



OCCUPANCY AGREEMENT

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AGREEMENT DETAILS

Effective Date	19-Jun-2023
Company	JSR ENTERPRISE LLC
Licence Number	2324458.01
Facility Type	Shared Desk
Registered Address	Shams Business Center, Sharjah Media City Free Zone, Al Messaned, Sharjah, UAE.
Commencement Date	19-Jun-2023
Expiry Date	18-Jun-2024
Fees	AED 3,500
Deposit	AED 0

1. DEFINITIONS

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

AED means United Arab Emirati Dirhams;

Authority means the Sharjah Media City Free Zone Authority established in the Emirate of Sharjah pursuant to Emiri Decree No. 11 of 2017;

City means the Sharjah Media City Free Zone Authority established in the Emirate of Sharjah pursuant to Emiri Decree No. 11 of 2017;

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

Agreement means this **Occupancy Agreement** including its appendices;

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

Regulations means the prevailing Sharjah Media City Free Zone Authority Companies and Licensing Regulations, the Sharjah Media City Free Zone Authority Real Estate Regulations and all other regulatory instruments promulgated by the Authority;

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



Shams means Shams Customer Servicing LLC incorporated on 23-Feb-2017 in Sharjah Media City Free Zone under Licence Number: 0217002/1;

Facility means the wireless internet and workspace facilities detailed and identified in **AGREEMENT DETAILS** and provided by Shams to the **Company**;

UAE means the United Arab Emirates.

2. AGREEMENT

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

Approved for and on behalf of **Shams** by its authorised representative

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

وثيقة إلكترونية معتمدة ومصدرة بدون توقيع من مدينة الشارقة للإعلام (شمس). لمراجعة صحة البيانات الواردة يرجى زيارة الموقع التالي

Approved electronic document issued without signature by Sharjah Media City (**Shams**). To verify the license kindly visit:

<https://portal.shams.ae/web/mydocuments/dc/168715068277?d=TIRnM01qRT0=>



APPENDIX 1 TERMS AND CONDITIONS

1. Fees

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

2. Late Payments

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

3. License

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

4. Use of Facility

- 4.1. The **Company** shall be entitled to use the **Facility** for a maximum of 40 working hours per month.
- 4.2. The **Company** is required to pre-book usage of the **Facility** with **Shams**.
- 4.3. The **Facility** will be allocated subject to time and location availability.
- 4.4. Unoccupied bookings shall be counted towards hours of usage.
- 4.5. The usage of any fraction of an hour will be considered as one hour.
- 4.6. Unused hours cannot be carried forward to other months
- 4.7. The **Company's** rights to access and use the **Facility** shall be in

accordance with the type of the **Facility** specified in the **Agreement**.

- 4.8. The **Facility** may be for use in common with other users.
- 4.9. The use of the **Facility** shall include only the use of wireless internet access and a workstation.
 - 4.9.1. The **Company** shall only access websites which do not breach the telecom policies, directives and laws of the UAE. **Shams** may withhold internet access to **Company** and the **Representatives** if there is any infringement or illegal use of the wireless internet facility.
 - 4.9.2. **Shams** will not be responsible or bear any liability for any data loss, hacking, protection or security arising out of the use of the **Facility** wireless network.
- 4.10. Only the **Representatives** shall be permitted to access and use the **Facility**. The **Company** hereby undertakes and warrants that no person other than a **Representative** shall be given access to use the **Facility** without the prior written consent of **Shams**.
- 4.11. **Shams** (in its discretion) may restrict or suspend **Company's** access to any of the **Facility** (without liability or compensation) in the event of the **Company's** breach or non-observance of the **Agreement**.
- 4.12. Each location providing the **Facility** may specify its own "house rules" which the **Company** shall observe. The house rules may include, without limitation, matters such as opening and service hours.
- 4.13. Each location providing the **Facility** may provide additional services which the **Company** may (subject to availability) purchase (by direct payment or credits) according to the terms specified by **Shams**.
- 4.14. **Shams** has the right to take possession and destroy any abandoned belongings in the facility.
- 4.15. **Company** shall:
 - 4.15.1. only use the **Facility** for ordinary professional office use;
 - 4.15.2. observe all health and safety rules and notices at the locations providing the **Facility**;
 - 4.15.3. be responsible for maintaining the cleanliness of the facility; and
 - 4.15.4. ensure that all the properties and facilities therein are in good condition.
- 4.16. **Company** shall not:
 - 4.16.1. keep personal belongings in the facility after usage, or install any permanent fixtures in the facility;
 - 4.16.2. litter or cause any damage to the locations providing the **Facility** (including any furnishings and equipment);



- 4.16.3. remove any furnishings or equipment from the locations providing the **Facility**;
- 4.16.4. smoke or consume alcohol within the locations providing the **Facility**;
- 4.16.5. use the **Facility** or any locations providing the **Facility** in a manner contrary to any **Regulations** or laws of the City, the Emirate of Sharjah and the UAE;
- 4.16.6. use the **Facility** for activities other than the activities specified in its license;
- 4.16.7. use the **Facility** for any purpose which is noisy, offensive, dangerous, illegal, immoral or a nuisance or causes damage or disturbance to **Shams** or any other user of the **Facility** or **City**;
- 4.16.8. use the **Facility** for retail trading, display, assembly or packaging of any product or storage of any materials (goods, samples, files, folders, personal items);
- 4.16.9. use the **Facility** for any public or political meeting, public exhibition or public entertainment, show or spectacle or for similar;
- 4.16.10. use the **Facility** for residential purposes or allow any person to sleep in the locations providing **Facility** ;
- 4.16.11. display any signboards, stickers, paintings, posters, drawings or other advertising in the locations providing **Facility** or elsewhere throughout the **City** (unless the subject of a specific written permission from **Shams** or the **Authority**); and
- 4.16.12. bring into the locations providing the **Facility** any (a) combustible, explosive or dangerous substances (b) animals or pets of any kind;
- 4.17. The **Company** shall pay to **Shams** on demand compensation in respect of any damage or loss caused by the **Company** to locations providing **Facility** (including any furnishings and equipment) and to report any such damage or loss to **Shams** within 2 days.
- 4.18. **Shams** may inspect any part of the locations providing **Facility** at any time and without prior notice.
- 4.19. **Shams** shall not be liable for the loss of any the **Company's** possessions that may be lost or stolen at the locations providing **Facility** and the **Company** shall solely be responsible for adopting any such measures as it deems appropriate (such as obtaining insurance).
- 4.20. **Shams** shall not be liable for any loss of data due to the use of the network or technology facilities at the **Facility** and the **Company** shall solely be responsible for adopting such measures as it deems appropriate (such as backing up its data)
- 4.21. **Shams** does not make any representations as to the security of the network or technology facilities at the **Facility** and the **Company** shall solely be responsible for adopting such measures as it deems appropriate (such as encryption).

5. Renewal

- 5.1. This **Agreement** shall renew automatically upon the renewal of the **Company's** license, unless the **Company** notifies **Shams** in writing of such intention not to renew this **Agreement** one month prior to the expiry of this **Agreement**.
- 5.2. Any renewal of this **Agreement** shall be at the discretion of **Shams** and subject to the **Regulations**.

6. Termination

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

7. Amendment

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

8. Confidentiality

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

9. Representation

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



10. Severance

10.1. If any provision or part- provision of this **Agreement** shall is or becomes invalid, illegal or unenforceable, it shall be deemed modified in accordance with the Regulations and the laws of the City, the Emirate of Sharjah and the UAE to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this **Agreement**.

11. Deposit

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

12. Exemption from liability

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

12.2. **Shams** shall not be responsible for the loss of the **Company's** belongings.

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

13. Indemnity

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

- 13.1.1. any death or injury to **Company** or its personnel;
- 13.1.2. any loss or damage to the property of **Company** or its personnel; and
- 13.1.3. by reason of the act, omission or default of any third party

14. Variation and Waiver

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

14.2. A waiver by **Shams** of any right or remedy under this **Agreement** or by law is only effective if it is given in writing. Any such waiver shall apply only to the circumstances for which it is given and shall

not be deemed a waiver of any subsequent breach or default.

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

15. Rights and Remedies

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

16. Status of the Agreement

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

17. Nature of the Agreement

17.1. The **Facility** (including any furnishings and equipment) is and remain as **Shams'** property and in **Shams'** possession throughout the **Agreement**.

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

18. Notices

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

- 18.1.1. shall be in writing and in English;
- 18.1.2. shall be signed by or on behalf of the party giving it;
- 18.1.3. shall be:
 - 18.1.3.1 delivered by hand; or
 - 18.1.3.2 by e-mail; or
 - 18.1.3.3 sent by airmail or by reputable international overnight courier (if the notice is to be served by post to an address outside the country from which it is sent); and
- 18.1.4. is deemed received as set out in clause 18.4

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

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

- 18.3.1 the date (if any) specified in the notice as the effective date for the change; or
- 18.3.2 5 business days after deemed receipt of the notice of change.



- 18.4. Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause 18 have been satisfied):
- 18.4.1 if delivered by hand, on signature of a delivery receipt;
- 18.4.2 if delivered by e-mail, at the time the e-mail was received in the recipient's e-mail inbox;
- 18.4.3 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt.
- 18.5. This clause 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. Governing law and forum

- 19.1. This **Agreement** shall be governed by and construed in accordance with the **Regulations** in force from time to time in the **City** and the Emirate of Sharjah and the federal laws of the United Arab Emirates so far as they apply.
- 19.2. Any dispute or differences between **Parties** arising out of the **Agreement** shall be submitted to Sharjah Courts who shall have exclusive jurisdiction.

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