THE DUBAI INTERNATIONAL FINANCIAL CENTRE COURTS

IN THE COURT OF FIRST INSTANCE

BETWEEN

(1) NEST INVESTMENTS HOLDING LEBANON S.A.L.

(2) JORDANIAN EXPATRIATES INVESTMENT HOLDING COMPANY

(3) QATAR GENERAL INSURANCE AND REINSURANCE COMPANY PJSC

(4) GHAZI KAMEL ABDUL RAHMAN ABU NAHL

(5) JAMAL KAMEL ABDUL RAHMAN ABU NAHL

(6) TRUST COMPASS INSURANCE S.A.L.

(7) TRUST INTERNATIONAL INSURANCE COMPANY (CYRPUS) LIMITED

(8) HIS EXCELLENCY SHEIKH NASSER BIN ALI BIN SAUD AL THANI

(9) FADI GHAZI ABU NAHL

(10) HAMAD GHAZI ABU NAHL

(11) KAMEL GHAZI ABU NAHL

Claimants

and

DELOITTE & TOUCHE (M.E.)

Defendant

and

MR JOSEPH EL FADL

Respondent

CONSENT ORDER

UPON the judgment of Justice Roger Giles dated 12 February 2018 (the "Judgment") directing the parties to seek to agree costs or alternatively a schedule for the exchange of submissions on costs in respect of: (a) Application No. CFI 027/2016/1 filed by the Respondent challenging the jurisdiction of the DIFC Courts (the "Jurisdiction Application"); (b) Application No. CFI 027/2016/2 filed by the Defendant seeking strike out and/or immediate judgment on the Claim (the "Strike-Out Application"); and (c) Application No. CFI 027/2016/3 filed by the Claimants seeking to join the Respondent as a party to the proceedings (the "Joinder Application") (collectively, the Applications)

AND UPON the Claimants' application for permission to appeal against the Judgment on the Joinder Application filed on 5 March 2018 ("Claimants' Permission to Appeal Application"), and the Defendant's application for permission to appeal against the Judgment on the Strike-Out Application filed on 5 March 2018 ("Defendant's Permission to Appeal Application")

AND UPON the Claimants, the Defendant and the Respondent having agreed confidential terms of settlement by exchange of letters in respect of the first instance costs of the Applications (the "Agreement"). For the avoidance of doubt, the Agreement deals exclusively with the first instance costs of the Applications only and does not relate to the costs of any appeals of the Judgment in relation to which the rights of the Parties and the Respondent are expressly reserved

IT IS HEREBY ORDERED BY CONSENT THAT:

1. Any potential liability of the Claimants, the Defendant and the Respondent in connection with the first instance costs of the Applications (excluding the costs of any appeals) shall be released and discharged subject to:

(a) Strict compliance with the terms of the Agreement.

(b) The exceptions in paragraph 2 of this Consent Order.

2. Notwithstanding paragraph 1 of this Consent Order and the Agreement:

(a) If the Defendant is successful in its appeal of the Strike-Out Application, the Claimants shall not be released and discharged in respect of any costs of the Strike-Out Application and the Defendant shall have the right to seek a full recovery of its costs of the Strike-Out Application.

(b) If the Claimants are successful in their appeal of the Joinder Application, the Respondent shall not be released and discharged in respect of the costs of the Joinder Application and the Claimants shall have the right to seek a full recovery of any costs of the Joinder Application.

3. For the purposes of paragraph 2(a) of this Consent Order, the Defendant shall be regarded as "successful" in its appeal if all or part of the Claim is struck out by the DIFC Courts of Appeal or immediate judgment is granted by the Court of Appeal on all or part of the Claim, or if the Court of Appeal determines that Lebanese law is the governing law of the Claim.

4. For the purposes of paragraph 2(b) of this Consent Order, the Claimants shall be regarded as "successful" in their appeal if the Respondent is joined as a party to these proceedings by the DIFC Courts of Appeal.

5. The Claimants, the Defendant and the Respondent shall have liberty to apply to the DIFC Courts to vary or discharge the terms of this Consent Order if the terms of the Agreement are breached.

Issued by:

Ayesha Bin Kalban

Assistant Registrar

Date of issue: 3 April 2018

At: 9am



