



هاني الجسمي H. Al Jasmi  
للمحاماة والاستشارات القانونية  
Advocates & Legal Consultants

## **ANNUAL PROFESSIONAL LEGAL SERVICE AGREEMENT**

This Annual Professional Retainership Agreement is offered on 18<sup>th</sup> day of March 2020 with Agreement number HAJ/AA/05/2020.

### **BETWEEN**

**Hani Al Jasmi Advocates & Legal Consultants**, represented by Adv. Hani Al Jasmi, having its principal Office at Office No. M-4, Liberty Building, Near Bank of Sharjah, Al Garhoud, Dubai, UAE. (Hereinafter referred to as **"The Attorney"**)

### **AND**

**M/S P.C.C FZE, M/s A.P.M.C FZE, M/s Millenium Trading FZE & M/s Golden International FZE Company** represented by Mr. Thayyib Ahmed, Emirates I.D No: 784-1955-1860983-9 Mobile No: 0501178978, Email: nouri@pccfze.com Dubai, UAE Herein after referred to as **"The Clients"**)

### **I) PREAMBLE**

Whereas, Attorney Hani Al Jasmi is a Lawyer and Consultant and engaging in practicing law within UAE.

Whereas, the Client is a Group of Companies engaged in various businesses within United Arab Emirates.

Whereas in consideration of legal services required by the Client in UAE, the Client approached the Attorney for availing their legal services in UAE. The Attorney providing the following proposal for entering in to an Annual Professional Retainer Ship Agreement.

### **II) OUR SERVICES**

- ❖ We provide all kinds of oral and written unlimited legal consultation with high standards.
- ❖ Serving unlimited legal notices and replying to legal notices of third parties including drafting notice(s) and service of such notice (s) to third parties when instructed in Arabic/English.
- ❖ Unlimited review and draft of the contract(s), agreement(s) and memo(s) for your company or review contract(s), agreement(s) and memo(s) in which you require our legal opinion prior to concluding any agreement(s), with third party during the period of this retainer agreement.
- ❖ Advising and making unlimited investigation in labor matters in pursuant to UAE Labor Law. Also Filing and defending labor cases.
- ❖ Attending unlimited important meetings/settlement negotiations, provided that we are informed in advance at least 48 working hours.







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- ❖ Representing your company for settlement procedures, filing civil and criminal cases.
- ❖ Representing your Company in arbitration and RERA matters and all government and non government organisations.

### III) PROPOSAL

3.1 The Attorney shall provide all legal services in all the legal affairs of the Client, which requiring the service of an Attorney, including matters relating to sending Legal Notices/ Reply to Legal Notices, providing written Legal Opinions, Review of Agreements and Contracts, filing of Police Complaints, filing of Civil and Criminal matters of the Company and provide Legal Advice as and when requires.

### 3.2 The professional fee for this Annual Attorney service agreement is AED 126,000/-

(Attorney Fees AED 120,000/- & 5% VAT AED 6,000/-) which shall be payable as follows;

- AED 52,500/- upon signing the Agreement (Including 5% VAT of AED 2,500/-)
- AED 73,500/- by giving 3 PDC upon signing the agreement (Including 5% VAT of AED 3,500/-)

### 3.3. For Civil Claims the Attorney fees will be;

- ❖ If the total recovered amount is between upto AED 100,000/- the professional fees shall be 10,000/- Only.
- ❖ If the total recovered amount is between AED 100,000/- to AED 600,000/- the professional fees shall be 25,000 plus 5% of the total recovered amount.
- ❖ If the total recovered amount is between AED 600,000/- to AED 1.5 Million the professional fees shall be AED 50,000/- plus 5% of the total recovered amount.
- ❖ If the total recovered amount is between AED 1.5 Million to AED 5 Million the professional fees shall be AED 100,000/- plus 5% of the total recovered amount.
- ❖ If the total recovered amount is more than AED 5 Million the professional fees shall be 200,000/- plus 5% of the total recovered amount.

### For Defending Civil Claims the Attorney fees will be;

- ❖ If the total claim amount is between upto AED 100,000/- the professional fees shall be 10,000/- Only.
- ❖ If the claim amount amount is between AED 100,000/- to AED 600,000/- the professional fees shall be 25,000 plus 5% of the total claim amount.
- ❖ If the claim amount amount is between AED 600,000/- to AED 1.5 Million the professional fees shall be AED 50,000/- plus 5% of the total claim amount.
- ❖ If the claim amount amount is between AED 1.5 Million to AED 5 Million the professional fees shall be AED 200,000/- plus 5% of the total claim amount.
- ❖ If the total claim amount is more than AED 5 Million the professional fees shall be 400,000/- plus 5% of the total claim amount.







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### 3.4. For Criminal Cheque Cases in police station

For filing 20 criminal police cheque complaints in police station.

### 3.5. For Labor Cases in the Court

Defending and filing unlimited labor complaints

### 3.6. For Arbitration Cases

Fees pertaining to the Arbitration cases will be informed as per the claim amount.

- ❖ The Client shall make all payments within 5 days from receipt of invoice.
- ❖ For all Professional fees payments 'The Client' needs to pay extra 5% of professional fees as VAT to 'The Attorney'.
- ❖ All other expenses (Court Fees, Translation Charges, Publication Charges and any amount paying to the court) incurred by the Attorney in or relating to the Client's matters shall be paid by the Client for which the Attorney shall provide proper receipt.

## IV) FIRST PARTIES OBLIGATIONS

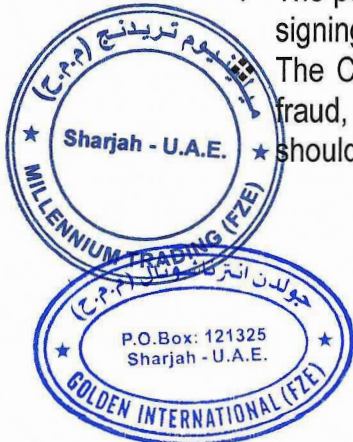
- ❖ During the continuance of this agreement the Attorney shall not act as an Attorney of any other person or organization, if the claim is against the Client.
- ❖ First party should conduct the matter of the client to the best of their skill and ability.
- ❖ The First Party should update all cases to the Client in timely manner.
- ❖ The First party will send email to the Client in English explaining the facts included in memos submitting to Court.

## V) SECOND PARTIES OBLIGATIONS

- ❖ The Second party should make all the payments in favor of "Hani Al Jasmi- Advocates & Legal Consultants".
- ❖ The Client should inform all the matters relating to case/legal notices to First Party clearly and understandably with supporting documents.

## VI) GENERAL PROVISIONS

- ❖ The period of this legal retainer ship agreement shall be one year Only from date of signing agreement,  
The Client has the right to terminate this agreement forthwith in the event of any fraud, misconduct or neglect of duties on the part of Attorney provided & the Client should have enough evidence to prove the same.





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- ❖ Upon the termination of this agreement the client is free to appoint any other legal company as their Attorney but the client is liable to pay the total pending dues.
- ❖ Upon payment of all dues up to such termination, the Attorney shall deliver all deeds, documents and papers in his possession relating to the legal matters of the Client.

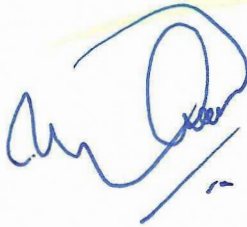
IN WITNESS WHEREOF the parties herein have signed this agreement on above mentioned date.

**First Party: (The Attorney)**


Hani Al Jasmi Advocates & Legal Consultants

**Second Party: (The Client)**





Signature:

Mr. Thayyib Ahmed representing M/S P.C.C FZE, M/s A.P.M.C FZE, M/s Millenium Trading FZE & M/s Golden International FZE



