

**CLIENT AGREEMENT**

**BETWEEN**

**HOLBORN ASSETS LIMITED**

**&**

**CLIENT'S NAME**

## CLIENT AGREEMENT

This Agreement (hereinafter the "**Agreement**") is hereby concluded on 23<sup>rd</sup> of February 2024 by and between:

**HOLBORN ASSETS LIMITED**, a company incorporated under the laws of The Bahamas, with Registration No. 110,216B with Registered Address: Suite 205A, Saffrey Square, Bank Lane & Bay Street, P. O. Box N-4244, Nassau, Bahamas, having its Correspondence address at Level 15, Al Shafar Tower 1, Dubai, UAE Po Box 33851 (hereinafter as "**Holborn**"), on the one part;

AND

**CLIENT'S NAME**, Holder of Passport/ Identity Card No. **XXXXX**, with residential **.....**, (hereinafter the "**Client**") on the other part;

Additionally, hereinafter individually referred to as the "**Party**" and more than one party collectively identified as the "**Parties**".

### SCOPE OF THE AGREEMENT

- A. Holborn Pass has specialized knowledge in Immigration and Citizenship Programs worldwide and has experience assisting clients with their applications for residence and/ or citizenship in multiple different countries.
- B. The Client wishes to acquire residence and/or citizenship in the country as specified in **Appendix A**.
- C. The persons who are to be included in the Client Application are specified in **Appendix B**.
- D. Holborn will assist the Client as an applicant under the Residence and/or Citizenship Program specified in **Appendix A**, subject to the satisfaction of the applicable due diligence and regulatory requirements with which the Client and his/her Family Members must comply.
- E. Holborn shall coordinate and take actions for and on behalf of the Client in relation to the Client's Application
- F. The Client agrees that Holborn is not contracted to act in any capacity for the provision of immigration/migration, investment advice, tax structuring, real-estate and/or any other legal advice and/or related services.
- G. The Client agrees to pay the fees to Holborn pursuant to Clause 3 and **Appendix A**.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto intending to be legally bound, do hereby agree and lay the terms of their common understanding as follows:

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### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless inconsistent with the context or otherwise specified, the following words and expressions have the following meanings:

- a) "Agreement" means this client agreement and the Appendices attached to it;
- b) "Advisor" means any or all third party legal, tax, real-estate, immigration/migration or other advisors, consultants or service providers who may provide advice and/or services to the Client under separate terms and conditions between the Client and the relevant Advisor;
- c) "Approval in Principle" means conditional approval of the Client Application given by the necessary Government Authorities;
- d) "Client Application" means, collectively, the application forms relating to the Client and any Family Member, and all related documentation, as required in connection with the Program;
- e) "Country" means the country or territory specified in **Appendix A** where the Client wishes to acquire residence and/or citizenship;
- f) "Effective Date" means the date on which Holborn confirms, after having received the Agreement duly signed by the Client with attached copy of the passport of the Client and, if applicable of any Family Member, satisfactory outcome of the initial due diligence undertaken by Holborn;
- g) "Extra Due Diligence Fees" ("EDDF") means any additional payment required pursuant to Clause 3 of this Agreement and **Appendix A** if the Client or as the case may be a Family Member is assessed by Holborn as high risk;
- h) "Family Member" means any member of the Client's family who is referred to in **Appendix B**;
- i) "Government Authority" means any government authority which handles the Client Application in the Country;
- j) "Holborn Agents" means any and all Holborn Group companies and/or third parties to whom Holborn may, in its sole discretion, delegate the performance of any or all of the Services from time to time;
- k) "Holborn Fees" means the fees payable by the Client to Holborn in respect of the Services, as specified in Clause 3 and **Appendix A**;
- l) "Holborn Group" means Holborn and all its group subsidiaries, sister and associate companies or any holding company of Holborn from time to time;
- m) "Politically Exposed Person" (or "PEP") is an individual person who has at any time been entrusted with a public function or who is an immediate family member or a close associate of such person;
- n) "Personal Information" means any identifiable information about the Client or any Family Member, including, but not limited to, their name, address, e-mail address, date of birth, gender, identification numbers, income, employment, assets, liabilities, source of funds, source of wealth, payment records, personal references, investment objectives, financial plans, credit reports and other financially-related information as well as information concerning personality, travel details, lifestyle, leisure activities, qualifications, skills and career history, and other information of a personal nature;

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- o) “Program” means the residence or citizenship program of the country or territory to which the Client is making his Client Application;
- p) “Qualifying Investment” means an investment in real-estate or other investment, or a non-refundable contribution required to qualify for residence or citizenship in the Country, under the Program; and
- q) “Services” means the services to be provided, arranged or facilitated by Holborn for the Client in relation to the Program, pursuant to Clause 2 of this Agreement and **Appendix A**.

## **2. SERVICES PROVIDED BY HOLBORN**

Holborn shall provide the Services set out in this Clause 2 and in Appendix A on and subject to the terms of this Agreement:

- 2.1 In providing the Services, Holborn shall be entitled to delegate any or all of its obligations under this Agreement to any Holborn Agent(s).
- 2.2 For better customer service, Holborn may also suggest and introduce one or more Advisors to the Client. Periodically, Holborn will be given access to all records and documentation relating to the Client and/or any Family Member which may be in the possession and control of these Advisor(s). The way in which such documentation shall be processed by Holborn is regulated by Clause 12 of this Agreement. It is hereby acknowledged and agreed that any services provided by the Advisor(s) may require separate terms and conditions as to be agreed between the Client and/or the Family Member(s) on the one hand, and the relevant Advisor on the other, in respect of the provision of the latter’s services. In any case, Holborn shall carry no liability whatsoever for the acts or omissions of the Advisor(s).
- 2.3 Additionally, as part of the services, the Client shall be given direct access to a Holborn officer who will personally oversee the Client’s file.
- 2.4 As part of the Services, Holborn to the best of their abilities shall provide assistance to the Client to gather the required documents for the Client Application with such assistance to be provided through a Holborn officer/employee or through a Holborn Agent.
- 2.5 Subject to Clause 4.6, upon the Client Application being fully gathered and ready to be submitted, the Client Application shall be lodged on the Client’s behalf with the relevant Government Authorities.
- 2.6 Holborn shall obtain regular updates on behalf of the Client from the relevant Government Authorities regarding the progress of the Client Application and shall update the Client accordingly when this information becomes available.
- 2.7 After submission of the Client Application, to the best of their abilities Holborn shall assist in order to achieve a positive outcome; provided however, that the Client acknowledges and agrees that the approval of the Client Application is always under the sole discretion of the relevant Government Authorities.
- 2.8 When providing the Services, Holborn warrants that it shall use skill and care to the best of its abilities, carry out its work in a timely and professional manner; and comply with all applicable regulatory requirements; but all other warranties, representations, assurances, guarantees, and undertakings, express or implied, whether by statute or otherwise in respect of the Services (including without limitation as regards the merits or likely success of the Client Application and/or the Client’s proposed residence and/or citizenship in the Country) are hereby excluded by Holborn to the fullest extent permitted by law.

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2.9 It is clearly accepted and agreed that within the Services of this agreement, Holborn will coordinate through Advisors advice and/or assistance in connection with legal, tax, immigration, real- estate, regulatory or other matters whether pertaining to the current country of residence and/or citizenship of the Client and/or any Family Member or to any other country or jurisdiction. The Client confirms that Holborn has no obligations or liabilities under this Agreement in respect of any such matters.

2.10 Apart from the services mentioned in this Clause 2 and in Appendix A no other services will be undertaken by Holborn as part of this agreement. Any services not included will be subject to a separate offer and agreement between the Client and Holborn or, in case such additional services may not be offered by Holborn, another Holborn Group company.

### **3. FEES, COSTS AND EXPENSES**

3.1 The Client agrees to pay the fees and payments as described in **Appendix A**. **Appendix A** also sets out the payment stages of these fees.

3.2 The Client will be liable for any taxes that arise in connection with the application for Residency/Citizenship of the Country, and Holborn is not liable for the Client's tax obligations.

3.3 For the avoidance of doubt, none of the fees, surcharges, payments, costs and expenses referred to in the foregoing provisions of this Clause 3 and/or Appendix A include:

- a) accommodation and travel costs incurred by the Client and/or any Family Member in relation with the Client Application and/ or their proposed residence and/or citizenship in the Country.
- b) the hourly rates and/or any costs and expenses incurred by any Advisor or any other consultants who provide assistance in connection with the Client Application and/or residence and/or citizenship in the Country, or whom the Client may otherwise elect to retain independently, and, for the avoidance of doubt, the Client shall be directly and solely responsible for all such payments, rates, costs and expenses referred to in this Clause 3.3 (a), (b).

### **4. OBLIGATIONS, WARRANTIES AND FURTHER ACKNOWLEDGEMENTS OF THE CLIENT**

4.1 The Client shall promptly give Holborn true, complete and accurate information and documentation which will be requested by Holborn in order for the Client Application to be properly prepared.

4.2 The Client warrants that he has sufficient funds in order to apply for program in **Appendix A** and acknowledges and agrees that he is ready and willing to fulfill the conditions for the program which among others may include:

- a) sufficient health insurance cover;
- b) proof of sufficient funds;
- c) appropriate accommodation;
- d) making a Qualifying Investments;

4.3 The Client shall not make any false, incomplete or misleading statements to Holborn or any Holborn Agents and shall immediately and without delay notify Holborn of any inaccuracies, problems and/or issues which are or may be relevant to Holborn and the due diligence undertaken by Holborn or the Client Application.

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- 4.4 The Client specifically warrants that neither the Client nor any Family Member has any serious criminal records or is subject to ongoing investigations, criminal proceedings or litigations against him/them, of which the Client has not informed Holborn. Without prejudice to the generality of Clause 4.4, the Client undertakes that, should any such investigations, criminal proceedings or litigations arise or be threatened, as the case may be, during the term of this Agreement, the Client will immediately and without delay notify Holborn.
- 4.5 In the event that any information supplied to Holborn regarding the particulars or situation of the Client or any Family Member changes during the term of this Agreement, the Client shall immediately and without delay inform Holborn of such change.
- 4.6 The Client acknowledges and agrees that he/she and his/her Family Members may have to file his/her/their Client Application personally (with the support of Holborn), and that he/she and his/her Family Members may have to appear personally several times before various Government Authorities, and warrants that he/she is ready, willing and able to do so.
- 4.7 The Client acknowledges that he/she has had the opportunity to consider and obtain independent legal advice prior to entering into this Agreement and has not relied on any express or implied representation, written or oral, of Holborn or any other party as an inducement to enter into this Agreement. The Client further acknowledges that where he/she has chosen not to obtain such independent legal advice, notwithstanding it having been recommended to the Client, then the Client, having had the opportunity to obtain such independent legal advice, he/she expressly waives his/her right to such advice, and does so freely and without compulsion or threat. The Client acknowledges that he/she understands his/her rights and obligations under this Agreement and confirms that he/she enters into this Agreement voluntarily.
- 4.8 The Client acknowledges that in connection with the Services and referral that Holborn are offering under this Agreement, Holborn may receive fees, commissions, retrocessions and/or other monetary benefits from other parties, including third parties and other Holborn Group companies. The Client hereby waives disbursement of fees, commissions, retrocessions and/or other monetary benefits which Holborn receives in connection with the investment of the Client and Holborn's performance of its obligations under this Agreement and undertakes not to assert any claims thereto.
- 4.9 The Client certifies that he/she will not use the Services in a manner which may violate any applicable laws and accepts full responsibility for complying with all such laws. Without prejudice to the generality of the foregoing, the Client declares that the Services will not be misused to undermine the OECD/G20 Common Reporting Standard or to otherwise evade taxes, evade sanctions, or commit fraud or any other crime.

## **5. TAXES, TAX ADVICE AND LEGAL ADVICE**

- 5.1 The Client shall be solely responsible for, and shall pay directly, any and all taxes that may arise or be levied at any time, and Holborn shall not pay, and shall not be under any obligation to pay, at any time, any tax demands or tax liabilities of the Client and/or any Family Member, whether from any payment made by the Client to Holborn or otherwise.
- 5.2 The Client acknowledges that it is his/her sole responsibility to be aware of the impact and/or effect that an acquisition and/or a change of residence and/or citizenship may have on his/her current residence and/or citizenship status, tax status, family and matrimonial property status within his/her home country and/or any other jurisdictions in which they have citizenship or

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reside and to seek advice with respect to the foregoing before proceeding with the Client Application.

5.3 Notwithstanding that Holborn may appoint Advisors on behalf of the Client and/or his/her Family Members or otherwise arrange for the Client and/or his/her Family Members to receive tax planning, legal, real- estate, immigration, investment advice and/or other advice as part of the Services, the Client acknowledges and agrees (for himself/herself and his/her Family Members) that they are ultimately responsible for availing themselves of the advisors mandated for and introduced to them and for ensuring that they receive the tax, legal, real estate, immigration, investment advice and other advice that they need to decide whether to seek residence and/or citizenship in the Country.

## **6. INDEMNIFICATION**

6.1 Subject to Clause 6.2, the Client shall indemnify Holborn (for itself, its directors, officers and employees, and any and all Holborn Agents) against any and all losses, damages, costs, expenses, debts, obligations, liabilities, claims, demands and actions suffered or incurred by any of them arising directly or indirectly out of or in connection with:

- (a) the Services;
- (b) this Agreement; and/or
- (c) the termination of this Agreement.

6.2 The indemnity in Clause 6.1 shall not apply if and to the extent that any such losses, damages, costs, expenses, debts, obligations, liabilities, claims, demands and/ or actions are caused by willful default, bad faith or gross negligence on the part of Holborn or the relevant officer, employee or Holborn Agent.

## **7. LIMITATION ON LIABILITY**

This Clause 7 sets out the entire liability of Holborn, whether in contract, tort (including but not limited to negligence), by statute or otherwise arising out of or in connection with this Agreement:

7.1 Holborn shall not be liable to the Client (whether in contract, tort, by statute or otherwise) in respect of any loss (whether actual or anticipated) and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with this Agreement including without limitation: loss of revenue, loss of anticipated savings, loss of profits, loss of business, loss of citizenship or residence status rights, and/or any health issues. The total liability of Holborn to the Client under or in connection with this Agreement shall in any case not exceed an amount equal to the total Holborn Fees actually received by Holborn from the Client in respect of the Services.

7.2 Holborn shall not be liable for any act, omission or failure of: any Government Authority, Parliament, Court or other sovereign, executive or judiciary body of any country, or the European Union or other supranational organization, or the United Nations or other international organization; any financial institution to which Holborn may introduce the Client and/or any Family Member; any third party advisor and/or consultant (including any tax advisor, legal advisor, real-estate advisor and other specialists or experts) to whom Holborn may introduce / refer the Client and/ or any Family Member; and/or any other third party.

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7.3 Holborn, however, does not exclude or limit its liability arising from its gross negligence or willful default.

7.4 The Client acknowledges and accepts that Holborn does not and will not accept any responsibility or liability whatsoever with respect to any payments due under or in connection with the Client Agreement that are made by the Client to an account held in a name other than the name of Holborn and/or not under the control of Holborn.

## 8. TERM AND TERMINATION

8.1 This Agreement shall commence on the Effective Date.

8.2 The Client may terminate this Agreement at any time on 30 days' written notice to Holborn. This Agreement shall terminate automatically if the Program ceases to operate for any reason or in the case of death, disability or bankruptcy of the Client or any other event which makes it impossible to proceed with the Client Application and/or residence and/or citizenship in the Country.

8.3 Notwithstanding anything to the contrary set out in this Agreement, Holborn may, at its sole option, immediately terminate this Agreement by written notice to the Client at any time if:

- (a) the Client breaches any of his/her obligations in Clause 3 or in Clause 4;
- (b) the Client Application is finally rejected; or
- (c) any legislative, governmental and/or regulatory changes are made in the Country (whether with retrospective or future effect), or (without prejudice to Clause 10) any other event occurs beyond the reasonable control of Holborn, which prevents or severely limits Holborn's ability to perform the Services.

8.4 The termination of this Agreement for whatever reason shall not affect any accrued rights or liabilities of either Party under this Agreement or the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue to be in force on or after termination.

8.5 Additional termination clauses may be specified in **Appendix A**.

## 9. REFUNDS

9.1 The Client agrees that neither any retainer fees nor any other fees paid to Holborn, including fees and charges (if applicable) in clause 3 and **Appendix A**, will be refundable and that all such fees will be retained by Holborn, whether or not the Client Application is successful.

9.2 Additional refund clauses may be specified in **Appendix A**.

## 10. FORCE MAJEURE

Holborn shall not be liable for any delay, interruption or failure in performing the Services due to unforeseen circumstances or causes beyond its reasonable control, including but not limited to any changes to the Program.



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### **11. WAIVER**

- 11.1 No neglect, delay or indulgence on the part of Holborn in exercising or enforcing any right or remedy provided by this Agreement or by law will be construed as a waiver of that or any other right or remedy.
- 11.2 No single or partial exercise or enforcement of any right or remedy will preclude or restrict the further exercise or enforcement of any such right or remedy.
- 11.3 No waiver by Holborn shall be valid unless in writing and signed by a duly authorized representative of Holborn.

### **12. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION**

- 12.1 All information relating to the Client and his Family Members shall be treated as confidential by Holborn and shall not be used or disclosed without the prior written consent of the Client unless such information is being used or disclosed as set out in this Clause 12.
- 12.2 The Client and all Family Members agree to treat all information relating to Holborn, the Holborn Agent and/ or any Advisors, including know-how, procedures, and any documents related to the procedures as confidential.
- 12.3 Holborn shall act as the data controller in relation to Personal Information relating to the Client and his or her Family Members and thereby Holborn will process and transfer personal Information in order to be able to provide the Services, in order to ensure compliance with industry standards and best practice in relation to fraud prevention and the detection and prevention of money laundering, in the case of establishing, exercising or defending legal claims and/or where applicable, in order to comply with legal obligations in terms of prevention of money laundering and funding of terrorism regulations.
- 12.4 In carrying out such processing, Holborn may be required to disclose to:
  - (a) any Holborn Group company and/or Holborn Agent;
  - (b) any Advisor;
  - (c) any relevant Government Authority;
  - (d) any other third party connected with the Services, including due diligence service providers engaged by Holborn with the performance of due diligence and background verification checks on the Client and, if applicable, any Family Member;
  - (e) any relevant government, legislative, regulatory or tax authority or registry, or any other person to whom disclosure is required by law or a body of competent jurisdiction at any time;
  - (f) any party who introduced the Client to Holborn if this is necessary or useful for providing the Services, any and all relevant Personal Information and other confidential information relating to the Client and/or his Family Members; or
  - (g) any of Holborn's or a Holborn Group company's legal or tax advisors.
- 12.5 In accordance with Holborn's legitimate interests, personal Information and other confidential information relating to the Client and/or his/her Family Members may be stored by Holborn for future use to inform the Client from time to time about activities, offers, or information that Holborn believes would be useful to the Client ("Marketing Purposes"). Holborn will not share

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your Personal Information and other confidential information for Marketing Purposes with other third parties without first asking for your consent.

12.6 Holborn shall retain the Personal Information relating to the Client and if applicable any Family Member for the duration of the Services and for a maximum period of five years after the termination of the Services.

### **13. ASSIGNMENT AND SET-OFF**

13.1 This Agreement shall be binding on and inure for the benefit of the successors and permitted assigns of the Parties.

13.2 Holborn shall be entitled to assign any of its rights and/ or obligations under this Agreement at any time to any third party.

13.3 The Client shall not assign, encumber, dispose or otherwise transfer any of his rights and/or obligations under this Agreement to a third party.

### **14. NOTICES**

14.1 All notices with respect to this Agreement shall be in writing, in the English language or with an English translation, delivered by hand, first class post, courier, fax or electronic mail to the address of the addressee as set out in this Agreement, or to such other address as the addressee may from time to time have utilized for the purpose of this clause, or sent by facsimile transmission or e-mail.

14.2 Notices shall be deemed to have been received:

- a) if sent by first class post, two business day after posting (exclusive of the day of posting);
- b) if delivered by hand: on the day of delivery;
- c) if sent by email or facsimile: at the time of transmission;
- d) if sent by courier: at the time of delivery.
- e) any other way that both parties mutually agree on

### **15. SEVERABILITY, GOVERNING LAW AND SETTLEMENT OF DISPUTES**

15.1 This Agreement are governed by and shall be construed in accordance with the law of the United Arab Emirates.

15.2 Any dispute arising from or in connection with this Agreement, including but not limited to disputes related to the substance, enforceability or termination of this agreement, shall be resolved in the DIFC Courts in the United Arab Emirates.

15.3 If one or more provisions of this agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

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### **16. GENERAL CLAUSES**

- 16.1 The Preamble and the Appendices of this agreement are incorporated by reference into, and are an integral part of, the operative terms of this Agreement, and together constitute the Agreement and the entire agreement between the Parties.
- 16.2 This Agreement constitutes the entire agreement and understanding of the Parties, and supersedes any previous communications, agreements and/or arrangements (whether written or oral) between the Parties, in relation to its subject matter, provided that nothing in this Agreement shall limit or exclude any liability for fraudulent misrepresentation.
- 16.3 Any changes to this Agreement shall be valid and effective only if in writing and signed by an authorized representative of each Party.
- 16.4 References to Clauses and Appendices are to clauses of and the Appendices to this Agreement.
- 16.5 Words implying gender include each gender.
- 16.6 The singular includes the plural and vice versa.
- 16.7 Headings of the Clauses in this Agreement are included for reference only and do not affect their interpretation.
- 16.8 References to any statute or any part of any statute include any statutory amendment, modification or reenactment in force from time to time and references to any statute include any orders, regulations or similar secondary legislation made under it.

### **17. COUNTERPARTS, ELECTRONIC COMMUNICATION AND SIGNATURES OF THE PARTIES**

- 17.1 This Agreement should be executed in two counterparts, each of which will be deemed to be an original and both of which will together constitute one and the same instrument. This Agreement is validly executed as soon as it has been signed by the Client. Delivery of an executed copy of this Agreement may be effected by e-mail or other means of electronic communication producing a printed copy.
- 17.2 Notwithstanding that delivery of this Agreement by e-mail or other means of electronic communication producing a printed copy is permitted under Clause 17.1, the Client agrees to personally deliver, or to deliver by prepaid registered mail or courier, to Holborn the signed two originals of this Agreement within 14 days of the Client executing the same.

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**Signed Client Agreement**

I have carefully read and have fully understood the whole content of this Agreement with which I absolutely and unreservedly agree and that I / we accepts that I / we shall be fully bound by these terms.

By signing this agreement, I hereby agree to my/our personal data being shared with any relevant party in order for the services to take place.

<b>Signature</b>	
<b>Client Name</b>	
<b>Date</b>	

<b>Signature</b>	
<b>Name</b>	
<b>Position</b>	Referring Adviser - Holborn Group of Companies
<b>Date</b>	