

# SORP GROUP TERMS AND CONDITIONS FOR ACCOUNTING SERVICES

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These Terms and Conditions ("Terms") constitute a legally binding agreement governing the use of accounting, tax compliance, payroll, and consulting services (collectively referred to as the "Services") provided by SORP GROUP ("Provider"). The Services may be rendered under subscription plans, project-based engagements, or on-demand consultations, and may be delivered through various communication channels, including but not limited to email, CRM systems, online platforms, and messaging applications.

The use of the Services implies full understanding and acceptance of these Terms, including any additional service descriptions, pricing schedules, and policies referenced herein or provided separately. In case of inconsistency between the Terms and any accompanying documents, these Terms shall prevail unless explicitly stated otherwise.

If the Services are accessed or engaged without acceptance of these Terms in full, such access shall be deemed unauthorized, and the Provider reserves the right to refuse or suspend the Services. Legal or regulatory clarification regarding the scope and applicability of these Terms may be sought by the Party concerned through competent advisors prior to entering into any engagement.

## DISCLAIMERS

Please be reminded of the following:

- The Services provided by the Provider are intended for general business and compliance support and do not constitute legal, tax, or financial advice unless expressly agreed otherwise in writing.
- Regulatory requirements, tax obligations, and business rules may vary across jurisdictions and are subject to change. The Client remains responsible for verifying the applicability of any advice or deliverables to their specific situation.
- The Provider shall not be liable for any losses, penalties, or damages incurred by the Client as a result of using the Services unless expressly stated in these Terms or confirmed in the scope of a specific engagement.
- The Client is solely responsible for providing timely, accurate, and complete information necessary for the delivery of Services. Failure to do so may affect the accuracy or completeness of the results.
- The Client acknowledges that they bear sole responsibility for the accuracy, completeness, and timely submission of all financial and tax-related documents required for VAT and/or Corporate Tax filings. The Provider shall not be liable for any penalties, interest, or regulatory consequences arising from:
  - a) late submission of required documents by the Client;
  - b) incomplete or inconsistent records provided;
  - c) the Client's decision to proceed with a tax filing despite the Provider's warnings or recommendations.
- In such cases, the Provider reserves the right to require the Client to sign a formal Disclaimer of Tax Liability, thereby waiving any claims against the Provider related to the filing.
- By accepting these Terms through any permitted communication channel (including email, CRM, or messaging platforms), the Client waives any claims related to such outcomes and releases the Provider from associated liability.

## INFORMATION ABOUT THESE GENERAL TERMS

1. The Provider offers a structured range of service plans under the Subscription-Based Services model. These plans define the scope, limits, and pricing of accounting, tax compliance, payroll, and consulting services. Clients may select a plan based on their business size, transaction volume, and required level of service.

Please refer to the table below for a summary of available service plans, their key components, limitations, and applicable terms. Each plan forms an integral part of these Terms and is governed by the provisions herein, as

well as by any individual proposals or engagement letters signed with the Client. These Terms and may be amended from time to time in accordance with Section 6.

Any services rendered beyond the applicable limits of the selected plan are subject to additional fees as described in Section 3 & Section 4.

These service plans may include, but are not limited to:

- Monthly transaction volume limits
- Maximum number of legal entities or employees covered
- Included vs. additional (billable) services
- Applicable SLA coverage and support response times

Any services rendered beyond the specified limits of the selected plan may be subject to overage fees or require a change in service tier, as detailed in Section 4.

The Client acknowledges and agrees that service plan descriptions and limits, as presented in the table, shall be interpreted in conjunction with these Terms, including Section 4.

#### 1. Response Time to Client Queries (via Email, CRM, WhatsApp)

Plan	Standard Response Time	Urgent Response Time*
Start	Up to 48 hours	—
Grow	Up to 24 hours	4 hour
Scale	Up to 12 hours	2 hour
Enterprise	Up to 6 hours	1 hour

\*Urgent response time applies in cases of time-sensitive reporting (e.g., FTA deadlines, payroll, audit requests).

#### 2. Reporting Deadlines

Report Type	Start	Grow	Scale	Enterprise
<b>P&amp;L (Profit &amp; Loss Statement)</b>	Within 10 business days after month-end	Within 7 days	Within 5 days	Within 3 days
<b>Balance Sheet / Cash Flow</b>	—	monthly, 7 days	monthly, 5 days	monthly, 3 days
<b>VAT Filing</b>	3 business days before filing deadline	3 days	3 days	2 days
<b>Payroll &amp; WPS File</b>	3 days before payroll due date	2 days	2 days	1 days

### 3. Month-End Close Timeframe

Plan	Month-End Closing (Accounting)
Start	Up to 10 business days
Grow	Up to 7 business days
Scale	Up to 5 business days
Enterprise	Up to 3 business days

\*The timeframe is calculated from the date of receiving all required documents from the Client.

### 4. Escalation Procedure

Condition	Action	Timeline
No response received on time	Follow-up request to client + CRM tag	+1 day
Report not delivered on time	Automatic notification to manager	+1 day
Critical error (e.g., VAT or payroll delay)	Escalation to Operations Director	Immediately
Repeated delays or client complaints	Meeting scheduled with Account Manager	Within 48 hours

## DEFINITIONS

- **"Provider"** refers to SORP GROUP, the entity offering the Services under these Terms.
- **"Client"** any legal entity or individual entrepreneur that has engaged the Provider for Services under an Engagement.
- **"Services"** professional accounting, tax, payroll, compliance, and consulting services provided by the Provider.
- **"Subscription-Based Services"** recurring services delivered on a monthly or annual basis under a fixed-fee plan with predefined limits and scope.
- **"One-Time Services"** project-based or ad hoc services provided upon request outside of a recurring subscription plan.
- **"Consultation Services"** hourly or package-based advisory services, including tax planning, corporate structuring, budgeting, and technology selection.
- **"Engagement"** any form of agreement between the Client and the Provider (including offers accepted via email, CRM, messaging apps, or payment) that initiates the provision of Services.
- **"Transaction"** any financial or accounting entry requiring processing, reconciliation, or reporting under the scope of the Services.
- **"Overage"** any usage that exceeds the limits of the selected Subscription Plan (e.g., number of transactions, employees, reports) and is subject to additional fees.

- **"Deliverables"** any reports, files, outputs, or documents prepared by the Provider as part of the Services.
- **"Force Majeure"** events beyond the reasonable control of the Parties, including but not limited to natural disasters, war, cyberattacks, connectivity disruptions, or governmental acts.
- **"Notice"** any official message or communication delivered to the Client or Provider via accepted communication channels, including email, CRM, or messaging platforms.
- **"Platform"** – any digital tool (e.g., website, CRM, client portal) used to facilitate interaction between the Client and the Provider.
- **"Materials"** – all templates, forms, files, systems, and proprietary tools provided by the Provider in connection with the Services.
- **"Intellectual Property"** – all copyrights, trademarks, templates, and proprietary information owned by the Provider or its licensors and made available through the Services.
- **"Communication Channels"** – accepted methods of correspondence between the Parties, including but not limited to email, WhatsApp, CRM systems, or written confirmation in other digital form.
- **"Acceptance"** – any action that confirms the Client's consent to these Terms, including written confirmation via email, CRM, or messaging apps, or payment of invoices.

## 1. ELIGIBILITY

- 1.1. To engage the Services under these Terms, the Client must meet the following criteria:
  - (a) Be a legally registered business entity, individual entrepreneur, or authorized representative thereof, with full legal capacity to enter into binding agreements under the laws of its jurisdiction;
  - (b) Ensure that any individual interacting with the Provider on its behalf is duly authorized to act and bind the Client in contractual matters;
  - (c) Not be subject to any international or domestic sanctions that would restrict the use of financial or professional services under UAE law;
  - (d) Operate in a jurisdiction where accounting, tax, and business consulting services of the type provided herein are not prohibited or restricted by law;
  - (e) Use the Services solely for lawful business activities and not for personal, fraudulent, or illegal purposes;
  - (f) Provide accurate and truthful information when entering into the Engagement and throughout the Service period;
  - (g) Be fully responsible for compliance with local tax, accounting, and corporate regulations applicable to their business operations;
  - (h) Not be currently suspended or barred from receiving professional services from regulated firms or service providers;
- 1.2. The eligibility criteria outlined above are indicative and may be updated from time to time in order to comply with applicable legal, regulatory, or professional requirements in the UAE or other relevant jurisdictions. The Provider may also establish additional criteria or request supporting documentation to confirm the Client's eligibility based on the nature of the engagement. It is the Client's responsibility to ensure ongoing compliance with all relevant legal, tax, and corporate obligations applicable in their jurisdiction prior to and during the use of the Services.

## 2. SERVICE ENGAGEMENT AND ACCESS

- 2.1. Engagement with the Provider may occur through email, CRM platforms, online forms, or messaging applications (including WhatsApp). The Client's acceptance of a proposal, package selection, payment, or written confirmation through any of these channels constitutes legally binding acceptance of these Terms.
- 2.2. The Provider may offer access to a secure Client Portal or CRM system for document exchange, service updates, and reporting. The Client is solely responsible for maintaining the confidentiality of login credentials and for all activity under their assigned access.
- 2.3. Any individual acting on behalf of the Client is presumed to be duly authorized to engage the Provider and bind the Client to these Terms. The Provider reserves the right to require documentary proof of such authorization where necessary.
- 2.4. The Provider may suspend or terminate Services without prior notice in cases of material breach, fraudulent activity, non-payment, or provision of false or misleading information by the Client. The Provider shall not be liable for any consequences arising from such suspension.

### 3. TYPES OF SERVICES

3.1. **One-Time Services.** The Provider may offer one-time or project-based services tailored to the Client's specific needs. These may include, but are not limited to, the following:

**(a) Historical Accounting and Clean-Up**

- Classification and reconciliation of past transactions
- Recovery of incomplete or missing data
- Adjustment of balances in accordance with applicable standards (IFRS/GAAP/UAE VAT)

**(b) Chart of Accounts Setup and Software Implementation**

- Development of a custom chart of accounts aligned with the Client's business structure
- Configuration of accounting software
- Data migration and import from legacy systems

**(c) Audit Preparation and Assistance**

- Compilation of financial records in auditor-ready format
- Coordination with independent auditors or regulators
- Rectification of inconsistencies and formal response to audit queries

**(d) Tax and Regulatory Registration**

- Registration for UAE VAT, Excise Tax, ESR (Economic Substance Regulations)
- Support in opening Tax Group accounts or obtaining TRNs
- Submission of required onboarding documentation to FTA or other regulators

**(e) Financial Statement Compilation**

- Preparation of annual financial statements in statutory format
- Consolidation across multiple entities (if applicable)
- Issuance of management reports for investors or banks

3.2. **Consultation Services.** The Provider may deliver hourly or package-based consulting services focused on strategic and financial planning. These services may include:

**(a) Tax Planning and Optimization**

- Assessment of local and international tax exposure
- Structuring for group relief or tax efficiency
- Guidance on cross-border invoicing and withholding tax implications

**(b) Budgeting and Forecasting**

- Development of monthly/quarterly/annual budgets
- Financial scenario modeling (base case, worst case, growth case)
- Variance analysis and performance monitoring tools

**(c) Corporate Structure Advisory**

- Selection of optimal legal entity type (Mainland vs Free Zone)
- Evaluation of licensing options and substance requirements
- Support in restructuring, M&A preparation, or shareholder realignment

**(d) Technology and Automation Consulting**

- Recommendation of accounting and HR software tailored to Client's size
- Workflow automation of invoicing, payroll, and reconciliations
- Integration of third-party tools (banks, payment systems, CRM)

3.3. **Subscription-Based Services.** The Provider offers recurring monthly or annual service plans ("Subscription Plans"), which include a predefined scope of professional services. Typical components of these plans may include, but are not limited to:

**(a) Bookkeeping and Transaction Processing**

- Recording and categorization of financial transactions within the agreed monthly limit
- Reconciliation of bank accounts, wallets, and other financial instruments
- Maintenance of ledgers and general journal entries

**(b) Tax Compliance and VAT Filing**

- Preparation and filing of VAT returns (monthly or quarterly as per FTA requirement)
- Maintenance of VAT sales and purchase registers
- Handling of voluntary disclosures and penalty mitigation, where applicable

**(c) Payroll Administration**

- Calculation of monthly salaries, allowances, and deductions
- Generation of payslips and WPS files in compliance with UAE labor law
- Preparation of payroll summaries for internal review

**(d) Financial Reporting**

- Issuance of monthly Profit & Loss statements and balance sheets
- Basic cash flow overviews and trial balances
- Management reports summarizing key financial indicators

**(e) Ongoing Regulatory Compliance and Alerts**

- Reminders regarding ESR, UBO, VAT filing deadlines, and license renewals
- Tracking of economic substance compliance obligations (if applicable)
- Periodic review of corporate compliance risks

## 4. PRICING, PAYMENTS AND RENEWALS

4.1. **Service Fee Calculation.** Service fees are based on the nature and complexity of services, the estimated monthly volume of transactions, and the number of entities, bank accounts, or employees involved. Pricing details are provided in the Client's selected Subscription Plan, Engagement Letter, or Proposal. All prices are exclusive of VAT unless explicitly stated otherwise.

4.2. **Transaction Limits and Overage Charges.** Each Subscription Plan includes a specified monthly limit for transactions or services. If the Client exceeds this limit, overage charges apply according to the following formula:

Overage Fee = [X] AED per 10 transactions over the limit.

**Example: If the plan allows 100 transactions and the Client submits 125, the surcharge is  $3 \times X$  AED.**

**Additional services outside the scope of the Subscription Plan (e.g., additional payroll, multiple VAT returns) shall be quoted and billed separately.**

4.3. **Invoicing and Payment Terms.** Invoices are issued on a monthly basis (or as otherwise agreed). Payments are due within 7 calendar days from the invoice date. Accepted payment methods include bank transfer and approved online gateways.

4.4. **Late Payments and Penalties.** Late payments shall accrue interest at 1.5% per month, or a fixed late fee (whichever is greater). Continued non-payment beyond 15 calendar days may result in temporary service suspension, withholding of deliverables, or termination of services.

4.5. **Refund Policy.**

- Fees for services that have been rendered or are in progress are non-refundable.
- Prepaid but unused subscription periods may be refundable at the sole discretion of the Provider, subject to a deduction for administrative costs.

- Refund requests must be submitted in writing within 30 calendar days of the relevant payment date.
- Refunds shall not be issued if the Client has failed to provide necessary documents or access required for service execution.

## **5. AUTOMATIC RENEWAL AND TERMINATION**

- 5.1. Renewal of Subscription Plans. Unless otherwise agreed, all subscription-based services automatically renew for an identical period (monthly or annually). Either party may terminate the renewal by providing at least 14 calendar days' written notice prior to the renewal date.
- 5.2. Termination by the Client. The Client may terminate services at any time with 14 days' written notice. No refunds shall apply to services already delivered. Partial refunds for unused periods are at the sole discretion of the Provider.
- 5.3. Termination by the Provider. The Provider reserves the right to suspend or terminate services in the following cases:
  - (a) Non-payment exceeding 15 days.
  - (b) Repeated breach of these Terms.
  - (c) Submission of false or misleading information.
  - (d) Fraudulent conduct or abusive behavior
  - (e) Legal or regulatory constraints
- 5.4. The Provider may also refuse to provide services where the Client's conduct is deemed inappropriate, unethical, or damaging to the Provider's business reputation.

## **6. COMMUNICATION, UPDATES, AND NOTICES**

- 6.1. The Provider may communicate with the Client via the following verified and accepted channels. Any instructions, requests, confirmations, or approvals transmitted through these methods shall be deemed valid and binding:
  - (a) Email (official address provided by the Client);
  - (b) WhatsApp or similar messaging platforms (as agreed);
  - (c) Client portals, CRM systems, or dashboards.
- 6.2. Notification of Changes to Terms. The Provider reserves the right to amend these Terms by issuing written notice to the Client (via email or platform notification) at least 14 (fourteen) calendar days prior to such changes becoming effective. Continued use of the Services after the expiry of the notice period shall constitute acceptance of the revised Terms.
- 6.3. Acceptance of Terms and Engagement. Engagement with the Provider shall be deemed valid and binding upon any of the following actions by the Client:
  - (a) Written acceptance of a proposal or engagement letter via email;
  - (b) Confirmation or instruction submitted via WhatsApp or other agreed messaging platforms;
  - (c) Activation or selection of a service package via CRM or online form;
  - (d) First payment of fees or deposit invoice issued by the Provider.
- 6.4. Each of the above shall constitute legal acceptance (acceptance of offer) and full agreement to these Terms and Conditions, without requiring a separate handwritten signature.

## **7. PERSONAL DATA**

- 7.1. The Provider collects, processes, and stores Client personal and financial data strictly for the purposes of delivering accounting, tax, payroll, and consulting services, in accordance with the applicable data protection laws, including the UAE Personal Data Protection Law (PDPL) and, where applicable, the General Data Protection Regulation (GDPR).
- 7.2. Data may be stored and processed using third-party platforms (e.g., Zoho Books, QuickBooks Online) subject to their respective privacy policies and data security protocols. Primary data centers are located in the EU, UAE, or the United States, depending on the provider and the Client's business location.

- 7.3. In the event of a confirmed data breach affecting Client information, the Provider shall notify the Client within 72 hours and take immediate steps to mitigate the breach, in accordance with best practices under PDPL and, where applicable, GDPR.
- 7.4. The Client is responsible for:
- Ensuring that submitted data does not infringe on third-party privacy rights;
  - Notifying the Provider of any specific legal or jurisdictional restrictions on data processing or storage;
  - Securing login credentials to any connected platforms and services
- 7.5. The Provider undertakes to:
- Apply access controls, encryption, and role-based restrictions across all systems;
  - Limit access to Client data strictly to authorized personnel and subcontractors bound by confidentiality obligations;
  - Refrain from disclosing Client data to third parties without written consent, unless legally required;
  - Implement reasonable organizational and technical measures to prevent data loss, unauthorized access, or breaches.

## **8. LIMITATION OF LIABILITY AND BREACH OF TERMS**

- 8.1. The Provider shall deliver the Services with reasonable skill and care in accordance with applicable professional and ethical standards. However, to the maximum extent permitted by law, the Provider makes no guarantees regarding specific business outcomes or financial results resulting from the Services provided.
- 8.2. The Provider shall not be liable for any indirect, incidental, or consequential damages, including loss of profits, business interruption, reputational harm, or loss of data, arising from the use of or reliance on the Services, except in cases of gross negligence or willful misconduct.
- 8.3. The Client agrees to indemnify and hold harmless the Provider, its directors, employees, and contractors from any claims, damages, liabilities, costs, or expenses (including legal fees) arising from:
- (a) the Client's breach of these Terms;
  - (b) failure to provide accurate or complete information required for the delivery of Services;
  - (c) any use of the Services for unlawful or unauthorized purposes;
- 8.4. In case of a material breach of these Terms by the Client, including failure to make payment or cooperate in good faith, the Provider reserves the right to suspend Services immediately, retain any advance payments, and seek reimbursement for losses, penalties, or additional administrative costs incurred.

## **9. INTELLECTUAL PROPERTY AND CONTENT USE**

- 9.1. All materials, templates, reports, documentation, communication formats, and other content provided by SORP GROUP in connection with the Services (whether via email, CRM, file sharing platform, or other means) are the exclusive intellectual property of SORP GROUP or its licensors, unless expressly stated otherwise.
- 9.2. The Client is granted a limited, non-exclusive, non-transferable, and revocable license to use such materials solely for their internal business purposes in connection with the Services, subject to the following restrictions:
- The Client shall not reproduce, distribute, sublicense, or commercially exploit the materials without prior written consent of SORP GROUP;
  - The Client shall not modify or create derivative works based on such materials unless explicitly authorized;
  - The Client shall take reasonable steps to protect the confidentiality and proprietary nature of the materials.
- 9.3. SORP GROUP reserves the right to update, modify, or revoke access to such materials at its sole discretion and without prior notice.
- 9.4. Except as expressly permitted in these Terms, no part of the Services or related content may be copied, shared with third parties, or used in any manner that violates intellectual property laws or infringes on SORP GROUP's proprietary rights.
- 9.5. All company names, logos, and service marks displayed in connection with the Services are either registered or unregistered trademarks of SORP GROUP or its affiliates. The Client shall not use any such trademarks or trade names without prior written authorization.



## 10. FINAL PROVISIONS

- 10.1. The headings in these Terms are included for convenience only and shall not affect the interpretation or legal effect of any provision herein.
- 10.2. If any provision of these Terms is determined to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed severed from the Terms without affecting the validity and enforceability of the remaining provisions. The invalid clause shall be replaced by a legally valid provision that most closely reflects the original intent.
- 10.3. All formal notices, requests, or communications shall be submitted to the Provider via the contact details specified in the service agreement, invoice, or official correspondence [sorp@sorp.ae](mailto:sorp@sorp.ae). Any email notification shall be deemed received upon confirmation of delivery or, if no error message is received, on the 10th (tenth) calendar day following dispatch.
- 10.4. The Provider may issue updates, changes, or legal notices via email, CRM system, or other communication channels agreed with the Client. These shall be deemed effective upon dispatch. Continued use of the Services after such notice shall constitute the Client's acceptance of the changes.
- 10.5. The scope, functionality, and delivery method of the Services may evolve over time. The Provider reserves the right to amend the Services with prior written notice. Material changes will be communicated no later than 14 (fourteen) calendar days in advance.
- 10.6. The Provider may suspend or terminate Services at any time due to non-payment, regulatory obligations, or breach of these Terms. Outstanding payments for completed work shall remain due.
- 10.7. The Provider shall not be liable for failure or delay in performing its obligations due to force majeure events, including but not limited to natural disasters, war, government restrictions, cyberattacks, service outages, or other events beyond its reasonable control.
- 10.8. Both Parties agree to treat as confidential all non-public information obtained in connection with the Services, including but not limited to business plans, financial data, internal policies, and communications exchanged during the course of the engagement ("Confidential Information").
- 10.9. Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by applicable law, regulation, or court order.
- 10.10. The Provider may share Confidential Information with its employees, subcontractors, or advisors strictly on a need-to-know basis, provided that such recipients are subject to confidentiality obligations no less stringent than those set out herein.
- 10.11. The confidentiality obligations under this section shall survive the termination or expiration of these Terms for a period of five (5) years, unless otherwise required by law.
- 10.12. These Terms, along with any referenced engagement letters, privacy policy, or pricing annexes, constitute the entire agreement between the Provider and the Client. They supersede any prior negotiations, proposals, or understandings relating to the Services.
- 10.13. These Terms and any disputes or claims arising out of or in connection with them shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any disputes that cannot be resolved amicably shall be subject to the exclusive jurisdiction of the competent courts of Dubai, UAE.
- 10.14. These Terms shall become effective upon publication and remain valid until replaced or withdrawn by the Provider.