



Services Agreement

THIS SERVICES AGREEMENT is made between:

- (1) **Dubai Multi Commodities Centre**, established by virtue of Law No. 4 of 2001 issued in the Emirate of Dubai and situated at P.O. Box 48800, Almas Tower, Jumeirah Lakes Towers, Dubai, United Arab Emirates (**DMCC**); and
- (2) **[Insert name of Company]**, a **[insert type of company]** with Commercial Trade Licence No. **[Insert Trade Licence No.]**, incorporated in the United Arab Emirates and having its registered address at **[Insert registered address]** (**Consultant**),

each a **Party**, and together the **Parties**.

BACKGROUND

- A DMCC wishes to encourage, attract and increase the number of registered companies through Consultant. Increase the number of registered companies referred through Consultant. Motivate and strengthen relationship with the Consultant.
- B **[Insert Party]** **[Insert background details identifying rationale for second party entering into agreement and intended purpose of its commitment e.g. activities to be performed under this Agreement which are within its expertise]**.
- C This Agreement sets out the terms and conditions upon which the Consultant will provide the Services to DMCC.

1. Definitions and Interpretation

(a) Definitions

Unless otherwise specified, any capitalised terms used in this Agreement have the meanings set out below:

Agreement means this services agreement and includes the Schedules.

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with, a Party.

Applicant means an individual or company, capable of setting up a DMCC company in accordance with DMCC's criteria, including a Key Accounts Company, as may be amended from time to time.

Authority means 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 Services, the Consultant or this Agreement, including DMCCA.

Business Day means any day that is not a Friday, Saturday or a declared public holiday in the Emirate of Dubai.



Client means the Dubai Multi Commodities Centre, established by virtue of Law No. 4 of 2001 issued in the Emirate of Dubai and situated at P.O. Box 48800, Almas Tower, Jumeirah Lakes Towers, Dubai, United Arab Emirates.

Civil Code means the United Arab Emirates Federal Law No. 5 of 1985 regarding the Civil Transactions Law.

Commencement Date means the date set out at Item 2 of the Schedule of Details.

Confidential Information has the meaning given to it in clause 19.

Consultant means the Party described in Item 1 of the Schedule of Details must be a company based in the UAE with a valid company trade license, whose main business is to:

- (a) provide assistance company set up and registration; or
- (b) provision of secretarial, administrative or other related services.

Consultant Material means all documents, information and materials provided by Consultant relating to the Referrals and the supply of Consultant Services, including accounting and financial information, data and reports, new business, ongoing business, and a calculation as to the charges payable to DMCC under the terms of this Agreement.

Dispute has the meaning given to that term in clause 24(a).

DMCC Company means a company maintaining a DMCC License which is authorised to operate within the DMCC Free Zone under the DMCC Regulations.

DMCC Free Zone means the free zone of DMCC, established pursuant to Law No. 4 of 2001 and by virtue of Decision No. 4 of 2002 on Establishing The Dubai Commodities and Metals Centre issued in the Emirate of Dubai.

DMCC Licence means a licence which has been issued by DMCC in respect of a DMCC Company.

DMCC Regulations means all rules or regulations, directives and other orders, by-laws, codes of practice and other subordinate legislation of DMCCA as may be amended from time to time.

DMCCA means Dubai Multi Commodities Centre Authority, established by virtue of Law No. 4 of 2001 issued in the Emirate of Dubai, which authority has governance over the DMCC Free Zone.

Effective Date means the last date of signature of this Agreement by the Parties.

Fees means together the Referral Fee, the Key Accounts Fee and the Physical Office Fee (as applicable) payable pursuant to the terms of this Agreement and as more particularly described in Schedule 3 (Fees), which may be amended from time to time.

First Payment Date means payment of any Fees that have properly accrued which shall take place on 30 June 2018.

Item means an item listed in the Schedule of Details.

Intellectual Property Rights means patent, copyright and related rights, trademarks, trade names, service marks and domain names, goodwill, rights to sue for passing off, design rights, database rights, and any other intellectual property rights such as know-how, trade secrets or inventions, in each case whether or not patentable or registered, and including all applications or rights to apply for such rights and all similar or equivalent rights or forms of protection which subsist now or shall subsist in the future in any part of the world.

Key Accounts Company means an Applicant that meets the following criteria, which may be amended by DMCC from time to time:

- (a) a publicly listed company: A company that has issued securities through an initial public offering (IPO) and is traded on at least one stock exchange; or
- (b) a government owned company: A company that is fully-owned or semi-owned by a government entity; or
- (c) part of the Top 100 Global Brands List: a company which is listed on a reputed list, for example Forbes or Interbrand. The company must be global, have successfully grown beyond geographic and cultural boundaries, have expanded across the established economic centres of the world, or establishing a presence in the major emerging markets; or
- (d) listed in the most recent Fortune / Global 500: a company which is listed on an annual list of the 500 largest companies compiled by FORTUNE magazine; or
- (e) a One JLT tenant: a company that has signed a lease to occupy space in the tower known as One JLT situated in the DMCC Free Zone.

Key Accounts Fee has the meaning given to that term in Schedule 3.

Laws means all legislation (including the Civil Code), decrees, resolutions, acts, statutes, ordinances, rules or regulations, directives and other orders, treaties, by-laws, codes of practice and other subordinate legislation, of any Authority.

Payment Date means the First Payment Date and the Second Payment Date or both together, as the case may be.

Physical Office Fee has the meaning given to that term in Schedule 3.

Referral means the referral of an Applicant by the Consultant to DMCC who has:

- (a) not already been registered on the DMCC online portal or initiated enquiries to set up a DMCC Company previously within the preceding six (6) months to the referral;
- (b) been registered by the Consultant and designated as a Referral on the DMCC online system, or notified to DMCC by email informing DMCC that a Referral has been made, prior to completion of the initial enquiry stage.



(c) completed all the application requirements and approvals in order to set up a DMCC Company and paid any associated fees; and

(d) been issued a DMCC Licence.

Referral Fee has the meaning given to that term in Schedule 3.

Schedule means a schedule to this Agreement.

Schedule of Details means the schedule of details set out at Schedule 1 to this Agreement.

Second Payment Date means payment of any Fees that have properly accrued which shall take place on 31 December 2018.

Services means the services the Consultant is to perform as set out in Schedule 2, which services may be amended from time to time in accordance with clause 16.

Target means five (5) Referrals of either an Applicant or a Key Accounts Company in any one year period, during the Term.

Term means the period commencing on the Commencement Date and expiring on the Expiry Date unless terminated prior to the Expiry Date.

(b) **Interpretation**

Unless the context requires otherwise, the singular includes the plural and vice versa, reference to a gender includes all genders, reference to a 'person' includes a natural person, company, body corporate or other form of legal entity, and reference to 'including' and 'includes' is to be read as if followed by 'without limitation'.

2. Nature of Agreement

(a) In consideration of the Consultant providing the Services in accordance with this Agreement, DMCC shall pay the Consultant the Fee.

(b) The Fee shall not be subject to any adjustment in respect of rise or fall in the cost of the Services or any other matters affecting the cost of execution of this Agreement.

3. Acceptance

This Agreement shall be deemed to be accepted by, and shall be binding on, the Consultant on the Effective Date.

4. Consultant's Obligations

(a) The Consultant acknowledges and agrees that DMCC is relying upon the Consultant's advice, skill and judgment in the performance of the Services.

(b) The Services include all services which, although not expressly mentioned in this Agreement, are necessary for the diligent performance of the Services and in accordance with this Agreement.



- (c) The Consultant shall ensure that the Services:
 - (i) are performed in a timely and efficient manner and in accordance with that degree of skill, diligence, speed, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced Consultant performing services of a similar nature, size and complexity as the Services;
 - (ii) are performed by suitably qualified and competent personnel in accordance with this Agreement, all Laws and the sound standards, principles and practices which are recognised and generally accepted in the industry as appropriate for use in works of a similar size and scope as the Services; and
 - (iii) are performed such that the Services and any products of the Services are free from any defects and fit for the purpose intended.
- (d) The Consultant shall be responsible for procuring and maintaining all permits and licences necessary to perform its obligations under this Agreement.
- (e) The Consultant acknowledges that the qualification of a Referral and calculation for Referrals in respect of the Target shall be determined in DMCC's sole discretion.

5. Warranties

The Consultant warrants to DMCC that it:

- (a) it shall procure and maintain all necessary resources, facilities, personnel training and equipment in order to perform the Services and to discharge any other obligations of the Consultant under this Agreement;
- (b) has, or will be able to obtain, all permits and licences necessary to perform its obligations under this Agreement;
- (c) shall ensure that the Services comply with this Agreement;
- (d) acknowledges and agrees that no warranty is given by DMCC or any third party that any information made available to the Consultant is correct, complete, relevant, accurate or fit for purpose.

6. Indemnity and Exclusion of Consequential Loss

- (a) The Consultant shall indemnify DMCC and its Affiliates on demand against any and all claims, damages, losses, costs and expenses (including legal fees and expenses) arising out of any:
 - (i) loss or damage to property (including the property of DMCC);
 - (ii) sickness, personal injury or death; and
 - (iii) any claim made against DMCC by third parties in connection with the Services,



in each case arising out of or as a consequence of providing the Services by the Consultant, but the Consultant's liability to indemnify DMCC shall be reduced proportionally to the extent that an act or omission of DMCC directly contributed to the loss, damage, death or injury referred to in this clause 6.

- (b) Neither Party shall be liable to the other Party for loss of use of the Services, loss of profit, loss of any Agreement or for any indirect or consequential loss or damage that may be suffered by the other Party arising under or in connection with this Agreement.

7. Assignment

- (a) The Consultant shall not, without the prior written consent of DMCC and except on such terms as are agreed in writing by DMCC, assign or subcontract this Agreement or any part of it or any payment or other right or benefit or interest arising from, or related to, this Agreement.
- (b) DMCC shall be permitted to assign this Agreement to any person at any time without the Consultant's consent upon giving notice to the Consultant. The Consultant shall provide any notice or acknowledgment of the same requested by DMCC.

8. Insurance

- (a) The Consultant shall be responsible for effecting and maintaining insurance in respect of its obligations under this Agreement until the Consultant has satisfied all of its obligations under this Agreement in full.
- (b) Without limitation to clause 8(a), the Consultant shall maintain insurances as required by law and any other insurances as would be taken out by a competent and experienced Consultant performing Services of a similar nature as the Services for the performance of Services to meet the obligations of the Consultant under this Agreement.
- (c) The Consultant shall provide DMCC with a copy of all applicable insurance policies and copies of all cover notes, renewal policies and other documentation relating to such insurance as are reasonably requested by DMCC promptly and in any event, no later than five (5) days after the Effective Date. No payment shall be due to the Consultant pursuant to clause (f) unless the Consultant has complied with this clause 8(c).

9. Term

The Consultant shall commence performance of the Services on and from the Commencement Date and during the Term.

10. Payment and Invoice

- (a) The currency for any payments shall be United Arab Emirates Dirhams.
- (b) Unless expressly stated otherwise, the Fees are agreed by the Consultant as fixed prices for satisfactory performance of the Services in accordance with this Agreement.
- (c) The Fees includes any costs for royalties, licence fees, interest, finance costs and charges, and all expenses.



- (d) It is acknowledged by the Parties that a value added tax (**VAT**) is to be implemented in the UAE. To the extent that any amount of the Fees which is payable after the implementation of the relevant VAT law is subject to the application of VAT law, then the Consultant will be responsible for paying such VAT.
- (e) The Consultant shall invoice DMCC for any relevant Fees, together with any supporting documentation required by DMCC, in respect of each successful Referral.
- (f) Subject to the satisfaction of all conditions to payment identified in this Agreement, DMCC shall pay the Consultant's invoice (or the undisputed amount of that invoice if any part of the invoice is disputed) on a Payment Date after receipt by DMCC of the invoice and any supporting documentation required by DMCC.
- (g) Payment shall not operate as a waiver of any of DMCC's rights under this Agreement.

11. Set Off

Any amounts payable by the Consultant to DMCC may at DMCC's option be set off and deducted from amounts payable by DMCC to the Consultant pursuant to this Agreement.

12. Intellectual Property Rights

- (a) Each Party warrants to the other Party not to use, reproduce, adapt, exhibit, advertise or display the Intellectual Property Rights of such other Party for any reason or purpose other than for the performance of the Services, or a Party's obligations pursuant to this Agreement, without the prior written consent of such other Party.
- (b) All Intellectual Property Rights belonging to a Party prior to the Effective Date shall remain vested in that Party.

13. Default and termination

(a) Remedy Notice

If a Party considers that the other Party is in breach of this Agreement, that Party may give the other Party a notice requiring the other Party to make good the breach within a specified reasonable time (or if no date is specified, within ten (10) business days from the date of the notice).

(b) Termination by Either Party

If:

- (i) a Party fails to comply with a notice issued under clause 13(a); or
- (ii) a Party becomes insolvent, any voluntary or involuntary petition in bankruptcy or corporate reorganisation is filed against a Party, a receiver is appointed over any of the assets of a Party, any liquidation proceedings (or any equivalent or analogous proceedings by whatever name known) are commenced by or against a Party,



the other Party may give notice to the first Party terminating this Agreement, which termination shall take effect from the date of termination stated in the notice.

(c) Termination for Convenience

Notwithstanding any other provision of this Agreement, DMCC may, at its sole discretion and without giving any reason, terminate this Agreement by giving 30 (thirty) days' prior written notice to the Consultant, which termination shall take effect from the date of termination stated in the notice.

(d) Consequences of Termination

(i) Upon any termination of this Agreement, upon request by DMCC, the Consultant shall take immediate action to cease and demobilise from performing the Services in an orderly manner and shall:

- (A) deliver to DMCC all In-put Material, DMCC's Documents, Consultant's Documents and all other documents (including, but not limited to, correspondence, lists of clients or customers, plans, drawings, accounts and other documents of whatsoever nature and all copies thereof, whether on paper, computer disc or otherwise) made, compiled or acquired by them during the term of this Agreement and relating to the Services and/or the business or affairs of DMCC or its customers, or suppliers and any other property of DMCC which is in their possession, custody, care or control;
- (B) irretrievably delete any information relating to the business of DMCC stored on any magnetic or optical disc or memory and all matter derived from such sources which is in their possession, custody, care or control outside the premises of DMCC; and
- (C) confirm in writing and produce such evidence as is reasonable to prove compliance with their obligations under this clause 17.4.

(ii) If this Agreement is terminated under clause 17.3, the Consultant shall be entitled to be paid a sum not exceeding any amount of the Fee due and unpaid under the Agreement as at the date of termination.

(iii) Each Party consents to the other Party's entitlement to terminate this Agreement:

- (A) in accordance with the meaning of mutual consent as contemplated by Articles 218, 267 and 892 of the Civil Code; and
- (B) without the need to obtain a court order in accordance with Article 271 of the Civil Code.

This does not prejudice the right of the Party receiving notice of termination to challenge the other Party's right to serve that notice, but if a court or tribunal determines that the Party serving the notice was entitled to serve it, then termination shall be effective from the date determined in accordance with this clause 17, and not from the date of the court or tribunal's decision.



(e) Rights and Remedies

(i) If any Services are not performed or delivered in accordance with any terms of this Agreement, DMCC shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

- (A) to refuse to accept the provision of any further Services by the Consultant;
or
- (B) to require the Consultant, without charge to DMCC, to carry out such additional work as is necessary to correct its failure; and
- (C) in any case, to claim such damages as it may have sustained in connection with the Consultant's breach (or breaches) of this Agreement not otherwise covered by the provisions of this clause (e).

(ii) The rights and remedies under this Agreement may be exercised as often as necessary and are cumulative and not exclusive of any rights or remedies provided by Law.

14. Entire Agreement

- (a) This Agreement and its schedules constitutes the entire agreement between the Parties regarding the subject matter and supersedes and extinguishes all prior arrangements, representations, communications, negotiations, agreements and Agreements (whether written or oral) made between or entered into between the Parties on or before the date of this Agreement.
- (b) Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

15. Costs

Unless otherwise provided for in this Agreement or agreed in writing by the Parties each Party shall pay its own costs (or its share of the costs jointly incurred by the Parties) in connection with the negotiation, preparation, execution and performance of this Agreement.

16. Amendment

This Agreement may only be amended or modified by a written document, signed by both Parties.

17. Notices

- (a) A notice given to a Party under or in connection with this Agreement:
 - (i) shall be in writing and in English;
 - (ii) shall be signed by or on behalf of the Party giving it;

- (iii) shall be sent to the Party for the attention of the contact and at the address, or email address listed in Item 4 of the Schedule of Details;
- (iv) shall be sent by a method listed below; and
- (v) unless proved otherwise, is deemed received as set out in this clause 17 if prepared and sent in accordance with this clause.

(b) This table sets out:

- (i) delivery methods for sending a notice to a Party under this Agreement; and
- (ii) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the above provisions,

Delivery method	Deemed delivery date and time
Delivery by hand	On signature of a delivery receipt
Delivery by courier	The time shown on the courier's delivery receipt
Email	If transmitted on a Business Day before 5:00pm, on that day, or in any other case on the Business Day after the day on which it is transmitted

(c) For the purpose of this clause 17 and calculating deemed receipt:

- (i) all references to time are to local time in the place of deemed receipt; and
- (ii) if deemed receipt would occur in the place of deemed receipt on a Friday or Saturday or a public holiday in the United Arab Emirates, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

(d) This clause 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.

18. Severability

- (a) If the enforcement or operation of any provision of this Agreement is prohibited by Law or if any provision of this Agreement is under the Law rendered void, invalid or unenforceable, such prohibition, voidness, invalidity or unenforceability shall not affect the validity or enforceability of the rest of that provision or any other term of this Agreement.
- (b) If any provision of this Agreement is determined to be invalid or unenforceable, the Parties will negotiate in good faith to agree upon a substitute provision to carry out the purpose and intent of the invalid or unenforceable provision.



19. Confidentiality

- (a) Each Party shall keep confidential and shall not, without the written consent of the other Party (such consent not to be unreasonably withheld), disclose to any other party the terms of this Agreement or any documents or other information furnished directly or indirectly by the other Party in connection with this Agreement (collectively referred to as **Confidential Information**).
- (b) Each Party may disclose Confidential Information during the term of this Agreement:
 - (i) if and to the extent such disclosure is required by Laws,
 - (ii) pursuant to any order or direction of any court of competent jurisdiction or any competent judicial governmental, regulatory or supervisory body; or
 - (iii) as necessary to comply with its obligations under this Agreement provided that the Party ensures the recipient is made aware of and complies with this confidentiality obligation as if the recipient was a party to this Agreement and that recipient may not further disclose the Confidential Information.

20. No Waiver

- (a) No waiver by either Party of any default or defaults of the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character or shall be effective unless in writing duly executed by a duly authorised representative of such Party.
- (b) No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by Law nor time or other indulgence granted by one Party to the other Party for the performance of the terms and provisions of this Agreement shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

22. Counterparts

This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

23. Governing Law

This Agreement shall be governed by the laws of the Emirate of Dubai and the laws of the United Arab Emirates as applicable in the Emirate of Dubai.

24. Dispute Resolution

- (a) If any dispute, claim, controversy or difference between the Parties arises out of or in connection with this Agreement, including any question regarding its existence, validity,



interpretation or termination (**Dispute**), then the Parties shall use their best endeavours to settle the Dispute. If the Parties do not reach a solution within a period of thirty (30) days, then the Dispute shall be finally settled by the courts of the Dubai International Financial Centre.

- (b) Unless otherwise agreed by the Parties, the Parties shall continue to perform their respective obligations under this Agreement notwithstanding any reference of a Dispute to the courts of the Dubai International Financial Centre under this clause 24.

25. Survival

Clauses 1, 5, 8, 11, 12, 17, 19, 23, 24, and this clause 25 shall survive the expiration or termination of this Agreement.

SCHEDULE 1

SCHEDULE OF DETAILS

Item No.	Information (and clause reference)	Details
1.	Consultant	[Insert name and address of Consultant]
2.	Commencement Date	1 January 2018
3.	Expiry Date	31 st December 2018
4.	Notices	<p>Client</p> <p>Attention: [Insert name] Position: [Insert position] Address: [Insert address] Email: [Insert]</p> <p>Consultant</p> <p>Attention: [Insert name] Position: [Insert position] Address: [Insert address] Email: [Insert]</p>



SCHEDULE 2

Services

The Consultant shall:

No	Responsibility
1.	Provide Referrals to DMCC.
2.	Promote DMCC Free Zone to their clients
3.	Explain DMCC Free zone company formation process to clients, and advise them as to the most suitable DMCC Free Zone registration type, license, business activity and package for their business plan related to business set-up
4.	Assist clients in completing application forms for the registration and licensing of new setups
5.	Invite DMCC where appropriate to events, trade missions and conferences organized.



SCHEDULE 3

Fees

The Fee for provision of the Referrals to DMCC shall be calculated as follows:

1. DMCC shall pay to the Consultant a referral fee of AED 2000 for each Referral (the **Referral Fee**).
2. DMCC shall pay to the Consultant an additional fee of AED 3000 for each Referral of a Key Accounts Company (the **Key Accounts Fee**).
3. Subject to achieving the Target, DMCC shall pay to the Consultant an additional fee for each Referral which takes physical office space in the DMCC Free Zone an amount of AED 1000 (the **Physical Office Fee**).
4. The Referral Fee and the Physical Office Fee shall only be payable by DMCC to the Consultant once the Target has been achieved.
5. Once the Target has been achieved, the Referral Fee, the Key Accounts Fee and the Physical Office Fee shall be payable each time such fee is incurred.
6. The Key Accounts Fee shall be payable to the Consultant regardless of whether the Target has been met.
7. Payment of the Referral Fee, the Key Accounts Fee and the Physical Office Fee shall take place on the First Payment Date and the Second Payment Date.
8. The Fees paid to the Consultant by DMCC shall be in respect of all Consultant Services provided pursuant to a Referral.