

LEASE AGREEMENT SHARED DESK

AGREEMENT DETAILS

Effective Date	11/04/2023
Company	EA Consulting and Trading Company L.L.C-FZ
License Number	2307621.01
Registered Address	Business Center 1, M Floor, The Meydan Hotel, Nad Al Sheba, Dubai, U.A.E
Email Address	nikhilnambiar@gmail.com
Commencement Date	11/04/2023
Expiry Date	10/04/2024
Fees	AED 375
Deposit	AED 0.00

1. DEFINITIONS

In this **Agreement**, the following capitalised terms shall have the meanings ascribed to them. Other capitalised terms shall have the meanings ascribed to them in the **AGREEMENT DETAILS**.

AED means United Arab Emirati Dirhams;

Authority means the authority of Meydan City Corporation established in the Emirate of Dubai pursuant to Decree No. 5 of 2009 establishing the Meydan City Corporation; City means the Meydan City;

Free Zone used interchangeably to mean Meydan City Corporation or Meydan – Free Zone **Competent**

Authority means any UAE or Emirate of Dubai governmental, judicial or regulatory authority;

Agreement means this **Lease Agreement** including Terms, Conditions, as it may be varied from time to time pursuant to the terms of clause 14;

Parties means collectively the **Free Zone** and the **Company** and where the context requires their respective successors and assigns;

Regulations means the prevailing regulatory instruments promulgated by the Authority;

Representatives means all the **Company's** investors, directors, managers, employees, visitors, and/or affiliated members using the facility;

Shared Desk means the workspace and wireless internet facilities detailed and identified in

AGREEMENT DETAILS and provided by the **Free Zone** to the **Company**;

UAE means the United Arab Emirates.

2. AGREEMENT

1. This **Agreement** is made between the **Free Zone** and the **Company** on the **Effective Date**.
2. In consideration of the **Fees**, the **Free Zone** shall provide the **Shared Desk** to the **Company** from the **Commencement Date** until the **Expiry Date**.
3. The **Company** warrants that it has read and accepted the **Agreement** and shall procure that the **Representatives** shall read and adhere to the **Agreement**.

Approved for and on behalf of the **Free Zone** by its authorised representative

Approved for and on behalf of the **Company** by its authorised representative



[04.01.2307621.01]

Issued under the Meydan - Free Zone regulations. This is an approved electronic document, issued without signature. To verify this document kindly scan the QR code.

تم إصدار هذه الوثيقة طبقاً لقوانين ميدان - المنطقة الحرة. وثيقة معتمدة وموافق عليها إلكترونياً دون الحاجة إلى توقيع. للتحقق من صحة هذه الوثيقة يرجى مسح رمز الاستجابة السريعة.

TERMS AND CONDITIONS

1. Fees

- 1.1. **The Company** shall pay to the Free Zone:
 - 1.1.1. The **Fees** in the manner and in the amounts as set out in the Agreement or as may be stipulated by Meydan – Free Zone from time to time; and
 - 1.1.2. Any other amounts payable to the **Free Zone** in connection with the **Shared Desk** immediately upon presentation of an invoice by Meydan – Free Zone and no later than thirty (30) days upon receipt of any such invoice, unless otherwise stipulated by the Free Zone.
- 1.2. The **Fees** are not refundable or transferable in the event of termination of the **Agreement** prior to **Expiry Date**.
- 1.3. **The Company** shall pay Fees and any other amounts payable to the Free Zone in connection with the Shared Desk (a) without any setoff or deduction and free and clear of all taxes and (b) in a manner so that the Free Zone shall receive full value in cleared funds.

2. Late Payments

- 2.1. **The Company** acknowledges that if it does not pay the **Fees** or any other amounts due and payable to the **Free Zone** when due, the **Free Zone** will incur costs during the period such amounts remain outstanding and that the Free Zone shall be entitled to charge the Company a penalty of up to AED 100 per day.

3. License

- 3.1. To access and use the **Shared Desk**, the **Company** must hold and maintain a valid license. The **Company** agrees that it shall at all times hold a valid license and promptly notify the Free Zone upon the termination or suspension of its license.
- 3.2. The **Company** acknowledges that its activities in respect of the **Shared Desk** shall be in accordance with the activities specified in its license.

4. Use of Shared Desk

- 4.1. The **Company** shall be entitled to use the facility for a maximum of four (4) hours per month.
- 4.2. The **Company** is required to pre-book usage of the **Shared Desk** with the **Free Zone**.
- 4.3. Unoccupied bookings shall be counted towards hours of usage.
- 4.4. The usage of any fraction of an hour will be considered as one hour.
- 4.5. Unused hours cannot be carried forward to other months.
- 4.6. The **Company's** rights to access and use the **Shared Desk** shall be in accordance with the type of the **Shared Desk** specified in the **Agreement**.
- 4.7. The **Shared Desk** may be for use in common with other users.
- 4.8. The use of the **Shared Desk** shall include only the use of a workstation and wireless internet access.
 - 4.8.1. The **Company** shall only access websites which do not breach the telecom policies,

directives and laws of the UAE. The Free Zone may withhold internet access to the **Company** and the **Representatives** if there is any infringement or illegal use of the wireless internet facility.

- 4.8.2. The **Free Zone** will not be responsible or bear any liability for any data loss, hacking, protection or security arising out of the use of the Shared Desk wireless network.
- 4.9. Only the **Representatives** shall be permitted to access and use the **Shared Desk**. The **Company** hereby undertakes and warrants that no person other than a **Representative** shall be given access to use the **Shared Desk** without the prior written consent of the Free Zone.
- 4.10. The **Free Zone** (in its discretion) may restrict or suspend the **Company's** access to any of the **Shared Desk** (without liability or compensation) in the event of the **Company's** breach or non observance of the **Agreement**.
- 4.11. Each location providing the **Shared Desk** may specify its own "house rules" which the Company shall observe. The house rules may include, without limitation, matters such as opening and service hours.
- 4.12. Each location providing the **Shared Desk** may provide additional services which the Company may (subject to availability) purchase (by direct payment or credits) according to the terms specified by the **Free Zone**.
- 4.13. The **Free Zone** has the right to take possession and destroy any abandoned belongings in the **Shared Desk** or the location providing the **Shared Desk**.
- 4.14. **The Company** shall:
 - 4.14.1. Only use the **Shared Desk** for ordinary professional office use;
 - 4.14.2. Observe all health and safety rules and notices at the locations providing the **Shared Desk**;
 - 4.14.3. Be responsible for maintaining the cleanliness of the facility; and
 - 4.14.4. Ensure that the Shared Desk is in good condition at all times.
- 4.15. **The Company** shall not:
 - 4.15.1. Keep personal belongings in the **Shared Desk** or the locations providing the **Shared Desk** after usage, or install any permanent fixtures in the **Shared Desk** or the locations providing the **Shared Desk**;
 - 4.15.2. Litter or cause any damage to the locations providing the **Shared Desk** (including any furnishings and equipment);
 - 4.15.3. Remove any furnishings or equipment from the locations providing the **Shared Desk**;
 - 4.15.4. Smoke or consume alcohol within the locations providing the **Shared Desk**;
 - 4.15.5. Use the **Shared Desk** or any locations providing the **Shared Desk** in a manner

contrary to any **Regulations** or laws of the City, the Emirate of Dubai and the UAE;

- 4.15.6. Use the **Shared Desk** for activities other than the activities specified in its license;
- 4.15.7. Use the **Shared Desk** for any purpose which is noisy, offensive, dangerous, illegal, immoral or a nuisance or causes damage or disturbance to the **Free Zone** or any other user of the **Shared Desk**;
- 4.15.8. Use the **Shared Desk** for retail trading, display, assembly or packaging of any product or storage of any materials (goods, samples, files, folders, personal items);
- 4.15.9. Use the **Shared Desk** for any public or political meeting, public exhibition or public entertainment, show or spectacle or for similar;
- 4.15.10. Use the **Shared Desk** for residential purposes or allow any person to sleep in the locations providing the **Shared Desk**;
- 4.15.11. Use the **Shared Desk** for residential purposes or allow any person to sleep in the locations providing the **Shared Desk**;
- 4.15.12. Bring into the locations providing the **Shared Desk** any (a) combustible, explosive or dangerous substances (b) animals or pets of any kind;
- 4.16. The **Company** shall pay to the **Free Zone** on demand compensation in respect of any damage or loss caused by the **Company** to locations providing the **Shared Desk** (including any furnishings and equipment) and to report any such damage or loss to the **Free Zone** within two (2) days.
- 4.17. The **Free Zone** may inspect any part of the locations providing the **Shared Desk** at any time and without prior notice.
- 4.18. The **Free Zone** shall not be liable for the loss of any of the **Company's** possessions that may be lost or stolen at the locations providing the **Shared Desk** and the **Company** shall solely be responsible for adopting any such measures as it deems appropriate (such as obtaining insurance).
- 4.19. The **Free Zone** shall not be liable for any loss of data due to the use of the network or technology facilities at the **Shared Desk** and the **Company** shall solely be responsible for adopting such measures as it deems appropriate (such as backing up its data).
- 4.20. The **Free Zone** does not make any representations as to the security of the network or technology facilities at the **Shared Desk** and the **Company** shall solely be responsible for adopting such measures as it deems appropriate (such as encryption).

5. Renewal

- 5.1 This **Agreement** shall renew automatically upon the renewal of the **Company's** license, unless the **Company** notifies the **Free Zone** in writing of such intention not to renew this **Agreement** one month prior to the expiry of this **Agreement**.

- 5.2. Any renewal of this **Agreement** shall be at the discretion of the **Free Zone** and subject to the **Regulations**.

6. Termination

- 6.1. The **Company** may terminate the **Agreement** at any time by serving one month's written notice on the **Free Zone**. All rights accrued by the **Free Zone** up to the termination date shall remain in full force and affect, including the **Free Zone's** right to retain the Fees in accordance with clause 1.2.
- 6.2. The **Free Zone** may terminate the **Agreement** immediately at any time by notice in writing to the **Company** if:
 - 6.2.1. The **Company's** licence is terminated or not renewed;
 - 6.2.2. The **Company** is in breach of the **Agreement** or any of the **Regulations** or laws of the City, the Emirate of Dubai and the UAE which, if capable of being remedied, has not been remedied within fourteen (14) days' written notice from the **Free Zone**;
 - 6.2.3. The **Company** is in breach of the **Agreement** or any of the **Regulations** or laws of the City, the Emirate of Dubai and the UAE which in the reasonable opinion of the **Free Zone** is not capable of being remedied; or
 - 6.2.4. In the reasonable opinion of the **Free Zone**, the **Company's** conduct or that of its invitees is incompatible with ordinary professional office use of the **Shared Desk**.

7. Amendment

- 7.1. The **Free Zone** reserves the right to amend these **Terms and Conditions** and any house rules from time to time (in its sole discretion).

8. Confidentiality

- 8.1. The terms of the **Agreement** are confidential and neither the **Free Zone** nor the **Company** shall disclose its terms without the other's consent, except to its own professional advisors (under the same obligation of confidentiality) or as may be required by law or by a **Competent Authority**.

9. Representation

- 9.1. This **Agreement** and any appendices referred to or incorporated in it constitutes the entire agreement between the **Parties** and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 9.2. The **Company** acknowledges that in entering into this **Agreement**, it does not rely on, and shall have no rights or remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this **Agreement**.

10. Severance

- 10.1. If any provision or part provision of this **Agreement** shall be or becomes invalid, illegal or unenforceable, it shall be deemed modified in accordance with the **Regulations** and the laws of the City, the Emirate of

Dubai and the UAE to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this **Agreement**.

11. Deposit

11.1. Where the **Parties** have agreed that a **Deposit** will be paid by the **Company**, the **Company** shall replenish such **Deposit** on demand in the event that the **Free Zone** makes any deductions due to the acts, omissions or defaults of the **Company**.

12. Exemption from liability

12.1. To the extent the law allows, the **Free Zone** shall not be liable to the **Company** for any loss, damage or inconvenience, which may be caused by reason of (a) temporary interruption of services during periods of inspection or repair (b) temporary breakdown of or defect in any services or equipment or (c) events beyond the reasonable control of the **Free Zone**.

12.2. The **Free Zone** shall not be responsible for the loss of the **Company's** belongings.

12.3. The **Company** shall bear all the harms, losses, and damages by which the facility may be affected, any person or any of the **Authority's** properties as a result of misuse or negligence in using the safety and security procedures and the **Company** shall compensate the **Free Zone** for the damages it was exposed to.

13. Indemnity

13.1. The **Company** indemnifies and holds harmless the **Free Zone** in respect of all liability, claims, damages, loss and expenses which may arise (except to the extent caused by the **Free Zone's** gross negligence or wilful misconduct) in connection with:

13.1.1. Any death or injury to the **Company** or its personnel;

13.1.2. Any loss or damage to the property of the **Company** or its personnel; and

13.1.3. By reason of the act, omission or default of any third party.

14. Variation and Waiver

14.1. No variation of this **Agreement** shall be effective unless it is in writing and signed by the **Parties** (or their authorised representatives).

14.2. A waiver by the **Free Zone** of any right or remedy under this **Agreement** or by law is only effective if it is given in writing. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

14.3. A failure or delay by the **Free Zone** to exercise any right or remedy provided under this **Agreement** or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this **Agreement** or by law shall prevent or restrict the further exercise of that or any other right or remedy.

15. Rights and Remedies

15.1. Except as expressly provided in this **Agreement**, the rights and remedies under this **Agreement** are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Status of the Agreement

16.1. In the event of any inconsistency or contradiction between any of the provisions of this **Agreement** and the Regulations, the Regulations shall prevail as between the **Parties**.

17. Nature of the Agreement

17.1. The **Shared Desk** (including any furnishings and equipment) is and remain as the **Free Zone** property and in the **Free Zone** possession throughout the **Agreement**.

17.2. The **Agreement** does not create any tenancy interest, lease or property interest in favour of the **Company**.

18. Notices

18.1. A notice given to a party under or in connection with this **Agreement**:

18.1.1. Shall be in writing and in English;

18.1.2. Shall be signed by or on behalf of the party giving it;

18.1.3. Shall be:

18.1.3.1. Delivered by hand; or

18.1.3.2. By e-mail; or

18.1.3.3. Sent by airmail or by reputable international overnight courier (if the notice is to be served by post to an address outside the country from which it is sent); and

18.1.4. Is deemed received as set out in clause 18.4.

18.2. The addresses for service of notices are as detailed in **Agreement Details**.

18.3. A party may change its details for service of notices as specified in clause 18.2 by giving notice in writing to the other party. Any change notified pursuant to this clause shall take effect at 9.00 am on the later of:

18.3.1. the date (if any) specified in the notice as the effective date for the change; or

18.3.2. five (5) business days after deemed receipt of the notice of change.

18.4. Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause 18 have been satisfied):

18.4.1. If delivered by hand, on signature of a delivery receipt;

18.4.2. If delivered by e-mail, at the time the e-mail was received in the recipient's e-mail inbox;

18.4.3. If sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt.

18.5. This clause 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. Governing law and forum

19.1. This **Agreement** shall be governed by and construed in accordance with the Regulations in force from time to time in the City and the Emirate of Dubai and the federal laws of the United Arab Emirates so far as they apply.

19.2. Any dispute or differences between **Parties** arising out of the **Agreement** shall be submitted to Dubai Courts who shall have exclusive jurisdiction.