

LEASE TERMS

The Landlord leases the Premises to the Tenant on the Lease Terms together with the Lease Details and any Special Terms.

1. DEFINITIONS

The following terms as used in the Lease have the meanings ascribed to them. Other capitalized terms have the meanings ascribed to them in the Lease Details:

“Building”	means the building identified in the Lease Details, in which the Premises form part, and refers to each and every part of the Building, the parking lot(s), loading area(s), service road(s) and all other areas, the use and enjoyment of which is appurtenant to the Building, whether or not within the structure of the Building.
“Commencement Date”	means the date the Lease commences as set out in the Lease Details.
“Common Areas”	those areas of the Building (whether or not within the structure of the Building) to be used in common by any of the Tenant, other tenants and occupiers of the Building, the Landlord, and those properly authorised or permitted by them so to do, and Common Areas includes, but without limitation, any atria, entrance halls, corridors, lobbies, staircases, lavatories, access ways, passages, elevators/lifts, escalators, courtyards, ramps, services areas and other such amenities, but excludes any such parts as may be within the Premises.
“Dirhams, AED or Dhs”	means United Arab Emirates Dirhams, the lawful currency of the United Arab Emirates.
“Expiry Date”	means the date the Lease Period comes to an end as defined in the Lease Details.
“Hazardous Waste”	means waste or materials of whatever nature that are classified or regulated in any way by Dubai Municipality or any other Relevant Authority and require specific handling and treatment particularly relating to their disposal.
“Landlord”	means the “Landlord” as set out in the Lease Details and includes any successors or assigns.
“Lease”	consists of the Lease Details, any Special Terms, and the Lease Terms.
“Lease Details”	means the lease details forming part of the Lease and signed by the Tenant.
“Lease Period”	means the term of the Lease as set out in the Lease Details.
“Lease Terms”	means these Lease Terms forming part of the Lease.
“Parties”	means collectively, the Landlord and the Tenant and, where the context requires, their respective successors and assigns.
“Premises”	means the premises as more particularly described in the Lease Details and refers to each part of the Premises, any and all improvements and additions made thereto, and all fixtures, fittings and appurtenances in the Premises, but excludes the structural parts, load bearing framework, roof,

foundations, joists and external walls, and machinery and plant within but not exclusively serving the Premises.

“Rent”	means the Rent (excluding the Service Charge) as set out in the Lease Details.
“Relevant Authority”	means any governmental or quasi governmental authority whether federal, local or municipal having jurisdiction over an issue including the Dubai Technology and Media Free Zone Authority.
“Rules and Regulations”	means any rules or regulations set down by the Landlord from time to time in relation to the maintenance, management, operation and use of the Premises or the Building or any rules or regulations set down for the maintenance, management, operation and use of the Zone by the Relevant Authority from time to time including any health, safety and employment regulations from time to time.
“Service Charge”	means the Tenant's proportional contribution to the general operational costs and expenses from time to time incurred or payable by the Landlord for the benefit of the Premises, the Common Areas and shared facilities in the Zone payable during the Lease Period as set out in the Lease Details.
“Special Terms”	means any “Special Terms” agreed between the Landlord and the Tenant and forming a part of this Lease.
“Zone”	means any of the business parks within the Dubai Technology and Media Free Zone including Dubai Internet City, Dubai Media City, Knowledge Village, Dubai Outsource Zone, Dubai International Academic City, International Media Production Zone, Dubai Studio City, Enpark and Dubiotech.
“Tenant”	means the “Tenant” set out in the Lease Details and includes any permitted successors or assigns.
“Total Rent”	means the sum of the Rent and the Service Charge payable during the Lease Period as set out in the Lease Details.
“Trade License”	means the trade license of the Tenant issued by the Dubai Technology and Media Free Zone Authority.

2. COMMENCEMENT, EXPIRY AND RENEWAL

- 2.1. This Lease shall come into force and effect on the Commencement Date and, subject to earlier termination under Clause 7 hereof, shall expire on the Expiry Date. The Tenant acknowledges and agrees that the Lease is for the Lease Period only and expires on the Expiry Date and notwithstanding Clauses 2.2 to 2.5 the Landlord shall be under no obligation to renew this Lease or extend the Lease Period.
- 2.2. Not less than three (3) months prior to the Expiry Date, the Tenant shall notify the Landlord in writing as to whether the Tenant wishes to renew this Lease or not. Where the Tenant wishes to renew this Lease, then the provisions of Clause 2.4 apply.
- 2.3. If the Tenant does not intend to renew this Lease and fails to provide notice of this fact to the Landlord in accordance with Clause 2.2 or provides notice of this fact of less than three (3) months, the Landlord may, at its own discretion, (without prejudice to other rights of the Landlord and any obligations on the Tenant pursuant to this Lease) charge the Tenant, where the Tenant has not given any notice at the Expiry Date or has given notice of less than three (3) months, a sum equivalent to one (1) month's

Rent, Service Charges and other sums accruing under this Lease for the period following the Expiry Date.

- 2.4. Where the Tenant wishes to renew this Lease, this Lease may be renewed on the mutual agreement of the Parties for an additional term on the same or different terms and conditions and at a rent to be agreed, subject to the rent for any additional term being in no event less than the Rent paid immediately prior to the Expiry Date.
- 2.5. In the event the Tenant gives notice to the Landlord that it does not wish to renew this Lease in accordance with Clause 2.2 above, or the Landlord gives notification to the Tenant that the Landlord does not wish to renew the Lease then the Tenant shall vacate and hand over the Premises to the Landlord as at the Expiry Date, in strict accordance with Clause 6.9 hereof.

3. THE RENT

- 3.1. The Tenant shall pay to the Landlord during the Lease Period, the Total Rent (comprising the Rent for the Premises and the Service Charge) in the manner and in the amounts described in the Lease Details and these Lease Terms.

4. THE PREMISES

- 4.1. In consideration of the Total Rent to be paid and the duties and obligations to be performed and observed by the Tenant as provided in this Lease, and on the terms and subject to the conditions of this Lease, the Landlord hereby leases to the Tenant, and the Tenant hereby accepts a lease from the Landlord of the Premises free and clear of all liens, together with all the following easements, rights and privileges:

- 4.1.1 full right and liberty in connection with the use and enjoyment of the Premises for the Tenant, its customers, contractors, suppliers, employees, invitees and licensees subject always to the terms and conditions of this Lease;
- 4.1.2 the right of passage of electricity, water, soil, drainage, air, smoke or other effluvia to and from the Premises through the gutters, pipes, sewers, drains, wires, telephone and telegraph cables, mains, gullies, channels, ducts, flues, conduits and watercourses (if any) passing along, through or over, upon or under the Premises;
- 4.1.3 the right of access over roadways and walkways at all times to the Premises; and
- 4.1.4 all easement, rights and privileges over and from the adjacent areas and buildings for the benefit of the use of the Premises.

- 4.2. The Lease is always subject to the following:

- 4.2.1 The Landlord and those claiming through them having full right and liberty at all reasonable times during the term of this Lease after giving reasonable written notice to the Tenant (except in the case of an emergency where no notice is required) to enter upon the Premises with or without appliances and workmen and others for the following reasons:
 - (i) to view the state and condition of the Premises and to repair and maintain and clean, alter, renew, remove or install such gutters, pipes, sewers, drains, wires, conduits, ducts, flues and watercourses (if any) serving the Building;
 - (ii) to alter, maintain or repair the Building or the adjoining premises or property of the Landlord;
 - (iii) to comply with an obligation to any third party having legal rights over the Building and the Premises;

- (iv) in exercise of a right or to comply with an obligation of repair, maintenance or renewal under this Lease;
 - (v) in connection with the development of the remainder of the Building or any adjoining or neighboring land, buildings or premises, including the right to build on or into or in prolongation of any boundary wall of the Premises; and
 - (vi) in connection with the easements and other rights referred to in Clause 4.2.5 and 4.2.6.
- 4.2.2 The rights in Clause 4.2.1(i) to (vi) being exercised in such a way so as to ensure that any inconvenience is limited in so far as is practicable and that access to the Premises is not in so far as is practicable unduly obstructed but shall otherwise be exercised without payment of compensation for any nuisance, annoyance, inconvenience or damage caused to the Tenant, subject to the Landlord (or other person so entering) exercising the right in a reasonable manner and making good any damage caused to the Premises without unreasonable delay.
- 4.2.3 The Landlord having the absolute right to exercise any powers that may be granted to it by federal and local laws and regulations.
- 4.2.4 The Landlord having full right and interest in and to the free and uninterrupted passage of water, soil, gas, air, drainage, electricity, telephone and any other service or supply through any pipes or cables now or hereafter existing in, under or upon the Premises.
- 4.2.5 The Landlord having full right, title and interest in and to existing pipelines, utility lines, equipment, fixtures and other property which are located in, under, upon or over the Premises together with easements and rights of way in, upon, across, over and under those portions of the Premises on which these pipelines, utility lines, equipment, fixtures and other property are located, for the purpose of their maintenance, operation, repair, replacement, construction and use.
- 4.2.6 The Landlord having an easement and right of way upon, over, under, across and in the Premises and the easements for the purposes of exercising any and all of the Landlord's rights and performing any of the Landlord's obligations under this Lease.

5. THE LANDLORD'S COVENANTS

Subject to the Tenant paying the Total Rent and other sums hereby reserved in the manner and at the times required under this Lease and performing and observing the covenants and conditions on the part of the Tenant to be observed and performed for the duration of the Lease Period, the Landlord covenants with the Tenant as follows:

5.1. Quiet Enjoyment

The Landlord shall permit the Tenant to peaceably hold and quietly enjoy the Premises for the duration of the Lease Period.

5.2. Utilities

Subject always to Clause 6.4, the Tenant shall arrange through the Landlord for the connection of the Premises to electricity, water, sewerage, telephone, chilled water (where applicable), telecommunications and other similar utilities and the Tenant shall be responsible for any connection charges levied by any utility service provider. For the avoidance of doubt, the Landlord shall not be obliged to provide an uninterrupted power supply ("UPS") under this Clause 5.2. Any connection to and supply of a UPS and other additional utilities will be the subject of a separate agreement between the Landlord and the Tenant.

5.3. The Landlord's Insurance Obligations

The Landlord shall at its own cost obtain and maintain throughout the Lease Period insurance for the following and such other risks as the Landlord may otherwise determine from time to time:

- 5.3.1 all Risks Insurance to cover the Building (excluding the property of the Tenant in the Premises) and the Common Areas; and
- 5.3.2 third Party Liability Insurance; and
- 5.3.3 where the Landlord or the Landlord's agents or contractors carry out any construction work on the Building, Contractor's All Risk Insurance and Workers' Compensation Insurance in compliance with statutory and regulatory requirements.

5.4. **Maintenance and Repair**

The Landlord shall keep the exterior of the Building, the Landlord's fixtures and fittings and the Common Areas clean and in good repair and condition (fair wear and tear excepted).

6. **THE TENANT'S COVENANTS**

For the duration of the Lease Period, subject to earlier termination, the Tenant covenants with the Landlord as follows:

6.1. **Payment of Total Rent**

- 6.1.1 The Tenant shall pay the Total Rent reserved by this Lease free from any deductions and rights of set-off whatsoever, at the times and in the manner set forth in the Lease Details.
- 6.1.2 The Tenant shall pay any and all other amounts payable to the Landlord, if any, under this Lease at the times and in the manner specified in relation to each such item.

6.2. **Compensation and fees**

- 6.2.1 The Tenant shall pay compensation on so much of the Total Rent and other monies payable under this Lease as remain unpaid seven (7) days after they have become due, from the date that they became due until the payment is made to the Landlord.
- 6.2.2 In any case where the Tenant is in breach of this Lease, the Landlord shall be entitled to refuse any tender of money as part settlement of any monetary sum due or in lieu of any obligation to be performed in favour of requiring from the Tenant full payment or specific performance of the Tenant's obligations. In any such case the Tenant shall be liable for any compensation payable under this Lease in full including but not limited to payment of compensation under Clause 6.2.3 and 6.9.1.
- 6.2.3 Any compensation payable hereunder shall be calculated at the rate of twelve percent (12%) per annum calculated on a daily basis until full payment of all outstanding amounts and accrued compensation thereon has been paid by the Tenant to the Landlord.
- 6.2.4 Where the Tenant has paid any part of the Total Rent by post dated cheque and any of such cheques do not clear then the Tenant shall pay a fee of Dirhams One Thousand (AED 1000.00) on each occasion that any of such cheques do not clear.

6.3. **Licenses and Approvals**

- 6.3.1 The Tenant shall obtain, pay for and maintain throughout the Lease Period, its Trade License or any other trade license or other approval required by the Relevant Authorities to permit the Tenant to undertake the Permitted Use or activities in the Premises and in the relevant Zone and shall pay and discharge all rates, taxes, assessments, duties and charges assessed or imposed upon or payable by the Landlord or the Tenant in respect of the Premises.
- 6.3.2 The Tenant acknowledges and agrees that the Landlord bears no responsibility for the Tenant obtaining or maintaining its Trade License or obtaining any other trade license or approval from any Relevant Authority.

6.4. Utilities

- 6.4.1 The Tenant shall pay all charges in respect of any electricity, water, chilled water, sewerage, telephone, facsimile or other communication service costs connected to and consumed at the Premises and all charges imposed directly by any utility or authority for the supply, connection or capacity of any of these services to the Premises. The Special Terms may define how such charges are assessed which may be any one or a combination of the following:
- (i) where separately metered by the utility provider or the Landlord then pursuant to the metering and billing of that utility provider or the Landlord;
 - (ii) where no separate meter applies for the Premises then based on the Landlord's estimate of consumption having regard to the leased area and/or cooling capacity of the Premises and the Tenant's use of the Premises.
- 6.4.2 Where the Landlord conducts any estimate under Clause 6.4.1 (ii) the Tenant shall not be entitled to object to the same.
- 6.4.3 In the event that utilities are provided to the Tenant directly by the Landlord, the Tenant shall settle any such consumption, connection, capacity or, usage charges within thirty (30) days of notification to do so by the Landlord.
- 6.4.4 For the avoidance of doubt, the Tenant shall be responsible for all costs associated with connecting the Premises to any distribution or access point at the Premises for any services to be supplied by any utility service provider or authority.
- 6.4.5 The Tenant acknowledges and agrees that the Tenant should not exceed the electricity loadings notified for the Premises without the Landlord's prior written consent in writing. If the Landlord is prepared to grant its consent to an elevated electricity loading, the Landlord shall be entitled to charge to the Tenant additional charges relating to any works required by contractors of the Landlord or charges from the relevant utility provider as well as additional consumption charges.
- 6.4.6 The Tenant acknowledges and agrees that the Landlord may at any time during the Term vary the manner in which utilities are assessed, charged or invoiced (for example by installing meters rather than using estimates). The Tenant shall not object to any such changes.

6.5. Maintenance and Repair

The Tenant shall well and substantially repair, maintain and clean the Premises and all the Tenant's fixtures and fittings therein and keep the same in good and substantial repair, maintained and in clean condition throughout the Lease Period in compliance with all health, safety, environmental and safety regulations and shall promptly replace at its own cost any Tenant's fixtures or fittings which become worn out, lost, unfit for use or destroyed by substituting other fixtures or fittings of a like or more modern nature and of a quality at least as good as those being replaced.

6.6. Decorations and fit outs

- 6.6.1 Subject to any requirements set down in the Special Terms and the approvals of any Relevant Authority or utility service provider (where required), the Tenant, at the Tenant's expense, shall (subject to the Landlord providing its written consent following the provision of all relevant documentation including, but not limited to, relevant work contracts, detail designs, drawings, written plans, specifications and schedules as required by the Landlord), have the right to fit out, remodel, redecorate and make additions, improvements and replacements of and to all or any part of the Premises from time to time as the Tenant may deem desirable, provided the same are made in a workmanlike manner and utilising good quality materials. The Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installation in and upon the Premises, and fasten the same to the Premises.

- 6.6.2 All such works as described in Clause 6.6.1 shall be undertaken in accordance with any rules and guidelines set down by the Landlord, Relevant Authority or utility service provider.
- 6.6.3 In respect of all works in the Premises, the Tenant shall ensure that the Common Areas are kept clean, tidy and clear of obstructions at all times and that promptly upon completion of such works, all debris, waste and other refuse is removed from the Building in accordance with the instructions of the Landlord.

6.7. Insurance

The Tenant shall, at its own cost, obtain and maintain throughout the Lease Period insurance in and for such amounts, on such terms and with such an insurer that is in all ways satisfactory to the Landlord for the following risks and such other risks as the Landlord may otherwise determine from time to time:

- 6.7.1 All Risks Insurance to cover the Premises and all of the Tenant's assets contained therein at replacement value from the date of loss of use of the Premises until re-establishment of the Tenant's occupancy;
- 6.7.2 Third Party Liability Insurance in the joint names of the Landlord and the Tenant;
- 6.7.3 where the Tenant or the Tenant's agents or contractors conducts any work on the Premises, Contractor's All Risks Insurance and Worker's Compensation Insurance in the joint names of the Landlord and the Tenant in compliance with statutory and regulatory requirements; and
- 6.7.4 Workers Compensation Insurance.

The Tenant shall supply copies of such insurance policies and evidence of payment of premiums to the Landlord upon request by the Landlord provided always that if the Tenant shall fail to insure or keep insured the Premises as aforesaid, the Landlord shall be entitled (but is not obliged) so to do on behalf of the Tenant and recover the cost of such insurance from the Tenant.

6.8. The Landlord's Right of Inspection and Right to Repair

If any breach of covenant, defects, disrepair, removal of fixtures or unauthorised alterations or additions are found on inspection of the Premises pursuant to the Landlord's rights of inspection and right to repair under Clause 4.2.1, then on notice from the Landlord, the Tenant shall execute to the reasonable satisfaction of the Landlord, all repairs, works, replacements or removals required within one (1) month (or sooner, if necessary) after the receipt of such notice. If the Tenant fails to comply with any such notice, the Landlord may itself or by its workers, employees or agents enter the Premises and execute all necessary or desirable repairs, works, replacements or removals. The Tenant shall pay to the Landlord on demand all expenses so incurred.

6.9. Hand Over, Reinstatement and Repair at the End of the Lease Period

- 6.9.1 Within fourteen (14) days after the Expiry Date or earlier termination of this Lease the Tenant shall in accordance with the Landlord's instructions and to the satisfaction of the Landlord yield up the Premises as follows:
- (i) in good, clean and (where required) redecorated condition and at the option of the Landlord with all additions and improvements to the Premises and all fixtures and fittings attached to and forming part of the Premises or with such of those additions, improvements or fixtures and fittings as the Landlord may specify; and/or
 - (ii) reinstate at the Tenant's expense all or part of the Premises to the state and condition that they were in prior to the Tenant taking possession or such other state and condition as the Landlord may direct; and/or
 - (iii) at the Tenant's expense take the Premises back to shell and core in accordance with the Landlord's specifications for the same;

- (iv) remove from the Premises all the Tenant's belongings, including without limitation, any and all notice boards and signs bearing the name of or otherwise relating to the Tenant or its business;
- (v) repair at its expense to the satisfaction of the Landlord all damage to the Premises and the Building resulting from the removal of any of the Tenant's belongings from the Premises;
- (vi) provide all keys, access cards, parking access cards and remotes, codes and other items or information relevant to the Premises or operation thereof to the Landlord; and
- (vii) provide proof of payment of final utility bills and other clearances as well as comply with any other hand over requirements of the Landlord as per its internal procedures and checklists.

Should the Tenant fail to meet its obligations under this Clause 6.9 the Tenant (without prejudice to the Landlord's right to require possession of the Premises or take any other lawful action) shall be liable to fulfill all of the Tenants obligations pursuant to this Lease and to pay to the Landlord compensation pursuant to the relevant laws up to and including the date that the Tenant vacates the Premises in accordance with Clause 6.9.

- 6.9.2 Where required by the Landlord, the Tenant shall accompany the Landlord and its relevant agents in any inspection of the Premises for the purposes of ascertaining the state and condition of the Premises or determining what is required by way of remediation when the Landlord conducts its assessments required under Clause 6.9.1.

6.10. Repairs and Defects

On becoming aware of any defects in the Premises or the Building, the Tenant shall promptly give written notice of any and all such defects to the Landlord.

6.11. Alterations

- 6.11.1 The Tenant shall not without the prior consent in writing of the Landlord and (where required) any Relevant Authority:
- (i) make any alterations or additions to, or affecting the structure or exterior of, the Building, or the appearance of the Premises as seen from the exterior; and
 - (ii) install or erect any exterior lighting, shade, canopy or awning or other structure in front of or elsewhere outside the Premises.
- 6.11.2 Where the Landlord grants its consent it may do so upon conditions, including but not limited to the requirement to provide a bond or deposit. The Tenant shall comply strictly with any such conditions and any conditions of any Relevant Authority.
- 6.11.3 On the termination of this Lease, the Tenant shall, at the option of the Landlord and at the Tenant's cost and expense, reinstate the Premises in accordance with Clause 6.9.
- 6.11.4 The Tenant shall procure that any alterations or additions to the Premises permitted by the Landlord be carried out only by a contractor approved by the Landlord (such approval not to be unreasonably withheld).
- 6.11.5 At all times during the course of any work in connection with any alteration that are made, all such works and such alterations shall immediately become subject to the terms of this Lease.

6.12. Assignment and Subletting

- 6.12.1 Subject to sub-clause 6.12.2, the Tenant shall not assign this Lease or sublet the Premises, in whole or in part without the written consent of the Landlord, such consent not to be unreasonably withheld.
- 6.12.2 The Landlord may withhold its consent to a request by the Tenant to assign this Lease or sublet the Premises in the event of any of the following:
- (i) at the time of such assignment or subletting, there are arrears of rents or other monies due to the Landlord;
 - (ii) the proposed assignee or sub-tenant is not, in the sole opinion of the Landlord, of a financial status at least equal to that of the Tenant; and
 - (iii) the terms and conditions of the proposed assignment or sub-letting are unacceptable to the Landlord.
- 6.12.3 The Landlord may specify pre-conditions to completing any assignment of this Lease or subletting of the Premises including:
- (i) if the Landlord so requires, the Tenant procuring a guarantee of the covenants of the assignee or sub-tenant from a guarantor reasonably acceptable to the Landlord;
 - (ii) the Tenant, if required by the Landlord, obtaining covenants from the sub-tenant direct with the Landlord in such form as the Landlord may require; and
 - (iii) the Tenant not reserving or taking any premium from the assignee or sub-tenant.
- 6.12.4 The terms of any assignment of this Lease or subletting of the Premises shall not be inconsistent with or impair the due performance and observance of the covenants and obligations of the Tenant in this Lease.
- 6.12.5 The Tenant shall not, otherwise than by assignment or subletting permitted under this Sub Clause:
- (i) part with or share possession or occupation of the whole or any part of the Premises; or
 - (ii) grant to third parties any rights over the Premises.
- 6.12.6 Any assignment or subletting shall be completed by way of a tri-partite agreement (upon the Landlord's form for such agreements) first signed by the Tenant and the sub-tenant or assignee. Until the Landlord has signed such agreement the Tenant shall remain obliged to fulfill its obligations under this Lease in full.
- 6.12.7 The Landlord may assign this Lease to any subsidiary, affiliate or associate entity.

6.13. Permitted Use, Licensed Activities and the Relevant Authorities

- 6.13.1 The Tenant shall not use the Premises other than for the purposes of the Permitted Use as stated in the Lease Details unless with the prior written consent of the Landlord.
- 6.13.2 The Tenant shall at all times maintain a valid and current Trade License and conduct its activities in accordance with its Trade License unless the Landlord grants its prior written consent to the Tenant operating under another trade license.
- 6.13.3 The Tenant acknowledges that certain activities (for example retail or medical activities) may require additional licensing requirements to be met from those of any Relevant Authority providing licenses within the Zone. The Landlord shall not be in any way responsible for pointing out to the Tenant any such requirements and the same shall be the Tenant's full responsibility.

- 6.13.4 The Tenant shall conduct its business in the Premises in a professional manner, with proper decorum and to the highest ethical standards befitting the international standards set by the Landlord for its activities, and shall upon receipt of any notice from the Landlord so to do, promptly cease any practice or conduct that the Landlord reasonably deems to be inappropriate or improper in the Premises.
- 6.13.5 The Tenant shall ensure that its employees shall at all times while in the Premises be cleanly and neatly dressed and shall conduct themselves in a professional and businesslike manner.

6.14. Restrictions On and Requirements for the Use of the Premises

- 6.14.1 Subject to any exceptions set down expressly in the Special Terms the Tenant shall not:
- (i) erect or install on the Premises any engine, furnace, plant or machinery which causes noise, fumes or vibration which can be heard, smelled or felt outside the Premises;
 - (ii) store on the Premises any petrol or other inflammable, explosive or combustible substance;
 - (iii) use the Premises for any noxious, noisy or offensive trade or business nor for any illegal or immoral act or purpose;
 - (iv) do anything on the Premises, which may be or grow to be a nuisance, annoyance, disturbance, inconvenience or damage to the Landlord or its other tenants of the Building, or to the owners, tenants and occupiers of adjoining and neighbouring properties;
 - (v) load or use the floors, walls, ceilings, or structure of the Premises or the Building so as to cause strain, damage or interference with the structural parts, load bearing framework, roof, foundations, joists and external walls of the Building;
 - (vi) overload the elevators/lifts, electrical installations or gutters, pipes, sewers, drains, wires, telephone and telegraph cables, mains, gullies, channels, ducts, flues, conduits and watercourses (if any) in the Premises and/or the Building;
 - (vii) do or omit to do anything which may interfere with or which imposes an additional loading on any ventilation, heating, air conditioning or other plant or machinery serving the Building or the Premises;
 - (viii) allow any person to sleep in the Premises nor to use the Premises for residential purposes;
 - (ix) at any time place in the Common Areas any goods, pallets, trade empties, rubbish or other obstruction;
 - (x) bring into the Building or keep or allow to be kept animals or pets of any kind in the Premises;
 - (xi) place leave or install any articles, merchandise, goods or other objects in front of the Building, or elsewhere outside the Premises;
 - (xii) allow employees of others to smoke within the Premises or upon any of the interior Common Areas;
 - (xiii) install equipment (other than typical office equipment) that increases electricity consumption at the Premises without the prior written consent of the Landlord; and
 - (xiv) change the locks to the Premises. In any case where the Landlord grants its prior written consent to the locks being changed, the Tenant will provide to the Landlord one (1) set of

keys for the new locks in order that the Landlord and its agents may exercise their rights and obligations under this Lease.

6.14.2 In addition to any other Rules and Regulation adopted for the Building and the requirements of the Relevant Authorities, the Tenant must ensure at all times that:

- (i) there is adequate and professionally installed and maintained firefighting equipment in the Premises including extinguishers and alarms all of which are approved by or meet the standards of Dubai Civil Defence;
- (ii) the Premises or any part of the Premises or Common Areas are not overloaded, and equipment is not hung or suspended from walls or beams in a dangerous manner or in a way that may damage the Premises, Common Areas or Building in any way;
- (iii) server rooms, data centre and UPS rooms are equipped with special gas suppression systems/fire fighting equipments approved by Dubai Civil Defence;
- (iv) kitchen and food outlets are equipped with special chemical fire suppression systems approved by Dubai Civil Defence for the kitchen hoods;
- (v) LPG detection and shutting system approved by Dubai Civil Defence are installed in the kitchens;
- (vi) the fire detection and fire fighting systems installed by the Tenant (or any other party) are connected to the building fire detection panels of the Building as well as Dubai Civil Defence twenty four (24) hour, seven (7) days a week system;
- (vii) the maintenance of the fire detection and fire fighting systems and equipment installed by the Tenant (or any other party) is carried out through licensed service provider approved by Dubai Civil Defence;
- (viii) annual maintenance contracts for the fire detection and fire fighting systems are endorsed by Dubai Civil Defence and a copy forwarded to Landlord;
- (ix) the Tenant may have to submit annual statutory compliance certificates for fire detection and fire fighting systems as indicated in the Special Terms; and
- (x) the Tenant complies with any notice provided by the Landlord in relation to matters specified in Clause 6.14 which set out in more detail the requirements to be adhered to.

6.15. Advertisements and Signs

6.15.1 The Tenant shall not (except subject to what is reasonable in the sole opinion of the Landlord), place or display on the exterior of the Premises or the Building or on the windows or inside the Premises so as to be visible from the exterior of the Premises, any name, writing, notice, sign, illuminated sign, display of lights, placard, poster sticker or advertisement other than:

- (i) such notices as the Landlord may in its sole discretion approve in writing; and
- (ii) the name of the Tenant on or near the entrance doors of the Premises, in a style and manner approved or required by the Landlord.

6.15.2 The Tenant shall maintain any signage installed through an annual maintenance contract, a copy of which shall be forwarded to the Landlord.

6.15.3 The Tenant shall be held responsible for any fire or other damage to the Building as a result of the installation of the signage and bear the cost of repairing and making good any damage caused to the Landlord.

6.15.4 The Tenant shall comply with the requirements of the Relevant Authorities with regard to the nature of, construction of, or installation of any signage.

6.15.5 The signage shall be removed and areas reinstated in accordance with clause 6.9.

6.16. Loading and Deliveries and Installation of Equipment and Furniture

6.16.1 The Tenant shall not load or unload vehicles except in the servicing areas or loading bays provided for such purpose and in accordance with the directions of the Landlord and pursuant to any rules and regulations for the Building pertaining to loading and deliveries. The Landlord may include specific hours of the day (or night) for loading and deliveries.

6.16.2 In the case of installing or removing equipment or furniture, consent must first be obtained from the Landlord. The Landlord shall be entitled to set down requirements relating to the installation or removal of equipment or furniture as a condition to granting its consent which requirements the Tenant must comply with as if the same were set down in full herein.

6.16.3 The Tenant shall not cause any obstruction in or around the Building.

6.17. Pest Control

The Tenant shall at its expense and to the satisfaction of the Landlord undertake all necessary precautions to ensure that the Premises remains at all times free of rodents, insects, vermin, pests and other animals, and disease and shall, if necessary or instructed so to do by the Landlord, employ and pay pest exterminators approved by the Landlord to treat the Premises.

6.18. Compliance with Statutes, Laws and Environmental Requirements

6.18.1 The Tenant shall comply in all respects with the provisions of all statutes, ordinances, proclamations, orders, rules, by-laws, regulations for the time being in force and requirements of any Relevant Authority relating to the Premises, or anything done in or on them by the Tenant, and to keep the Landlord indemnified against liability in consequence of the Tenant's failure to comply with them.

6.18.2 In particular, but without affecting the general operation of the above, the Tenant shall:

- (i) perform and observe the requirements of statutes and regulations relating to planning and environmental protection applying to the Premises, and to obtain any development or other consent, permit or licence by reason of the development or manner of use of or on the Premises by the Tenant; and
- (ii) dispose of Hazardous Waste in accordance with Dubai Municipality requirements as well as in accordance with the requirements of any other Relevant Authority (including DMFTZA) and which disposal must take place through the use of contractors approved by the Relevant Authorities to dispose of such Hazardous Waste. For the avoidance of doubt the Landlord shall not be responsible for the costs of disposing of Hazardous Waste.

6.18.3 The Tenant shall keep the Landlord indemnified against liability by reason of the Tenant's failure to obtain any requisite development or other consent, permit or licence, or in complying with the requirements of statutes and regulations.

6.19. Indemnification

6.19.1 The Tenant indemnifies and shall keep the Landlord indemnified against liability in respect of any accident, loss or damage to person or property in or on the Premises.

6.19.2 The Tenant indemnifies and shall keep the Landlord indemnified against liability of the Landlord to third parties by reason of breach by the Tenant of its obligations in this Lease.

6.19.3 The Tenant indemnifies and shall keep the Landlord indemnified from any and all claims, proceedings, and for all costs, losses, expenses and damage incurred or suffered by the Landlord as a consequence of early termination of this Lease.

6.20. Expenses of the Landlord

The Tenant shall pay to the Landlord on demand all expenses including lawyer's fees, filing fees, costs, damages, expenses or other liabilities of whatever nature incurred by the Landlord in the recovery or attempted recovery of arrears of the Rent or Service Charges or other sums properly due or recoverable from the Tenant or in any way expended or incurred by the Landlord in connection with the Tenant's breach of this Lease. Such obligations shall survive the termination of the Lease.

6.21. Re-letting of the Premises

The Tenant shall permit all persons authorised by the Landlord or its agents to view the Premises at reasonable hours without causing material interruption to the Tenant's use of the Premises for the Permitted Use, in connection with any re-letting of the Premises.

6.22. Rules and Regulations

6.22.1 The Tenant shall comply with any Rules and Regulations adopted in relation to the Building and as may be adopted or altered by the Landlord or other Relevant Authority from time to time and will cause all of its agents, employees, invitees and visitors to do so. Any changes to such rules will be sent by the Landlord to the Tenant in writing.

6.22.2 The Tenant shall comply with any Rules and Regulations applicable to the Zone in which the Premises are situated where the same are notified to the Tenant in writing or published and as may be adopted or altered from time to time and will cause all of its agents, employees, invitees and visitors to comply.

6.23. Security

The Tenant shall use its best endeavours to protect and keep safe the Premises and any property contained therein from theft or robbery. The Tenant shall observe the Landlord's security procedures and rules.

6.24. Appearance and Presentation

The Tenant shall at all times keep the interior of the Premises, where it is visible from the exterior of the Premises, attractively laid out and furnished and keep the windows of the Premises clean and adequately and attractively dressed to the reasonable satisfaction of the Landlord.

6.25. Clearance of Rubbish

6.25.1 The Tenant shall not allow any accumulation of rubbish on the Premises or the Common Areas and shall ensure at all times that garbage and refuse from the Premises is removed to such locations as specified by the Landlord, and to use only that type of refuse container provided by the Landlord from time to time. The Tenant shall ensure that all kitchen and domestic garbage is sealed in polythene garbage bags before consignment. In the event of default by the Tenant the Landlord will remove such garbage at the Tenant's cost. The Tenant shall not transport rubbish by means of the passenger lifts.

6.25.2 Without limiting 6.25.1, the Tenant shall:

- (i) maintain a level of hygiene and cleanliness within the Premises acceptable to the Landlord (acting reasonably); and
- (ii) segregate all rubbish from the Premises from the Premises, and dispose of such rubbish in accordance with the requirements of the Landlord.

6.26. Banned Broadcasting Devices

The Tenant shall not erect, place or use outside the Building or on the roof of the Building any radio, television or television aerial, antenna or satellite dish or any loudspeakers, screens or similar devices, or equipment without the prior written consent of the Landlord nor use or permit to be used any radio, gramophone, television or other like media or equipment likely to be heard from outside the Building, or broadcast any audio or video transmission.

6.27. Collateral Leases

6.27.1 If the Landlord has entered into more than one lease agreement in addition to this Lease with the Tenant in respect of multiple premises, then the Tenant hereby agrees that all these fully executed lease agreements including this Lease ("Collateral Leases") are bound together and any breach of one of these Collateral Leases may constitute a breach of all of them as determined by the Landlord in its sole discretion. Similarly, termination of one Collateral Lease by the Landlord entitles the Landlord to terminate any or all other Collateral Leases with the Tenant in its absolute discretion.

6.27.2 The Landlord is entitled to apply any monetary amounts paid to the Landlord by the Tenant or held by the Landlord on behalf of the Tenant pursuant to one Collateral Lease to satisfy (in whole or in part) any amounts due by the Tenant in respect of another Collateral Lease.

7. TERMINATION

7.1. This Lease may be terminated prior to the Expiry Date by the mutual agreement of the Landlord and the Tenant.

7.2. This Lease may be terminated prior to the Expiry Date by the Landlord where:

7.2.1 any sum due under this Lease remains unpaid for thirty (30) days after becoming due for payment (whether or not formally demanded); or

7.2.2 the Tenant is otherwise in breach of the terms of this Lease (other than for unpaid monies) and this breach has not been remedied within thirty (30) days of written notification by the Landlord of the breach; or

7.2.3 an event of insolvency occurs in relation to the Tenant or any guarantor of the Tenant; or

7.2.4 the Tenant has assigned or sublet the Premises in any manner whatsoever in breach of Clause 6.12; or

7.2.5 the Premises becomes vacant, deserted or non-operational for a period of thirty 30 days or more, and the Tenant is not traceable or leaves the country without notifying the Landlord and the Landlord is satisfied in the circumstances that the Premises has been abandoned.

7.2.6 the expression "an event of insolvency" in Clause 7.2.3 includes:

(i) (In relation to a company or other corporation which is the Tenant or a guarantor) inability of the company to pay its debts, entry into liquidation either compulsory or voluntary (except for the purpose of amalgamation or reconstruction), the passing of a resolution for its winding up, the making of a proposal to the company and its creditors for a composition in satisfaction of its debts or a scheme of arrangement of its affairs, the application to any court for an administration order, and the appointment of a receiver or administrative receiver; and

(ii) (In relation to an individual who is a guarantor), the presentation of a bankruptcy petition, the making of a proposal to his creditors for a composition in satisfaction of his debts or a scheme of an arrangement of his affairs, the application to any court for an interim order, and the appointment of a receiver or interim receiver.

8. CONSEQUENCES OF TERMINATION

- 8.1. Without prejudice to any other rights of the Landlord in law, if the Landlord terminates the Lease, then the Landlord (or its authorised agent) shall have the lawful right and entitlement to enter the Premises and repossess the Premises and take possession of all property therein and to let the Premises to others and dispose of such property found in the Premises in such a manner and at such a price as the Landlord deems fit. Notwithstanding the Landlord's right to dispose of any property in the Premises, if the Landlord elects to or is required to store any property then this shall be done so at the expense of the Tenant in all respects. The Landlord shall be entitled to store such property for a minimum period of twelve (12) months and destroy thereafter or otherwise dispose of the same as the Landlord see fit following the expiry of this period.
- 8.2. Without prejudice to any other rights of the Landlord in law and Clause 8.1, in the event the Lease terminates , the Landlord shall be entitled to claim from the Tenant:
- (i) where the Lease Period is twelve (12) months, a sum equivalent to three (3) months' of Total Rent and other amounts accruing under the Lease until the Expiry Date;
 - (ii) where the Lease Period is thirty six (36) months the Tenant shall be liable to pay a sum equivalent to twelve (12) months' of the Total Rent and a penalty of three (3) months of the Total Rent and any other amounts accruing under the Lease in addition to the six (6) months Total Rent payable from the date notice of termination of the Lease is issued by the Landlord. The Landlord shall be entitled to forfeit any amounts due from the Rent payments paid in advance by the Tenant where applicable.
 - (iii) where the Lease Period is sixty (60) months the Tenant shall be liable to pay a sum equivalent to thirty six (36) months' of the Total Rent and a penalty of three (3) months of the Total Rent and any other amounts accruing under the Lease in addition to the six (6) months Total Rent payable from the date notice of termination of the Lease is issued by the Landlord. The Landlord shall be entitled to forfeit any amounts due from the Rent payments paid in advance by the Tenant where applicable.
- 8.3. the difference between the Total Rent payable under this Lease and any subsequent rent (if any) received by the Landlord for the Premises from any new tenant for the unexpired portion of the Lease Period as well as any costs the Landlord may sustain in enforcing the Lease, retaking possession, reinstating, repairing, removing, packaging and storing property, cleaning or otherwise putting the Premises into the state and condition that the Premises were required to be in pursuant to the terms of this Lease and any advertising, or other expenses incurred in finding a new tenant.
- 8.4. For the avoidance of doubt the Landlord shall not owe the Tenant any duty to find any new tenant for the Premises or accept any below market rent in order to mitigate any damages payable by the Tenant to the Landlord pursuant to Clause 8.2.
- 8.5. The rights of the Landlord under this Clause 8 shall be exercised subject to the applicable laws as may be supplemented by the terms of this Lease.

9. GENERAL PROVISIONS

9.1. Adjoining Property

- 9.1.1 The Landlord may deal as it thinks fit with other property adjoining or nearby the Premises belonging to the Landlord, and may erect or permit to be erected on such property any buildings or other structures.
- 9.1.2 The Landlord may at all times, without obtaining any consent from the Tenant, alter, reconstruct or modify in any way whatsoever, or change the use of, the Common Areas so long as proper means of access to and egress from the Premises are afforded and essential services are maintained at all times.

9.2. **Rental Policy**

The Landlord may in its sole discretion determine the rental rates of different premises within the Zone. Such rental rates may vary from one premises to the other due to various factors such as the location, the size of the building, the type of the activity or mutual interests between the Landlord and the tenants.

9.3. **Service Charge Adjustment**

The Landlord may in its absolute discretion vary, extend, alter or add to the services and adjust the Service Charge accordingly, if the Landlord considers that by so doing the amenities in the Building may be improved and/or the management of the Building will be more efficiently conducted or if the Landlord's expenditure upon such services (including, in particular, utilities charges) increases from year to year.

9.4. **Building Improvement**

The Landlord shall have the right from time to time, for the purpose of the development and overall interest of the Building to improve, extend or in any manner whatsoever alter or deal with the Building and make any modification or changes provided that in exercising such right the Landlord will endeavour to cause as little inconvenience to the Tenant as is practicable in the circumstances. In the event that the Landlord deems it necessary to relocate the Tenant from its Premises the Landlord shall provide at its own cost alternative premises complete with fittings of an equivalent standard to those in the Tenant's Premises. The Tenant accepts that the Tenant shall have no right of compensation for such relocation other than these provisions.

9.5. **Competition**

Nothing within this Lease or in any of the negotiations leading up to this Lease is to be construed as an undertaking or promise by the Landlord to restrict in any way the letting of any other building or premises of the Landlord to direct or indirect competitors of the Tenant.

9.6. **Arbitration of Disputes Between Tenants**

If any dispute or disagreement at any time arises between the Tenant and the other tenants and occupiers of the Building or any adjoining or neighbouring property belonging to the Landlord relating to the gutters, pipes, sewers, drains, wires, telephone and telegraph cables, mains, gullies, channels, ducts, flues, conduits and watercourses (if any) serving, or easements or rights affecting, the Premises, the Building or any adjoining or neighbouring property, the dispute or disagreement is to be determined by the Landlord by which determination the Tenant shall be bound.

9.7. **Exemption From Liability in Respect of Services**

The Landlord shall not be liable to the Tenant for any loss, damage or inconvenience, which may be caused by reason of:

- 9.7.1 temporary interruption of services during periods of inspection, maintenance or repair;
- 9.7.2 breakdown of or defect in any plant and machinery, services or gutters, pipes, sewers, drains, wires, telephone and telegraph cables, mains, gullies, channels, ducts, flues, conduits and watercourses (if any) in the Premises, the Building or any neighboring or adjoining property;
- 9.7.3 events beyond the reasonable control of the Landlord; or
- 9.7.4 power-cuts or failures or other similar breaks in the provision of utility services.

9.8. **Compensation for Disturbance**

The Tenant is not entitled to terminate this Lease, quit the Premises or to claim from the Landlord any compensation for disturbance unless and to the extent that any statutory right to compensation

precludes the operation of this provision.

9.9. Removal of Tenant's Property

9.9.1 If, after the Tenant has vacated the Premises following the Expiry Date or earlier termination of this Lease, any property of the Tenant remains in the Premises and the Tenant fails to remove it within seven (7) days after being requested in writing by the Landlord so to do, the Landlord may, as the agent of the Tenant, sell such property and hold the proceeds of sale, after deducting the costs and expenses of removal, storage and sale reasonably and properly incurred by it, to the order of the Tenant.

9.9.2 The Tenant indemnifies and shall keep indemnified the Landlord against any liability incurred by it to any third party whose property has been sold by the Landlord in the bona fide mistaken belief (which is to be presumed unless the contrary be proved) that it belonged to the Tenant and was liable to be dealt with as such under this Sub Clause.

9.10. Parking

9.10.1 The Landlord makes no warranties as to the availability or suitability or availability of parking spaces for the Premises. It is the Tenant's responsibility to agree with the Landlord or the Roads and Transport Authority (as applicable), suitable parking arrangements. Except where parking is arranged through the Roads and Transport Authority the Landlord may record the parking arrangements in a separate license between the Parties.

9.10.2 The Landlord shall not be liable for any damage to vehicles, person or property sustained in the parking areas and the Tenant shall indemnify the Landlord against any costs, claims or liabilities sustained through the Tenant's use or the use by any of the Tenant's employees or invitees of the parking spaces and parking areas.

9.11. Notices

Any notice, communication or demand to be given or made by or to the Landlord or the Tenant under this Lease shall be in writing and shall be delivered personally or sent by registered mail, courier, email or by fax, to the party due to receive such notice at its address set out in Lease Details (or such other address as either party may advise the other in writing) and in the case of service by the Landlord may be served on the Tenant at the Premises. Any such notice, communication or demand given or made by registered mail shall be deemed to have been received seven (7) days after the date of posting, or in case of hand delivery upon written acknowledgement of delivery made by or on behalf of the party to whom the notice was addressed or when left at the address aforesaid or in the case of a courier upon written acknowledgement of delivery made by or on behalf of the party to whom the notice was addressed, or in the case of a fax transmission upon receipt of a valid transmission report or in the case of email upon confirmation (electronic or otherwise) that the same has been received.

9.12. Waiver

No waiver of any default of the Landlord or the Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by the Landlord or the Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

9.13. Headings

The headings used in these Lease Terms are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of the Lease.

9.14. Successors

The provisions of these Lease Terms shall extend to and be binding upon the Landlord and the Tenant and their respective legal representatives, successors and permitted assigns.

9.15. Consent

The Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

9.16. Governing Law

This Lease shall be governed by and construed in accordance with the laws and regulations in force from time to time in the Zone (where applicable) and in the Emirate of Dubai.

9.17. Arbitration

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the provisions set forth under the DIAC Arbitration Rules which Rules are deemed to be incorporated by reference into this Clause, and:

9.17.1 the number of arbitrators shall be one (1);

9.17.2 the seat, or legal place, of arbitration shall be Dubai, the United Arab Emirates; and

9.17.3 the language to be used in the arbitration shall be English.

9.18. Language

This Lease has been negotiated and drafted in the English language. In the event of any dispute resolution, litigation or other formal process, the English text shall prevail over any translation and be conclusive in any questions as to the meaning or interpretation thereof.

9.19. Construction and Interpretation

9.19.1 Section and clause headings are for ease of reference only and do not affect the interpretation of this Lease.

9.19.2 Words importing the singular are to include the plural and vice versa.

9.19.3 Any law or decree or any section of any law or decree will be deemed to include reference to any modification or re-enactment thereof for the time being in force and all instruments, orders, regulations, by-laws, permissions and directions at any time made thereunder.

9.19.4 The terms "hereof" "herein" "hereby" "hereto" and similar words refer to these entire Lease Terms and not to any particular Clause or Schedule or any other subdivision of this Lease.

9.19.5 The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases of like import.

9.19.6 All dates herein shall be construed with reference to and in accordance with the Gregorian calendar.

9.20. Final Agreement

This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof.