

Standard Terms & Conditions

Version: January 2025

Introduction

Marsh Emirates Insurance Brokerage LLC (“**Us**”, “**We**”, “**Our**” or “**Marsh**”) is a licensed and regulated insurance broker by the Central Bank of the United Arab Emirates (“**CBUAE**”) under CBUAE License Number 023.

These Standard Terms and Conditions (“**STACs**”), together with any Letter of Engagement, Statement of Work or business proposal including any addendums and/or appendices thereto, which We send to You, Our client (hereinafter referred to as “**You**”, “**Your**” or “**Yourself**”) will form the agreement between Us and You (the “**Engagement**”). If anything in this STAC is inconsistent with Your Letter of Engagement, Statement of Work or business proposal, then the relevant part of the Letter of Engagement, Statement of Work or business proposal will apply.

When We provide reinsurance services, all references to ‘insurance’ or ‘insurers’ should be read as references to ‘reinsurance’ or ‘reinsurers’.

These STACs contain important information. If there is anything You do not understand or accept, please talk to Your regular Marsh contact. By instructing Us, You are accepting the terms of the Engagement.

Our services are set out in a schedule to Your Letter of Engagement, Statement of Work, business proposal or they will otherwise be agreed between You and Us in writing.

1. For whom do we act?

1.1 We generally act for and in the interest of our clients. We will not deliberately put ourselves in a position where Our interests, or Our duty to another party, prevent Us from discharging Our

duties to clients. We maintain internal procedures and controls to identify and manage any potential conflicts, so that at all times the interests of all of our clients are reasonably protected.

1.2 In providing the services, We act solely as a conduit for introduction to the insurer or service provider, and You acknowledge that no fiduciary relationship is established between Us, You and any other party connected to the services (except to the extent required under applicable law). Therefore, We cannot enter into contracts on Your behalf. Our obligations to You are solely contractual in nature and We do not have any enhanced fiduciary or other duty to clients.

1.3 In respect of the Engagement, We do not act on behalf of any insurer, or other service provider, are not bound to utilise any particular insurer or service provider, and do not have the authority to make binding commitments on behalf of any insurer or service provider. In addition, We do not guarantee or make any representation or warranty that coverage or service can be placed on terms acceptable to You. We are not responsible for the solvency or ability to pay claims of any insurance carrier or for the solvency or ability of any service provider to provide service. Insurance carriers or service providers with which Your other risk or insurance coverage or other business is placed will be deemed acceptable to You, in the absence of contrary written instructions from You.

2. Our services

Paid-up Capital Dh. 3,000,000

Commercial License No. 219888 | CBUAE License No. 023

A Limited Liability Company incorporated in the Emirate of Dubai, United Arab Emirates.

DISCLOSURE OF MATERIAL FACTS - Every proposer or insured when seeking new insurance or renewing an existing policy must disclose any information which might influence the insurer in deciding whether or not to accept the risk, what the terms should be, or what premiums to charge. Failure to do so may render the insurance voidable from inception and enable the insurer to repudiate liability.

Marketing and placement services

- 2.1 We will act as Your insurance broker. We will discuss Your insurance requirements with You, including the scope of cover, limits sought and cost of cover. We do not assume liability for the effectiveness or completeness of Your existing insurance program (if any), or any insurance policies placed by You directly or by another insurance broker or for any acts or omissions occurring prior to the date of Our Engagement.
- 2.2 We will use the reasonable skill and care expected of a competent and professional insurance intermediary and risk advisor providing similar services.
- 2.3 We will keep You informed of Our progress and identify where We are unable to obtain all, or part of the cover sought by You. We will use reasonable endeavours to implement Your insurance program, subject to available insurers, before the intended date of inception, renewal or extension of cover (whichever is appropriate). We cannot however be responsible for the consequences of late instructions or the actions of third parties.
- 2.4 We will provide You with the information You need to make a decision about the insurance cover available to You. All decisions regarding the amount, type or terms of insurance covers shall be Your sole responsibility. We will normally recommend an insurance solution for You. You will then need to decide how to proceed based on Your particular circumstances and financial position. When We receive Your instructions, We will try to arrange insurance to meet the needs You have specified.
- 2.5 We will be entitled to provide the services Ourselves or, where appropriate, through one or more of Our affiliates or another intermediary, subject to Your approval to do so. These companies may receive additional remuneration for the services they provide.
- 2.6 Claims related services will only be provided up to the time the Engagement ends, unless specifically agreed otherwise in writing.
- 2.7 Any information We provide on insurance regulatory and tax issues will be based on information available publicly and Our experience from working on similar matters for other clients. We are not qualified to provide, and will not provide, legal, accounting, regulatory or tax advice. We recommend that You obtain Your own advice on such matters from relevant professional advisers. It is Your obligation to make declarations in respect of, and to account to any relevant revenue authority for all insurance proceeds.
- 2.8 As part of Our negotiations with insurers on Your behalf, We may on occasion be able to obtain more favourable terms and conditions for Your placement by providing insurers with certain types of information. Where We believe Your interests would be advanced by doing so, You authorise Us to the following:
 - (a) at the outset of the negotiations, to provide insurers with the terms of the expiring policy, including pricing, and/or a pricing objective for Your placement;
 - (b) during negotiations, to provide one or more insurers with the terms of a quote received from another insurer, where in Our judgment doing so may lead to improved terms for You; and
 - (c) at the end of the negotiations, to provide one or more insurers with an opportunity to submit an improved quote after all other quotes have been received.
- 2.9 In the event that You fail to perform any of Your obligations in this Engagement, We reserve the right to suspend the provision of Our Services to You.

2.10 In the event that You have direct interaction with insurers, without Our involvement as Your appointed intermediary, We shall not be responsible for the outcome and consequences of such direct interactions.

Market security

2.11 We assess insurers and markets with whom We place business, using public information including that produced by recognised rating agencies. We do not, however, guarantee or otherwise warrant the solvency of any insurer or market used for Your requirements. The decision regarding suitability of any insurer or market used for Your requirements rests with You. If You have any concerns, regarding any insurers chosen for Your insurance requirements, You must advise Us as soon as possible and We will discuss them with You.

Quotations

2.12 We do not guarantee premiums quoted by insurers. All premium quotations provided by insurers are subject to subsequent acceptance by insurers, unless otherwise stated. All premiums quoted include Our brokerage (where applicable).

3. Your responsibilities

3.1 Your attention is drawn to the accompanying Important Information Document and Duty of Disclosure document which sets out a number of Your obligations. In addition, the below sets out further obligations which apply to all services.

Proposal forms

3.2 For certain classes of insurance, You may be required to complete a proposal form, questionnaire or similar document. We will provide guidance if needed but We are not able to complete the document for You. In most

cases, the information You provide will be the basis of or form part of the insurance policy.

3.3 We shall use and You agree that We can rely upon, all information, material and data (including personal data) supplied by You or on Your behalf without independently verifying the accuracy, completeness or timeliness of it except to the extent required by generally accepted professional standards and practices. If any documentation or information supplied to Us at any time is incomplete, inaccurate or not up-to-date, or its provision is unreasonably delayed, then We will not be responsible for any errors, delays or liability arising therefrom. **You understand that failure to provide, or cause to provide, complete, accurate, up-to-date and timely documentation and information to Us (including from incumbent service providers), an insurer, or other service provider, whether intentional or by error, could result in impairment or voiding of coverage or service, or errors, omissions and deficiencies in any services and may result in the insurer denying a claim or avoiding the policy (cancelling the policy from inception).**

Disclosure of information

3.4 You are responsible for providing Us or Your insurers with the information We request from You to enable Us to seek the cover You require. We will not be responsible for any consequences, which may arise from any delay or failure by You to do so.

3.5 Further, You must disclose to Us or Your insurers all information which is material to Your requirements for cover or which might influence insurers in deciding to accept Your business, finalising the terms to apply and/or the cost of cover. You should not rely on insurers to request material information from You. **Failure to make such disclosure could result in the policy being rendered void, so that claims may not be paid.** This duty of disclosure applies before the start of cover, when all material information

must be disclosed to insurers to enable terms to be negotiated and cover arranged. This is not limited to answering specific questions that may be asked. Any material changes, which may occur or come to light after a quotation has been given, must also be notified to Us and Your insurers.

- 3.6 The same duty is owed to the insurer before renewal, extension, variation or reinstatement of a contract of insurance. In addition, changes, which substantially increase the risk, or relate to compliance with a warranty or a condition in the policy, must be notified at once.
- 3.7 You should not rely on a casual observation of any material aspect of the risk by Us or any other third party as satisfying Your obligation to disclose material matters concerning Your cover. Please contact Us immediately if You have any doubts about what is material or have any concerns that We or Your insurers may not be aware of.
- 3.8 You may refer to the Duty of Disclosure guidance document for further information on this legal obligation.

Your policy

- 3.9 We will use all reasonable endeavours to ensure that Your policy documentation is forwarded to You in a timely manner. Your policy documentation will confirm the basis of the cover, give You details of the insurers together with details of amount of premium and the date it is due.
- 3.10 You are responsible for reviewing Your insurance documentation together with other related documents which may be sent to You from time to time to confirm that they accurately reflect the cover, conditions, limits and other terms that You require. **Particular attention should be paid to any policy conditions, warranties and subjectivities as failure to comply with any of them may invalidate your**

coverage. If there are any discrepancies, You should consult Us immediately.

Claims

- 3.11 You are responsible for notifying claims or potential circumstances that may give rise to a claim. To ensure full protection under Your policy, You should familiarise Yourself with the provisions of Your cover and procedural requirements in relation to claims and to the notification of those claims or circumstance. **Failure to adhere to the notification requirements, particularly in relation to timing, as set out in Your policy or other coverage document, may entitle insurers to refuse Your claim.** In presenting a claim, it is Your responsibility to disclose all facts which are material to the claim.

Change in circumstances

- 3.12 You must advise Us as soon as reasonably practicable of any changes in Your circumstances that may affect the services to be provided by Us or the cover provided under Your insurance policy. We will advise You as soon as reasonably practicable of any resultant changes in premium or terms and conditions of Your policy.

Payment of premium

- 3.13 It is Your responsibility to ensure that the premium payments are made directly to the insurer(s) on a timely basis and within the due dates specified in Your policy. Where insurers have specified a premium payment warranty or condition in Your policy, Your insurers must receive the premium due from You by that date. You must also pay any taxes or charges applicable to Your insurance. You acknowledge that failure to pay the premium by the payment date and/or comply with a premium payment warranty or condition may lead to insurers cancelling Your policy. If You do not think that You will be able to meet the payment date

and/or a premium payment warranty or condition, please contact Us immediately.

4. How we are paid

- 4.1 We are paid a commission which is a percentage of the premium paid by You to the insurer for Your insurance policies (a commission and/or brokerage). Such commission is paid to Us by the insurer(s) with whom Your cover has been placed.
- 4.2 For insurance broking services, We will be considered to have fully earned Our commission from the inception of Your policy. We will keep Our commission even if an insurance policy is amended, terminated or cancelled, unless such return is required under local law. This does not affect any statutory cancellation rights You have.
- 4.3 In the event of a mid-term adjustment, We may be entitled to a further commission from any additional premium payable by You to the insurer.
- 4.4 Where appropriate, We will charge reasonable expenses in connection with travel, accommodation and meals while working on Your behalf away from any Marsh office.
- 4.5 If You ask for a copy of Your files, We may charge You for Our time spent and costs reasonably incurred in dealing with such a request.
- 4.6 Marsh or other members of the Marsh Group sometimes separately receive payments from insurers for services provided to them which are not directly related to the services which We provide to You. These arrangements do not influence Our advice to You when acting as Your insurance intermediary. Marsh and the Marsh Group are committed to serving each of their clients in an objective manner and maintaining the confidentiality of each of their clients' information.

4.7 Where applicable or permitted under the law, the payment which Marsh or other members of the Marsh Group receive from a particular insurer for services provided in a given period may be a management or administration fee or it may be based upon the volume or growth of insurance business placed with that insurer during that period. When providing these services to insurers, We will always use reasonable endeavours to avoid a conflict of interest. If We consider that a conflict has arisen, then We shall take no further action on behalf of the insurer unless You agree in writing that We may proceed.

4.8 Marsh or other members of the Marsh Group may receive separate compensation from insurers for providing consulting, technical, data analytics or other services. The services are designed to improve the offering available to Our clients, assist insurers in identifying new opportunities and enhance insurers' operational efficiency. The scope and nature of the services vary by insurer and geography.

4.9 Unless prohibited to do so by local laws, We may also act as reinsurance brokers to underwriters with whom We have placed insurance or reinsurance and may receive remuneration by fees and/or brokerage for so doing.

4.10 For further information on how We are compensated, you may refer to [Transparency & Disclosure \(marsh.com\)](https://marsh.com/Transparency-Disclosure).

5. Work product

5.1 We disclaim all responsibility for any consequences whatsoever should a third party rely upon any report, letter, information or advice We provide to You without Our prior written consent that such third party may do so.

5.2 The services We provide to You are for Your exclusive use and all data, recommendations, proposals, reports and other information

provided by Us in connection with Our services contains proprietary, confidential information and are for Your sole use and may not be shared with any third party, unless otherwise agreed by Us in writing.

- 5.3 You agree to not publish or otherwise disclose any advice given to You or other material or work supplied by Us in connection with the services to any third party, other than Your legal advisers without Our prior written consent, or use such advice or material or work other than as mutually agreed in writing between Us. You will reimburse Us in respect of any losses incurred by Us as a result of Your breach of this obligation. We shall not accept any liability or responsibility to any third party to whom any advice given, or other materials supplied by Us under this Engagement are disclosed, made available or otherwise disseminated or into whose possession such advice or material may come. Any use or reliance upon such advice or materials by any third party will be at their exclusive risk.

6. Period and termination

- 6.1 The Engagement starts on the date shown in Your Letter of Engagement or Statement of Work. If there is no Letter of Engagement or Statement of Work then the Engagement starts when You receive these STACs.
- 6.2 You are entitled to terminate this Engagement at any time, however we would recommend that a written notice be provided to Us on such termination of Our Services. If Our Services are terminated, We will still be entitled to the earnings referenced to in clause 2.
- 6.3 Either party may terminate the Engagement immediately in writing if the other party:
- commits a material breach including (but not limited to) any breach of clause 4 or clause 5 and, in the case of a breach capable of being remedied, fails to do so within 30 days

of receipt of a notice setting out particulars of the breach; or

- becomes insolvent or bankrupt, goes into liquidation, enters into a voluntary arrangement with their creditors, becomes subject to an administration order or has a receiver appointed over their assets, or becomes subject to any equivalent foreign process.
- 6.4 When the Engagement terminates We will cooperate in the transfer of Your business where necessary.
- 6.5 Upon the effective date of termination, We will cease to provide any of the services unless otherwise agreed and the STACs shall survive until such services are completed or the parties agree that the services are no longer needed. The STACs that by their nature and for any reason are intended to survive and extend beyond the termination, cancellation or expiration of this Engagement, shall remain in effect beyond such time.

7. Limit of our liability

- 7.1 The maximum aggregate liability of Marsh and Our affiliates to You, howsoever arising out of the services provided, in connection with the Engagement and any other agreement relating to the provision of Our services to You shall be limited to the amount of USD \$1,000,000.
- 7.2 This limitation applies to all causes of action including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.
- 7.3 Marsh and Our affiliates shall not be liable to You under any circumstances, for any special, indirect, incidental or consequential loss, or any punitive damages (including liquidated damages), lost profits or other economic loss howsoever arising under or in connection with

the Engagement or the services provided under it.

- 7.4 We are not liable for any actions or failures arising before the date You enter into the Engagement.
- 7.5 This clause 7 will not apply to any liability which cannot lawfully be excluded or limited.
- 7.6 This limitation of liability clause shall survive termination of the Engagement.
- 7.7 You accept that We have an interest in limiting the exposure of our directors, employees, consultants and affiliates to litigation, and agree that You will not bring, or assist in bringing, any claim against any of Our affiliates', or personally against any of Our individual directors, employees or consultants in connection with the performance of the services under this Engagement. The provisions of this clause 8.7 are intended to be for the benefit of such directors, employees, consultants and affiliates who shall have the right to rely on and enforce the STACs.

8. Data protection and intellectual property

Intellectual property

- 8.1 We shall retain all intellectual property rights in all materials developed, designed or created by Us (or any of Our affiliates) before or during the Engagement, including without limitation in all methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience and any graphic or digitised representations. To the extent that any material forming part of the services incorporates any intellectual property rights, We grant You a non-exclusive, perpetual and royalty free license to use these materials, but only for the purposes for which they were created under the Engagement.
- 8.2 Where We are requested to use or incorporate Your intellectual property in the provision of the services, You hereby grant Us with a non-exclusive, perpetual and royalty-free license to use such material solely for use in connection with the Engagement.
- 8.3 The parties will observe the provisions of any data protection or privacy legislation as applicable from time to time. This includes any obligation, if any, for the provider of personal data to obtain any required consent(s) in respect of the transfer of personal data to the recipient by the provider or any third party that is subject to applicable data protection or privacy legislation and any obligation with respect to the use, disclosure on a transfer by the recipient of personal data necessary to carry out its obligations under this Engagement.
- 8.4 To provide Our services, We will collect and use information about individuals, such as their name and contact details, which may also include special categories of personal information (e.g. health information) and information relating to criminal convictions and offences. The purpose for which We use personal data may include providing quotations, arranging insurance cover, manage claims, client relationship management and for crime prevention and detection. We may also use personal data on a de-identified and/or aggregate basis for benchmarking, modelling and other analytics offerings as described in clause 9. More information about Our use of personal data is set out in the Marsh Privacy Notice available at [Privacy Notice](#). We recommend that You review this notice.
- 8.5 Providing the services may involve the disclosure of personal data to third parties such as insurers, reinsurers, loss adjusters, sub-contractors, Our affiliates and to certain regulatory bodies who may require Your personal data themselves in accordance with

applicable laws and regulations enforced in the United Arab Emirates.

- 8.6 Depending on the circumstances, the use of personal data described may involve a transfer of data to other countries.
- 8.7 We may use, analyse, and assess information held about You to give You information about products and services from Our affiliates, and those selected third parties which We think may interest You by phone, email or other means. We may pass this information to Our other affiliates so that they may do so the same. If You do not wish to receive information concerning Our affiliates or third-party products and services, then please advise Your usual Marsh contact accordingly.
- 8.8 **Use of personal data based on consent:** in some circumstances, We may need to collect and use special categories of personal data. Where Your consent to this processing is necessary for Us to provide You with the relevant services, this consent may be withdrawn at any time (and You shall promptly notify Us of that), but if it is, We may be unable to continue to provide Our services and this may mean that We are unable to process an enquiry or claim and it may impact (re)insurer's ability to provide (re)insurance. We will explain the consequences of withdrawing consent at the relevant time.
- 8.9 Where You are providing Us with personal data about a person other than Yourself, You agree to notify them of Our use of their personal data and, where necessary, obtain their consent to Our use of certain special categories of personal data. You agree that Our provision of the services to You is conditional on You providing such notices and obtaining such consents. Where the consent of such third party is required, they may withdraw such consent at any time but if consent is withdrawn then We may be unable to continue to provide services to them (and possibly You), and this may mean that We are unable to process enquiries, and it

may impact (re)insurers' ability to provide (re)insurance. We will explain the consequences of withdrawing consent at the relevant time.

Information Security

- 8.10 We will maintain appropriate data security procedures designed to protect against loss or compromise of personal data.
- 8.11 We may communicate with each other by electronic mail, sometimes attaching further electronic data. By consenting to this method of communication, We and You accept the inherent risks (including the security risks of interception of, or unauthorised access to, such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices).
- 8.12 Notwithstanding that We and You have reasonable virus checking procedures on Our system, You will be responsible for virus checking all electronic communications sent to You. You will also be responsible for checking that the messages received are complete. In the event of a dispute the records maintained in Our system shall be deemed definitive in respect of electronic communications and documentation passing between Us.

9. Confidentiality

- 9.1 We will keep Your information confidential. However, in the normal course of business and in acting on Your behalf We may disclose Your information to or employees, affiliates, sub-contractors or to Our professional advisors (including auditors, consultants or legal advisers) or to insurers and their agents. We may also have to disclose Your information pursuant to legal or regulatory requirements. Any disclosure to any other third party will only be made with Your prior written consent.

- 9.2 We will be entitled to use information in relation to Your insurance, on a de-identified and/or aggregate basis, when dealing with insurers on other risks on behalf of policyholders other than Yourself.
- 9.3 We may:
- 9.3.1 include, on a de-identified and/or aggregate basis, information relating to Your insurance programme and risk management in benchmarking, modelling, and other analytics offering; and
- 9.3.2 share with prospective insurers information about Your upcoming insurance renewals to help insurers identify opportunities to compete for risk. We share the information as part of Our insurer consulting offering, which is designed to help insurers expand their own offerings and create superior solutions for Our clients.
- 9.4 For more information, please visit: [Privacy Notice](#)
- 9.5 This confidentiality commitment to You does not apply to information to the extent that it is:
- 9.5.1 lawfully in Our possession or in the public domain; or
- 9.5.2 is independently developed by Us without reference to any of Your confidential information.
- 9.6 You agree not to refer to Marsh or attribute any information to Marsh in the press without Our prior written consent. We agree not to refer to You in the press or for promotional purposes without Your prior written consent; provided, that We may include Your name in Our representative client listing.

- 9.7 We may reference Your company's name and logo on any marketing materials that We give to You or third parties. If You do not wish for Us to reference Your company's name and logo, then please advise Your usual Marsh contact.

10. Bribery and corruption

Each party shall comply with all applicable laws, statutes and/or regulations relating to bribery and corruption, including but not limited to the UK Bribery Act 2010, FCPA and any other applicable local regulations.

11. Affiliates

- 11.1 You accept the Engagement on Your own behalf and on behalf of each of Your affiliates (where they are receiving, or are a beneficiary of the services). You shall ensure that each of Your affiliates will act on the basis that they are a party to and bound by the Engagement. All references in the Engagement to "You" (and derivatives of it) shall mean You and each of Your affiliates.
- 11.2 For the purposes of this Engagement "affiliates" means, in relation to a company, its subsidiaries and subsidiary undertakings and any holding company it may have and all other subsidiaries and subsidiary undertakings of any such holding company. In addition to the foregoing, in reference to Marsh the term "affiliates" shall include Marsh & McLennan Companies, Inc. and all of its subsidiaries. As the term applies to You, "affiliate" shall also include Your partners, co-venturers and/or other co-insureds to whom We or any of Our affiliates may assume a responsibility as a consequence of the provision of the services or any additional services.

12. General

- 12.1 This Engagement may only be amended by written agreement signed by each party.

- 12.2 Except as set out in the Engagement, a person who is not a party to the Engagement, has no rights to enforce or to enjoy the benefit of any term of the Engagement.
- 12.3 Neither party will have any liability for any failure or delay in performing their obligations because of a force majeure event. Force majeure event means an event beyond the reasonable control of a party.
- 12.4 Notwithstanding clauses 6 and 12.3, We reserve the right to suspend or terminate the Engagement (in whole or in part) where We believe that performance of the services could be a breach of applicable economic or trade sanctions. We shall not provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose us or our affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations. We also reserve the right to suspend or terminate the Engagement (in whole or in part) where the appropriate know-your-customer information has not been provided to Us in order to ensure compliance with local regulatory requirements.
- 12.5 If any provision of this Engagement is prohibited or unenforceable or is found to be invalid, illegal or unenforceable by a court or any other competent authority, that provision shall, to the extent required, be deemed deleted and the validity and enforceability of the other provisions of the Engagement shall not be affected.
- 12.6 The Engagement sets the entire understanding of the parties in relation to the matters that it deals with and supersedes and invalidates all previous letters, agreements and understandings (oral or written) in relation to these matters.

- 12.7 Any failure or delay in exercising any rights under the Engagement shall not constitute a waiver of such rights.
- 12.8 We may retain documents for business effected on Your behalf in electronic form in accordance with Our document retention policy in effect from time to time or in accordance with retention periods as stipulated under applicable law.

13. Governing law and jurisdiction

The Engagement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws and regulations of the United Arab Emirates as applied in the Emirate of Dubai and any disputes related thereto shall be subject to the exclusive jurisdiction of the courts of the Emirate of Dubai (excluding the courts of the Dubai International Financial Centre and Abu Dhabi Global Markets).