



Engagement strategy agreement

1. <Company Name> of <Reg. Address>, a company registered in the <Reg. Country>, hereby appoints Healy Consultants Pte. Ltd. (hereafter known as “Healy Consultants”) to assist with their Abu Dhabi business set up requirements. This Service Level Agreement provides a framework for Healy Consultants and <Company Name> to establish mutually acceptable engagement terms and conditions that will ensure our Client receives a standard of customer service which is commensurate with their expectations and needs;
2. To optimize the success of the engagement, we encourage our Client to insert their preferred terms and conditions (track changes). When both parties agree the content of the strategy document, please sign at the bottom of **every** page.
3. Healy Consultants agrees to provide the following services to our Client with **i)** Abu Dhabi company incorporation **ii)** Abu Dhabi bank support and account opening **iii)** obtain UAE resident company sponsorship **iv)** liaise with the relevant government authorities for licensing **v)** translation of all legal company documents into Arabic;
4. If required, Healy Consultants will be pleased to also assist our Client with **i)** residency and employment visas **ii)** locate office premises **iii)** yearly accounting and tax support and **iv)** staff recruitment;

Quick summary

5. Healy Consultants estimates total remaining engagement costs will approximate US\$46,230. Refer to **Appendix Two** to view detailed engagement invoice.
6. Healy Consultants estimates total engagement period to be 11 weeks as per below:
 - Engagement planning – 2 weeks;
 - Company incorporation and license –6 weeks;
 - Corporate bank account approval – 2 weeks;
 - Total engagement period – 10 weeks.

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Company incorporation

7. Healy Consultants will assist <Company Name> incorporate an Abu Dhabi Limited Liability company (LLC) to operate inside the UAE and bid on contracts with the Abu Dhabi government (SEHA);
8. As per SEHA's "Request for Tender No. SEHA-G/RFP/08/2013", this Abu Dhabi company aims to provide the following "clinical costing" services:
 - Supply, delivery, installation, implementation, warranty service, upgrades/support, and training of use in the cost management system;
 - Selling of Original Equipment Manufacturer (OEM)/software by <Company Name> to SEHA;
 - Purchase and delivery of all software/hardware applications, databases and tools;
 - Maintenance and support of all hardware/software;
 - Knowledge transfer and training of the new cost system;
 - The cost system will support the **i)** General Decision Support Functionality, **ii)** Costing, **iii)** reimbursement and **iv)** Reporting requirements of SEHA;
9. Because of the above business activities, it is compulsory that <Company Name> establish a resident LLC company (hereafter known as <New Company Name>) with **i)** 51% local sponsor, **ii)** the correct licensing to conduct this business activity, **iii)** physical office space lease agreement **iv)** and hire employees. Healy Consultants will efficiently and effectively complete these tasks in a timely manner, minimizing inconvenience to our Client;
10. Detailed company incorporation procedures are outlined in **Appendix One**. To enable Healy Consultants efficiently and effectively incorporate the Abu Dhabi company, we recommend the following strategies:
11. <New Company Name> must deposit a minimum paid up share capital of AED 150,000 (US\$ 40,830) into an Abu Dhabi corporate bank account. Healy Consultants will assist in opening up an Abu Dhabi corporate bank account. One month after business license approval, the capital injected can be freely allocated to business expenses;
12. <Director> must travel to Abu Dhabi to **i)** sign company incorporation forms in front of a notary public **ii)** sign the UAE shareholder agreement in front of the local Abu Dhabi courts and **iii)** attend a brief banking interview to assist with bank account approval. Healy Consultants Abu Dhabi affiliate office manager will accompany <Director> to all of these

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meetings. <Director> should plan to stay in Abu Dhabi for a minimum of 3 days to complete these formalities;

13. Before company registration, <New Company Name> must present a 12 months lease agreement to the Abu Dhabi Economic Department. If this is not possible, Healy Consultants will provide a small working office premises for 12 months until <New Company Name> finds their preferred location. Before the business license is approved, a representative from the Economic Department will inspect our Client's office;
14. <New Company Name> must appoint a minimum of one director and two shareholders. Healy Consultants recommends the sole director and sole bank signatory be <Director>. <Director> will own 49% of the company share capital;

Legal and compliance considerations

15. As per Abu Dhabi Commercial Companies Law No. 8 of 1981, all resident Abu Dhabi companies must have a majority of their shares held by an Abu Dhabi resident. As such, <New Company Name> will need to appoint a local sponsor to conduct business within Abu Dhabi. Healy Consultants recommends appointing Abu Dhabi citizen Khalid Abdul Aziz;
16. Each Abu Dhabi LLC must apply for one or more licenses including **i)** a commercial license covering trading activity or **ii)** a professional license covering consultancy professions and services or **iii)** an industrial license for industrial or manufacturing activities. Each license allows a maximum of 10 business activities. These licensees must be renewed each year from the anniversary of incorporation. Healy Consultants will assist in obtaining the necessary licensing on <New Company Name>'s behalf;

The UAE 51% shareholder

17. If you are in agreement, Healy Consultants will appoint Mr. Khalid Abdul Aziz as the silent UAE 51% shareholder. Mr. Aziz will have no control over the operations of neither <Company Name> nor <New Company Name>, nor will he act as a bank signatory;
18. As local sponsor, Mr. Aziz will be paid AED 75,000 (US\$20,500) per annum from the date of incorporation of <New Company Name>. Our Client will receive detailed due diligence about this UAE national;

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19. <director> will be the sole director and bank signatory of <New Company Name>. A shareholders' agreement or trust declaration and a power of attorney document will be drafted and signed by all relevant parties. See **Appendix Three** for a draft agreement;
20. UAE company law allows foreign companies to draft flexible, differential profit sharing arrangements, independent of the UAE shareholding percentage. Healy Consultants will draft a legal shareholders agreement outlining terms and conditions, shareholder restrictions, expectations and remuneration;
21. Through a legal shareholders agreement, the UAE national will be designated a silent partner who will not interfere in daily activities of <New Company Name>. The foreign investor legally enjoys full power to solely operate the business and bank account;
22. The shareholder agreement will be signed by our Client and the UAE local partner and witnessed by two different parties from each side. The shareholders agreement is legally valid in the Abu Dhabi courts to arbitrate any dispute between the investor and the local partner;
23. To further protect our Client's investment interests, Healy Consultants recommends **i)** the constitution of the company to stipulate 100% management rights in favor of the minority foreign shareholders (<Director>) **ii)** sign a management agreement with the UAE national appointing <Director> as the sole manager of the LLC. The LLC would then pay a certain percentage of the turnover directly to the foreign partners as management fees, which in turn would reduce the pool of profit available to be shared between the shareholders.
24. While foreign companies prefer to establish an Abu Dhabi LLC with a silent partner, there are advantages to having an active local Abu Dhabi shareholder. Advantages include **i)** introduction to potential customers and suppliers **ii)** preference in the allotment of government contracts **iii)** navigation through Abu Dhabi Government bureaucracy **iv)** assistance with immigration and visa matters;
25. The parties to the shareholder agreement are free to choose the law and jurisdiction which will govern the shareholder contract. If they do not choose an applicable law, the contract will be governed by the UAE Civil Code. The parties may also agree in writing to refer disputes to international arbitration in the USA;

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Annual accounting and taxation considerations

- 26. Following incorporation, an Abu Dhabi LLC is required to submit annual audited consolidated financial statements to the Government. Healy Consultants will be happy to effectively and efficiently discharge <New Company Name>'s annual reporting requirements;
- 27. Except for a 5% custom tariff on imported goods, there are no taxes in Abu Dhabi;

Banking Considerations

- 28. Healy Consultants will be pleased to open a corporate bank account at a respected Abu Dhabi bank. It is a time consuming task, and Healy Consultants will shelter our Client from the administrative challenges. There is a 95% probability the banks will request a bank signatory to travel for a one hour bank interview. Healy Consultants recommends this bank meeting transpire during<Company Name>'s visit to Abu Dhabi for incorporation form signing;
- 29. Healy Consultants recommends establishing a corporate bank account with [Abu Dhabi Commercial Bank](#) (ADCB) as **i)** it has close ties with the government, **ii)** multicurrency options, **iii)** can provide bid and performance bonds, and **iv)** has respectable customer service and internet banking facilities. Other international banks in Abu Dhabi include [HSBC](#) and [SCB](#). Other leading local banks include [Emirates NBD](#), and [Mashreq Bank](#);

Refer to embedded pdf attachment for further information on ADCB's corporate banking options:



Double click on the attachment included

- 30. Most local banks can provide the required 5% bid bond for <New Company Name>'s bidding purposes. This performance bond can be requested during the bank account ESCROW opening and Healy Consultants will be happy to assist with the same. We generally recommend ADCB's [performance bond options](#);

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Business Migration and Labor

31. If required, Healy Consultants will assist Mr. <Director> or associates obtain investor visa approvals. This visa is valid for 3 years and entitles Mr. <Director> to work and reside in Abu Dhabi. For international staff, Healy Consultants will assist <New Company Name> obtain employment visa approval. These are 3 year visas requiring the sponsorship of your new company (<New Company Name>);
32. The number of visas each company can sponsor is dependent upon the size of the Abu Dhabi office space. For reference, a 500 sq. ft. office space can sponsor 6-8 visas;
33. US citizens can freely enter and exit Abu Dhabi for a period of 30 days without needing a visa. Based on Healy Consultants knowledge of <New Company Name>'s goals and operations, we recommend applying for the Employment Permits for short-term consultancy work. This can be done upon entering Abu Dhabi (with paperwork and sponsorship in hand) or from a foreign UAE consulate;
34. The Abu Dhabi Labour Law favors UAE citizens over foreigners. Foreign nationals may only be employed after gaining approval from the Federal Ministry of Labor and obtaining a work permit;
35. Healy Consultants will be pleased to assist your firm obtain UAE business visa approvals. Our fee is US\$4,950 per person and includes preparation of a quality visa application and submitting to the correct Government immigration officers. The UAE Government enjoys ultimate power of approval of visa applications. Consequently, guaranteed success is outside of Healy Consultants control. What is inside our control is the preparation and submission of a high quality immigration visa application that maximizes the likelihood of visa approval;

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Other considerations

36. Copyrights, trademarks, and patents are relatively protected in the UAE by the Ministry of Information and Culture. The Ministry of Finance and Industry grants patents. Healy Consultants will be happy to assist our client register international and UAE patents and trademarks as an additional service;
37. This is the first draft of the Strategy Agreement, awaiting <Company Name> amendments with track changes. As the engagement evolves, it may be necessary for either to party to insert additional terms and conditions. For example, a new service is required or a new solution should be documented;

Our client expectations

38. Healy Consultants will liaise with the relevant Abu Dhabi government and local bodies to incorporate an Abu Dhabi company, including Ministry of Commerce, Department of Economic Development, Ministry of Labor, Ministry of Finance, Revenue Department, Ministry of Social Development and Human Security;
39. Healy Consultants will obtain the necessary foreign business licenses to allow <New Company Name> to legally conduct business in Abu Dhabi;
40. Healy Consultants will professionally manage <Company Name>'s engagement and continuously look for solutions and alternatives should problems arise;
41. Healy Consultants will provide <Company Name> with regular email status updates informing them of progress during the engagement term, usually every third day;
42. Healy Consultants will use all reasonable endeavors to keep client information confidential. Healy Consultants, in accordance with its statutory obligations will protect personal information and personal data from unauthorized access, use or disclosure;

Healy Consultants expectations

43. <Company Name> will provide Healy Consultants the required due diligence information in timely manner, to enable my Firm efficiently and effectively complete the engagement;

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44. <Company Name> settles our fees in a timely manner;
45. <Company Name> replies to Healy Consultants communications and requests in a timely manner.
46. Healy Consultants preferred mode of communication is email, followed by phone discussions. Therefore, we recommend you maintain a secure, reliable email account and frequently check for updates from Healy Consultants;
47. Healy Consultants will not be responsible for the incompetence and inefficiency of third parties involved in your engagement, e.g., Government departments, bank officers, lawyers, accountants, auditors and corporate service providers. That said, Healy Consultants will aggressively supervise and liaise with third parties to ensure your engagement is efficiently and effectively advanced;
48. If during the engagement, Healy Consultants realizes the company incorporation is more complex than anticipated, requiring large investment of time, my Firm will revert to request additional fees;

Conclusion

49. We, the person whose names appear below, declare and by our signature below, confirm that we are the ultimate Beneficial Owners of the Entity we have ordered from Healy Consultants and we have read and agree to be bound by Healy Consultants terms of business outlined in this engagement letter and on Healy Consultants business website;
50. We understand that we may have an obligation to report our interest in the company in personal tax returns and that income of the company may be imputed to us. We will take advice on and comply with our own legal obligations in this respect;
51. The company will not be used for any criminal activity or other illegal purposes, whether fiscal or otherwise, in any jurisdiction and we understand that Healy Consultants may have an obligation to report any arrangement involving the proceeds of criminal conduct;

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52. We have never been convicted of any criminal offence or the subject of an investigation by a governmental, professional or other regulatory or statutory body.

<u>Name</u>	<u>Signature</u>	<u>Date</u>
<Director>		
Aidan Healy		

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Appendix One

Detailed engagement procedures

No.	Procedures	Time
1.	Healy Consultants Compliance Team receives the required corporate and personal due diligence information from our Client, including all shareholders, directors, beneficial owners and bank signatories;	Week 1
2.	Our Client signs Healy Consultants engagement letter and returns the original to our Singapore Head Office together with original due diligence documents;	Week 1
3.	Our Client confirms the Abu Dhabi corporate structure. Only then, will Healy Consultants proceed with company incorporation;	Week 2
4.	Healy Consultants provides <Company Name> detailed due diligence information concerning the 51% shareholder – Khalid Abdul Aziz. A detailed legal shareholders agreement is signed between <Company Name> and the UAE national, clearly defining roles and responsibilities. See Appendix 3 of draft agreement;	Week 2
5.	<Company Name> supplies Healy Consultants with a lease agreement for their Abu Dhabi office premises. If this is not possible, Healy Consultants will provide a small working office premise for 6 months until <Company Name> finds their preferred location	Week 2
6.	Healy Consultants Incorporation Team submits for approval the Abu Dhabi Company name to the Department of Economic Development and garners approval from the Environment Agency of Abu Dhabi. The name is then registered in the Commercial Registry;	Week 2
7.	Healy Consultants confirms the business licenses and permits required for <New Company Name> activities through the Department of Planning and	Week 2

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	Economy. We prepare Memorandum of Association including desired amount of registered capital;	
8.	David <Director> visits Abu Dhabi to sign incorporation forms, contract of establishment, Memorandum of Association and attend a bank interview for form signing.	Week 3
9.	Healy Consultants assists our client open a corporate bank account with a UAE bank. <Company Name> then deposits the paid up share capital of AED 150,000 (US\$ 41,000)	Week 3
10.	The license application is submitted to the Abu Dhabi Economic Department together with notarized and translated i) MOA, ii) name approval certificate iii) the lease agreement, iv) passport copy and two passport photos of all shareholders, v) appointment of auditor and vi) a certificate of paid up share capital of AED 150,000. Within three weeks, business license approval is received.	Week 3
11.	Healy Consultants then i) pays the Chamber of Commerce fee, ii) notarizes all company documents translated into Arabic and iii) registers the company with the General Directorate of Residency and Foreigners Affairs (GDRFA) – Abu Dhabi and Labor Department.	Week 6
12.	Healy Consultants subsequently assists <New Company Name> register with the Company Registry Office and obtain a Company Registration Certificate from the Ministry of Commerce. The company MOA is then published in the Trade Register of the Planning and Economy Department.	Week 10
13.	If needed, Healy Consultants will all the necessary work visas from the Ministry of Labor and Social Affairs and the Department of Naturalization and Residence;	Week 11
14.	Healy Consultants sends our Client a Customer Satisfaction Survey to obtain frank and honest feedback as to how efficiently and effectively the engagement was completed;	Week 11

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Appendix Two

Engagement Costs

Professional services rendered	Notes	US\$
Abu Dhabi LLC formation fees	1.	14,900
Abu Dhabi Company Secretary fees	2.	1,100
Assistance opening a local corporate bank account	3.	2,200
Estimate of government license and registration fees	4.	9,530
Abu Dhabi Sponsor services payable to Mr. Aziz	5.	20,500
Retainer fee received on 29/05/2013, thank you	6.	(2,000)
Total Healy Consultants fees to complete the engagement	7.	46,230

Note: this invoice needs to be tailored for each Client. The above services and fees represent the average requirements of our Clients

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Notes to invoice above

1. This cost includes Healy Consultants fees to efficiently and effectively project manage our Clients engagement **i)** without our Client travelling and **ii)** our Client sending one courier to us. This fee also includes the time taken with our Clients to agree the optimum corporate structure, while legally minimising global taxation.

All engagement fees are agreed and paid up front. Consequently, there are no hidden fees or surprises or ambushes throughout the engagement. All engagement deadlines are agreed up front in the form of a detailed project plan, mapping out deliverables by week throughout the engagement term.

Every second day during the engagement, we email our Client a detailed status update. Our Client is immediately informed of engagement problems together with solutions. Your dedicated engagement manager is reachable by phone, skype, live chat and email and will communicate in your preferred language; Healy Consultants never gives up until we complete the engagement, regardless of the complexities or obstacles presented by banks and Governments;

2. In accordance with the Abu Dhabi Companies Act, each Abu Dhabi Company must appoint a company secretary, who may be a natural person or a body corporate, but the company secretary must be resident in Abu Dhabi. Healy Consultants will be the legal Abu Dhabi Company Secretary and our annual responsibilities include **i)** preparation and filing of the legal Annual Return **ii)** securely maintain company records and chop **iii)** liaise with the Abu Dhabi Government on behalf of our Client and **iv)** legal filing of changes of company structure;
3. Healy Consultants will be pleased to open a corporate bank account. It is a time consuming task, Healy Consultants will shelter our Client from the administrative challenges. There is a 95% probability the banks will request a bank signatory to travel for a one hour bank interview. Healy Consultants will try its best to negotiate with the bank for a travel exemption. As you can appreciate, it is a difficult task to obtain bank account approval through a newly formed company, when shareholders and directors and bank signatories reside overseas;

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The Abu Dhabi banks enjoy ultimate power of approval of corporate bank account applications. Consequently, guaranteed success is outside of Healy Consultants control. What is inside our control is the preparation and submission of a high quality bank application that maximizes the likelihood of approval. To date, we enjoy a 100% approval record;

4. This fee is an estimate of Government costs to complete your Firm's engagement. All Government fee payments will be supported by original receipts and invoices. Examples of Government costs include **i)** reserving the company name **ii)** paying the Chamber of Commerce fee **ii)** notarizes all company documents and **iii)** registers our Client for social security insurance **iv)** registers for taxes and license fees;
5. In accordance with Abu Dhabi law, the share of the UAE citizen in a Limited Liability Company must be at least (51%). Most of our Clients request Healy Consultants to be the resident shareholder. Healy Consultants resident shareholder service fee amounts to US\$20,500 per annum, as published on our [business website](#).
6. Retainer fee received on 29/05/2013, thank you for your business;
7. All fees quoted in this invoice correspond to fees quoted on Healy consultant's [business website](#). Please review this invoice carefully to identify errors. During the rush of a business day, it is possible Healy Consultants inadvertently made fee calculation errors, typing errors or omitted services or omitted historic fee payments from Clients. In the unfortunate event you identify invoice errors, please revert to me directly re the same. I apologize in advance if I or my staff made invoice errors;
8. If required, Healy Consultants will be pleased to assist your firm obtain UAE business visa approvals. Our fee is US\$ 4,950 per person and includes preparation of a quality visa application and submitting to the correct Government immigration officers. The UAE Government enjoys ultimate power of approval of visa applications. Consequently, guaranteed success is outside of Healy Consultants control. What is inside our control is the preparation and submission of a high quality immigration visa application that maximizes the likelihood of visa approval;

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9. To assist our Clients minimize Forex costs, we offer the payment in SG\$, Euro, Pound or US\$. Kindly let me know in which currency your Firm prefers settling our fees and I will send an updated invoice, thank you.
10. The fees quoted in this invoice are an average of the fees of a typical Abu Dhabi engagement. Unfortunately, government fees and procedures vary by industry by company. If during the engagement, Healy Consultants realizes company incorporation or corporate bank account opening is more complex than anticipated, requiring large investment of time, my Firm will revert to request additional fees;;
11. Before company incorporation is complete, the Abu Dhabi government must review and approve a lease agreement for office premises. Some of our Clients request Healy Consultants to locate permanent office premises. Our onetime fee for this service is US\$4,950. Some of our Clients request Healy Consultants to provide temporary shared office space for 6 months until our Client finds their preferred business address. If your Firm requires this service from Healy Consultants, our monthly fee amounts to US\$2,950;
12. As stipulated on our business website and in section 3 of our engagement letter, Healy Consultants will only commence the engagement following **i)** settlement of our fees and **ii)** completion and signing of our legal engagement letter;
13. Healy Consultants will only incorporate your company **after 75% of due diligence** documentation is received by email. Healy Consultants will only open a corporate bank account after 100% of Client due diligence documentation is received by courier;

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Appendix Three DRAFT DECLARATION OF TRUST

FOR HOLDING SHARES OF <New Company Name>

WHEREAS the Beneficiary – <Director> (including his successors in title and assigns) specified in the Schedule here below written (hereinafter called “<Director>”) has authorized and requested the undersigned (hereinafter called “Khalid Abdul Aziz”) to register and hold in the name of <New Company Name> (hereinafter called “the Company”) specified in the said Schedule here below **NOW THE UNDERSIGNED HEBERY DECLARES** as follows:

- 1) That this Declaration of Trust forms an agreement, external to the Memorandum of Association,
- 2) That this Declaration of Trust does not entitle Khalid Abdul Aziz to a minimum of twenty percent of the profit or loss of the Company as stated in the UAE Companies Law Article 227. The undersigned will be annually compensated with a service fee of US \$20,500.
- 3) That the shares now standing in the books of the Company registered in the name of Khalid Abdul Aziz does not belong to the undersigned but is the lawful property of <Director> and that Khalid Abdul Aziz holds the said shares as nominee for <Director>.
- 4) That Khalid Abdul Aziz shall not be entitled to any company profits, losses, management, administration, appointment or removal of employees, access to bank accounts, visas, company assets or anything of relation to the company.
- 5) That Khalid Abdul Aziz further holds the said shares and all dividends and all rights and interests accrued and to accrue upon the same, **UPON TRUST** for <Director> and agrees;
 - a) To transfer, pay and deal with the said share of shares and all dividends and interests payable in respect of the same only and exclusively in such manner as <Director> shall from time to time direct, subject only to payment being made to the undersigned of any disbursements which may be necessary arising from or in execution of such directions,
 - b) At the request and cost of <Director>, to execute such proxies as <Director> may from time to time require to enable the Beneficiary or his nominees to attend and vote at any general meeting of the Company,
 - c) At the request and cost of <Director>, to attend all general meetings of the Company at which Khalid Abdul Aziz may be entitled to be present, and to vote at every meeting in such manner as <Director> shall have previously directed in writing, and to do all such other things at meetings otherwise in his capacity as a member of the Company and will faithfully carry out such wishes and instructions as <Director> may direct,
 - d) Not to exercise the voting power of Khalid Abdul Aziz in respect of the shares otherwise than in accordance with the direction of <Director> or in the absence of such direction in what the undersigned believes to be in the in the best interest of <Director>,

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- e) To deposit with <Director> the Certificate of the said shares together with a share transfer form executed by Khalid Abdul Aziz in blank and hereby expressly authorize and empower <Director> at any time to complete such share transfer form by inserting therein the name or names of any transferee or transferees and the date of the transfer and to complete the same in any other necessary particular, and Khalid Abdul Aziz expressly declares that this authority is irrevocable by the undersigned, and
 - f) That this Declaration of Trust shall be binding on the Khalid Abdul Aziz's successors in title.
- 6) That Khalid Abdul Aziz shall have the duties and powers of trustees as established by the laws of Abu Dhabi and the United States, provided that Khalid Abdul Aziz shall not delegate his powers and duties to another trustee or agent, except with the previous agreement of <Director>. Such duties and powers include but are not limited to: duty to administer the trust in good faith, duty of loyalty to <Director>, duty of impartiality, prudent administration, control and protection of trust property, enforcement and defense of claims, duty to inform and report, as established and governed by the Trust Codes and Common Laws of the United States and Abu Dhabi.
 - 7) That Khalid Abdul Aziz has been paid in full the agreed compensation for his appointment as nominee until the first year anniversary of incorporation of the Company.
 - 8) That this Declaration of Trust shall be constructed under and governed by the laws of the United States and Abu Dhabi; and that any dispute arising out or in connection with this Declaration of Trust shall be submitted to the exclusive jurisdictions of the state of Illinois and Abu Dhabi.

THE SCHEDULE HEREINBEFORE REFERRED TO

PARTICULARS OF PARTIES

THE NOMINEE		THE BENEFICIARY	
NAME	Khalid Abdul Aziz	NAME	<Director>
ADDRESS	XXXXX	ADDRESS	3 Rochester CT Algonquin Il 60102-5612
Passport number	XXXXX	Passport number	503350429 US Citizen
THE COMPANY			

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NAME	<Company Name> (Abu Dhabi)	COMPANY NUMBER	XXXXXXXX
ADDRESS	XXXXXX	DATE OF INCORPORATION	XX/XX/XXXX

PARTICULARS OF THE SHARES

NUMBER OF SHARES	76,500	CLASS OF SHARES	Ordinary
NOMINAL VALUE PER SHARE	UAE Dirham 1	TOTAL NOMINAL VALUE	UAE Dirham 76,500
SHARE CERTIFICATE NUMBER	1	PERCENTAGE OF ISSUED CAPITAL	51%

IN WITNESS whereof, the said Khalid Abdul Aziz has hereunto set his hand and seal this/...../2013

Signed and delivered by
Khalid Abdul Aziz

.....

In the presence of

.....

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DECLARATION FROM <DIRECTOR>

WHEREAS Khalid Abdul Aziz is entering into the above mentioned Declaration of Trust, <Director> hereby declares and agrees as follows:

- 1) Khalid Abdul Aziz shall have the duties and powers of trustees as established by the laws of the United States and Abu Dhabi, provided that the he shall not delegate his powers and duties to another trustee or agent, except with the previous agreement of <Director>.
- 2) This Declaration shall be constructed under and governed by the laws of the State of Abu Dhabi and Illinois; and that any dispute arising out or in connection with this Declaration shall be submitted to the exclusive jurisdictions of Abu Dhabi and the state of Illinois.
- 3) <Director> will provide full legal representation to Khalid Abdul Aziz in the event of civil or criminal investigation relating to the conduct of his role as company shareholder;
- 4) Khalid Abdul Aziz will have no financial liability as nominee, including but not limited to bankruptcy, civil suit, debt payments, etc.;
- 5) Khalid Abdul Aziz will have no civil or criminal liability while acting as nominee;
- 6) In the event that <Director> has acted in such a way as to violate the terms of this declaration, Khalid Abdul Aziz has the right to immediately resign from his position as nominee;
- 7) Khalid Abdul Aziz will have no administrative role in the Company's operations
- 8) Upon incorporating the company, Khalid Abdul Aziz will be able to freely transfer all shares to <Director> or to its alternative appointed nominees. His services as nomine shareholder will be prorated to the date of his cessation as nominee.
- 9) <Director> shall not disclose personal details of Khalid Abdul Aziz and associates to third parties unless otherwise agreed in writing;
- 10) At the anniversary incorporation date of the Company, If Khalid Abdul Aziz is satisfied with yearly due diligence and wishes to remain a nominee for another 12 months, he will receive the agreed compensation.

Signed and delivered by
 <Company Name> (Abu Dhabi)
 By: <Director>, as Beneficial Owner

.....

In the presence of

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Appendix Four

Potential engagement problems and solutions

<u>No</u>	<u>Problem</u>	<u>Solution</u>
1.	Our Client does not provide Healy Consultants the required information/documents in a timely manner.	Our Client speedily responds to Healy Consultants requests and efficiently provides my Firm the required information or immediately highlights problems with replying to requests
5.	The Abu Dhabi Government advise they need additional information before approving a business license or completing company incorporation	Healy Consultants will revert to our Client requesting additional information.
6.	Unanticipated Abu Dhabi laws governing <New Company Name> business, thus a delay in the incorporation process.	Healy Consultants will outline the proposed operations in the business plan and company articles to ensure issues are addressed at the earliest stage.
7.	During the engagement the Abu Dhabi nominee shareholder changes their mind and is unwilling to continue being shareholder	Healy Consultants will appoint the backup nominee for this engagement
8.	Healy Consultants Abu Dhabi accountant is not efficiently and effectively completing the engagement to Healy Consultants standards	Healy Consultants will appoint our back up corporate service provider
9.	Public holidays in Abu Dhabi and Singapore cause unanticipated engagement delays	The engagement period is extended increasing the likelihood Healy Consultants will charge our Client additional project management fees.



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10.	During the engagement, Abu Dhabi Government departments revert to Healy Consultants rejecting the business activities of our Client	Healy Consultants will revert to our Client to create a solution. There may be additional fees to efficiently and effectively complete the engagement
11.	The Abu Dhabi Government departments do not approve applications in a timely manner, causing material delays in the engagement completion date;	Healy Consultants will aggressively solve problems where possible. That said, Healy Consultants will not be responsible for the incompetence and inefficiency of Government departments. That said, Healy Consultants will aggressively supervise and liaise with third parties to ensure your engagement is efficiently and effectively advanced.
12.	After company setup, <New Company Name> is unable to further their bidding process with SEHA;	Healy Consultants retains fees for services already rendered. Services that have yet to be rendered will be refunded. The nominee shareholder fee with Mr. Aziz will be prorated for services rendered.
13.	Abu Dhabi banking facilities will not open corporate accounts for the proposed business activity, shareholder nationality, or refuse to issue performance bonds;	The Abu Dhabi banks enjoy ultimate power of approval of account applications. Consequently, guaranteed success is outside of Healy Consultants control. What is inside our control is the preparation and submission of a high quality bank application that maximizes the likelihood of approval. If a bank is deemed not possible, Healy Consultants will find alternative Abu Dhabi banks more amenable.