Terms and Conditions

Version effective as of October 2026

1. ABOUT THESE TERMS

1.1 These Terms and Conditions for Consulting Services (the "Terms") are issued by IGR FZ-LLC, trading as DataConsulting, a free zone limited liability company licensed in the Emirate of Ras Al Khaimah, United Arab Emirates, under licence number 47019395, Ras Al Khaimah ("DataConsulting", "we", "us" or "our").

1.2 These Terms apply to every engagement under which we provide data protection, privacy, artificial intelligence governance, information security, cyber resilience or related consulting, audit, assessment, implementation or training services to a client (the "Client" or "you").

1.3 We provide services only to businesses, public bodies and other organisations acting for business or professional purposes. By entering into an Engagement Letter, you confirm that you are not acting as a consumer.

1.4 Exclusion of other terms. These Terms and the Engagement Letter apply to the exclusion of any terms that you seek to impose, including terms contained in or referred to in a purchase order, vendor registration form, supplier portal or similar document, unless we expressly agree in writing that a specified provision of that document varies the Contract. Administrative completion or acknowledgement alone does not constitute such agreement.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party;

"Business Day" means a day other than a Saturday, Sunday or official public holiday in the United Arab Emirates;

"Client Information" means all information, documents, data, records, access, system details, answers and instructions provided by or on behalf of the Client in connection with the Services;

"Client Personal Data" means personal data that we process on behalf of the Client in performing the Services;

"Confidential Information" has the meaning given in Section 16.1;

"Contract" means the contract between us and the Client formed under Section 3, consisting of the Engagement Letter and these Terms;

"Consultant Materials" means all materials, methodologies, frameworks, templates, checklists, questionnaires, tools, software, scripts, know-how and other works owned or licensed by us that exist before, or are developed independently of, a particular engagement, including any improvements to them;

"Data Protection Laws" means Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data and any implementing regulations, decisions and guidance issued under it, and any other data protection law that applies to the relevant processing;

"Deliverables" means the reports, assessments, policies, registers, presentations, training materials and other outputs that we prepare and deliver to the Client under an Engagement Letter;

"Engagement Letter" means the engagement letter, statement of work, proposal or order form signed or accepted by both parties that describes the Services, Fees, timetable and any special terms for an engagement;

"Fees" means the fees for the Services set out in the Engagement Letter or, where none are stated, calculated in accordance with Section 12;

"Personnel" means our directors, employees, consultants and subcontractors, and the personnel of our subcontractors; and

"Services" means the services described in an Engagement Letter, including any Deliverables.

"Including" and **"Include"** mean "including without limitation".

References to a Section are to a section of these Terms. References to writing include email.

3. FORMATION OF THE CONTRACT

3.1 Our proposals and quotations are invitations to engage and are valid for 30 days from their date unless they state otherwise. They do not bind us until an Engagement Letter is formed.

3.2 A Contract is formed when both parties accept the Engagement Letter in writing. It may also be formed when the Client, having received the Engagement Letter and these Terms, instructs us to start work or pays Fees and we confirm acceptance in writing.

3.3 Each Engagement Letter forms a separate Contract incorporating these Terms. Termination or expiry of one Contract does not affect any other Contract unless a separate termination right exists and is exercised for each affected Contract.

3.4 If an Affiliate of the Client receives or benefits from the Services, the Client is responsible for ensuring that the Affiliate complies with the Contract, and the Client remains liable for that Affiliate's acts and omissions. No Affiliate of the Client may bring a claim against us under the Contract; any claim must be brought by the Client and is subject to Section 19.

4. THE SERVICES

4.1 We will provide the Services described in the Engagement Letter. Anything not expressly described as part of the Services is outside scope, including any assumption about further work that may be needed.

4.2 We will perform the Services with the reasonable skill and care expected of a competent provider of similar services, using appropriately qualified Personnel.

4.3 Dates and timetables in an Engagement Letter are estimates based on the Client Information available at the time and on the Client meeting its obligations. Time is not of the essence unless the Engagement Letter expressly states that a specific date is a fixed deadline.

4.4 We decide how the Services are performed, including the methodology, tools and Personnel used, provided that we deliver the Services described in the Engagement Letter.

4.5 Unless the Engagement Letter requires attendance at the Client's premises, we may perform the Services remotely.

5. NATURE AND LIMITS OF THE SERVICES

5.1 The Services consist of consulting, assessment and implementation support. The Client remains solely responsible for all management decisions, for deciding whether and how to implement our recommendations, and for its compliance with all laws, regulations and contracts that apply to it.

5.2 Unless the Engagement Letter expressly states otherwise and the relevant work falls within the activities we are licensed to carry out, the Services do not constitute legal advice or legal representation, and we do not represent the Client before any court, regulator or public authority. Our analysis of laws and regulations is provided to support the Client's compliance programme. The Client should obtain advice from a lawyer licensed in the relevant jurisdiction where it requires a formal legal opinion or representation.

5.3 We do not warrant or guarantee that the Client will achieve compliance with any law or standard, that any regulator, auditor, certification body, customer or court will agree with our analysis or accept any Deliverable, that the Client will obtain or keep any certification, or that the Client will avoid any breach, incident, claim, fine or sanction.

5.4 Data protection, artificial intelligence and cybersecurity laws and regulator guidance are developing, and some UAE implementing rules may not yet be issued. Deliverables reflect the law, guidance and information available to us on the date they are delivered. We have no obligation to update a Deliverable for later changes in law, guidance, technology or facts unless the Engagement Letter includes that work.

5.5 Assessments, audits, gap analyses and data maps describe the position at the time the work was performed, based on the Client Information and the sample, systems and period examined. They are not a guarantee that no other issues, risks, gaps or vulnerabilities exist.

5.6 All Deliverables and Consultant Materials are provided solely for the Client's internal business use for the agreed purpose. They must not be published, sold, resold, licensed, sublicensed, distributed or otherwise made available to third parties, or used to provide services to others, without our prior written consent. No third party may rely on them. Disclosures permitted under Section 16.2 or 16.4 are allowed, without granting third-party reliance or use rights.

6. CLIENT OBLIGATIONS AND PROVISION OF INFORMATION

6.1 The Client must provide, promptly and in any event within the timeframes stated in the Engagement Letter or reasonably requested by us, all Client Information that we reasonably require to perform the Services, including information about its organisation, processing activities, systems, data flows, vendors, policies, contracts, incidents, risks and regulatory correspondence.

6.2 The Client must ensure that all Client Information is complete, accurate, current and not misleading, and must tell us promptly if it becomes aware that any Client Information is or has

become inaccurate or incomplete, or of any fact or change in circumstances that may affect the Services.

6.3 The Client must give us timely access to its relevant premises, systems, documents and personnel, appoint a project contact with authority to take decisions and give instructions on its behalf, and ensure that its personnel attend scheduled meetings and workshops and respond to our questions and requests.

6.4 The Client must review drafts, take decisions and give approvals within the timeframes in the Engagement Letter or, where none are stated, within five Business Days of our request.

6.5 The Client is responsible for the performance of its other advisers, vendors and service providers, and for obtaining their cooperation where it is needed for the Services.

6.6 The Client must ensure that it has all rights, consents, notices and legal bases needed to provide Client Information, including Client Personal Data, to us and to allow us to use it to perform the Services.

6.7 If the Client does not comply with this Section 6, or if Client Information is late, inaccurate or incomplete:

we will not be liable for any failure or delay in performing the Services, or for any defect in a Deliverable, to the extent caused by that non-compliance;

the timetable will be extended accordingly;

we may charge, at the rates disclosed to the Client in writing before the additional work, for additional time spent and costs incurred, including rework and time of Personnel who were scheduled for the engagement; and

if the non-compliance continues for more than 15 Business Days after we notify the Client, we may suspend the Services or terminate the Contract under Section 22.

7. RELIANCE ON CLIENT INFORMATION

7.1 We are entitled to rely on all Client Information and on any instruction, decision or approval given by the Client's project contact or any person we reasonably believe to be authorised by the Client, without independent verification.

7.2 Unless the Engagement Letter expressly includes verification or testing of particular information, we have no duty to audit, verify or test the accuracy or completeness of Client Information, and our Services are not designed to detect fraud, errors or misstatements in it.

7.3 Subject to Section 19.1, we are not liable to the extent that loss is caused by Client Information that is inaccurate, incomplete, misleading or withheld, or from our reliance on it.

8. TECHNICAL ASSESSMENTS, AUDITS AND TESTING

8.1 Before we perform any technical assessment, vulnerability scan, penetration test, configuration review or similar activity, the Client must sign an authorisation that identifies the systems, applications, networks, IP ranges and locations in scope, the testing window, permitted techniques, exclusions and emergency contacts (the "Rules of Engagement"). We will act only within the Rules of Engagement.

8.2 The Client warrants that it owns, or has obtained all permissions required from the owners, hosts and operators of, every system, application, network, cloud environment and device included in the Rules of Engagement, including permission from any cloud service provider, hosting provider or outsourced service provider whose terms require it. The Client acknowledges that accessing information systems without authorisation may constitute an offence under UAE law.

8.3 The Client acknowledges that technical testing carries inherent risks, including service interruption, degraded performance, system instability, loss or corruption of data, triggering of security alerts and lockout of accounts, even when performed with reasonable care. The Client must back up all systems and data in scope before testing begins, inform its relevant personnel and service providers as needed, and have recovery procedures available.

8.4 We are not liable for unavoidable disruption or other inherent effects of testing performed with reasonable skill and care within the agreed Rules of Engagement. Any liability for our failure to meet that standard is subject to Section 19.

8.5 Technical testing is limited by the scope, time, techniques and access permitted. We do not warrant that all vulnerabilities, weaknesses or threats will be identified, or that remediation will prevent future incidents.

8.6 Where the Services include an audit or compliance review, the Client is responsible for ensuring that the evidence and samples it provides are genuine and representative. Our conclusions are limited to the evidence examined.

9. IMPLEMENTATION SERVICES AND CLIENT SYSTEMS

9.1 Where the Services include implementation support, such as configuring tools, deploying policies and processes, or setting up registers, the Client remains responsible for its systems, data, configurations, change management, user access, backups and business continuity, and for approving any change before it is made in a live environment.

9.2 Where the Client gives our Personnel access to its systems, it must issue individual accounts with the minimum privileges needed, revoke access when no longer required, and remain responsible for the security of its own environment. We will use access only to perform the Services and will follow the Client's reasonable security policies notified to us in writing in advance.

9.3 Where we recommend, configure or implement third-party software, cloud services or tools, the Client's use of them is governed by the third party's terms. Subject to our duty of reasonable skill and care in selecting and configuring them, we are not responsible for the performance, availability, security, licensing or support of third-party products, and the Client is responsible for all related licence fees.

10. PERSONNEL AND SUBCONTRACTORS

10.1 We will allocate suitably qualified Personnel to the engagement. We may replace Personnel at any time, provided that the replacement has comparable skills and experience. Names of Personnel in a proposal or Engagement Letter are given for information and are not a condition of the Contract.

10.2 Subject to Section 17, we may use subcontractors, including specialist consultants, translators and technical testers, and Personnel located outside the United Arab Emirates, to perform any part of the Services. We remain responsible for the work of our subcontractors under the Contract, subject to Section 19, and will bind them to confidentiality obligations no less protective than Section 16 and, where they handle Client Personal Data, to the obligations in Section 17.

10.3 Our Personnel will comply with the Client's reasonable site, health, safety and security rules notified to us in writing in advance.

10.4 The Client agrees that its contract is with DataConsulting alone. To the extent permitted by law, the Client will not bring any claim in connection with the Services personally against any of our Personnel, who may rely on this Section 10.4.

11. CHANGE REQUESTS

11.1 Either party may request a change to the Services, Deliverables, timetable or assumptions. No change is binding unless agreed in writing by both parties, including by email exchange between the parties' authorised contacts.

11.2 We will notify the Client of necessary additional work and its effect on Fees and timing. Scope increases require written agreement under Section 11.1. Charges caused by a failure under Section 6.7 remain payable under that Section. Pending agreement, we may pause the affected work and adjust the timetable.

12. FEES, EXPENSES AND TAXES

12.1 The Client must pay the Fees set out in the Engagement Letter. Where the Engagement Letter does not specify the Fees for any work, or for work outside the agreed scope, the Fees will be calculated on a time basis at the rates disclosed and agreed in writing before that work begins.

12.2 Any estimate of Fees based on time is an estimate only and is not a fixed price. We will tell the Client if we expect an estimate to be exceeded materially.

12.3 A fixed fee covers only the Services and Deliverables described in the Engagement Letter, based on the assumptions stated in it and on the Client meeting its obligations under Section 6. Additional work is charged under Section 12.1.

12.4 Unless the Engagement Letter states otherwise, the Client must reimburse reasonable expenses that we incur in performing the Services, including travel, accommodation, translation, courier, third-party software licences and certification or registration fees, at cost. We will obtain the Client's prior approval for any single expense exceeding the amount stated in the Engagement Letter or, where none is stated, AED 1,000.

12.5 Except for taxes on our own income or profits, all Fees and expenses are stated exclusive of value added tax and any other applicable taxes, duties or levies, which the Client must pay in addition at the applicable rate. If the Client is required by law to withhold or deduct any tax from a payment, it must increase the payment so that we receive the full amount we would have received without the withholding or deduction.

13. INVOICING, PAYMENT AND LATE PAYMENT

13.1 We will invoice in accordance with the payment schedule in the Engagement Letter. Where none is stated, we may invoice 50 percent of any fixed fee on formation of the Contract and the balance on delivery of the final Deliverable, and time-based Fees and expenses monthly in arrears.

13.2 Any advance payment is applied against Fees for work performed. Advance payments are not refundable except to the extent they exceed the Fees and expenses due on termination under Section 22.

13.3 Each invoice is payable in full, in the currency stated on it, in cleared funds to the account we specify, within 14 days of the invoice date, without set-off, counterclaim, deduction or withholding except as required by law. This is subject to Section 13.4.

13.4 If the Client disputes any part of an invoice in good faith, it must notify us in writing with reasons within seven days of the invoice date and pay the undisputed portion by the due date. An invoice not disputed within that period is deemed accepted.

13.5 If the Client fails to pay any amount by its due date, we may, without affecting our other rights:

charge late payment interest on the overdue amount from the due date until payment at the rate of nine percent per annum, calculated daily as simple interest, or the maximum rate permitted by applicable law if lower;

suspend performance of the Services and withhold Deliverables, on giving seven days' written notice, until all overdue amounts are paid, with the timetable extended accordingly; and

recover from the Client all reasonable costs of collection, including legal fees and court fees, to the extent permitted by law.

13.6 The licence in Section 15.3 applies to a Deliverable only when all Fees and expenses relating to it have been paid in full.

14. DELIVERABLES, REVIEW AND ACCEPTANCE

14.1 Draft Deliverables, oral comments and work in progress are preliminary and may change. The Client must not rely on them. Only final Deliverables represent our concluded work.

14.2 The Client must review each Deliverable submitted as final within ten Business Days of delivery (the "Review Period") and either accept it or notify us in writing of any material respect in which it does not conform to the Engagement Letter, giving reasonable detail.

14.3 A Deliverable is deemed accepted on the earliest of the Client accepting it in writing, the end of the Review Period without a valid notice of non-conformity, and the Client using the Deliverable in its business, including publishing, distributing or presenting it. Acceptance does not authorise prohibited use or disclosure.

14.4 Differences of opinion, style or preference, and changes arising from new Client Information or instructions, are not non-conformities and are handled under Section 11.

15. INTELLECTUAL PROPERTY

15.1 We own, or are licensed to use, all intellectual property rights in the Consultant Materials and in our working papers. Nothing in the Contract transfers ownership of any of them to the Client.

15.2 As between the parties, and subject to rights in third-party materials disclosed to the Client, we own all intellectual property rights in the Deliverables, including all methodologies, structures, frameworks and know-how reflected in them, other than Client Information incorporated in them.

15.3 Only after full payment under Section 13.6, we grant the Client a non-exclusive, non-transferable, non-sublicensable licence to use, copy and adapt the Deliverables and incorporated Consultant Materials solely for its own internal business purposes.

15.4 The Client must not sell or resell any Deliverable or Consultant Material, in whole or in part, whether in its original or adapted form. It must not license, sublicense, publish, distribute or transfer them, include them in a commercial product or service, or use them for another person's benefit without our prior written consent. Disclosure permitted under Sections 16.2 and 16.4 is allowed and does not transfer ownership or grant any use rights.

15.5 The Client retains all rights in the Client Information. The Client grants us a non-exclusive, royalty-free licence to use the Client Information for the purpose of performing the Services.

15.6 We may use the general knowledge, skills, experience, ideas, concepts and techniques that we acquire in performing the Services, provided that we do not disclose the Client's Confidential Information or Client Personal Data.

16. CONFIDENTIALITY

16.1 "Confidential Information" means all information disclosed by or for one party (the "Discloser") to the other party (the "Recipient") in connection with the Contract that is marked as confidential or that a reasonable person would understand to be confidential, including Client Information, the terms of the Engagement Letter, our Fees, and the Consultant Materials.

16.2 The Recipient must keep the Discloser's Confidential Information confidential, use it only to perform or receive the Services or to exercise its rights under the Contract, and disclose it only to its and its Affiliates' directors, employees, Personnel, subcontractors, insurers and professional advisers who need to know it and are bound by confidentiality obligations no less protective than this Section 16.

16.3 This Section 16 does not apply to information that is or becomes public other than through breach of the Contract, was lawfully in the Recipient's possession before disclosure, is lawfully received from a third party without restriction, or is independently developed without use of the Discloser's Confidential Information.

16.4 The Recipient may disclose Confidential Information to the extent required by law, court order or a competent regulator, provided that, where lawful, it gives the Discloser prompt notice and discloses only what is required.

16.5 The obligations in this Section 16 continue for five years after the end of the Contract and, for trade secrets, for as long as they remain confidential, and for personal data, for as long as it is retained.

17. DATA PROTECTION

17.1 To the extent that we process Client Personal Data in performing the Services, the Client is the controller and we are the processor. Each party will comply with the Data Protection Laws that apply to it. Where we act as processor, a separate DPA or processing schedule must specify the processing scope, subject, purpose, nature, duration, data types and data subject categories. Its data protection terms prevail over conflicting provisions of these Terms.

17.2 The Client warrants that it has a lawful basis for the processing of Client Personal Data that it instructs us to carry out, that it has provided all required notices to and obtained all required consents from data subjects, and that its instructions comply with Data Protection Laws. The Client must share with us only the Client Personal Data necessary for the Services.

17.3 Our obligations. We will:

process Client Personal Data only on the Client's documented instructions, which are the Contract and any further written instructions consistent with it, unless the law requires otherwise;

ensure that Personnel authorised to process Client Personal Data are bound by confidentiality obligations;

implement appropriate technical and organisational measures to protect Client Personal Data against unauthorised or unlawful processing and accidental loss, destruction or damage;

notify the Client without undue delay after becoming aware of a personal data breach affecting Client Personal Data, and provide the information reasonably available to us that the Client needs to meet its notification obligations;

provide reasonable assistance to the Client with data subject requests and regulator enquiries relating to the Services;

at the end of the Services, return or delete Client Personal Data at the Client's choice, unless the law requires us to retain it.

17.4 Sub-processors. The Client gives general authorisation for us to engage sub-processors to process Client Personal Data. We will impose equivalent data protection obligations and remain responsible for their performance.

17.5 The Client authorises us to transfer Client Personal Data outside the United Arab Emirates, including through remote access by Personnel and sub-processors, provided that the transfer complies with Data Protection Laws.

17.6 We process personal data of the Client's representatives as a controller for managing the relationship, invoicing and compliance, as described in our Privacy Policy available at https://www.dataconsulting.ae.

18. WARRANTIES AND DISCLAIMERS

18.1 Each party warrants that it is duly established, holds the licences and authorisations needed to enter into and perform the Contract, and that the person accepting the Engagement Letter is authorised to bind it.

18.2 The Client warrants that the Client Information is accurate and complete, that it has the rights needed to provide it to us, and that our use of it in accordance with the Contract will not infringe the rights of any third party or breach any law.

18.3 The warranties expressly set out in the Contract are the only warranties we give. To the maximum extent permitted by law, all other warranties, conditions and representations, whether express or implied by statute, custom or otherwise, including as to fitness for a particular purpose, are excluded.

18.4 The Client must notify us promptly of any material failure to meet Section 4.2 and allow us a reasonable opportunity to correct it. At our option, we will re-perform the affected Services or refund the Fees paid for the defective portion.

19. LIMITATION OF LIABILITY

19.1 Nothing in the Contract excludes or limits liability for fraud, gross fault, or any liability that cannot lawfully be excluded or limited, including liability arising from a harmful act where mandatory law prohibits it.

19.2 Subject to Section 19.1, we are not liable, whether in contract, tort, under statute or otherwise, for any:

loss of profit, revenue, business, contracts, anticipated savings or goodwill;

loss of, damage to or corruption of data or software, or the cost of restoring it;

business interruption or wasted management time;

fines, penalties, sanctions, regulatory costs or compensation payable by the Client to third parties or data subjects, to the maximum extent permitted by law;

loss arising from unauthorised external use, disclosure, resale, modification or third-party reliance, or from the Client's management decisions or failure to implement recommendations correctly;

indirect, special or consequential loss,

in each case whether or not foreseeable and even if we were advised of its possibility.

19.3 Subject to Section 19.1, Our total liability, together with that of our Affiliates and Personnel, for each Contract is limited to the lower of:

(a) 25% of the Fees actually paid for the Services giving rise to the claim during the 12 months before the first event giving rise to liability; or

(b) AED 50,000.

Fees exclude taxes, expenses and third-party charges.

This single limit applies to all claims, claimants and related events combined, regardless of their legal basis. It includes claims relating to confidentiality, data protection, security, intellectual

property, indemnities and refunds. The limit does not restart for each claim, Deliverable or year. Insurance cover does not increase it. The limit does not apply to repayment of unearned advance payments under Section 22.6.

19.4 Subject to Section 19.1, we are liable only for proven direct loss to the extent caused by our breach and fairly attributable to us. We are not liable for any portion caused or contributed to by the Client or another person, even if that person is insolvent, immune, cannot be sued or has limited or excluded its liability.

19.5 The Client must notify us promptly in writing of any claim, with reasonable details. Statutory limitation periods and mandatory rights remain unaffected.

19.6 The Client must take all reasonable steps to mitigate any loss for which it seeks to hold us liable.

20. INDEMNITY

20.1 The Client will indemnify us, our Affiliates and our Personnel against all losses, liabilities, damages, costs and expenses, including reasonable legal fees, arising out of any claim by a third party, including a regulator or data subject, to the extent arising from:

any breach by the Client of Section 6.6, Section 8.2, Section 15.4, Section 17.2 or Section 18.2;

any use of a Deliverable by the Client in breach of Section 5.6, or any reliance on a Deliverable by a third party to whom the Client disclosed it.

20.2 We will notify the Client promptly of any claim covered by Section 20.1, allow the Client reasonable control of its defence at the Client's cost, and provide reasonable cooperation at the Client's cost. We will not settle a covered claim without the Client's consent, which must not be unreasonably withheld.

21. NON-SOLICITATION AND INDEPENDENCE

21.1 During each Contract and for 12 months after it ends, the Client must not, directly or indirectly, solicit, engage or employ any of our Personnel who was involved in the Services, whether as an employee, consultant or through another entity, without our prior written consent. General advertisements not targeted at our Personnel are not a breach.

21.2 If the Client breaches Section 21.1, it must pay us a fee equal to 30 percent of the annual remuneration offered to the individual, which the parties agree is agreed compensation for recruitment, replacement and disruption losses, subject to any mandatory judicial adjustment. It is credited against any damages awarded for the same loss; no double recovery is permitted.

21.3 Nothing in the Contract prevents us from providing services to other clients, including competitors of the Client, provided that we comply with Section 16.

21.4 We act as an independent contractor. Nothing in the Contract creates a partnership, joint venture, agency or employment relationship, and neither party may bind the other.

22. TERM, SUSPENSION AND TERMINATION

22.1 Each Contract starts on its formation under Section 3.2 and continues until the Services are completed, unless terminated earlier under this Section 22.

22.2 Termination for convenience. Either party may terminate a Contract at any time by giving the other at least 30 days' written notice.

22.3 Termination for cause. Either party may terminate a Contract immediately by written notice if the other party commits a material breach that is not capable of remedy or, if capable of remedy, is not remedied within 15 Business Days of written notice requiring remedy, or if the other party becomes insolvent, enters into liquidation or bankruptcy proceedings, makes an arrangement with its creditors or ceases to carry on business.

22.4 We may suspend the Services or terminate a Contract immediately by written notice if:

the Client fails to pay any amount within 15 days of its due date;

the Client persistently fails to comply with Section 6;

the Client asks us to act in a way that we reasonably believe would be unlawful, unethical or contrary to professional standards;

a conflict of interest arises that we cannot manage; or

the Client, or any of its owners or managers, becomes subject to sanctions, or we reasonably suspect that the Services are being used for an unlawful purpose.

22.5 On termination of a Contract for any reason, the Client must pay, within 14 days of our final invoice:

all Fees for Services actually performed up to termination; for fixed fees, the reasonable proportion attributable to completed work under the agreed milestones, with credit for all payments already received;

all expenses incurred and any non-cancellable commitments made for the engagement before the termination date; and

if the Client terminates under Section 22.2, or we terminate due to the Client’s breach under Sections 22.3 or 22.4, the Client must pay a cancellation charge equal to 10% of the Fees for the remaining unperformed Services. This compensates us for reserved capacity and disruption, excludes amounts already charged, and is subject to any mandatory judicial adjustment.

22.6 No cancellation charge applies if we terminate for convenience or because of a conflict not caused by the Client. We will refund any prepayment exceeding the total amount due within 30 days of the final account.

22.7 Termination does not affect rights and liabilities accrued before termination. Sections 2, 5, 7, 8.4, 10.4, 12, 13, 15, 16, 17, 18.3, 19, 20, 21, 22.5, 22.6, 24 and 25, and any other provision intended to survive, survive termination.

23. FORCE MAJEURE

23.1 Neither party is liable for any failure or delay in performing its obligations, other than payment obligations, to the extent caused by events beyond its reasonable control, including natural disasters, epidemics, war, terrorism, civil unrest, government action, sanctions, failure of public utilities or telecommunications networks, cyberattacks on third-party infrastructure, and failures of third-party cloud services (a "Force Majeure Event").

23.2 The affected party must notify the other promptly and use reasonable efforts to mitigate the effect of the Force Majeure Event. The timetable will be extended for the period of the delay.

23.3 If a Force Majeure Event prevents performance for more than 30 consecutive days, either party may terminate the affected Contract by written notice, and Section 22.5 will apply, excluding the cancellation charge.

24. GOVERNING LAW AND DISPUTE RESOLUTION

24.1 The Contract, and any dispute or claim arising out of or in connection with it, including non-contractual disputes, is governed by the federal laws of the United Arab Emirates and the laws of the Emirate of Ras Al Khaimah, as applicable.

24.2 The parties will first try to resolve any dispute by good-faith negotiation between senior representatives. Either party may start negotiations by written notice describing the dispute. If the dispute is not resolved within 30 days of that notice, either party may start proceedings under Section 24.3.

24.3 The courts of the Emirate of Ras Al Khaimah have exclusive jurisdiction to settle any dispute arising out of or in connection with the Contract, and the Client irrevocably submits to their jurisdiction.

24.4 Despite Sections 24.2 and 24.3, we may bring proceedings to recover unpaid Fees and expenses, or to seek urgent interim relief to protect our intellectual property or Confidential Information, in any court of competent jurisdiction, without first following Section 24.2.

24.5 Unless the Contract has been terminated, each party must continue to perform its obligations during a dispute, subject to our rights under Sections 13.5 and 22.4.

25. GENERAL PROVISIONS

25.1 Notices under the Contract must be in writing and sent by email to the address stated in the Engagement Letter or, for notices to us, to rm@dataconsulting.ae.

25.2 An Engagement Letter and any amendment may be signed or accepted electronically, including by electronic signature, scanned signature or email confirmation, and in counterparts, each of which is an original.

25.3 The Contract constitutes the entire agreement between the parties about its subject matter and supersedes all prior proposals, discussions and understandings. Each party acknowledges that it has not relied on any statement or representation not set out in the Contract. Nothing in this Section 25.3 limits liability for fraud.

25.4 We may update these Terms from time to time. Updated Terms apply only to Engagement Letters formed after the update. No amendment to a Contract is effective unless agreed in writing by both parties.

25.5 The Client may not assign, transfer or subcontract any of its rights or obligations under the Contract without our prior written consent. We may assign the Contract to an Affiliate or to a successor of our business on written notice to the Client.

25.6 We may identify the Client by name and logo as a client in our marketing materials and proposals, without disclosing Confidential Information or Client Personal Data, only with the Client's prior written consent.

25.7 If any provision of the Contract is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions will continue in full force.

25.8 A failure or delay in exercising any right is not a waiver of it. A waiver is effective only if given in writing.

25.9 Except for our Affiliates and Personnel under Sections 10.4, 19 and 20.1, no person other than the parties has any right to enforce any term of the Contract.

25.10 The Contract is made in English. If it is translated into another language, including Arabic for the purpose of any proceedings, the English version prevails to the extent permitted by law.

25.11 Contact. Questions about these Terms may be sent to IGR FZ-LLC, trading as DataConsulting, at rm@dataconsulting.ae.