

BUSINESS INCORPORATION ZONE TERMS & CONDITIONS

1. The services performed by BUSINESS INCORPORATION ZONE are:
 - 1.1. Facilitation of products and services subscribed to in the application forms and/or any other product or service agreed to in writing.
 - 1.2. Facilitation of payments to any and all 3rd party service providers.

2. **BUSINESS INCORPORATION ZONE'S RIGHTS AND RESPONSIBILITIES:**
 - 2.1. BUSINESS INCORPORATION ZONE will carry out the facilitation of services with reasonable care and skill and use all reasonable endeavours to ensure accurate and expeditious handling of all services and products subscribed to by the customer.
 - 2.2. BUSINESS INCORPORATION ZONE shall have no liability to the Customer for any loss of profits, business, revenue, damage to brand or reputation or any indirect or consequential loss or damage in respect of any act, omission, neglect, delay, or default by any of BUSINESS INCORPORATION ZONE's staff and/or agents and whether in contract or in tort. BUSINESS INCORPORATION ZONE does not limit or exclude liability for death or personal injury caused by negligence or fraudulent misrepresentation.
 - 2.3. BUSINESS INCORPORATION ZONE shall accurately represent to the Customer information pertaining to costs, documentary requirements, restrictions and timelines related to the products and services subscribed for at the time of the Customer signing this agreement.
 - 2.4. BUSINESS INCORPORATION ZONE agrees to communicate to the Customer any changes that have been imposed by 3rd party service providers with respect to the aforementioned costs, documentary requirements, restrictions or timelines as soon as they become aware of the same.
 - 2.5. BUSINESS INCORPORATION ZONE carries no liability for any changes that are imposed by 3rd party providers and /or Government authorities to the aforementioned costs, documentary requirements, restrictions or timelines after the signing of this agreement.
 - 2.6. BUSINESS INCORPORATION ZONE agrees to present these Terms & Conditions to the Customer for signing at the time the Customer agrees to subscribe for any product or service facilitated via BUSINESS INCORPORATION ZONE.

3. **CUSTOMER'S RIGHTS AND RESPONSIBILITIES:**
 - 3.1. The customer agrees not to carry out on any business, which could be construed as illegal, defamatory, immoral or obscene under UAE Law.
 - 3.2. The customer will utilise the products and services facilitated by BUSINESS INCORPORATION ZONE for the express use of the company registered via BUSINESS INCORPORATION ZONE. The customer will not sell, assign or delegate any such product or service without informing BUSINESS INCORPORATION ZONE and seeking permissions from BUSINESS INCORPORATION ZONE along with the relevant 3rd party service providers and / or Government Authorities.
 - 3.3. Customer shall be entitled to receive the products and services subscribed to by way of completed forms or otherwise agreed in writing and submitted to BUSINESS INCORPORATION ZONE and be held to these Terms and Conditions.

- 3.4. The Customer is entitled to be provided with current and accurate information by BUSINESS INCORPORATION ZONE pertaining to the products and services subscribed to at the time of signing these Terms and Conditions. The Customer is also entitled to receive notification from BUSINESS INCORPORATION ZONE should any changes occur pertinent to the products and services subscribed for. The Customer indemnifies BUSINESS INCORPORATION ZONE from any loss or damage suffered material or otherwise as a result of changes that occur, pertaining to products or services subscribed for by the customer, after the signing of these Terms and Conditions.
- 3.5. The customer's obligations are to pay the stipulated fee and the costs of all other services provided on the due dates and to perform all of the obligations on the part of the customer contained in this agreement.
- 3.6. The customer will fully indemnify BUSINESS INCORPORATION ZONE against any expenses, cost, claims, damages, or penalties incurred by BUSINESS INCORPORATION ZONE in connection with this agreement howsoever occasioned.
- 3.7. BUSINESS INCORPORATION ZONE shall not be held responsible for, or act as, or be held out by the customer as being sponsor, agent, representative, or partner.
- 3.8. The customer shall hold BUSINESS INCORPORATION ZONE blameless from and against claims resulting from any changes or disruptions to the customer's email address and/or domain name.
- 3.9. The customer is bound by the terms of conditions of each individual 3rd party service provider i.e. the business centre, and the Free Zone and any other organization or authority; the customer indemnifies BUSINESS INCORPORATION ZONE, from any issue that arises from a service or product provided by the 3rd party service provider.

4. TERMS OF PAYMENT

Account Name: BUSINESS INCORPORATION ZONE FZ LLC

Bank: Emirates NBD

Bank Address: Deira, Dubai, UAE.

IBAN / Account Number: AE850260001015181394901

Swift Code: EBILAEAD

NB: If you are transferring from Emirates NBD (ENBD) or Emirates Islamic Bank (EIB) you only need to use the following account number: 1015181394901

- 4.1. Payments are to be made in advance for all services, except where post-dated cheques or another form of guarantee to the entirety of the services is received and approved.
- 4.2. The Fee structure and costs are as indicated and agreed at time of signing these terms and conditions or as is prevalent at the time of subscribing for a product or service after the signing of these terms and conditions.
- 4.3. The customer is required to provide payment via cash, bank transfer, credit card, post-dated cheques upon application, amounting to the agreed Support Services terms for the longevity of the trade license or as otherwise agreed.

- 4.4. All bank transfer fees are to be borne by the payer.
- 4.5. Applications are submitted for processing and indicated timelines commence upon realisation of payment.
- 4.6. Any ancillary services will be quoted and charged in advance and accepted through written consent or otherwise agreed.
- 4.7. For customers who have subscribed to BUSINESS INCORPORATION ZONE's Premier Package or as otherwise agreed, BUSINESS INCORPORATION ZONE will make a one-off payment of up to USD \$12 for domain name registration with godaddy.com, annual domain name renewal charges will be borne by the customer. The customer will select and pay for their own hosting package with godaddy.com. BUSINESS INCORPORATION ZONE will upload a splash page to the domain free of charge, as well as setup up to 3 email accounts. Any changes to the splash page are charged at AED 105 per change. BUSINESS INCORPORATION ZONE provide no IT Support related to any of the services supplied by godaddy.com, the customer will be required to contact godaddy.com directly for any assistance. The domain name/splash page/email accounts selected by the customer must relate to the company registered through BUSINESS INCORPORATION ZONE. The Customer has a period of 2 months after the signing of these terms and conditions to request this service, after which date BUSINESS INCORPORATION ZONE will no longer be obliged to offer this service.
- 4.8. For customers who have subscribed to BUSINESS INCORPORATION ZONE's Premier Package or as otherwise agreed, BUSINESS INCORPORATION ZONE will bear a one-off cost of printing 250 business cards, via BUSINESS INCORPORATION ZONE chosen 3rd party service provider, one name, single sided, standard print, full colour. The cost for any requirements by the customer outside these parameters will be borne by the customer. Business cards must be related to the company registered via BUSINESS INCORPORATION ZONE, and carry the details subscribed for via BUSINESS INCORPORATION ZONE. Should you not take up this option within 2 months of signing these terms and conditions, the offer will be withdrawn. Any discrepancies in quality, colour, design, delivery time or any other specification or claim are to be dealt with directly with the 3rd party supplier and BUSINESS INCORPORATION ZONE is not accountable or liable for any whatsoever claim. Furthermore, please note that the splash page is a single landing page and is not a full website, the customer will choose 1 design from a choice of 3 templates, BUSINESS INCORPORATION ZONE will not custom design a splash page for the customer.
- 4.9. Business Centre Services, Phone Numbers, Fax Number, Meeting Room, Internet Café, Address and Courier Mail Management Services will be provided by and governed by the selected operator. Please note charges apply for transferring calls, furthermore the fax number is a communal fax number not a dedicated one. With regard to meeting rooms, bookings need to be made a minimum of 3 working days in advance and a booking is limited to units of 2 hours. Internet Café usage is on a first come first serve basis, BUSINESS INCORPORATION ZONE will make payment to the selected Business Centre and for the selected service on behalf of the Client, however the client will be required to sign the terms and conditions of the selected operator and will be bound and governed by those terms and conditions. BUSINESS INCORPORATION ZONE is not liable or responsible for any part of the agreement entered into between the Client, and the selected Business Centre or the services in which they offer. Any sundry services i.e. call transfer charges, photocopying, printing, additional meeting room hours and internet

café days will be billed directly by the business centre to the client and must be settled immediately to avoid all business centre services being suspended.

- 4.10. Should you wish to use the 'honesty bar' at the business centre you will need to lodge a credit card with them as security, and settle your bill daily. Please note only hot beverages are complimentary i.e. tea and coffee everything else is chargeable.
- 4.11. With regard to meeting rooms hours and days at the internet café, no partial bookings are accepted, i.e. a half hour meeting room booking will be viewed as 1 hour, and similarly if you use the internet café for 2 hours it will be viewed as 1 day. Furthermore, if for example 2 of you are using the internet café on the same day and occupying 2 desks, that will count as 2 days usage. Furthermore, desk space cannot be shared, you can only have 1 person occupying 1 desk. If you would like additional meeting room hours and/or internet café days you may approach the Business Centre and pay them the applicable rates directly. Also, please note that desk usage at the internet café is on a first come first serve basis, and meeting rooms need to be booked in advance and are subject to availability. Unused meeting room hours or internet café days cannot be rolled over to the following month.
- 4.12. Any regular mail received will be kept for 60 calendar days and will be discarded thereafter if not collected. Any parcels received will carry a handling fee of AED 105 per item in addition to any applicable customs fees; parcels will be discarded after 21 calendar days if not collected.
- 4.13. The PO Box details that appear on your Free Zone trade license can NOT be used to receive any mail or packages for yourself or your company; any mail or packages sent to these PO Boxes will be destroyed.
- 4.14. Should payment for the renewal of the BUSINESS INCORPORATION ZONE package (Support Services and Company Registration) not be made by the expiry date of the company Trade License, all services will be discontinued including any telephone number you have subscribed for. Any reconnection of the telephone number once it has been disconnected which will become subject to a charge of AED 368. Furthermore, you will be charged a penalty of AED 105 per day, after the date of expiry until you either renew the BUSINESS INCORPORATION ZONE package, or complete the closing/cancellation procedure, you will also be liable to pay any applicable government fees i.e. closing/cancelling fees and late fees for closing/cancelling after the expiry date of the license, or late fees for renewing your license after the expiry date of the license as well as any license amendment fees if the Licensing Authority has reallocated your office space due to renewal of the license after the expiry date.
- 4.15. Some services will be provided by and governed by a 3rd party operator. BUSINESS INCORPORATION ZONE will make payment to the selected 3rd party operator for the selected service on behalf of the Client, however the client will be required to sign the terms and conditions of the selected 3rd party operator and will be bound and governed by those terms and conditions. BUSINESS INCORPORATION ZONE carries no liability for any part of the agreement entered into between the Client and the selected 3rd party operator.
- 4.16. Any payments received by BUSINESS INCORPORATION ZONE towards any product or service are nonrefundable unless agreed otherwise. This condition is valid even if the payment received isn't for the full amount of the service or product subscribed for and/or the customer has yet to provide BUSINESS

INCORPORATION ZONE with all the correct documentary requirements for said product or service and/or their application is rejected by the licensing/government authority for any reason.

5. NON - PAYMENT & CANCELLATION POLICY:

- 5.1. In the event that the post-dated cheques or security deposit for any products or services subscribed to are not cleared within 30 days of their due date, legal action will be sought to recover the funds up to and including the cancellation of the company trade license and any company visas and imposing any necessary bans through the free zone and/or other licensing authority and/or UAE immigration against the customer. Furthermore BUSINESS INCORPORATION ZONE reserves the right to take over and subsequently close the customer's company incorporated via BUSINESS INCORPORATION ZONE should it deem it necessary and cancel any visas associated with said company without notice in the sole case of any outstanding payment being delinquent for over 30 days, where the customer will remain liable for the outstanding charges to BUSINESS INCORPORATION ZONE and all applicable fees associated with the cancellation of said trade license and visas (pricing available on <http://businessincorporationzone.ae>)
- 5.2. Late payments will be subject to a penalty of 10% per month or part thereof.
- 5.3. Cheques returned result in a charge of AED 263.
- 5.4. In an event of an unauthorized credit card for monthly Support Services payment, there will be a charge of AED 263.
- 5.5. Any yearly renewable product or service will auto renew for a further 12-month period unless written notice is received 2 months before the renewal date.
- 5.6. You will be required to settle upfront in full any pending instalments at the time of cancellation of your license.
- 5.7. In the event of cancellation of the trade license, you will be required to pay the prevailing BUSINESS INCORPORATION ZONE/government charges for closing down the company or cancelling the visas.
- 5.8. Ownership of any property left in BUSINESS INCORPORATION ZONE facilities being transferred to BUSINESS INCORPORATION ZONE, for disposal, sale, or any other action deemed necessary to recover any outstanding balance from the customer. BUSINESS INCORPORATION ZONE will have no obligation whatsoever to disclose information concerning action taken if any, and may still take necessary legal measures to obtain payment for services provided from the customer.
- 5.9. With regard to the company setup via BUSINESS INCORPORATION ZONE, the client is obliged to maintain BUSINESS INCORPORATION ZONE as their agent for the lifetime the company remains in existence, and are not permitted to transact their company license renewal or any other process pertaining to their company individually or via another agent or via the Free Zone at any time unless otherwise agreed by BUSINESS INCORPORATION ZONE.

5.10. BUSINESS INCORPORATION ZONE reserves the right to take legal action both in the UAE and globally to recover all and any funds it is owed, and to assign the collection of any such debts to a 3rd party collection agent in any jurisdiction domestically or globally.

6. GENERAL TERMS & CONDITIONS

- 6.1. Any notice given by either party shall be in writing and shall be deemed sufficiently served: Notice to BUSINESS INCORPORATION ZONE or the customer may be served at the office premises, or such other address that has been provided by BUSINESS INCORPORATION ZONE or customer for the receipt of notices.
- 6.2. Any notice sent by post should be deemed received by the addressee in the normal course of posting.
- 6.3. This agreement is personal to the customer and is not capable of re-assignment. Also, it represents the entire agreement between the parties and neither party has relied on any representation or other term not set out in this agreement.
- 6.4. BUSINESS INCORPORATION ZONE reserves the right to take appropriate action and inform any and all concerned parties if the customer and/or its company is found to violate the conditions outlined and imposed by the licensing authority and/or found to be engaging in an activity contrary to UAE Law.
- 6.5. Any updates, changes or modifications to the information contained in our proposals will be available on our website and on the most current proposal. The onus is on the client to refer to our website and/or contact BUSINESS INCORPORATION ZONE to request a copy of our most current proposal, BUSINESS INCORPORATION ZONE will not be responsible for circulating said information to the client.
- 6.6. This agreement shall be governed by and construed in accordance with the laws of the jurisdiction of BUSINESS INCORPORATION ZONE's head office (Creative City Free zone, Fujairah). This agreement creates no rights in any third parties to enforce its terms.
- 6.7. BUSINESS INCORPORATION ZONE bears no responsibility for any changes to indicated timelines, restrictions, costs, procedures that are outside its control including those made by the relevant government authorities. Furthermore, BUSINESS INCORPORATION ZONE carry no obligation to notify the customer of any such changes. It is the customers responsibility to contact BUSINESS INCORPORATION ZONE to be updated on any changes or to refer to BUSINESS INCORPORATION ZONE website where changes will be posted by BUSINESS INCORPORATION ZONE periodically.
- 6.8. BUSINESS INCORPORATION ZONE bears no responsibility for any disruption caused if a 3rd party service provider suspends or withdraw any of their services.
- 6.9. BUSINESS INCORPORATION ZONE reserves the right to seek alternate 3rd party Service Providers at any given time, and to provide reasonable notice of the same.
- 6.10. Any documents delivered to BUSINESS INCORPORATION ZONE and/or or received by the government authority after 1 pm will not be dispatched till the following day in either direction. The cut off time for documents to be submitted/received, and payments to be received/realized is 1pm, anything received after this time will be considered towards the following working day.

- 6.11. The documentation, when applying to register a new Free Zone company (i.e. application forms and passport copies), need to be submitted directly to the Free Zone via courier or online QR to our office in
Fujairah either in person or online or via courier; dependent on the requirements of each individual Free Zone authority and company setup option.
- 6.12. All document clearing and document processing tasks pertaining to your applications (Trade License, visas etc) are carried out by our office in Fujairah.
- 6.13. Any documents or applications handed into our Dubai office are a drop off and pick up point only, no document clearing or document processing take place in Dubai.
- 6.14. Payments for all applications should be made to our office in Fujairah or via bank transfer, or bank deposit (cheque or cash).
- 6.15. Any payments handed over at our Dubai office are a drop off point only, all receipts and invoices will be issued from our office in Fujairah.
- 6.16. Free Zone companies are only permitted to carry out their business activities with companies within their own Free Zone or with companies within other Free Zones in the UAE, or with companies outside the UAE. Should the company wish to conduct business with Government entities or local companies within the UAE they should either establish a local branch office or transact through a local agent.
- 6.17. BUSINESS INCORPORATION ZONE may subcontract or appoint an agent in respect of any element of the services, and/or the collection of the services fees.
- 6.18. Any product or service entered into with BUSINESS INCORPORATION ZONE is non-transferable, unless agreed in writing.
- 6.19. The client accepts and understands any and all limitations and parameters associated with the Trade License (Free Zone or other) that has been subscribed for.
- 6.20. These terms are governed by the laws of the domicile of BUSINESS INCORPORATION ZONE's head office (Creative City Free zone, Fujairah, UAE). In the event of any dispute, the dispute shall be referred to and adjudicated by the authorities of Creative City Free zone in Fujairah, UAE
- 6.21. In an event where you would like to transfer your company file directly to the freezone or any other jurisdiction, it will be mandatory to avail an NOC from BUSINESS INCORPORATION ZONE which will be issued at a fee confirmed by Business Incorporation zone at the event of the request. Once the file is transferred, the client will directly deal with the authorities and will no longer be serviced by BIZ offices. This shall be applicable on consultants and 3rd parties. This clause is applicable and shall survive with no legal liabilities on BUSINESS INCORPORATION ZONE.