

## CONTRACT FOR SERVICE AGREEMENT

This Contract for Service Agreement (“**Agreement**”) is made on March 25, 2026, by and between **Remi FZC LLC** Company Registration No. 208669, a company incorporated in the United Arab Emirates (“**Company**”) and **Ahmed Mohamed Aly Saleh Shamroukh** (Passport No.: A39344845) an individual having his/her residential address at Abu Dhabi / Al Zeina Bldg P1204 (“**Consultant**”).

**NOW, THEREFORE**, the parties hereto agree as follows:

### 1. CONSULTANTCONSULTANT’S ENGAGEMENT

1.1 The Company agrees to engage the Consultant and the Consultant accepts such engagement in accordance with the terms of this Agreement.

1.2 The Consultant warrants and assures the Company that the Consultant has full capacity to provide the Services (as hereinafter defined) and that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of the Services laid out in Clause 2 of this Agreement.

1.3 The Consultant will be working remotely and will not be required to report physically to any of the Company’s business offices.

1.4 The Consultant will be required to report to the Company via online communications to update on work progress as Consultant and shall be reporting to the supervisor during the Term.

1.5 The Consultant may engage in or provide services to other individuals, companies, or organizations during the term of this Agreement, provided that prior written consent is obtained from the Company


### 2. SERVICES OF THE CONSULTANT

2.1 The Consultant will be given the position and title as Compliance Officer for the Company (“Remi”) and shall be reporting to Management of the Company (“**Management**”).

2.2 The Consultant shall provide the services as described in Annexure A – Scope of Works (hereinafter referred to as “**Services**”).

2.3 Additional services or amendments to the services described above may be agreed upon in writing between the Company and the Consultant as and when required.

2.4 Any change in the terms of this contract or subsequent contracts requires written approval

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by both Parties.

2.5 The Consultant agrees to indemnify and hold the Company harmless from and against any loss or liability arising out of his/her performance of the Services under this Agreement.

### 3 FEES AND REIMBURSEMENT

3.1 The Consultant shall be paid a fixed service fee of United States Dollar 2,000.00 or AED equivalent (“Service Fee”), if applicable for a given month. The Service Fee shall be payable in arrears on the 25th day of the following calendar month by a mode of payment as agreed by the Parties. In the event that the 25th day falls on a day other than a Business Day (as hereinafter defined), the Service Fee shall be paid on the next Business Day.

3.2 All Fees payable hereunder are exclusive of any taxes, assessments or duties that may be assessed upon the Company, or the Services performed under this Agreement, including, without limitation, sales, excise, value added, personal property, electronic/internet commerce, export, import and withholding taxes. Both Parties shall, if any such taxes are assessed against it, directly pay the taxes to the relevant regulatory body.


3.3 The Consultant shall be responsible for all income tax liabilities and contributions in respect of the Fees and to indemnify and keep the Company indemnified in respect of any obligation that may be imposed on the Company to pay any such taxes or resulting from the Consultant’s being determined not to be an independent Consultant. This Agreement does not authorize the Consultant to act for the Company as its agent or to make commitments on behalf of the Company.

3.4 The Consultant will be entitled to reimburse for any Company related expenses reasonably and necessarily incurred in the proper provision of the Services, subject to the Company’s approval beforehand. The Consultant will submit such receipts or other evidence to the Company and will include any such expenses in an invoice to the Company. All claims by the Consultant requires approval from the Management prior to submission to the administration team (“Admin”).

3.5 The Consultant will not be entitled to any other allowances during the course of this Agreement.

3.6 Claims are to be submitted to the Admin latest by the 20<sup>th</sup> of every month. Any claims received after the 20<sup>th</sup> will be considered as claims made in the following month and will be reimbursed in that month.

3.7 The Fees, claim and other amount payable will be paid in USD or AED equivalent in which the bank will automatically convert to the currency of choice of the Consultant’s designated bank account, or by any other means as Consultant may notify the Company in writing from time to

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time. The Company will not be responsible for any exchange rate fluctuation.

#### 4 TERM

4.1 Unless earlier terminated, this Agreement shall remain in effect for a period of six (6) months from the Effective Date and will automatically expire September 24, 2026. There will be no extension of this Agreement beyond its stated term, unless agreed in writing by the Company and the Consultant renew for an additional three (3) months.. The following compensation and equity terms apply throughout the six (6) month period effective March 24, 2026 and for the additional three (3) months if any.

#### 5 HOURS OF WORK

5.1 The Consultant shall work a minimum of twenty (20) hours from Monday to Friday. The Consultant may, however, be required to work extra hours or travel to complete any work assignments as part of the Services.

#### 6 CONFIDENTIALITY

6.1 For the purpose of this clause, Confidential Information shall have the following definitions:

- (a) All techniques, diagrams, data, proof or prints, particulars and other information concerning and relating to the Company or its group of companies ("**Group**"), or the customer of the Company or the Group;
- (b) All designs, work and trademarks owned by the Company and the Group;
- (c) All marketing and sales procedures, pricing, accounting techniques or strategic and business plans concerning or relating to the Company or the Group, or the customer of the Company or the Group;
- (d) All technical or non-technical data, knowledge or information, documentation, trade secrets, secret or confidential operations, processes or dealings of the Company or the Group, or the customer of the Company or the Group provided to the Consultant or obtained by the Consultant from time to time;
- (e) Customer lists, the name or addresses of any client or business associate or affiliate of the Company or the Group or any other information not generally known relating to the business of or the activities or affairs of the Company or the Group, or the customer of the Company or the Group including, but not limited to, information relating to methods of operation, marketing, finance, fees and costs, business systems and techniques; and

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(f) any other knowledge, information, documentation, design, techniques, diagrams, data, proof or prints, particulars and other information concerning and relating to the Company or its Group deemed to be 'Confidential' by the Company or the Group from time to time.

6.2 The Consultant hereby warrants, represents, undertakes and covenants with the Company that the Consultant shall not, at any time during the Term of this Agreement and at any time thereafter:

(a) Whether on the Consultant's account, or jointly with or on behalf of any person, do or permit to be done any of the matters listed below, whether directly or indirectly without the prior written consent of the Company:

(i) Solicit the customer of the Company and its Group who is or has been at any time a customer of the Company or the Group for the purpose of offering to such customer goods or services similar to or competing with those of the Company or the Group:

(ii) Solicit or entice away or endeavour to solicit or entice away any director or employee of the Company or the Group;

(iii) Solicit or entice away or endeavour to solicit or entice away any supplier or contracting party to the Company or the Group; or


(iv) Cause or permit any person directly or indirectly under the Consultant's control to do any of the foregoing acts or things.

(b) the Consultant shall not disclose to any person, firm or company and the Consultant shall use his/her best endeavours to prevent the publication or disclosure of Confidential Information in the Consultant's knowledge or possession except insofar as such disclosure may be reasonably necessary for the proper performance of the Consultant's duties;

(c) the Consultant shall not make known Confidential Information to any competitor of the Company or its Group, or to any unauthorized person. If the Consultant does, immediate action will be taken by the Company to recover that information and/or seek compensation for its loss. The only exception to this rule is where the Company directs the Consultant to disclose Confidential Information;

(d) During the term of this Agreement and any time thereafter, the Consultant shall not remove or copy or memorise any Confidential Information, lists, documents or records, including client lists, for the purpose of using the document, list or record, including the client list, in connection with any other matter than the business of the Company;

(e) Any Confidential Information to be made available to the Consultant either now or in the

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future in some physical form (including but not limited to plans, drawings, reports, copies of filed but not published patent applications, microfiches, photographs, records or otherwise howsoever) is and will always be the property and all materials upon which that information is recorded remain vested at all times in the Company and shall be kept secure by the Consultant and delivered up to the Company on demand;

(f) Any discovery, invention, secret process or improvement made by or discovered by the Consultant which in any way is connected or in any way affects or relates to the Confidential Information shall forthwith be disclosed to the Company and shall belong to and be the absolute property of the Company or such one of its subsidiary companies as it may nominate for that purpose.

6.3 The Consultant confirms, covenants and agrees with the Company:


(a) To immediately advise the Company of any improvements or modifications to the Confidential Information and to disclose fully and promptly any ideas, discoveries, inventions and improvements, patentable or no which, are reduced to practice or conceived by the Consultant (whether or not at the request or suggestion of the Company) alone or with others, related to or suggested by, the business or fields of interest of the Company as existing at the time of any such reduction to practice or conception, or which results from tasks assigned to the Consultant by the Company.

(b) That any such methods, ideas, improvements, inventions and discoveries discovered or invented by the Consultant shall be deemed to have been discovered or invented by or have come to the notice of the Consultant and in each case as agent for the Company and accordingly all industrial or intellectual property rights in respect of any such improvements or modifications shall be exclusively and absolutely vested in the Company.

(c) That the Consultant shall forthwith execute all and any documents and do all and any such things and acts as may be necessary to make good the Company's rights to such ideas, improvements, inventions and discoveries and to facilitate the obtaining of legal protection in favour of the Company in respect thereof.

## 7 INTELLECTUAL PROPERTY

7.1 The Consultant agrees that all right, title and interest in and to all work generated by the Consultant solely or jointly with others in the performance of its Services including, but not limited to, any and all information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets (collectively referred to as "**Work**"), shall be assigned to the Company and the Company shall be the sole and exclusive owner of the Work. The Consultant shall not have any rights of any kind whatsoever in such Work.

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7.2 The Consultant shall not make any use of any of the Work in any manner whatsoever without the Company's prior written consent.

7.3 The Consultant agrees, at the request and cost of Company, to promptly sign, execute, make and do all such deeds, documents, acts and things as Company may reasonably require or desire to perfect Company's entire right, title, and interest in and to any of the Work.

## **8 PLAGIARISM AND INDEMNITY**

8.1 The Consultant warrants and undertakes that all Work shall be free of plagiarism and shall take all reasonable care to ensure that all information, facts and statements contained in the Work are true and does not infringe any copyright or proprietary right of any third party.

8.2 The Consultant agrees to indemnify and keep the Company or its Group indemnified against any claims, demands, suits, proceedings, prosecutions or damages that may arise as a direct result of a willful or negligent breach of this Clause by the Consultant. For clarity, such indemnity shall not extend to situations where the Consultant's non-performance was due to the Company's inability to pay the Service Fee as described in Clause 3.

## **9 INDEPENDENT CONSULTANT**


9.1 The Consultant agrees that the Services will be rendered by it as an independent Consultant and that this Agreement does not create an employer-employee relationship between the Consultant and the Company. The Consultant shall have no right to receive any employee benefits including but not limited to any pension, bonus or other fringe benefits provided by the Company to its employees.

9.2 The Consultant shall be responsible for all income tax liabilities and contributions in respect of the Fees and to indemnify and keep the Company indemnified in respect of any obligation that may be imposed on the Company to pay any such taxes or resulting from the Consultant's being determined not to be an independent Consultant. This Agreement does not authorise the Consultant to act for the Company as its agent or to make commitments on behalf of the Company.

## **10 CONFLICT OF INTEREST**

10.1 The Consultant guarantees that to the best of his/her knowledge no conflict of interest exists or is likely to arise in the performance of his/her obligations under this Agreement.

10.2 The Consultant shall not, during the course of this Agreement, engage in any activity likely to compromise the ability of the Consultant to perform his/her obligations under this

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Agreement fairly and independently. The Consultant shall immediately disclose to the Company any activity which constitutes or may constitute a conflict of interest.

## 11 DATA PROTECTION

The Consultant shall comply, in all material respects, with the provisions of the Data Protection Laws of the UAE (as may be amended from time to time) in relation to the collection, processing, storage, and protection of personal data obtained or handled in the course of performing the Services under this Agreement. The Consultant shall ensure that any personal data is processed lawfully, fairly, and securely, and shall implement appropriate technical and organizational measures to safeguard such data.

## 12 TERMINATION

12.1 This Agreement may be terminated by either party before the end of this Agreement by giving:


- (a) Two weeks (14) days written notice by either party;
- (b) with immediate effect upon the written agreement of both parties.

12.2 The Company may, by written notice to the Consultant and at any time, terminate this Agreement with immediate effect with no further obligation to make any further payment to the Consultant (other than in respect of amounts accrued prior to the termination date) if:

- (a) the Consultant commits any serious or repeated breach or non-observance of any of the terms or conditions of this Agreement; or
- (b) the Consultant is guilty of any act of fraud or dishonesty in relation to the Company or acts in any manner which brings the Company into disrepute; or
- (d) the Consultant is convicted of any criminal offence which materially affects the Consultant's ability to perform the Services.

12.3 The Consultant may, by written notice to the Company and at any time, terminate this Agreement with immediate effect without liability to pay any compensation or damages if:

- (a) the Company commits any serious or repeated breach or non-observance of any of the terms or conditions of this Agreement, and for the avoidance of doubt, a failure to pay the Fees on the due date will be treated as a serious breach. For the avoidance of doubt, failure to pay the Service Fee in accordance with Clause 3 due to lack of financial capacity or as per the discretion of the CEO shall not constitute a breach under this Clause; or
- (b) the Company or any of its directors, officers, employees or agents commits an act of

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fraud or dishonesty, or acts in any manner which in the reasonable opinion of the Consultant brings, or is likely to bring, the Consultant into disrepute; or

(c) the Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding up order is made or an administrator or receiver is appointed in relation to the Company.

12.4 Neither party will be in breach of this Agreement if there is any total or partial failure of performance due to compliance with any law or governmental order, rule, regulation, act or direction, natural disasters, explosion, outbreak of any communicable disease or epidemic or pandemic or any other act of god such as fire, flood, storm, typhoon or earthquake, war, civil commotion, labor disputes of whatever nature and any other reason beyond the control of either party.

### **13 OBLIGATIONS UPON TERMINATION**

The Consultant will, within three (3) days upon the termination of this Agreement, surrender all computer programs, reports, manuals, files, notes, accounts, documents, correspondence, books, materials, papers and information (including Confidential Information and on whatever media and wherever located) any keys and any other property of the Company that have been received by the Consultant during the course of providing the Services.

### **14 ENTIRE AGREEMENT**

14.1 The parties agree that this Agreement constitutes the entire agreement between them relating to the engagement and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

14.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement. For clarity, the Parties acknowledge that there are no assurances or representations, express or implied, that the Service Fee shall be payable irrespective of the Company's financial condition, unless expressly provided for in this Agreement.

14.3 Nothing in this Agreement purports to limit or exclude any liability for fraud.

### **15 VARIATION**

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each party.

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## 16 ASSIGNMENT

The Consultant may not assign, transfer, subcontract, license or otherwise dispose of any right, obligation or benefit conferred or granted under this Agreement to any third party without prior written consent from the Company.

## 17 REMEDIES AND WAIVER

17.1 Any remedy or right conferred upon the Consultant for breach of this Agreement will be in addition to and without prejudice to all other rights and remedies available to it by law.

17.2 Any waiver of any breach of this Agreement shall not be deemed to apply to any succeeding breach of the provision or of any other provision of this Agreement. No failure to exercise and no delay in exercising on the part of any of the Parties any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. For the avoidance of doubt, the non-payment of the Service Fee due to financial incapacity or at the discretion of the CEO, as outlined in Clause 3, shall not be deemed a waiver of the Consultant's obligations or the Company's rights under this Agreement.

## 18 ANNEXURES

The Annexures to this Agreement incorporated herein shall form an integral part of this Agreement and must be read with this Agreement.

## 19 GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with the laws of DIFC and the parties agree to submit to the exclusive jurisdiction of the DIFC courts.


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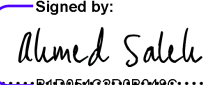
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

SIGNED by  
For and on behalf of  
**Remi FZC LLC**

Signed by:  
  
.....  
B2C1G08AA3B74A0.....

Name: Ahmed M. Amer  
Designation: CEO

SIGNED by  
For an on behalf of  
**CONSULTANT**

Signed by:  
  
.....  
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Name: Ahmed Mohamed Aly Saleh  
Passport No.: A39344845

## **Annexure A – Scope of Works**

Compliance Officer scope of work below includes but is not limited to:

### **Certifications**

Conclude bank-grade certifications with vendors in a timely fashion as agreed upon between Management and Consultant.

- SOC 2
- ISO 27001
- GDPR and UAE Data Protection

### **Risk Assessment and Documentation**

Lead risk assessment documentation and internal policies with Management and stakeholders in a timely fashion as agreed upon between Management and Consultant.

- MRA Assessments
- AML/KYC Policy
- Notarization and Certification of Documents

### **Licensing & Regulation**

Drive licensing roadmap in three jurisdictions as agreed upon between Management and Consultant.

- Canadian MSB License
- Egypt PSP and FRA licenses
- UAE DIFC/ADGM/VARA licenses

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