

# Terms of Business

## Issue 2

### 1 AIQhtani & Partners

(a) Your contract is with AIQhtani & Partners and not with any partner, employee, consultant of, or any person connected with AIQhtani & Partners or any group companies who may deliver the services on behalf of AIQhtani & Partners.

(b) Any advice given to you (or other work done for you) by a partner, employee or consultant AIQhtani & Partners or any group companies is given (or done) by that person on behalf of AIQhtani & Partners and not in his or her individual capacity and no such person assumes any personal responsibility to you for the advice or other work.

### 2 Your relationship with us

(a) We will send you a framework engagement letter (for repeat instructions of a similar nature) or an engagement letter for an individual matter, as applicable ("**engagement letter**") specifying the scope of our work, our charges and any other relevant information and those engagement terms will specifically incorporate these Terms. You will be asked to sign and return a copy of our engagement letter to confirm your agreement to the terms of our retainer. In the event of you instructing us having received our engagement letter but having not signed and returned a copy to us, you will be deemed by instructing us to have accepted our engagement letter and these Terms and will be bound by them.

(b) A Relationship Manager will be appointed for every AIQhtani & Partners client. Your Relationship Manager is responsible for ensuring that every aspect of the service provided to you by us is of the highest possible quality and meets the standards of service and performance you are entitled to expect.

(c) With your agreement, the day to day conduct of your business will be assigned to the person believed to be most appropriate to handle it, subject wherever necessary, to the supervision of the Relationship Manager, taking into account factors such as the nature of that business and its value. The name and status of any person with day to day conduct of your business and the name and status of the Relationship Manager are set out in the engagement letter.

(d) All, or part, of the work may be delegated, or transferred entirely, if circumstances require it, to another person, in which case we will notify you as soon as is reasonably practicable of the name and status of that person and of any change to the name and status of the Relationship Manager.

### 3 Charges

(a) Charges for work carried out for you by us will be fair and reasonable.

(b) Unless otherwise agreed, our charges are, in accordance with our professional standards, determined by reference to a number of factors, the most significant of which is the time spent on the matter. This includes, but is not limited to, time spent travelling, unless otherwise agreed with you, and time spent on routine correspondence, as well as making and receiving telephone calls.

(c) In addition to our charges, we may incur expenses (which are called **disbursements**) from time to time covering (amongst other things) Counsels' fees, experts' fees, courier charges, enquiry agents' charges, property search and enquiry fees, Court fees, valuation fees, company law agents' fees, company search fees and travel expenses. We will generally request payment on account from you for the estimated cost of such disbursements before we incur the disbursement cost on your behalf, and will settle the disbursement cost at the appropriate time on your behalf from the funds in your client account. Alternatively, should we incur such disbursement costs on your behalf without having your funds on account, we will incorporate these disbursement costs in our next bill to you or send a separate **Disbursement Only** invoice to you. In every case you are liable to reimburse us on demand for disbursement costs.

(d) We may also recover from you other miscellaneous charges, not incorporated within our hourly rates, representing:

- (i) charges for the photocopying and production of papers and documents;
- (ii) the cost of bulk faxes;
- (iii) car travel incurred on your behalf at our current rate per mile;
- (iv) other travel costs (for example rail and air tickets) in the amounts invoiced to, or incurred by, us;
- (v) secretarial overtime in relation to urgent matters requiring our support staff to work after our normal business hours; and
- (vi) Professional Indemnity top up premiums should you require cover over and above the otherwise applicable limit of indemnity of our insurance referred to in clause 11 below.

(e) Unless otherwise agreed, your liability for our charges and disbursements, calculated on the above basis, commences from the moment that we are instructed and covers the initial advice that we may give as well as any subsequent work that we carry out pursuant to that advice.

(f) At your request we will provide regular updates on the amount of our charges and disbursements at appropriate stages.

(g) The method of charging/charging rates applicable to your matter will be agreed with you in advance and confirmed in writing either by your Relationship Manager or the person having day to day responsibility for your work. Charges and some disbursements may be subject to such sales taxes that are in force from time to time (where applicable).

(h) Any rates agreed with you will be subject to periodic reviews and any changes notified to you in advance.

(i) Any quotations given are given on the assumption that the matter is not unusually urgent, complicated, or time consuming, except where the quotation may expressly cover such matters and is signed by a Partner at AIQhtani & Partners.

(j) If we agree to act for you on a basis where the amount of our charges is determined by the outcome then this will be the subject of a separate written agreement. Where there is any difference or conflict between the terms of such written agreement and these Terms then these Terms shall prevail.

(k) To the extent that there is no separate agreement between us with regard to such charges, we reserve the right to charge for costs incurred in complying with any statutory, professional or regulatory provisions in relation to the work we do for you, or incurred in connection with our acting for you, including, but not limited to, the Money Laundering Provisions (as defined in clause 10).

(l) In the event that we stop acting for you on whatever basis in accordance with the provisions of clause 9 below, unless otherwise agreed, you will be liable, as set out in this clause, for all charges and disbursements incurred up to the point that we stop acting for you, despite the fact that we may not have completed what we were instructed to do. You will also be liable for such further charges or disbursements which we may unavoidably be required to incur (for example, in litigation we may have to apply to the Court for a Court Order removing us from the Court's record as acting on your behalf or we may have to take steps to seek to protect your position until you have been able to make other arrangements). We may also charge you (at our standard rate) for the cost of extracting files or data and delivering the same to you.

### 4 Bills

(a) Bills rendered by us will clearly show the work being charged for.

(b) Where we are instructed by more than one person jointly, liability for our charges, disbursements and, if applicable, any sales taxes that are in force from time to time (**Sales Taxes**), is shared between those persons on a joint and several basis so that we may recover

from any one or more of those persons individually or together the full amount of our charges, disbursements and any Sales Taxes notwithstanding any agreement which may be reached between those persons.

- (c) Where a matter or transaction is carried out through a company, limited partnership, limited liability partnership or other corporate vehicle established, or to be established, for that purpose, the members will remain jointly and severally responsible for payment of our fees and outlays in connection with that matter or the transaction in question. Where we are asked to invoice that entity and agree to do so, if the invoice has not been settled in full we may cancel the amount outstanding and invoice that amount plus accrued interest to any members.
- (d) Unless otherwise agreed, we will submit interim bills from time to time, at intervals determined by ourselves, or agreed with you. All such bills will be regarded as final bills for the work done to the date referred to in the bill, unless otherwise specified at the time.
- (e) Unless specific terms of payment have been agreed, bills, whether interim or final, should be settled upon receipt. A late payment fee may be charged on bills that are not paid on time at 2.5% above 1 (one) month SIBOR, as published by the Saudi Arabian Central Bank from time to time, after one calendar month has elapsed from the date of the bill until payment.
- (f) You may be required to make payments of anticipated charges and disbursements in certain circumstances. These are known as payments on account. We are not obliged to instruct third parties until a payment on account of their estimated disbursements is received by ourselves.
- (g) In particular, we have the right to request payment for work before it is commenced and to suspend or terminate all or any part of your instructions to us and any work done for you, without further obligation to you, in the event that any such request for a payment on account or any bill remains unpaid. This right can be exercised by us in relation either to the matter on which the particular request or bill remains unpaid or any or all other matters, whether or not amounts remain unpaid in respect of such other matters.
- (h) We may apply any amount held on your behalf on any matter in our Client Account in or towards payment of any sum requested or due from you as regards any other matter whether on account or in respect of an interim, disbursement only, or final bill or interest, or any combination of these.
- (i) In addition to any right that we may have at law, we may also be permitted to retain your original files or any of your original papers or property or sums held by us on your behalf until all monies due from, or payable by you to us (whether billed or unbilled) have been paid provided that this does not prejudice your rights. We will advise you if we decide to exercise any rights we have in this regard.
- (j) If you wish to query your bill please see clause 7.

#### 5 Costs Payable by and to Other Parties

- (a) It is important to remember that, notwithstanding any agreement reached with, or the liability of, someone else in relation to costs (for example pursuant to a Court Order), it is your primary responsibility to pay our charges and disbursements in respect of any matter which we handle for you.
- (b) The fact that a Court Order for costs may be made in your favour is no guarantee that such costs can be recovered from your opponent who may not be in a position to make payment whether in whole or in part.
- (c) In Court proceedings where judgment is obtained in default, only nominal fixed costs can be

recovered. These will only partly reimburse you for the costs which you have to pay us but the balance of our charges, disbursements and any Sales Taxes will still be payable by you.

- (d) Unless only fixed costs are payable, the amount of costs recoverable from other persons in Court proceedings is entirely at the discretion of the Court and tends to be recoverable at a lower rate than that charged by us to you. This will mean that, if any costs are recoverable at all, only a proportion will be recoverable and the balance will be payable by you.
- (e) Any payment made by, or recoverable from, another party in respect of our charges, disbursements or any Sales Taxes does not release you from the obligation to make such payment in the event that the payment made by that person is dishonoured, not made as promised, or is repayable for whatever reason.
- (f) If costs are payable by someone else, then we may charge you for any steps which have to be taken to seek to recover those costs from that person, either on the basis set out in these Terms, or as otherwise agreed.
- (g) In litigation matters, if you are unsuccessful, either in relation to a specific application, or upon final conclusion of the proceedings, you may be ordered to pay your opponent's costs. In that event, we may have to request an immediate payment to cover any such costs.

#### 6 Cash Payments, Use of Client Account and Source of Monies paid to us

Please note that:

- (a) we cannot accept cash amounts for payment of any invoice, or any sum, due from you to us, or payable in relation to any matter;
- (b) we cannot allow our client account facilities to be used other than for handling payments in relation to a matter which we are dealing with on your behalf;
- (c) we are required to satisfy ourselves of the source of any money which you pay us. We require a minimum of 14 days in which to do so unless, in our sole discretion, we agree to accept shorter notice. We therefore require you at the outset of any transaction to identify the precise source of any funds which you will be paying to us to complete the transaction. We need to know the details of the account from which it is to be paid and may also require proof of the original source of the money. If we do not receive 14 days' notice of the source of the funds, or if the money comes from a source other than that which you have previously identified, or in any event if we are unable to satisfy ourselves as to the original source of the money, we may decline to proceed within the expected timescales or at all and we shall not be liable for any losses caused by this.

#### 7 Queries

If you wish to query a bill please let us know as soon as possible. You should first raise your issue with the fee earner who has raised the bill. If you are unable to resolve your issue, please refer to clause 14 and our Complaints Procedure which is available on our website at [www.alqhtanilaw.com](http://www.alqhtanilaw.com) or speak to your Relationship Manager. The Complaints Procedure provides you with full details on how to escalate your issue.

In certain circumstances with regard to litigation matters we have represented you on, you may also be entitled to have your bill assessed by the court adjudicating your case (or any subsidiary claim ensuing from your original case) where you dispute that bill. You may wish to seek independent legal advice before making any such application.

If all or part of a bill remains unpaid we may be entitled to charge interest. You should refer to clause 4(e) for further information about the rate of interest payable on an unpaid bill.

#### 8 Interest and Commissions

If we hold money on your behalf, we will account to you for interest earned on it in accordance with the law, although we may be entitled to offset any such interest against monies due to us in accordance with clause 4(h).

#### 9 Termination

- (a) You may terminate your instructions to us, i.e. request that we stop acting for you at any time, but such termination is not effective until we have received written confirmation from you of such termination.
- (b) In the event of termination, you are responsible for any charges or disbursements incurred as set out in clause 3.
- (c) As well as being entitled to stop acting for you for the reasons given in clause 4(g), we also have the right to do so upon reasonable notice in writing if we are unable to obtain proper instructions from you to enable us to carry out your work effectively, if you do not confirm acceptance of these Terms or any agreed variation to them in writing, if we believe that what you require us to do is unreasonable, if acting for you or continuing to act for you, would result or be likely to result in us being in breach of any of our professional, regulatory or legal obligations or responsibilities or if any of your bills remain unpaid, following a reminder, for 30 (thirty) days or more following the due date for payment.
- (d) We also have the right to stop acting for you (whether on a permanent or temporary basis) if you do not provide satisfactory evidence of your identity under clause 10(b), or if we are otherwise required, or deem it appropriate, in our absolute discretion, to stop acting for you (whether permanently or temporarily) by virtue of compliance with our obligations referred to within clause 10 (which, in certain circumstances, we are required and/or entitled to do so without giving you any written or other notice and/or giving reasons for doing so).

#### 10 Money Laundering and Counter Terrorism Financing

- (a) Under various laws and regulations including, without limitation, the Anti-Money Laundering Law (enacted under Council of Ministers' Resolution No. 167 of 20/6/1424 AH) and the Law on Combating Terrorism Crimes and its Finance (enacted under Royal Decree No. No. (M/21) dated 12/02/1439AH, and their implementing regulations (the **AML Laws and Regulations**), we are under mandatory and sometimes complex obligations which require us to assist the relevant authorities in eradicating the laundering of the proceeds of crime and tax evasion. This process is known as **Money Laundering**. The various AML Laws and Regulations are subject to periodic re-enactment, amendment and revision and we are required to comply with whatever provisions are in force from time to time, and are subject to potential criminal and/or civil sanctions and liabilities in the event of non-compliance.
- (b) In particular, to enable us to comply with our obligations under the AML Laws and Regulations, whether or not you are a new client, before we can accept instructions from you, or at any time after we have been instructed, we may require you to supply us with satisfactory evidence of your identity, or if a corporate entity, other documents, for example, details of the registered office of the corporate entity; confirmation of the registered number of the corporate entity; and evidence of the identity of the principal person or persons who exercises management and control over the corporate entity. This will also require us to ask you questions about yourself, about the source of any income, past or present, or how you acquired property or funds or how a particular business, trust, or corporate entity, which we are

asked to advise, is operated or funded, and about the ultimate beneficial ownership of a corporate entity, trust or other legal entity.

- (c) For the same reason, in addition to our express rights under clause 6(c), where, with reference to our obligations under any of the AML Laws and Regulations, we have any doubts about the funding of a transaction by any third party or the legitimacy of any matter or transaction, then we reserve the right to delay progress or completion until we have satisfied ourselves of the identity of that third party or the legitimacy of the matter or transaction, and, without prejudice to any other limitation of liability contained in these Terms, we will not be liable for any loss caused by such delay, unless such delay is caused by our negligence.
- (d) Under the AML Laws and Regulations we are also, in some cases, required to report to the relevant authorities, suspicions which we may have that a matter in which we are or are asked to become involved in is related, or being used, to facilitate Money Laundering, or if we suspect that you, or any party involved in the transaction or matter, is engaged in Money Laundering. By instructing us you thereby expressly authorise us to comply with the AML Laws and Regulations, including, but not limited to, notifying any relevant authorities of the matter in which we are or are asked to become involved, if we suspect that Money Laundering is, has, or may be taking place, or otherwise come under an obligation to so notify any relevant authorities. If, as a result of such suspicions, we make a report, your attention is drawn to the provisions of clause 11(a)(i).
- (e) In the event that we make a report to the relevant authorities, we are under no obligation to advise you that such a report has been made, because, in doing so, we may potentially incur criminal and/or civil sanctions and liabilities, and we are entitled to stop acting for you in relation to the transaction or matter pending the provision of permission to us from the relevant authorities to continue acting for you (if applicable).
- (f) We may from time to time use electronic databases to enable us to verify information you have given to us to enable us to fulfil our obligations under the AML Laws and Regulations.

#### 11 Limitations on our Liability

- (a) Nothing in these Terms shall exclude or limit liability for, or restrict or prevent action in respect of any liability arising from, (i) fraud; (ii) dishonesty, (iii) reckless disregard of professional obligations; (iv) death or personal injury caused by negligence; or (v) other liabilities which cannot lawfully be limited or excluded.
- (b) Subject at all times to clause 11(a), and unless specifically agreed in writing to the contrary in relation to any particular matter by a Partner of AIQhtani & Partners, with regard to any liability which we would otherwise have to you, or any third party, in respect of all loss or damage claimed, or any costs incurred, on whatever basis claimed (whether in contract or tort), we:
- (i) exclude any liability of whatever nature arising as a direct or indirect consequence of our compliance in good faith with any statutory, professional or regulatory obligation; and
- (ii) subject at all times to clause 11(j) below, we exclude all liability, whether in contract, tort (including negligence), breach of statutory duty, contract, misrepresentation or otherwise for all special, indirect or consequential loss howsoever arising;
- (iii) limit our liability, in total to the maximum aggregate sum of £5,000,000 (including interest and costs) for any claim or claims arising out of:

- (1) the same matter or transaction;
- (2) the same act or omission;
- (3) a series of related acts or omissions;
- (4) the same act or omission in a series of related matters or transactions;
- (5) similar acts or omissions in a series of related matters or transactions.

- (c) If we are jointly or jointly and severally liable to you with any other party, whether or not you in fact claim against another party, subject at all times to clause 11(a):
- (i) we shall only be liable to pay you the proportion which is found to be fairly and reasonably due to our fault; and
- (ii) we shall not be liable to pay you the proportion which is due to the fault of another party or for which another party would otherwise be liable.
- (d) Subject at all times to clause 11(a), any sum due from us to you shall be reduced by the proportion for which another party would have been found liable if either:
- (i) you had also brought proceedings or made a claim against them, or
- (ii) where applicable, we had brought proceedings or made a claim against them.
- (e) Without prejudice to any exclusion or limitation of liability contained in these Terms, and subject to clause 11(a), any statutory limitation period under any relevant jurisdiction and any legal or professional restriction on excluding or limiting liability, any claim made against us must be notified to us in writing within 2 years of when you become aware, or ought reasonably to have become aware, of the circumstances giving rise to such a claim failing which all liability will be excluded.
- (f) Without prejudice to any other exclusion or limitation on liability and subject to clause 11(a), we exclude all liability for any loss or damage, whether direct or indirect, caused by any communication, whether by post, fax or email, being misdirected or intercepted by third parties where such misdirection or interception is not a result of our negligence.
- (g) Any exclusion of, or limitation on, our liability contained in these Terms shall apply to work done under these Terms and any future work unless we agree different terms with you.
- (h) Without prejudice to reliance on this clause 11, and subject to clause 11(a), any such exclusions of, or limits on, liability contained in these Terms are intended to benefit any Partners and employees against whom you may seek to claim, on any ground whatsoever.
- (i) If any part of these Terms which seeks to limit or exclude liability is found by a court to be void or ineffective on the grounds that it is unreasonable or does not accord with any professional obligation, or otherwise, the remaining provisions shall continue to be effective.

#### 12 Communication, Data Protection, Client Confidentiality and Publicity

- (a) We will communicate with you by the most appropriate means. This may be by letter, telephone, fax or email. In relation to e mail, we would ask you to note that the internet is less secure than other communications media and is susceptible to both error as to destination and delay and emails can sometimes fall into the hands of third parties. Your attention is drawn to the terms of clause 11(f).
- (b) During the course of your instruction, you may share personal data with us so that we can perform our services. Unless otherwise agreed, we will be the data controller of that personal data as we will determine the means of processing it. In this regard, we confirm that we will comply with

all applicable data protection legislation and standards including, with effect from 23<sup>rd</sup> March 2022, the Personal Data Protection Law Royal Decree M/19 of 9/2/1443H (16 September 2021); Cabinet Resolution No. 98 of 7/2/1443H (14 September 2021) and any subsequent national supplementing legislation (collectively the **Data Protection Laws**). In this clause, **personal data, controller and processor** have the same meanings in the Data Protection Laws.

- (c) You warrant that all personal data you share with us has been and shall be collected lawfully and that you shall take, where necessary to comply with the Data Protection Law, such steps to ensure that there is a lawful basis for us to process it.
- (d) Because the nature of our services are wide and varied, the types of instructions we receive from you as our client are never the same. Likewise, the type of personal data we may process during the course of your matter will vary also and may include, for example, information about your business, group members, business relationships and financial affairs. Additionally, part of your engagement of AIQhtani & Partners may include us involving third parties, including our associated firm, DWF, to provide you with services. That involvement may require us to share your personal data with them. If that happens, your personal data will be protected, its confidentiality upheld and we will comply with all our obligations under the Data Protection Laws with regard to this data sharing. In the event of any cross-border transfer of personal data amongst ourselves and any such third parties, including DWF, we will implement appropriate transfer mechanisms and other measures where required to address those transfer restrictions in accordance with applicable Data Protection Laws. For further details, please refer to our Privacy Policy which is available on our website at [www.alqhtanilaw.com](http://www.alqhtanilaw.com)
- (e) In some circumstances, we may process special categories of personal data about you, in which case we take particular care to only process that data in accordance with strict legal parameters. Special categories of personal data may include information about your health, racial or ethnic origin, trade union membership, sexual orientation, genetic data, biometric data, personal data revealing or concerning communal origin, political affiliations or opinions, religious or philosophical beliefs.
- (f) In association with DWF, we are constantly looking at ways of delivering our services to you more effectively and in a way that adds value to your business and transactions. Where appropriate, we may utilise legal technologies, such as automation software and machine learning (artificial intelligence), to assist us with the delivery of these goals. The legal technologies we use present us with the ability to enhance not only the performance of our services to you, but their delivery times by accelerating and facilitating our ability to automate and extract value from what we do. The insights we gain in using legal technologies in the performance of our services to you also allows us to develop our future service offerings both to you and generally, allowing the benefit of the know-how acquired to help us evolve and enhance our use of such technologies. Where the delivery of our services would benefit from the use of such legal technologies, we will confirm that to you and will usually look to include details of the delivery of the same, including who will deliver, within our engagement letter.
- (g) In order to best facilitate our services to you, we may store some of your data (including personal data) using cloud technologies managed by our third party service providers. We have agreements in place with those third party service providers and we require them to operate and conduct themselves in a way that is

consistent with our legal and ethical obligations. We also employ technical and organisational measures to protect the confidentiality and security of any data (including personal data) shared with our third party service providers.

- (h) As part of our commitment to excellence of service, we regularly provide our clients with details of seminars, in-house workshops, and bulletins which we feel may be of use to you. Should you not wish to receive this information, please inform your Relationship Manager in writing.
- (i) You agree to cooperate with use in the preparation of press releases, case study documents and other publicity material regarding your award of business to AIQhtani & Partners. The content of such materials will be agreed in writing between us (acting reasonably) prior to release. Also, to the extent that it is already in the public domain that we have been instructed by you and the nature of the matter on which you have instructed us, we may disclose that information in our marketing materials to prospective clients and to publishers of legal directories.

### 13 File Retention

Subject to these Terms, and to some exceptions (details of which can be provided upon request), the file which relates to your matter belongs to you. We keep your file in accordance with our internal retention procedures, which are determined by our legal, regulatory and professional obligations, and in accordance with good practice. These retention periods differ, depending upon the nature of the information we hold and the reason why it is being held, and are subject to change. At the end of the retention period for your file, we will destroy it, unless you have requested that we retain it for longer or return the file to you. Please contact us at [enquiries@AIQhtanilaw.com](mailto:enquiries@AIQhtanilaw.com) if you require more details regarding our retention periods or require a copy of our retention policy.

### 14 Complaints

- (a) If you feel you have not received a proper service from us, you should initially contact the person having day to day conduct of the matter concerned, the Relationship Manager.
- (b) If the problem cannot be resolved informally then the matter will be dealt with under our Complaints Procedure. For full details on how to escalate any complaint you have, please refer to our Complaints Procedure which is available on our website at [www.aiqhtanilaw.com](http://www.aiqhtanilaw.com) or you can obtain a copy from your Relationship Manager.

### 15 Non-Solicitation

You undertake that for the period during which we act or provide advice in relation to any matter and for a period of 6 months after the completion of the last matter upon which we have been instructed by you, you will not:

- (a) solicit or entice away (or assist anyone else in doing so) any member of our professional staff with whom you or any of your employees have had dealings in connection with any matter during the 12 months immediately prior to your approach; or
- (b) employ any such person or engage them in any way to provide services to you whether independently or as a partner or employee of any other firm or company. This undertaking shall not apply in respect of any member of our staff who, without having been previously approached directly or indirectly by you, responds to an advertisement placed by you or on your behalf.

### 16 Client Monies

Any monies received by us or on our behalf from you or on your behalf in connection with any matter shall be at your risk until applied by us in accordance with your instructions and/or the terms of our retainer, any undertaking given by us in connection with the particular matter, or in satisfaction of any costs, fees, disbursements or, where applicable, Sales Taxes, due from you to us. If you give us instructions in writing as to how such money is to be held pending such application we will comply, where possible, with such instructions subject to any relevant legal, regulatory or professional requirement binding on us from time to time in the jurisdiction in which the agreed legal services have been provided. In the absence of such specific instructions you hereby authorise and instruct us to place and hold such monies in a non-designated general client account at any bank. We shall not be responsible for any loss or damage arising from failure, refusal or inability of any bank or other financial institution to repay all or any part of such monies at any time or from their insolvency or failure, or the failure in or of the banking or inter-bank systems. In such circumstances it may not be possible to complete any matter in accordance with the terms of our retainer. Nothing in this clause shall limit our liability for loss or damage arising out of our reckless disregard of professional obligations, fraud or other liabilities which cannot lawfully be restricted or excluded nor for loss occasioned by our negligence subject always to the limitation on such liability in clause 11.

### 17 General

- (a) Unless you obtain our prior written consent, on terms to be agreed, the advice provided and the work carried out by us in relation to any matter is intended to be relied on only by you and by no other person.
- (b) Save as provided in clause 1 and in relation to Partners and employees who may, by virtue of clause 11(h), rely on the limits and/or exclusions of liability contained in these Terms, a person who is not a party to the terms of our engagement shall have no right to enforce or rely on any of its terms. You agree not to make our work, including any advice given to you, available to third parties without our written permission in accordance with clause 17(a), and we accept no responsibility to third parties for any aspect of our professional services or work that is made available to them.
- (c) Unless otherwise specifically agreed by us in writing on each occasion, we will only advise on Saudi Arabian law and procedure. If the matter involves issues of non-Saudi Arabian law or procedure, subject to your consent, we shall engage lawyers qualified in the relevant country to provide specific advice on those aspects. Such lawyers may be within the DWF group, our Associated Firm, in territories where DWF has a presence and the requisite expertise.
- (d) Any matter upon which we act for you may give rise to tax and/or accountancy implications. Unless specifically agreed in writing, we do not provide any tax or accountancy advice nor undertake to advise you on any such tax implications. We would therefore expect your accountants/tax advisers to deal with all issues relating to tax and accounting arising in respect of or in connection with the particular matter and your tax and accounting matters generally. The responsibility for instructing your accountants/tax advisers will, unless otherwise agreed in writing, be yours.

- (e) Any advice provided by us will be based and dependent upon the instructions, information and documentation supplied by you and those people whom you have specified will instruct us on your behalf. We will not be responsible for any consequences which may arise from a delay or failure by you, or them, to give us the instructions, information and documentation which we require.
- (f) Whilst we may be obliged to advise you to consider whether the expected results of our involvement will justify the costs that will be incurred and, in appropriate cases, on the risks of not achieving those results, we cannot advise on the merits of any transaction that you may be entering into; for example, we cannot advise on whether a property or business you are buying is worth what you are paying. In particular, you will remain responsible for any commercial decisions you make.
- (g) We will own the intellectual property rights in any materials we create when acting for you and you will have a non-exclusive, non-transferable licence to use such materials in order to receive the benefit of our services.
- (h) Any failure by us to pursue our legal rights or any relaxation of any of them shall not be taken as a waiver or compromise of any such rights.
- (i) Except where the context otherwise requires, each of these terms shall be regarded as independent of every other term so that if any such term or the application of any such term to any person or to any circumstance is found to be invalid or unenforceable, then such finding will not affect any other term or the application of such term to any other person or circumstance.
- (j) These Terms shall be governed by and interpreted in accordance with the laws of the Kingdom of Saudi Arabia and any claim arising out of any matter we handle for you shall be subject to the exclusive jurisdiction of the Courts of the Kingdom of Saudi Arabia (save in relation to the enforcement of any judgment obtained by us against you). Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction.
- (k) Occasionally we may, in our discretion, make changes to these Terms. Unless we notify you otherwise, any changes made will not affect any matter on which we are then currently instructed by you.
- (l) We shall be entitled, without your prior written consent, to subcontract all or any of our rights and/or obligations to any third party. Where we subcontract the performance of certain obligations to any third party we shall remain responsible for the acts and omissions of those third parties as if they were acts and omissions of AIQhtani & Partners. We may also transfer, assign or novate all our rights and/or responsibilities to any third party. By continuing to instruct us, you agree to any such future transfer, assignment or novation.
- (m) The following documents constitute the entire agreement between us (i) any engagement letter or service contract; (ii) these Terms or any changes to them in accordance with clause 17(l); and (iii) any amendments or supplements to any of the foregoing agreed by us from time to time. Subject at all times to clause 17(k), in the event of any conflict between the terms of any of the foregoing documents, they shall have the same order of priority in which they appear above, subject to any amendments referred to in sub-clause (iii).

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