death or personal injury resulting from Medici Expert's proven negligence or willful misconduct, where such exclusion or limitation would be prohibited under Applicable Law.

The Client acknowledges that the use of the Website is at their sole risk and that the limitations of liability set out herein are reasonable and necessary for the provision of online services under the laws of the United Arab Emirates.

Copyright and Trademarks (Intellectual Property)

All intellectual property rights, including copyright, database rights, design rights, trade marks (registered or unregistered), company names, logos, service marks, and all other proprietary rights in and to the Website, its design, layout, text, graphics, photographs, software, and source code, as well as in any materials, reports, templates, or documents produced or provided by Medici Expert in the course of the Services, shall remain the exclusive property of Medici Expert or its licensors, unless expressly agreed otherwise in writing.

The Client is granted a limited, non-exclusive, non-transferable license to view and temporarily store Website pages in a browser cache and to print a single copy of Website content for personal, non-commercial use and offline review only.

Except as expressly permitted, the Client shall not copy, reproduce, distribute, publish, display, transmit, sell, license, modify, create derivative works from, reverse engineer, or otherwise exploit any part of the Website or any materials provided by Medici Expert without Medici Expert's prior written consent.

Where Medici Expert provides customized reports, documents, or advisory materials to a Client, the Client shall be granted a limited right to use such materials solely for

internal business purposes. All intellectual property rights therein shall remain vested in Medici Expert unless expressly assigned under a separate written agreement.

Unauthorized use of Medici Expert's intellectual property may result in legal action, including claims for damages and injunctive relief, under Applicable Law of the United Arab Emirates and relevant international intellectual property treaties.

Data Protection and Confidentiality

Commitment to Data Protection

Medici Expert is committed to protecting the confidentiality, integrity, and security of all Personal Data processed in the course of providing Services, in accordance with Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (PDPL) of the United Arab Emirates and, where applicable, the General Data Protection Regulation (GDPR) of the European Union.

Legal Basis for Processing

Personal Data shall be processed by Medici Expert only where a valid legal basis exists under Applicable Law, including but not limited to:

- a. Consent – where the Client has explicitly consented to the processing of their Personal Data for one or more specific purposes;
- b. Contractual Necessity – where processing is necessary for the performance of this Agreement or for taking steps at the Client's request prior to entering into this Agreement;
- c. Legal Obligation – where processing is necessary for compliance with Applicable Law, including AML/CFT obligations, regulatory filings, and reporting requirements;
- d. Legitimate Interest – where processing is necessary for the legitimate interests of Medici Expert, provided such interests are not overridden by the Client's rights and freedoms.

Client's Rights as Data Subject

Subject to Applicable Law, the Client (as data subject) shall have the following rights:

- a. Access – to obtain confirmation as to whether Medici Expert processes their Personal Data and to access such data;
- b. Rectification – to request correction of inaccurate or incomplete Personal Data;
- c. Erasure ("Right to be Forgotten") – to request deletion of Personal Data where it is no longer necessary for the purposes for which it was collected or where consent is withdrawn;
- d. Restriction of Processing – to request limitation of processing in certain

circumstances;

- e. Portability – to receive a copy of their Personal Data in a structured, commonly used, and machine-readable format and to request its transfer to another service provider where technically feasible;
- f. Objection – to object, on legitimate grounds, to certain types of processing, including processing for direct marketing purposes.

Data Sharing and Transfers

- a. Medici Expert may share Personal Data with its affiliates, agents, auditors, legal advisors, and third-party service providers where reasonably necessary for the provision of Services, subject to strict confidentiality obligations.
- b. Where Personal Data is transferred outside the United Arab Emirates, Medici Expert shall ensure that adequate safeguards are in place, including transfers to jurisdictions recognized as providing adequate protection under the PDPL, GDPR, or through the use of standard contractual clauses or equivalent legal instruments.

Data Retention

Personal Data shall be retained only for as long as necessary to fulfill the purposes for which it was collected and to comply with Applicable Law, including statutory retention periods under AML/CFT regulations.

Confidentiality Obligations

- a. Medici Expert shall maintain strict confidentiality in relation to all information and documents received from the Client and shall not disclose such information to third parties except:
 - where required by Applicable Law or by order of a competent authority;
 - where disclosure is necessary for the provision of Services;
 - where the Client has provided prior written consent.
- b. These confidentiality obligations shall survive the termination of this Agreement.

Security Measures

Medici Expert shall implement appropriate technical and organizational measures to protect Personal Data against unauthorized access, accidental loss, destruction, alteration, or disclosure, in accordance with PDPL, GDPR, and best international practices.

Force Majeure

Medici Expert shall not be liable for any delay or failure to perform any of its obligations under this Agreement to the extent such delay or failure is caused by events or circumstances beyond its reasonable control ("Force Majeure Event"). Force Majeure Events shall include, but not be limited to: acts of God, natural disasters, strikes, lockouts or other labor disputes, accidents, war, armed conflict, terrorism, civil unrest, fire, epidemics or pandemics, acts of government or regulatory authorities, imposition of sanctions or embargoes, interruption or failure of power supply, communications, telecommunications or computer systems, cyberattacks, or supply chain disruptions.

In the event of a Force Majeure Event, Medici Expert shall be entitled to a reasonable extension of time to perform its obligations.

Medici Expert shall notify the Client of the occurrence of a Force Majeure Event as soon as practicable. The parties shall consult in good faith to mitigate the impact of such event.

If the Force Majeure Event continues for more than 30 days, either party may terminate this Agreement by written notice. In such case:

- the Client shall remain liable to pay for all Services provided and expenses incurred up to the effective date of termination;
- any advance payments for Services not yet rendered may be refunded, less any administrative fees or costs already incurred by Medici Expert.

Force Majeure shall not relieve the Client of its obligation to pay any outstanding fees properly due for Services already performed prior to the Force Majeure Event.

Termination of Services and Website Access

Website Access

Medici Expert may withdraw, suspend, or restrict the Client's right to access or use the Website at any time, with or without prior notice, and without liability.

Termination of Services for Cause

Medici Expert may, by written notice, cease the provision of Services to the Client with immediate effect if:

- a. the Client is, in the reasonable opinion of Medici Expert, in material breach of these Terms and Conditions and such breach is not remedied within fifteen (15) days of

written notice;

- b. the Client fails to pay any fees, disbursements, or expenses due within the specified period;
- c. the Client fails to provide required KYC/AML information or documentation, or such information is found to be false, misleading, or incomplete;
- d. the Client or the Entity becomes subject to sanctions, restrictions, or adverse regulatory findings under Applicable Law;
- e. it comes to the attention of Medici Expert that the Entity is used for undeclared, unlawful, or prohibited activities;
- f. any legal, regulatory, or enforcement proceedings are commenced against the Client or the Entity.

Termination for Convenience

Medici Expert may, at its discretion, terminate the Agreement and Services by giving the Client not less than thirty (30) days' prior written notice, without liability for compensation or damages.

Effect of Termination

- a. Termination shall not affect any rights, obligations, or liabilities accrued prior to termination, including without limitation the Client's obligation to pay outstanding fees, indemnify Medici Expert, and comply with Applicable Law.
- b. Any advance fees paid for Services not yet rendered shall, subject to deductions for administrative costs and expenses already incurred, be refunded to the Client.
- c. Medici Expert reserves the right to retain documents, records, or property of the Client or the Entity until all outstanding amounts have been settled.

Waiver

No General Waiver

No failure, delay, or omission by Medici Expert in exercising any right, power, or remedy under this Agreement shall operate as a waiver of that or any other right, power, or remedy, nor shall any single or partial exercise preclude any further or other exercise thereof.

Written Form Only

Any waiver of any provision of this Agreement shall be valid only if made in writing and signed by a duly authorized representative of Medici Expert. No oral statement, course of dealing, or trade practice shall constitute or be construed as a waiver.

No Continuing Waiver

A waiver of any breach, default, delay, or omission shall not be deemed a waiver of any subsequent or continuing breach, default, delay, or omission of the same or any other provision.

No Variation or Novation

A waiver shall not constitute an amendment, variation, or novation of this Agreement and shall not create any obligation to grant the same or similar concession in the future.

No Prejudice to Rights; Reservation of Rights

All rights, powers, and remedies of Medici Expert under this Agreement and under Applicable Law are cumulative and may be exercised concurrently or separately. Medici Expert expressly reserves all rights not expressly waived in accordance with this section.

Notices

Form and Language

- a. All notices, requests, consents, approvals, waivers, and other communications under this Agreement ("Notices") shall be in writing and in the English language.
- b. Electronic notices may be used as set out below and will have the same legal effect as paper notices, subject to this section.

Permitted Delivery Methods

Notices may be delivered by any of the following methods:

- a. Hand delivery or courier (signature required);
- b. Registered or recorded post (where available);
- c. Email to the designated notice email addresses exchanged by the Parties in writing;
- d. Secure electronic signature / e-contract platform (e.g., DocuSign, Adobe Acrobat Sign, or any UAE-recognized e-signature system) using the Parties' verified accounts;
- e. Secure client portal operated by Medici Expert (if and when made available), by posting or uploading a notice to the Client's account.

Deemed Delivery

Subject to evidence to the contrary and provided no delivery failure or bounce-back notice is received:

- a. Hand delivery / courier: upon signature of delivery receipt or at the time delivery is refused;
- b. Registered/recorded post: on the 10th Business Day after posting;
- c. Email: at the earlier of (i) written acknowledgement by the recipient, or (ii) the next Business Day after the timestamp of sending, provided the email was sent before 18:00 Gulf Standard Time (GST, UTC+4) on a Business Day; otherwise on the following Business Day;
- d. E-signature platform: upon platform timestamp of completion/receipt;
- e. Secure client portal: 24 hours after posting/uploading, or upon in-portal acknowledgement, whichever is earlier.

Designated Addresses and Changes

- a. Each Party shall maintain current notice details (physical address and notice email) and promptly notify the other Party in advance of any change pursuant to this section.
- b. Notices sent to the most recently designated details shall be effective even if the recipient fails to update its details.

Business Days and Time Zone

For the purposes of this section, a Business Day means Sunday to Thursday in the United Arab Emirates, excluding official UAE public holidays. All times are GST (UTC+4), unless expressly stated otherwise.

Service of Legal Process

Service of court or arbitration process shall be valid only if effected by hand delivery or courier to the registered address of the Party (or to a process agent, if appointed), unless Applicable Law permits electronic service and the Parties have expressly agreed to accept such service electronically.

Security and Authenticity

- a. The Parties shall use reasonable measures to ensure that electronic Notices are sent from authorized domains or verified accounts. Medici Expert may disregard any Notice that appears unauthenticated, altered, or compromised and may request re-submission by a secure method.
- b. Medici Expert may require multi-factor authentication or a secondary confirmation call-back to a known contact number before acting on any instruction-bearing Notice.

No Notices via Unapproved Channels

Notices shall not be valid if sent via SMS, instant messengers (including WhatsApp, Telegram, WeChat), social media, or any channel not expressly permitted above, unless Medici Expert confirms acceptance in writing for a specific instance.

Regulatory and AML/CFT Communications

Medici Expert may provide urgent compliance or sanctions-related notifications via email and secure portal simultaneously. Failure by the Client to promptly acknowledge or cooperate with such Notices may constitute a material breach of this Agreement.

Proof of Delivery

Any delivery receipt, reputable courier tracking record, platform audit log, or email server log maintained by the sender shall constitute prima facie evidence of delivery.

Governing Law and Jurisdiction

This Agreement, the provision of Services by Medici Expert, and any dispute, controversy, or claim arising out of or in connection with this Agreement, the Website, or the Services (including any non-contractual obligations) shall be governed by and construed in accordance with the laws of the United Arab Emirates, without regard to conflict of law principles.

Unless otherwise agreed in writing between the Parties, any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration under the DIFC-LCIA Arbitration Centre (or, alternatively, the Dubai International Arbitration Centre – DIAC), in accordance with its Rules. The seat of arbitration shall be Dubai, United Arab Emirates, and the language of arbitration shall be English.

Nothing in this clause shall prevent Medici Expert from seeking interim, injunctive, or conservatory relief in the competent courts of the UAE or any other jurisdiction where such relief may be necessary to protect its rights, pending the outcome of arbitration.

For the avoidance of doubt, the Parties expressly agree that the exclusive jurisdiction of UAE courts (including the DIFC Courts or ADGM Courts, where applicable) may be invoked by Medici Expert for enforcement purposes or for urgent relief, without this being deemed a waiver of the arbitration agreement.

Delivery of Services

Any timelines, delivery dates, or completion schedules communicated by Medici Expert in relation to the provision of Services shall be considered indicative estimates only and shall not constitute binding obligations, unless expressly agreed in writing in a specific service agreement.

Medici Expert shall use reasonable efforts to deliver the Services within the estimated timeframes. However, delays may occur due to factors outside Medici Expert's reasonable control, including but not limited to:

- actions or delays of government registries, regulators, courts, banks, or other third-party institutions;
- the Client's failure to provide necessary instructions, information, or documents in a timely manner;
- events of Force Majeure as defined in this Agreement.

Medici Expert shall not be liable for any penalty, indirect or consequential loss, injury, damage, or expense arising from or in connection with any delay in performance of the Services, provided that Medici Expert has exercised reasonable care and diligence.

Delays in delivery shall not entitle the Client to cancel, repudiate, or refuse to accept Services, except where the delay is material, unreasonable, and directly attributable to proven gross negligence or willful misconduct by Medici Expert.

The Client acknowledges that its own timely cooperation, including provision of accurate and complete information and payment of required fees, is essential for the delivery of Services within the estimated timeframes.

Ordering and Engagement

Requests for Services

Any request made by the Client through the Website, by email, or by direct communication shall constitute an offer to engage Medici Expert for Services subject to these Terms and Conditions. Such request shall become binding on Medici Expert only

upon explicit written acceptance (including by issuance of an invoice, confirmation of engagement, or commencement of Services), at which point a contractual relationship shall arise. Medici Expert reserves the right, at its sole discretion, to decline any request without obligation to provide a reason.

Service Options and Fees

The Client is responsible for reviewing and understanding all available service options and applicable fees prior to making a request. Fees for Services are published on the Medici Expert website, or may be communicated directly, and may be updated from time to time without prior notice. Unless otherwise stated, all fees are quoted exclusive of VAT and other applicable taxes, duties, or official charges.

Payment Terms

a. The Client shall pay all invoices issued by Medici Expert within the stated deadline. Services may be conditional upon receipt of full or partial advance payment, as determined by Medici Expert.

b. Failure to settle any invoice by the due date shall entitle Medici Expert, without prejudice to other rights, to:

- suspend or discontinue Services without liability;
- charge additional administrative fees and interest (if permitted by Applicable Law);
- deduct outstanding amounts from any credit balance held on behalf of the Client or the Entity.

c. Medici Expert shall not be responsible for any losses, penalties, or claims arising from suspension or withdrawal of Services due to non-payment.

Taxes, Duties, and Government Fees

The Client shall be solely responsible for all taxes, duties, official government charges, penalties, or fines payable in connection with the Entity or Services. Medici Expert shall not be liable for any costs imposed by third parties, agents, or authorities, whether or not the Services are suspended or withdrawn.

Fee Adjustments

Medici Expert may, at its reasonable discretion, adjust service fees to reflect changes in economic conditions, regulatory requirements, or third-party costs. Such adjustments shall apply prospectively and shall not affect invoices already settled.

Funds Held on Behalf of Clients

Any funds received or held on behalf of the Client or the Entity shall not accrue interest.

Medici Expert may apply such funds to settle outstanding invoices, fees, or expenses, without the Client's prior consent.

Conditions Precedent

Medici Expert reserves the right to require satisfactory completion of all KYC/AML procedures before accepting funds or commencing Services. In the absence of compliance, Medici Expert may decline to proceed and shall not be liable for any resulting delays or losses.

Incorporation of General Terms and Conditions

These General Terms and Conditions (the "Terms") are incorporated by reference into and shall apply to all agreements, engagements, and contractual relationships between Medici Expert and the Client, including any Services requested or provided via the Website, email, or other means of communication.

By requesting, purchasing, or otherwise using the Services of Medici Expert, the Client acknowledges and agrees to be bound by these Terms in full.

In the event of any inconsistency between these Terms and any other agreement, proposal, or communication, these Terms shall prevail unless expressly varied or supplemented by a written agreement duly signed by Medici Expert.

For the avoidance of doubt, these Terms expressly include and extend to the Governing Law and Jurisdiction clause, which shall apply to any dispute, controversy, or claim arising out of or in connection with the Client's use of the Website, the Services, or any agreement with Medici Expert.

Refund / Cancellation Policy / Termination

Company Incorporation Services

a. If the Client cancels services for company registration before submission of the application to the relevant registry or official government entity, Medici Expert shall

issue a refund of all payments received, minus an administrative fee of up to USD 350. This fee reflects the costs of work carried out prior to cancellation, including internal processing, professional time spent, transaction charges, and other expenses already incurred.

b. Once the application for company registration has been formally submitted to the relevant registry or authority, no refund will be available, regardless of the outcome of the application.

Bank Account Applications and Regulatory Applications

a. Medici Expert's role in bank account opening or regulatory applications (including but not limited to licensing, approvals, and filings) is strictly limited to facilitating the introduction, preparing, compiling, and submitting documentation and application forms on behalf of the Client.

b. Medici Expert does not and cannot guarantee that any bank, financial institution, payment service provider, or government authority will approve, accept, or process the Client's application, as all such institutions apply their own internal criteria, due diligence, and decision-making processes.

c. The final decision to approve, reject, delay, or request additional information for any application rests exclusively with the relevant bank, financial institution, regulator, or competent authority. Such institutions are under no obligation to provide reasons for rejection or delay, and Medici Expert shall not be liable for any such decision.

d. If an application for a bank account or regulatory approval is rejected after Medici Expert has prepared and submitted the required documentation, all fees paid to Medici Expert shall remain non-refundable, as they represent compensation for the professional time and effort already invested.

e. Medici Expert shall not be liable for any indirect, incidental, or consequential loss, including but not limited to loss of profits, opportunity, reputation, or anticipated savings, arising from a bank's or regulator's refusal, delay, or decision regarding the Client's application.

Discounted Packages

If the Client cancels any part of a discounted service package, the refund (if any) shall be calculated on a pro rata basis, taking into account the total package discount applied proportionally to each component. Where company incorporation has already been completed (with or without nominee officers), no refund shall be provided for that component. Refunds for bank account or regulatory applications shall follow the rules described above.

Termination of Services

a. If the Client informs Medici Expert of its intention to transfer the management of its

entity or entities to another corporate service provider, a termination fee of USD 1,000 per entity shall be payable to Medici Expert. This fee is in addition to any outstanding disbursements or fees owed at the time of termination.

b. If the Client, directly or indirectly, contacts and engages Medici Expert's agents, associates, or lawyers without Medici Expert's prior written consent, Medici Expert reserves the right to charge the Client liquidated damages of USD 2,000 for each occurrence, as a genuine pre-estimate of loss suffered by Medici Expert.

c. Termination shall not release the Client from its obligation to pay any outstanding invoices, fees, disbursements, or costs incurred prior to the effective date of termination.

Limited Liability Policy

Client Indemnity

The Client shall at all times indemnify and keep Medici Expert, its officers, employees, and agents harmless and indemnified:

- i. against all actions, suits, proceedings, claims, demands, costs, charges, expenses, and liabilities (including reasonable legal fees) which may arise or be incurred, commenced, or threatened against Medici Expert and/or their officers in relation to the Entity or the Client's instructions;
- ii. in respect of any failure by Medici Expert to comply, wholly or partially, with any instruction, order, or request made by the Client, or any errors or incomplete instructions or requests received from the Client;
- iii. in respect of any penalties, fines, fees, or other liabilities incurred by the Client and/or the Entity related to the Entity and/or to the Services.

This indemnity is without prejudice to any other indemnity and/or remedy in favor of Medici Expert and/or their officers, employees, agents, or successors. The termination of this Agreement or any Service provided by Medici Expert shall not relieve the Client of their obligations to indemnify Medici Expert.

Limitation of Liability

a. The Client acknowledges and agrees that Medici Expert's liability shall be limited strictly to the Services, work, and goods ordered and paid for, and shall in no case exceed USD 5,000 (five thousand US dollars).

b. Medici Expert shall not be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profits, business, goodwill, or anticipated savings.

Scope of Responsibility

Medici Expert provides Services on the basis that it has no personal interest, control, or influence over the Client's business operations. The Client shall indemnify Medici Expert against any and all liability resulting from the Client's or the Entity's use of the Services, including, without limitation, liabilities arising from the operation of companies.

Requests and Instructions

Medici Expert shall bear no liability for failing to act on any request, directive, or order from the Client that is not received, or that is incomplete, unclear, illegible, or deemed by Medici Expert to lack proper authorization.

Third-Party Appointees

Medici Expert shall not be liable for the actions, omissions, or negligence of any third parties appointed or designated at the Client's request or on the Client's behalf (including directors, shareholders, officers, employees, agents, trustees, managers, signatories, or power of attorney holders concerning the Entity or any related person or organization).

Legal Carve-Out

Nothing in this Limited Liability Policy shall exclude or limit Medici Expert's liability where such exclusion or limitation would be unlawful under Applicable Law, including liability for fraud, fraudulent misrepresentation, willful misconduct, or gross negligence, or for death or personal injury caused by Medici Expert's proven negligence.

Warranties

The Client hereby represents, warrants, and undertakes to Medici Expert that:

- i. he/she/it has full legal capacity, is of sound mind, memory, and understanding, and has the necessary authority to enter into an agreement with Medici Expert under these Terms and Conditions and to avail of the Services;
- ii. he/she/it is not bankrupt, insolvent, in liquidation, administration, or any similar proceedings, and is not otherwise restricted by Applicable Law from entering into this Agreement;
- iii. he/she/it shall comply with these Terms and Conditions and with all Applicable Laws and regulations, including but not limited to anti-money laundering and counter-terrorist financing (AML/CFT), sanctions, competition, and tax laws;
- iv. he/she/it acknowledges and agrees that Medici Expert may (but is not obliged to) rely on instructions or communications received from the Client when determining necessary actions in connection with the management of the Entity or the provision of

the Services;

v. he/she/it shall be solely responsible for paying in full any personal or corporate taxes, duties, levies, or other charges that may arise in connection with the incorporation, maintenance, or operation of the Entity, and shall hold Medici Expert harmless from any such liabilities;

vi. all funds introduced into the Entity or used for the payment of Medici Expert's Services originate from lawful sources and are not derived from criminal or unlawful activities;

vii. neither the Client nor the Entity is, or will become, a person or entity subject to international or national sanctions, and the Client undertakes to promptly notify Medici Expert if he/she/it or the Entity becomes listed on any applicable sanctions list.