

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement (this “MOU” or this “Memorandum of Agreement”) is made and entered into on this [ ] day of [ ] 2023 (“Effective Date”) by and between:

**ORPHEUS ORIENS - FZCO** a professional company incorporated under Dubai, UAE vide trade license number 26079 represented by **Giles Crosthwaite**, Founder and CEO with an office located Dubai Silicon Oasis, DDP, Building A1, Dubai, United Arab Emirates (hereafter referred as “**FIRST PARTY**”)

and

[ ] a [ ] origin individual with an office / home located at [ ] UAE (hereafter referred as “**SECOND PARTY**”)

### BACKGROUND

Both parties see the benefits of this MOU, have a desire to pursue the arrangement and have determined that each brings unique expertise and experience necessary to accomplish the objectives outlined above.

FIRST PARTY has unique expertise and experience in the field of arranging finance facilities in form of term loan, project finance, credit facilities, refinancing of existing loan, trade facilities, supplier invoice funding, client invoice discounting and various bank guarantees through local bank, international banks, financial institution, private investment firm and high net worth individual.

**SECOND PARTY** has vast list of Companies who are looking for such financing facilities and willing to share the list of such clients with FIRST PARTY.

### PURPOSE & SCOPE

The purpose of this Memorandum of Agreement is to set forth the terms and conditions, scope of work and responsibilities of the parties associated with their collaboration on arranging financing facilities for the **various clients of SECOND PARTY** (hereafter referred as “**End Client**”).

### SECOND PARTY RESPONSIBILITIES:

SECOND PARTY shall undertake the following activities under this MOU:

- Share the contact details of all clients from their contacts with FIRST PARTY who are looking for any financing facilities

- Schedule the primary meeting between END CLIENT and FIRST PARTY along with SECOND PARTY representative to understand the fund requirement.
- Present in future meeting as and when required by FIRST PARTY.
- Provide all information and details including background and profile of the client, which will help to understand the requirement.
- Assist FIRST PARTY to get the NDA, Debt Raising Mandate or any other agreement issued by FIRST PARTY on referred END CLIENT to protect the fee of both parties.

### **FIRST PARTY RESPONSIBILITIES**

FIRST PARTY shall undertake the following activities under this MOU:

- FIRST PARTY should contact the client referred by SECOND PARTY via email, telephone, fax, conference call and meeting at its own cost.
- FIRST PARTY should draft necessary NDA, Debt Raising Mandate or any appropriate agreement and share with client to protect the fees. The cost related to drafting of this agreement to be borne by FIRST PARTY alone.
- Once the agreement is signed with END CLIENT, FIRST PARTY should share a copy of agreement with SECOND PARTY.
- FIRST PARTY will approach local and international bank and financing institute and make necessary call and travel to their office to discuss all financing lead at their own cost.
- FIRST PARTY should update SECOND PARTY on all ongoing lead on regular basis during the meeting scheduled between both parties.

### **VALIDITY**

This MOU shall be valid for a period of two (2) years from the date of signing of this agreement and can be renewed the same for the period of another two (2) years by signing another agreement. This agreement can be terminated by either of party by giving 30 days' notice to other party.

### **SHARING OF FEES**

In case of any successful business where after referring the client by SECOND PARTY to FIRST PARTY and FIRST PARTY able to arrange any of above-mentioned financing facilities to END CLIENT and able to raise an invoice on invoice on END CLIENT then the fee excluding applicable VAT charged by the FIRST PARTY to END CLIENT will be shared between FIRST PARTY and SECOND PARTY as follows:

Orphues Oriens

Trade License | 26097

Certificate of Formation | DSO-FZCO-24314

Dubai Silicon Oasis | DDP | Building A1

Dubai | United Arab Emirates

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FIRST PARTY will keep [ ] % for each transaction fees charged to End Client for the first [ ] % of the fees charged to client and will pay the balance amount of [ ] % of transaction fees to SECOND PARTY on successful transaction after receipt of payment from End client. Any fees above [ ] % charged to END CLIENT will be shared equally between FIRST AND SECOND PARTY.

SECOND PARTY will issue a tax invoice on FIRST PARTY as per above agreed percentage plus applicable VAT. The payment will be due to SECOND PARTY only when END CLIENT pays the invoiced fees to FIRST PARTY. In case the END CLIENT defaults the payment then SECOND PARTY will not be eligible for any payment from FIRST PARTY. The payment to SECOND PARTY should be paid within 6 working days from the receipt of payment from END CLIENT and appropriate tax invoice from SECOND PARTY.

### **CONFIDENTIALITY**

- From time to time throughout the duration of this mandate, Confidential Information may be given by one party (the "Disclosing Party") to this mandate 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:
- Was independently developed by or for the Recipient without reference to the information, or was received without restrictions; or
- Has become generally available to the public without breach of confidentiality obligations of the Recipient; or
- Was in the Recipient's possession without restriction or was known by the Recipient without restriction at the time of disclosure; or
- 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
- Is disclosed with the prior consent of the Disclosing party; or
- 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
- The Recipient obtains or has availed from a source other than the Disclosing party without breach of any obligation or confidentiality.

### **SEVERABILITY**

Should any provision of this MOU Agreement be held by a court of law or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be thereby affected or impaired.

### **AMENDMENT**

No waiver, amendment or modification of this MOU Agreement will be binding upon a party unless made in writing and signed by a duly authorized representative of such party.

### **JURISDICTION**

It is expressly agreed by the parties here to, that this Mandate subject to the jurisdiction and the Courts, exercising Jurisdiction within the territory of Dubai, United Arab Emirates. If the foregoing correctly sets forth, the understanding between FIRST PARTY and SECOND PARTY. 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.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and hereby agree to be bound by its terms as evidenced by their signatures below:

**For Orpheus Oriens**

**For Second Party**

**Giles Crosthwaite, CEO**

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

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