



GENERAL TERMS AND CONDITIONS (GTC)

Effective date: 15.03.2026

1. General terms and scope

1.1 All legal transactions between the client and 8VISORY CONSULTING L.L.C, subsequently referred to as „company”, shall be subject to these General Terms and Conditions (“GTC”) exclusively. The version valid at the time the contract is concluded shall be applicable.

1.2 These GTC shall apply to consumers as well as to professionals. Professionals are natural or legal persons or partnerships with legal personality, for which this contract is a part of their business operations. Businesses are also understood to include permanently established organisations pursuing independent business activities even if these activities are not profit-oriented.

1.3 In case of modifications of these GTC by the company, the client will be advised by email and asked for consent before the modifications become effective. The consent of the client is deemed to have been given unless he does not object to the modifications within two months after delivery of modifications (fiction of consent), whereby the period of time is preserved through timeous posting of the objection by the client. The company will inform the client on the right to object in the notification of the modification. If the client is a consumer, the fiction of consent mentioned in the second sentence shall only apply for non-essential modifications.

1.4 These GTC shall also apply to any future contractual relationships between the client and the company, even if these GTC are not expressly referred to in collateral contracts.

1.5 The Terms and Conditions of the client are not applicable. Differing, conflicting or supplementary General Terms and Conditions shall not, even upon knowledge thereof, become a contract component, unless they have been agreed expressly and in writing.

2. Scope of work

2.1 The scope of each particular assignment shall be individually agreed by contract or agreement. The company provides a consulting service or engagement to the client, hereinafter the “assignment”.

2.2 The company shall be entitled to subcontract, in whole or in part, the services for which the company is responsible to third parties, however the company will strive, under consideration of the respective circumstances of the individual case, to conduct all services personally or with the company’s own staff. Payment of said third parties shall be effected exclusively by the company. No contractual relationship of any kind shall exist between the client and said third party.

2.3 During the validity of the contract and for a period of one year after termination thereof, the client shall agree not to enter into any kind of business transactions with persons or organisations the company employs to perform the company’s contractual duties. In particular, the client shall not employ said persons or organisations to render any consulting or advisory services the same or similar to those offered by the company.

3. Client’s obligation to provide information / notification

3.1 The client shall ensure that during the performance of the consulting assignment, organisational and technical conditions in the client’s place of business or with the aid of appropriate software (e.g. Microsoft

Teams) allow the assignment to proceed in a timely and undisturbed manner. If the client does not follow this obligation correctly, resulting delays of the assignment belong to the sphere of the client and liability of the company is hereby expressly excluded.

3.2 The client shall, in a timely manner and without special request on the part of the company, provide the company all information that is considered as eminent for the assignment from his point of view, including but not limited to clear presentation of the initial situation, definition of the objective target as well as notification/explanation of special conditions including all necessary documents that may be considered, at the beginning of the assignment. Information that firstly becomes known during the assignment has to be provided to the company in a timely manner.

It is herewith stated explicitly that the company may conduct the assignment only on the basis of the documents/information provided. The company is neither engaged to obtain or demand from the client any documents/information by himself, nor does he assume any liability for improper performance or non-performance of the assignment, caused by the absence of documents/information.

4. Reporting obligation

4.1 The company shall only be obliged to report on the work status within the limit of the assignment (interim report, final report), if formally expressly agreed in writing with the client. Reports agreed in writing shall be provided within a reasonable period of time. However, any confidential content and results of any assignment are excluded from the obligation to report as those are conducted with utmost discretion.

4.2 The company shall not be bound by directives while performing his service within the limit of the assignment and shall be free to act at the company's discretion and under the company's own responsibility. The company shall not be required to work in a particular place or to keep particular working hours.

5. Protection of Intellectual Property

5.1 The company shall retain all copyrights to any work done by the company, by persons working for the company and/or by third parties employed by the company (including but not limited to tenders, reports, analyses, expert opinions, organization charts, programmes, performance descriptions, drafts, calculations, drawings, concepts, training documents, exercises, questionnaires, methodologies, frameworks, templates [...] etc.). During the assignment and after termination thereof, the client may use these materials exclusively for the purposes described under the assignment. Therefore, the client shall not be entitled to copy or distribute these materials without the explicit prior written consent of the company. There shall be on no account a liability of the company caused by the unauthorized copying/distribution of these materials – in particular for the accuracy of these materials – towards third parties. If third-party claims are asserted against the company in such cases, the client shall indemnify and hold completely harmless the company.

5.2 Subject to any other individual contractual arrangement, the company shall be entitled to the Know-How resulting from the assignment. This applies also if the Know-How was created in cooperation between the client and the company or and accordingly with the collaboration of the client or on the basis of Know-How of the client.

5.3 Any violation of this provision by the client shall entitle the company to prematurely terminate the assignment and to enforce other legal claims, in particular for omission and/or damages.

6. Warranties / Liability / Damages

6.1 It is not the duty/obligation of the company to give the client advice / recommendations or to make decisions. He is primarily responsible for assistance in the development and implementation of the client's goals based on the specific scope of the agreed engagement. The company does not undertake any guarantee for a specific result or success.

The company shall not be liable to the client for damages to other items or legally protected rights, caused by the deficiency of the service owed by the company (consequential damages).

The company shall be liable to the client for damages – with the exception of personal injury – only to the extent that these are the result of serious fault (intention or gross negligence). Correspondingly, this also applies to damages resulting from third parties employed by the company. If the client is a professional, he shall only be liable for damages – with the exception of personal injury – in the case of extremely gross negligence or intent.

6.2 Any claim for damages on the part of the client may – if the client is a professional – only be enforced by law within three months after those entitled to assert a claim have gained knowledge of the damage and the liable party, but not later than half a year after the incident upon which the claim is based.

6.3 If the client is a professional, he shall furnish evidence of the company's fault.

6.4 If the company performs the required services with the help of third parties, any warranty claims and claims for damages which arise against the third party shall be passed on to the client. In this case, the client shall primarily refer to the third party.

6.5 Participation in any engagement and / or in any training or workshop of the company or the issuing of a consulting assignment is voluntarily and at the client's own risk and responsibility of the company. Physical and psychological health of the client is assumed, which is not medically controlled / examined by the company. It is explicitly stated that services of the company are no medical/psychiatric treatment, no psychotherapeutic or health-related measure or therapy. For any changes and subsequent / related impacts in the person of the client or his professional and private environment during or after an engagement, resulting from the assignment, the client takes the exclusive and full responsibility and liability. In case of any legal proceedings and claims / liabilities by third parties, the client guarantees to indemnify and hold completely harmless the company from liability.

7. Confidentiality and Data Protection

7.1 Both parties shall be obligated to maintain complete confidentiality concerning all business matters made known to them in the course of services performed, especially trade and company secrets and any other information concerning type and/or scope of business and/or practical activities of the client.

7.2 Furthermore, the company shall be obligated to maintain complete confidentiality towards third parties concerning the content of his service within the limit of the assignment, as well as any information and conditions received in connection with the performing of services, particularly concerning data on the client's clients.

7.3 The company shall not be obligated to maintain confidentiality towards any person working for the company or representatives of the company. The company is required to obligate such persons to maintain complete confidentiality.

7.4 The obligation to maintain confidentiality shall persist indefinitely even after termination of the contract, with the exception of any duty to give evidence.

7.5 The company shall be entitled to use any personal data entrusted to the company for fulfilling the contract, in particular to collect and store. As for the rest, personal data shall only be used and/or transmitted with the permission/consent of the affected person.

The client hereby explicitly grants his consent that the company may use the client's email-address for the supply of information regarding events, activities and/or new appointments and therefore agrees on sending of info-emails (for example about new products, new workshop-appointments).

The permission/consent for the use of personal data and/or the transmission of Information can be revoked with future effect at any time. The revocation shall be sent to office@8visory.com.

8. Remuneration

8.1 After completion of the services within the limit of the assignment, the company shall receive remuneration agreed upon in advance between the company and the client. In case of absence of specific payment terms in the contract between the client and the company, the company is entitled to demand 50 % of payment upfront and the other 50 % after completion of the assignment. Remuneration shall be due and payable immediately after rendering accounts by the company.

8.2 The company shall render accounts which entitle to deduct input tax and contain all elements required by law. The company shall be entitled to transmit invoices electronically. The client agrees explicitly to accept invoices transmitted electronically by the company.

8.3 Any cash expenditures, expenses, travel expenses, etc. of the company shall be reimbursed to the company by the client separately.

8.4 In the event that the services within the limit of the assignment agreed upon are not completed due to reasons on the part of the client, or due to a premature termination of contract by the company for cause, the company shall be entitled to claim payment in full of the remuneration agreed upon in advance, less expenses not incurred. In the event that an hourly fee had been agreed upon, the client shall pay for the number of hours expected to be required for the entire contracted assignment, less expenses not incurred. Expenses not incurred shall be calculated as a lump sum consisting of 50 % of the fee required for those services that the company did not perform by the date of termination of the agreement.

8.5 In the event that invoices are not paid, the company shall be released from the company's commitment to provide further services and shall be entitled to terminate the contract with immediate effect after having granted a period of grace of 14 days. This shall not apply to any further claims resulting from default of payment.

9. Final Provisions

9.1 The contracting parties declare that all information contained herein is accurate and made in good conscience. They shall be mutually obligated to immediately inform the other party in writing of any changes.

9.2 Modifications of and amendments to the contract or these GTC shall be made in writing. This shall also apply to a waiver of this requirement in written form. Oral collateral agreements do not exist.

9.3 If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any contracts concluded pursuant to these provisions shall not be affected thereby. The invalid provision has to be replaced by one that in a legally valid manner comes closest to the sense and purpose of the invalid provision. The same applies to regulatory gaps.

9.4 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre (DIFC). The parties irrevocably agree to submit to the exclusive jurisdiction of the DIFC Courts for the resolution of any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, formation, or termination. The place of performance of obligations under this Agreement shall be the registered business address of the Company. The parties agree that all proceedings before the DIFC Courts shall be conducted in the English language.

9.5 Prior to commencing any proceedings before the DIFC Courts, the parties shall attempt in good faith to resolve any dispute arising out of or in connection with this Agreement amicably. A party seeking to invoke this clause shall serve written notice on the other party specifying the nature of the dispute in reasonable detail ("Dispute Notice"). The parties shall, within fourteen (14) days of the Dispute Notice being served, meet – whether in person, by video conference, or through authorized representatives – to negotiate in good faith with a view to reaching an amicable resolution. If the dispute remains unresolved thirty (30) days after the date of the Dispute Notice (or such longer period as the parties may agree in writing), either party may proceed to submit the dispute to the exclusive jurisdiction of the DIFC Courts in accordance with the governing law and jurisdiction clause of this Agreement. Compliance with this clause is a condition precedent to the commencement of any legal proceedings, except where a party seeks urgent interim or injunctive relief.