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CLIENT PROPOSAL

Attention Mohib Khurram

06.08.2024

DR Partners LLC FZ

Prepared by: Devika Raveendran

KYS

Documents Requirements - Individual

-Passport copy with UAE residence visa page (if any)
All passports, if dual citizen holders

-Emirates ID (front & back, if any)

-Contact detail (email & telephone number)

-Up to date detailed CV or Linkedin profile with personal bio to understand the source of wealth

Supporting documents for source of Wealth

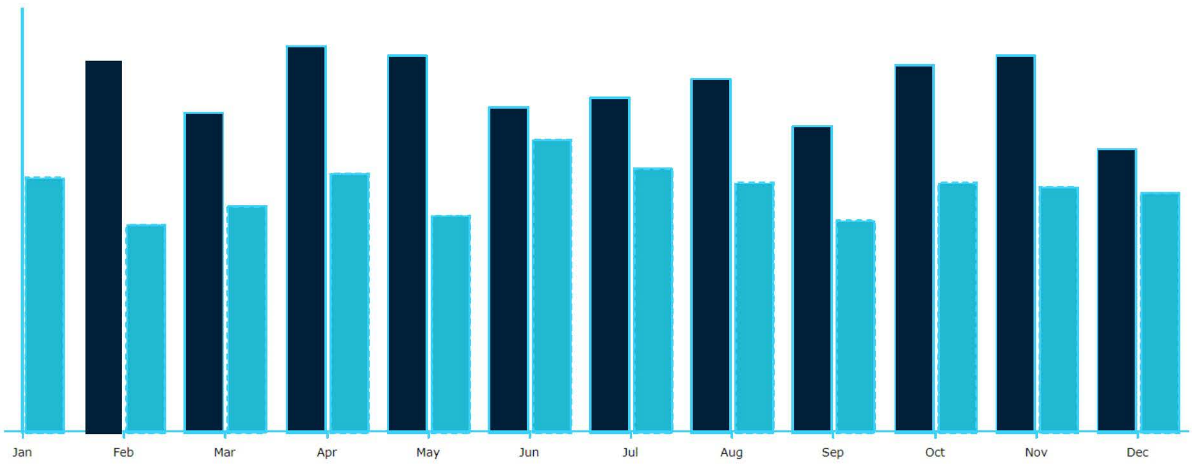
If in personal capacity
(e.g., latest 3 months personal bank statement, financial portfolio, latest 3 months' pay slip, etc.).

If the transactions on the personal bank account are not substantial, documents of the Founder's business where from the income is generated (e.g., Recent (less than 3 months old) Certificate of Incumbency, latest 3 months' corporate bank statements, or 2 years Audit Report (previous years)).

Note: The list of required documents is for illustrative purpose.
Upon confirmation to proceed, a comprehensive list of documents that M/HQ and the Authority will require will be shared.

Client Background

Brief Client background outline. [Insert text – brief synopsis about client and their background].



Potential costs and timelines and our preliminary recommendations.
Organizational Chart:

[Should have several organizational charts ready to copy paste and include in the proposal – could keep a set of the org charts on file/ can only do this once the theme and vision of the proposal is outlined to ensure theme continuity] – not required every time – only for clients for whom we are building corporate structures.

[extra text]

Fee Structure

Services
The Client has agreed to purchase, and DRP has agreed to provide the following services for the noted fees ("Service(s)") etc.

[Extra text]

Outline it in a table format with the services acquired, services broken down, the different phases that the works are to be rolled out and the disclaimers for VAT being excluded etc.

[Extra text]

Payment Terms

i. In consideration of the Services provided by DRP, the client shall provide the total compensation noted in the Services table above, exclusive of any government, regulatory, or third-party fees and charges incurred during performance of the Services ("Fees").

ii. Payment shall be made in full upfront and within five (5) working days from the Effective Date.

iii. Any Service purchased shall be deemed completed upon acceptance. Where DRP receives no response or feedback from the client within ten (10) days from the date of submitting a Service, DRP shall deem that Service accepted and completed.

iv. All payments invoiced shall be paid within seven (7) days from the date of receiving the invoice. At all times DRP shall remain flexible with payment and may offer different payment option(s) on a exceptional and case-by-case basis at DRP's sole discretion.

v. The clients must pay fees either in cash, cheque, or through a bank transfer made to DRP representative signatory using the bank details provided on the invoice.
Acceptance of the Proposal

Please indicate your acceptance to this Proposal and its terms by signing and stamping this copy below, initialing each page (where required) and returning the same to DRP.

PARTIES TO THE PROPOSAL

CLIENT DRP

Name:__________ _____________ Name:__________ _____________

Title: _________________ Title: _________________

Contact No.:________________ Contact No.:________________

Email:_______________________ Email:_______________________

Signed on behalf of Client:

Signed on behalf of DRP:

___________________________________ ___________________________________

[Insert Signatory Name] [Insert Signatory Name]

Effective Date:____________ Effective Date:____________

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Process Timeline

1	Customer onboarding	2 - 3 days
2	Preparation of pre-incorporation documents	1 week
3	Approvals from authorities and to issue documents	Free text
4	Mandatory filings - Corporate Tax Registration (within 3 months of incorporation)	1 - 2 days
5	Optional services - Bank account opening	2 - 3 months
6	Optional filing - VAT Registration	20 - 40 days (based on sales)

Terms and Conditions

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4. LIMITATION OF LIABILITY
Notwithstanding anything in this Proposal to the contrary, the liability of both Parties shall be limited for any claims of: (i) any punitive or exemplary damages, or (ii) any special, consequential, incidental or indirect damages, including lost profits, lost data, lost revenues and loss of business opportunity, whether or not the other Party was aware or should have been aware of the possibility of these damages, incurring from or accruing to any work performed by DRP under this Proposal. Any such liability shall not exceed the value of the work for which the Party is being held liable, with such value to be mutually agreed by both Parties in writing.

5. MISCELLANEOUS
5.1 This Proposal shall be valid from the Effective Date until a period of one (1) year thereafter, automatically renewable for a further period of one year, subject to a one (1) month written notice submitted by either Party informing the other of their intention to not renew.

5.2 In the event the Client requests any advice or assistance which falls outside the scope of the Services noted in the abovementioned table ("Additional Service(s)"), the provision of any Additional Service(s) shall be subject to the written approval of a fee proposal and/or confirmation of the scope of the Additional Service with respect to the specific advice and assistance required (each a "Confirmation Email"). Upon confirmation, performance of Additional Services shall be covered under the terms set out hereunder, unless mutually agreed otherwise between both Parties in writing.

5.3 Each Additional Service purchased may either be charged at a rate as agreed in the Confirmation Email, and payable upon completion or as otherwise indicated in the Confirmation Email.

5.4 At all times DRP shall be an independent contractor engaged by the Client to make the scope of Services available for the purposes of this Proposal. Neither the Client nor DRP shall be deemed as an employee, agent, partner, or affiliate of the other.

5.5 Neither DRP nor the Client shall directly or indirectly recruit, solicit, discuss employment with, hire, employ or engage any personnel, whether past, current or future, providing or supervising the scope of Services to, or engaged with, either Party in any way during the term of this Proposal and for a period of twelve (12) months thereafter. The Parties reserve the right to waive this clause for their own personnel through written consent.

5.6 DRP shall not be held liable for any delays or failure to provide the Services due to reasons beyond their control which may include, but are not limited to: earthquakes, floods, explosions (any of which can be termed as an 'Act of God'), war, acts of terrorism, military revolution, civil commotion, epidemic, malicious damage, accident or breakdown of equipment, tools, assets, or machinery not caused by the negligence of the affected Party, software errors and glitches, compliance with the law or governmental order, rule, regulation or direction.

5.7 Each Party agrees that, at all times following the Effective Date, it shall use its best efforts to ensure that neither engages in any vilification of the other, and shall refrain from making any false, negative, critical or disparaging statements, whether expressed or implied. Each Party further agrees to do nothing that would damage the other Party's business or personal reputation (as applicable) or goodwill; provided, however, that nothing in this Clause shall prohibit either Party's disclosure of information which is required to be disclosed in compliance with applicable laws or regulations or by order of a court or other regulatory body of competent jurisdiction.

5.8 The Parties' obligations under Clauses 1, 2, 3, 4, 5.5 and 5.7 shall survive termination of this Proposal for a period of one (1) year.

5.9 Both Parties warrant the following:
i. They have taken all necessary actions and have all requisite power and authority to execute and perform this Proposal in accordance with these Terms;
ii. They acknowledge and confirm that they have entered into this Proposal free of any inducement, statement or representation whether express or implied, in writing or orally; and
iii. Except for the representations and warranties expressly made in this Proposal, no Party or representative of any Party makes any other representation; statement or warranty towards itself or it's business or otherwise in connection to this Proposal.

Terms and Conditions

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SCHEDULE 1
TERMS AND CONDITIONS
The Client, in addition to the terms noted above, shall be bound by the following Terms and Conditions ("Terms"), valid for the duration of this Proposal. These Terms, together with the Proposal, shall form the entire understanding with respect to the subject matter thereof between DRP and the Client and therefore must be read together with the provisions above. DRP does not accept responsibility for the Client's failure to read these Terms. Any reference to the term "Proposal" shall include a reference to these Terms, unless expressly provided otherwise. Hereinafter, the Client and DRP shall each be referred to as a "Party" and collectively the "Parties".

1. CONFIDENTIALITY
1.1 For the purpose of this Proposal, the "Disclosing Party" refers to the Party disclosing Confidential Information and the "Receiving Party" refers to the Party receiving Confidential Information. Unless otherwise provided hereunder, "Confidential Information" includes (without limitation) the following: (i) any information relating to Disclosing Party's business, including but not limited to, research, developments, products, services, processes, techniques, technology, software, know-how, source code, designs, illustrations, ideas, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, marketing, finances or otherwise, disclosed by the Disclosing Party either directly or indirectly in writing, orally or visually; (ii) any information relating to the Disclosing Party and/or its clients, prospects, contacts, investment mandate(s), affiliates, and introductions or any third-party, directly or indirectly; (iii) any information seen, received, read, heard or otherwise by the Receiving Party or by any third-party within the Disclosing Party's premises, any work-related gathering or within the vicinity; and (iv) copies, analyses, compilations, studies and other documents which contain or otherwise reflect or are generated from any such information.

1.2 Unless otherwise agreed to in advance and in writing by the Disclosing Party, the Receiving Party will not use the Confidential Information for any purpose whatsoever other than to perform the scope of Services as detailed under this Proposal and/or for the best interest of the Disclosing Party. Neither Party shall distribute, make copies of, disclose to any third party, or otherwise misuse the Confidential Information in any way, unless otherwise expressly approved by the Disclosing Party in writing.

1.3 Subject to the terms of this Proposal, the Receiving Party may disclose the other Party's Confidential Information to its personnel or professional advisors on a need-to-know basis only and, in that case, ensure that any personnel or professional advisor to whom such information is disclosed, is bound by the same or similar degree of a duty of confidentiality as provided hereunder.

1.4 Upon termination or expiration of this Proposal for any reason, any Party may demand from other Parties the return of any documents containing Confidential Information in relation to the relevant Party by a written notice whereupon, the requested Party shall return such documents and destroy any copies of such documents and any other documents or other record reproducing, containing, or made from, or with reference to, the Confidential Information, save for any submission to or filings with governmental or administrative body of competent jurisdiction.

2. INTELLECTUAL PROPERTY
2.1 For the purpose of this Proposal, "Intellectual Property" shall mean: (i) trademarks, trade-names, trade secrets, trademark applications and registrations, service marks, know-how, domain names, logos and designs; copyrights, copyright applications and registrations, patents and patent applications; (ii) computer systems and applications software, including all documentation relating thereto and the latest revision of all related object and source codes thereof; and (iii) designs, illustrations, and graphics, whether registered or unregistered as intellectual property of DRP.

2.2 All Intellectual Property, deliverables, products and materials provided as a part of the Services rendered hereunder ("Work") are works made for hire. The Client acknowledges and agrees that the Intellectual Property and Work (and all rights therein, including, without limitation, copyrights) shall be the sole and exclusive property of DRP.

2.3 DRP may use, distribute or mention the Client's brand name, logo, and trademark for marketing purposes, as required and necessary by DRP.

2.4 DRP shall own all the rights, title(s) and interest(s) in the Scope of Work, Intellectual Property and Work, including any amendments, improvements and modifications thereof, unless mutually agreed by both Parties in writing or expressly stated under the Terms of this Proposal.

3. GOVERNING LAW AND JURISDICTION
3.1 This Proposal shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre ("DIFC") and all parties agree to submit any dispute or disputes arising hereunder to the exclusive jurisdiction of the DIFC Courts.

3.2 The Parties hereby agree to submit to the exclusive jurisdiction of the DIFC with regard to, any claims, disputes or matters arising under this Proposal, including but not limited to, its formation and validity.

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Company Profile

DR Partners is a boutique advisory firm founded by industry experts committed to handhold Private Clients, Family Offices, Financial Institutions, Corporates & Startups, and be an integrated services provider for their personal & business wealth, corporate and business requirements. Our advisory and strategic solutions are orchestrated by the Founders who have an aggregate experience of over four decades across geographies and business segments. Headquartered in Dubai, we have a presence in Abu Dhabi & Delhi and service clients in UAE and MENA.

Our Services

Private Client I Family Business Advisory & Governance I Corporate & Commercial I Global Mobility Solutions I Corporate Structuring I Corporate Secretarial Services I Equity Financing I Real Estate I Strategic Advisory I Project Management.

Private Client Offerings

Personal & Business Wealth Structuring I Strategic Guidance on Offshore and Onshore Jurisdictions I Multi-jurisdictional, Multi- generational succession planning- Trusts/ Foundations I Acquisition & Sale of Assets I Facilitating Golden Visas and Citizenship.

Corporate Client Offerings

Market entry strategies & strategic advisory to startups & corporates I Assistance with establishment of entities, licensing, renewals, ongoing corporate secretarial & administration services within and outside UAE I Multi Family office set up I Legal and regulatory guidance I Project Management services.

About Us

Devika Raveendran LLM TEP/ Co-Founder & CEO

Devika Raveendran is the visionary Founder and CEO behind DR Partners, is renowned for crafting personalized solutions in offshore and onshore structuring, private wealth management, real estate, governance, startup advisory, and equity financing. Facilitating capital raise activities and presents lucrative opportunities and deals to her discerning clients.

Dr Bhaskar Dasgupta MBA PhD/ Advisor & Board Member

Dr. Bhaskar Dasgupta is a Senior Board Member & Business Executive with proven regulatory engagement, strategic business development, business transformation experience deploying advanced analytical and pragmatic delivery skills in various regulated and unregulated sectors - banking, markets, crypto, asset management, technology.

About Us

Dasuni Weerasinghe LLB LLM/ Corporate Services Administrator
[Insert Excerpt]

Aqib Khan LLB/ Corporate Services Administrator
[Insert Excerpt]

Komal Puri [Insert designation]
[Insert Excerpt]