

MATRIX TERMS OF BUSINESS

Effective 03 March 2026 | These Terms of Business supersede all previous versions

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Business (the “Terms”):

- **“Applicable Law”** means any statute, regulation, rule, guidance, order, directive, or requirement in force in the Dubai International Financial Centre, the Emirate of Dubai, the United Arab Emirates, or other relevant jurisdiction;
- **“Client”** means the individual, entity, or entities who have engaged Matrix to provide Services, whether acting directly or through an authorised representative;
- **“Contracting Party”** means the person(s) or entity(ies) entering into a Service Agreement with Matrix;
- **“Managed Entity”** means any company, foundation, trust, partnership, or other legal entity or structure established, administered, or managed by Matrix pursuant to the Services;
- **“Professional Indemnity Insurance”** means Matrix’s professional indemnity insurance policy or policies maintained from time to time;
- **“Prohibited Person”** means any individual or entity who is directly or indirectly subject to sanctions, embargos, or other restrictions imposed by the United Nations, United States, United Kingdom, European Union, United Arab Emirates, or other relevant authority;
- **“Related Party”** means any person who may from time to time be nominated or appointed to act by the Client as agent, director, alternate director, council member, secretary, assistant secretary, manager, partner, trustee, protector, guardian, beneficiary, bank account signatory, other officer, grantee of a power of attorney, administrator, registered agent, provider of a registered office or address for legal service, shareholder, lender, or provider of capital;
- **“Matrix”** means Matrix Corporate Services L.L.C, a limited liability company (single owner) licensed by the Dubai Department of Economy and Tourism under commercial licence number 1608337 (Commercial Register number 2862591), together with its branches, successors and assigns;
- **“Service Agreement”** means the service schedule, engagement letter, or other agreement between Matrix and the Client setting out the scope of Services, fees, timelines, and any agreed variations to these Terms;
- **“Services”** means the corporate, fiduciary, administrative, advisory, compliance, secretarial, directorship, accounting, immigration, regulatory, or other professional services provided by Matrix as described in the relevant Service Agreement.

1.2 Words importing the singular include the plural and vice versa. References to persons include individuals, companies, partnerships, and other legal entities as the context may require.

2. SCOPE AND APPLICABILITY

2.1 These Terms apply to all Services provided by Matrix and govern the relationship between Matrix and the Client in respect of all matters and instructions.

2.2 These Terms apply universally to all clients, whether individual or corporate, single or multiple, and to the extent permitted or possible at law automatically bind any Managed Entity established by Matrix at the Client’s instruction without requiring separate execution of terms.

2.3 The Service Agreement incorporates these Terms. In the event of any inconsistency between these Terms and a Service Agreement, the Service Agreement shall prevail to the extent of the inconsistency.

2.4 Any variations to these Terms must be agreed by Matrix in writing and shall apply only to the specific matter or engagement for which they are agreed.

2.5 Each party represents and warrants that: (a) it has taken all necessary actions and has all requisite power and authority to enter into and perform these Terms in accordance with their provisions; (b) it has entered into these Terms free of any inducement, coercion, or undue influence; and (c) these Terms, together with any Service Agreement, constitute the entire agreement between the parties regarding the subject matter herein.

3. SERVICES

3.1 Matrix shall provide the Services described in the relevant Service Agreement with reasonable care and skill in accordance with applicable professional standards.

3.2 Matrix reserves the right to refuse or may refuse to provide Services to any person or entity who: (i) is legally incapable of or disqualified from being party to a contract; (ii) is an undischarged bankrupt or is otherwise disqualified from acting as a director or company officer in any jurisdiction; (iii) has been imprisoned or found guilty of any criminal offence (other than a motoring offence carrying a non-custodial sentence); (iv) has been proven to act in a fraudulent or dishonest manner in any civil proceedings; or (v) is a government official or politician where such engagement may create compliance risks.

3.3 The Services may include:

- (a) Mainland and free zone company formation, including incorporation through DET (mainland), Meydan, IFZA, DMCC and other authorities, together with renewals and amendments;
- (b) Formation of companies, SPVs, holding structures, family offices, foundations and other entity types, including ADGM and DIFC structures arranged through approved specialist providers;
- (c) Corporate administration and secretarial services;
- (d) Registered office and registered agent services;
- (e) Residency and immigration services, including investor visas, employment visas, dependent visas, Golden Visas, document clearing, and government liaison;
- (f) Banking assistance, comprising the coordination, preparation and project management of corporate and personal bank account applications;
- (g) Fiduciary and governance services, including resident directorship, nominee shareholder, council membership, and other statutory roles;
- (h) Regulatory and compliance advisory services;
- (i) Accounting, bookkeeping, payroll, management accounts, and financial reporting;
- (j) VAT registration and ongoing compliance, and corporate tax registration, filing and compliance;
- (k) Business advisory and strategic consultancy;
- (l) Specialist tax and legal advisory services, which are arranged through approved external advisors;
- (m) Document attestation and authentication services;
- (n) Bank account opening facilitation; and

(o) Other services as Matrix may, at its sole discretion, agree to provide from time to time.

3.4 Unless otherwise agreed in writing, Services are provided on a non-exclusive basis and Matrix reserves the right to provide similar services to other clients.

3.5 Matrix may engage qualified third parties (including without limitation affiliates and approved specialist providers) to assist in providing the Services in its discretion. In all such cases the relevant third parties are authorised to act on behalf of Matrix within the written scope of the Services agreed between Matrix and the Client. The Client is not entitled to rely on any acts or omissions of such third parties beyond such scope.

3.6 Without Matrix's prior written consent, no Managed Entity shall engage in: (a) Financial business involving: soliciting funds from the public, offering investment advice to the public, insurance business, the operation and administration of collective investment schemes or the management of investments other than where the assets so managed comprise the property of the Entity; (b) Any activity relating to the provision of financial services which requires a licence where such licence has not been obtained; (c) Accepting payment over the internet for products or services; (d) Trading in high-risk products or services, or products or services which may be associated with fraud; and (e) Utilising merchant numbers for processing credit card orders.

3.7 Registered Office Facility

Where Matrix provides registered office facilities to or for a Managed Entity:

3.7.1 No reference shall be made to that registered office address in any advertisement or public announcement without Matrix's specific written consent.

3.7.2 The facility is provided on the basis of a licence revocable at will by Matrix; the Client shall, upon request from Matrix, immediately transfer the registered office address to another address selected by the Client.

3.7.3 The Client (and the Managed Entity, as applicable) hereby irrevocably and unconditionally appoints Matrix as its attorney and agent for the purpose of transferring the registered office address to an address of Matrix's choice should the Client or Managed Entity fail to do so within ten (10) days of Matrix issuing a request pursuant to clause 3.7.2.

3.8 Bank Account Facilitation

Matrix may provide, where agreed in the relevant Services Schedule, the service of Facilitation of Corporate Bank Account Opening ("Bank Account Facilitation").

Bank Account Facilitation is provided strictly on a reasonable commercial-efforts basis. Matrix has no control over the outcome of any application. Decisions on approval, rejection or timing are made solely by the relevant bank in accordance with its own policies, internal procedures and compliance requirements.

Matrix's role is limited to assisting with introductions and facilitating the preparation and submission of documentation. Matrix does not provide advice on the Client's eligibility for an account, nor does it influence or participate in the bank's internal decision-making.

Matrix shall not be responsible for:

- (a) delays in account opening caused by the bank's internal processes, compliance queries or the Client's corporate structure;
- (b) changes to the bank's requirements, policies or procedures;

- (c) political, regulatory or legal developments affecting account opening or operation;
- (d) the ongoing relationship between the Client and the bank once the account has been opened, unless otherwise agreed in writing;
- (e) failure by the bank to provide updates either to Matrix or to the Client.

The Client acknowledges and agrees that:

- (a) the facilitation of an account opening does not in any way guarantee the bank's approval;
- (b) fees for Bank Account Facilitation are non-refundable in all circumstances;
- (c) the service relates to one bank account per company unless otherwise stated in writing;
- (d) depending on the bank and account type, minimum balance requirements may apply. Failure to maintain such balance may result in downgraded service or reduced priority by the bank.

4. FEES AND PAYMENT

4.1 Fee Structure: Fees are categorised as:

- (a) One-off Services: All fees and disbursements are payable in advance unless otherwise agreed;
- (b) Recurring Services: Ongoing fees charged annually, quarterly, or monthly as specified in the Service Agreement;
- (c) Additional Services: For work instructed but not explicitly addressed in a Services Schedule, Matrix will charge based on time taken according to its current fee schedule.

4.2 Fee Changes: Matrix may amend fees for Recurring Services upon sixty (60) days' written notice to the Client. One-off Service fees are fixed unless variations are agreed in writing.

4.3 Payment Terms:

- (a) Invoices are payable within seven (7) days of the invoice date;
- (b) Payment must be made in full without deduction or set-off;
- (c) All amounts are exclusive of applicable taxes, which shall be added where required by law.

4.4 Late Payment: Interest may be charged on overdue amounts at the maximum rate permitted by Applicable Law.

4.5 Suspension of Services: Matrix reserves the right to suspend or delay provision of Services until outstanding amounts are paid in full.

4.6 Additional Charges: The Client shall reimburse all out-of-pocket expenses, disbursements, government fees, and third-party costs incurred in connection with the Services, including but not limited to bank charges and foreign exchange fees.

4.7 All fees and charges payable to Matrix in respect of the Services are non-refundable under any circumstances, including where the Services are not completed due to reasons outside Matrix's control.

4.8 Exit and Handover Fees: Upon termination, the Client shall pay reasonable fees for file preparation, handover assistance, and transitional support as may be agreed or determined by Matrix.

4.9 The Client acknowledges that Matrix may receive or pay referral fees, commissions or other benefits from third parties in connection with the provision of the Services.



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4.10 In so far as permitted by applicable law and professional guidelines, Matrix reserves the right to exercise a lien over all funds, documents and records in its possession relating to any engagement until all outstanding fees and disbursements are paid in full.

5. CLIENT RESPONSIBILITIES AND WARRANTIES

5.1 The Client warrants and undertakes that:

- (a) All information, documentation, and instructions provided to Matrix are accurate, complete, and not misleading;
- (b) All assets, funds, and property introduced to any Managed Entity are legally owned, unencumbered, and not derived from criminal activity, money laundering, terrorist financing, or other unlawful activity;
- (c) Instructions given to Matrix will not cause Matrix to breach any Applicable Law, applicable regulations, professional obligations, or ethical standards;
- (d) The Client is and is likely to remain solvent and able to meet its financial obligations as they fall due;
- (e) The Client will provide sixty (60) days' written notice before disposing of any interest in a Managed Entity or making any material change to its ownership or control;
- (f) The Client will promptly notify Matrix of any material changes including changes to address, residency, citizenship, business activities, beneficial ownership, control structures, or circumstances that may affect the Services;
- (g) The Client will cooperate fully with Matrix and provide all information, documentation, and assistance reasonably required for the provision of Services;
- (h) The Client will comply with all Applicable Laws and regulatory requirements relating to its affairs and the affairs of any Managed Entity;
- (i) The Client will immediately notify Matrix in writing of any of the following whether initiated or originating in the United Arab Emirates or elsewhere: (i) any regulatory or criminal investigation, prosecution, or regulatory enforcement action commenced against the Client, any beneficial owner, or any Managed Entity; (ii) any travel ban, visa restriction, or similar measure imposed by any authority; (iii) any asset freezing order or precautionary measure affecting the Client's assets; (iv) any regulatory inquiry or compliance investigation; and (v) any circumstances that may reasonably be expected to result in criminal or regulatory proceedings or investigations.

5.2 The Client acknowledges that any breach of these warranties or undertakings may result in immediate suspension or termination of Services and potential legal consequences.

6. ANTI-MONEY LAUNDERING AND COMPLIANCE

6.1 Matrix is obligated to undertake all applicable anti-money laundering, counter-terrorist financing, and sanctions laws and regulations in respect of all Services and Clients at the inception of each Client relationship and on an ongoing basis.

6.2 The Client acknowledges that Matrix may be required to:

- (a) Conduct ongoing due diligence and monitoring on the basis of documentation from the Client and independent checks;

- (b) Request additional information or documentation from the Client which the Client shall provide within a reasonable time;
- (c) Report suspicious transactions to relevant authorities;
- (d) Refuse to act or terminate the relationship where required by Applicable Law.

6.3 Matrix reserves the right to refuse instructions or terminate Services immediately if:

- (a) The Client, any Managed Entity, or any Related Party becomes a Prohibited Person;
- (b) Matrix reasonably suspects involvement in money laundering, terrorist financing, or other criminal activity by the Client, any Managed Entity, or any Related Party;
- (c) Continuing the relationship would or may in Matrix's opinion and subject to its sole discretion, breach Applicable Law or professional obligations;
- (d) The Client fails to provide satisfactory information for compliance purposes;
- (e) Any criminal or regulatory investigation or enforcement action is commenced against the Client, any beneficial owner, or any Managed Entity;
- (f) Any travel ban, asset freezing order, or similar restrictive measure is imposed by any authority;
- (g) Matrix reasonably believes that continuing the Services would expose Matrix's personnel to risk of civil or criminal liability, travel restrictions, or other personal consequences;
- (h) The Client fails to provide immediate notification of material changes as required under Section 5.1 or fails to provide Matrix requested information or documentation or provides documentation and information that is, in Matrix's reasonable opinion insufficient to enable Matrix to discharge its applicable compliance, KYC, and anti-money laundering obligations.

6.4 The Client remains solely responsible for its own compliance with all Applicable Laws and shall not hold Matrix liable for any gaps or failures or lapses in the observance or discharge of the Client's applicable compliance obligations.

7. CONFIDENTIALITY AND DATA PROTECTION

7.1 Mutual Confidentiality: Each party shall keep confidential all non-public information obtained from the other party and shall not disclose such information without prior written consent.

7.2 Permitted Disclosures: Confidentiality obligations do not apply to information:

- (a) Required to be disclosed by Applicable Law, court order, or regulatory requirement;
- (b) Disclosed to professional advisors, auditors, or regulators bound by confidentiality;
- (c) Disclosed to affiliates, service providers, or agents for legitimate business purposes;
- (d) In the public domain other than through breach of confidentiality.

7.3 Data Protection: Matrix processes personal data in accordance with the DIFC Data Protection Law (DIFC Law No. 5 of 2020) and other applicable or substantially similar data protection laws. The Client consents to such processing for the purposes of providing Services and meeting regulatory obligations.

7.4 Matrix Intellectual Property: The Client shall not disclose Matrix's proprietary information, methodologies, systems, or internal procedures. The Client shall not resell or use in any way not authorised by Matrix, Matrix's services or proprietary methods or processes.

7.5 Name Usage Restriction: The Client shall not use Matrix's name, trademark, logo, or brand (including those of its affiliates) in any marketing materials, websites, or public communications without Matrix's prior written consent.

7.6 Employee Non-Solicitation: The Client undertakes not to solicit, hire, or attempt to hire any employee or contractor of Matrix during the engagement and for a period of twelve (12) months after termination of Services.

7.7 Third Party Reliance Limitation: The advice and information provided by Matrix as part of the Services is for the Client's sole use, and not for any third party to whom the Client may communicate it, unless Matrix has expressly agreed in writing that a specified third party may rely on such work. Matrix accepts no responsibility to third parties for any advice, information or material produced as part of the Services which the Client makes available to them.

7.8 Electronic Communications Security: The parties acknowledge that communications throughout the engagement may occur via email, telephone, electronic platforms, and other digital means. Each party acknowledges that internet, email and other electronic means of communication are not secure mediums and neither party can guarantee the security or integrity of such communications.

8. LIABILITY AND INDEMNIFICATION

8.1 Matrix's responsibilities are strictly limited to the specific Services set out in the relevant Service Schedule(s) or otherwise expressly agreed in writing by Matrix. The Client agrees and acknowledges that Matrix shall have no duty, obligation, or liability whatsoever in respect of any matter, service or advice which is not specifically and expressly included in the Services Schedule(s) or otherwise confirmed in writing by Matrix or in respect of any Service which is not in fact provided by Matrix.

8.2 Standard of Care: Matrix's liability is limited to finally proven damages arising from failure to exercise reasonable due care and skill in providing the Services. No presumption of a fiduciary relation shall be made against Matrix unless the scope of Services specifically require, by applicable law, the existence of such a relationship in order for the Services to be lawfully provided.

8.3 Liability Cap: Matrix's total liability to the Client shall not exceed the Fees paid by the Client to (and received by) Matrix in the twelve (12) months preceding the claim.

8.4 Excluded Losses: To the extent permitted by law Matrix shall not be liable for any indirect, consequential, special, or punitive damages, loss of profits, loss of opportunity, or reputational damage suffered by the Client in any circumstances whatsoever.

8.5 Comprehensive Client Indemnification: The Client shall defend, indemnify, and hold harmless Matrix, its directors, officers, employees, and agents from and against all claims, demands, actions, suits, proceedings, investigations, losses, damages, liabilities, restrictions, governmental orders, costs, and expenses (including reasonable legal fees, disbursements, and investigation costs) arising out of or in connection with:

- (a) The Client's breach of these Terms, any Service Agreement, or Applicable Law;
- (b) Any inaccurate, incomplete, or misleading information, representation, or warranty provided by the Client;
- (c) The Client's business activities, investments, or commercial dealings;
- (d) The affairs, activities, or obligations of any Managed Entity;



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- (e) Any third-party claims relating to the Client's instructions, activities, or omissions;
- (f) Any violation of sanctions, anti-money laundering, or counter-terrorism financing laws;
- (g) Any claim that Matrix's Services were provided in accordance with the Client's specific instructions;
- (h) The use of Matrix's registered office address or corporate services by the Client or any Managed Entity;
- (i) Any regulatory compliance failures by the Client or any Managed Entity;
- (j) provided that such indemnification shall not apply to losses arising solely from Matrix's fraud, gross negligence, or criminal acts as finally determined by a court of competent jurisdiction.

8.6 Statutory Duties: Nothing in these Terms excludes Matrix's liability for statutory duties that cannot lawfully be excluded.

8.7 Third Party Limitation: No person other than the parties has any right to rely on Matrix's work product or advice. The Client may not make Matrix's work available to third parties without Matrix's prior written permission.

8.8 Regulatory Deadline Protection: If the Client provides all information and explanations on a timely basis in accordance with Matrix's requirements, Matrix will plan to undertake work within a reasonable period to meet applicable regulatory deadlines, as communicated to Matrix by the Client reasonably in advance. If the Client fails to provide information or documentation in reasonable time to comply with externally imposed deadlines, Matrix shall not be responsible for any administrative fines, charges or penalties imposed by relevant regulatory bodies.

9. TERMINATION

9.1 Termination by Client: Unless otherwise stated, the Client may terminate Services by giving thirty (30) days' written notice, subject to payment of all accrued fees and applicable exit charges.

9.2 Termination by Matrix: Matrix may terminate Services immediately upon written notice in the following circumstances:

- (a) Material breach by the Client that is not remedied within thirty (30) days;
- (b) Non-payment of fees after seven (7) days of the due date;
- (c) Insolvency, bankruptcy, or arrangement with creditors affecting the Client;
- (d) The Client becoming a Prohibited Person or engaging in prohibited activities;
- (e) Legal, regulatory, or professional requirements preventing continuation;
- (f) Circumstances raising professional ethics concerns;
- (g) Loss of required licences or regulatory approvals;
- (h) Other circumstances as set out in clause 6.3.

9.3 Termination on Notice: Matrix may terminate Recurring Services by giving sixty (60) days' written notice at any time without giving any reason.

9.4 Post-Termination Obligations: Upon termination for any reason:

- (a) All outstanding fees become immediately due and payable;
- (b) Matrix shall provide reasonable handover assistance subject to payment of exit fees;

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- (c) Matrix will endeavour to agree arrangements for completion of work in progress, unless required for legal or regulatory reasons to cease work immediately;
- (d) Termination shall not affect any rights, remedies, obligations or liabilities that have accrued up to the date of termination;
- (e) Any provision that expressly or by implication is intended to continue after termination shall remain in full force;
- (f) Confidentiality obligations shall continue indefinitely;
- (g) The Client shall provide all necessary authorities and documentation for the orderly transfer of responsibilities for any Managed Entities.

9.5 Upon termination of the Services, the Client (and any relevant Managed Entity) irrevocably appoints Matrix as its attorney and agent for the purpose of effecting:

- (a) The resignation, removal, and/or appointment of any Director, Council Member, Authorised Signatory, or any other officeholder or role performed by Matrix in connection with the Services; and
- (b) The execution and delivery of all necessary documents and instruments related to such changes.
- (c) The Client irrevocably consents to Matrix undertaking all acts, deeds, and things required to give full effect to such appointments, resignations, replacements, or other changes, including but not limited to signing documents on behalf of the Client or Managed Entity, and appearing at any government ministries, courts, banks, or other competent authorities as may be necessary or appropriate.
- (d) The Client undertakes to provide all reasonable assistance and promptly execute any documents required to formalize such changes and shall not impede or obstruct Matrix in terminating the Services.

10. RECORDS AND INTELLECTUAL PROPERTY

10.1 Record Keeping: Matrix shall maintain records as required by Applicable Law and professional standards.

10.2 Document Destruction: Matrix may destroy files and documents after the expiry of applicable statutory retention periods.

10.3 Intellectual Property: All intellectual property rights in documents, advice, and materials created by Matrix remain vested in Matrix, subject to a non-exclusive, non-transferable licence (which may not be sub-licensed) for the Client to use them for lawful purposes in connection with their business affairs.

The Client grants Matrix a license to use Client information and materials for the provision of Services and to comply with any applicable business, reporting, and compliance obligations of Matrix. Neither party may sub-license any rights granted hereunder without the other party's prior written consent.

10.4 File Ownership: Client files and documents remain the property of the Client, but Matrix may retain copies for compliance and professional purposes.

11. COMMUNICATIONS AND NOTICES

11.1 Method: All notices shall be in writing and delivered by:

- (a) Hand delivery with receipt acknowledged;

- (b) Registered mail to the last known address;
- (c) Email to the last provided email address;
- (d) Secure electronic platform maintained by Matrix.

11.2 Deemed Receipt: Notices are deemed received:

- (a) Upon delivery if by hand;
- (b) Two (2) business days after posting if by mail;
- (c) Upon successful transmission if by email (provided no bounce-back is received);
- (d) Upon system confirmation if via secure platform.

11.3 Change of Address: Parties must promptly notify each other of any change in contact details.

12. GENERAL PROVISIONS

12.1 Entire Agreement: These Terms, together with any Service Agreement, constitute the entire agreement between the parties and supersede all prior agreements and understandings.

12.2 Amendment: These Terms may only be varied by written agreement signed by both parties, except that Matrix may update these Terms by posting revised terms on its website and providing thirty (30) days' notice to clients.

12.3 Severability: If any provision of these Terms is held invalid or unenforceable, the remainder shall remain in full force and effect.

12.4 Third Party Rights: No person other than the parties has any right to enforce these Terms.

12.5 Assignment: The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations arising under or in connection with these Terms without the prior written consent of Matrix.

12.6 Force Majeure: Neither party shall be liable for failure to perform due to circumstances beyond its reasonable control, including acts of God, governmental actions, terrorism, pandemic, or system failures.

13. GOVERNING LAW AND JURISDICTION

13.1 Governing Law: These Terms and any disputes arising from or in connection with them shall be governed by the laws of the Dubai International Financial Centre (DIFC).

13.2 In case of any disputes arising under or relating to or concerning these Terms or the Services the Client and Matrix shall resolve such disputes as follows:

- (a) First, by mutual negotiation between the parties. Specifically, by senior representatives of the Client and Matrix meeting to resolve such dispute, whether virtually or physically.
- (b) Second, in the event mutual negotiation fails to resolve a dispute within thirty (30) calendar days of the parties first meeting to resolve such dispute by mutual negotiation, a party may refer the dispute for final resolution before the Dubai International Financial Centre Courts (the "DIFC Courts").

13.3 The parties submit to the exclusive jurisdiction of the DIFC Courts in respect of all disputes not resolved by mutual negotiation, including the Small Claims Tribunal of the DIFC Courts for claims within its jurisdictional limit.



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13.4 Prior to the commencement of proceedings before the DIFC Courts the parties consent and are hereby deemed to consent at the relevant time(s) to participating in court-annexed mediation pursuant to and in accordance with the Rules of the DIFC Courts (as amended from time to time) and the relevant practice direction(s).

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For questions regarding these Terms, please contact your relationship manager or email info@matrixcorporateservices.com.

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