

## FLEXI DESK STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS

The defined terms used in these T&Cs shall have the following meaning:

**Admin Fee** means the fee for provision of the Flexi Desk Services as set out in item 4 of the Particulars;

**Affiliate** means, in relation to a Party, any entity that directly or indirectly controls, is controlled by or is under common control of that Party from time to time;

**Business Hours** means 8.00am to 5.00pm UAE standard time on any day that is not a Friday, a Saturday, a declared public holiday, or a day upon which banks are otherwise closed for business in the Emirate of Dubai;

**Centre** means the DMCC Business Centre, in which the desk space and Flexi Desk Services are provided, in the DMCC Free Zone;

**Civil Code** means the United Arab Emirates Federal Law No. 5 of 1985 regarding the Civil Transactions Law;

**Commencement Date** has the meaning ascribed to it in item 1 of the Particulars;

**Customer** means the Party identified in item 3 of the Particulars;

**DMCC** means Dubai Multi Commodities Centre, established pursuant to Law No. 4 of 2001 and by virtue of Decision No. 4 of 2002 and Decision No. 2 of 2006, each issued in the Emirate of Dubai;

**DMCC Free Zone** means the free zone of DMCC;

**DMCC License** means a license issued by DMCC to operate within the DMCC Free Zone;

**Early Termination Administration Charge** means the charge of AED 1,000, payable by the Customer to the Provider where the Customer terminates these T&Cs prior to the Expiry Date;

**Early Termination Cancellation Fee** means AED 1,000, payable in the event of early termination of these T&Cs;

**Effective Date** means the date referred to in item 1 of the Particulars;

**Expiry Date** means the expiry date set out in item 1 of the Particulars;

**Flexi Desk Fee** means the fee identified in paragraph 4 of the Particulars (as may be amended from time to time) to be paid by the Customer to the Provider for provision of the use of a flexi desk;

**Flexi Desk Services** means the provision by the Provider of 24-hour security and immediate access to move-in during Business Hours, provision of desk space with one desk, one desk chair and one electrical power outlet, office maintenance, air-conditioning, lighting and power, daily housekeeping service, Network Connectivity Services, shared pantry and rest room access and incoming fax service;

**Law** means all national, state, local and municipal legislation, regulations, directives, statutes, by-laws, approvals and other laws and any other instrument or direction from officials having the force of law as may be issued and in force from time to time (and any amendment or subordinate provisions there to);

**License Fee** means the fee specified in paragraph 4 of the Particulars as may be amended from time to time;

**Master Community** means the entire master community comprised in the DMCC Free Zone developed or to be developed on a portion of the land comprising Plot 814, Parcel ID No. 393 Emirates Hill First, Dubai and situated between 5th and 6th Interchanges, Sheikh Zayed Road, Dubai, which includes all and any reductions and extensions from time to time;

**Network Connectivity Services** means internet communications access;

**Optional Services** means those services described in item 5 of the Particulars;

**Optional Services Fee** means the costs associated for provision of the Optional Services, indicative amounts being set out in item 5 of the Particulars;

**Particulars** mean the particulars to which these T&Cs apply;

**Parties** means the Provider and the Customer, with each being a **Party**;

**Premises** means any part of the premises within which the desk is located and the Flexi Desk Services are performed;

**Provider** means the Party identified in item 2 of the Particulars;

**Relevant Authorities** means the Government of the United Arab Emirates or the Emirate of Dubai, any local, regional, territorial, free zone, municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, utility provider, judicial or administrative body, having jurisdiction over Master Community including but not limited to DMCCA, Dubai Municipality, the Dubai Electricity and Water Authority, and Dubai Roads and Transport Authority;

**Rules and Regulations** means all rules and regulations which are applicable in the DMCC Free Zone, as may be amended from time to time, copies of which may be found at the following link: <https://www.dmcc.ae/free-zone/support/compliance-and-regulations>;

**Security Deposit** means the deposit to be given by the Customer to the Provider as security for performance of the Customer's obligations under these T&Cs as described in item 4 of the Particulars;

**T&Cs** means these standard, non-negotiable terms and conditions and the Particulars, including any amendments hereto;

**Term** means the period of these T&Cs which commences on the Commencement Date, and unless terminated earlier pursuant to the terms of these T&Cs, expires on the Expiry Date;

**UAE** means the United Arab Emirates; and

**VAT** means any form of goods and services tax levied in the UAE or Dubai from time to time.

### 2. FLEXI DESK USE

2.1 In consideration of the payment by the Customer of the Flexi Desk Fee to the Provider, the Provider will grant access to and use of one desk space within the Centre for up to 16 hours per calendar month on a non-exclusive basis.

2.2 The desk space will be allocated by the Provider at the time of booking and is available on a first-come, first-served basis.

2.3 Use of the desk space shall be subject to the Customer conforming to and abiding by these T&Cs and all relevant Rules and Regulations.

2.4 Use of the desk space will be subject to any DMCC booking policies in place from time to time and shall be used in accordance with these T&Cs.

2.5 The Customer acknowledges and agrees that:

(a) the granting of access to the Centre is personal to the Customer and shall not apply to any of its nominees, assigns, successors or successors-in-title.

(b) any rights granted pursuant to these T&Cs do not constitute a tenancy right;

(c) possession and control of the Centre shall at all times remain vested in the Provider, and the Customer shall not have any estate or interest in any part of it;

(d) the Customer shall not at any time be entitled to use the Centre to the exclusion of the Provider or any others from time to time entitled; and

(e) the Provider may enter the Premises at any time and for any reason and to use it in common with the Customer.

2.6 The Provider shall provide the Flexi Desk Services to the Customer during the Term in consideration of the payment by the Customer of the Admin Fee to the Provider.

### **3. THE OPTIONAL SERVICES**

- 3.1 The Provider may provide the Optional Services as requested by the Customer during the Term. The Customer acknowledges that the Optional Services are available on a first-come, first-served basis and at the absolute discretion of the Provider.
- 3.2 The Customer acknowledges and agrees that the Provider shall have no liability to the Customer for any loss caused to the Customer as a result of the Provider providing or otherwise for any reason being unable to provide the Flexi Desk Services or the Optional Services.

### **4. NETWORK CONNECTIVITY SERVICE**

- 4.1 The Provider shall provide Network Connectivity Services free of charge to the Customer subject to the following terms and conditions:
- (a) the Provider will not provide any computer or telephone equipment to the Customer, including but not limited to any individual telephone lines, hardware, software, peripherals or other related equipment whatsoever;
  - (b) the Customer shall only access websites that do not breach the telecommunication policies of any telecommunications services provider, any Relevant Authority, the Provider or any Law.
  - (c) the Provider may withhold internet access to the Customer and or terminate these T&Cs with immediate effect in accordance with Clause 8 below, if there is any infringement or illegal use of the Network Connectivity Services by the Customer;
  - (d) the Network Connectivity Services do not include allocation of telephone numbers or telephone usage charges;
  - (e) the Provider shall not be liable for any loss caused as a result of the Customer's use of the Provider's Network Connectivity Services including, but not limited to, any data loss, hacking, protection or security issues; and
  - (f) the Customer shall not modify or install any network points.

### **5. SECURITY DEPOSIT**

- 5.1 The Customer shall pay the Security Deposit prior to the Effective Date.
- 5.2 Subject to Clause 5.4, the Security Deposit will be returned to the Customer within 60 days following the Expiry Date without any interest, and less the deduction of all such sums as are properly due to the Provider.
- 5.3 If the cost of the monthly Optional Services provided to the Customer exceeds 50% of the Security Deposit, the Customer shall increase the Security Deposit upon the written demand of the Provider to do the same.
- 5.4 The Provider may use the proceeds of the Security Deposit for payment of any amount due to the Provider under these T&Cs, including but not limited to, damage caused by the Customer or any unpaid amounts relating to the provision of the Flexi Desk Services or Optional Services (where applicable).

### **6. GENERAL CUSTOMER OBLIGATIONS**

- 6.1 In using the Flexi Desk Services and the Optional Services, the Customer undertakes and agrees that:
- (a) use of desk spaces are subject to 24-hour advance booking and are for use during Business Hours only;
  - (b) the Flexi Desk Services will be used for general office purposes only;
  - (c) the Customer shall notify the Provider immediately of any damage caused by the Customer or the Customer's employees, agents, appointees or visitors to the Centre or anything therein;
  - (d) the Customer shall be liable for all damage caused by the Customer and the Customer's employees, agents, appointees and visitors to the Centre and shall indemnify and hold harmless the Provider and DMCC from any and all losses suffered by any party in connection with such damage;
  - (e) the common areas of the Centre will only be used by the Customer, the Customer's employees, agents, appointees or visitors in such a way as to have regard to the rights and interests of other users and so as not to cause nuisance to other users;
  - (f) the Customer shall not install any fixtures or fittings in the Centre;
  - (g) use of the Flexi Desk Services and the Optional Services are only available to the Customer to the extent its DMCC License remains valid;
  - (h) unless otherwise agreed by the Provider, only one authorised individual may use the desk space provided under these T&Cs at any given time;
  - (i) the Customer shall fully indemnify the Provider against any expenses, costs, claims, damages or penalties incurred by the Provider in connection with the use by the Customer of the flexi desk or the Flexi Desk Services, howsoever occasioned;
  - (j) the Customer shall not carry on any business which could be construed by the Provider or Relevant Authorities as illegal, defamatory, immoral or obscene and will not use the Flexi Desk Services (whether directly or indirectly) for any such purpose.
  - (k) all authorised Customer employees wishing to use the desk space provided under these T&Cs must be nominated representatives under the Customer's DMCC License, and any complaints in connection with such use must be reported to the Provider's administration team immediately; and
  - (l) the Provider reserves the right at any time to modify the Centre, Flexi Desk Services, or Optional Extra Services and to impose new or additional terms or conditions on the Customer's use of the Flexi Desk Services or the Optional Extra Services and the Customer will cooperate where necessary to assist in the implementation of such changes.

### **7. PAYMENT**

- 7.1 On or prior to the Effective Date, the Customer shall pay the Admin Fee and the Flexi Desk Fee for the first year of these T&Cs.
- 7.2 Unless otherwise agreed by the Parties, the Customer shall pay any amounts due under these T&Cs to the Provider's finance department in a form to be determined by the Provider from time to time.
- 7.3 The Customer shall provide evidence of all payments made to the Provider in writing.
- 7.4 In the event that any cheque issued by the Customer is not immediately honoured in full:
- (a) the Customer shall pay the Provider an administrative charge of AED 1,000 per returned or part-paid cheque;
  - (b) the Provider may discontinue the provision of the Flexi Desk Services and the Optional Services;
  - (c) the Provider may bring a claim against the Customer in respect to unpaid amount; and
  - (d) the Provider may cancel the Customer's DMCC License and associated visas.
- 7.5 Any Optional Service Fee or charge associated with extra hour usage of a flexi desk shall be settled by the Customer through the Portal prior to provision of that Optional Service or desk usage.
- 7.6 If payment of any sum under these T&Cs is not made within 7 days of the due date, the Provider may apply interest on any such outstanding sums at the rate of 1% per month (12% per annum).
- 7.7 The Customer acknowledges and agrees that all sums payable under these T&Cs are exclusive of VAT and the Customer shall bear the cost of any applicable VAT imposed from time to time.

### **8. TERMINATION AND EXCLUSIVE USE**

- 8.1 The Provider may terminate these T&Cs immediately without the requirement of a court order or further notice if:
- (a) the Customer fails to pay the Admin Fee or the Flexi Desk Fee in accordance with these T&Cs;

- (b) the Customer fails to pay the Optional Services Fee within 30 days of the date of an invoice for the same;
  - (c) the Customer's DMCC Licence is terminated or is invalidated during the Term; or
  - (d) the Customer breaches any term of these T&Cs and does not rectify the breach within 30 days of receipt of written notice to do so.
- 8.2 If the Customer fails to make payment under the terms of these T&Cs when due, the Provider may, in its sole discretion:
- (a) retain any correspondence addressed to the Customer and telephone and fax messages intended for the Customer; and
  - (b) exclude the Customer from further use of any Flexi Desk Services and Optional Services, until all outstanding sums are paid.
- 8.3 Unless otherwise agreed by the Provider, the Customer shall not be entitled to any refund of the Flexi Desk Fee, the Admin Fee or any Optional Services Fee where these T&Cs are terminated prior to the Expiry Date for any reason whatsoever.
- 8.4 In addition to the Provider's rights set out in these T&Cs, in the event that the Customer leaves any of its property in the Centre for more than 10 days following the Expiry Date, the Provider may, in its absolute discretion, dispose of the property in any manner it deems appropriate including, but not limited to, disposal, sale or donation of the same.
- 8.5 The Provider may set off any proceeds from the sale of Customer property against any debts payable to the Provider by the Customer.

## **9. INSURANCE AND LIMIT OF LIABILITY**

- 9.1 The Customer shall, throughout the duration of the Term, keep itself insured (with a reputable insurer acceptable to the Provider), against all insurable liabilities in connection with their use of the desk and Flexi Desk Services.
- 9.2 Where requested by the Provider, the Customer shall provide the Provider with certificates of insurance, receipts for the current year's premiums, and any other proof of insurance the Provider may reasonably require.
- 9.3 To the extent permitted by Law, the Provider shall have no liability to the Customer in respect of any of the following:
- (a) any act, omission, negligence, delay or default by any of the Provider or its employees, agents, appointees or visitors whether in contract or in tort; or
  - (b) the provision of the Flexi Desk Services or the Optional Services.

## **10. TERM AND TERMINATION**

- 10.1 These T&Cs will continue for the Term.
- 10.2 The Customer may terminate these T&Cs prior to the Expiry Date, where the Customer has used the Flexi Desk Services for a minimum of 12 months (or such shorter period agreed in writing by the Provider) and where the Customer:
- (a) has provided 3 months' prior written notice to the Provider; or
  - (b) has paid to the Provider the Early Termination Cancellation Fee and the Early Termination Administration Charge.
- 10.3 The fees payable pursuant to Clause 10.2 shall not apply if the Customer enters into an agreement with the Provider for the use of a serviced desk or serviced office within 8 working days of terminating these T&Cs.
- 10.4 If the Customer enters into a serviced desk or serviced office agreement pursuant to Clause 10.3:
- (a) the balance of the Flexi Desk Fee pro-rated for the remainder of the Term or renewal term; and
  - (b) the Security Deposit (subject to any deductions pursuant to these T&Cs),
- shall be credited by the Provider against the amount for the relevant serviced desk or serviced office and the Customer will not be eligible for any refund of the Admin Fee.

## **11. RENEWAL**

- 11.1 Subject to Clause 11.5, if the Customer wishes to renew these T&Cs, the Customer shall notify the Provider in writing 3 months prior to the Expiry Date of such requirement.
- 11.2 The Customer shall pay the Admin Fee and the Flexi Desk Fee for any additional term prior to the effective date of any renewal of these T&Cs.
- 11.3 In the event that the Customer fails to comply with the notice period set out in Clause 11.1 but proceeds to renew these T&Cs, the Customer shall be liable to pay to the Provider AED 500 per month for each month (in whole or in part) from the relevant Expiry Date until a renewal is signed and all payments have been received by the Provider.
- 11.4 The Customer acknowledges and agrees that any renewal made pursuant to Clause 11.3 will be subject to:
- (a) any renewal of these T&Cs being valid and enforceable from the relevant preceding Expiry Date; and
  - (b) the Customer's payment of the payment due under clause 11.3.
- 11.5 Any renewal of these T&Cs shall be at the sole discretion of the Provider and the Customer's compliance with DMCC's licensing rules and regulations.
- 11.6 Any sums charged under this Clause 11 may be deducted by the Provider from the Security Deposit and any sums not covered by the Security Deposit shall be paid by the Customer within 7 days of demand by the Provider.

## **12. NOTICES**

- 12.1 All Notices given to a Party under, or in connection with, these T&Cs shall be given in writing and delivered by hand or by courier at the address listed at items 2 or 3 of the Particulars (as applicable).
- 12.2 Other than in respect of a Dispute Notice, this Clause 12 does not apply to:
- (a) the service of any proceedings or other documents, in any legal action; or
  - (b) where applicable, any arbitration or other method of dispute resolution.

## **13. MISCELLANEOUS**

- 13.1 These T&Cs and use of the flexi desk and Flexi Desk Shared Services is personal to the Customer and is not capable of being assigned or shared. The Provider may assign or transfer any or all of its rights and obligations under these T&Cs to an Affiliate without the consent of the Customer.
- 13.2 If the Customer is a company, the Customer must obtain written consent from the Provider prior to any change in the ownership or management of the Customer (or its relevant holding company) (including any changes in beneficial ownership) which would constitute a change of controlling interest of the Customer. The Provider may terminate these T&Cs in its sole discretion where the Customer fails to obtain consent in accordance with this Clause 13.2.
- 13.3 The Customer shall at all times during the Term comply with Law.
- 13.4 Clauses 1, 6.1(d), 6(i), 9.3, 10, 11, 12 and this Clause 13 shall survive the expiration or termination of these T&Cs.
- 13.5 These T&Cs shall be governed by the laws of the Emirate of Dubai and the laws of the United Arab Emirates as applicable in the Emirate of Dubai.
- 13.6 If any dispute, claim, controversy or difference between the Parties arises out of or in connection with these T&Cs, including any question regarding its existence, validity, interpretation or termination ("Dispute"), then the Parties shall use their best endeavours to settle the Dispute. If the Parties do not reach resolution within 30 days, then the Dispute shall be finally settled by the courts of the Emirate of Dubai.
- 13.7 These T&Cs may be varied or amended by the Provider at any time.