

Dandy Company Ltd

Street No:02, Gate No:160,Industrial Area
Doha-2239
Qatar
44422980

Supplier Invoice

Invoice Number	DCLSDI00007-0423	Supplier Invoice Number	02110231347
Invoice Date	18/04/2023	Supplier Invoice Date	18/04/2023
Invoice Currency	QAR	Supplier Invoice Amount	25,000.00
Invoice Status	Authorized	Finance Book	DCL_FB
Created By	AHMADHANEEF	Comments	Expenses for Remaining 50 % Annual audit fee for Financial statements of dandy for the year Ended 31-Dec-2022

Supplier

KPMG
25 C RING ROAD, P.O.BOX 4473, DOHA,
Doha-
Qatar
44576444

Pay To Supplier

KPMG
25 C RING ROAD, P.O.BOX 4473, DOHA,
Doha-
Qatar
44576444

S No.	AccountCode/Description/Remarks	Cost Center	Analysis Desc	Uom	Quantity	Rate	Amount
1:	23011200003 Payable - Audit fees Expenses for Remaining 50 % Annual audit fee for Financial statements of dandy for the year Ended 31-Dec-2022						25,000.00

Expenses for Remaining 50 % Annual audit fee for Financial statements of dandy for the year Ended 31-Dec-2022

Amount in QAR

25,000.00**Terms of Payment**

30 DAYS

Amount in Words Qatari Riyal Twenty-Five Thousand Only

Authorized Signatory



KPMG
25 C Ring Road
PO Box 4473, Doha
State of Qatar
Telephone: +974 4457 6444
Fax: 974 4442 5626
Website: www.kpmg.com.qa

INVOICE

INVOICE 02110231347
DATE: 18-APR-2023

TO:

Dandy Company Limited W.L.L.
PO Box 3805
Doha

DESCRIPTION	AMOUNT
Professional Services Rendered in Connection With: Final audit invoice for the financial statements of 31 December 2022	25,000.00
Total Now Due (QAR)	25,000.00

Our charges are payable when this fee note is issued. This account is therefore now due for settlement.
This Computerised Invoice Requires No Signature

Make all checks payable to KPMG

Payment may be made by bank transfer to the following account:

Account Name : KPMG
Account No : 100001013093
Bank Name : Dukhan Bank
Bank Address : Suhaim Bin Hamad Street, P O Box 27778, Doha, State of Qatar
IBAN : QA39BRWA000000000100001013093
SWIFT : BRWAQQA
Currency. : Qatari Riyals



KPMG
Zone 25 C Ring Road
Street 230, Building 246
PO Box 4473, Doha
State of Qatar
Telephone: +974 4457 6444
Fax: +974 4436 7411
Website: home.kpmg/qa

The Management
Dandy Company Limited W.L.L.
PO Box 2239
Doha
State of Qatar

Our ref: 1609206356/11817025/13
559/2023

09 January 2023

Subject: Audit engagement letter with Dandy Company Limited W.L.L.
For the year ended 31 December 2022

KPMG in Qatar sets out below the basis on which we will deliver external audit services (the "Services") to Dandy Company Limited W.L.L. (hereafter the "Company") for the year ended 31 December 2022 (the "engagement"), and the respective areas of responsibility of the Company's management and of ourselves.

This letter of engagement (the "Engagement Letter") together with the General Terms of Business shown as **Appendix 1** to this Engagement Letter (together referred to as the "Services Contract") constitute the entire agreement and understanding between us with respect to the Services.

This Services Contract supersedes all previous agreements, arrangements and understandings between us with respect to the subject matter, which shall cease to have any further force or effect. Any variation to the terms of this Service Contract shall be made in writing and will not be effective unless signed by an authorized representative of both parties.

Scope of the Services

We shall audit the financial statements of the Company as of and for the year ended 31 December 2022.

Our audit will be conducted in accordance with International Standards on Auditing (hereafter "ISA") issued by the International Auditing and Assurance Standards Board (IAASB). Our responsibilities under those standards are further described in the "Auditor's Responsibilities" section of this Engagement Letter.

The objectives of an audit are for the auditor to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error. "Reasonable assurance" is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISA will always detect a material misstatement when it exists.

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Misstatements can arise from fraud or error and are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We are also required by ISA to communicate audit matters of governance interest arising from our audit with those charged with governance. We shall in consultation with you, determine the relevant persons who are charged with governance and with whom audit matters of governance interest are to be communicated by us.

Auditor's responsibilities

We have a responsibility to report to the shareholders of the Company:

- whether in our opinion the financial statements of the Company present fairly, in all material respects, the financial position of the Company as at 31 December 2022, and its financial performance and its cash flows for the year then ended in accordance with International Financial Reporting Standards (IFRS).

Our report, which will include our audit opinion (the "Audit Report"), will be issued once we have obtained sufficient appropriate audit evidence based on an audit conducted in accordance with ISA. Refer to section "Deliverables" for more details.

- whether:
 - We have obtained all the information and explanations we considered necessary for the purposes of our audit.
 - The Company has maintained proper accounting records and its financial statements are in agreement therewith.
 - The physical count of any inventories was carried out in accordance with established principles
 - We are aware of any violations of the applicable provisions of the Qatar Commercial Companies Law No. 11 of 2015 as amended by Law No. 8 of 2021, or the terms of the Company's Articles of Association having occurred during the year which might have had a material effect on the Company's financial position or performance as at and for the year then ended.



Responsibilities of Management

Management is responsible for:

- the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards (hereafter "IFRS") and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

- complying with the Qatar Commercial Companies Law No. 11 of 2015 as amended by Law No. 8 of 2021, and the terms of the Memorandum and Articles of Association of the Company and amendments thereto.
- providing to us unrestricted access to:
 - all information that management is aware of that it is relevant to the preparation of the financial statements, such as accounting records, minutes of meetings, and documents or statements including the Chairman's or Board of Director's report which are issued with the financial statements;
 - additional information that we may request from management for the purposes of the audit; and
 - persons within the Company from whom we determine it necessary to obtain audit evidence.

In connection with representations and the supply of information to us generally, we draw your attention to Article 146 of the Qatar Commercial Companies Law of 2015 as amended by Law No. 8 of 2021, which sets out requirements relating to the disclosure of information to auditors.

- informing us of any significant event occurring between the date of our Audit Report and that of the Annual General Meeting of the Company which may have an impact on the financial statements.
- inviting us to attend all general meetings of the Company and sending us notice of all such meetings as well as copies of all written resolutions of shareholders.

Representations from management

The information used by management in preparing the financial statements will invariably include facts or judgements, which are not themselves recorded in the accounting records. As part of our normal audit procedures, we may request appropriate members of the Board of Directors or management to provide written confirmation each year of such facts or judgements and any other oral representations, which we have received during the course of the audit on matters having a material effect on the financial statements. We will also ask them to confirm in that letter that all important and relevant information has been brought to our attention.



We shall present to those charged with governance a schedule of any misstatements that have come to our attention in the course of our audit work. If you decide not to adjust the financial statements for any of such misstatements, we shall request a written representation from those charged with governance that the effects of these uncorrected misstatements are immaterial, individually and in aggregate, to the financial statements as a whole.

Deliverables

Our Audit Report will be prepared in accordance with the provisions of ISA 700 (Revised) "Forming an Opinion and Reporting on Financial Statements", ISA 705 (Revised) "Modifications to the Opinion in the Independent Auditor's Report", and ISA 706 (Revised) "Emphasis of Matter Paragraphs and other Matter Paragraphs in the Independent Auditor's Report", as appropriate. The form and content of our Audit Report will be influenced by our findings. We have a professional responsibility to state in our Audit Report if the financial statements do not comply in any material respect with any IFRS or unresolved issues identified during our audit.

Fees

Our fees are based on the time that is required for the completion of the work by the individuals assigned on the engagement. Our hourly charging rates vary depending on the complexity of the assignment and the responsibility which is assumed, as well as the skills and expertise of the members of our staff who will be required to carry out the assignment.

Our audit fees for the year ended 31 December 2022 as agreed with you, are QR 50,000.

Our fees in the above paragraph do not include:

- Out of pocket expenses. These will be charged separately as incurred;
- Value Added Tax and other taxes (where applicable); and
- the value of any additional time dealing with errors in your accounting records, deficiencies in your systems of controls or with any other major issues that may come up during our audit, and which, had we been aware of their existence, would have necessitated the quotation of a higher audit fee as well as any additional work which may become necessary as a result of unforeseen circumstances. In such circumstances any additional audit fees will be agreed with you.

Our invoices, which are payable on presentation to you, will be issued each year as follows:

- 50% on signature of this engagement letter; and
- 50% on completion of the audit.

Any additional out of scope audit related services performed by us will be billed based on the actual number of hours and our hourly rates. Further, we will also be charging you for any



expenses (including any charges by the regulators) incurred by us in connection with such regulatory reviews.

Audit timetable

We will separately agree with you suitable target date for completion of our audit and we will schedule our work in order to meet this target date.

The date of our audit report will be adhered to provided that management will provide all audit supporting evidence upon our request and no significant audit issues are identified that could require additional time for resolution.

Special Circumstances

During the engagement, each party shall keep the other party reasonably informed of any events which relate to COVID 19 or any other such situation that:

- I. is not existing or reasonably foreseeable at the date of the Services Contract; AND
- II. which will materially and adversely affect the notifying party's ability to perform its obligations under the Services Contract.

Each party will co-operate with the other in implementing reasonable mitigation measures to enable us to perform the services in a way that seeks to limit the risk or potential impact related to Covid-19.

If, as a result of the global COVID19 virus situation, performance by a party of its obligations under the Services Contract are rendered onerous/ impossible or impracticable, the time for performance of such obligations shall be extended by such period as is reasonable in the circumstances without any liability on the nonperforming party.

KPMG's team

The overall responsibility for the conduct of the engagement will be with Salim Khalil, who will act as the engagement leader, and who will be supported by suitably qualified personnel of our firm.

Our engagement team will include personnel provided by other KPMG network firms or we may appoint other KPMG persons outside of the territory in which we are based to support us in the delivery of our services under this Engagement Letter. We may disclose confidential information related to this engagement to KPMG Persons to perform their job in pursuant to this Engagement Letter. KPMG teams overseas will report directly to local management of KPMG and we will remain responsible for all work performed by KPMG teams overseas.

Administrative matters

If at any time you would like to discuss with us anything about our Services to you, including how this could be improved, or if you are dissatisfied with any aspect of our Services, please raise the matter immediately with the engagement leader responsible or/and with the Client Relationship Partner. If however, at any time you are unable to deal with any difficulty through him, please let us know by contacting our Country Senior Partner, Ahmed Abu Sharkh. We undertake to look into your concerns carefully and promptly respond to you.



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Statement of entire agreement

If the foregoing are in accordance with your understanding of the arrangements for the engagement, please sign and return to us the duplicate of this Services Contract.

Any inconsistency between the Engagement Letter and any elements of the Services Contract, the Engagement Letter shall prevail.

These terms shall also apply to any subsequent reappointments unless otherwise agreed in writing and to other work associated with or incidental to any of the Services performed under this Engagement Letter.

Yours faithfully

A handwritten signature in black ink, appearing to read "Salim Khalil".

Salim Khalil
Associate Partner

I have read this Services Contract and accept the terms and conditions set out therein.

Signed:

A handwritten signature in black ink, placed over a horizontal dotted line.

(Name and position)
09 January 2023



Appendix 1: General Terms of Business

These General Terms of Business apply to the delivery of Services by KPMG to a client pursuant to an Engagement Letter enclosing these General Terms of Business and recording the Engagement ("the Engagement Letter").

Definitions

Auditing Standards means those standards under which we shall conduct our Services and as defined under the Scope in the Engagement Letter.

Services means the services to be delivered by us under the Engagement Letter.

KPMG or we (or derivatives) means the KPMG contracting party as identified in the Engagement Letter.

You / Entity / client (and derivatives) means the addressee (or addressees) of the Engagement Letter.

Services Contract means the contract formed by these General Terms of Business and the Engagement Letter, together with any documents attached with the Engagement Letter.

Engagement means Services to be performed for the period(s) mentioned in the Engagement Letter.

Engagement Team means, collectively or individually, KPMG Persons (excluding corporate bodies, entities or firms) who is or are involved in delivering the Services.

KPMG Persons means the KPMG contracting party, each and all of our partners, members, directors, employees, suppliers and agents, as the case may be, together with any other body or entity controlled by us or owned by us or associated with us and each and all of its partners, members, directors, employees and agents and "KPMG Persons" shall mean any one of them.

Financial Statements / Financial Information means the Financial Statement / Financial Information referred in the Engagement Letter.

Deliverable / Report means the report(s) to be issued by KPMG and as described in the Deliverable clause in the Engagement Letter.

Third Party means any person, firm or entity who is not a party to the Services Contract. No KPMG Persons shall be a Third Party for the purposes of the Services Contract.

These definitions shall apply wherever these words and phrases are used in the Services Contract.

1. Our services and responsibilities

1.1. The Engagement Letter shall set out the Services to be delivered by us and associated matters.

1.2. The Services shall be delivered with reasonable skill and care.

1.3. We conduct the Services in accordance with the principles of Independence, Integrity, objectivity, professional competence and due care, confidentiality, professional behavior and technical standards as defined in the Code of Ethics for Professional Accountants issued by the International Ethics Standards Board for Accountants (IESBA) and the Qatar Audit Law No. 08 of 2020.

2. Third Party rights

2.1. The Services Contract shall not create or give rise to, nor shall it be intended to create or give rise to any Third Party rights. No Third Party shall have any right to enforce or rely on any provision of the Services Contract, which does or may confer any right or benefit on any Third Party, directly or indirectly, expressly or impliedly. The application of any legislation giving to or conferring on Third Party contractual or other rights in connection with the Services Contract shall be excluded.

3. Work paper files, work papers and correspondence

3.1. Work paper files, work papers and correspondence generated for our purposes and in our possession or control and relating to the Engagement shall be our sole property. Our work papers and other internal documentation created for the purpose of carrying out our duties as auditors belong solely to us and shall not be provided to you.

4. Information

4.1 You accept the use of e-mail by KPMG to communicate with you including transferring data as attachment to e-mail messages. Whereas KPMG will generally use e-mail for the transmission of routine messages, you understand that e-mail is not a secure method for transferring data. In consenting to this method of communication, you accept the inherent risks (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and that you shall perform virus checks.



4.2 You consent that we may store, among others, documents, electronic records and/ or working papers in relation to the Services and the Services Contract (which may also include confidential information provided by you) in an electronic storage facility (KPMG local server, global network, cloud and/ or such tool hosted by KPMG network or third party(s)) or transfer to or create consolidated repositories of information to facilitate the services, administration of our business or support our infrastructure or for quality performance review and risk management.

4.3 Further, in connection with the performance of services under the Services Contract, KPMG Firms (member firm(s) of our network or KPMG Persons as defined under the Services Contract) may in their discretion, utilize the services of third party service providers within or outside of Qatar to complete the services under the Services Contract and/ or provide back-office administrative and clerical, or analytical services to KPMG. Accordingly, KPMG Firms and such third parties may in the performance of such services have access to your confidential information. KPMG represents that it has technical, legal and/ or other safeguards, measures and controls in place to protect your confidential information from unauthorised disclosure or use.

4.4 You acknowledge and accept that KPMG may disclose any and all confidential information to the extent required to do so by applicable laws, legal process or regulatory authority. You understand that your personal data and / or confidential information may be subject to disclosure in accordance with the laws applicable in the jurisdiction in which the data is processed or stored.

5. Limitation on damages

5.1. You agree that KPMG, its partners, principals, and employees shall not be liable to you for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Services performed hereunder for an aggregate amount in excess of the fee paid by you to KPMG under each such Engagement. In no event shall KPMG, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). In furtherance and not in limitation of the foregoing, KPMG will not be liable in respect of any decisions made by you as a result of the performance by KPMG of its Services under the Services Contract. The

provisions of this clause shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

5.2. You shall not bring any claim personally against any individual partner, director, employee or agent, as the case may be, of KPMG or of any body or entity controlled by us or owned by us or associated with us, other than the KPMG contracting party in respect of loss or damage suffered by you arising out of or in connection with the Engagement. This restriction shall not operate to limit or exclude the liability of the KPMG contracting party as a firm or company for the acts or omissions of its partners, directors, employees and agents.

6. Severability

6.1. Each clause or term of the Services Contract constitutes a separate and independent provision. If any of the provisions of the Services Contract are judged by any court or authority of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.

7. Force Majeure

6.1. Neither party shall be in breach of any contractual obligations nor incur any liability to the other if either party is unable to comply with the Services Contract as a result of any cause beyond its reasonable control. In the event of any such occurrence affecting either party, the affected party shall be obliged as soon as reasonably practicable to notify the other, who shall have the option of suspending or terminating the operation of the Engagement on notice taking effect immediately on delivery.

8. KPMG personnel

8.1. It is a condition of this Engagement that no offer of any kind of employment will be made by you or any firm or entity associated with you to any employee of KPMG who is part of the Engagement Team, except with our prior written consent, and with the provision that any such employment transfer can only take place following full reimbursement to us of the recruitment and training costs relating to the employee in question as determined by us and with notice period of change in employment of not less than six months.

9. Confidentiality

9.1. We are well aware of the importance that you place on confidentiality requirements and we have a proven record of maintaining a strict code of confidentiality. Our policy requires



that affairs of clients be confidentially kept at all times and the only exceptions are when one or more of the following conditions are met:

- The client has authorized disclosure in writing;
- There is a professional duty to disclose;
- Disclosure is required by law or regulation or judicial process; and
- Disclosure is required by competent court or governmental or regulatory authority.

9.2. We may acquire sensitive information concerning your business or affairs in the course of delivering the Services provided to you ("Confidential Information"). In relation to the Confidential Information, we shall be entitled to comply with the confidentiality standards applicable to us or any requirement of, including but not limited to, Qatar audit law No. 08 of 2020, Qatar Commercial Companies' Law No.11 of 2015 and the Law No.20 of the Year 2019 on Combating Money Laundering and Terrorism Financing, QFMA Rules or any other regulatory authority in Qatar with powers over us, to disclose information relating to you, to our relationship with you, and to the Services, including Confidential Information received from you.

9.3. We may share information relating to you, to our relationship with you, and the Services provided to you, including Confidential Information, in confidence, with KPMG Persons, KPMG International Cooperative and/or external advisors, and such other parties (individually and together referred to as "recipient(s)"), in each case who are required to implement safeguards to protect confidentiality, in order to support audit work, to carry out technical consultations, facilitate the administration of our business or support our infrastructure and for maintenance of quality and standards in our work.

In particular, we may share your Confidential Information to recipient(s):

- perform client and engagement acceptance procedures (including but not limited to the identification of potential conflicts of interest or compliance with independence requirements);
- perform internal risk assessments;
- support the maintenance of quality and professional standards in the conduct and delivery of services (e.g., quality reviews of the services delivered, to identify and

mitigate any KPMG quality, conduct or related risk management issues, facilitate requests by regulators, to carry out audit consultations, or the establishment and maintenance of knowledge databases);

- to create consolidated repositories of information relating to a particular audit, so that relevant audit engagement teams may access and share the most up-to-date information relating to the audit in each case in accordance with appropriate access controls, including restrictions on printing privileges;
- to allow tracking and oversight by KPMG Persons with appropriate privileges of the progress of the Engagement and to perform KPMG's internal compliance/quality performance review processes;
- to deliver appropriate knowledge and guidance during the course of the Engagement;
- to facilitate the conduct of the Engagement (including assistance provided by KPMG Persons to carry out audit work); and
- as part of our use of global information technology systems that have been built in accordance with industry good practice and which are subject to appropriate access controls.

9.4. This clause shall not apply where Confidential Information properly enters the public domain. This clause shall not prohibit our disclosure of Confidential Information where we wish to disclose it to our professional indemnity insurers or advisers, in which event we may do so in confidence only, in each case who are required to implement safeguards to protect confidentiality.

9.5. For the purposes of marketing or publicizing or selling our services we may wish to disclose that we have performed work for you, in which event we may identify you by your name and we may indicate only the general nature or category of such Services and any details which have properly entered the public domain.

10. Data Protection

10.1. Where necessary, to enable us to deliver the Services, for such purposes we shall have your authority to process personal data on your behalf in accordance with this clause. When we do so, we shall take appropriate technical and organisational measures designed to protect against unauthorised or unlawful processing of personal data and against accidental loss or



destruction of, or damage to, personal data. We shall not subcontract our processing of personal data (unless to KPMG Persons) without your prior written consent.

10.2 When you provide personal data to us, you only do so provided that you have obtained any required consents. You will ensure that processing of personal data by us or KPMG Persons will not place us or KPMG Persons in breach of applicable legislation in relation to the protection of personal data.

10.3 "DP Legislation" means, Law No 13 of 2016 with Respect to Personal Data Protection Law.

10.4 This clause 10 applies to personal data provided by you or on your behalf in connection with the Services and/or Services Contract ("personal data").

10.5 You warrant and represent that you have any necessary consent, provided any necessary notice and done all other things required under the DP Legislation to disclose personal data to us in connection with the Services. We shall act as a Controller or a Processor (as applicable) and perform the Services in accordance with the applicable DP Legislation.

10.6 We shall process the personal data as reasonably required (i) to provide the Services; (ii) for our reasonable business purposes including facilitation and support of our business and quality control; and (iii) to meet our legal and regulatory obligations. We may share personal data with other KPMG Persons, recipient(s), our subcontractors or other parties who facilitate or support our business. We will only make such a disclosure where it is required in connection with such purposes and in compliance with applicable Data Privacy Legislation.

10.7 Personal data will be processed in accordance with DP Legislation and EU Data Protection Law shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (EU General Data Protection Regulation (GDPR)) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

10.8 We shall, at all times, have in place written procedures which enables us to promptly respond to you about any data breach incident and shall notify you in accordance with our written procedures and take the appropriate steps to rectify or stop such data breach.

10.9 You shall indemnify and hold us harmless against all claims, actions, third party claims, losses, damages and expenses incurred by us and arising directly or indirectly out of,

or in connection with your breach of the DP Legislation and/or GDPR (where applicable).

11. Termination

11.1. You may terminate this Engagement at any time by giving 30 calendar days' prior notice in writing. KPMG may terminate this Engagement by giving 30 calendar days' prior notice in writing if there has been a change of law, rule, regulation or professional standard or a change in circumstance that would cause the continued provision of Services by KPMG to violate such law, rule, regulation or professional standard or would otherwise, in the reasonable opinion of KPMG, prejudice KPMG's ability to comply with any applicable auditor independence requirement. Such termination will not affect KPMG's rights of remuneration, indemnification, or any other accrued rights, which KPMG may have upon termination, as set out in the Services Contract. In addition, KPMG will:

- Receive fees for all work done up to and including the date of termination.
- Have the right to retain work papers to support advice or opinions given up to the date of termination or to support work done under the Services Contract until the date of termination.

12. Distribution of Deliverables

12.1. We recognize that the Entity may wish to publish on its web site or distribute its Financial Statements and/or the Report, to shareholders or other parties having a legitimate right to receive such by electronic or other means including as e-mail. In case of electronic distribution of the Financial Statements and/or Report, the following conditions will apply:

- The Entity shall not carry out any electronic publication or distribution without first obtaining KPMG's consent, which we shall not unreasonably withhold or delay. We may withhold our consent to the electronic publication or distribution of our Report if our Report is to be published or distributed in an inappropriate manner. Where we consent, we shall, if appropriate, supply an electronic version of our Report suitable for such publication or distribution.
- It is and shall remain the responsibility of the Entity to ensure that any such electronic publication or distribution properly presents the Financial Information and our Report. The Entity shall ensure that financial or other information published on the Entity's web site or distributed by the Entity, distinguishes clearly between Financial Information



that we are associated with and other Information and avoids any inappropriate association.

- The Entity shall retain responsibility for, the controls over and the security of its Web site and using a secure method of communication when distributing the Financial Information and our Report electronically and our work shall not extend to any consideration or examination of such matters, which shall be beyond the scope of this Engagement.

12.2. Where the Entity proposes to take advantage of laws or regulations allowing for electronic publication and other distribution of annual reports, financial statements or other client Information, our Report and other financial information to shareholders and to any regulatory authority, the Entity shall remain responsible for establishing and controlling the process for doing so.

13. Safeguarding the Entity's assets,

13.1. The responsibility for safeguarding the assets of the Entity and for the prevention and detection of fraud, error and non-compliance with law or regulations shall rest with the management and those charged with governance. We shall endeavor to plan our audit so that we have a reasonable expectation of detecting material misstatements including those resulting from fraud, error or non-compliance with law or regulations, but because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with Auditing Standards.

14. Detection of fraud – Communications to management and those charged with governance

14.1 If we identify a fraud or have obtained information that indicates that a fraud may exist, we shall communicate these matters to the appropriate level of managed in order to inform those with primary responsibility for the prevention and detection of fraud of matters relevant to their responsibilities.

14.2 Unless all those charged with governance are involved in managing the entity, if we identify or suspect fraud involving:

- (a) management;
- (b) employees who have significant role in internal control;
- (c) others where the fraud results in material misstatement in the financial statements.

We shall communicate these matters to those charged with governance. If we suspect fraud involving management, we shall communicate these suspicions to those charged with governance and discuss with them the nature, timing and extent of the audit procedures necessary to complete the audit.

14.3 We shall communicate with those charged with governance any other matters related to fraud that are, in our judgement, relevant to their responsibilities.

15. Applicable law and jurisdiction

15.1. The Services Contract shall be governed by and construed in accordance with the laws of State of Qatar. The Courts of State of Qatar shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Engagement and any matters arising from it. Each party irrevocably waives any right it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction. In the event that we are requested pursuant to subpoena or other legal process to produce the documents relating to this Engagement, in judicial or administrative proceedings to which we are not a party, you shall reimburse us at standard billing rates for our professional time and expenses, including reasonable attorney's fees in responding to such requests.

16. Our charges

16.1 Our Fees as provided under the Engagement Letter does not include Value Added Tax (VAT) and other taxes. The appropriate amount of VAT and other taxes, where applicable, shall be invoiced to and paid by Entity at the same time and on the same conditions as applied to our Fees under the Engagement Letter.

16.2 If the Services Contract is terminated or suspended, we shall be entitled to be paid for outlays incurred to that time and for the payment of fees for the work done, plus VAT thereon and other taxes (where applicable) pursuant to the above clause.