

**IVM ME FZ-LLC**

Office no. 110, 1st Floor, Block E, Office Park Building,  
Dubai Internet City, P.O. Box 62632, Dubai – United Arab Emirates  
Phone: +971 4 3914391 | Fax: +971 4 3918539  
[ivanti.com](http://ivanti.com)



10 December 2024

Dear Valued Partner,

**Re: Transfer of Agreements from IVM ME FZ LLC to IVM EME Limited**

We refer to applicable Partner Agreement you have entered into and/or received at any point in time from IVM ME FZ LLC and any amendments thereto ("**Agreement**").

Whereas IVM ME FZ LLC, company number 94117 whose registered office is at Unit 101, Office Park Block E, Dubai Internet City, P.O Box 62631, Dubai, United Arab Emirates ("**IVM FZ**") expanded its relationship with Ivanti UK Limited ("**Ivanti**") to cover Eastern Europe, Africa and the Middle East.

As a result of this expansion, and pursuant to the assignment clause in the Agreement, IVM FZ is now transferring its agreements related to the Eastern European countries listed in the Agreement ("**Territory**") to IVM EME Limited, a company registered in 276 Arch. Makariou III Ave., Lara Court 3105 Limassol, Cyprus ("**IVM Ltd**"). As a result of this transfer, IVM Ltd will be assuming IVM FZ's rights and responsibilities in the Territory in full, including with respect to the Agreement.

We therefore wish to notify you of the transfer of our rights, obligations, and liabilities under the Agreement to IVM Ltd.

IVM FZ, You, and IVM Ltd agree to novate the Agreement on the terms set out below, with effect from 1 January 2025 ("**Effective Date**").

- 1.1 IVM FZ and You shall transfer all rights and obligations under the Agreement to IVM Ltd, except for the outstanding fulfillment and payment obligations as detailed herein.
- 1.2 IVM Ltd shall perform the Agreement, be bound by its terms, and assume its benefits in every way as if it were the original party to the Agreement.
- 1.3 You shall perform the Agreement and be bound by its terms in every way as if IVM Ltd were the original party to the Agreement.

**IVM ME FZ-LLC**

Office no. 110, 1st Floor, Block E, Office Park Building,  
Dubai Internet City, P.O. Box 62632, Dubai – United Arab Emirates  
Phone: +971 4 3914391 | Fax: +971 4 3918539  
[ivanti.com](http://ivanti.com)



- 1.4 IVM FZ hereby releases You and You hereby release IVM FZ from all its future obligations under the Agreement. However, nothing in this letter shall affect or prejudice any claim or demand that either of us has against the other relating to matters occurring before the Effective Date.
- 1.5 Any obligations owed by IVM FZ and You to the other under or in connection with the Agreement that remain undischarged at the Effective Date are not waived or discharged by virtue of this letter.
- 1.6 If, pursuant to and in accordance with section 1.10(a) of this letter, you object to the assignment of the Agreement as specified herein, this letter shall serve as IVM FZ's thirty (30) day prior written notice of its intent to terminate the Agreement, without cause, with a termination effective date of 30 January 2025 ("Termination Effective Date"). Upon termination, the termination provisions of the Agreement shall apply.
- 1.7 In the event of any inconsistency between the provisions of the Agreement and the provisions of this letter, the provisions of this letter shall prevail.
- 1.8 The Agreement will continue on its existing terms save as amended by this letter.
- 1.9 This letter and any dispute or claim arising out of or in connection with it is governed by the law of England and Wales. The courts of England have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this letter.
- 1.10 You shall be deemed to have consented to the transfer of the Agreement with effect from the Effective Date on the terms set out in this letter on the earlier of:
  - (a) failure by you to object to such transfer by written reply, such reply to be received by us within 14 days of the date of this letter; or
  - (b) you transact with IVM Ltd, which shall include issuing purchase orders or invoices (as the case may be) to IVM Ltd after the Effective Date.

Please direct any questions or replies to [info@ivmeme.com](mailto:info@ivmeme.com)

**IVM ME FZ-LLC**

Office no. 110, 1st Floor, Block E, Office Park Building,  
Dubai Internet City, P.O. Box 62632, Dubai – United Arab Emirates  
Phone: +971 4 3914391 | Fax: +971 4 3918539  
[ivanti.com](http://ivanti.com)



Yours faithfully,

A handwritten signature in blue ink, appearing to read "Husni Hammoud", written over a horizontal dotted line.

Husni Hammoud

For and on behalf of IVM ME FZ LLC

A handwritten signature in blue ink, appearing to read "Chadi El Khouri", written over a horizontal dotted line.

Chadi El Khouri

For and on behalf of IVM EME Limited

Date: 10 December 2024