

VALUE ADDED TAX (“VAT”)

This Addendum (the “Addendum”) sets forth the terms and conditions pursuant to which FFA (Dubai) Limited (“FFA”) shall apply Value Added Tax 5% (“VAT”) to most financial services and arrangements provided by FFA to Clients under the Terms of Business Agreement (the “Agreement(s)”).

1. Definitions

Value Added Tax “VAT” means a tax imposed on the import and supply of goods and services at each stage of production and distribution, including the deemed supply, as set forth by the Common VAT Agreement of the States of the Gulf Cooperation Council (“GCC”) of 27/11/2016 and implemented in the United Arab Emirates (“UAE”) through the Federal Decree Law No. 8/2017 and Federal Tax Authority (FTA) on Value Added Tax (the “Law” or “Regulations”)

2. Application to our Services

- 2.1 Starting from the 1st January 2018, FFA shall charge VAT 5% on most applicable financial services in compliance with the Law and Regulations.
- 2.2 All financial services provided to Client prior to the implementation of VAT which covers financial services to be provided after January 1st, 2018 will also be subject to VAT even if the Agreement(s) was entered into before that date.

3. Compliance with VAT Law and Regulations

- 3.1 The Client hereby agrees to comply with the Law and Regulations in force as may be applicable to any financial services and arrangements provided by FFA.
- 3.2 The Client hereby agrees to bear all VAT charges pertaining to the financial services rendered by FFA under the Agreement(s) and as amended from time to time. FFA is entitled to deduct any such VAT charges from the monies held in the accounts in the same way and at the same time as FFA debits the underlying rates, charges or commissions from the account(s).
- 3.3 Where FFA is bound by Law and Regulations to provide information and/or documents pertaining to the Client and his account(s) to the UAE Ministry of Finance and/or UAE Federal Authority, the Client hereby expressly waives the data protection for these specific purposes and authorizes FFA to provide such information and/or documents at its discretion. The Client hereby undertakes to provide FFA with any such required documents and/or information as may be required from time to time by FFA.
- 3.4 The Client hereby recognizes that FFA does not and will not give tax advice, and as such cannot be held liable with respect to any tax law or regulation that might be applicable to the Client. The Client remains solely responsible for the management of the his tax affairs and hereby acknowledges and declares to refer when needed to the relevant tax authority and/or tax experts or specialists and to act according to their advice and guidance.

4. Acceptance of the Addendum

The Client hereby acknowledges and confirms that continuous use of FFA’s services shall be considered as its final acknowledgement and acceptance of all VAT charges, fees, charges and interest rates. Except as varied by the Addendum, existing Agreement(s) with the Client shall continue in full force and effect in all respects.