

Ref No: [REDACTED]

Date: [REDACTED]

To,

Mr./Mrs./Miss. [REDACTED]

Sub: Mandate to arrange Bank Finance and Equity Investments

Dear Sir,

This letter is in continuation with our discussion regarding the proposed fund raising for [REDACTED] (the "Client"). We, Orpheus Oriens FZCO Financial Consultant (Orpheus Oriens), are pleased to be associated with you for Advisory Services in the proposed fund-raising program from Banks in raising the required Term Loan facilities and Equity Investments for acquisition of new Clinics across UAE.

In view of the foregoing, we are pleased to submit the below proposed scope of advisory services and the terms thereof. For the purpose of performing and observing the obligations hereunder, the Client shall remain the principal beneficiary for the transaction and hence the sole obligor.

Terms of Raising Funds:

Orpheus Oriens will charge fees of [REDACTED] % plus VAT on the facility amount from banks or any other party as per the requirement to the clients.

Fees to be paid immediately on disbursement of the Facilities by the Lender. Orpheus Oriens will be eligible for the fees for the initial approval and enhancements / new limits from the same lender in future.

Orpheus Oriens

Trade License | 26097

Certificate of Formation | DSO-FZCO-24314

Dubai Silicon Oasis | DDP | Building A1

Dubai | United Arab Emirates

+971 56 761 4242 | info@oo-uae.com

Mandate Terms:

The above mandate is on EXCLUSIVE basis. Client management team will extend full cooperation to Orpheus Oriens team for the purpose of fund raising required for its business.

Scope of Services:

Facilities would be arranged from Banks & Investors, and this would involve following activities to be performed by Orpheus Oriens:

- Preparation of snapshot about the Client as desired by Banks & Investors.
- Identification and preliminary discussions with lenders for the facility.
- Making available the senior management and representatives of the Client for the purpose of meetings and making presentations to potential lenders.
- Negotiating the broad contours of the transaction.
- Liaison at all stages with Banks.
- Negotiation on the Final Term Sheet.
- Assisting the Client in disbursement procedure.

Additional Services: The fees quoted above are based on the scope of work outlined in this Offer Letter. If Orpheus Oriens is required to render any additional services or if the nature of the work changes, the terms and conditions for such services shall be separately recorded by way of a supplementary engagement letter.

General Terms:

- Orpheus Oriens undertakes that the banking services exercise mentioned in this mandate would be executed in close co-ordination and in consultation with the Client management.

- The Client agrees that any advice given by Orpheus Oriens is provided solely for the purpose of engagement and for the use and benefit of the Client and may not be disclosed to any other person without the prior approval of Orpheus Oriens.
- The Client shall provide up to date true, correct and material information and such other details as required by the Banks.
- The Client shall not use or provide to Orpheus Oriens, any deceitful mean, misrepresentation, concealment or manipulated information and/ or fraudulent documents, for the purpose of obtaining banking facilities.
- Use of Client's name and logo: Subject to prior approval from the Client, Orpheus Oriens may represent to its existing and prospective clients, about the relationship with group/ companies of the Client under this proposal. However, Orpheus Oriens shall not disclose any confidential information pertaining to the group/companies.

Confidentiality:

From time to time throughout the duration of this mandate, Confidential Information may be given by one party (the "Disclosing Party") to the other party (the "Recipient"). The Recipient shall not disclose the confidential information of the Disclosing Party to any third party, without prior consent of the Disclosing Party. These provisions shall not apply to information that:

- a) Was independently developed by or for the Recipient without reference to the information, or was received without restrictions; or
- b) Has become generally available to the public without breach of confidentiality obligations of the Recipient; or
- c) Was in the Recipient's possession without restriction or was known by the Recipient without restriction at the time of disclosure; or

- d) Is the subject of a judicial or other legal or administrative demand for disclosure; provided however, that the Recipient has given the Disclosing party prompt notice of such demand for disclosure and the Recipient reasonably co-operates with the Disclosing party's efforts to secure an appropriate protective order; or
- e) Is disclosed with the prior consent of the Disclosing party; or
- f) Was in the Recipient's possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing party and was not previously acquired by the Recipient from the Disclosing party under an obligation of confidence; or
- g) The Recipient obtains or has availed from a source other than the Disclosing party without breach of any obligation or confidentiality.

Governing Law and Dispute Resolution:

This Mandate shall be governed and construed in accordance with the laws of the Dubai, United Arab Emirates. Any disputes or differences which may arise between the Parties in connection with and/or in relation to this Mandate shall be settled in Dubai, UAE courts.

If the foregoing correctly sets forth the understanding between the Client and Orpheus Oriens, kindly send us your acceptance of the above terms by signing a copy of this letter. We would be happy to provide any clarifications as may be required.

Thanking you and looking forward to a mutually beneficial business partnership with your group.

For Orpheus Oriens

For Client

Giles Crosthwaite, CEO

Date: _____

Date: _____

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