

TERMS AND CONDITIONS

Effective from 1 March 2024

The Client and the Signliving Building Construction LLC ("Signature Living") are referred to individually as Party and collectively as Parties.

INTRODUCTION

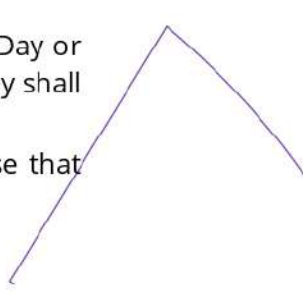
WHEREAS the Client is desirous of doing the turnkey and/or interior fit-out of the proposed "**Project**", as described in the Letter of Award, Quotation, and Contract referred to as the "**Works**;

WHEREAS Signature Living has the requisite skill, experience and infrastructure to perform the Works;

WHEREAS the Client appoints Signature Living for the Works, on exclusivity basis;

IN CONSIDERATION of the mutual covenants set forth herein, and intending to be legally bound, the Parties agree as follows. These Terms and Conditions are effective at the time the Client executes and signs the Quotation and by doing so, the Client undertakes and warrants to have read, understood and agreed to be bound by these Terms and Conditions.

A. DEFINITIONS AND INTERPRETATION

- I. Words importing the singular include the plural and vice-versa, words importing a gender include every gender and references to persons include bodies corporate and unincorporate.
 - II. References to Recitals, Clauses, Schedules and Annexes are to recitals and clauses in and schedules and appendices to this Agreement. The headings to the Clauses, Schedules and Annexes do not affect the interpretation of this Agreement.
 - III. A reference to a statute or guideline or directive, or any provision of a statute, guideline or directive, include any modification, extension, re-enactment or replacement thereof in force at a particular time and in respect of a statute includes all regulations, rules, orders, directives, notices and other instruments then in force and made under that statute.
 - IV. A reference to an instrument includes an instrument which amends or replaces or supplements that instrument.
 - V. A reference to a date or time is a reference to a date or time in United Arab Emirates.
 - VI. A period which would otherwise end on a day which is not a Business Day or any event that is to otherwise occur on a day which is not a Business Day shall end or occur, as the case may be, on the next Business Day.
 - VII. No rule of construction applies to the disadvantage of a Party because that Party or its solicitor prepared this Agreement or any part of it.
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In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

“Agreement”	Means the Letter of Award including the Quotation and when the Contract is agreed, the Contract.
“Business Day(s)”	also referred to as working days, means a day on which commercial banks in United Arab Emirates are open for business, excluding Saturdays, Sundays and public holidays;
“Completion”	means the date notified by Signature Living in writing to the Client as to the Works being substantially complete;
“ Contract”	means the Contract including final Design, Bill of Quantity, Budget and Planning as agreed by the Parties
“Contract Value”	means total amount payable by the Client to Signature Living for the Works, as detailed in the Agreement;
“Construction Program”	means the stages, dates and milestones of the Works, the Letter of Award, Quotation and Contract;
“Disputed Invoices”	means invoices issued by Signature Living for the Contract Price, that are contested for payment or not paid by the Client on accounts of inconsistent works of Signature Living for the Project and that shall be dealt with according to Clause 20 in these Terms and Conditions.
“Downpayment”	means non refundable amount of money payable by the Client to Signature Living upon the latter issuing a Quotation and used by Signature Living to prepare an estimate of the Contract Price and of the Works. The Downpayment is a payment towards the Contract Price.
“Letter of Award”	Means the letter that awards the Project to Signature Living including the accompanying Quotation
“Design”	means the drawings of the Works, as included in the Agreement, and any additional and modified drawings issued by (or on behalf of) the Client in accordance with this Agreement.
“Manufacturer warranty”	means warranties issued by the producer of the goods supplied by the Signature Living as per this Agreement.
“Terms and Conditions”	means the current terms and conditions, that may be amended from time to time by Signature Living,



in their discretion. For easiness of referencing, any reference to “this Agreement” shall be a reference to the current terms and conditions.

“Quotation”	means the Quotation as part of the Letter of Award
“Variation”	means any change made to the Agreement
“Works”	means turnkey and/or interior fit-out of the WorksProject, as detailed in the Letter of Award, Quotation and Contract;

1. SCOPE OF WORK

- 1.1 Signature Living agrees to perform the Works for the Project, ensuring all needed services are duly managed, supervised and delivered as per the Agreement. In consideration of the payments to be made by the Client to Signature Living as hereinafter mentioned, Signature Living hereby covenants with the Client to execute the Works and remedy any defects therein, in conformity with the provisions of these Terms and Conditions.
- 1.2 The Client hereby covenants to pay Signature Living, in consideration of the execution and completion of the Works, the Contract Value at the times and in the manner prescribed by the Agreement. The Contract Value and modality of payment are of strict application and interpretation and the Client shall not be authorized to withhold payments from Signature Living, save as expressly provided in these Terms and Conditions at Clause 20 (“Disputed Invoices”).
- 1.3 Signature Living agrees to provide all materials, tools and equipment required and also the necessary manpower, unless otherwise specified in the Agreement, for the execution of the Works.

2 QUALITY STANDARDS and BINDING PROCESS

- 2.1 Signature Living agrees to maintain the quality of work and workmanship in all the activities of the Works and adhere to the Client’s fabrication and installation standards as included and agreed in the Agreement, together with the standards prescribed by local authority regulations & guidelines (such as Municipality, Electricity and Water Authority, Civil Defense or any relevant governmental authority).
- 2.2 Based on the initial Clients brief, Signature Living will, together with the Client develop an understanding of the desired Works.
- 2.3 Upon understanding the Client’s requirements, Signature Living will issue a Letter of Award including Quotation. The Letter of Award, as well as any other subsequent amendments, variations and / or changes are subject to the current Terms and Conditions. The Parties understand that the Letter of Award is an initial estimate of Works, including the Contract Value and the Client understands that the final Contract Value and deadlines are only issued after Signature Living has prepared the final Design, Bill of Quantity, Budget and Planning for the Project.



- 2.4 At the moment of issuance of the Letter of Award, the Client will be required to make a down payment (“Down payment”). This Down payment represents a fair compensation for the efforts of Signature Living to assure a slot for the execution of the Works, the allocation of project management and labor, to provide the Design and estimate the Scope of Works for the Project. In no cases the Down payment is refundable but, in all cases, the Down payment shall be accounted for the final Contract Value and shall be considered a payment made towards the Contract Value.
- 2.5 Considering the above, the Scope of Work (including the execution timelines, modality and terms of payment and the execution deadlines) shall be included in the Contract, after the issuance of the Design, and this Contract shall be final as to the Scope of Work, save as changes and variations as per Clause 4. Signature of the Client on the Letter of Award represents his engagement to these Terms and Condition and execution of the Agreement, therefore by signing the Letter of Award the Client is bound by the Agreement, even if no amount of money is paid yet to Signature Living.
- 2.6 The Contract shall also include an estimate of quantities of materials needed for the execution of the Project, in the form of a Bill of Quantities or BOQ. The Bill of Quantities forms an integral part of the Agreement and the amounts to be paid under the Contract shall be binding to the Client.

3 ACCESS TO THE PROJECT SITE

- 3.1 The Client shall give to Signature Living the right to access and possession of all parts of the Project Site within the times stipulated in the Agreement. The Client shall provide possession of any foundation, structure, plant or means of access, and shall do so in the time and manner stated in the Agreement.
- 3.2 Any delay, obstruction, partial access on the part of the Client to give Signature Living access to the Project Site shall not be imputable to Signature Living and will lead to the Client being in default and be liable to compensate Signature Living, as per Clause 11.

4 CHANGES and VARIATIONS

- 4.1 Any Client required change / addition in specification other than mentioned in the Agreement is referred to as variation and is subject to revision in the rates and will affect and most probably delay the Completion, at no liability for Signature Living. Any other item of work other than mentioned in the Agreement will be treated as variation of the Works. All variations and the costs thereof must be submitted by Signature Living and approved in writing by the Client, prior to commencement of the variation works. Absent of such consent, Signature Living shall continue with the Works as per the Agreement and shall accordingly invoice the Client.
- 4.2 If the Client alters the Design or Scope of Work included in the Agreement, any modification in the Scope of Work and / or the BOQ will incur payments to be made for the actual quantities and manpower, as amended and as specified by Signature Living. Based on such modifications and subject to Clause 4.1, Signature Living will indicate new deadlines for Completion.



- 4.3 If it is agreed by the Parties that the Client will supply certain goods, products and / or services for the Works, then such supply is at no liability for Signature Living and any delay in Completion caused by such supply shall not be imputable to Signature Living, for any reason whatsoever.

5 HEALTH, SAFETY & ENVIRONMENT COMPLIANCE

- 5.1 Signature Living is liable to implement and comply with all the Health, Safety and Environment precautions and procedures during execution of the Works, as required by the Applicable Law. The personnel shall hold valid 'Workmen Compensation Insurance Policy' documentations throughout the Contract period. The Client is not liable for any safety related issues, hazards (machines and manpower) and penalties etc. on site or off site for the Work, unless the Client has acted negligently, omitted things or has willfully misconducted.
- 5.2 Signature Living agrees to ensure proper code of conduct from his workers and other staff and to ensure his team avoids intentional misbehavior or / and other intentional objectionable activities.

6 UNFORESEEABLE CONDITIONS

- 6.1 For the purposes of this Clause, "physical conditions" means natural physical conditions and manmade and other physical obstructions and pollutants, which Signature Living encounters at the Project when executing the Works, including sub-surface and hydrological conditions.
- 6.2 When Signature Living discovers physical conditions that, in the view of Signature Living, are unforeseeable, Signature Living shall give notice to the Client. This notice shall describe the physical conditions, shall set out the obstructions they pose for the Works and shall set out the reasons why Signature Living considers them as being unforeseeable. Signature Living may, without being obliged to, recommend measures for redress of these conditions and shall continue with the Works only if possible, given these conditions. The Client agrees that these unforeseeable conditions may delay Completion and this shall not be at Signature Living's liability, for any reason whatsoever. Likewise, it is the Client's sole responsibility to remedy such conditions and Signature Living shall continue the Works only after such remedy, save as other Works that may be performed in the meantime, strictly subject to this Clause and Signature Living's evaluation and decision.
- 6.3 Unforeseeable physical conditions are a variation to the Agreement and entitles Signature Living to modify the Contract Price so as to reflect any delays, additional compliance and / or additional manpower or material needed in view of continuing the Works.
- 6.4 In case either of the Parties is totally or partially unable to fulfil one or more of the obligations under the Agreement as a result of acts or occurrences beyond the control, though partial, of the party involved such as, but not limited to, actions, omissions, impositions by local federal or national government authorities, fire, flood, earthquake and other natural disasters, Acts of God, war, revolution, strike, fuel shortages, shortage of raw materials, the party involved will be totally or partially relieved from fulfilling its contract obligations during the period of force



majeure, provided that the party involved notifies the other party of the circumstances as soon as reasonably possible.

7 PAYMENT TERMS and SUSPENSION OF WORKS

- 7.1 The Client shall pay Signature Living remuneration for the services to be rendered by Signature Living in relation to the Works, as stipulated in the Agreement. Such overall remuneration represents the Contract Amount. The Agreement stipulates the payment terms.
- 7.2 Except the Down payment which needs to be paid upfront, payments will be made by the Client in net amounts and without deduction within seven (07) calendar days from the date of Signature Living's invoice. The payment terms are strictly nonnegotiable and non-amendable and the Client acknowledges that the payments made on time are a precondition for Signature Living to be able to execute the Works.
- 7.3 Absent of full payments being received by Signature Living within the deadline stipulated at Clause 7.2 or in case of partial payments, Signature Living has the right to suspend the Works with immediate effect and with no notification being needed to such extent. Needless to mention, the Client acknowledges that suspension of the Works affects Completion and in such case, Signature Living has no liability, for any reason whatsoever, for eventual delays or damages caused by such delays, of any nature whatsoever. The Client acknowledges that nonpayment, part payment or late payment of the invoices are cases of default of the Client under the current Agreement.
- 7.4 In all cases, Signature Living shall mobilize the Works only after receipt of the Down payment (and other advance payments due), as specified in the Agreement. In case of remobilization of the Works after suspension, Signature Living shall invoice and the Client shall pay an amount of 2% of the Contract Value as remobilization fee. This remobilization fee is a nonexclusive remedy and it does not exclude Signature Living's right to pursue further actions in view of recovering damages, if caused by the suspension and / or remobilization of Works.
- 7.5 In case suspension of works exceeds fifteen (15) calendar days, then Signature Living has the right to terminate the Agreement with immediate effect, by written notice to the Client. The Client acknowledges that such termination will be a termination for the Client's breach and agrees to indemnify and hold harmless Signature Living of any damages caused to Signature Living, being them direct or indirect, moral or consequential, so caused.
- 7.6 All payments under this Agreement, including penalties or incidental charges, shall be made on or before their respective due dates without the necessity of demand or legal or judicial action. Failure to make any such payment on time shall entitle Signature Living to charge penalty, of 5% of the invoice amount, with a fraction of a month counted as one month, without prejudice to other remedies available to Signature Living under this Agreement or under the Applicable Law. This Clause survives termination, discharge and / or expiry of this Agreement.



8 OBLIGATIONS OF THE CLIENT

- 8.1 The Client ensures that Signature Living 1. has all required documentation and (digital) plans to ensure that Signature Living can apply for the required approvals and is able to prepare the design and 2. has unobstructed access, gate passes and permissions to enter the Project for the full duration of the contract. It is the Client's obligation to ensure that the Project has stable connections to water and electricity. Any delays or hinderances in access may affect the Completion and this shall not be imputable to Signature Living.
- 8.2 The Client ensures that the Project has water and electricity supply, and this shall be kept active for the full duration of this Agreement. Any delays or hinderances in access may affect the Completion and this shall not be imputable to Signature Living.
- 8.3 Notwithstanding the above clauses 8.1 and 8.2, Signature Living shall invoice and has the right to be paid according to the Agreement, irrespective if the Client arranges access to the Project and the supply of electricity and water.
- 8.4 Signature Living shall be informed of any interior designers or third-party contractors appointed by the Client. Whereas Signature Living will, in good faith, attempt to communicate with these interior designers or third-party contractors for the smooth execution of works, it is finally the Client's sole responsibility to ensure that they will provide their scope of work to Signature Living and will coordinate with Signature Living. Signature Living has no liability for the works of these interior designers and / or third-party contractors and any delay or hinderance caused to the Signature Living Works by these interior designers and / or third-party contractors shall be at the sole responsibility of the Client.

9 COMPLETION

- 9.1 Signature Living agrees that the Works shall be completed and handed over to the Client in the times and deadlines stipulated in the Agreement or such extended period as may be incident or mutually agreed in writing between the Parties. Completion of works entitles Signature Living for payment for the full Contract Amount and this shall be applicable irrespective if the hand over occurred or not. In case of delays or non-payments, Signature Living has the right to refuse hand over of the Project and shall have the rights stipulated in these Terms and Conditions.
- 9.2 Signature Living allows the clients to pay a portion of 2% of the Contract Value on or around the date of Completion. For this, together with the Client, Signature Living will inspect the Project and create a snag list, on the last day of installation or else, as determined by Signature Living. Based on this snag list, Signature Living will provide to the Client the Completion date and on such date, the Client shall process payment of the remaining amount of 2% of the Contract Value. Payment for that amount will occur prior to Signature Living applying for the release of the completion certificates from the relevant authorities and as a precondition of such release. No amount of money shall be retained by the Client from the amounts due to Signature Living and, in case of Disputed Invoices, Clause 20 shall apply.



10 WARRANTIES

- 10.1 Signature Living expressly warrants that the goods and services described in the Agreement are i) free of liens or encumbrances, ii) merchantable and good for the ordinary purposes for which they are used, and iii) fit for the particular purpose for which they are intended. Signature Living warrants to the Client that the materials and equipment furnished under this Agreement will be free from defects not inherent in the quality required or permitted, save as these defects are manufacturer's defects and in such case are outside Signature Living's liability. The Signature Living's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Signature Living, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, Signature Living shall furnish reasonable evidence as to the kind and quality of materials and equipment used for the Works.
- 10.2 For items provided by Signature Living which are subject to manufacturer warranty, Signature Living provides to the Client the documents ascertaining such warranty. In all cases, these items are outside the responsibility of Signature Living. The manufacturer's warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions and, should the Client request Signature Living to assist with such items, then Signature Living may offer support, without being obliged to, and may charge a fee in this respect, if Signature Living so decides. Any such fees will be communicated to the Client and approved in writing by the latter, prior to Signature Living undertaking any actions in this respect.
- 10.3 The Client represents, warrants and undertakes to Signature Living that:
- 10.3.1 the Client has full power and authority to enter into the Agreement and to perform all its obligations under it, and that:
 - i. where the Client is an individual, the Client has legal capacity to execute the Agreement;
 - ii. where the Client is a company or incorporated entity, the Client has been and is duly formed under the laws of the place of its formation and has power and authority to deal in contracts and the person executing the Agreement has full power and authority to execute the Agreement on behalf of the Client.
 - 10.3.2 in executing the Agreement and in giving effect hereto the Client will not infringe any provision of any deed or other document or agreement to which the Client is a party.
 - 10.3.3 the Client has given careful consideration to its objectives and needs, and formed the opinion that:
 - i. the Services;
 - ii. the Agreement; and
 - iii. the Works,are fit for the Client's needs.



- 10.3.4 the Client has is ready, willing and able to engage Signature Living to perform the Works.
- 10.3.5 the Client has provided Signature Living with all Information necessary for it to complete the Works and the Agreement, including the Works, have been made in reliance of such information and at no liability for Signature Living thereto.
- 10.3.6 all Information (and other information) supplied to Signature Living, whether in writing or otherwise, is true and correct and not misleading as at the date it is provided to Signature Living and that, any changes to the Information will be notified to Signature Living at the earliest time practicable. The Client acknowledges that Signature Living will perform the Works in reliance on the Information provided by the Client and that Signature Living shall not be under any responsibility to verify the accuracy of any Information provided. Without limiting its rights under this clause, Signature Living shall not be liable to the Client for any liabilities arising from, or in connection with, a breach by the Client of this warranty.

10.4 The Client hereby acknowledges and agrees that:

- 10.4.1 Signature Living does not warrant that the Agreement is fit for any purpose other than for the Works.
- 10.4.2 Signature Living does not warrant the accuracy of the Agreement and / or of the Works under this Agreement if:
 - i. they have been altered or varied in any manner whatsoever by persons other than Signature Living; or
 - ii. if the information provided to Signature Living by the Client and relied upon by Signature Living to create the Works, is not true and correct or is misleading.
- 10.4.3 Signature Living's engagement pursuant to the Agreement is limited to performing the Works, and upon discharge of its performance obligations in respect to the Services, Signature Living is under no obligation to the Client, including without limitation, in respect to:
 - i. preparation of drawings or specification to be used or relied to perform the Works;
 - ii. advice, guidance, administration or adjudication in relation to any contract between the Client and any designer, consultant, project manager or contractor.
- 10.4.4 Signature Living does not, nor do its directors, officers, employees, contractors or agents guarantee or warrant the skill, diligence or due performance of any third-party consultant that may be introduced to the Client by Signature Living.



11 DEFAULT AND TERMINATION

- 11.1 Signature Living has the right to terminate this Agreement immediately in the event the Client:
- (a) commits a breach of the Agreement;
 - (b) breaches any of the Clauses of these Terms and Conditions;
 - (c) engages in persistent breaches of any of the terms of this Agreement;
 - (d) engages in any behaviour during the course of, or in connection with, Signature Living's engagement that can be characterised as an act or acts of dishonesty, fraud, neglect of duty or an act that has the potential to bring it into disrepute or cause loss to the Signature Living;
 - (e) does not:
 - (i) provide the Information requested by Signature Living within 14 days of Signature Living requesting the Information;
 - (ii) respond within 14 days to Signature Living's request to approve the Agreement;
 - (iii) does not approve the Agreement within 14 days from its issuance, provided that Signature Living has reasonably requested such approval prior to expiry of that period.
 - (f) is or is about to become insolvent.
- 11.2 The Client has the right to terminate the Agreement on a thirty (30) Business Days written notice in the event that Signature Living is insolvent.
- 11.3 Signature Living may terminate the Agreement with 2 weeks' notice in writing to the Client.
- 11.4 The Agreement shall automatically terminate upon Completion, except the terms that survive termination of the Agreement.
- 11.5 Immediately following discharge, expiry or termination:
- (a) both Parties must cease using any Confidential Information and Intellectual Property of the other and deliver any Confidential Information that it holds in any form up to the Client together with all materials related to it or in any way associated with it, possessed by or in the control of the party;
 - (b) both Parties must deliver to other party and cease using all property and materials belonging to the other party in their control; and
 - (c) the Client must pay all outstanding fees to Signature Living.
- 11.6 Termination of the Agreement pursuant to this clause is without prejudice to any right of action or remedy which has accrued or may accrue in favour of either Party. Obligations of payment survive the termination, expiry or discharge of the Agreement.
- 11.7 In case of termination according to Clause 11.1, all amounts paid by the Client to Signature Living shall be forfeited by the latter.



12 STATUTORY COMPLIANCE

- 12.1 Signature Living agrees to comply with all the statutory provisions relating to the scope of his obligation under the Agreement and shall obtain and maintain all applicable approvals, permissions, and licenses etc., required for the Works.
- 12.2 Signature Living agrees to provide to the Client a set of their registration documents including a valid commercial license, tax registration certificate, bank account details and insurance policies, when needed.

13 EMPLOYEE RELATIONS

- 13.1 The employees engaged by the Signature Living for performance of the Signature Living's obligations under the Agreement shall for, all purposes, be the employees of Signature Living and shall not have any employer employee relation or privity with the Client.
- 13.2 Signature Living shall have the right to assign any rights or interest occurring under the agreement at any time, without the prior consent of the Client, to its affiliate companies.

14 NOTICES

- 14.1 Any notice or other communication required or permitted hereunder shall be in writing in the English language and may be sent by email or courier or delivered by hand to the respective addresses of the Parties mentioned in the Agreement. For the valid service of an email notice, no acknowledgement of receipt is needed.

15 LAW AND DISPUTE RESOLUTION

- 15.1 All disputes arising out of or relating to this Agreement shall be subject to and finally settled by the Courts of Dubai (excluding DIFC Courts), which shall have exclusive jurisdiction.
- 15.2 This Agreement shall be governed by laws of Dubai and the Federal Laws of the United Arab Emirates ("Applicable Law").

16 ORDER OF DOCUMENTS

- 16.1 The following documents shall be deemed to form and be read and construed as part of the Agreement, and their order of priority shall be as follows:
- a. The Letter of Award and accompanying Quotation
 - b. These Terms and Conditions
 - c. The Contract including the Design, the Bill of Quantities (BOQ), The Budget and the Planning

17 ASSIGNMENT and SUBCONTRACTING

- 17.1 Signature Living:



- a. may assign, without the need to inform the Client, the whole or any part of the Agreement to a third party, being it an affiliate or another entity as Signature Living may decide and deem fit from time to time; and / or
- b. may, without the prior consent of the Client, assign its right to any moneys due, or to become due, under the Agreement to a third party, as Signature Living may deem fit;
- c. may appoint, as Signature Living deems fit for the Works, one or more subcontractors. By signing the Agreement the Client has agreed with their appointment and as such, the subcontractors' works shall not be imputable to Signature Living save as the case where Signature Living has agreed to directly supervise and /or manage the subcontractors.

18 CONFIDENTIALITY, DATA and PUBLICITY

- 18.1 As between the Parties, Confidential Information is, and at all times shall remain, the property of the disclosing Party. The Parties shall: (i) maintain the confidentiality of each other's Confidential Information and not disclose it to any third party, except as authorized by the original disclosing Party in writing; (ii) restrict disclosure of, and access to, Confidential Information of the other Party to employees, contractors, agents or consultants who have a "need to know" in order for the Party to perform its obligations or exercise its rights under the Agreement, and who are bound to maintain the confidentiality of the Confidential Information by the terms of nondisclosure no less restrictive than those contained herein; (iii) handle Confidential Information of the other Party with the same degree of care the receiving Party applies to its own Confidential Information, but in no event, less than reasonable care; (iv) use the Confidential Information of the other Party only for the purpose of performing, and to the extent necessary, to fulfill their respective obligations under this Agreement; and (v) promptly notify each other upon discovery of any unauthorized use, access or disclosure of the Confidential Information of the other Party, take reasonable steps to regain possession and protection of the Confidential Information of the other Party, and prevent further unauthorized action or breach of the Agreement with respect to Confidential Information of the other Party.
- 18.2 The receiving Party has no obligation to preserve the confidentiality of any information that is: (i) previously known, or received rightfully by the receiving Party without any obligation to keep it confidential; (ii) distributed to third parties by the disclosing Party without restriction; (iii) explicitly approved for release by written authorization of the disclosing Party; (iv) publicly available other than by unauthorized disclosure by the receiving Party; (v) independently developed by the receiving Party without the unlawful use of any of the disclosing Party's Confidential Information or any breach of the Agreement; (vi) open source software; or (vii) required to be disclosed under Applicable Law, court order, or other governmental authority lawfully demanding the Confidential Information, provided that the receiving Party complies with the obligations in Section 18.3.
- 18.3 If a receiving Party is required to disclose Confidential Information of the other Party under Applicable Law, court order or other governmental authority lawfully demanding the Confidential Information, the receiving Party shall: (i) to the extent legally permissible, give to the disclosing Party prompt written notice of the request and a reasonable opportunity to object to the disclosure and to seek a



protective order or other appropriate remedy; (ii) use reasonable efforts to limit disclosure; (iii) disclose only the Confidential Information specifically required and only to the extent compelled to do so; and (iv) continue to maintain confidentiality after the required disclosure.

- 18.4 Absent Client's prior written consent that may be withheld at Client's sole discretion, Signature Living may not communicate or publish the existence of any business relationship established by this Agreement except internally. Absent Client's prior written consent which may be withheld at Client's discretion, Signature Living will not use Client's or trademarks in connection with any advertising or promotional materials or activities, in a Web site, in a press release, or in other written, electronic, magnetic or laser media communications with, or services, materials or products provided to, third parties. Signature Living shall be permitted, without the Client's approval, to take any photographs or utilize photographs by others of the Project for use in any publicity or advertising or publish alone or in conjunction with any other person any articles, photographs or other illustrations relating to the Project nor impart to any publication, journal or newspaper or any radio or television programme any information regarding the Project. At such time, Signature Living shall make sure that the Client's identity is not disclosed.
- 18.5 By signing the Agreement and consequently these Terms and Conditions, the Client agrees that the Client's personal data will be processed according to Signature Living's Data Policy, which can be found at <https://signature-living.ae/termsandconditions.pdf> and represents a constituent part of these Terms and Conditions. The Client confirms it has read the Signature Living Data Policy and expressly consents to their personal data being used according to this Policy.

19 INTELLECTUAL PROPERTY

- 19.1 The Client acknowledges and agree that all right, title and ownership and interest in the Intellectual Property communicated to the Client by Signature Living, or created by Signature Living in connection with the Works, is permanently, irrevocably, solely and exclusively vested in Signature Living and shall remain with Signature Living, and that the Client will not attach or contest the validity of Signature Living right, title and ownership interest.
- 19.2 The Client must not do or permit anything to be done which is inconsistent with Signature Living's right, title or interest in its Intellectual Property. If contrary to this clause, the Client attaches or contests Signature Living's right, title or interest, Signature Living shall have unrestricted rights to enforce, exercise and obtain all legal rights and remedies against the Client including temporary, preliminary and permanent injunctive relief without any obligation to provide security or prove that money damages are an inadequate remedy.
- 19.3 This Clause 19 shall survive discharge, expiry or termination of the Agreement.

20 SECURITY

- 20.1 The Client hereby indemnifies and forever holds harmless Signature Living, its directors, employees, contractors and agents against all Liabilities, costs (including



legal costs, whether or not under a costs agreement, on an indemnity basis), expenses, damages (including all consequential, special and punitive damages), penalties or fines incurred by the Signature Living to any third party arising directly or indirectly from or in connection with, the Client's performance of its obligations under this Agreement or any breach by the Client of its obligations under this Agreement.

20.2 In case the Client has objections or doubts to an invoice of Signature Living or wishes to withhold payment on grounds that the Works are inconsistent with the invoice, the following procedure shall apply for all such invoices ("Disputed Invoices"):

- I. The Client is not entitled to withhold payments due to Signature Living, for any reason whatsoever;
- II. In case of a Disputed Invoice, the Client shall pay such invoice in the terms therein stipulated in order to avoid suspension of Works and / or termination of the Agreement for breach;
- III. The Client shall immediately after payment notify Signature Living that the invoice is disputed and shall substantiate in writing the points that require attention, remedy or additional works on the part of Signature Living;
- IV. Signature Living will reply within 48 hours with the actions to be taken on all the points mentioned in the Client's notification, including the timeframe needed for remedy, if needed;
- V. if the Client is not content with the reply, the Client shall refer to the jurisdiction clause in the Terms and Conditions and shall refer the dispute to Courts;
- VI. even in the case mentioned at subclause (v) above, nonpayment of the invoices and / or partial payment shall entitle Signature Living to delay penalties, termination and / or suspension of Works, as the case may be.

20.3 This Clause 20 survives discharge, expiry, or termination of the Agreement.