

TERMS AND CONDITIONS

Nadmah Consulting FZCO

Last Updated: May 14, 2026

1. INTRODUCTION AND ACCEPTANCE

These Terms and Conditions ("Terms") govern your use of services provided by Nadmah Consulting FZCO ("Nadmah," "we," "us," or "our"), a company registered in Dubai Silicon Oasis, Dubai, United Arab Emirates.

Company Details:

Legal Name: Nadmah Consulting FZCO

Registration Number: DSO-FZCO-32767

License Number: 34785

Registered Address: IFZA Business Park, Dubai Silicon Oasis, DDP, Dubai, UAE

By engaging our services, accessing our website, or entering into any agreement with Nadmah, you ("Client," "you," or "your") acknowledge that you have read, understood, and agree to be bound by these Terms.

2. SERVICES

2.1 Scope of Services

Nadmah provides advisory and consulting services in the following areas:

- Token launches and tokenization strategies
- Blockchain and Web3 advisory
- Traditional finance to blockchain integration
- MENA market penetration and expansion
- Documentation and project packaging
- Event management and coordination

2.2 Service Delivery

All services are provided on a consulting and advisory basis. Specific deliverables, timelines, and compensation will be detailed in individual Service Agreements or Statements of Work.

2.3 Service Modifications

We reserve the right to modify, suspend, or discontinue any service at any time with reasonable notice to active clients.

3. CLIENT OBLIGATIONS

3.1 Information Accuracy

You agree to provide accurate, complete, and timely information required for service delivery. Nadmah is not liable for delays or issues arising from incomplete or inaccurate client information.

3.2 Cooperation

You agree to cooperate reasonably with Nadmah personnel and respond to requests for information within agreed timeframes.

3.3 Compliance

You are solely responsible for ensuring compliance with all applicable laws, regulations, and licensing requirements in your jurisdiction(s) of operation.

4. FEES AND PAYMENT

4.1 Payment Terms

Fees are specified in individual Service Agreements. Unless otherwise stated:

- Invoices are payable within 14 days of invoice date
- Late payments may incur interest at 2% per month or the maximum permitted by UAE law, whichever is lower
- All fees are exclusive of applicable VAT or other taxes

4.2 Expenses

Reasonable expenses incurred in delivering services (travel, accommodation, third-party services) will be billed separately with prior client approval where applicable.

4.3 Refunds

Due to the nature of advisory services, fees paid are generally non-refundable except as specified in individual Service Agreements.

5. INTELLECTUAL PROPERTY

5.1 Nadmah IP

All pre-existing intellectual property, methodologies, tools, templates, and frameworks owned by Nadmah remain our exclusive property.

5.2 Client IP

You retain ownership of all intellectual property you provide to us, subject to our right to use it for delivering services to you.

5.3 Deliverables

Unless otherwise agreed in writing, deliverables created specifically for you become your property upon full payment, subject to our right to retain copies for our records and use non-confidential elements for our own business purposes.

5.4 Third-Party IP

We may incorporate third-party materials into deliverables. We do not warrant ownership of such materials and you are responsible for obtaining necessary licenses for their use.

6. CONFIDENTIALITY

6.1 Mutual Obligations

Both parties agree to maintain confidentiality of non-public information disclosed during the engagement, except as required by law or with prior written consent.

6.2 Exceptions

Confidentiality obligations do not apply to information that:

- Is publicly available or becomes public through no fault of the receiving party
- Was already known to the receiving party
- Is independently developed
- Is required to be disclosed by law or regulatory authority

6.3 Duration

Confidentiality obligations survive termination of services for a period of three (3) years.

7. LIMITATION OF LIABILITY

7.1 Advisory Nature

OUR SERVICES ARE ADVISORY IN NATURE. WE DO NOT GUARANTEE SPECIFIC OUTCOMES, RESULTS, RETURNS, OR SUCCESS OF ANY PROJECT OR INITIATIVE.

7.2 Liability Cap

TO THE MAXIMUM EXTENT PERMITTED BY UAE LAW, OUR TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATED TO OUR SERVICES SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO US IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

7.3 Excluded Damages

WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.4 Client Decisions

You acknowledge that all business decisions remain your sole responsibility. We are not liable for decisions you make based on our advice or recommendations.

8. INDEMNIFICATION

You agree to indemnify and hold harmless Nadmah, its officers, employees, and agents from any claims, damages, losses, or expenses (including legal fees) arising from:

- Your breach of these Terms
- Your violation of applicable laws or regulations
- Your misuse or misrepresentation of our services or advice
- Any third-party claims related to your business operations

9. WARRANTIES AND DISCLAIMERS

9.1 Our Warranties

We warrant that:

- Services will be performed with reasonable skill and care
- We have the right to provide the services
- We will comply with applicable UAE laws in delivering services

9.2 Disclaimer

EXCEPT AS EXPRESSLY STATED, ALL SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9.3 No Regulatory Advice

WE ARE NOT LICENSED TO PROVIDE LEGAL, FINANCIAL, INVESTMENT, TAX, OR REGULATORY ADVICE. OUR SERVICES DO NOT CONSTITUTE SUCH ADVICE AND SHOULD NOT BE RELIED UPON AS SUCH.

10. TERM AND TERMINATION

10.1 Engagement Term

Individual service engagements commence as specified in Service Agreements and continue until completion or termination.

10.2 Termination for Convenience

Either party may terminate services with thirty (30) days written notice. You remain liable for fees for services performed prior to termination.

10.3 Termination for Cause

Either party may terminate immediately if the other party:

- Commits a material breach that remains uncured for fifteen (15) days after written notice
- Becomes insolvent or enters bankruptcy proceedings
- Engages in fraudulent or illegal conduct

10.4 Effect of Termination

Upon termination:

- You must pay all outstanding fees and expenses
- Each party must return or destroy confidential information
- Provisions that by nature should survive (liability, indemnification, confidentiality) remain in effect

11. FORCE MAJEURE

Neither party shall be liable for failure to perform obligations due to circumstances beyond reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, government actions, pandemics, or infrastructure failures.

12. DISPUTE RESOLUTION

12.1 Governing Law

These Terms are governed by the laws of the Emirate of Dubai and the United Arab Emirates.

12.2 Jurisdiction

Any disputes arising from these Terms or our services shall be subject to the exclusive jurisdiction of the courts of Dubai, United Arab Emirates.

12.3 Negotiation

Before initiating legal proceedings, parties agree to attempt good faith negotiation for thirty (30) days.

12.4 Arbitration

If negotiation fails, disputes may be referred to arbitration under the rules of the Dubai International Arbitration Centre (DIAC), with arbitration conducted in English in Dubai.

13. GENERAL PROVISIONS

13.1 Entire Agreement

These Terms, together with any Service Agreements, constitute the entire agreement between parties and supersede all prior agreements or understandings.

13.2 Amendments

We may update these Terms at any time. Material changes will be communicated to active clients. Continued use of services after changes constitutes acceptance.

13.3 Assignment

You may not assign or transfer your rights or obligations without our prior written consent. We may assign our rights to any successor or affiliated entity.

13.4 Severability

If any provision is found unenforceable, the remaining provisions remain in full effect.

13.5 Waiver

Failure to enforce any provision does not constitute a waiver of that provision or any other provision.

13.6 Independent Contractor

Nadmah is an independent contractor. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship.

13.7 Notices

All notices must be in writing and delivered to the addresses specified in Service Agreements or to our registered address.

13.8 Language

These Terms are executed in English. Any translations are for convenience only; the English version prevails in case of conflict.

14. CONTACT INFORMATION

For questions regarding these Terms, please contact:

Nadmah Consulting FZCO

IFZA Business Park

Dubai Silicon Oasis, DDP

Dubai, UAE

Email: [Insert contact email]

Website: nadmah.co

IMPORTANT LEGAL NOTICE: These Terms and Conditions are a template and must be reviewed by a qualified legal professional licensed to practice in the UAE before use. Nadmah Consulting FZCO should seek independent legal counsel to ensure compliance with all applicable laws and regulations.

By engaging Nadmah's services, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.