

VERTARA PARTNER TERMS

(Master Agreement)

Program Operator: Fortara Consultancy FZCO

Program: Vertara

Effective upon acceptance

These Partner Terms ("Terms") govern participation in the Vertara Partner Program (the "Program") operated by Fortara Consultancy FZCO, a company registered in the IFZA Free Zone, Dubai, United Arab Emirates (the "Company").

By checking the acceptance box, creating an account, or otherwise indicating acceptance, the individual or entity ("Partner") agrees to be bound by these Terms, the Privacy Policy and the AML Statement. The Commercial Schedule forms an integral part of these Terms and is accepted in accordance with Clause 8.

1. Definitions

"Client" means any individual or entity introduced by the Partner through the Platform.

"Referral" or **"Lead"** means the introduction of a potential Client via the Platform.

"Platform" means the Vertara online system and related tools.

"Program" means the Vertara partner program operated by the Company.

"Commercial Schedule" means the document setting out the applicable remuneration structure, rates and payment conditions, made available to the Partner within the Partner Account.

"Disbursement" means the actual transfer of loan funds to the Client under an Equity Release or corporate lending facility arranged with the involvement of the Company.

2. Nature of the Program and Role of the Partner

2.1 The Partner participates in the Program solely as an introducer. The Partner's role is limited to identifying potential Clients and submitting Referrals through the Platform.

2.2 The Partner does not act as a real estate broker, mortgage broker, financial advisor, or representative of the Company in any regulated capacity. The Partner has no authority to negotiate terms, provide financial advice, bind the Company, or represent that it acts under the Company's licence.

2.3 All structuring, packaging, bank communication and transaction support are performed by the Company or by licensed third parties engaged by the Company. The final decision on any facility rests exclusively with the relevant bank or financial institution and the Client.

2.4 Nothing in these Terms shall be construed as the Company granting, sublicensing or sharing any regulatory licence with the Partner.

3. Independent Contractor Status

3.1 The Partner is and remains an independent contractor. Nothing in these Terms creates an employment, partnership, joint venture or agency relationship.

3.2 The Partner is solely responsible for its own taxes, visas, permits, insurance, business expenses and regulatory compliance applicable to its activities.

3.3 The Company does not control the Partner's working methods, hours or client acquisition activities outside the submission of Referrals through the Platform.

4. Non-Competition in Real Estate Brokerage

4.1 The Company confirms that neither Fortara Consultancy FZCO, nor the Vertara Program, nor any entity under common control, engages in, or intends to engage in, the sale, purchase or leasing of real estate in the United Arab Emirates as a real estate broker.

4.2 This position is deliberate and forms a material basis of the trust relationship with Partners who operate in the real estate sector.

4.3 The Partner acknowledges that the Company's activities are limited to business consultancy, transaction structuring and related introductory services in connection with financing products.

5. Client Introduction and Ownership

5.1 Any Client validly introduced by the Partner through the Platform is recorded against that Partner.

5.2 The Partner retains the right to remuneration in respect of successful transactions with that Client for a period of twenty-four (24) months from the date of the last Disbursement to that Client.

5.3 During the 24-month period the Company shall not knowingly circumvent the Partner by dealing with the same Client on the same product type through another introducer, except where:

- the Partner has been terminated for cause; or
- the Client independently approaches the Company without any involvement of the Partner and the Company has no reasonable basis to link the approach to the Partner's prior introduction.

In the latter case, the Company shall notify the Partner in writing within five (5) business days if it intends to deal with any such Client and shall, upon request, provide reasonable information supporting the independent origin of the approach.

5.4 After expiry of the 24-month period the Partner's right to remuneration in respect of that Client ceases, unless a new Referral is validly submitted and accepted.

5.5 The Company reserves the right to reject, suspend or close any Referral at its reasonable discretion, including where the Referral is incomplete, duplicate, high-risk, or inconsistent with the Company's compliance standards.

6. Non-Circumvention

6.1 The Partner shall not circumvent the Company by referring the same Client directly to banks, financial institutions or competing intermediaries for the same product type after having submitted the Referral through the Platform, for as long as the 24-month ownership period remains active.

6.2 The Company shall not circumvent the Partner in the manner described in Clause 5.3.

6.3 The obligations in this Clause survive termination of these Terms for the duration of any applicable ownership period.

7. Representations, Warranties and Indemnity

7.1 The Partner represents and warrants that each Referral:

- (a) has been obtained lawfully and in compliance with applicable laws of the UAE and any other relevant jurisdiction;
- (b) is not subject to any exclusivity, non-solicit, employment, brokerage or confidentiality restriction that would be breached by the introduction;
- (c) does not originate from a breach of the Partner's obligations to any third party (including another brokerage or employer).

7.2 The Partner shall disclose to the Company any existing affiliation or contractual restriction that may create a conflict of interest.

7.3 The Partner shall indemnify, defend and hold harmless the Company, its directors, officers and employees from and against any claims, losses, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with:

- (a) any breach of Clause 7.1 or 7.2;
- (b) any claim by a third party that the introduction violated their rights;
- (c) any unauthorised use of third-party data or confidential information by the Partner.

7.4 The Company has no obligation to verify the origin of any Referral. Responsibility for lawful origination rests solely with the Partner.

7.5 Where the Partner is an entity, the individual accepting these Terms represents that they have full authority to bind that entity. Where the Partner is an individual accepting on behalf of an agency or other organisation, they represent that they are duly authorised to do so.

8. Commercial Schedule and Acceptance

8.1 The specific remuneration structure, rates, calculation method and payment conditions applicable to the Partner are set out in the Commercial Schedule.

8.2 The Commercial Schedule is made available to the Partner inside the Partner Account after successful registration.

8.3 By submitting the first Referral or by otherwise using the core functionality of the Platform, the Partner is deemed to have accepted the then-current Commercial Schedule.

8.4 The Commercial Schedule forms an integral part of these Terms. In the event of conflict between these Terms and the Commercial Schedule on commercial matters, the Commercial Schedule prevails, subject to Clause 20.

8.5 The Company may update the Commercial Schedule prospectively by notice within the Platform. Changes do not affect remuneration already earned in respect of Referrals submitted before the effective date of the change.

9. Partner Obligations

The Partner agrees to:

- (a) submit accurate and complete information when creating Referrals;
- (b) act in a professional and ethical manner;
- (c) not misrepresent the Company's services, licence status or the nature of the products;
- (d) not use the Company's name, brand or materials in any misleading way;
- (e) comply with applicable laws and the Company's reasonable compliance requests;
- (f) maintain the confidentiality of any non-public information received from the Company.

10. Company Obligations

The Company agrees to:

- (a) provide the Partner with access to the Platform in accordance with these Terms;
- (b) record valid Referrals against the Partner;
- (c) process accepted Referrals in a professional manner;
- (d) calculate and pay remuneration in accordance with the Commercial Schedule once the Company's corresponding fee has been received;
- (e) maintain the confidentiality of the Partner's non-public business information, subject to legal and compliance requirements.

11. Confidentiality

11.1 Each party shall keep confidential all non-public information received from the other party in connection with the Program, including but not limited to the structure, economics and pricing of the Vertara Partner Program, as well as client and partner lists. The Partner agrees not to use such information for any purpose other than fulfilling its obligations under these Terms, and in particular not to use it to the detriment of the Company or for competing activities.

11.2 The Company shall not use the Partner's client lists or non-public lead data for purposes unrelated to the Program without the Partner's consent, except where required by law or compliance obligations.

11.3 Confidentiality obligations survive termination for a period of five (5) years.

12. Data Protection

Both parties shall comply with applicable data protection laws, including the UAE Personal Data Protection Law. Processing of personal data is further governed by the Company's Privacy Policy, which the Partner accepts as part of these Terms.

13. Intellectual Property and Brand Use

13.1 All intellectual property rights in the Platform, the Vertara brand and related materials remain the exclusive property of the Company.

13.2 The Partner may use the Vertara name and approved materials solely for the purpose of introducing Clients to the Program and only in the form approved by the Company.

13.3 The Partner shall not register any domain, social media account or trademark containing "Vertara" or confusingly similar names.

14. Term and Termination

14.1 These Terms become effective upon acceptance and continue until terminated.

14.2 Either party may terminate these Terms for convenience by giving thirty (30) days' written notice.

14.3 The Company may suspend or terminate the Partner's access immediately for cause, including but not limited to:

- material breach of these Terms;
- fraud, misrepresentation or provision of false information;
- submission of Referrals in breach of Clause 7;
- conduct that exposes the Company to legal, regulatory or reputational risk;
- repeated submission of low-quality or non-compliant Referrals after warning.

14.4 Upon termination for cause, the Partner shall only be entitled to remuneration in respect of those Referrals for which the Company has already received its corresponding fee prior to the date of the termination notice. The Company may suspend any pending payments during the investigation of the circumstances giving rise to termination. This Clause applies to the extent permitted by applicable law of the United Arab Emirates.

15. Survival

Clauses 5, 6, 7, 11, 13, 15, 16, 17, 20 and 21 survive termination.

16. Limitation of Liability

16.1 Nothing in these Terms excludes liability for fraud, wilful misconduct or any liability that cannot be excluded under applicable law.

16.2 Subject to Clause 16.1, the Company's total aggregate liability arising out of or in connection with these Terms shall not exceed the total remuneration paid to the Partner in the twelve (12) months preceding the claim.

16.3 The Company shall not be liable for any indirect, consequential, or loss-of-profit damages.

17. Governing Law and Dispute Resolution

17.1 These Terms are governed by the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates.

17.2 The parties shall first attempt to resolve any dispute through good-faith negotiation and, if necessary, mediation.

17.3 If the dispute remains unresolved, it shall be submitted to the exclusive jurisdiction of the courts of the Emirate of Dubai.

18. No Exclusivity

Participation in the Program is non-exclusive. Nothing in these Terms restricts the Partner from introducing clients to other programmes or service providers, or restricts the Company from working with other partners, unless a separate written exclusivity arrangement is expressly agreed and signed by both parties.

19. Set-off

The Company may set off any amount owed by the Partner to the Company (including repayable remuneration under the Commercial Schedule) against any remuneration or other sum payable by the Company to the Partner.

20. Individual Written Agreements

20.1 If the Company and the Partner execute a separate written agreement (including a framework agreement, side letter or schedule signed by both parties), such written agreement shall prevail over these Partner Terms and the Commercial Schedule to the extent of any conflict, except that nothing in any individual agreement shall:

- (a) reduce or waive the Partner's obligations under the AML & Sanctions Statement or applicable sanctions and anti-money laundering laws;
- (b) reduce or waive obligations relating to personal data protection under the Privacy Policy and applicable law; or
- (c) be construed as granting, sublicensing or sharing any regulatory licence of the Company, or changing the Partner's status as an independent introducer.

20.2 Acceptance of these online Partner Terms does not prevent the parties from entering into such a written agreement. Where a written agreement is in force, registration and use of the Platform remain subject to these Terms except as expressly modified by that agreement.

21. Anti-Bribery and Corruption

Each party shall comply with applicable anti-bribery and anti-corruption laws. The Partner shall not offer, promise or give any undue advantage to any person in connection with the Program, and shall promptly notify the Company of any request or demand for any undue financial or other advantage received in connection with these Terms.

22. Force Majeure

Neither party shall be liable for delay or failure to perform resulting from circumstances beyond its reasonable control, including natural disasters, war, terrorism, epidemic, government action, or failure of utilities or public networks, provided that the affected party gives prompt notice and uses reasonable efforts to mitigate. If such circumstances continue for more than sixty (60) days, either party may terminate these Terms by written notice without liability for such termination.

23. Notices

Notices under these Terms may be given by email to the address registered by the Partner in the Partner Account and to the Company's address at partners@vertara.ae (or such other address as a party notifies in writing). Notices sent by email are deemed received on the next business day after sending, unless a delivery failure notification is received.

24. Language

These Terms are executed in English. If a translation is provided, the English version prevails in the event of any conflict or inconsistency.

25. General

25.1 The Company may amend these Terms by providing at least thirty (30) days' notice via the Platform or email. If the Partner does not agree with the amended Terms, the Partner may terminate these Terms without penalty by giving written notice within thirty (30) days of the Company's notice. Continued use of the Platform after this period constitutes acceptance of the amended Terms.

25.2 If any provision is held invalid, the remaining provisions continue in full force.

25.3 These Terms, together with the Privacy Policy, AML Statement and Commercial Schedule, constitute the entire agreement between the parties and supersede all prior understandings, subject to Clause 20.

25.4 The Partner may not assign these Terms without the Company's prior written consent. The Company may assign these Terms to an affiliate or successor.

26. Acceptance

By checking the acceptance box, creating a Partner Account, or submitting a Referral, the Partner confirms that it has read, understood and agreed to be bound by these Partner Terms, the Privacy Policy and the AML Statement.