



مركز دبي التجاري العالمي
DUBAI WORLD TRADE CENTRE

WORKSPACE SERVICES AGREEMENT - FACILITIES CENTRE

Premises	17.02 - EO 21 - SRT	Building	Sheikh Rashid Tower located on the Plot No. 3360301, DM Building Number 14 in the Dubai World Trade Center Complex, Sheikh Zayed Road, Dubai
Commencement Date	25/07/2022	Expiry Date	24/07/2025

Provider:	Dubai World Trade Centre LLC		
Address:	Sheikh Zayed Road P.O. Box 9292, Dubai, United Arab Emirates		
Contact No.	800-Dwtc	Email Address	contracts.admin@dwtc.com

Client:	Fast Trade FZCO		
Address:	Floor no. 17, Premises - 17.02 - EO 21 - SRT, Sheikh Rashid Tower		
Contact No.	+971-545814626 +971-522910745	Email Address	nt@asktrident.com shamim197690@yahoo.com

Service Fee:	AED 30500
Service Fee Inclusions	<ul style="list-style-type: none">• House Keeping Services• Wi-fi Services• Table, Chair

Additional Remarks:	<p>The Workspace Services Standard Agreement Terms and Conditions shall be an integral part of the Particulars and you hereby agree to have read, understood and be bound by the Workspace Services Agreement Particulars and the Standard Terms and Conditions which together constitute the Agreement.</p> <p>This document is system generated and does not require either Parties signature or stamp in order to be considered valid</p>
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WORKSPACE SERVICES STANDARD TERMS AND CONDITIONS

These terms and conditions are expressly incorporated into and shall be read as an integral part of the Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 In addition to terms defined in the Particulars, unless the context otherwise requires the following expressions will have the following meanings:

- a. Applicable Laws means the laws and regulations of the Emirate of Dubai and Federal Laws of the United Arab Emirates as are applicable to the Parties and to this Agreement from time to time
- b. Agreement means the Workspace Services Agreement Particulars and these Workspace Services Standard Terms and Conditions
- c. Commencement Date has the meaning given to it in the Particular
- d. Client means the Party identified in the Particulars
- e. Dubai World Trade Centre Authority (DWTCA) means the Dubai World Trade Centre Authority (established through the decree no. 9 of 2015) having governance over the DWTCA Free Zone and such other sub-developments as may be created within the DWTCA Free Zone from time to time;
- f. DWTCA Free Zone means the free zone of DWTC;
- g. DWTC Free Zone License means a license issued by DWTCA free zone to operate within the DWTC Free Zone
- h. Expiry Date means the expiry date set out in the Particulars;
- i. Force Majeure Event means such event or circumstance arising directly or indirectly due to the occurrence of any unforeseeable event beyond the reasonable control of either Party, including but not limited to fire, flood, earthquake, elements of nature, riots, civil disorders, rebellions, strikes, blockades, economic sanctions, acts of terrorism or other act of God;
- j. Service Fee means the fee identified in the Particulars (as may be amended from time to time) to be paid by the Client to the Service Provider for provision of the use of the Workspace Area;
- k. Network Connectivity Services means internet communications access;
- l. Particulars mean the particulars on page 1 of the Agreement;
- m. Parties means the Service Provider and the Client, with each being a Party;
- n. Premises means the premises identified in the Particulars;
- o. Service Provider means the Party identified in the Particulars
- p. 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 the Facilities Centre including but not limited to DWTCA, Dubai Municipality, the Dubai Electricity and Water Authority, and Dubai Roads and

- q. Rules and Regulations means all rules and regulations which are applicable in the DWTCA Free Zone, as may be amended from time to time;
- r. Term means the term of this Agreement which commences on the Commencement Date, and unless terminated earlier, expires on the Expiry Date;
- s. UAE means the United Arab Emirates; and
- t. VAT means any form of goods and services tax levied in the UAE or Dubai from time to time.

1.2 All dates referred to in this Agreement are by reference to the Gregorian calendar and any reference to 'days' shall mean calendar days.

2. TERMS OF USE

2.1 In consideration of the payment by the Client of the Service Fee to the Service Provider, the Service Provider will provide the Client access to and use of the Premises for the Permitted Use during the Term.

2.2 Use of the Premises shall be subject to the Client conforming to and abiding by this Agreement and all relevant DWTCA Rules and Regulations.

2.3 The Client acknowledges and agrees that:

- a. the use of the Premises is personal to the Client and shall not apply to any of its nominees, assigns, successors or successors-in-title.
- b. any rights granted pursuant to this Agreement do not constitute a tenancy right and therefore shall not be subject to any applicable tenancy laws in Dubai; and
- c. possession and control of the Premises shall at all times remain vested in the Service Provider and the Client shall not have any ownership rights or interest in any part(s) of Premises

3. NETWORK CONNECTIVITY SERVICE

3.1 The Client may avail Network Connectivity Services available in the Facilities Centre subject to the following terms and conditions:

- a. the Service Provider will not provide any computer or telephone equipment to the Client, allocation of telephone numbers or telephone usage charges, including but not limited to any individual telephone lines or any other related equipment whatsoever;
- b. the Client shall only access websites that do not breach the policies of any telecommunications services Service Provider, any Relevant Authority, the Service Provider or any Law;
- c. the Service Provider may withhold internet access to the Client and or terminate this Agreement with immediate effect if there is any infringement or illegal usage by the Client in breach of this Clause 4;
- d. the Service Provider shall not be liable for any loss caused as a result of the Client's use of the Service Provider's Network Connectivity Service including, but not limited to, any data loss

the Dubai Electricity and Water Authority, and Dubai Roads and Transport Authority;

- e. the Client shall not be permitted to modify or install any network points.

4. OBLIGATIONS OF THE CLIENT

4.1 The Client undertakes and agrees that:

- a. the Premises will be used only for the activities permitted in accordance with the Rules and Regulations;
- b. the Client shall notify the Service Provider immediately of any damage caused by the Client or the Client's employees, agents, appointees or visitors to the Premises or anything therein;
- c. the Client shall be liable for all damage caused by the Client and the Client's employees, agents, appointees and visitors to the Premises and shall indemnify and hold harmless the Service Provider and DWTCA from any and all losses including any expenses, costs, claims, damages or penalties suffered by any party in connection with such damage;
- d. the Client shall not install any fixtures or fittings in the Premises without prior written approval of the Service Provider ;
- e. unless otherwise agreed by the Service Provider, only one authorized individual(s) may use the Premises provided under this Agreement at any given time;
- f. the Client shall not carry on any business which could be construed by the Service Provider or Relevant Authorities as illegal, defamatory, immoral, obscene or in contravention to the Applicable Laws and will not use the Premises (whether directly or indirectly) for any such purpose;
- g. all authorized Client employees wishing to use the Premises must be nominated representatives under the Client's DWTCA Free Zone License, and any complaints in connection with such use must be reported to the Service Provider's administration team immediately;
- h. the Service Provider reserves the right at any time to modify the Premises, and/or the additional services and to impose new or additional terms or conditions on the Client's use of the Premises or additional services and the Client will cooperate where necessary to assist in the implementation of such changes.
- i. It shall keep the Premises clean, tidy and clear of any rubbish.
- j. It shall not display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Premises without the prior written consent of the Service Provider;
- k. It shall not cause or permit to cause any damage to the Premises or any neighboring property;
- l. the Client shall not do anything that will or might vitiate in whole or part any insurance effected by the Service Provider in respect of the Premises from time to time;
- m. the Client shall make all payments due under this Agreement to the Service Provider in a timely manner and in full and cleared funds, without any set-off or deduction whatsoever; and
- n. The Client shall maintain its business license valid throughout the Term and to notify the Service Provider of any changes

connectivity service including, but not limited to, any data loss, hacking or security issues; and

5.1 Unless otherwise agreed by the Parties, on or prior to the Commencement Date, the Client shall pay the Service Fee and any other fees or charges referred to in this Agreement to the Service Provider online in advance through the payment portal of the Service Provider or by way of bank transfer, in full and without deductions or set-off whatsoever. Payments will only be deemed to have been made upon receipt by the Service Provider of full and cleared funds.

5.2 Any fee payable by the Client for any additional services shall, unless otherwise agreed by the Parties, be settled by the Client through the online portal from DWTCA or via bank transfer prior to provision of that Optional Service or desk usage or as otherwise agreed.

5.3 In the event that the Client fails to make payment to the Service Provider of any sums due under this Agreement in a timely manner, the Service Provider may, in its sole discretion, suspend the delivery of the Facilities Centre Services and/or any additional services and may exclude the Client from enjoying access to the Facilities Centre and any benefits arising from this Agreement, until all outstanding sums are duly paid to the Service Provider.

6. INDEMNITY

6.1 The Client hereby releases the Service Provider from all damages, liability or costs arising from:

- a. any damage to any of the Client's or other invitee's property within the Facilities Centre, (unless directly caused due to the negligence of the Service Provider or its employees);
- b. anything that the Service Provider is permitted or required to do under this Agreement;
- c. utilities or other services not being available, being interrupted or not working properly;
- d. any evacuation from the Facilities Centre because of any emergency drill, fire or bomb threat or other similar cause;
- e. any strike, riot, civil disturbance or accident; and
- f. the effect or any laws or requirements of any Relevant Authority.

6.2 The Client shall be liable for and shall indemnify the Service Provider against any liability or loss, costs or damages suffered or incurred by the Service Provider due to:

- a. any act or omission of the Client in relation to the Agreement during the Term;
- b. any damage to the Facilities Centre during the Term (except by reason of Force Majeure Event); and
- c. any injury to or the death of any person caused or contributed to by the Client.

6.3 The Client further indemnifies and holds the Service Provider harmless from any claim for loss or damage made by any party for nuisance, personal injury, illness or loss arising out of the Client's use of the Facilities Centre, or any other breach of

5. PAYMENT

6.4 The indemnities granted by the Client under this Agreement are irrevocable and will continue despite conclusion or termination of this Agreement.

7. ACCESS

7.1 The Client acknowledges that:

- a. the Service Provider shall have the right to provide the Client alternate access to the Facilities Centre, when certain works are occurring or due to any other unavoidable circumstances; and
- b. the Service Provider shall not be liable of any inconvenience, damage or loss arising therefrom.

8. INSURANCE

8.1 It shall be the sole responsibility of the Client to ensure all the personal belongings of the Client, within the Premises are properly and adequately insured against loss, theft or damage.

8.2 The Client will affect and maintain at its own cost:

- a. all risks insurance in relation to the contents of the Premises, for an amount Equivalent to replacement cost of the contents of the Premises; and
- b. third party liability insurance for an amount that is not less than the amount of AED 1,000,000 for any single occurrence, that also names the Landlord as a joint insured.

8.3 The Client's insurance policies must be with a reputable insurance company that is registered in the UAE and licensed to operate in the UAE in accordance with the laws of the UAE. The insurance policies must contain waiver of subrogation rights in favour of the Service Provider; a primary insurance clause; and a cross liability clause

8.4 Upon the request of the Service Provider, the Client must produce insurance certificates to evidence to the Service Provider the insurance policies required under this Agreement.

9. TERM AND TERMINATION

9.1 This Agreement shall come into force on the date of execution hereof and shall continue to remain in full force and effect during the Term.

9.2 The Service Provider may terminate this Agreement immediately with notice and without the requirement of a court order if

- a. the Client commits any breach of any of the provisions or undertakings of this Agreement including failure to pay any sum due under this Agreement and such breach is not remedied in full within 30 days of the Service Provider notifying the Client of such breach; or
- b. the Client's DWTC Free Zone License is terminated or is invalidated during the Term; or
- c. the Client is in breach of any Applicable Laws, or in the event that the Client suffers an event of insolvency including receivership, administration, bankruptcy or liquidation.

this Agreement or any Applicable Law by the Client.

9.3 Upon the expiry and/or earlier termination of this Lease, the Client shall yield up the Facilities Centre in the same state as it was upon handover (fair wear and tear acceptable) and undertake all reasonable instructions at such time from Service Provider.

9.4 If, upon the termination of this Agreement, the Client leaves any of its property, belongings or other items in the Facilities Centre, the Service Provider will treat them as having been abandoned without any obligation to pay any compensation to the Client and the Service Provider may remove destroy or dispose of such property, belongings or other items in any manner it deems appropriate.

9.5 The Service Fee and any additional services fee payable by the Client under this Agreement shall be non-refundable and the Client shall remain liable for full payment of the Service Fee and the additional services fee (if applicable) notwithstanding any early termination of this Agreement. The Client agrees and accepts to forfeit any balance of the Service Fee and/or any additional services fee in the event of any early termination of this Agreement prior to the Expiry Date.

10. LIMITATION OF LIABILITY

10.1 Subject to clause 11.2, the Service Provider shall not be liable for:

- a. the death of, or injury to the Client, its employees, customers or invitees to the Facilities Centre; or
- b. damage to any property of the Client or that of the Client's employees, customers or other invitees to the Facilities Centre; or
- c. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Client or the Client's employees, customers or other invitees to the Facilities Centre in the exercise or purported exercise of the rights granted in this Agreement.

10.2 Nothing in clause 11.1 shall limit or exclude the Service Provider's liability for:

- a. death or personal injury or direct damage to the Facilities Centre caused by the gross negligence of willful misconduct of the Service Provider; or
- b. any matter in respect of which it would be unlawful for the Service Provider to exclude or restrict liability.

10.3 The Service Provider's liability under this Agreement shall be limited to the Service Fee at all times.

11. RENEWAL

11.1 Renewal of this Agreement shall be at the sole discretion of the Service Provider and shall be subject at all times to:

- a. the renewal of the Client's DWTC Free Zone License;
- b. payment of all applicable fees for any additional term prior to the effective date of the renewal; and

- c. the Client 's compliance with DWTC's Rules and Regulations.

12. FORCE MAJEURE

12.1 The Service Provider will be excused from performance of its obligations under this Agreement, in the event that such obligations cannot be complied with, because of the occurrence of a Force Majeure Event.

13. NOTICES

13.1 Any notice or other communication given under this Agreement shall be in writing and shall be delivered personally or sending it by courier, registered post or by email to the address for each Party as provided in the Particulars.

14. AMENDMENTS

14.1 No amendment to this Agreement shall be valid unless it is made in writing and executed by each Party's authorized representatives.

15. WAIVER

15.1 No waiver, relaxation, forbearance, delay or failure by the Service Provider in enforcing any of the terms of this Agreement shall affect or restrict the rights and powers of the Service Provider.

16. ASSIGNMENT

16.1 The benefit of this Agreement is personal to the Client and the Client may not assign its rights and obligations under this Agreement without prior written consent of the Service Provider. The Service Provider has the right to assign or transfer

the Service Provider's rights under this Agreement, or any part thereof, at its discretion, without any prior notice to the Client, and the Client hereby consents to such assignment and transfer.

17. GOVERNING LAW AND JURISDICTION

17.1 This Agreement will be governed by and construed in accordance with the local laws of Dubai and the federal laws of the United Arab Emirates.

17.2 Any dispute, difference, controversy or claim arising out of or in connection with this Agreement, will be subject to the exclusive jurisdiction of Dubai Courts.

18. VAT

18.1 Unless stated otherwise herein, all amounts expressed to be payable under this Agreement by the Client to Service Provider which (in whole or part) constitute the consideration for any supply for VAT purposes are deemed to be exclusive of any VAT which is chargeable on that supply. If VAT is or becomes chargeable on any supply made by the Service Provider to the Client under this Agreement, and the Service Provider is required to account to the relevant tax authority for the VAT, the Client shall pay to the Service Provider (in addition to and at the same time as paying any other consideration for such supply) an amount equal to the amount of the VAT, and the Service Provider shall provide an appropriate VAT invoice to the Client.