PART A | ENGAGEMENT FRAMEWORK AND CLIENT RELATIONSHIP

1. Purpose, application and contract documents

These Terms of Engagement (“**Terms**”) govern the legal services that Faisal Al Rashdi Advocates & Legal Consultants (“**FALC**”) agrees to provide to a client (“**Client**”) identified in an engagement letter (“**Engagement Letter**”). They apply together with the Engagement Letter and any schedules or written variations expressly incorporated into it.

The Engagement Letter and these Terms together constitute the contract for the Matter. If there is an inconsistency, the Engagement Letter prevails to the extent of that inconsistency. Neither document overrides any mandatory law, professional duty, court direction or regulatory requirement applicable to FALC or its lawyers.

Before work commences, the written engagement arrangements must identify the parties and their authorised representatives, the subject matter and substantive and temporal scope of the work, and the fee basis. FALC may request additional information or documentation where required for professional, regulatory, conflict, AML/CFT, sanctions or administrative purposes.

These Terms apply only to a Matter that FALC has accepted. They do not automatically apply to a new or additional matter merely because FALC has acted for the Client previously. A new matter may be accepted by a new Engagement Letter or by another written confirmation that identifies the scope and fee arrangements and incorporates these Terms.

A version of these Terms displayed on FALC's website does not retrospectively alter an existing engagement merely because it has been updated. Any material change to the terms of an existing engagement will be communicated and will apply only to the extent agreed or otherwise permitted by applicable law.

2. Who is our Client

The Client is the person or entity expressly identified as the client in the Engagement Letter. Unless FALC agrees otherwise in writing, a Client that is a company, fund, partnership, trust, governmental body or other organisation does not include its shareholders, unitholders, partners, beneficiaries, directors, officers, employees, parent, subsidiaries, affiliates, lenders, sponsors or other interested persons.

A person who introduces the Client, pays FALC's fees, provides information or participates in the Matter does not become a Client merely by doing so. Any third-party payer is subject to FALC's client acceptance and financial crime controls and has no right to direct the legal work or receive confidential information unless the Client authorises this and FALC is permitted to comply.

Where FALC acts for more than one Client on the same Matter, the Engagement Letter should identify each joint Client and any agreed allocation of responsibility for fees. Unless otherwise agreed and professionally permissible, information material to the joint Matter may be shared among the joint Clients, and FALC cannot accept an instruction from one joint Client to withhold such information from another joint Client.

The Client must identify, as early as practicable, all persons and entities whose involvement is material to the Matter, including relevant group companies, beneficial owners, counterparties, adverse parties, funders, directors, key witnesses and professional advisers, so that FALC can conduct appropriate conflict and acceptance checks.

3. Scope, duration and staffing

FALC's duties are limited to the work expressly described in the Engagement Letter and any agreed written variation. Matters not within that scope, including related transactions, disputes, regulatory filings, appeals, tax work, foreign-law advice or implementation steps, are excluded unless expressly included.

The Engagement Letter will identify the expected duration, timetable, completion point or other temporal scope where reasonably capable of being specified. Any timetable is subject to Client instructions, counterparty conduct, court or regulator timetables, third-party input and other matters outside FALC's reasonable control.

Each Matter will have a lead lawyer with day-to-day responsibility for its conduct (the “**Responsible Lawyer**”). FALC may allocate work among advocates, legal consultants, associates, trainees, paralegals and business-services personnel according to competence, availability, efficiency and the needs of the Matter, with appropriate supervision and review.

The Client may request particular lawyers to work on a Matter. FALC will take reasonable account of that request but may change staffing where necessary because of availability, workload, professional obligations, conflicts, leave or other operational reasons. FALC will seek to preserve continuity where reasonably practicable.

4. Instructions, authority and powers of attorney

FALC may rely on instructions from the persons identified in the Engagement Letter or otherwise notified to FALC as authorised Client representatives. The Client must notify FALC promptly of any change to that authority. FALC may seek written confirmation where an instruction is material, unusual, sensitive, inconsistent with earlier instructions or reasonably appears to require clarification.

Where the Client is an organisation, FALC is entitled to assume that an authorised representative has obtained the Client's internal approvals unless FALC is told otherwise. FALC does not undertake to verify the Client's internal governance or authority for each instruction unless that verification is within the agreed scope or is required by law.

For advocacy work requiring a power of attorney, the Client must provide a valid power of attorney in the form and within the time reasonably required by FALC. The Advocate's authority is limited by applicable law, the power of attorney and the Engagement Letter. A delay or defect in the power of attorney may prevent FALC from taking a procedural step.

FALC may communicate with Client personnel, advisers and other persons whom the Client authorises for the efficient conduct of the Matter. An authority to communicate does not make such person a Client or permit that person to alter the scope of the engagement unless authorised to do so.

5. Standard of service and nature of advice

FALC will provide the agreed services with the independence, professional judgment, diligence and care required by applicable law and professional standards. Legal advice involves judgment and is based on the facts, documents, instructions and law reasonably available at the relevant time.

FALC does not guarantee any outcome, including the result of litigation, arbitration, negotiations, regulatory applications, transactions or enforcement. Courts, regulators, counterparties and other decision-makers may take a different view from FALC.

FALC's advice is limited to the law or laws expressly identified in the Engagement Letter. Where foreign-law advice is required and not within FALC's agreed scope, FALC may recommend or coordinate with appropriately qualified external counsel.

FALC does not provide accounting, audit, valuation, engineering, technical, actuarial, investment or other non-legal advice. Commercial decisions remain the Client's responsibility. Any tax analysis provided by FALC is limited to the legal scope expressly agreed.

Advice is provided for the purpose of the Matter and on the basis of circumstances existing when it is given. Unless the Engagement Letter states otherwise, FALC has no continuing duty after completion to update advice for subsequent legal, regulatory, factual or market developments.

PART B | FEES, BILLING AND PAYMENTS

6. Fees and estimates

The fee basis for the Matter is stated in the Engagement Letter. It may include hourly rates, a fixed fee, a capped fee, a retainer, stage-based fees, a blended arrangement or another lawful basis. Fees are exclusive of VAT and third-party costs unless the Engagement Letter states otherwise.

Where fees are based on time, FALC records time spent on the Matter and applies the rates stated in the Engagement Letter. Unless a fixed or otherwise protected rate has been agreed, FALC may revise its standard rates prospectively by giving reasonable written notice.

A fee estimate is an estimate based on the information, assumptions, scope and timetable known when it is given and is not a fixed fee unless expressly stated to be one. FALC will inform the Client if it becomes apparent that an estimate is likely to be materially exceeded and will discuss the revised position before incurring material additional fees where reasonably practicable.

Work arising from a change in scope, assumptions, transaction structure, timetable, number of counterparties, regulatory requirements, dispute posture or Client instructions may be charged separately. FALC will seek to agree the resulting fee impact in writing where the change is material.

No fee arrangement will require FALC or any lawyer to acquire an interest in disputed rights or otherwise adopt a fee structure prohibited by applicable law.

7. Disbursements, expenses and external costs

In addition to professional fees, the Client is responsible for reasonable disbursements and third-party costs incurred for the Matter, including court, administrative and registry fees, translation, notarisation, expert fees, external counsel, travel, courier and other out-of-pocket expenditure, unless the Engagement Letter states that a particular item is included in the agreed fee.

FALC may require the Client to provide funds in advance before committing to a material disbursement or third-party cost. FALC is not required to finance third-party costs on the Client's behalf.

Where a third-party charges FALC in another currency, the amount invoiced to the Client may include the actual bank or conversion cost incurred. FALC will not add a margin to third-party charges unless this is expressly disclosed and agreed.

Routine and reasonably foreseeable expenses may be incurred without separate approval. FALC will seek Client approval before incurring material or unusual external expenditure where reasonably practicable, unless urgent action is necessary to protect the Client's interests and the expenditure is within the authority already given.

8. Invoices and payment

FALC may issue invoices monthly, at agreed milestones, on completion or at another interval stated in the Engagement Letter. Interim invoices are final invoices for the professional fees and identified disbursements covered by them, subject to correction of manifest error or later third-party charges not yet received.

Unless the Engagement Letter states otherwise, invoices are payable within 30 days of the invoice date. The Client should raise any genuine billing query promptly and must pay any undisputed amount by the due date. If any amount remains unpaid after its due date, FALC may, in its absolute discretion, charge interest on the overdue amount from the due date until payment in full at the maximum rate permitted under applicable Omani law from time to time, or at such lower rate as FALC may determine.

The Client remains responsible for FALC's fees and costs notwithstanding any entitlement the Client may have to recover costs from an insurer, counterparty, litigation opponent, funder or other third party. A third-party payment arrangement does not release the Client unless FALC expressly agrees otherwise in writing.

If an invoice or requested payment on account is materially overdue, FALC may, after reasonable notice, suspend work or terminate the engagement where professionally and legally permitted. FALC will take account of imminent deadlines and any duty to avoid immediate prejudice to the Client.

FALC may apply funds lawfully held for the Client toward an invoice only where authorised by the Client or otherwise permitted by law and the applicable client-money arrangements. Any statutory right to retain papers or documents for unpaid fees is subject to applicable professional duties and law.

9. Payments, client money and payment security

Payments to FALC must be made to the bank account stated in the Engagement Letter or invoice, or to another account formally notified by FALC through an authorised channel. The Client must not rely solely on an unsolicited email purporting to change FALC's bank details.

If the Client receives a request to change bank details, redirect a payment or make an urgent transfer, the Client should verify the request using an independently known FALC telephone number or contact before transferring funds. FALC will apply equivalent verification controls to unusual Client payment instructions.

FALC may receive, hold or transfer Client money only where this is connected with a legitimate legal service and is permitted by applicable law and Firm controls. FALC's client-money arrangements must not be used as a banking facility or as a conduit for funds unrelated to the Matter.

Cash, third-party payments and unusual payment routes are accepted only where permitted by applicable law and FALC policy and after any required verification. FALC may reject or return funds if it cannot satisfy applicable financial crime, sanctions, source-of-funds or client-money requirements.

PART C | PROFESSIONAL OBLIGATIONS AND SERVICE DELIVERY

10. Conflicts of interest

FALC carries out conflict checks before accepting a Matter and continues to consider conflicts throughout the engagement. The Client must provide accurate and sufficiently complete information about relevant parties and notify FALC promptly if a new party or relationship becomes material to the Matter.

FALC will not accept or continue an engagement where applicable law or professional rules prohibit it. Client consent, an information barrier or another risk-management measure will be used only where legally and professionally permissible.

If a conflict or potential conflict arises during a Matter, FALC may pause affected work while the issue is assessed. Depending on the circumstances and applicable professional rules, FALC may be required to cease acting for one or more Clients. FALC will take reasonable steps to protect confidentiality, deadlines and legitimate Client interests during that process.

A conflict involving another member of the Client's corporate group does not automatically create a conflict with the Client unless that group member is also a Client or the circumstances otherwise create a professional conflict. The Engagement Letter may include matter-specific arrangements where appropriate and lawful.

11. Confidentiality and professional secrecy

FALC will preserve the confidentiality and professional secrecy of information obtained, received or created through the engagement, subject to applicable law, professional duties and the exceptions described in these Terms.

FALC may share Client information within the Firm and with authorised external counsel, experts, translators, technology providers, document-processing providers and other service providers to the extent reasonably necessary for the Matter, provided that appropriate confidentiality and security protections apply.

FALC may disclose information where the Client authorises disclosure, where disclosure is required or permitted by applicable law, a court or competent authority, where required for applicable AML/CFT or sanctions obligations, or where otherwise lawfully necessary to protect the Client's interests or FALC's legal rights.

Where legally permissible, FALC will seek to limit a compelled disclosure to what is reasonably necessary and may consult the Client before disclosure. FALC may be prohibited from notifying the Client of certain reports, investigations, freezing measures or disclosures.

The fact that information is publicly available does not necessarily permit FALC to confirm information learned through the professional relationship or identify the Client or Matter publicly. FALC will use Client names, logos, quotations or matter credentials only where lawful and with any required Client consent.

12. AML/CFT, sanctions and client verification

FALC is subject to legal and regulatory requirements concerning client identification, beneficial ownership, anti-money laundering, counter-terrorist financing, targeted financial sanctions and related controls. The Client must provide promptly the information and documents reasonably requested for those purposes and must ensure that they are accurate and kept up to date.

FALC may verify information using official records, electronic verification systems, screening databases or other lawful sources. FALC may also request information concerning ownership and control, source of funds, source of wealth, the purpose of a transaction or the reason for a payment where required or appropriate.

If FALC cannot complete a required verification or is legally prohibited from acting, receiving or transferring funds, or providing a relevant service, FALC may delay, decline, restrict or terminate the affected work. Where the law restricts disclosure, FALC may not be able to explain fully the reason for that action.

The Client must not ask FALC to receive, hold, transfer or apply money that has no genuine connection with the legal services being provided, or to structure a transaction, communication or payment to evade a legal or regulatory requirement.

13. Privacy and personal data

FALC processes personal data for purposes connected with providing legal services, client and matter acceptance, conflict checking, regulatory compliance, billing and collections, information security, complaints and claims, Firm administration and other lawful professional purposes.

FALC's handling of personal data is governed by applicable data-protection law and FALC's Privacy Notice, available at . https://falc.om/privacy-notice/. The Privacy Notice explains the principal categories of data processed, purposes, disclosures, retention arrangements and rights available under applicable law.

The Client must ensure that it is authorised to provide personal data to FALC and, where required, has given appropriate notices to individuals whose data is provided. FALC may use approved service providers and cross-border systems where lawful and subject to appropriate safeguards.

14. Communications, cybersecurity and technology

Unless the Client requests otherwise and FALC agrees, FALC may communicate by email, telephone, video conference, secure data room, messaging or other electronic means reasonably appropriate to the Matter. Electronic communications carry inherent risks, including delay, interception, malware, misdirection and impersonation.

FALC and the Client should use reasonable care when sending confidential or sensitive information. FALC may require encryption, secure portals, password protection or additional verification for particularly sensitive information or payment instructions.

FALC may use approved technology, including AI-assisted tools, for legal research, drafting, translation, document review, knowledge support and administrative tasks where consistent with applicable law, professional duties and Firm policy. Such use remains subject to appropriate human review, confidentiality and data-protection controls, and FALC remains responsible for the legal services it provides.

If the Client requires a specific technology restriction, data-location requirement or prohibition on a particular category of tool, that requirement must be raised promptly and agreed in writing. FALC may decline a restriction that would materially impair service delivery, security or regulatory compliance.

15. External counsel, experts and service providers

Where the Matter requires foreign counsel, local counsel in another jurisdiction, experts, investigators, translators, corporate service providers, process agents or other specialists, FALC may recommend or coordinate with suitable providers. The Engagement Letter or subsequent written instruction should state whether the provider is engaged by the Client directly or by FALC on the Client's behalf.

The Client is responsible for the fees and expenses of external providers unless otherwise agreed. FALC may request funding in advance before instructing a provider.

An independent external professional remains responsible for that professional's own work. FALC does not guarantee an external provider's advice or performance, but remains responsible for FALC's own selection, instruction, coordination and review to the extent required by the agreed scope and applicable law.

16. Reliance, intellectual property and know-how

Advice and work product are prepared for the Client for the purpose of the Matter. No other person may rely on them, and the Client must not provide them to a third party for reliance, unless FALC expressly agrees in writing. A formal legal opinion, reliance letter or report may contain separate reliance terms that prevail.

Subject to payment of applicable fees and any specific terms in the Engagement Letter, the Client may use final work product delivered by FALC for the purpose for which it was prepared. FALC retains ownership of its pre-existing templates, methodologies, know-how, precedents, systems and general intellectual capital.

FALC may use and develop general knowledge, experience and know-how gained while acting for the Client, provided that FALC does not disclose or misuse Client confidential information or personal data.

PART D | RISK, RECORDS AND ENDING THE ENGAGEMENT

17. Client responsibilities

The quality and timing of FALC's work depend on the information and instructions provided by the Client. The Client must provide timely, accurate and complete information, identify material facts and documents, respond to reasonable requests, and notify FALC promptly if circumstances or instructions change.

The Client is responsible for business and commercial decisions, obtaining internal approvals, preserving relevant documents and evidence, and ensuring that its personnel and advisers cooperate where their input is required.

The Client must draw FALC's attention to any deadline, limitation period, regulatory timetable, contractual notice date or other time-sensitive requirement known to the Client. FALC is responsible for deadlines that fall within the accepted scope once they have been identified and responsibility for them has been assumed.

The Client must not ask FALC or any person working through FALC to act unlawfully, mislead a court or authority, conceal information where disclosure is legally required, fabricate or alter evidence, bypass professional duties or facilitate improper conduct.

18. Files, documents and records

FALC may maintain the Matter file in electronic, hard-copy or mixed form. The file may include correspondence, documents received from the Client or third parties, drafts, research, internal records, billing records and other material created or received in the course of the engagement.

Original documents provided by the Client will be returned or otherwise dealt with in accordance with the Client's instructions, applicable law and any agreed custody arrangement. FALC may retain copies where reasonably required for legal, regulatory, insurance, conflict, record-keeping or risk-management purposes.

Subject to applicable law, legal hold requirements and any special custody arrangement, FALC's standard retention period for closed Matter files will be 10 years from closure. After the applicable retention period, FALC may securely destroy or delete file material without further notice unless the Client has asked FALC in writing to return specified originals.

FALC may charge a reasonable amount, after prior notice, for substantial retrieval, reproduction, transfer or review work requested after a Matter has closed, unless the work forms part of a new engagement or applicable law requires otherwise.

19. Completion and future dates

A Matter is complete when the agreed scope has been performed, the relevant transaction, proceeding or workstream has concluded, FALC confirms closure, or the engagement otherwise ends under these Terms.

At or around completion, FALC may identify future dates that are apparent from the Matter, such as renewal, appeal, filing, limitation or review dates. Unless FALC expressly agrees in writing to monitor a future date, the Client remains responsible for tracking and acting on it after the Matter closes.

A later request for implementation, monitoring, enforcement, renewal, amendment, appeal or related advice may constitute a new Matter and may require fresh acceptance, conflict checks and fee arrangements.

20. Complaints and service concerns

FALC is committed to dealing promptly and fairly with concerns about service or fees. A Client should first raise a concern with the Responsible Lawyer so that it can be addressed at the earliest opportunity.

If the concern is not resolved, or if it would be inappropriate to raise it with the Responsible Lawyer, the Client may refer it to the Managing Partner at faisal@falc.om. FALC may request a written summary and supporting information so that the concern can be reviewed properly.

A complaint does not affect the Client's right to use any complaint, fee-dispute, court or regulatory procedure available under mandatory law. The Client remains responsible for undisputed amounts while a billing concern is being considered.

21. Suspension, termination and withdrawal

The Client may terminate the engagement by written notice at any time. FALC may terminate or withdraw where there is a lawful and professionally proper reason, including non-payment, a conflict, inability to complete required client verification, unlawful or misleading instructions, a serious breakdown in cooperation or trust, loss of authority, or another circumstance that makes continued action improper or impracticable.

Any termination or withdrawal is subject to applicable professional duties. Where an Advocate withdraws from a power of attorney, FALC will give the notice required by Omani law and will continue any procedures during that notice period to the extent legally required and reasonably necessary to protect the Client's interests.

On termination or withdrawal, the Client remains responsible for fees, VAT, disbursements and third-party costs accrued or otherwise payable under the Engagement Letter and applicable law. FALC will take reasonable steps to transfer or return Client papers and information in accordance with applicable law, professional duties and any lawful right of retention.

Provisions which by their nature are intended to survive the end of the engagement, including confidentiality, data protection, fees, liability, file retention, intellectual property, reliance and dispute provisions, continue to apply.

22. Professional indemnity and liability

The Client's contract is with FALC. To the fullest extent permitted by law, no individual advocate, legal consultant, employee, trainee, consultant or other person working through FALC assumes a separate personal contractual duty to the Client merely because that person works on the Matter or signs correspondence on FALC's behalf.

FALC is responsible only for loss caused by a breach of duty owed by FALC in connection with the accepted scope of the Matter. FALC is not responsible for loss caused by inaccurate, incomplete or late information provided by the Client or a third party, a Client decision taken contrary to advice, or an act or omission outside FALC's agreed responsibility.

To the extent permitted by law, FALC will not be liable for indirect, special or consequential loss, or for loss that could reasonably have been avoided by the Client. This does not limit liability that cannot lawfully be excluded or limited.

FALC's aggregate liability arising from or in connection with a Matter, including related instructions forming part of the same engagement, is limited to OMR 500,000 (Five Hundred Thousand Omani Rials), or such other amount as is expressly stated in the Engagement Letter. This limitation does not apply to any liability that cannot lawfully be limited or excluded.

Where another adviser, professional, contractor or person is also responsible for the same loss, FALC's liability is limited, to the extent permitted by law, to the proportion of the loss that is justly attributable to FALC's own responsibility. No reduction in another person's liability caused by a limitation agreed between that person and the Client increases FALC's responsibility.

FALC maintains professional indemnity insurance in accordance with applicable requirements. Information concerning the applicable cover may be provided where required by law or reasonably appropriate.

PART E | GENERAL PROVISIONS

23. Events outside reasonable control

FALC is not responsible for delay or failure caused by an event outside its reasonable control, including court or government closure, system or telecommunications failure, cyber incident affecting third-party infrastructure, natural disaster, epidemic, civil disturbance or material failure of a required third-party service, provided that FALC takes reasonable steps to mitigate the effect and resumes performance when reasonably possible.

This section does not excuse payment of fees or costs already properly incurred and does not permit FALC to disregard a professional duty that remains capable of performance.

24. Notices and communications

FALC may send routine communications, invoices and notices to the postal address, email address or other contact details last notified by the Client. The Client must keep those details current.

A notice terminating the engagement, materially changing its scope or asserting a formal dispute should be given in writing by a method capable of being retained as a record. Email is sufficient unless applicable law, a court direction or the Engagement Letter requires another form.

25. Changes, waiver and severability

Any material variation to the Engagement Letter or these Terms must be agreed or confirmed in writing by FALC and the Client, except for an administrative change that does not alter the parties' substantive rights or obligations.

A delay or failure by either party to exercise a right does not waive that right. A waiver is effective only for the specific matter for which it is given.

If any provision of the engagement is invalid, unlawful or unenforceable, it will be treated as modified to the minimum extent necessary to make it valid where legally possible, or otherwise severed, without affecting the remaining provisions.

26. Entire agreement and third parties

The Engagement Letter, these Terms and any document expressly incorporated into them record the agreement between FALC and the Client concerning the Matter and supersede prior discussions or correspondence on the same engagement terms, except for fraud or any matter that cannot lawfully be excluded.

No person other than the Client and FALC has any right to rely on or enforce the engagement unless FALC expressly agrees in writing. This does not prevent FALC from engaging or coordinating with third parties for the Matter in accordance with these Terms.

27. Governing law and jurisdiction

The engagement and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Sultanate of Oman, unless the Engagement Letter expressly provides otherwise to the extent legally permissible.

Subject to any mandatory statutory forum and any different dispute-resolution provision expressly agreed in the Engagement Letter, the courts of the Sultanate of Oman have exclusive jurisdiction over disputes arising out of or in connection with the engagement.