

## COLLABORATION AGREEMENT

This Strategic Alliance Agreement (hereinafter referred to as the "**Agreement**") is entered into as of the ... day of November, 2022, (hereinafter referred to as the "**Effective Date**"); by and between:

**"OIKONOMAKIS CHRISTOS GLOBAL LAW FIRM"** a duly registered LLP in Piraeus ("Headquarters"), having registered address at 42-44 Iroon Polytechniou, 2<sup>nd</sup> floor, P.O. 18535, Piraeus, Greece for the purposes of official communication and notices , having Tax Identification Number: 997200033 / Tax Office Office: A' Piraeus, represented by Mr. Oikonomakis Christos (hereinafter referred to as "**First Law Firm**" or "**First Party**"); and

**"YAZCONSULT MIDDLE EAST LLC"** having its registered office at: Sharjah Media City, Sharjah, UAE for the purpose of notifications, having License No.: 2007710.01 represented by Mr. Joseph Yazbeck Ramadi (Advocate, Founder, Shareholder) having Passport No LR1796778 and Lawyer's ID 7845 (hereinafter referred to as "**Second Law Firm**" or "**Second Party**").

WHEREAS, the First Law Firm and Second Law Firm (individually the "Party" and collectively the "Parties") are two upcoming full service law firms having operations in various countries, and business relations with reputed legal entities.

WHEREAS, the Parties agree to enter into a strategic alliance to collaborate for various business development aspects as detailed in the Agreement.

NOW, therefore, in consideration of the foregoing and of the mutual promises hereinafter expressed, the Parties hereto do mutually agree as follows:

### **ARTICLE 1 - SCOPE OF STRATEGIC ALLIANCE**

The purpose of this Agreement is cooperation between the Parties, in turn of a fee, to provide services legal and relevant alike and in general, to provide any such service which is for a lawyer to provide, towards natural and legal persons, association of persons, organizations etc. of any legal form and origin, of private or public law. The intention is to set up a synergy between two reputable law firms in order to have a strong partnership and help each other to support clients in other countries too with utmost efficiency for both the Parties. The goal is to create a specialized legal and advocacy synergy scheme between the Parties in order to support their respective clients worldwide, so that both the firms are exposed to the same mentality and represent as a common structure and one entity.

## **ARTICLE 2 - PERIOD OF PERFORMANCE**

This Agreement will commence on the Effective Date and, will continue for an unlimited period. Notwithstanding the foregoing, this Agreement will be terminated at any time by any of the Parties without charges for liability following notice period of two (2) months, under the condition that all cases assumed in the meantime will be carried through as seem fit.

## **ARTICLE 3 - RESPONSIBILITIES OF THE PARTIES**

- Both Parties agree to synergize, collaborate and assist each other to fulfill obligations, duties, responsibilities, tasks, assignments and projects as undertaken as per the terms and scope of this Agreement or any other agreement in writing pursuant the purposes mentioned in this Agreement.
- The First Party will be handling the online booking appointment system. It will be receiving the calls of new clients. However, upon the First Party's request, the Second Party may provide, against fees to the Second Party, lawyers or secretaries - speaking Arabic and English - to handle answering such calls. The Second Party shall supervise the said lawyers or secretaries' performance.
- The First Party shall provide lawyers having the experience in the UAE market to participate in short conference calls – 10 mn - with clients to provide primary advice on their files.
- Any of the Parties can reject handling any new file. Parties shall agree for every new file on their respective fees. The Parties shall be presented to the client as one office, and each of them shall act for the best strategic interests of the group.
- The Second Party shall provide lawyers to handle meetings with clients and assist them in Lebanon, UAE (the "Territory"). The back-office work can be provided by the Second Party's main team from Lebanon, as long as the said team has expertise in the laws of all the countries in the Territory. The Second Party is responsible of the quality of the delivered services.
- The Second Party shall make his premises available for meetings with Clients in the Territory.
- For the avoidance of doubt, this Agreement shall not imply any exclusivity in the business between Parties.
- Alternatively, the First Party shall provide the same services addressed in this Agreement, and on the same basis, to the Second Party in the countries in which he has active presence.
- Both Parties will agree on any matter of this Agreement relating to digital marketing, social media, website, secretarial support and phone call center involving both Parties. Moreover, both Parties will upload on their respective websites, social media, press releases, newsletters, letterheads, logos, clients database etc. (wherever it is applicable) information about the cooperation.

#### ARTICLE 4 – PAYMENT TERMS

- Each Party will have the rights to manage the financial matters of this cooperation for its clients.
- The fees, profit sharing, and division of labor must be agreed prior to the undertaking of each and every case. (In particular, bearing in mind the fact that a various range of cases demand the pre-payment method, as the most functional way of payment, all Parties of the agreement must be aligned with this, since some expenses or payments should be made by the Second Party on behalf of the client).
- Each Party should make an exact financial evaluation of the case on a case by case scenario, and provide the estimated costs to the Third Parties. The aforementioned financial evaluation should be as accurate as possible. This is a highly important recommendation, in order to estimate our fees and make us sum up the costs of other Parties too. Thus, the client should make a prior partial payment of the final amount which has to be paid, in order to commence the procedure and make the needed payments to the potential involved Third Parties.
- In the case that the expenses to the Third Parties, exceed the prior financial evaluation which was made, the Second Party should inform immediately the First Party about it. The Second Party is not authorized to pay the costs' difference unless after the First Party will be informed and proceed with an approval of the new financial statement.
- What is more, there will be a monthly clearance of outstanding finances in relation to the cases processed within a (1) month. Having regard to the applicable laws, the charter document if any and any applicable obligations, both Parties agree to assist each other for the purposes of tax compliances as per applicable law.
- Both Parties are obligated to keep the other Party informed about the finances, commercials, work progress, including but not limited to other notable events during the course of the agreement.
- The First Party shall invoice clients for each new agreement, assignment, task, project, work or case, bearing in mind the case by case scenario. The Second Party will be paid by the amount which will be agreed and based on the asked task.
- Both Parties will receive a percentage on a case by case basis for the cases and clients that make referrals to each other (given that the case will be finally assigned to), even if it has not any scientific participation in the case. Thus, in the case that the Second Party suggests our services to a client which is located abroad, for instance, in France, in order to put through his case, the Second Party will receive the percentage to be agreed upon on a case by case basis, on every amount that the client will pay.
- The Parties agree to maintain complete transparency of invoices, bills and receipts etc. for the purposes of this Agreement.

## **ARTICLE 5 - MANAGEMENT**

Each Party will designate a partner, point-of-contact, officer or other senior person to be responsible for the overall administration of this Agreement.

## **ARTICLE 6 - PRACTICE OF LAW**

Each party will have the right, to practice law individually or throughout another firm under the condition that they will not solicit or raid either clients or potential clients, neither directly nor indirectly. Consequently, the Parties agree to neither compete with each other nor act/omit with malice. The Parties agree to harbor healthy, transparent and conducive relations.

## **ARTICLE 7 - CONFIDENTIAL INFORMATION & NON CIRCUMVENTION**

The Parties acknowledge and agree that in the course of the performance of the services from both the Parties (collectively, the "Services") or additional services pursuant to this Agreement, each Party may be given access to, or come into possession of, confidential information of the other Party which information may contain trade secrets, proprietary data, business connections or other confidential material of that Party. Materials used in any engagement undertaken pursuant to this Agreement will not be altered or changed without the consent of both Parties. Each Party agrees that it will not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it in written or other tangible form or orally, identified as confidential or may reasonably be **deemed to be of confidential nature**, by the other Party without the prior written consent of the other Party. Each Party will take every reasonable precaution to protect the confidentiality of such information within its scope of control. In the event of termination of this Agreement, there will be no use or disclosure by any Party of any confidential information of the other Party. This section will not apply to any confidential information which is or becomes generally known and available in the public domain through no fault of the Party in control of such information. The Parties further agree that they will never, during the term of this Agreement and for a further period of two (2) years, circumvent or attempt to circumvent the other Party to directly approach any business contact or business of the other Party disclosed in pursuance to this Agreement without the prior express written consent to the Party originally disclosing the business contact or business as stipulated above.

## **ARTICLE 8 - NON – PARTNERSHIP and further assurance**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the Parties, and neither Party will have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing in advance. The Parties do not contemplate a sharing of profits relating to the Services so as to create a separate taxable entity,

nor co-ownership of a business or property so as to create a separate partnership under the law of any jurisdiction.

#### **ARTICLE 9 - TRADEMARK, TRADE NAME, COPYRIGHTS AND REPRESENTATION**

- **General:** Except as expressly provided herein, this Agreement does not give either Party any ownership rights or interest in the other Party's trade name, trademarks, copyrights or any other intellectual property.
- **Promotion and Referral Activities:** Any use of trademark, trade name and copyrights for promotional and/or referral activities must be done in compliance with the provisions of this Agreement unless with prior written consent of the other Party.

#### **ARTICLE 10 - INDEMNIFICATION**

Neither of the Parties will be required hereunder to defend, indemnify or hold harmless the other or its partners, associates, shareholders, directors, officers, employees and agents, or any of them, from any liability resulting from the negligence or wrongful acts of the Party seeking indemnification or of any third-party. Both agree to give the other prompt written notice of any claim or other matter as to which it believes this indemnification provision is applicable. The indemnifying Party will have the right to defend against any such claim with counsel of its own choosing and to settle or compromise such claim as it deems appropriate.

#### **ARTICLE 11 - NON-SOLICITATION OF PERSONNEL**

The Parties agree not to engage as employees the other's employees during the term of this Agreement and for a period of three (3) months following expiration or termination of this Agreement except as may be mutually agreed in writing.

#### **ARTICLE 12 - INTELLECTUAL PROPERTY**

- Any and all work, tasks, assignments, projects etc. performed on engagements pursuant to this Agreement by either Party and information, materials, products and deliverables developed in connection with engagements pursuant to this Agreement will be the property of the respective Party performing the work substantially.
- All underlying methodology utilized respectively which was created or developed by either prior to the date of this Agreement and utilized in the course of performing engagements pursuant to this Agreement will not become the property of the other.

**ARTICLE 13 - MISCELLANEOUS PROVISIONS**

- **Entire Agreement:** This Agreement together with all documents incorporated by reference herein, constitutes the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations, understandings, or other matters, whether oral or written, with respect to the subject matter hereof. This Agreement cannot be modified, changed or amended, except for in writing signed by a duly authorized representative of each of the Parties.
- **Conflict:** In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement will prevail.
- **Assignment and Delegation:** Neither Party will assign or delegate this Agreement or any rights, duties or obligations hereunder to any other person or entity without prior express written approval of the other Party.
- **Notices:** Any notice required or permitted to be given under this Agreement will be in writing, by hand delivery, commercial overnight courier, registered or certified mail, or by e-mail to the correspondences stated below for the FIRST LAW FIRM or to the address stated below for the SECOND party, and will be deemed duly given upon receipt, or if by registered or certified mail then considered to be delivered in three (3) business days following deposit in the mail, or if by e-mail then considered to be delivered within one (1) day of sending the same. The Parties hereto may from time to time designate in writing other addresses expressly for the purpose of receipt of notice hereunder.


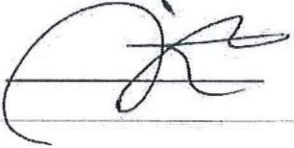
	Address	Email ID	Phone Number
Oikonomakis Christos Global Law Firm	42-44, Iroon Polytechniou, 2 <sup>nd</sup> floor, P.O. 18535, Piraeus, Greece	<a href="mailto:info@oikonomakislaw.com">info@oikonomakislaw.com</a> <a href="mailto:cashier@oikonomakislaw.com">cashier@oikonomakislaw.com</a> <a href="mailto:contact@oikonomakislaw.com">contact@oikonomakislaw.com</a> <a href="mailto:project@oikonomakislaw.com">project@oikonomakislaw.com</a> <a href="mailto:accounting@oikonomakislaw.com">accounting@oikonomakislaw.com</a> <a href="mailto:pr@oikonomakislaw.com">pr@oikonomakislaw.com</a> and any other email with the domain @oikonomakislaw.com <a href="http://www.oikonomakislaw.com">www.oikonomakislaw.com</a>	+ 302103600036  and any other telephone number referred as contact information on the website <a href="http://www.oikonomakislaw.com">www.oikonomakislaw.com</a>

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- **Severability:** If any provision of this Agreement is declared invalid or unenforceable, such provision will be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision will not affect any other provision of this Agreement, and this Agreement will continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
- **Mergers, Acquisitions, Collaborations and Transformations:** Each Party respectively acknowledges that it is considering future business expansion, which may be either through a merger, acquisition, collaboration, or transformation into another entity, and that each Party shall endeavor to keep this Agreement effective and, if required, shall propose to carry out the necessary changes in the Agreement and at its internal level to achieve the objectives of this Agreement in all such cases.
- **Dispute Resolution:** In case of any dispute between the Parties, the matter will be decided through mutual negotiations, mediations, failing which arbitration will be preferred, through a sole arbitrator under the applicable rules of DIAC (Dubai International Arbitration Center) The seat of the arbitrator will be in Dubai, or any other place where both the parties mutually agree upon and the language of the arbitration will be English. However, any such arbitration must allow the Parties to participate, attend, represent, and contest in the said arbitration remotely via video conference over the internet or web using any third-party software suitable for the same or any software/app decided mutually between the Parties or decided by the Arbitrator in the natural course of exercise of his powers.
- **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the UAE.
- **Paragraph Headings:** The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.
- **Counterparts:** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- **Expenses:** Each of the Parties shall bear their respective expenses incurred in connection with negotiating, drafting, pursuing and consummating this Agreement including brokerage fee, or fees for legal advisors, auditors, consultants or other representatives. Each Shareholder shall be responsible for the payment of any and all taxes or duties related to the allotment, stamp or other

similar taxes attributable to the issuance and allotment of the relevant Subscription Shares to such Shareholder. Further, each Shareholder shall be responsible for all its direct taxes namely income tax, TDS, etc.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have caused this Agreement to be executed as of the date first written above.

<b>For Oikonomakis Christos Global</b>	<b>For YAZCONSULT MIDDLE EAST LLC</b>
<b>Authorized Representative</b>	<b>Authorized Representative</b>
<b>Name: Oikonomakis Christos</b>	<b>Name: Joseph Yazbeck Ramadi</b>
<b>Sign:</b> 	<b>Sign:</b> 
<b>Date: June 2, 2022</b>	<b>Date: June 2, 2022</b>
<b>Place: Piraeus, Greece</b>	<b>Place: Beirut, Lebanon</b>

ΟΙΚΟΝΟΜΑΚΗΣ ΧΡΗΣΤΟΣ ΔΙΕΘΝΗΣ ΔΙΚΗΓΟΡΙΚΗ ΕΤΑΙΡΕΙΑ  
 ΑΣΤΙΚΗ ΕΠΑΓΓΕΛΜΑΤΙΚΗ ΕΤΑΙΡΕΙΑ ΔΙΚΗΓΟΡΙΚΗ  
 ΑΦΜ: 997200033, Δ.Ο.Υ.: Α' ΠΕΙΡΑΙΑΣ  
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**YAZCONSULT MIDDLE EAST LLC**  
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