

SUPPORT SERVICES TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

In this Agreement, the following definitions and rules of interpretation shall apply:

1.1 Definitions

Add-on Services means additional add-on services provided by CZHUB or a third party in accordance with paragraph 4 at its discretion outside the Support Services on a pay-per-usage basis (including, but not limited to, meeting room and event space reservations);

AED means United Arab Emirates dirhams;

Agreement means the agreement between CZHUB and the Customer for the supply of Services in accordance with the Support Services Application and these Support Services Terms and Conditions;

Business Hub means the relevant business hub operated by Creative Zone Business Hub LLC or a third party or a third party in accordance with paragraph 4 and identified on the Support Services Application;

Competent Authority means the Dubai Department of Economic Development or any such other relevant governmental, judicial or regulatory department or agency in the UAE;

CZHUB means Creative Zone Business Hub LLC incorporated in the emirate of Dubai under licence number 787763;

Parties means collectively CZHUB and the Customer and where the context requires, their respective successors and assigns, and **Party** shall mean either of them, as the context requires;

Representatives means all Company investors, directors, managers, employees, visitors, consultants, advisers and/or affiliated members using the Business Hub;

Services means the Support Services and the Add-on Services;

Support Services Application means the Creative Zone Business Hub - Support Services Application form completed and signed by the Customer and CZHUB relating to the supply of the Support Services.

Support Services means the services supplied by CZHUB as requested in the Support Services Application or a third party or a third party in accordance with paragraph 4, or as otherwise agreed in writing between CZHUB and the Customer;

Support Services Terms and Conditions means these terms and conditions as amended from time to time.

UAE means United Arab Emirates;

1.2 Interpretation

1.2.1 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and words in the singular shall include the plural and in the plural shall include the singular.

1.2.2 A reference to writing or written include faxes and emails.

1.2.3 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.2.4 A reference to these Support Services Terms and Conditions or to any other agreement or document referred to in these Support Services Terms and Conditions is a reference to these Support Services Terms and Conditions or such other agreement or document as amended or novated (in each case, other than in breach of the provisions of these Support Services Terms and Conditions) from time to time.

1.2.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.2.6 Any words following the terms including, include, in particular, for example or any similar expressions shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. Where the context permits, other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2. BASIS OF AGREEMENT

2.1 These Support Services Terms and Conditions apply to the provision of the Services by CZHUB to the Customer as further described in the Support Services Application.

2.2 The Customer is deemed to have accepted these Support Services Terms and Conditions when it signs the Support Services Application or from the date of any performance of the Services (whichever happens earlier) and these Support Services Terms and Conditions and the signed Support Services Application are the entire agreement between CZHUB and the Customer relating to the provision of Services.

2.3 These Support Services Terms and Conditions apply to the Services to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on CZHUB's behalf.

3. SUPPLY OF SERVICES

3.1 CZHUB shall provide the Customer with the Support Services subscribed for by the Customer in the Support Services Application and any Add-on Services as may be agreed between CZHUB and the Customer from time to time.

3.2 CZHUB warrants that it shall exercise reasonable skill and care in its provision of the Services and reserves the right to make any changes to the Services without notice in order to comply with any applicable law or regulation.

3.3 In the event that the Services are not available for any reason, CZHUB shall not be liable for any loss incurred by the Customer as a result. CZHUB shall use its best endeavours to offer suitable alternatives or a full or partial refund (both of which are at the discretion of CZHUB).

3.4 The Customer accepts that the Agreement gives no right to any tenancy, interest, leasehold estate or other real property interest with respect to their right to enter and use the Business Hub.

4. THIRD PARTY PROVIDERS

The Customer acknowledges that, depending on the location of their chosen Business Hub, certain of the Support Services and the Add-On Services may be outsourced to a third party provider. In such cases, the Customer acknowledges that it may be requested to enter into a separate agreement with such third party provider to govern the provision of such services and these Support Services Terms and Conditions shall apply only to the extent relevant.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer represents and agrees:

- 5.1.1 to only use the Business Hub for ordinary professional use and obtain any necessary permissions, consents, approvals and licences and comply with all applicable law and regulation in order to carry on its business;
- 5.1.2 not to carry on any business which could be construed as illegal, defamatory, noisy, offensive, immoral, obscene or a nuisance under the laws of the UAE or in the reasonable opinion of CZHUB;
- 5.1.3 not to carry out any activities other than those permitted under their trade licence or company documents;
- 5.1.4 to allow only Representatives of the Customer entry into the Business Hub, other than with the prior written consent of CZHUB;
- 5.1.5 to co-operate with Creative Zone in all matters relating to the Services, including (but not limited to) complying with any house rules and policy of CZHUB (including opening and closing times and health and safety rules and notices);
- 5.1.6 to provide Creative Zone with all such information and materials as Creative Zone or a third party may reasonably require in order for Creative Zone to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 5.1.7 not to litter and to maintain the cleanliness of the Business Hub and ensure that all fixtures, fittings, equipment and facilities are kept in good condition;
- 5.1.8 not to keep personal belongings in the Business Hub whilst there are no Representatives present or install any permanent fixtures in the Business Hub;

- 5.1.9 not to remove any furnishings or equipment from the Business Hub;
- 5.1.10 not to smoke or consume alcohol at the Business Hub;
- 5.1.11 not to use the Business Hub for retail trading, display, assembly or packaging of any product or storage of any materials (goods, samples, files, folders, personal items) unless agreed by CZHUB;
- 5.1.12 not to use the Business Hub for any public or political meeting, public exhibition or public entertainment, show or spectacle or for similar without obtaining permission from the Competent Authority;
- 5.1.13 not to use the Business Hub for residential purposes or allow any Representative or other person to sleep in the Business Hub;
- 5.1.14 not to display any signboards, stickers, paintings, posters, drawings or other advertising in the Business Hub; and
- 5.1.15 not to bring into the Business Hub any combustible, explosive or dangerous substances, or any animals or pets of any kind.

6. BUSINESS HUB OPERATIONS

- 6.1 The Customer acknowledges that their rights to access and use the Business Hub shall be in accordance with the package subscribed for in the Support Services Application.
- 6.2 The Customer must book in advance any usage of the Business Hub.
- 6.3 The Customer acknowledges that:
 - 6.3.1 if they have a dedicated phone number from, a call forwarding charge is applicable;
 - 6.3.2 printing and photocopying is chargeable;
 - 6.3.3 should they wish to use the 'honesty bar', they will need to lodge a security and settle their bill daily;
 - 6.3.4 only hot beverages are complimentary (tea and coffee) and all other food and beverage items are chargeable;
 - 6.3.5 meeting rooms must be booked in one (1) hour slots and co-working space must be booked per day; no partial bookings will be accepted;
 - 6.3.6 the co-working space shall be reserved on a "per desk" basis (for example, if on the same day the Customer is occupying two desks, they will be required to pay for two days usage);
 - 6.3.7 desk space may not be shared and only one person is permitted to occupy one desk. If the Customer would like additional meeting room hours and/or co-working space days, they may approach the Business Hub and pay directly. Furthermore, desk usage at the co-working space is on a first-come first-served basis, and meeting rooms need to be booked in advance and are subject to availability. Unused meeting room hours or co-working space days cannot be rolled over to the following month;

- 6.3.8 unaccompanied children are not permitted within the Business Hub;
 - 6.3.9 the working hours of the Business Hub are Mondays to Fridays from 8:30 am to 5:30 pm, and the Customer shall be permitted only to use the relevant Business Centre during these hours. The Business Hub will be closed on UAE public holidays as well as Christmas day;
 - 6.3.10 any regular mail received will be kept for sixty (60) calendar days and will be discarded thereafter if not collected;
 - 6.3.11 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 twenty-one (21) calendar days if not collected;
 - 6.3.12 any reconnection of the telephone number once it has been disconnected is subject to a charge of AED 350;
 - 6.3.13 in respect of pay-per-usage reservations, cancellation of bookings within the 24 hours shall incur a 100% charge and within 48 hours shall incur a 50% charge;
 - 6.3.14 in respect of reservations made pursuant to the annual package, any unoccupied confirmed booking shall be credited against the annual usage entitlement.
- 6.4 Any use of the Business Hub shall include the provision of wireless internet, in respect of which the Customer agrees:
- 6.4.1 to only access websites which do not breach any telecom policies, directives and laws of the UAE. CZHUB reserves its rights to withdraw internet access to the Customer and its Representatives if there is any infringement or illegal use of the internet at the Business Hub; and
 - 6.4.2 CZHUB shall not be liable in any circumstances for any loss of data or losses incurred as a result of hacking, viruses or other security issues arising from use of the wireless internet at the Business Hub.
- 6.5 CZHUB has the right to take possession of, and destroy, any abandoned belongings left in the Business Hub.
- 6.6 The Customer agrees to report any damage to the Business Hub immediately upon discovery and agrees to pay to CZHUB on demand any compensation deemed reasonable by CZHUB in respect of any loss or damage to the Business Hub (including to furnishing and equipment) caused by a Representative of the Company.

7. FEES AND PAYMENT

- 7.1 The Customer shall pay to CZHUB:
- 7.1.1 the deposit and fees in the manner and in the amounts as set out in the Support Services Application or as may be stipulated by CZHUB in any rules or policies from time to time; and

- 7.1.2 any other amounts payable in accordance with the Agreement to CZHUB in connection with the Services immediately upon presentation of an invoice by CZHUB and no later than 30 days' of receipt of such invoice, unless otherwise stipulated by CZHUB.

- 7.2 Fees are not refundable or transferable in the event of early termination of the Agreement prior to the expiry of an annual term.
- 7.3 The Customer shall pay all fees and any other amounts payable to CZHUB in connection with the Agreement (a) without any set-off or deduction and free and clear of all taxes and (b) in a manner so that CZHUB shall receive full value in cleared funds.
- 7.4 The Customer acknowledges that if it does not pay the fees or any other amounts to CZHUB when due and payable, CZHUB will incur costs during the period such amounts remain outstanding and that CZHUB shall be entitled to charge the Customer a penalty of up to AED 100 per day for late payment.
- 7.5 The deposit may be used by CZHUB to cover any fees or payments due and payable under the Agreement which remain outstanding. Upon termination of the Agreement, CZHUB shall return the balance of the deposit to the Customer within 30 days.
- 7.6 In the event that part or all of the deposit is used by CZHUB during the term of the Agreement in accordance with paragraph 7.5, the Customer agrees to pay to CZHUB on demand an amount required to reinstate the fully amount of the deposit.

8. TERM AND TERMINATION

- 8.1 The Agreement shall be in force for a period of one year from the start date written on the Support Services Application.
- 8.2 The Agreement shall automatically renew annually for a renewed period of one year unless at least one month's prior written notice of termination is provided by either Party.
- 8.3 CZHUB shall be entitled to terminate the Agreement (and disconnect any telephone number subscribed for) immediately at any time by notice in writing to Customer if:
 - 8.3.1 the Customer's licence is terminated or not renewed;
 - 8.3.2 the Customer does not make a payment when due or is otherwise in breach of the Agreement or any applicable law or regulation which, if capable of being remedied, has not been remedied within two (2) days' written notice from CZHUB;
 - 8.3.3 the Customer is in breach of the Agreement or any or any applicable law or regulation which in the reasonable opinion of CZHUB is not capable of being remedied; or

- 8.3.4 in the reasonable opinion of CZHUB, the Customer's conduct or that of its Representatives or invitees is incompatible with ordinary professional office use of the Business Hub.
- 8.4 The Customer may terminate the Agreement at any time upon one month's written notice.
- 8.5 The Customer acknowledges that under no circumstances shall it be entitled to a refund of any annual fees upon termination of the Agreement, for whatever cause.
- 9. LIABILITY AND INDEMNITY**
- 9.1 CZHUB's liability under the Agreement shall be limited as set out in this paragraph 9.
- 9.2 To the maximum extent permitted by law, CZHUB shall not be liable to the Customer for any loss, damage or inconvenience which may be caused by reason of:
- 9.2.1 temporary interruption of services during periods of inspection or repair;
- 9.2.2 temporary breakdown of or defect in any services or equipment; or
- 9.2.3 any event beyond the reasonable control of CZHUB.
- 9.3 CZHUB shall not be responsible for the loss of the Customer's belongings.
- 9.4 The Customer shall bear all liability for any harm, loss and damage affecting the Business Hub or any person in the Business Hub arising as a result of misuse of equipment, negligence or failure to comply with safety and security procedures of the Customer or its Representatives.
- 9.5 The total amount of CZHUB's liability under the Agreement is limited to the amount of fees payable by the Customer in any 12 month period.
- 9.6 CZHUB shall not under any circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- 9.6.1 any loss of goodwill, profit, revenue, business, anticipated savings or damage to brand or reputation;
- 9.6.2 any loss that is an indirect or secondary consequence of any act or omission of that Party, including in respect of any act, omission, neglect, delay or default by any of CZHUB's employees or agents;
- 9.6.3 any losses arising directly or indirectly from the choice of Services and how they meet the Customer's requirements or the Customer's use of the Services or any goods supplied in connection with the Services; or
- 9.6.4 any losses arising directly or indirectly as a result of the actions of a third party provider that may provide services to the Customer in accordance with paragraph 4.
- 9.7 The Customer indemnifies and holds harmless CZHUB in respect of all liability, claims, damages, loss and expenses which may arise (except to the extent caused by CZHUB's gross negligence or wilful misconduct) in connection with:
- 9.7.1 any death or injury to the Customer, its Representatives or any other person;
- 9.7.2 any loss or damage to the property of Customer, its Representatives or any other person;
- 9.7.3 any loss or damage to any equipment, furnishings or other property caused by the Customer; and
- 9.7.4 any act, omission or default of any third party.
- 10. INTELLECTUAL PROPERTY**
- CZHUB reserves all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. CZHUB reserves the right to take appropriate action to restrain or prevent the infringement of such intellectual property rights.
- 11. COMPETITION**
- The Customer may not carry out any activities that compete with the business of CZHUB.
- 12. MISCELLANEOUS**
- 12.1 The Parties shall promptly execute and deliver such documents, perform such acts and do such things as may be reasonably required from time to time for the purpose of giving full effect to the Agreement.
- 12.2 Each Party warrants and represents that it has the right, power and authority to enter into the Agreement, and it has taken all necessary action to execute and deliver, and to exercise its rights and perform its obligations under, the Agreement.
- 12.3 The Customer acknowledges that in entering into the Agreement, it has not relied on, and shall have no rights or remedies in respect of, any statement, representation, assurance or warranty (howsoever made) that is not set out in the Agreement.
- 12.4 Any notice or other communication required by the Agreement to be given by either Party to the other shall be given by hand or sent by registered post to the other Party's office address, unless otherwise agreed in writing.
- 12.5 The Customer agrees to provide CZHUB with any changes or additions to their contact details by written notification, to be delivered by hand in person or by recorded post.
- 12.6 The Agreement shall not be assigned or transferred (nor the performance of any obligations hereunder sub-contracted) by the Customer, except with the prior written consent of CZHUB.
- 12.7 No variation of the Agreement shall be effective unless it is in writing and signed by the Parties.
- 12.8 The failure to exercise or delay in exercising a right or remedy under the Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under the Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in the Agreement are cumulative and not exclusive of any rights or remedies provided by law.

12.9 If, at any time, any provision of the Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

12.10 The Agreement has been negotiated and drafted in the English language. If reference to an Arabic translation is required, any ambiguity in the Arabic text or any disagreement concerning the Arabic text shall be resolved by reference to the English text.

12.11 All dates and periods of time referred to in the Agreement shall be construed in accordance with the Gregorian calendar.

13. GOVERNING LAW AND JURISDICTION

13.1 These Support Services Terms and Conditions and the Agreement shall be governed by and construed in accordance with the laws of Dubai International Financial Centre (DIFC).

13.2 Any dispute arising out of or in connection with these Support Services Terms and Conditions and the Agreement, including any question regarding their existence, validity or termination, shall be subject to the exclusive jurisdiction of the courts of DIFC.

