

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully before making an Application to, or using the Services provided by IFZA Dubai. Capitalised words and expressions used in these Terms and Conditions have the meanings set out in the last section below.

Your access and use of the Services are subject to your acceptance of and compliance with these Terms and Conditions.

1. We may collect and process your Information when you make an enquiry with us or fill out an Application. Your Information will be held by us in compliance with the UAE's data protection laws. In addition to the disclosure mentioned in Clause 4 below, we may disclose your Information to third parties in response to a legal request, such as a court order or lawful demand by a UAE government authority, to report illegal activity, or to enforce our rights or defend claims.
2. You are obliged to disclose to us all relevant Information. This includes UBO information in compliance with the AML Regulations. You are also obliged to update us on any change to UBO information. This applies whether you incorporate an FZCO or register a Branch Office.
3. We may ask you, in our discretion, to provide such further information, in any such form or content, as we require.
4. When you make an Application, a security check via the UAE Authorities is conducted on each proposed natural person shareholder, each director and the general manager. We will supply the UAE Authorities with all relevant Information about you that we have collected. Our acceptance of any persons in these roles, and the Application itself, is subject to this check being approved.
5. An Application may be rejected at the discretion of the relevant authorities. Where an Application is rejected by the relevant authorities due to a security check issue concerning a natural person shareholder, director or general manager, and you decide to then not proceed the Application, we are under no obligation to refund any amounts you have paid for the Application.
6. If your Application is approved, you will receive your incorporation or registration documentation via email for electronic signature. You must check your Application carefully including, without limitation, the activities that have been approved for your Licence. It is your responsibility to check the terms of issue of the Licence including the activities. Your electronic signature on the incorporation or registration documentation is deemed to constitute your acknowledgement and consent to all particulars of the Application including the activities on your Licence. As a precautionary policy under the AML Regulations, we will generally not permit any share transfers in an FZCO within the first three (3) months following initial registration and licensing. We may approve, in our discretion, exceptions to this policy on a case by case basis where there are exceptional circumstances.
7. We will provide an invoice for the cost of the Application. In compliance with our obligations under the AML Regulations, we only accept payment for the invoice directly from the person named as the addressee on the invoice. Payment of invoices by persons other than the person named as the addressee on the invoice must be approved by us in advance of payment being made. Our approval for payment of an invoice by persons other than the person named as the addressee on the invoice is entirely at our discretion.
8. We do not follow the company naming protocols administered by the Dubai Economy and Trade Department (**DET Name Protocols**). Accordingly, as a standard procedure when processing a registration to incorporate an FZCO, IFZA does not obtain company name approval under the DET Name Protocols. If you wish to obtain DET Name Protocols approval for your chosen name IFZA can, as an exception, obtain approval under the DET Name Protocols.
9. If you incorporate an FZCO, you must have Memorandum and Articles of Association. You may choose in the incorporation resolution you sign to form the FZCO to adopt the standard

Memorandum and Articles of Association. If you choose to draft your own Memorandum and Articles of Association or modify our standard Memorandum and Articles of Association, you are responsible for ensuring that these conform to Free Zone Regulation.

10. In operating your Business, you must comply with all Laws including, without limitation, the EST Regulations and the VARA Regulations.
11. The activities of your Business are limited to the activities listed on your Licence. If you wish to change or expand the scope of your Business, you must change or add to the activities on your Licence.
12. Certain Licence activities may require the approval or consent of other regulatory authorities. IFZA Dubai may grant you a Licence with activities that require the approval or consent of other regulatory authorities on a provisional basis for a specified period, subject to you obtaining such required approval or consent of other regulatory authorities within that specified period. If you do not then obtain such required approval or consent of other regulatory authorities within that specified period, your Licence will be cancelled, unless you have changed the activities on your Licence, at your cost, to other approved activities prior to the end of the specified period.
13. You must renew your Licence on or before its renewal date. If you do not renew your Licence by the renewal date you may be subject to financial fines or penalties, suspension and even cancellation of your Licence. In order for your Licence to be renewed, you must pay any due financial fines or penalties in addition to the Licence fee.
14. Operating your Business from a free zone is different from operating a business in the UAE mainland. You are responsible to ensure that your Business operations comply with all applicable Law including, without limitation, all applicable Law in relation to the import and export of goods and services.
15. Where you employ people for your Business to work in the UAE, those people are employed subject to the Labour Law and Free Zone Regulation. You are responsible for ensuring that the terms and conditions of their employment comply with the Labour Law and Free Zone Regulation including any Visa or work permit requirements. You are responsible for any fines, penalties or other sanctions relating to any non-compliance with Law relating to employment.
16. If you wish to close down your Business, you are required to comply with Free Zone Regulation and other applicable Law with respect to cancelling your Licence and, where you operate your Business through an FZCO, formally liquidating that FZCO. You are responsible to pay all costs and fees required. Simply not renewing your Licence is not sufficient to close down your Business. (See Clause 12 above)
17. Issuance of any Visa is subject to Free Zone Regulation and the UAE immigration authorities. Policies in relation to Visa issuance are subject to change from time to time in line with Free Zone Regulation and the UAE immigration authorities. Approval of an Application does not mean that a Visa will be approved for any particular person.
18. In order to apply for a Visa, you must first register for an Establishment Card. The costs for this are in addition to any amounts you have paid to establish your Business. You must renew your Registration annually for the Establishment Card. If you do not renew your Establishment Card by the renewal date, you may be subject to financial fines or penalties and you will be unable to apply for any further Visas.
19. The number of Visas available under your Licence depends on the category of Licence you select in your Application. If you wish to increase the number of Visas available to you, you will need to upgrade your Licence category. In addition, higher levels of Visa entitlement may also require you to lease physical office space in IFZA Dubai.
20. To maintain the validity of a Visa, you must maintain your Licence. If you do not maintain your Licence, any Visa(s) issued under your Licence may be cancelled and/or the Visa holder may not be able to renew the Visa or obtain another Visa. Further, the Visa holder may be liable for fines



and penalties.

21. You are responsible for any fines, penalties or other sanctions applied under Free Zone Regulation or by the UAE immigration authorities in relation to any person who has obtained a Visa through your Business.
22. The following words and expressions used in these Terms and Conditions have the meanings as set out below:

AML Regulations means UAE Cabinet Decision No. (10) of 2019 Concerning the Implementing Regulation of Decree Law No.20 of 2018 on Anti-Money Laundering and Combating the Financing of Terrorism and Illegal Organisations.

Application means an application, including any enquiries pertaining to making an application, to register a Business with IFZA Dubai.

Branch Office means a branch office of a foreign company registered in IFZA Dubai under Free Zone Regulation.

Business means the specific economic activity carried out by an FZCO or Branch Office under the terms of its Licence.

Establishment Card means the identity card issued for your Business through the Emirate of Dubai to enable your Business to obtain Visas and utility services (e.g. telecommunications and power and water utilities) and bank accounts.

EST Regulations means UAE Cabinet of Ministers Resolution No.31 of 2019 Concerning Economic Substance Regulations.

Free Zone Regulation means the applicable rules and regulations in the Dubai integrated Economic Zones including, without limitation, the 2023 Implementing Regulation for Free Zone Companies issued pursuant to Law No. (16) of 2021 Regarding Establishing Dubai Integrated Economic Zones Authority..

FZCO means a free zone limited liability company incorporated and licensed in IFZA Dubai under Free Zone Regulation.

IFZA Dubai means the International Free Zone Authority area within Dubai Silicon Oasis, Dubai.

Immigration Law means UAE Federal Law No. 6 of 1973 as amended by UAE Federal Law No.13 of 1996 and regulations and orders issued thereunder.

Information means any and all information, data or identifying information, including personal data, provided by or on behalf of an applicant.

Labour Law means UAE Federal Law No.8 of 1980 as amended.

Law means all applicable laws and regulations of the UAE and the Emirate of Dubai. **Licence**

means a Licence issued to an FZCO or Branch Office under Free Zone Regulation.

Memorandum and Articles of Association means the memorandum and articles of association of an

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Services means the services provided by IFZA Dubai howsoever occasioned and includes the processing of an Application by IFZA Dubai any use of the IFZA Dubai website or mobile app.

Terms and Conditions means these terms and conditions as the same may be modified or amended from time to time by IFZA Dubai.

UAE means the United Arab Emirates.

UBO means ultimate beneficial ownership as that term is used in the AML regulations.
Visa means a residence visa and, if applicable, employment visa as issued under the Immigration Law.

VARA Regulations means Dubai Law 4 of 2022 Regulating Virtual Assets in the Emirate of Dubai.

Visa(s) means a residence and employment visa issued under the Immigration Law.

Visa Entitlement means the number of Visas that may be issued under a Licence.

we, us or our refers to IFZA Dubai.

you or your refers to any person making an application to or otherwise using the services of IFZA Dubai and includes persons acting on behalf of an applicant, as well as the applicant itself.