
MORGAN MEINECKE ADVISORY

Advisory Terms and Conditions

Version 1.0 • in force from 9 October 2026

1. About these terms

- 1.1 **Who we are.** "We", "us" and "our" means Blue Stream Trading FZ-LLC, a free zone company registered in the Ras Al Khaimah Economic Zone (RAKEZ), trading as Morgan Meinecke Advisory. Our licence number, registered address and paid-up share capital are shown on every Order Form and invoice.
- 1.2 **Who you are.** "You" and "your" means the company, firm or person named as the client in the Order Form or booking.
- 1.3 **What makes up the contract.** Each engagement is made of:
- (a) the Order Form, which can also be a proposal, an engagement letter or an online booking confirmation;
 - (b) these terms, including their Schedules; and
 - (c) for board and advisory seats, the appointment letter (Schedule 3).
- If they conflict, the Order Form wins on commercial points (scope, fees, dates), and these terms win on everything else, unless the Order Form expressly says it changes a named clause of these terms.
- 1.4 **Your own terms don't apply.** Purchase orders, supplier portals and your standard terms do not change this contract, even if we accept or sign them for administration.
- 1.5 **Which version applies.** The version of these terms in force on the date of the Order Form applies to that engagement. We may update these terms for future engagements.
- 1.6 **"In writing"** includes email.

2. How a contract is made

- 2.1 A contract is made when the first of these happens:
- (a) you sign or accept the Order Form, including by email or electronic signature;
 - (b) you complete an online booking and pay; or
 - (c) you pay our first invoice.
- 2.2 Our proposals and quotes are valid for 30 days unless they say otherwise.

- 2.3 Our services are for businesses and for people acting for a business. If you book as a private individual, these terms apply together with any consumer rights that the law gives you and that cannot be excluded.

3. Our services

- 3.1 **What we do.** We give advice, opinions and recommendations, and where agreed we carry out defined work, as described in the Order Form (the "Services").
- 3.2 **Morgan does the work.** The Services are delivered by Morgan Meinecke personally. We use other people only with your prior written consent for a named role. We stay responsible for their work.
- 3.3 **What we don't do.** We do not give legal, tax, audit, accounting, investment or other regulated advice, and we don't act as a licensed broker or agent. Where you need that advice, take it from a licensed adviser. We can work alongside them.
- 3.4 **Your decisions are yours.** We advise. You decide. You are responsible for your decisions and for how you use our advice.
- 3.5 **No guaranteed result.** We do the work with reasonable skill and care. We don't guarantee any outcome, such as a sale, a price, funding, an approval, a licence, a plant's performance or a return on investment.
- 3.6 **Independent contractor.** We are an independent contractor. Nothing in the contract makes us, or Morgan, your employee, partner or agent. We decide how we do the work, within the agreed scope and dates.

4. Scope and changes

- 4.1 The scope is what the Order Form describes. Anything not described is out of scope.
- 4.2 If either of us wants to change the scope, we agree it in writing first, with any change in fees and dates. We don't start out-of-scope work until the change is agreed.

5. What you do

- 5.1 You give us, on time, the information, documents, access, people and decisions we reasonably need.
- 5.2 You make sure the information you give us is accurate and complete, and that you're allowed to share it with us. We rely on it without checking it independently, unless the Order Form says we will check it.
- 5.3 If you're late with something we need, our dates move by the same time. If the delay costs us extra time, we may charge it at the rates in the Order Form, after telling you in writing.
- 5.4 You name one contact person who can make decisions for you.

6. Fees

- 6.1 Our fees are set out in the Order Form, or in our rate card in force on the date of the Order Form.

- 6.2 All fees are stated without VAT or other taxes. Taxes are added where they apply (clause 7.7).
- 6.3 Fees for monthly engagements may be reviewed once a year. We give at least 30 days' written notice before a change takes effect.
- 6.4 **Discovery call credit.** If you sign an engagement with us within 30 days of a paid discovery call, we credit the full discovery call fee against the first invoice of that engagement.

7. Payment

- 7.1 **When you pay.** Schedule 1 sets out when each type of Service is paid. In short:
 - (a) calls and hour blocks are paid in full when booked;
 - (b) monthly engagements are paid monthly in advance;
 - (c) fixed projects are paid 50 percent at signing and 50 percent on delivery, unless the Order Form sets other milestones;
 - (d) interim management is invoiced monthly in advance.
- 7.2 **Due date.** Invoices are due within 7 days of the invoice date, unless the Order Form says otherwise. Payment counts as made when cleared funds reach our account.
- 7.3 **No work before payment.** We start work once the first payment has arrived, unless we agree otherwise in writing.
- 7.4 **Currency.** You pay in the currency on the invoice, which is US dollars unless the Order Form says otherwise. Where an invoice shows AED, the rate is the fixed rate of 3.6725 dirhams to the US dollar.
- 7.5 **Bank charges.** You pay all bank charges, both yours and ours, so that we receive the full invoiced amount (instruction "OUR").
- 7.6 **No set-off.** You pay in full, without deducting any amount you claim from us, unless a court or tribunal has ordered it.
- 7.7 **Taxes.**
 - (a) If VAT applies, we add it at the applicable rate and issue a valid tax invoice. Where a Service can be zero-rated (for example, because you are outside the UAE), you give us the information and evidence we reasonably need for that.
 - (b) If the law requires you to withhold any tax from a payment, you increase the payment so that we receive the amount we would have received without the withholding, and you send us the withholding tax certificate.
 - (c) You accept electronic invoices and give us the tax and registration details we need to issue them.

8. Late payment

- 8.1 **Interest.** If you pay late, we may charge simple interest on the overdue amount at 9 percent a year, from the due date until we receive payment. Interest is not compounded.

- 8.2 **Recovery costs.** You pay our reasonable costs of recovering overdue amounts.
- 8.3 **Suspension.** If an invoice is unpaid 7 days after its due date, we may suspend the Services after giving you 7 days' written notice. Our dates move by the length of the suspension.
- 8.4 **Termination.** If an invoice is unpaid 30 days after its due date, we may end the engagement by written notice (clause 24.3).

9. Calls: booking, rescheduling and cancelling

This clause applies to discovery calls and expert calls.

- 9.1 Calls are booked and paid online or by invoice before the call.
- 9.2 **You may reschedule once, free of charge**, if you tell us at least 48 hours before the start of the call.
- 9.3 **Late cancellation.** If you cancel or reschedule less than 48 hours before the call, we keep 50 percent of the fee and offer you a new time for the rest.
- 9.4 **No-show.** If you haven't joined within 15 minutes of the start time, the call counts as delivered and the fee is not refunded.
- 9.5 **If we cancel**, you choose a new time or a full refund.
- 9.6 A call runs for the booked time. If we agree to go longer, the extra time is charged in 30-minute steps at the same rate.
- 9.7 Calls are not recorded unless both of us agree in writing beforehand.

10. Hour blocks and monthly hours

- 10.1 **Hour blocks** are valid for 6 months from payment, unless the Order Form says otherwise. Hours not used by then expire and are not refunded.
- 10.2 **Monthly hours** are for the number of hours per month in the Order Form, for the minimum term in the Order Form (normally 3 months). After the minimum term, either of us may end them with 30 days' written notice. Unused hours carry over to the next month only, and then expire.
- 10.3 **Time recording.** We record time in 15-minute steps and send you the log with our updates. We tell you when 80 percent of a block or a month's hours are used.
- 10.4 Calls, emails, document reviews, preparation and agreed travel time all draw on the hours.

11. Fixed projects

- 11.1 The Order Form sets out the deliverables, the dates and the fee.

- 11.2 **Acceptance.** When we deliver, you have 10 business days to tell us in writing about any specific way a deliverable doesn't match the Order Form. We then fix it within a reasonable time. If you don't tell us within 10 business days, or if you use the deliverable, it counts as accepted.
- 11.3 **Urgent work.** If you ask for delivery faster than agreed, we may charge an urgency fee, agreed in writing first.

12. Expenses and travel

- 12.1 You pay reasonable expenses that you've approved in advance, at cost, with receipts. Expenses above USD 250 each need your written approval before we spend them.
- 12.2 **Travel.** Flights under 6 hours are economy class, flights of 6 hours or more are business class, unless the Order Form says otherwise. International travel is paid in advance.
- 12.3 **Travel time** is charged at 50 percent of the agreed rate, unless the Order Form says otherwise.
- 12.4 **High-risk countries.** Work in or travel to a country with an active conflict, a high security risk or a government travel warning is priced separately in the Order Form. You provide or pay for suitable security, medical, evacuation and travel insurance cover. We may decline any trip we consider unsafe, without penalty.

13. Refunds

- 13.1 Fees are not refundable once the Service, or the part of it paid for, has been delivered or the time has been used.
- 13.2 If we end an engagement without a reason under clause 24, we refund the fees you've paid for Services we haven't delivered, on a pro rata basis.
- 13.3 Any further refund rights are set out in clauses 9.5 and 24.

14. Intellectual property

- 14.1 **What you get.** Once you've paid in full, you own the final written deliverables we create specifically for you under the Order Form (for example, a report or a plan), and you may use them for your own business.
- 14.2 **What we keep.** We keep all rights in our know-how, experience, methods, templates, checklists, tools and materials that existed before the engagement or that we develop for general use. Where they're part of a deliverable, you get a non-exclusive, permanent licence to use them as part of that deliverable for your own business.
- 14.3 **Your materials** stay yours. You allow us to use them only to deliver the Services.

15. Use of our advice

- 15.1 Our advice and deliverables are for you only. Another person may not rely on them without our prior written consent, which may require a separate reliance letter.
- 15.2 Our advice is based on the information available when we give it, including the information you give us. We're not obliged to update it after the engagement ends.

16. Confidentiality

- 16.1 Each of us keeps the other's confidential information confidential and uses it only for the engagement.
- 16.2 Confidential information includes the terms of the engagement, business plans, technical data, prices, customers, and anything marked or reasonably understood as confidential.
- 16.3 This doesn't cover information that:
 - (a) is or becomes public, other than through a breach of this clause;
 - (b) the receiving party already had lawfully, without a duty of confidence;
 - (c) the receiving party receives lawfully from someone else without a duty of confidence;
 - (d) the receiving party develops independently; or
 - (e) the law, a court, a regulator or a stock exchange requires to be disclosed, after telling the other party where the law allows.
- 16.4 Each of us may share confidential information with our professional advisers, insurers and (for us) any person working on the engagement under clause 3.2, if they keep it confidential on the same terms.
- 16.5 This clause lasts for the engagement and for 5 years after it ends.
- 16.6 When the engagement ends, we return or delete your confidential information if you ask. We may keep one archive copy where the law or our insurance requires it, under this clause.
- 16.7 A separate non-disclosure agreement is not needed unless you ask for one. If we sign one, it takes priority over this clause for the information it covers.

17. Personal data

- 17.1 Each of us complies with the data protection laws that apply to it, including the UAE Personal Data Protection Law and, where it applies, the EU General Data Protection Regulation.
- 17.2 We use your contact persons' details to run the engagement, as an independent controller, as described in our privacy notice at morganmeinecke.com/privacy.
- 17.3 If we need to process personal data on your behalf (for example, staff data during an interim role), we agree a data processing agreement first.
- 17.4 You make sure you're allowed to share any personal data you give us.

18. Conflicts of interest

- 18.1 **Morgan's other roles.** You know that Morgan Meinecke also runs or holds interests in other businesses, including Blue Stream Trading (company setup, home setup and industrial supply), Second Life RO (regenerated reverse osmosis membranes), and The Smart Money Family (family money education), and that Second Life RO may be in discussions with investors. He may also hold other board or advisory roles.
- 18.2 **Before we start,** we tell you about any interest we know of that could reasonably affect the engagement. During the engagement, we tell you promptly about any new one.
- 18.3 **If a conflict arises,** we agree with you how to handle it: by keeping the work separate, by you giving informed written consent, or by one of us ending the engagement without penalty.
- 18.4 We don't use your confidential information for any other business of Morgan's.

19. Non-solicitation

- 19.1 During the engagement and for 12 months after it, neither of us hires or engages, directly or indirectly, an employee or contractor of the other who was involved in the engagement, without the other's written consent.
- 19.2 This doesn't stop either of us from hiring someone who answers a general job advertisement.

20. Testimonials and publicity

- 20.1 We don't name you as a client, or use your logo or any quote from you, without your written consent.
- 20.2 If you give consent, we use only the wording and the form of attribution you've approved (for example, your full name and company, your title and type of company, or initials only).
- 20.3 You may withdraw your consent for future use at any time by telling us in writing. Material already printed or published before that is not affected.

21. Liability

- 21.1 **Cap.** Our total liability arising out of or in connection with an engagement, whether in contract, tort or otherwise, is limited to the fees you've paid or must pay us for that engagement in the 12 months before the event giving rise to the claim. For a single call or an hour block, it is limited to the fee for that call or block.
- 21.2 **Excluded losses.** We are not liable for indirect or consequential loss, or for loss of profit, revenue, business, opportunity, goodwill or data, however it arises.
- 21.3 **Not limited.** Nothing in the contract limits or excludes liability for fraud, gross negligence, wilful misconduct, or any other liability that cannot be limited or excluded by law.

- 21.4 **Your information.** We're not liable for loss caused by information you or your people gave us that was inaccurate or incomplete, or by your decisions or your failure to follow our advice.
- 21.5 **Claims.** You notify us in writing of any claim as soon as reasonably possible, and in any case within 12 months of becoming aware of the facts behind it, with reasonable details.
- 21.6 **Board and advisory seats** are governed by Schedule 3 and the appointment letter, not by this clause.

22. Your indemnity

- 22.1 You compensate us for any loss, cost or claim brought by a third party that arises from:
 - (a) materials, data or instructions you gave us, including a claim that they infringe someone's rights; or
 - (b) acts done in good faith by Morgan within the authority you gave him in an interim role (Schedule 2).
- 22.2 This doesn't apply to loss caused by our fraud, gross negligence or wilful misconduct.

23. Insurance

- 23.1 We maintain professional indemnity insurance at a level we consider appropriate. We share a summary of the cover on request.
- 23.2 For interim and board roles, you confirm in writing before the start that your directors' and officers' (D&O) insurance covers Morgan for the role (Schedules 2 and 3).

24. Term and ending an engagement

- 24.1 Each engagement starts on the date in the Order Form and ends when the Services are delivered, or at the end of the term in the Order Form.
- 24.2 **Ending for convenience.**
 - (a) Monthly engagements: after any minimum term, on 30 days' written notice from either of us.
 - (b) Fixed projects: you may end them at any time by written notice. You pay for the work done up to the end date, at least the fee for the milestone in progress, and any committed expenses.
 - (c) Interim and board roles: as set out in Schedules 2 and 3.
- 24.3 **Ending for a reason.** Either of us may end an engagement at once by written notice if the other:
 - (a) commits a material breach and doesn't fix it within 14 days of being asked in writing;
 - (b) becomes insolvent, enters liquidation or a similar process, or stops trading; or
 - (c) becomes subject to sanctions (clause 26).We may also end it under clause 8.4 (non-payment) or clause 18.3 (conflict).

24.4 When an engagement ends:

- (a) you pay for all Services delivered and expenses incurred up to the end date;
- (b) each of us returns or deletes the other's confidential information (clause 16.6); and
- (c) clauses 7, 8, 13 to 22, 24.4 and 27 to 28 continue to apply.

25. Events beyond control

- 25.1 Neither of us is liable for a delay or failure caused by events beyond our reasonable control, such as war, conflict, unrest, epidemic, natural disaster, government action, travel bans, or the failure of power or communications networks. Payment obligations for Services already delivered are not suspended.
- 25.2 The affected party tells the other promptly, and both of us try to limit the effect.
- 25.3 If the event lasts more than 60 days, either of us may end the affected engagement by written notice. Clause 24.4 then applies.
- 25.4 If an exceptional event makes our obligations much more onerous without making them impossible, we first discuss in good faith how to adjust the engagement.

26. Compliance

- 26.1 Each of us complies with the anti-bribery, anti-corruption, anti-money-laundering, sanctions and export-control laws that apply to it.
- 26.2 Neither of us offers, pays or accepts any bribe or improper payment in connection with the engagement.
- 26.3 We may suspend or end an engagement at once if continuing would, in our reasonable view, breach sanctions or export-control laws, or expose us to them.

27. General

- 27.1 **Assignment.** Neither of us may transfer the contract without the other's written consent. We may, however, transfer it to an affiliated company that takes over the Morgan Meinecke Advisory business, and assign our right to be paid.
- 27.2 **Notices.** Notices are sent by email to the addresses in the Order Form. Notices about breach, termination or a dispute are also sent by courier to the registered address of the receiving party. A notice sent by email counts as received on the next business day, unless the sender gets an error message.
- 27.3 **Entire agreement.** The contract is the whole agreement about its subject. It replaces earlier discussions and proposals about the same engagement.
- 27.4 **Changes.** A change to the contract only binds us if it's in writing and agreed by both of us.
- 27.5 **Severability.** If a court or tribunal finds a provision invalid, the rest stays in force, and the invalid provision applies to the greatest extent allowed.

- 27.6 **No waiver.** Not enforcing a right straight away doesn't waive it.
- 27.7 **Third parties.** Only you and we have rights under the contract.
- 27.8 **Language.** The contract is in English. If a translation is needed, the English version prevails, to the extent the law allows.

28. Law and disputes

- 28.1 **Governing law.** The contract and any dispute arising out of or in connection with it are governed by the laws of the United Arab Emirates as applied in the Emirate of Ras Al Khaimah.
- 28.2 **Talk first.** If a dispute arises, either of us may give written notice of it. Senior people from both sides then try in good faith to settle it within 21 days.
- 28.3 **Arbitration.** If the dispute isn't settled within 21 days, it is finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre (DIAC) in force at the time. There is one arbitrator. The seat of arbitration is the Dubai International Financial Centre. The language is English. Where the DIAC rules allow it, the expedited procedure applies.
- 28.4 **Unpaid invoices.** Despite clause 28.3, we may bring a claim for unpaid fees in the competent courts.
- 28.5 Nothing in this clause stops either of us from applying to a court for urgent interim relief.

Schedule 1. When each Service is paid

Prices are in the Order Form or our rate card. This schedule sets out when they are paid.

SERVICE	WHEN YOU PAY	MINIMUM AND NOTES
Discovery call (45 minutes)	In full, when booked	Credited in full to an engagement signed within 30 days (clause 6.4)
Expert call (60 minutes)	In full, when booked	Extra time in 30-minute steps
Hour block (10 hours)	In full, before the first hour is used	Valid 6 months (clause 10.1)
Monthly hours (8 hours a month)	Monthly, in advance	Minimum 3 months, then 30 days' notice (clause 10.2)
Advisory day	In advance, with the travel cost	Travel and expenses extra (clause 12)
Fixed project	50 percent at signing, 50 percent on delivery	Or milestones in the Order Form
Interim management	Monthly, in advance	Minimum 3 months (Schedule 2)
Board or advisory seat	Quarterly, in advance	Minimum 12 months (Schedule 3)

All amounts are without VAT. Invoices are due within 7 days (clause 7.2).

Schedule 2. Interim management

This schedule adds to the terms when Morgan takes on an interim role in your business (for example, as managing director or head of operations).

- S2.1 **Mandate.** Before the start, we agree in writing:
- (a) the title and the reporting line;
 - (b) an authority matrix: what Morgan may sign, approve and spend, and what needs your board's approval;
 - (c) the location, the working pattern and the expected days; and
 - (d) the start date, the minimum term and the planned handover.
- S2.2 **Independent contractor.** Morgan works through us, not as your employee. You don't put him on your payroll or your employee benefits, and you don't direct how he does the work beyond the agreed mandate. He follows your reasonable site rules, health and safety rules and policies.
- S2.3 **Authority.** Morgan acts only within the authority matrix. You confirm any registration, power of attorney or signatory change the role needs, and remove it when the role ends.
- S2.4 **Insurance and indemnity.** Your D&O insurance covers Morgan for the role from day one and for at least 6 years after it ends. You indemnify Morgan, to the extent the law allows, against claims arising from acts done in good faith within his authority (clause 22.1(b)).
- S2.5 **Ending the role.** After the minimum term, either of us may end the role with 30 days' written notice. Either of us may end it at once under clause 24.3. Morgan cooperates with a reasonable handover.
- S2.6 **High-risk countries.** Clause 12.4 applies, and the Order Form sets out the separate rate.

Schedule 3. Board and advisory seats

- S3.1 **Separate appointment letter.** A non-executive or advisory board seat is governed by a separate appointment letter. These terms apply only where the letter refers to them.
- S3.2 The appointment letter sets out at least:
- (a) the role (non-executive director, board member or advisory board member) and whether it's a statutory office;
 - (b) the expected time commitment and the number of meetings;
 - (c) the fee, how and to whom it's paid, and any equity;
 - (d) the term, how to renew it and how to resign;
 - (e) D&O insurance and indemnity: cover from the date of appointment and for at least 6 years after it ends;
 - (f) access to information and to independent professional advice at the company's cost;
 - (g) conflicts of interest: Morgan's other roles (clause 18) and the duty to declare any new one; and
 - (h) confidentiality.

- S3.3 **Before accepting a seat**, we review the company's recent accounts, its constitutional documents and shareholder agreement, the board's rules, its D&O policy and any material claims.
- S3.4 **Independence.** In the role, Morgan acts in the interest of the company, as the law requires, and not on the instructions of any shareholder or of us.
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Annex. Order Form template

Order Form No. [] **Date** []

Provider: Blue Stream Trading FZ-LLC, trading as Morgan Meinecke Advisory

Licence no. [] · Registered address [], Ras Al Khaimah Economic Zone, United Arab Emirates · Paid-up share capital []

Contact for notices: [email]

Client: [legal name] · Registration no. [] · Registered address [] · Tax registration no. []

Contact person: [name, title, email]

Service: [Discovery call / Expert call / Hour block / Monthly hours / Advisory day / Fixed project / Interim management]

Scope and deliverables: []

Out of scope: []

Start date / dates / end or review date: []

Fees: [amount] [currency], without VAT

Payment: [per Schedule 1, or the milestones]

Expenses: [pre-approved / cap]

Special terms (naming any clause of the terms they change): []

The Advisory Terms and Conditions, version 1.0 of 9 October 2026, apply to this Order Form. Clause 28 of those terms provides for arbitration under the DIAC Arbitration Rules.

Accepted for the client: _____ Name, title, date

For Blue Stream Trading FZ-LLC: _____ Morgan Meinecke, date