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المدينة العالمية للخدمات الإنسانية
INTERNATIONAL HUMANITARIAN CITY



International Humanitarian City Regulations

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Part 1. IHC Humanitarian Organizations and Commercial Entities

Common Regulations

Chapter 1. General Provisions

Section 1. Characteristics

Article 1. Title

These Regulations are to be referred to as the “International Humanitarian City Regulations”.

Article 2. Legislative and Amending Authority

These Regulations are made by the Authority and shall be amended from time to time as per the Delegation of Authority in force.

Article 3. Compliance

- a. The “International Humanitarian City Regulations” are issued in compliance with the Law No.1 of 2012 concerning the International Humanitarian City and its amendment (Law No. 18 of 2016).
- b. These Regulations are in compliance with Local and Federal Laws that shall be observed by the Authority as per the Law No.1 of 2012 and its amendment.

Article 4. Commencement and Application

- a. These Regulations come into force and effect on the first of January 2019.
- b. These Regulations apply to:
 - i. Branches of Local, International, Governmental, Non-Governmental and Non-Profit Organizations licensed in the Free Zone as well as United Nations Organizations, Agencies, and or Programs of the United Nations operating from the Free Zone (herein referred to as “Humanitarian Organizations”);
 - ii. FZLLC form of Commercial Companies incorporated and licensed in the Free Zone and branches of Commercial Companies licensed in the Free Zone (herein referred to collectively as “Commercial Entities”);

- iii. Individuals working in the Humanitarian Organizations and Commercial Entities including employees, visitors and contractors.
- c. These Regulations repeal and substitute and supersede the previous IHC General Rules and Regulations as well as the Licensing Regulations and the Registration Regulations adopted in 2013 in their entirety.
- d. Humanitarian Organizations and Commercial Entities working in the Free Zone must correct their legal status and documentation within 6 months from the commencement date of these Regulations, to be in compliance with the regulations applicable to each of them.
- e. These Regulations must be read in conjunction with any other regulations, policies, directives, circulars issued by the Authority as well as agreements executed between the Authority and the Humanitarian Organization and/or the Commercial Entity.

Article 5. Interpretations and Definitions

- a. The following listed capitalized terms and expressions shall have the meanings and the interpretations given below unless expressly mentioned otherwise:

Authority: the International Humanitarian City Authority governed by the Law No.1 of 2012.

Application: the formal request submitted to the Authority on the template provided by the Authority.

Applicant: the party submitting the Application.

Articles of Association (AOA): document containing essential provisions related to the governance, management and various activities of the FZLLC as originally passed or as lawfully amended from time to time.

Annual General Meeting: meeting of Shareholders which the FZLLC must hold within 12 months from the date of its incorporation and once every 12 months thereafter.

Bona Fide: acting with good faith, without intention to deceive.

CEO: Chief Executive Officer.

Commercial Company: An entity that is formed to conduct commercial activities in return of profit.

Commercial Entity: a branch of a Commercial Company or an FZLLC licensed by the Authority.

Commercial Applicant: a company and/or investors(s) wishing to establish a branch of a commercial company or an FZLLC in the Free Zone. Once licensed, the Commercial Applicant shall hereinafter be referred to as Commercial Entity.

Delegation of Authority: document that restricts the approval of specific acts or transactions to specific individuals.

Designated Zone: Any area specified by a decision of the Cabinet upon the recommendation of the Minister, as a Designated Zone for the purpose of the federal decree law no. 8 of 2017 on Value added tax.

DWC: Dubai World Central, also known as Al Maktoum International Airport.

Director: person managing and controlling the affairs of the FZLLC, including the Alternate Director or any person occupying the position of director by whatever name called.

Employee: any Employee of a Humanitarian Organization or a Commercial Entity authorized to work in the Free Zone.

Employment Agreement: a formal agreement that specifies the conditions of the relationship between an Employee and the Humanitarian Organization or Commercial Entity including the rights and responsibilities.

Extraordinary General Meeting: any meeting of FZLLC Shareholders, other than the Annual General Meeting.

Free Zone: the geographical area comprising the International Humanitarian City.

FZLLC: the Commercial Company incorporated, registered and licensed in the Free Zone.

Governmental Organization: an organization affiliated with a country's government and which contributes to, or participates in, cooperation projects, education, training or other humanitarian or progressive activities.

Humanitarian Organization: the Branch of Local, International, Governmental, Non-Governmental or Non-Profit Organization licensed in the Free Zone; or an Organization, Agency, Program or Fund of the United Nations operating from the Free Zone.

Humanitarian Applicant: Non-governmental, Governmental, International Non-Profit Organization, wishing to establish a branch in the Free Zone. Once licensed, the Humanitarian Applicant shall hereinafter be referred to as Humanitarian Organization.

IOI card: International Organization Identity card.

IHC: International Humanitarian City Free Zone.

International Organization: worldwide organization with an international membership, scope, or presence providing aid or assistance without discrimination as to nationality, race, religious beliefs, class or political opinions.

JAFZA: Jebel Ali Free Zone.

Labour Law: Federal Law No. 8 of 1980 on Regulation of Labour Relations and its amendments.

Law Enforcement Authorities: Federal and/or local government agencies responsible for the enforcement of the Federal or Local laws.

Lease: the lease agreement executed between the Humanitarian Organization or the Commercial Entity and the Authority.

License: the License issued by the Authority in favor of a Humanitarian Organization or a Commercial Entity.

Local and Federal Laws: Laws, decree laws, decrees, regulations or any regulatory document issued by the Government of Dubai and Government of the UAE.

Manager: the principle representative managing the day to day operations of the Humanitarian Organization or Commercial Entity in the Free Zone.

Memorandum of Association (MOA): document prepared in the formation and registration process of the FZLLC to define its relationship with the shareholders and other important elements as originally passed or as lawfully amended from time to time.

Non-Governmental Organization: private sector, voluntary and usually non-profit and non-sectarian organization that contributes to, or participates in, cooperation projects, education, training or other humanitarian, or progressive activities and which is recognized and duly registered as Non-Governmental Organization.

Non-Profit Organization: associations, charities, cooperatives, and other voluntary organizations formed to further cultural, educational, or humanitarian objectives.

Ordinary Resolution: resolution passed by a number of Shareholders holding over 50% of the shares represented at the meeting of the General Assembly.

Premises: open yard storages, offices, showrooms and warehouses existing in the Free Zone.

Property: workstations, offices and warehouses existing in the Free Zone.

Proxy: delegation of representation.

Register: register of Humanitarian Organizations or Commercial Entities maintained by the Authority.

Registered Office: workstations of business centre or offices registered pertaining to a Humanitarian Organization or Commercial Entity.

Regulations: IHC Free Zone Regulations.

Relevant Authority: authority delegated by the Government of Dubai or the Government of UAE to issue any authorization, license or approval in connection with any matter related to these Regulations or any other matter connected to the Free Zone.

RTA: Roads and Transport Authority.

Shares: portions of the Capital of FZLLC having the features described in the Chapter 2, Part 2 of these Regulations.

Shareholder: a natural or artificial person holding certain number of Shares in the FZLLC and whose name is entered in the Register.

Special Resolution: resolution passed by a number of Shareholders holding three quarters or more of the shares represented at the meeting of the General Assembly.

Sponsorship Agreement: the agreement executed between the Humanitarian Organization or Commercial Entity and the Authority to sponsor an Employee to be able to work in the Free Zone.

Sponsored Employee: employee of a Humanitarian Organization or Commercial Entity who is sponsored by the Authority pursuant to a Sponsorship Agreement executed between the Humanitarian Organization or Commercial Entity and the Authority; or an Employee of a UN Agency, Organization or Program who is sponsored by the Authority pursuant to a sponsorship undertaking executed between the UN Agency, Organization or Program and the Authority.

UAE: United Arab Emirates.

UN: the United Nations, an international organization founded in 1945 and made up of 193 Member States. The UN system is composed of the UN itself and many affiliated programmes, funds, and specialized agencies, all with their own membership, leadership, and budget.

UNCITRAL: The United Nations Commission on International Trade Law.

UNLP: United Nations laissez-passer, a travel document issued by the United Nations under the provisions of Article VII of the 1946 Convention on the Privileges and Immunities of the United Nations.

VAT: the value added tax as defined and imposed by the federal decree law no. 8 of 2017 on Value Added Tax.

Working Day: every day that is not a Friday, Saturday or public holiday declared for the Government sector in Dubai.

b. A reference to Commercial Entity in these Regulations is the collective reference to FZLLC (Commercial Company incorporated, registered and licensed in the Free Zone) as well as to the branch of Commercial Company licensed in the Free Zone.

c. A reference to Members or IHC Members in these Regulations is the collective reference to all Humanitarian Organizations and Commercial Entities operating from the Free Zone.

d. A reference to Applicant is the collective reference to Humanitarian Applicants and Commercial Applicants.

e. A reference to a particular law or regulation in these Regulations is a reference to that law or regulation as it is in force, taking account of any subsequent amendment and including any subordinate legislation made under it.

f. References in these Regulations to time periods are to be construed in accordance with the Gregorian calendar. Whenever these Regulations refer to a period of time, unless specifically referencing a Working Day, such period will include every calendar day, except that:

- i. When the last day of the period falls on a Friday or a Saturday, the period will end instead on the following Sunday; and
- ii. When the last day of the period falls on a Dubai public holiday for the Government sector, the period will end instead on the next day that is not a Dubai public holiday for the Government sector.

g. Unless the context otherwise requires, any reference in these Regulations to a “person” includes a reference to a natural person, and to a corporate body, limited liability company, association or partnership and to the legal or personal representatives, legal successors and lawful assigns of any such person.

h. A person who wishes to submit an original document or a photocopy of a document written in a language other than English or Arabic must also submit a notarized translation of that document in English or Arabic, prepared by a translation service acceptable to the Authority.

i. In the event of any inconsistency in these Regulations or between these Regulations and any other applicable law or regulation (whether issued by the Authority or otherwise), the Authority will determine the correct interpretation and each Humanitarian Organization or Commercial Entity shall be so bound.

j. Annexes shall make an integral part of these Regulations and shall be read with them.

Article 6. Waiver

Waiver of any requirement or obligation set out in these Regulations shall be in the discretion of the Authority and must be issued in writing by the authorized person in order to be effective.

Article 7. Non-Exclusivity

These Regulations are not exclusive and other rules, procedures, standards and policies might be issued from time to time. The rules, procedures, standards, and policies issued by the Authority pursuant to these Regulations shall be considered part of these Regulations and shall be read with them.

Section 2. The Registrar

Article 8. Appointment and Designation

The Registrar shall be appointed by the CEO of the Authority. The Registrar shall be responsible for the functional role of the Registrar and shall carry out the powers and duties conferred to him by these Regulations and any other authorization matrix defining his roles and responsibilities.

Article 9. Powers and Duties of the Registrar

The Registrar shall have the following powers and duties:

- i. Managing and updating the Register of Humanitarian Organizations and Commercial Entities at the Authority;
- ii. Ensuring compliance to the Free Zone Regulations by Humanitarian Organizations and Commercial Entities;

- iii. Ensuring the execution of tariffs, fines and penalties and maintaining proper record of the register related to financial activities;
- iv. Providing comprehensive reports, statistics and analysis every quarter;
- v. Providing a full comprehensive yearly report with recommendations for adoption;
- vi. Performing any other duties as directed by the Authority's Board of Directors and CEO or as requested under these Regulations.

Chapter 2. Registration and Licensing

Section 1. Eligibility to Apply for a License

Article 10. Eligibility to Apply for a Humanitarian Organization License:

Any Non-Governmental, Governmental, International, or Non-Profit Organization wishing to apply for an IHC Humanitarian Organization License should be validly registered and incorporated in a jurisdiction outside the UAE or inside the UAE.

Article 11. Eligibility to Apply for a Commercial Entity License:

Any Commercial Company wishing to apply for an IHC Commercial Entity License should be one of the following:

- i. A Commercial Company validly registered and incorporated in a jurisdiction outside or inside the UAE, in this case it would be eligible to apply for a branch of Commercial Company License;
- ii. A Commercial Company incorporated pursuant to "IHC FZLLC Special Regulations" (part 2 of these Regulations), in this case it would be eligible to apply for FZLLC License.

Section 2. Conditions of Licensing

Any Non-Governmental, Governmental, International, Non-profit Organization or Commercial Company wishing to hold an IHC License should complete the licensing application, satisfy the relevant criteria and hold a valid Lease.

Article 12. Completing the Licensing Application

Any Non-Governmental, Governmental, International, Non-Profit Organization or Commercial Company wishing to hold an IHC License should complete the licensing application provided by the Authority and submit the required documents.

Article 13. Satisfying the Relevant Criteria

a. Criteria to obtain a Humanitarian Organization License (branch) for Non-Governmental, Governmental, International or Non-Profit Organization:

- i. The Humanitarian Applicant should provide proof of having international presence and being operational and active in the international humanitarian arena; and
- ii. The Humanitarian Applicant should not be conducting or willing to conduct its activities in the UAE; and
- iii. The Humanitarian Applicant must be impartial, independent and neutral in delivering humanitarian assistance, regardless of religious, ethnic, racial or other consideration.

b. Criteria to obtain a Commercial Entity License (Branch of Commercial Company or FZLLC):

The Commercial Applicant must provide evidence on conducting business that is humanitarian related or that could be humanitarian related.

Article 14. Holding a Valid Lease

a. The Humanitarian Applicant and/or the Commercial Applicant should execute a valid Lease. Once licensed, the Humanitarian Organization or Commercial Entity must, at all times comply with the terms and conditions of each Lease.

b. Sub-leasing and sharing of any Property is not permitted in the Free Zone.

c. Without prejudicing the terms of any Lease, in the event a Humanitarian Organization or a Commercial Entity's License or Lease is terminated or expired, it is the responsibility of this Humanitarian Organization or Commercial Entity to ensure that the Property is fully vacated and returned to the Authority.

d. The Authority reserves the right to start the procedures deemed necessary to repossess any Property upon expiration or termination of the Humanitarian Organization or Commercial Entity's Lease and License, if such Lease or License is not renewed or cancelled as appropriate within the stipulated timeframe therein.

e. The Humanitarian Organization or Commercial Entity may rent storage area(s) within the UAE outside the Free Zone Premises, upon obtaining written consent from the Authority.

Section 3. Provisions Related to Grant or Refusal of License

Article 15. Considerations

a. In determining whether to grant or refuse an application for a License, the Authority takes into consideration the following:

- i. The details of the Humanitarian Applicant and its beneficial owners;
- ii. The details of those who own 5% or more of the Commercial Applicant;
- iii. Whether the Applicant and/or its beneficial owner(s) is listed in UN's or UAE's list of suspected terrorist organizations or individuals;
- iv. Whether the Applicant or its beneficial owner(s) is associated with any suspected or terrorist organizations or individuals.

b. In determining whether to grant or refuse a License, the Authority observes the UAE anti-money laundering and combating of terrorism financing system including the federal decree law No. 20 of 2018 concerning the anti-money laundering and combating the financing of terrorism and financing of illegal organizations, and the Cabinet Decision No. 10 of 2019 concerning the implementing regulation of the decree law No. 20 of 2018 and any other laws, regulations, circulars and instructions.

Article 16. Grounds to Refuse Granting License

The Authority shall refuse to grant a License in various cases, including but not limited to the following:

- i. In case the Authority suspects that the Applicant is closely linked to any suspected or terrorist organizations or individuals;
- ii. In case the Authority suspects that the Applicant is involved in money laundering practices;
- iii. In case the statements, information and/or documents submitted by the Applicant are false or misleading;
- iv. In case the Applicant has not met one of the conditions or criteria of Licensing.

Article 17. Further Actions Following the Refusal of Licensing

The Authority shall report suspicious Applications related to money Laundering and/or terrorist financing or financing illicit organizations to UAE Law Enforcement Authorities and/or to the Central Bank of the UAE.

Section 4. Provisions Related to the License Details

Article 18. Name of the Humanitarian Organization or Commercial Entity

a. No Humanitarian Organization or Commercial Entity shall be registered with a name that, in the opinion of the Authority, is undesirable.

b. The Humanitarian Organization or Commercial Entity shall not be permitted to be registered with a name which:

- i. Is identical to the name by which another Humanitarian Organization or Commercial Entity is already registered under these Regulations or so nearly resembles that name as to be likely to be deceiving;
- ii. Contains words which in the opinion of the Authority suggests or is likely to suggest the patronage of prominent local persons with no real connection, or connection with any Government or authority whether in the Free zone, the UAE or elsewhere; or contains the word "Dubai", "Emirates", "UAE", "municipal" or "chartered"; or any other name which the Authority shall from time to time describe as "sensitive";
- iii. Is contrary to the laws relating to protection of intellectual property rights under the UAE and any other laws.

c. If a Humanitarian Organization or a Commercial Entity, on its first registration with a new name is registered with a name which in the opinion of the Authority too closely resembles the name by which a Humanitarian Organization or a Commercial Entity in existence is already registered, or a name in respect of which the law applicable to intellectual property rights affords prior protection, the first mentioned Humanitarian Organization or Commercial Entity shall, with the approval of the Authority, change its name.

d. A Humanitarian Organization or Commercial Entity may by Special Resolution change its name. When a Humanitarian Organization or Commercial Entity has passed Special Resolution for change of name, it shall, within fourteen (14) days of the passing of Special Resolution and Authority approval, give notice of the said resolution by advertisement in a newspaper prescribed by the Authority. The Authority shall, on receipt of a certified copy of the Special Resolution and evidence of notice together with the applicable fees:

- i. Enter the new name on the Register in place of the former name;
- ii. Enter the effective date of the change of name in the Register;
- iii. Issue a change of name certificate evidencing the change of name; and

- iv. Issue an amended License with the changed name.

The change of name of a Humanitarian Organization or Commercial Entity shall not affect any of its rights or obligations, or render defective any legal proceedings by or against it, and any legal proceedings that might have been continued or commenced against it in its former name may be continued or commenced against it in its new name.

Article 19. Term of the License

The term of the License shall be for two (2) years starting from the date of the issuance of the License and ending on the date of expiry of the License.

Article 20. The Manager

a. Every Humanitarian Organization or Commercial Entity granted a License to provide activities in the Free Zone shall appoint a Manager, who shall be a natural person.

b. The Manager shall be the principle representative of the Humanitarian Organization or Commercial Entity in the Free Zone and shall represent it in all matters with the Authority.

c. The Manager is empowered to manage and conduct the day to day operations, business and affairs of the Humanitarian Organization or Commercial Entity. However, the Humanitarian Organization or Commercial Entity may, when applying for a License, regulate, limit or otherwise specify the extent of the powers of the Manager in representing it both inside and outside the Free Zone.

d. With the exception of UN Agencies, the Manager shall be sponsored by the Authority pursuant to the Sponsorship Agreement between the Humanitarian Organization or the Commercial Entity and the Authority. However, a Humanitarian Organization may appoint a volunteer who is not under the Authority's sponsorship as a Manager, provided the following conditions are met:

- i. He/she holds a valid UAE residency visa;
- ii. He/she obtains the required volunteering permit from the concerned authorities in Dubai.
- iii. The Humanitarian Organization provides the Authority with a no objection certificate from the volunteer's current sponsor allowing him/her to work as a volunteer for the Humanitarian Organization in the Free Zone;
- iv. The Humanitarian Organization issues an undertaking letter, in the form provided by the Authority from time to time;

- v. The Humanitarian Organization obtains the Authority's written approval on the appointment of the designated volunteer as Manager.
- e. The Humanitarian Organization or Commercial Entity shall give notice in writing to the Authority of the change of the Manager, and shall arrange with the Authority to modify the License accordingly, within a period of fourteen (14) days immediately following the change.
- f. The Authority may, by notice in writing served on any person who is or is to be a Manager of a Humanitarian Organization or Commercial Entity, require further information and documents, within a certain time as may be specified in the notice, for determining whether he/she is a fit and proper person to hold the position.

Article 21. Nationality of the Licensed Humanitarian Organization or Commercial Entity

- a. Each Humanitarian Organization and branch of Commercial Company shall hold the nationality of its existing headquarter.
- b. The FZLLC shall hold the UAE Nationality.

Article 22. The Category or Categories of Activities to be Undertaken by the Humanitarian Organization or Commercial Entity

The categories of activities and business to be undertaken by a Humanitarian Organization or a Commercial Entity shall be provided in the License Activity List updated from time to time (Annex 1).

Article 23. The Activity on the License

The activity(ies) on the License may be amended by adding new activity(ies) or removing existing activity(ies), by a written application from the Humanitarian Organization or Commercial Entity to the Authority, and at the Authority's discretion.

Article 24. Registered/ Local Address

- a. The Humanitarian Organization and/or Commercial Entity shall at all times have a Registered Office in the Free Zone to which all communications and notices may be addressed.
- b. A document served in relation to any matter under these Regulations may be served on the Humanitarian Organization or Commercial Entity by leaving it at the Registered Office of this Humanitarian Organization or Commercial Entity in the Free Zone.

Article 25. Other Matters

Other details may be included in the License such as any restrictions or conditions attached to the License, as may be specified by the Authority.

Chapter 3. Substantive Regulations for Operating in the Free Zone

This chapter sets the compliance duties and the procedures that must be followed by the Humanitarian Organizations and Commercial Entities operating in the Free Zone.

Section 1. Restrictions

Article 26. General Restrictions

- a. IHC license is valid for operations in the Free Zone only. The Humanitarian Organization or Commercial Entity, cannot operate outside the Free Zone using the License. The Humanitarian Organization or Commercial Entity wishing to operate outside the Free Zone shall do so subject to the applicable Local and Federal Laws.
- b. All activities must be in compliance with the Humanitarian Organization or Commercial Entity's License and restricted to the Property unless otherwise approved by the Authority.
- c. Manufacturing of any item is strictly prohibited within the Free zone unless written approval is obtained from the Authority in advance.
- d. The following goods are forbidden from entering into the Free Zone:
 - i. Flammable goods except fuels necessary for operations as permitted by the concerned Authority and any other dangerous goods that are part of humanitarian stocks;
 - ii. Radioactive materials;
 - iii. Arms, ammunition and explosives unless authorized by the Relevant Authorities;
 - iv. Goods infringing the laws of protecting commercial and industrial property.
- e. With the exception of food or beverages vendors specifically approved by the Authority, retail trading is permitted in the Free zone only after obtaining the written approval of the Authority on a case by case basis.

Article 27. Restrictions Related to Sales & Marketing

- a. Humanitarian Organizations and Commercial Entities cannot sell or market their products directly outside of the Free Zone. Any activity undertaken by the Humanitarian Organization or Commercial Entity outside of the Free Zone must be undertaken in accordance with the applicable Local and Federal Laws, and the Humanitarian Organization or Commercial Entity must obtain the approval of the Relevant Authority to undertake such activities.
- b. Potential customers may visit the Property of the Humanitarian Organization or Commercial Entity for the purpose of viewing goods.
- c. The restrictions in this article do not apply to trade exhibitions which are approved by the Relevant Authority in the UAE or the Emirate of Dubai. Humanitarian Organizations and/or Commercial Entities may themselves display and sell their products at such trade exhibitions in the same way as any other foreign company after getting the UAE or Dubai Relevant Authority's approval.
- d. Humanitarian Organizations and Commercial Entities are not allowed to produce any collateral that includes information or content related to the Authority or the Free Zone without obtaining approval from the Authority on the content to be produced or published.

Section 2. Health, Safety, Environment and Fire

Article 28. General Provisions

- a. Paved ground in front and behind warehouses and corridors, between offices of buildings and open areas, between plots of land, are not to be used for the placement or storage of equipment, waste, or other items.
- b. With the exception of food or beverages vendors specifically approved by the Authority, cooking is not permitted in any Property.
- c. The Humanitarian Organization or Commercial Entity who is using contractors within the Free zone should ensure that all contractors abide by the Authority's safety and security rules promulgated by the Authority from time to time.

Article 29. Reporting of Accidents or Serious Illness

In addition to contacting the relevant public emergency service, in the event of an Employee suffering any contagious illness or emergency medical condition occurred in the Free Zone, or an accident/ incident/ fire/ food poisoning etc., the Humanitarian Organization and/or Commercial Entity must:

- i. Immediately report the incident to the Authority;
- ii. Within two (2) Working Days of the illness or accident, present a written report to the Authority, in accordance with any procedures promulgated by the Authority from time to time, giving the Employee's name, identity number, address and nationality. The report must also include a brief account of the circumstances of the illness or accident and a note of any medical aid provided; and
- iii. Maintain records of any illness or accident adversely affecting any Employee.

Article 30. Waste Management

The Authority will be responsible for the provision of waste management services through an outsourced service provider, including the collection and disposal of domestic waste generated at the Premises of the Humanitarian Organizations and Commercial Entities. For this purpose, skips and pick-up services will be provided to the end users occupying offices, warehouses, open storage space etc.

Article 31. Fire Protection, Prevention and Emergency Control

a. The Authority shall implement appropriate fire preventive and fire control measures in accordance with any regulations and practices promulgated by the Authority from time to time.

b. Fire fighting personnel are authorized by the Authority to take full control of a fire fighting situation. Where a Humanitarian Organization's or a Commercial Entity's Property is unguarded, closed or locked, fire fighting personnel are authorized to make forced entry where there is reasonable doubt (including a subsequent false alarm discovery), and / or where failure to do so could result in significant losses to any Humanitarian Organization or Commercial Entity, the Authority or other third party.

c. The Humanitarian Organization and/or Commercial Entity shall cooperate and comply with the fire protection, fire prevention and emergency control measures taken by the Authority in accordance with the regulations and best practices issued by the local authorities.

d. Where there is threat of immediate, or actual, danger to health, safety or the environment, the Authority will issue a "prohibition notice", which requires the Humanitarian Organization and/or Commercial Entity to immediately cease all operations until such time as the required remedial action

has been implemented by the Humanitarian Organization and/or Commercial Entity, to the satisfaction of the Authority.

Section 3. Security

Article 32. General Provisions Related to Security

a. The Authority is responsible for the safeguard of personnel and property within the Free Zone area and for authorising all movement of vehicles and personnel in and out of the Free Zone. In the event of any Humanitarian Organization and/or Commercial Entity becoming aware of any fire, theft, or other violations of security, it shall immediately notify the Authority in the first instance. Where appropriate, the Authority shall in turn, notify or involve the Dubai Police or the Dubai Civil Defence, or any other Relevant Authority.

b. For security reasons, the Humanitarian Organization and/or Commercial Entity must inform the Authority in writing about any shift working arrangements outside of normal business hours.

c. Vehicles entering and exiting the Free Zone may be subject to a security check at the various entry and exit gates to the Free zone.

d. The Humanitarian Organization or Commercial Entity who leases any Property must ensure that a second key is lodged with the Authority, and in the event that locks are changed a second key for the changed locks must be lodged with the Authority.

e. Humanitarian Organizations and Commercial Entities must provide the contact details of their nominated Employee to the Authority, who shall be their point of contact in the event of fire, burglary or other incident.

f. For any serious traffic violation occurring within the Free zone, the Authority may notify the Dubai Police for them to take appropriate action. For minor offences not involving accidents, the Authority shall issue a warning to the offending driver and concerned Humanitarian Organization or Commercial Entity.

g. Firearms and weapons are strictly not allowed in the Free zone. Any violations will be notified to the Relevant Authority.

- h. Photography or video recording within the Free Zone are admitted only upon approval of the Authority.
- i. Traffic accidents or violations shall be reported to the Authority.

Article 33. Access Cards for Working in and Visiting the Free Zone

a. Humanitarian Organizations and Commercial Entities must obtain the following Access Cards for all Employees working, volunteering or interning in, or persons visiting, the Free Zone:

- i. Employee card for regular employees of Humanitarian Organizations and Commercial Entities.
- ii. Temporary Access Card for the use of Employees on missions, short-term, volunteers.
- iii. Visitor passes which are one day passes conditionally issued to visitors with access limited to designated floors.
- iv. VIP visitor pass. The Pass will be rendered available for VIP visitors, with prior notification (minimum 2 hours) to the Authority's security focal point, the CEO office and security in charge.
- v. Contractor pass issued for contractor staff with access and duration limited to services.

b. Any exception to the above procedures must be addressed to the CEO office of the Authority and the security in charge as recommended for the VIPs access.

c. Any Employee arriving at the Premises without access card can obtain a visitor card upon presentation of a valid identification document issued by Government authorities.

Valid Identification documents are considered to be those issued by official Government entities, having validity and reporting an expiry date. For avoidance of doubt, IOI Cards and UNLP are considered as identification document issued by official entities.

Section 4. Traffic Affairs

Article 34. Free Zone Roads

The roads in the Free Zone must be treated as public roads. A driver or operator of a vehicle or equipment, including those whose operations are confined to the Humanitarian Organization or Commercial Entity's Property, must be in possession of a valid driving license issued by the Roads and Transport Authority (RTA) and any other Relevant Authority, and suitable for the class of vehicle or equipment being driven or operated.

Article 35. Free Zone Parking Areas

Vehicles shall only be parked in the designated parking area; violators may be referred to the Law Enforcement Authorities.

Article 36. Licenses Requirements

Vehicles and mobile equipment's such as forklifts, high level access, etc. including those whose operations are confined to the Humanitarian Organization or Commercial Entity's Premises, need to be properly licensed by the RTA before they are put into use. Operators and drivers of such vehicles and equipment must be in possession of valid driving licenses issued by RTA suitable for the class of vehicles being driven.

Section 5. Insurance

Article 37. Third Party Liability Insurance

Humanitarian Organizations and Commercial Entities must obtain a third party liability (or public liability) insurance to cover against third party claims that may arise through death or personal injury or in respect of damage to property occasioned and for which the landlord is liable pursuant to any applicable laws.

Article 38. All Risks Insurance

Humanitarian Organizations and Commercial Entities must obtain all risks insurance to cover the internal fixtures and fittings of the Property and all other of the Tenant's assets contained at the Property at replacement value. All risks insurance of the "contents" of any Property shall be at the discretion of the Humanitarian Organization or Commercial Entity. The Authority will not be liable for any loss or damage to these contents, due to any reason whatsoever, including theft or natural calamities or resulting from any act or omission of the Authority.

Article 39. Workmen Compensation Insurance

Workmen compensation insurance to cover against claims that may arise in relation to the Sponsorship Agreement, in the amount of AED 500,000 per Employee, that covers every Employee and which covers injury and disability compensation and related medical expenses in accordance with both the Labour Law and the Sponsorship Agreement. The values listed in this Section must be for any single occurrence, and there shall be no limit in the insurance policy as to the number of occurrences.

Article 40. Evidence of Compliance to Insurance Duties

Humanitarian Organizations and Commercial Entities must provide the Authority with evidence that they have obtained the insurance policies detailed in articles 37, 38 and 39, within sixty (60) Working Days of their first License issue date or executing the first Lease or Sponsorship Agreement. In the case of renewal of any License, Lease or Sponsorship Agreement, the Humanitarian Organization and/or Commercial Entity must provide the Authority with evidence that it has renewed the above mentioned insurance policies at the time of renewal of the License, Lease or Sponsorship Agreement.

Section 6. Employee Affairs

Article 41. Sponsorship

- a. The Authority is authorized by the Government of Dubai to sponsor staff engaged to work for the Humanitarian Organizations and Commercial Entities operating in the Free Zone.
- b. Humanitarian Organizations and Commercial Entities must enter into a Sponsorship Agreement with the Authority to sponsor Employees who will work in the Free Zone. Humanitarian Organizations and Commercial Entities must at all times comply with all terms and conditions stipulated in the Sponsorship Agreement and any applicable provisions in these Regulations.
- c. Whenever the sponsorship by the Authority is needed to sponsor Employees who are to be employed by a UN Organization, Agency, Fund or Program in order to work in the Free Zone, the UN Organization, Agency, Fund and/or Program must sign the related Undertaking provided by the Authority.

Article 42. Employment of Non-Sponsored Employees

- a. Humanitarian Organizations and Commercial Entities must not employ a person, whether temporarily or permanently, who is not sponsored by the Authority or approved by the Authority, exceptions are made under the following conditions:
 - i. The employee is a UAE or GCC National;
 - ii. The employee is sponsored by a relative;
 - iii. The employee is already employed by a parent or affiliate company of the Humanitarian Organization or Commercial Entity which is registered and licensed in the UAE;
 - iv. A volunteer not being paid by the Humanitarian Organization or Commercial Entity, including interns and work experience placements;

- v. An employee of a UN Organization, Agency, Fund or Programme permitted to operate in the UAE given that he/she holds a diplomatic identification card or an ID card issued by the UAE Ministry of Foreign Affairs and International Cooperation.

Article 43. General Rules

- a. The Humanitarian Organization and/or Commercial Entity shall execute an Employment Agreement with every Employee that it employs.
- b. Humanitarian Organizations and Commercial Entities must submit a letter notifying the Authority with the names of Employees that are authorized to communicate with the Authority in respect of all administrative matters and correspondence. Any changes to the authorized Employees should be immediately notified to the Authority in writing.

Article 44. Employment

- a. Humanitarian Organizations and/or Commercial Entities wishing to employ any Employee pursuant to the Sponsorship Agreement or undertaking are responsible for the following advanced costs to the Authority:
 - i. Cost of processing the entry permit for the proposed Employee;
 - ii. Cost of air ticket from the proposed Employee's point of origin to Dubai;
 - iii. Cost of processing the proposed Employee's visa and Employee Card;
 - iv. Any other costs notified by the Authority relating to the sponsorship or employment of the proposed Employee or set out in the Sponsorship Agreement, where applicable.
- b. In case of Commercial Entities, bank guarantee or company cheque in accordance with the Sponsorship Agreement should be provided to the Authority.
- c. Humanitarian Organizations and/or Commercial Entities may not charge the costs identified in this Section to the proposed Employee or deduct the costs from the Employee's salary.
- d. An Employee shall sign the Employment Agreement which shall offer the minimum acceptable conditions of employment. Humanitarian Organizations or Commercial Entities may use the Employment Agreement template provided by the Authority for all their Employees to be sponsored by the Authority. However, the Humanitarian Organization or Commercial Entity and the employee may negotiate the terms and conditions of employment, provided the agreement is not contrary to these Regulations and is in accordance with the Labour Law.

e. Humanitarian Organizations and Commercial Entities shall submit any proposed Employee's entry permit, passport and Employment Agreement, within thirty (30) Working Days of arrival of such Employee in the UAE, to the Authority in order to initiate the formalities of employment visa stamping in the passport.

f. Where the Employee is sponsored by the Authority, the Authority may provide, at the written request of the Humanitarian Organization or Commercial Entity, a salary certificate comprising the following information:

- i. The name of the Humanitarian Organization or Commercial Entity;
- ii. The name of the Employee; and
- iii. The monthly salary of the Employee provided the information is consistent with that information held for the Employee by the Authority.

Article 45. Employee Records

a. All Sponsored Employees' records must be retained by the Humanitarian Organizations and Commercial Entities for at least five (5) years.

b. The Authority may monitor the Humanitarian Organizations and Commercial Entities and their Employees, and request records from them, to ensure that it observes all applicable laws and regulations, as well as the Sponsorship Agreement, where applicable.

c. The Authority may request further clarification or information in respect of any Employee or the Sponsorship Agreement and the Humanitarian Organization or Commercial Entity must respond within three (3) working days.

Article 46. General Rules Related to Termination of Employment Agreement

a. Where the Humanitarian Organization or Commercial Entity intends to terminate the employment of any Sponsored Employee, it must notify the Authority within ten (10) Working Days of the termination.

A confirmation that the Employee is in receipt of the end of service entitlements must be submitted to the Authority.

b. The Authority is to be notified through a signed notification of any disciplinary action taken against a Sponsored Employee within ten (10) days of the action being taken. The following information shall be provided to the Authority:

- i. Employee Name and Employee Card number;
- ii. Date of the alleged offence;
- iii. Nature of the alleged offence; and
- iv. Disciplinary action taken.

Article 47. Absconding Employee

a. An employee unexplainably absent for a period more than seven continuous calendar days shall be deemed to be an absconding Employee. In such event, the Humanitarian Organization or Commercial Entity shall within five (5) days of an Employee being deemed to be absconding notify the Authority in writing of the same.

b. The Authority shall, upon receiving notification, inform the General Directorate of Residency and Foreign Affairs and may also advertise the absence of the absconding Employee in the local press. The cost of such advertisements plus related costs will be chargeable to the Humanitarian Organization or Commercial Entity as per the tariffs.

Article 48. Resolving Labour Disputes

a. In the resolution of any labour disputes that may arise, the Labour Law and any regulations promulgated by the Authority shall apply.

b. In the event of a labour dispute arising between a Humanitarian Organization or Commercial Entity and a Sponsored Employee, the Authority will, at the request of the Humanitarian Organization, Commercial Entity or the Employee, issue a letter referring the dispute to the Ministry of Labour. The Ministry of Labour may, in turn, refer the matter to Dubai Courts.

c. No labour dispute may be referred directly to either the Ministry of Labour or the Dubai Courts without being first referred to the Authority, who may refuse to make a reference at its sole discretion.

d. The concerned Humanitarian Organization or Commercial Entity shall submit a copy of the verdict issued by the Court to the Authority. The Authority shall implement any decision or order of the Ministry of Labour or Dubai Courts with respect to a labour dispute.

Section 7. VAT

Article 49. Registration for VAT

Humanitarian Organizations and Commercial Entities must register for VAT on the Federal Tax Authority online portal and obtain a Tax Reference Number if their taxable supplies/ expenses exceed the mandatory registration threshold of AED 375,000/.. They may choose to register voluntarily if their supplies are less than the mandatory registration threshold but exceed the voluntary registration threshold of AED 187,000/.. Humanitarian Organizations and Commercial Entities having taxable supplies/expenses less than AED 187,000/. should not register for VAT.

Article 50. IHC: a Designated Zone

The benefits of IHC being a Designated Zone include:

- i. Non-applicability of VAT on transfer of goods between IHC and another Designated Zone where goods, or part thereof, are not released, and are not in any way used or altered during the transfer between the Designated Zones.
- ii. Non-applicability of VAT on goods imported to IHC in order to be exported.

Section 8. Movement of goods: Import and Export

Article 51. Customs System Control

All cargo's importation or exportation should pass through Dubai Customs System (E-Mirsal).

Article 52. Customs Physical Control

Considering that IHC is part of the JAFZA and DWC cluster, Dubai Logistics City Gate Number 4 shall work as IHC customs gate for customs physical control purposes. Customs physical control is required in the following cases:

- i. E-Mirsal requests a random inspection for shipments that are moved within JAFZA.DWC.IHC cluster.
- ii. E-Mirsal requests a random inspection for shipments imported from Dubai International Airport.
- iii. The imported cargo is sealed.
- iv. The shipment is imported from local market, in order to allow the VAT refund by the supplier.

Article 53. Exportation of Warehoused Goods to the Rest of the World and Customs Duty Deposit Refund

a. Goods stored in IHC Free Zone may be exported from Jebel Ali port, DWC or to the rest of the world under FZ transit out declarations without presenting cash or bank guarantees equivalent to the payable customs duties, provided that such goods are exported from the same customs office.

b. Goods must be exported within thirty (30) days from the date of processing their customs declarations. In case of failure to export the goods within the prescribed timeframe, customs measures shall be taken in accordance with the GCC Common Customs Law and instructions issued pursuant thereto.

c. For the purpose of proving such exportation, a request for settlement of declarations must be registered electronically followed by the submittal of the following supporting documents to Customs Refund and Maqasa Department within sixty (60) days from the date of processing the customs declaration:

- i. A copy of FZ Transit out declaration and a Customs Exit/Entry Certificate, signed and stamped by the competent officer, proving that the goods were exported from the Free Zone to the rest of the world.
- ii. In the event of failure to clear and settle the customs declaration, applicable customs duties shall be levied when payable in accordance with the effective unified GCC customs tariff schedules and penalties shall be imposed in accordance with common customs law and regulations in force.
- iii. In case of delay to export and/or delay to clear and settle the customs declarations after the timeframe prescribed by customs, penalties shall be imposed and respective fines shall be charged in accordance with the Common Customs Law.

Section 9. Fundraising

Article 54. Ability to Fundraise

Humanitarian Organizations may conduct fundraising events and campaigns by adhering to the Fundraising Procedures and Regulations that are issued by the Authority in line with the laws and regulations regulating the raising of donations in the Emirate of Dubai. Commercial Entities are not allowed to conduct fundraising activities.

Article 55. Prohibition of Publicity

Humanitarian Organizations are not allowed to announce fundraising events or campaigns or any direct donation through any communication tool without first obtaining the approval of the Authority and the Relevant Authorities.

Section 10. Emergency Response

Article 56. Emergency Task Force

In the event of a high impact disaster (natural or complex emergency) and in case of need for filling humanitarian gaps, the Authority shall proactively activate an internal Task Force for strengthening the Humanitarian Organizations' response capacities. The Emergency Task Force Policy, Standard Operating Procedures and related Delegation of Authorities issued by the Authority shall govern the Task Force.

Section 11. Awareness and Public Social Activities

Article 57. Awareness and Public Social Activities

Any Humanitarian Organization wishing to conduct awareness and/or public social activities in the UAE should notify the Authority in writing three (3) months prior to the event, where the Authority's sponsorship or patronage is required. If the Authority's sponsorship and patronage is not required, the notice should be provided to the Authority in writing one (1) month in advance of the event.

Section 12. Provision of Information

Article 58. Activity Reports

a. Humanitarian Organizations and Commercial Entities are requested to submit annual activity reports on or before the first Working Day of February of each calendar year detailing their activities and accomplishments to the Authority. The Authority reserves the right to use such information in its marketing collaterals and communication tools to highlight the strengths and benefits of the Authority and its Members.

b. The activity report shall include the following information:

- i. The total amount spent on humanitarian projects during the year;
- ii. The total quantity and description of goods imported/ exported;
- iii. Details of commodities or supplies donated/ delivered to respective humanitarian projects;

- iv. Breakdown of value handled;
- v. Details of procurement handled;
- vi. Details of services rendered;
- vii. Details of beneficiaries;
- viii. Details of funds collected from UAE with breakdown details of donors, amounts, in.kind, contributions, etc...;
- ix. List of activities run from Dubai branch including, fundraising activities, awareness campaigns, seminars, conferences, trainings, etc...;
- x. Information on corporate, humanitarian, charitable, environmental or other non-profit activities.

c. Humanitarian Organizations and Commercial Entities shall submit the annual activity report as per the template provided by the Authority. Additional information may be added separately.

Article 59. Financial Reports

a. The Authority will maintain a list of approved auditors and the Humanitarian Organization or the Commercial Entity shall appoint an auditor from this list for the purpose for which an auditor is required under these Regulations.

b. Humanitarian Organizations and Commercial Entities shall submit a copy of their certified auditor's report specific to their operations and duly signed by the certified auditor to the Authority within six (6) months from the end of the financial year, provided this is not less than once per calendar year.

Article 60. Right to Obtain Additional Information

a. The Authority may, by notice in writing served on the Humanitarian Organization or Commercial Entity require at any time or intervals and in respect of any periods as may be specified in the notice:

- i. Any information as may be deemed reasonably required for the performance of its functions under these Regulations;
- ii. With a report on any aspect of any matter to which the Authority may require information;
- iii. With any documents of any description as may be specified in the notice.

b. The Authority may request documentation pertaining to the Humanitarian Organization's or Commercial Entity's Employees, activities and finances and the Humanitarian Organization or Commercial Entity must comply with that request within thirty (30) days or within the time specified by the Authority.

Section 13. Inspection by the Authority

Article 61. Investigation of Humanitarian Organization or Commercial Entity

- a. The Authority may appoint an inspector or may recourse to the local Law Enforcement Authorities to investigate and report to the Authority on the nature, conduct or state of the Humanitarian Organization's or Commercial Entity's business or any particular aspect of it; and compliance with the License, or the ownership or control of the Humanitarian Organization or Commercial Entity.
- b. The Authority may, for the purposes of this article, give notice in writing to the Humanitarian Organization or Commercial Entity.
- c. An Inspector may also, for the purposes of exercising his powers under this article, investigate the business of any other corporate body which is closely linked to the Humanitarian Organization or Commercial Entity.
- e. The provisions of this article shall apply to a former Humanitarian Organization or Commercial Entity, provided that where this former Humanitarian Organization or Commercial Entity is incorporated, established or formed outside of the Authority; it shall only apply to a branch located in the Free Zone in respect of such former Humanitarian Organization or Commercial Entity.

Article 62. Inspection of the Property

- a. The Authority may inspect by itself or through Law Enforcement Authorities any Property from time to time and at any time to ensure compliance with these Regulations.
- b. The Authority may inspect any Property for the purposes including but not limited to the following:
 - i. To inspect any work or building activities being undertaken by the Humanitarian Organization or Commercial Entity;
 - ii. To examine any process or object causing the discharge of any unusual, noxious or offensive substance, noise or smell;
 - iii. To examine any process or object that may threaten or does threaten health, safety or the environment;
 - iv. To apply tests, take samples, conduct experiments and generally make inquiries as deemed necessary or proper in order to confirm compliance with these Regulations and any other applicable laws or regulations;

- v. To confirm that the terms of the Sponsorship Agreement, or any other agreement executed between the Humanitarian Organization or Commercial Entity and the Authority, are being complied with.

Article 63. Facilitation of the Inspection

Humanitarian Organizations and Commercial Entities must make available all necessary facilities leased, owned or controlled by them in the Free zone for entry, inspection, examination and testing, when requested by the Authority.

Article 64. Inspection by Unauthorized Party

Any Humanitarian Organization or Commercial Entity being approached by any unauthorized party to inspect any Property or request information about the Property must notify the Authority immediately.

Chapter 4. Renewal of License

Section 1. Conditions of Renewing the License

Article 65. Submitting a Request and Fulfilling the Requirements

A Humanitarian Organization or Commercial Entity must submit to the Authority a renewal request and the required fees and documents no later than sixty (60) days prior to each renewal date.

Article 66. Satisfying the Relevant Criteria

The Humanitarian Organization or Commercial Entity requesting renewal of License should present to the Authority the information and documentation that prove the following:

- i. Compliance with the rules set out in Chapter 3 of the Part 1 of these Regulations;
- ii. Being actively operational during the precedent year(s).

Section 2. Provisions Related to Granting the Renewal of License

Article 67. Considerations

a. In determining whether to grant or refuse renewal of a License, the Authority reconsiders the following:

- i. The details of the Humanitarian Organization or Commercial Entity and its beneficial owners;
- ii. The details of those who own 5% or more of the Commercial Entity;

- iii. Whether the Humanitarian Organization, Commercial Entity and/or its beneficial owner(s) is/are listed in UN's or UAE's list of suspected terrorist organizations or individuals;
- iv. Whether the Humanitarian Organization or Commercial Entity or its beneficial owner(s) is/are associated with any suspected or terrorist organizations or individuals.

b. In determining whether to grant or refuse the renewal of the License, the Authority observes the UAE anti-money laundering and combating of terrorism financing system including the federal decree law No. 20 of 2018 concerning the anti-money laundering and combating the financing of terrorism and financing of illegal organizations, and the Cabinet Decision No. 10 of 2019 concerning the implementing regulation of the decree law No. 20 of 2018 and any other laws, regulations, circulars and instructions.

Article 68. Grounds to Refuse Granting Renewal of License

The Authority shall refuse to grant a License in various cases, including but not limited to the following:

- i. In case the Authority suspects that the Humanitarian Organization or Commercial Entity is linked to any suspected or terrorist organization or individual(s);
- ii. In case the Authority suspects that the Humanitarian Organization or Commercial Entity is involved in money laundering practices;
- iii. In case the statements, information and/or documents submitted by the Humanitarian Organization or Commercial Entity are false or misleading;
- iv. In case the Humanitarian Organization or Commercial Entity has not met one of the conditions or criteria of License renewal.

Article 69. Further Actions Following the Refusal of License Renewal

The Authority shall report the Humanitarian Organization or Commercial Entity which are suspected to have conducted operations that are linked to money laundering and/or terrorist financing or financing illicit organizations to UAE Law Enforcement Authorities and/or to the Central Bank of the UAE.

Chapter 5. Suspension, Revocation and Cancellation of a License

Section 1. Suspension of a License

Article 70. Suspension of a License in the Discretion of the Authority

The Authority may, if it thinks fit and at its sole discretion, suspend a License for a specified period until the occurrence of a specified event or until specified conditions are complied with.

Article 71. Reasons for Suspension of a License

The Authority may act under the article 70 in events including but not limited to the following:

- a. If the Humanitarian Organization or Commercial Entity has contravened a provision of these Regulations or its License;
- b. If the Humanitarian Organization or Commercial Entity has failed to satisfy an obligation to which the Humanitarian Organization or Commercial Entity is subject by virtue of these Regulations;
- c. If the Humanitarian Organization or Commercial Entity no longer meets the relevant applicable minimum criteria under which it was licensed.

Section 2. Revocation and Cancellation of a License

Article 72. Revocation of a License in the Discretion of the Authority

The Authority may, if it thinks fit, revoke a License at the occurrence of a specific event.

Article 73. Reasons for Revocation of a License

The Authority may act under the article 72 in events including but not limited to the following:

- i. If the Humanitarian Organization or Commercial Entity no longer meets the relevant applicable minimum criteria under which it was licensed;
- ii. If the Humanitarian Organization or Commercial Entity has furnished misleading or inaccurate information to the Authority under or for the purposes of any provision of these Regulations;
- iii. If the Humanitarian Organization or Commercial Entity has not commenced to carry on in the Free Zone the activities to which its License relates within ninety (90) days of its issuing or within such other period as may be specified by the Authority;
- iv. If the Humanitarian Organization or Commercial Entity has not paid any renewal or other fee, including any fee for late renewal due and payable in respect of a License or if the Humanitarian Organization or Commercial Entity has not paid any other amounts due to the Authority;
- v. If the Humanitarian Organization or Commercial Entity has ceased to provide activities;
- vi. If the Humanitarian Organization or Commercial Entity fails to renew its expired License;
- vii. If the Humanitarian Organization or Commercial Entity is carrying on activities of a different category to that set out on the License;

- viii. If the Humanitarian Organization or Commercial Entity or the controller of the Humanitarian Organization or Commercial Entity has assigned the benefit and control of a business to a third party without the approval of the Authority;
- ix. On the order of a court;
- x. If the Authority considers it necessary to revoke the License for the protection of the public or of the reputation of the Free Zone;
- xi. If the Authority suspects that the Licensed Humanitarian Organization or Commercial Entity is linked to any suspected or terrorist organizations or individuals;
- xii. If the Authority suspects that the Licensed Humanitarian Organization or Commercial Entity is involved in money laundering practices;
- xiii. If the Humanitarian Organization or Commercial Entity operates from offices outside the Free Zone, or carries on activities outside the Free Zone without obtaining the prior written approval of the Authority (such approval which may be withheld in the Authority's sole discretion without any obligation to give reasons) and the prior written approval of any other Relevant Authority or is in violation of any applicable Local or Federal Law.

Article 74. Further Actions Following the Revocation of a License by the Authority

Following the revocation of a License, the Authority shall report suspicious cases related to money laundering and/or terrorist financing or financing illicit organizations (as defined in the federal decree law No. 20 of 2018) to UAE Law Enforcement Authorities and/or to the Central Bank of the UAE.

Article 75. Cancellation of a License at the Request of the Humanitarian Organization or Commercial Entity

- a. The Humanitarian Organization or Commercial Entity may request the cancellation of its own License.
- b. Provided that the liquidation has been conducted to the satisfaction of the Authority, as per the liquidator's report, the Authority shall cancel the License of the requesting Humanitarian Organization or Commercial Entity.

Chapter 6. Additional Provisions. Miscellaneous

Section 1. Tariffs, Fines and Penalties

Article 76. Tariffs

The tariffs applicable in the Free Zone are determined in the list of tariffs issued by the Authority from time to time (Annex 2).

Article 77. Penalties

The Authority has the power to impose a penalty on the Humanitarian Organization or Commercial Entity who is in breach of any provision of these Regulations. The penalty may include:

- i. Imposition of a fine;
- ii. Termination of the License;
- iii. Any other penalty determined in the list of fines and penalties issued by the Authority from time to time (Annex 3).

Section 2. Privileges and Dispute Resolution

Article 78. UN Organizations, Agencies, Funds and Programmes Privileges and Immunities

- a. Nothing in or relating to these Regulations or any other rule or regulation promulgated by the Authority shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the UN Organizations, Agencies, Funds and Programmes including the privileges and immunities enjoyed by them pursuant to the 1946 Convention on the Privileges and Immunities of the United Nations, the 1947 Convention on Privileges and Immunities of Specialized Agencies, customary international law, other relevant international or national agreements and under domestic law.
- b. If the exercise of any right or performance of any obligation by the Authority, whether under these Regulations or any other rule or regulation promulgated by the Authority, is likely to, or does, contravene any privilege or immunity applying to any UN Organization, Agency, Fund and/or Programme, the affected UN Organization, Agency, Fund and/or Programme must notify the Authority as soon as reasonably practicable in writing.

Article 79. Dispute Resolution

- a. Any dispute or difference that arises out of or is related to these Regulations or any other rule or regulation promulgated by the Authority, shall be determined by reference to the Authority in writing

in the first instance. The Humanitarian Organization or Commercial Entity must set out full details of its dispute or difference and provide any further information as reasonably requested by the Authority. The Authority shall consider the dispute or difference and will provide a written response within thirty (30) Working Days of receipt of all information reasonably required by the Authority. The Humanitarian Organization or Commercial Entity and the Authority shall act in good faith to amicably resolve any dispute or difference within thirty (30) Working Days of the Authority's written response.

b. If the dispute or difference cannot be resolved amicably or if the Authority has a claim against the Humanitarian Organization or Commercial Entity, the dispute or difference shall be referred to and finally resolved by the courts of Dubai.

c. The dispute or difference arising between a Humanitarian Organization or Commercial Entity and the Authority may be referred to arbitration under the Rules of the Dubai International Arbitration Centre following the execution of a valid arbitration agreement by the Humanitarian Organization or Commercial Entity and the Authority. For the avoidance of doubt, the Authority shall have no obligation to enter into any such arbitration agreement and the election to do so shall be at the Authority's sole discretion.

d. If the opponent is a UN Organization, Agency, Fund or Programme and if the dispute or difference cannot be resolved amicably by reference to the paragraph (a) of this article or if the Authority has a claim against a UN Organization, Agency, Fund or Programme, the dispute or difference shall be referred to and finally resolved by arbitration under the arbitration rules of UNCITRAL in Dubai.

PART 2. IHC FZLLC Special Regulations

Chapter 1. General Provisions

Section 1. Features of the FZLLC

Article 80. Number of Shareholders

The FZLLC is a limited liability company with a minimum of one (1) and a maximum of fifty (50) Shareholders.

Article 81. Shareholder(s) Limited Liability

- a. The liability of a Shareholder towards the FZLLC, with respect to its shareholding, is limited to the capital paid by the Shareholder in the FZLLC.
- b. The FZLLC must mention in all its corporate documents, dealings, contracts, announcements, invoices, correspondences, and printed materials that its liability is limited.

Article 82. FZLLC Legal Personality

- a. The FZLLC has a legal personality distinct from that of its Shareholder(s).
- b. The FZLLC has the capacity, rights and privileges of a natural person.

Article 83. Issued Share Capital

The FZLLC may not invite the public to subscribe to its Shares, and may not allot shares with the intention of offering them to the public.

Article 84. Nationality of the FZLLC

Each FZLLC formed under these Regulations shall have UAE Nationality, but this does not necessarily lead to being entitled to privileges reserved for UAE nationals.

Section 2. Formation of the FZLLC . Requirements of Memorandum of Association (MOA) and Articles of Association (AOA)

Further to completing the conditions of registration and licensing (provided in the part one of these Regulations), persons wishing to incorporate an FZLLC in the Free Zone should submit a draft of the

MOA and AOA. The MOA and AOA of the FZLLC, as approved by the Authority will come into effect on the date of the certificate of incorporation of the FZLLC.

Article 85. Language Requirement

The MOA and AOA shall be in English or Arabic.

Article 86. Requirements of the MOA and AOA

The MOA and AOA must state:

- i. The name of the FZLLC followed by “FZLLC”;
- ii. That the liability of the Shareholder(s) is limited;
- iii. The name, nationality and address of each Shareholder;
- iv. The capital, its division in the number of Shares, description of the classes of Shares, if any and the value of each Share;
- v. The number of Shares subscribed by each Shareholder;
- vi. The business objectives of the FZLLC;
- vii. Matters in relation to the management, governance and operation of the FZLLC;
- viii. The financial year and specific matters related to the accounts and audit;
- ix. Other particulars required by the Authority.

Article 87. Signature of the MOA and AOA

The MOA and AOA of the FZLLC shall be signed by each Shareholder at the time of incorporation.

Article 88. Issuance of Official Documents Related to the FZLLC

On approval of the application and confirmation of the Premises, the Authority will issue:

- i. FZLLC License;
- ii. FZLLC Certificate of Incorporation;
- iii. FZLLC registered MOA and AOA.

Article 89. Amendment of the MOA and AOA

a. The MOA and AOA may be amended by a Special Resolution, or by a resolution passed by a greatest majority of the Shareholders with voting rights as prescribed in the MOA and AOA.

b. An amendment of the MOA and AOA of the FZLLC will come into effect once approved by the Authority and entered into the Register.

Article 90. Binding Power of the MOA and AOA

a. Subject to these Regulations, the FZLLC will be governed by the MOA and AOA, which will be binding to the FZLLC and its Shareholders.

Section 3. General Provisions Related to the Management of the FZLLC

Article 91. Liability of the FZLLC for the Acts of its Authorized Person

a. The FZLLC shall be bound by any act or behavior arising out of its Director upon conducting the affairs of management in a usual manner.

b. The FZLLC shall also be bound by any act of any of its Employees or agents who are authorized to act on behalf of the FZLLC, and whereby a third party relies thereon in its transaction with the FZLLC.

Article 92. Protection of those Dealing with the FZLLC

a. Where a person binds the FZLLC claiming that he/she is the authorized signatory of the FZLLC, at a time when the FZLLC is not yet formed, the act shall have effect towards the third Bona Fide party, while the person purporting to act for the FZLLC shall be personally liable towards the Bona Fide party. The FZLLC may later adopt the act made in the manner set out above to same extent as if the act had been made after the formation of the FZLLC by the FZLLC itself.

b. The FZLLC shall not claim lack of liability towards those dealing with it, on the grounds that the management authority was not duly appointed in accordance with the provisions of these Regulations or the AOA and MOA of the FZLLC, as long as the acts of such authority are within the usual limits with respect to persons in the same position in other companies that conduct the same type of activity as the FZLLC.

c. To protect a person dealing with an FZLLC, he/she should be a Bona Fide party.

A person shall not be deemed as acting in good faith if he/she actually knows or could have known, based on his/her relationship with the FZLLC, the aspects of deficiency in the act or work proposed to be held against the FZLLC.

Chapter 2. Capital and Shares

Section 1. Capital and Shares Requirements

Article 93. Minimum Capital

- a. The minimum issued share capital of the FZLLC shall be fifty thousand Dirhams (AED 50,000).
- b. The Capital of the FZLLC must be divided into Shares of a minimum value of one thousand Dirhams (AED 1,000) each.
- c. A Share must be paid in full by a Shareholder when allotted.
- d. Each Share must have a distinctive serial number.
- e. The FZLLC may not issue bearer shares.
- f. The FZLLC may not issue fractional shares.

Article 94. Cash Subscription

- a. The Shares of the FZLLC are issued Shares.
- b. Unless the Authority otherwise specifically approves, all capital of the FZLLC shall be subscribed in cash only.

Article 95. Declaration of Minimum Capital and Deposit in the Bank

- a. The Shares in cash shall be deposited in a bank operating in the UAE.
- b. Shareholders shall declare that they have subscribed the minimum shared capital.

Article 96. Shares Features

- a. The Shares shall be of one class, with all Shares being of an equal value, and all Shares holding the same rights as to voting at a General Meeting, dividends, redemption, and distributions.
- b. The FZLLC may, subject to the consent of the Authority, create different classes of Shares by providing them in the AOA.

c. The FZLLC may divide its Shares into several classes and attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions, by amending the MOA and AOA, which must be approved by:

- i. A Special Resolution, or by a resolution passed by a greater percentage majority of Shareholders with voting rights as may be prescribed in the MOA and AOA; or
- ii. A resolution passed by all the Shareholders holding Shares of the class whose rights are being varied or abrogated.
- iii. For avoidance of doubt, notwithstanding anything in the MOA or AOA of the FZLLC, no Shareholder shall be bound by any amendment to the MOA or AOA that increases his/her liabilities or the liabilities attached to his/her Shares or that decreases the rights attached to his/her Shares, unless such Shareholder has signed a resolution imposing such liabilities or decreasing rights attached thereto.

Section 2. Alteration of Capital

Article 97. Increase of Capital

a. The FZLLC may, by a Special Resolution or by a resolution passed by a greater majority of Shareholders with voting rights as prescribed in the MOA and AOA, increase its capital by issuance of further Shares.

b. The Resolution for the increase in capital must be notified to the Authority within four (4) Working Days of being passed. The increase in capital of the FZLLC will come into effect once the Authority's Register of the FZLLC reflects the same.

Article 98. Consolidation and Division of Shares

a. The FZLLC may, by a Special Resolution or by a resolution passed by a greater percentage of Shareholders with voting rights as may be prescribed in the MOA and AOA, consolidate and divide the Shares into:

- i. A lesser number of Shares than before the consolidation, resulting in an increase in the value of each Share; or
- ii. A greater number of Shares than before the consolidation, resulting in a decrease in the value of each Share.

b. The resolution for the consolidation or division of Shares must be notified to the Authority within four (4) Working Days of being passed. The consolidation or division of Shares will come into effect once the Authority's Register of the FZLLC reflects the same.

Article 99. Reduction of Capital

a. The FZLLC may, if authorized by a Special Resolution or by a Resolution passed by a greater percentage of Shareholders with voting rights as may be prescribed in the MOA and AOA, with or without extinguishing or reducing liability on its shares, decrease its capital by:

i. Cancelling paid up Share capital due to a loss sustained by the FZLLC or due to underrepresentation by the available assets of the FZLLC.

The loss sustained by the FZLLC or the capital that is unrepresented by available assets of the FZLLC should be confirmed in a report of an auditor.

ii. Reducing the number of the Shares by reimbursing part of the value to the Shareholders.

iii. Acquiring its own Shares and then cancelling or holding these Shares as treasury Shares.

b. The FZLLC must, within fourteen (14) days of passing the resolution to decrease its capital, publish a notice in two new papers, one in Arabic and one in English, stating:

i. The amount of the Share capital as last determined by the FZLLC

ii. The value of each Share;

iii. The amount to which the Share capital is to be decreased;

iv. The manner in which decrease in Share capital is taking place; and

v. The period of notification of the decrease in capital, after which the decrease in capital may take effect. This period of notification must be at least thirty (30) days from the date of publication.

c. Where a decrease in Share capital is published to be effected through extinguishing or reducing the liability of a Shareholder on a Share; or reducing the value of a Share, a creditor of the FZLLC may object to the decrease in capital during the period commencing on the date of publication and concluding on the date the decrease in capital is proposed to take effect. Where a creditor raises such an objection, the decrease in capital will not take effect until such objection is resolved by the parties involved or by the court.

d. After the period of notification, or resolution of an objection by a creditor, if any, the majority of Directors or the Director of the FZLLC must sign a certificate declaring:

i. That the decrease in capital has been carried out in accordance with these Regulations; and

- ii. In the event a creditor objected to the decrease in capital, confirmation that the objection had been resolved, along with the withdrawal of the objection in writing, and where the objection was resolved by an order of a court, a copy of the order of the court approving the decrease in capital.
- e. After the period of notification, and resolution of an objection, if any, the FZLLC must submit to the Authority:
- i. The resolution;
 - ii. The auditor's report referred to, if applicable;
 - iii. A copy of the newspaper notices published in accordance with this article;
 - iv. The certificate referred to and documents supporting the certificate.
- f. The reduction of capital of the FZLLC will come into effect on the date the Authority registers this decrease in the Register.

Article 100. Transfer of Shares

- a. The MOA and AOA may provide the manner in which a Share may be transferred.
- b. Notwithstanding anything in the AOA of the FZLLC, the transfer of a Share in the FZLLC must be done through an instrument of transfer in writing.
The instrument of transfer must be submitted to the Authority for approval and will not be completed without payment of applicable fee to the Authority.
- c. On approval of Share transfer, the Authority will record the Share transfer in the FZLLC Register. The Share transfer will come into effect from the date on which the transfer is entered in the FZLLC Register.

Section 3. Distribution

Article 101. Dividend and Other Distributions

- a. This article refers to the distribution of assets of the FZLLC to its Shareholders, including dividends, whether in cash or otherwise except distribution by ways of:
 - i. An issue of bonus Shares;
 - ii. Redemption or purchase of the FZLLC own Shares, out of the Share capital or out of unrealized profits;

iii. Distribution of assets to Shareholders of the FZLLC on its winding up.

b. The FZLLC may by a resolution of the director(s) declare a dividend or make a distribution or recommend a dividend or distribution to the Shareholders, whether in cash or otherwise, out of the accumulated and realized profits, after deducting the accumulated and realized losses of the FZLLC.

Article 102. Unlawful Distribution

Any distribution made in contravention of the above article 101.b must be returned by the receiving Shareholder. Where the distribution received is in a form other than cash, the Shareholder must pay a sum equal to the value of the distribution.

Chapter 3. Management of FZLLC

Section 1. Director, Manager and Officers

In addition to the obligation of having a Manager required for every licensed Entity at the Free Zone, the FZLLC must have a Director.

Article 103. Director

a. Requirement of a Director:

- i. The business and affairs of the FZLLC shall be managed by one or more Director(s), except for matters required to be decided at a General Meeting, as provided in the MOA and AOA
- ii. The MOA and AOA shall specify the powers and duties of the Director(s).
- iii. The number of Director(s) may be fixed in the MOA and AOA. It shall not be less than one and more than seven Directors.

b. Qualities of the Director

- i. The Director shall be a natural person, not convicted of a criminal offence, involving dishonesty or moral turpitude in the past ten (10) years. An undischarged cannot be a director.
- ii. The MOA and AOA shall specify the criteria based on which a person qualify as a Director.

c. Election, Term and Removal of a Director

- i. The first Director shall be appointed by the Shareholder(s) incorporating the FZLLC at the time of incorporation through an Ordinary Resolution or by a Resolution passed by a greater majority of Shareholders with voting rights as provided by the MOA and AOA or through the MOA and AOA.

- ii. Appointment and removal of Director(s) shall be made by an Ordinary Resolution or by a resolution passed by a greater majority of Shareholders with voting rights as provided by the MOA and AOA.

d. Duty of care of the Director(s)

A Director of the FZLLC, in exercising his/her powers and discharging duties shall:

- i. Act honestly in good faith and lawfully, in the best interests of the FZLLC;
- ii. Exercise the care, diligence and skill that a reasonably prudent person would exercise in similar circumstances;
- iii. Exercise his powers only for the purpose for which they were given;
- iv. Disclose to the FZLLC presence and nature and extent of a direct or indirect material interest that he has in a transaction entered into or proposed to be entered into by the FZLLC or by a subsidiary of the FZLLC.

This disclosure must be made by the Director in writing to the FZLLC as soon as practicable after the Director becomes aware of the circumstances which gave rise to his/her duty to make the disclosure.

e. Prohibition of Loans or any other Assistance to a Director

The FZLLC may not provide financial assistance to a Director, a Director's spouse or child or to a company of which the Director directly or indirectly owns 20% or more of the total shareholding.

Financial assistance includes provision of loan, debenture, credit facility, a guarantee or security or indemnity in connection with a loan debenture, credit facility or whether by the FZLLC or another person.

However, FZLLC may provide the abovementioned financial assistance if:

- i. Approved by a resolution passed by Shareholders holding shares representing not less than 90% of the total voting rights of the FZLLC
- ii. All of the Directors, in case of existence of multiple Directors, resolve that giving the financial assistance to the Director does not materially prejudice the interests of the FZLLC and its Shareholders and the ability of the FZLLC to discharge its liabilities as they fall due.

f. Alternate Director

Unless provided otherwise in the MOA and AOA, a Director may appoint another person to represent him/her and to vote on his/her behalf at any meeting of the directors of the FZLLC, as an Alternate Director. The name of the Alternate Director must be given in writing to the secretary of the FZLLC prior to or at the time of commencement of the Directors meeting.

This appointment may be revoked at any time by the Director though notice in writing given to the secretary of the FZLLC.

g. Validity of Acts of a Director

The acts of the Director are valid notwithstanding a defect in the appointment or qualification of a Director.

Article 104. Manager

A Shareholder, Director or Secretary may also be appointed as a Manager.

In addition to the authorities of a Manager under these Regulations, a Manager's authority may be provided in the MOA and AOA of the FZLLC.

Article 105. Officers

a. The FZLLC may, by a resolution of Director(s), appoint officers who may consist of one or more assistant manager, a secretary and a treasurer and any officers as may from time to time be deemed desirable.

b. The officers shall perform the duties conferred to them by the resolution of Directors, but in the absence of any specific allocation of duties it shall be the responsibility of the assistant manager to act in order or seniority in the absence of the Manager but otherwise to perform duties as may be delegated to them by the Manager or the secretary to maintain the registers, minute books and records (other than financial records) of the FZLLC, and to ensure compliance with all procedural requirements imposed on the FZLLC by applicable laws, and the treasurer to be responsible for the financial affairs of the FZLLC.

Section 2. Shareholders Meeting of FZLLC

Article 106. Calling a Meeting

a. Unless the MOA and AOA provide otherwise, the FZLLC must hold a General Meeting as its Annual General Meeting within twelve (12) months from the date of its incorporation and once every twelve (12) months thereafter.

A meeting of the Shareholders, other than the Annual General Meeting will be referred to as an Extraordinary General Meeting.

- b. The Director(s) may call a General Meeting to consider any matter that the Director(s) determine requires consideration of the Shareholders.
- c. The Director must issue a notice for a General Meeting as soon as practicable as and in any event not later than fourteen (14) days from the request of one or more Shareholders holding Shares representing 10% or more of the Share capital of the FZLLC, or 10% or more of a class of Shares, issue a notice for a meeting of that class.
A Shareholder request should state the purpose of the meeting and should be signed and deposited at the Registered Office of the FZLLC.
- d. If the Director(s) does not within twenty one (21) days from the date of the deposit of the request issue a notice for the General Meeting, the Shareholder(s) who made the request may issue such a notice.

Article 107. Power of the Authority to Order a Meeting

The Authority may, on application of a Director, Manager or a Shareholder, due to default of calling for a meeting, call or direct to call a General Meeting.

The FZLLC must comply with the direction of the Authority under this article.

Article 108. Notice of Meeting

- a. A meeting must be called by a notice in writing at least twenty.one (21) days and no more than two (2) months, unless the MOA and AOA provide otherwise. If a meeting is called by a shorter notice than twenty one (21) days, the meeting will be considered to have been duly called if is so agreed by one or more Shareholders holding Shares representing 94% or more of the total voting rights in the FZLLC, or Shares representing 94% or more of the class of which a meeting is called.
- b. A notice of meeting should:
- i. Specify the place and date of the meeting;
 - ii. Provide the agenda of the meeting;
 - iii. State the general nature of the business of the meeting;
 - iv. Permit a Shareholder to appoint a proxy who may attend and vote on behalf of the appointing Shareholder; and
 - v. Include a copy of accounts and auditor's report if relevant.

c. Notice of the meeting must be given to each Shareholder entitled to receive it by delivering or posting to his registering address.

Article 109. Form of the Meeting

Unless the Articles of Association otherwise provide, a meeting of Directors or of a committee of Directors or Shareholders may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously.

Article 110. Quorum for Convening a Meeting

a. Quorum at the General Assembly meeting shall not be valid unless one or more Shareholders holding at least 75% of the capital of the FZLLC are present.

b. If such Quorum as set for the in clause (a) of this article is not present at the meeting, the Shareholders shall be invited to another meeting, to be held within twenty one (21) days from the date of the first meeting, provided that at least 50% of the capital is present at the meeting.

c. If the Quorum as set forth in paragraphs (a) and (b) of this article is not present, the Shareholders shall be invited to a third meeting to be held upon the expiry of thirty (30) days from the date of the second meeting. Quorum at the third meeting shall be valid irrespective of the Shareholders present at the meeting.

Article 111. Voting at a Meeting

a. The voting at a meeting should be on a poll, where a Shareholder has one vote for each Share owned. On a poll, a Shareholder entitled to more than one vote is not required to cast the same decision for all the votes.

b. A Shareholder who is a corporate entity may by a resolution or any other appropriate instrument authorize a person to represent the corporate entity at the meeting and in doing so the person will be authorized to exercise all the rights of the Shareholder.

c. Ordinary Resolutions shall not be valid unless passed by a number of Shareholders holding over 50% of the Shares represented at the meeting of the General Assembly.

d. Special Resolutions shall not be valid unless passed by a number of Shareholders holding three quarters or more of the Shares represented at the meeting of the General Assembly.

Article 112. Resolutions in Writing

a. Shareholders may pass a Resolution in Writing signed by all Shareholders entitled to vote unless it is prohibited in the Memorandum of Association and Articles of Association.

b. A Resolution of Shareholders in Writing may be signed in counterparts, and will be considered to be passed when the last Shareholder signs the Resolution or its counterpart.

c. A Resolution of Shareholders in Writing passed in accordance with the provisions of paragraphs a and b is considered as valid as if had been passed at a convened General Meeting or a meeting of a class of Shareholders.

Article 113. Proxy

a. A Shareholder entitled to vote at a General Meeting or at a meeting of a class of Shareholder is entitled to appoint, by an instrument of Proxy and by notice to the FZLLC in writing, another person, whether a Shareholder or not, as a Proxy vote on behalf of the appointing Shareholder.

b. The instrument of Proxy must be in the following form:

Ibeing a Shareholder holder of..... shares in.....FZLLC, hereby appoint.....as my proxy to vote on my behalf at the annual general meeting/ extraordinary general meeting / meeting of a class of Shareholders, to be held on.....

Signed this day of.....

.....(signatory)

c. A proxy appointed for a Shareholder has the same rights as the Shareholder including the right to attend and vote at the meeting.

Article 114. Minutes of Meetings

a. The FZLLC must keep minutes of meetings of Shareholders, Directors and committees of the FZLLC in books maintained for that purpose. The minutes must be signed by all the attendees or the person presiding over the meeting.

b. Minutes prepared according to this article shall be kept by the secretary or other officer of the FZLLC and shall be evidence of the meeting unless contrary is provided.

c. Defaulting to comply with this article 114, the FZLLC may be subject to sanctions.

Article 115. Special Provisions Related to FZLLC of One Person

a. Decision in Writing:

A General Meeting of the FZLLC of one person will be considered to be convened, and a resolution will be considered to be passed at such general meeting, by the Shareholder issuing a decision in writing. If a decision is not taken in writing, the Shareholder may provide the FZLLC with a record in writing of the decision.

b. Corporate Entity:

If the Shareholder of the FZLLC of one person is a corporate entity, the Shareholder may by a resolution or any other appropriate instrument authorize a person to represent the corporate entity and sign a resolution in relation to the FZLLC.

Such person may be authorized to exercise all the rights of the Shareholder.

Article 116. Notification of Change of Person

Each FZLLC shall file with the Authority details of any change in the persons or the particulars of the persons who are Directors and Officers of the FZLLC within fourteen (14) days of such change taking place.

Chapter 4. Records, Accounts and Auditors

Section 1. Maintenance of Records

Article 117. Purpose of Maintenance of Records

The FZLLC must maintain records for accounting purposes that are sufficient:

- i. To account for sum of monies received and expended;
- ii. To document the assets and liabilities;
- iii. To document all sales and purchases of goods by the FZLLC;
- iv. To disclose the financial position.

Article 118. Nature of Records

Records for accounting purposes include transactional, financial and contractual documentation, as well as supporting documents and information, that is generated during the course of operation or business of the FZLLC.

Article 119. Period of Retention

Records for accounting purposes must be retained by the FZLLC for a period of five (5) years from the date a record is created.

Article 120. Inspection of Records

Records for accounting purposes should be made available for inspection by a Shareholder, Director, auditor, Manager, secretary, the Registrar or a person authorized to inspect the Records.

Section 2. Accounts

Article 121. Financial Statements to be Laid before General Meeting

The Director(s) of every FZLLC shall, for each financial year, lay before the FZLLC in General Meeting:

a. Financial statements for such period which shall include:

- i. A statement of the results of operations for such period (i.e. a profit and loss account);
- ii. A statement of retained earnings or deficit;
- iii. A balance sheet at the end of such period;
- iv. A statement of changes in financial position for such period;
- v. Notes to the financial statements which shall include a description of the generally accepted accounting principles used in the preparation of the financial statements, and which principles shall be such accepted accounting principles as may be appointed by the Authority and where the generally accepted accounting principles used are other than those of the Free Zone, the notes shall identify the generally accepted accounting principles so used. The Authority may appoint generally accepted accounting principles promulgated by an accounting standard setting body which may be either International Accounting Standards (IAS) or such other standards as the Authority may determine from time to time; and
- vi. Further information as required by these Regulations, any applicable rules, standards and policies issued by the Authority from time to time and the FZLLC own MOA and AOA.

b. The report of the auditors in respect of the financial statements.

Article 122. Signature of the Financial Statements to be Laid before General Meeting

Financial statements mentioned in the above article 121 shall be signed on the balance sheet page by the Director(s) of the FZLLC.

Article 123. Adjourning the General Meeting for not Laying the Financial Statements

If at a General Meeting at which financial statements should be laid, the statements have not been so laid; it shall be lawful for the chairman to adjourn the meeting for a period of up to ninety (90) days or a longer period as the Shareholders may agree.

Article 124. Right to Receive Copies of Financial Statements

a. A copy of the financial statements of the FZLLC, including every document required by these Regulations or the Articles of Association of the FZLLC shall be made available to every Shareholder of the FZLLC.

b. If such financial statements and other documents are not sent to each Shareholder seven (7) days before the general meeting, any Shareholder may request adjourning the meeting for seven (7) days provided that this article shall not require the making available of the financial statements and other documents to :

- i. Any person not entitled to receive notices of General Meetings;
- ii. More than one of the joint holders of any Shares; and
- iii. Any person whose address is not known to the FZLLC.

Section 3. Auditors

Article 125. Appointment, Removal and Resignation of an Auditor

a. The Authority will maintain a list of approved auditors and the FZLLC must appoint an auditor from this list for the purpose for which an auditor is required under these Regulations.

b. The FZLLC must not appoint an auditor who:

- i. Has, or may reasonably be perceived to have, a conflict of interest; or
- ii. Is not, or may reasonably be perceived not to be, independent from the affairs of the FZLLC.

c. The Shareholders may by an Ordinary Resolution, or by a resolution passed by such greater percentage majority of Shareholders with voting rights as prescribed in the Memorandum of Association and Articles of Association, appoint one or more auditors to hold until the close of the next

General Meeting, and if an appointment is not so made, the term of the appointment of the auditor already appointed will extend until a successor is appointed. The Shareholders at the first General Meeting must appoint the first auditor, and if the Shareholders fail to do so, the Director(s) must promptly appoint an auditor.

d. The Shareholders may by an Ordinary Resolution, or by a resolution passed by such greater percentage majority of Shareholders with voting rights as prescribed in the Memorandum of Association and Articles of Association, remove an auditor before the expiry of the term of appointment, and must appoint another for the remainder of the term of the removed auditor.

e. The remuneration of an auditor will be fixed by the Shareholders.

f. An Auditor may resign as an auditor by a notice of at least forty two (42) days in writing to the FZLLC stating the circumstances surrounding the resignation. The Directors must forthwith call a General Meeting for the appointment of an auditor in accordance with these Regulations to ensure that a replacement auditor is appointed by the time the resigning auditor's resignation comes into effect.

Article 126. Auditor's Report

a. An Auditor must audit the accounts of the FZLLC once a year and prepare an auditor's report.

b. An Auditor's report must:

- i. Identify the standards or principles used in preparing the accounts;
- ii. State whether in the auditor's opinion the accounts have been prepared in accordance with these Regulations and applicable laws, standards and principles;
- iii. State whether the accounts give a true and fair view of the financial affairs; and
- iv. State any other matter or opinion required under these Regulations.

c. An Auditor has the right to access the Records of the FZLLC that may be required for the audit.

d. The FZLLC must disclose the requested information to the auditor.

Chapter 5. Transfer to the Free Zone, Amalgamation and Winding Up

Section 1. Transfer to the Free Zone

Article 127. Definition and Preliminary Consents

- a. A commercial company registered in another free zone in the Emirate of Dubai may apply for the continuation in the Free Zone as an FZLLC, based on a Special Resolution, and subject to the consent of the free zone where the company is originally registered, and to the consent of the Authority given in its absolute discretion and pursuant to the provisions of these Regulations
- b. The preliminary consent shall not be granted to companies under liquidation or under judicial management.

Article 128. Conditions of Transfer to the Free Zone

Further to completing the conditions of licensing, an application to transfer to the Free Zone must be submitted to the Authority and shall be supported with the documents requested by the Authority for this purpose. These documents include:

- a. A certificate of continuity of registration from the free zone where the commercial company is originally registered;
- b. A Special Resolution resolving to transfer the commercial company to the Free Zone and for it to continue as an FZLLC;
- c. Certified copies of the commercial company's MOA and AOA, or equivalent constitution documents, and shares certificates and resolutions related to the appointment of Directors;
- c. A draft of MOA and AOA amended as per the requirements of these Regulations;
- d. The audited financial statements of the commercial company for the last three years or for the period since its registration in the free zone where it has been originally registered;
- e. Certificate from the external financial auditor of the commercial company certifying that adequate notice has been given to all known creditors of such company, and no creditor objects to the transfer to the Free Zone.

Article 129. Formalities of Transfer to the Free Zone

On approval of the application and confirmation of the Premises, the following formalities shall be accomplished:

- a. The transferred FZLLC shall publish the occurrence of the transfer in two (2) local daily newspapers, one Arabic and one in English;

- b. The free zone where the transferred FZLLC was originally registered shall issue a certificate certifying the occurrence of the transfer;
- c. The Authority will issue:
- i. FZLLC License;
 - ii. FZLLC certificate of continuation equivalent to the Certificate of Incorporation, where the fact of transfer from specific free zone to the Free Zone must be mentioned with reference to the date of original registration and date of transfer ;
 - iii. FZLLC registered MOA and AOA.
- d. The transferred FZLLC shall continue with all its assets, rights and liabilities, including the Directors' liabilities and the legal proceedings existing before the occurrence of the transfer;
- e. The employment contracts shall remain the same, only the employees' visas shall be transferred.

Section 2. Amalgamation

Article 130. Definition

Subject to the consent of the Authority given in its absolute discretion and pursuant to the provisions of these Regulations, two (2) or more FZLLCs which are incorporated in the Free Zone may amalgamate and continue as one FZLLC and, if a License has been granted to one or more of these companies, these Regulations governing such License shall continue in effect for the surviving FZLLC, subject to the Authority's consent.

Article 131. Conditions of Amalgamation

An application to amalgamate must be submitted to the Authority, and shall be accompanied by an application fee and supported by the documents requested by the Authority for this purpose. These documents shall include:

- a. A certified copy of resolutions of Shareholders of each of the amalgamating companies;
- b. A declaration signed by the director of each amalgamating company declaring that there are reasonable grounds for believing that:
 - i. The amalgamating company is, and the surviving corporation will be, able to pay its liabilities as they become due;
 - ii. The realizable value of the surviving company's assets will not be less than the aggregate of its liabilities and issued capital of all classes; and

- iii. No creditor will be prejudiced by the amalgamation or adequate notice has been given to all known creditors of such company, and no creditor objects to the amalgamation otherwise than on grounds that are frivolous or vexatious.

Section 3. Winding Up

Article 132. Modes of Winding Up

- a. The FZLLC may be wound up by the Authority or voluntarily.
- b. The FZLLC will be under dissolution in the event of a voluntary winding up or winding up by the Authority in the Authority's discretion. The Registrar will include "under liquidation" after the name of the FZLLC in the FZLLC Register. The FZLLC must include "under liquidation" after its name in its correspondences.

Article 133. Voluntary Winding Up

The FZLLC may be wound up voluntarily in the following events:

- i. When the period, if any, fixed for the duration of the FZLLC by its MOA and AOA expires;
- ii. When an event, as may be provided in the MOA and AOA, occurs where an FZLLC is to be dissolved; or
- iii. When the FZLLC resolves by a Special Resolution, or by a resolution passed by such other majority percentage of Shareholders with voting rights as set in the MOA and AOA, that the FZLLC be wound up voluntarily. A copy of the Special Resolution for winding up voluntarily must, on the date that it is issued, be submitted to the Authority.

Article 134. Appointment and Duties of the Liquidator

- a. After the dissolution of the FZLLC, one or more auditors must be appointed as liquidators by an Ordinary Resolution.
- b. The appointment of a liquidator must be immediately notified to the Authority. A copy of the Ordinary Resolution for appointment of a liquidator must be submitted to the Authority on the date that it is issued. The liquidator's name will be entered in the FZLLC Register.
- c. A liquidator will have the authority to conduct the affairs of the FZLLC under liquidation. A liquidator's duties include:

- i. To prepare a list of the FZLLC's assets and liabilities and a balance sheet on which the liquidator will sign along with the Manager or Director(s);
- ii. To maintain a register for the liquidation process;
- iii. To preserve the FZLLC's assets and entitlements;
- iv. To operate, maintain and close the bank accounts of the FZLLC;
- v. To pay the FZLLC debts;
- vi. To represent the FZLLC before a court.

d. The powers and duties granted to a liquidator must not, unless the liquidator requires, be performed by the officers of the FZLLC, and the role of the officers must be limited to assisting the liquidator in performance of his powers and duties.

e. Where the FZLLC is in dissolution due to an order of the court, the court may define the method of liquidation and appoint the liquidator.

f. A liquidator cannot undertake new business for the FZLLC, unless necessary for the completion of a previous business.

g. A liquidator may be removed by an Ordinary Resolution, provided the resolution for removal prescribes an appointment of another liquidator. The removal and replacement of a liquidator is subject to the Authority's approval.

Article 135. Distribution of Assets

a. A liquidator must notify, by registered mail, all the creditors of the FZLLC of the commencement of liquidation and invite the creditors to present their claims.

b. A liquidator must publish the commencement of liquidation of the FZLLC in two (2) local daily newspapers, one Arabic and one in English, to invite objections to the liquidation by giving a period not less than forty five (45) days.

c. The assets of the FZLLC must be distributed by the liquidator in the following order:

- i. First towards amounts owed to the Authority;
- ii. The remaining towards the cost of liquidation, including liquidator's fee;
- iii. The remaining to the creditors;
- iv. The remaining to the Shareholders on a pro rata basis.

d. Where a creditor fails to present its claim, the liquidator must deposit the sum owed to that creditor in the court.

Article 136. Completion of Liquidation

a. On completion of liquidation in accordance with these Regulations, the liquidator will issue a final liquidation report to the Authority.

b. The Authority shall, provided that the liquidation has been conducted to the satisfaction of the Authority, in relation to the FZLLC under dissolution:

- i. Cancel the License;
- ii. Terminate the contracts that the FZLLC has with IHC;
- iii. Remove the FZLLC from the Register, as well as any other register maintained by the Authority;
- iv. Issue certificate of termination.

Annex 1 - IHC Licenses List of Activities

1. Segments and Activities

- 1.1 The practice of the below activities is subject to obtaining the appropriate License from the Authority and the required approval(s), if any, from the Relevant Authority(ies).
- 1.2 IHC's License categories are divided into segments and each segment has a number of activities and specialties.
- 1.3 The Authority will not allow any Commercial Entities (FZLLC) to transfer shares in the first year of incorporation, if such transfer of shares involves the change of activities to a different segment.

2. Listing of Segments and Activities on a License

- 2.1 Only one activity will be licensed from one segment of activities, unless the licensee Humanitarian Organization or Commercial Entity is specifically authorized to conduct more than one activity from the same segment. Addition of an activity is subject to the Authority's approval.
- 2.2 In case the licensee Humanitarian Organization or Commercial Entity opts to add other activity(ies) from another segment, licensee need to pay additional fees as per IHC's list of tariffs. This will be subject to the IHC approval and/or Relevant Authority's approval (if applicable) based on the business plan proposal to add a new activity.

3. License Segments for Humanitarian Organizations and Commercial Entities

Segment 1: Humanitarian Aid & Relief		Nature of Activity
Activity 1.1: Humanitarian Aid Material or Logistics (Non Food items "NFI")	Assisting with humanitarian goods or services for development of the community, Emergency relief supplies; including tents, blankets, food, clothing, medicines, medical equipment, water purification systems, and IT system or any other equipment needed during the emergencies & disaster occurrences.	Humanitarian/ Commercial



<p>Activity 1.2: Humanitarian Aid Material or logistics (Food items)</p>	<p>Emergency food items or any food items (e.g.: biscuit, dates, barley, rice, wheat etc.) excluding: Fresh vegetables, fruits, juices, beverages, (alcoholic or non-alcoholics) soft drinks.</p>	<p>Humanitarian /Commercial</p>
<p>Activity 1.3: Emergency Assistance Services</p>	<p>Emergency assistance services including medical assistance, water sanitation and installation of related facilities purification, IT installation of and communications systems, service provision of logistic operations such as for coordination, information management transportation, warehousing and third party logistics service.</p>	<p>Humanitarian /Commercial</p>
<p>Activity 1.4: Relief Coordination</p>	<p>Includes coordination of rescue teams, medical teams, mine-clearance experts, large-scale population movements and disaster prevention and preparedness activities. Protection in the form of cash and in kind benefits to persons who are socially excluded or at risk of social exclusion.</p>	<p>Humanitarian/ Commercial</p>
<p>Activity 1.5: Construction & Rehabilitation</p>	<p>Carrying-out of short-term rehabilitation and reconstruction work (i.e. infrastructure and equipment) in order to facilitate the arrival of relief, minimize the effect of the crisis and/or rehabilitate the area.</p>	<p>Humanitarian /Commercial</p>
<p>Activity 1.6: Endowment Management and Organization</p>	<p>Includes firms which manage the charity endowments, granted by owner of the firm themselves or other for the various charity expenditure, care for these endowments and organize spending their return on building, development and restoring mosques or other charity purpose.</p>	<p>Humanitarian /Commercial</p>
<p>Activity 1.7: Foreign economic aid related services</p>	<p>Public administrative services for economic aid to developing countries, whether or not routed through international organizations, provided by offices, bureau and programme units for non-military aid programmes to required countries inclusive of support for technical assistance and training.</p>	<p>Humanitarian /Commercial</p>



<p>Activity 1.8: Computer related solution, soft development IT Infrastructure and networking</p>	<p>Includes firms specialized in laying the technical foundation of the information technology which comprises the network, software design, system analysis maintenance and training, offering consultancy, also includes providing technical services and consultancies with respect to information technology and applications.</p>	<p>Humanitarian/ Commercial</p>
<p>Segment 2: Humanitarian Development Services</p>		<p>Nature of Activity</p>
<p>Activity 2.1: Health care awareness</p>	<p>Includes awareness of health related workshop, training, conference, seminar, disease detection, prevention, monitoring, epidemiological data collection and family planning services. Preparation and dissemination of information on public health matters includes public health services delivered by special teams to group of clients, most of who are in good health, at workplaces, schools or other non- medical setting, public health services not delivered by medically qualified doctors, public health services laboratories or by any other mean of communication on its advocacy programmes. (It excludes medical analysis laboratories, laboratories engaged in determining the causes of disease).</p>	<p>Humanitarian/ Commercial</p>
<p>Activity 2.2: Economic Development & Microfinance Training & Education</p>	<p>Includes supporting the institutions involved in the provision of financial services to low-income groups who lack access to banks, the micro financing process includes credits, saving, insurance, fund transfers, which would raise incomes and improve the standard of living of such groups helping them out of poverty.</p>	<p>Humanitarian/ Commercial</p>
<p>Activity 2.3: Educational Facilities</p>	<p>Includes donating or supplying the educational material to schools, universities and/or other institutes who provides education and training or providing</p>	<p>Humanitarian/ Commercial</p>



& Material Provider	scholarships, grants, loans and allowances to support students pursuing education. Administration and operation of government agencies engaged in applied research and experimental development related to education undertaken by non-government bodies such as research institute and universities.	
Activity 2.4: Promotion of Social Human Values	Includes nurturing and uplifting human values through community development initiative, value based education which encourages harmony communication and dialogue between people of various cultures and ethnic background, disaster relief with short terms relief and long term rehabilitation program, women and youth empowerment, prison programs for crime prevention and prisoner rehabilitation, forum for dialogues to create a platform for people to come together to facilitate conflict resolution and promote peace initiatives.	Humanitarian/ Commercial
Activity 2.5: Consultancy in Information Management and marketing	Includes firms specialized in preparing studies and consultancies concerning manpower planning as well as improving its performance through studying the problem encounter the employee. Those problems could be technical, psychological or behavioral, The process involve analyzing the problem and then seeking the proper solution by means of reporting, advising, consulting, designing of professional and administrative programs and proposing adequate training to overcome the employees problems and enhancing their performance.	Humanitarian/ Commercial
Activity 2.6: Microfinance Institution support services	Includes supporting the institutions involved in the provision of financial services to low-income groups who lack access to banks, the micro financing process includes credits, savings, insurance, fund transfers, which would raise incomes and improve the standard of living of such groups help them out of poverty.	Humanitarian/ Commercial



<p>Activity 2.7: Human Resources Consultancies</p>	<p>Includes activity of listing employment vacancies and referring or placing applications for employment, where the individual referred or placed are not employees of the employment agencies, supplying workers to clients' businesses for limited periods of time to supplement the working force of the client, and the activities of providing human resources and human resources management services for others on a contract or fee basis. This division also includes executive search and placement activities and activities for theatrical casting agencies.</p>	<p>Humanitarian/ Commercial</p>
<p>Activity 2.8: Therapeutic Appliances and Equipment</p>	<p>Includes provision of therapeutic appliances and equipment such as corrective eyeglasses and contact lenses, hearing aids, glass eyes, artificial limbs, other prosthetic devices, surgical belts, trusses and supports, neck braces, medical health lamps, powered and unpowered wheelchairs and invalid carriages, special beds, crutches, electronic and other devices for monitoring blood pressure etc., administration, operation or support of the provision of prescribed therapeutic appliances and equipment.</p>	<p>Humanitarian/ Commercial</p>
<p>Segment 3: Environmental & Natural Resources</p>		<p>Nature of Activity</p>
<p>Activity 3.1: Natural Resources Management</p>	<p>Includes the provision of programs that consider natural resources in humanitarian programs and the sustainable use of natural resources. This includes efforts to minimize and control pollution and encourage waste management and recycling.</p>	<p>Humanitarian/ Commercial</p>
<p>Activity 3.2: Pollution Control</p>	<p>Includes the provision of programs related to advocacy / campaign to control the spread of pollution and/or minimize the effect of pollution in general.</p>	<p>Humanitarian/ Commercial</p>
<p>Activity 3.3: Waste Management & Recycling</p>	<p>Includes the provision of programs related to recycling and waste management.</p>	<p>Humanitarian/ Commercial</p>
<p>Activity 3.4:</p>	<p>Includes the provision of programs related to addressing</p>	<p>Humanitarian/</p>



Global Climate Change	climate change and minimizing the effect of climate change.	Commercial
Activity 3.5: Supplier of Environmental Products and/or Services	Includes the supply of Environmental Products (e.g. sand bags for flood control) and/or Environmental Services (e.g. recycling and waste management) aimed at controlling or preventing environmental disasters.	Humanitarian/ Commercial
Segment 4: Agriculture, Soil & Irrigation		Nature of Activity
Activity 4.1: Growing of cereals and other Crops	Includes cultivating filed crops such wheat, barley, corn, legumes and other for development of economy and support to particular country.	Humanitarian/ Commercial
Activity 4.2: Soil Preparation and Irrigation	Includes soil preparation services, levelling and tillage by mean of agriculture equipment and machinery, fertilization by natural and artificial fertilizers and nitrogen compounds, designing suitable irrigation system, executing the necessary works and installation the respective equipment.	Humanitarian/ Commercial
Activity 4.3: Irrigation/drainage, conservation	Includes the provision of programs for irrigation/drainage and conservation	Humanitarian/ Commercial
Activity 4.4: Agribusiness Development)	Includes agrichemicals, breeding, crop production (farming and contract farming), distribution, farm machinery, processing, and seed supply, as well as marketing and retail sales.	Humanitarian/ Commercial
Activity 4.5: Supplier of Agricultural Products and/or Equipment:	Includes supplying agricultural products (e.g. fertilizers, crops, seeds) and/or equipment (e.g. irrigation equipment).	Humanitarian/ Commercial



Segment 5: Coordination and Liaison offices, Regional Head Quarters		Nature of Activity
Activity 5.1: Representative Office	Establishment of an office in Dubai by any international company or enterprise to represent it in the UAE in order to promote its products and services, boost business or facilitate commercial agreements between the principal the customers, such office is not allowed to carry out any trading activity nor enter into commercial transaction and deals by itself	Humanitarian/ Commercial
Activity 5.2: Office of international organization	Includes offices founded by the international organization or bodies or the affiliated centers and institutions, with a view for steering some of their activities outside the country or making the same liaison office to prepare for their activities in the region or top the data and information necessary for the practice of the different activities.	Humanitarian/ Commercial
Activity 5.3: Social and humanitarian representative office	Includes managing orphanages, social clubs (providing food, shelter and other necessary day to day need to those children who lost their parents or do not have any guardian to take care of them) which provide general humanitarian training and awareness programme which are non-political and non-religious.	Humanitarian/ Commercial
Segment 6: Logistics, warehouse management and overseas international freight services		Nature of Activity
Activity 6.1: Logistic	Includes provision of services for storage, logistics support in transportations and custom assistance for emergency relief cargo.	Humanitarian/ Commercial
Activity 6.2: Air Cargo	Includes provision of air Freighter for relief cargo and pax transportation in support of humanitarian operations inbound and outbound.	Humanitarian/ Commercial



Activity 6.3: Shipping Line agents	Includes shipping Agent and/or Organizations for relief cargo and pax sea transportation in support of humanitarian operations inbound and outbound.	Humanitarian/ Commercial
Activity 6.4: Land Transport Agent	Includes road transportation agent/contractor for relief cargo and pax sea transportation in support of humanitarian operations inbound and outbound.	Humanitarian/ Commercial
Activity 6.5: Warehouse management and warehouse handling service	Includes supplies of warehouse equipment, warehouse managements & relates services.	Humanitarian/ Commercial
Activity 6.6: General Warehousing	Includes firms offering warehousing facilities equipped with loading and unloading to store raw materials, packing materials, semi or finished goods.	Commercial
Segment 7: Service provision and consultancy is restricted to persons or organizations that are already licensed to undertake that particular activity by the Relevant Authority in Dubai or elsewhere in the United Arab Emirates		Nature of Activity
Activity 7.1: Legal Consultants	Includes offices and firms which offer consultancies and prepare legal study, lawsuits and the legal questions submitted thereto, (However, they are not entitled to assume the defense before courts in this regard.)	Humanitarian/ Commercial
Activity 7.2: Lawyers and Advocates	Includes firms licensed to assume the defense in the cases files with court. They also offer consultancy and draw up legal studies of the lawsuits and the legal questions submitted to them	Humanitarian/ Commercial
Activity 7.3: Auditing of Accounts	Includes offices that practice accounting services and that are qualified to audit accounts of companies and firms and make comprehensive examination and auditing of all kinds of accounts, records and accounting books of an establishment, the outcome of its business, and reports on its financial position. These offices are also specialized in all accounting services and consultancies.	Humanitarian/ Commercial



Activity 7.4: Accounting & Bookkeeping	Includes offices specialized services for designing the accounting systems for companies and firms, designing accounting documents, managing records and books, setting documentary cycles or other accounting processes. These offices offer services against fixed fees, but may not examine or audit accounts.	Humanitarian/ Commercial
Activities 7.5: Conferences and Seminars Organizing	Includes firms which are offering conference and symposium to organize and administrate the services to the governments, not for profit agencies or private bodies. These services include the activities and measures necessary for holding conferences and symposia such as receiving the participants, organizing their residences, travels and arranging the venue for the functions and providing with other necessary facilities.	Humanitarian/ Commercial
Segment 8: General service providing food and other necessary items – Retail Activities		Nature of Activity
Activity 8.1: Kiosk:	Includes general goods suppliers, (such as refreshments, gifts, magazines, newspapers, cigarettes, chocolates, non-alcoholic drinks, fruits, toys & others).	Commercial
Activity 8.2: Restaurant:	Includes restaurants equipped with the suitable installations to prepare and service Food, snacks inside, as well as various beverages for immediate consumption by the public.	Commercial
Activity 8.3: Coffee Shop	Includes shops sell coffee, tea, juices, soft drinks, biscuits and certain sweet cakes and ice-creams to the public	Commercial
Activity 8.4: Cafeteria	Includes cafeterias that sell snacks, juices and beverages to the public.	Commercial



Segment 9: This category includes the activities represented in the management services or business services		Nature of Activity
Activity 9.1: Insurance agent	Includes firms which represent one or more insurance company/companies in dealing with the insured parties, policy buyers and insurance brokers. An establishment of that kind works for the account of the insurance company under a special contract. It represents the insurance company on the local level and is authorized to carry out business assigned to it, provided that all its acts and activities are approved by the company. It receives its remunerations from the company and not from the insured parties.	Commercial
Activity 9.2: Courier Services / Parcels Delivery	Includes delivering well wrapped parcels in specific weight and dimensions of 1.5 meters at most, as well as providing courier services.	Commercial
Activity 9.3: Travel & Tourism Agents	Includes agents of international airlines authorized to reserve passengers seats, sell travel tickets, this also includes travel offices involved in the same activities intermediaries as well as carrying related services, such as hotel, booking rental etc.,	Commercial
Activity 9.4: Car rental	Includes firms specialized in providing passenger transport services by taxi, lease cars with or without drivers.	Commercial
Activity 9.5: Trading in Stationeries	Includes activities related to stationery items (such as copying and writing paper, notebooks, record books, various types of pens and pencils, rulers, sharpeners, paper perforators, paper clipping requisites, ready stamps, typewriters ribbons and other stationary materials, drawing requisites including geometrical drawing pencils, decorative pens, rulers, triangular rulers, colours, colour pencils, ink, drawing paper and others.)	Commercial



Activity 9.6: Pharmacy	Includes specialized facilities licensed to sell and prepare registered drugs, pharmaceuticals, medical supplies and dispense herbal and medical drugs against medical prescription, according to the laws and regulations issued by competent authority of UAE. It is supervised by a licensed pharmacist who works permanently in the pharmacy.	Commercial
Activity 9.7: Commercial banks (Branch)	Includes firms which regularly received money from the public in the form of call notice or time deposits, or invest loan instruments or deposit certificates to use them partially or fully in the granting of loans and advances of their account and on their own responsibility, This also includes firms which issues and received cheques introduce public and private loans, trade in foreign currencies or precious metals, open documentary credits, exchange travel cheques and carry out other banking operations provided for by the commercial law or have been established as operations pertaining to commercial banks.	Commercial
Activity 9.8: Documents Clearing Services	Includes a firm which undertakes to submit commercial and personal documents belongs to others to government and non-government bodies and following up these documents pending finalization of their formalities.	Commercial
Activity 9.9: Customs Broker	Includes legal or natural persons engaged in preparing customs declaration and submitting to customs authorities to clear the goods of other.	Commercial



Segment 10: Services or Trading of new or used vehicles, spare parts, maintenance of equipment, vehicles and general machineries or related services.		Nature of Activity
Activity 10.1: Trading in Auto Spare parts and Components	Includes reselling spare parts and to use fully or partially in repairing and maintaining motor vehicles, buses, trucks and trailers and other relevant requisite including oils, paint etc.	Humanitarian/ Commercial
Activity 10.2: Fleet Vehicles Management	Includes managing the fleet vehicles, except buses, for different corporation by staff specialized and familiar with all the traffic regulations. Note: Repair of vehicles only for those which being purchase under authority issued license and managed or repair for export purposes.	Humanitarian/ Commercial

Annex 2 – IHC’s List of Tariffs

Description	Applicability	Tariffs	Business Rules
Registration & Licensing’s Tariffs			
Registration & Licensing - Main Services			
New Commercial Entity Registration	One time	1,000/-	All registration applications
New Humanitarian Organization Registration	One time	Nil	All registration applications
New Commercial Entity License	Option - 1 (Advance payment) 2 year	17,000/-	New License and renewal of License; Licenses are issued for 2 years along with the advance payment.
	Option - 2 (Yearly payments for 2 years) (2 equal installment)	8,500/-each	
New Humanitarian Organization License	Option - 1 (Advance payment) 2 year	10,000/-	New License and renewal of License; Licenses are issued for 2 years along with the advance payment.
	Option - 2 (Yearly payments for 2 years) (2 equal installments)	5,000/- each	
Registration & Licensing – Amendment Services			
Converting commercial branch to FZ LLC	On request	5,000/-	Applicable per transaction
Change of Share Capital (Increase/ Decrease)	On request	1,500/-	Applicable per transaction
Share Transfer	On request	1,000/-	Applicable per transaction depending on the no. of new share holder(s)

Description	Applicability	Tariffs	Business Rules
Amalgamation of Companies / Merger	On request	2,000/-	Applicable per transaction
Memorandum of association (MOA) and Articles of Association (AOA) both– Amendment	On request	200/-	Applicable per document
Re-issuance of Constitution document (MOA, AOA and Certificate of Incorporation)	On request	500/-	Applicable per document
Change in Parent Company Name	On request	1,000/-	Applicable per transaction
Company/Operating Name Change	On request	1,000/-	Applicable per request
Change of Domicile of Parent Organization	On request	2,000/-	Applicable per transaction
Manager Name Change	On request	500/-	Applicable per change
Appointment/Change of Director	On request	200/-	Applicable per transaction
Change of Financial Year	On request	200/-	Applicable per transaction
Re-Issuance of License	On request	500/-	Applicable per issue
Adding additional segment of Activity	On request	1,000/-	Applicable per segment
Address Change	On request	250/-	Applicable per request
License Re-instatement charges	On request	500/-	Applicable per request
Cancellation of any amendment request	On request	200/-	Applicable per transaction
Registration – No Objection Certificate (NOC) and Attestation			
No Objection Certificate (Any type)	On request	100/-	Applicable per document
Tax Exemption Letter	On request	100/-	Applicable per document
Certificate of Good Standing	On request	500/-	Applicable per document

Description	Applicability	Tariffs	Business Rules
Certificate of Incumbency	On request	500/-	Applicable per document
Extract of Registry	On request	500/-	Applicable per document
Extension of Initial Approval	On request	100/-	Applicable per request
Any other Letter (Unspecified)	On request	50/-	Applicable per document
Board Resolution / Other Resolution – Attestation	On request	150/-	Applicable per document
Specimen of Signature - Attestation	On request	50/-	Applicable per document
True Copy- Attestation	On request	50/-	Applicable per document
Original Seen-Attestation	On request	50/-	Applicable per document
Cancellation/Deregistration			
License Cancellation (Commercial Entity and Humanitarian Organization)	On request	1,000/-	Applicable per transaction
Facility Management's Tariffs			
Lease and Related Services			
Notes:			
1. Lease of an office space in buildings/ showrooms/ Business center is mandatory for Humanitarian Organizations and Commercial Entities			
2. Unless otherwise mentioned, all fees are expressed in UAE Dirhams, per Square Meter (SQM.), per annum			
Lease of Office space for Humanitarian Organizations at office buildings	On request	482	Applicable per SQM per annum
Lease of Office space for Commercial Entities at office buildings	On request	807/-	Applicable per SQM per annum
Lease of Office space for Humanitarian Organizations at showrooms	On request	269/-	Applicable per SQM per annum

Description	Applicability	Tariffs	Business Rules
Lease of Office space for Commercial Entities at showrooms	On request	376/-	Applicable per SQM per annum
Lease of Warehouse space for Humanitarian Organizations	On request	269/-	Applicable per SQM per annum
Lease of Warehouse space for Commercial Entities	On request	376/-	Applicable per SQM per annum
Lease of Open yard storage space for Humanitarian Organizations	On request	32/-	Applicable per SQM per annum
Lease of Open yard storage space for Commercial Entities	On request	54/-	Applicable per SQM per annum
Utilities and Services charges	To be added to the lease's tariffs	96/-	Applicable per SQM per annum Not applicable for lease of open yard space
Rent Deposit (Refundable)	Mandatory with the Lease	10% of total lease amount	One-time payment, refund on deregistration of license
Car parking	One parking space for each organization	Free of charge	Additional parking may be provided based on the hired office space and availability
Business center workstation for Humanitarian Organizations	As per request	5,500/-	Applicable per workstation per annum. Utilities and Service charges are included
Business center workstation for Commercial Entities	As per request	8,500/-	Applicable per workstation per annum. Utilities and Services charges are included
Access Cards			
Employee Access Card	Sponsored Employee/UN	Free	3 working days
	Non-sponsored Employee	100/-	3 working days



Description	Applicability	Tariffs	Business Rules
Temporary Access Card	Volunteers/Interns/Employees on mission/contractors/employee which residency under process	Free	3 working days
Lost Employee Card	Replacement for lost Employee card	100/-	3 working days
Lost Temporary Access Card	Replacement for Lost Temporary Access Card	50/-	3 working days
Daily Visitor pass – Regular/ VIP	Regular/VIP visitors	Free	Immediate
Government Services' Tariffs			
Employment Visa			
Employment Residence (Inside/Outside of UAE) - Includes issuance of Entry Permit and stamping of residence visa after submission of medical fitness test report and Emirates ID registration - inclusive of local in-country Amendment	Normal	3,000/-	Entry Permit - 5 working days Residence Visa Stamping - 5 working days
	Express	4,500/-	Entry Permit - 2 working days Residence Visa Stamping - 2 working days
Residence Renewal	Normal	1,250/-	5 working days
	Express	1,875/-	1 working days
Renewal of Entry Permit Out of Country	Normal	450/-	5 working days
	Express	675/-	1 working days

Description	Applicability	Tariffs	Business Rules
Visit Visas			
Mission Visa – 14 days	Normal	450/-	5 working days
	Express	675/-	1 working day
Short Term Visit Visa - 1 Month	Normal	750/-	5 working days
	Express	1,125/-	1 working day
Long Term Visit Visa - 3 Months	Normal	1,500/-	5 working days
	Express	2,250/-	1 working day
Multiple Entry	Normal	3,450/-	5 working days
	Express	5,175/-	1 working day
Special Entry Permit (valid for 30 days)	Normal	100/-	5 working days
	Express	NA	NA
Conference Visa (30 days)	Normal	550/-	5 working days
	Express	825/-	1 working day
Cancellation of Unused Visit Visa	Normal	200/-	5 working days
	Express	300/-	1 working day
Establishment Cards (Humanitarian Organizations and Commercial Entities)			
Establishment Card – New (Commercial)	1 year	1800/-	3 working days (issued for 1 year)
	2 years	2800/-	3 working days (issued for 2 years)
Establishment Card – Renewal (Commercial)	1 year	1,600/-	3 working days (issued for 1 year)
	2 years	2,850/-	3 working days (issued for 2 years)
Establishment Card – New (Humanitarian)	1 year	550/-	3 working days (issued for 1 year)
	2 years	750/-	3 working days (issued for 2 years)

Description	Applicability	Tariffs	Business Rules
Establishment Card – Renewal (Humanitarian)	1 year	550/-	3 working days (issued for 1 year)
	2 years	750/-	3 working days (issued for 2 years)
Establishment Card Amendment pursuant to transfer to the Free Zone (Commercial)	As per validity of the Establishment Card	120/-	-
Establishment Card – Late Renewal Fine (GDRFA* Fine)	Per month	121/-	3 working days
Establishment Card – Correction / Replacement	Normal	200/-	3 working days
Establishment Card Cancellation	Normal	100/-	2 working days
Establishment Card Late Cancellation (GDRFA Fine)	Per month	120/-	2 working days
*GDRFA - General Directorate of Residency and Foreigners Affairs Dubai			
Visa Transfer			
Transfer from Government, Free Zone or Family to IHC	Normal	1,950/-	8 working days
	Express	2,925/-	2 working day
Internal Transfer within IHC	Normal	1,250/-	3 working days
	Express	1,875/-	1 working day
Family Visas			
Family New Residence (Inside/Outside of UAE) - Includes issuance of Entry Permit and stamping of residence visa after submission of medical fitness test report and Emirates ID registration - inclusive of local in-country amendment	Normal	2,900/-	Entry Permit - 5 working days
	Express	4,350/-	Residence Visa Stamping - 5 working days

Description	Applicability	Tariffs	Business Rules
Dependent to Dependent Release Transfer	Normal	1250/-	5 working days
	Express	1,875/-	1 working day
Family dependent Residence Renewal	Normal	950/-	5 working days
	Express	1,425/-	1 working day
Domestic Help New Residence (Inside/Outside of UAE) - Includes issuance of Entry Permit and stamping of residence visa after submission of medical fitness test report and Emirates ID registration - inclusive of local in-country amendment	Normal	7,000/-	Entry Permit - 5 working days Residence Visa Stamping - 5 working days
	Express	8,400/-	Entry Permit - 2 working days Residence Visa Stamping - 2 working days
Domestic Help Residence Renewal	Normal	6,300/-	5 working days
	Express	7,560/-	1 working day
Other GDRFA Related Services			
Immigration Fine	-	Fine + 150/-	-
Residence / Entry Permit Cancellation	Normal	250/-	5 working days
	Express	375/-	1 working day
Release Signed Out (Release from IHC)	Normal	300/-	2 working days
	Express	NA	-
Residence Cancellation - Out of UAE w/o Passport	Normal	800/-	5 working days
	Express	1,200/-	1 working day
Absconder Services - Employment	Normal	1,200/-	3 working days
	Express	1,950/-	1 working day
Absconder Services - Visit Visa	Normal	5,100/-	3 working days
	Express	7,650/-	1 working day
Absconder Services - Withdrawal of Absconder Notification	Normal	1,500/-	3 working days
	Express	2,250/-	1 working day
Transfer of Residence to new passport	Normal	600/-	5 working days
	Express	900/-	1 working day



Description	Applicability	Tariffs	Business Rules
Transfer of Residence to new passport with nationality change	Normal	800/-	5 working days
	Express	1,275/-	1 working day
Lost Passport Residence Re-Stamping	Normal	800/-	5 working days
	Express	1,200/-	1 working day
Residence Visa Amendment / Profession change	Normal	500/-	5 working days
	Express	750/-	1 working day
Salary Amendment	Normal	200/-	5 working days
	Express	300/-	-
Entry Permit Correction	Normal	400/-	5 working days
	Express	600/-	1 working day
Emirates ID			
New or Renewal of Emirates ID	Normal	240 (1 year)	1 working day
	Normal	340 (2 years)	1 working day
	Normal	440 (3 years)	1 working day
Medical Test	Standard	450/-	6 working days
	24hours	510/-	3 working days
	48 hours	610/-	2 working days
	VIP	810/-	1 working day
No Objection Certificate (NOC Letters)			
Employee Letter	Normal	60/-	2 working days
	Express	120/-	1 working day
Company Letter	Normal	85/-	2 working days
	Express	170/-	1 working day
Letter for Personal Vehicle Registration	Normal	150/-	2 working days
	Express	300/-	1 working day

Description	Applicability	Tariffs	Business Rules
Letter for Commercial Vehicle Registration	Normal	200/-	2 working days
	Express	400/-	1 working day
NOC Letter to RTA for Vehicle Branding	Normal	200/-	2 working days
	Express	300/-	1 working day
NOC Letter to Dubai Economic Department	Normal	500/-	2 working days
	Express	750/-	1 working day
NOC for Alcohol Permit	Normal	400/-	2 working days
	Express	800/-	1 working day
Signature Authorization Form - New or Amendment	Normal	85/-	2 working days
	Express	170/-	1 working day
Attestation & Other Services			
Attestation of Employment Contract	Normal	100/-	2 working days
	Express	200/-	Same day
Attestation of Passport Copy/Other Documents	Normal	100/-	2 working days
	Express	200/-	Same day
Typing fees for DNRD applications other than what is provided in this list	Normal	50/-	1 - 2 working days
	Express	NA	-
Visit Visa Security Deposit	Normal	2,050/-	-
	Express	NA	-
General Conditions			
1. All tariffs are expressed in UAE Dirhams.			
2. All Tariffs are subject to AED 10 Knowledge & AED 10 Innovation Dirham fees.			
3. All Tariffs mentioned in this schedule are subject to change by the Authority without prior notice. Updated schedule will be available on IHC's website.			
4. Tariffs for any services not mentioned in this schedule will be available on request.			
5. Lease and Related Services are subject to 5% VAT.			

Annex 3 - List of Fines and Penalties

No.	Category of Violation	1st month/instance	2nd month/instance	3rd month/instance	4th month (Humanitarian Organization and Commercial Entity)
High Risk Violations					
1	Failure to renew the License on or prior to the expiry	Notice and fine of AED 500/- to Humanitarian Organizations	Second notice and fine of AED 500/- to Humanitarian Organizations	Third notice and fine of AED 500/- to Humanitarian Organizations	1. Final notice; 2. Suspension of any services provided by the Authority to the Humanitarian Organization or Commercial Entity; 3. Notifying other Relevant Authorities of the breach and advise that services to the Humanitarian Organization or Commercial Entity are suspended; 4. Cancelling access cards and other cards issued in favor of the Humanitarian Organization or Commercial Entity or its Employees; and/or 5. Terminating the License and Lease in addition to starting the procedures deemed necessary for property repossession.
2	Non-issuance or non-renewal of compulsory insurance policies				
3	Possession of firearms or weapons within the Free Zone				
4	Conducting business without a license				
5	Failure to comply with any health, safety or environment (HSE) regulations promulgated by the Authority				
6	Carrying out a business/activity different to that set out on the License				
7	Building or using outside the Property or on the rooftop of buildings radio, television or telecommunication equipment without the Authority's approval				
8	Illegal hiring of personnel				
9	Allowing Employees sponsored by the Authority to work for third parties				
10	Failure to notify the Authority about absconding Employees within five (5) days				
Medium Risk Violations					
11	Operating from offices outside the Free Zone area or conducting activities outside the Free Zone area without the Authority's approval or Relevant Authority's (ies') approval	Notice and fine of AED 200/- to Humanitarian Organizations	Second notice and fine of AED 200/- to Humanitarian Organizations	Third notice and fine of AED 200/- to Humanitarian Organizations	1. Final notice and; 2. Suspension of any services provided by the Authority to the Humanitarian Organization or Commercial Entity; and/or 3. Notifying other Relevant Authorities of the breach and advise that services to the Humanitarian Organization and Commercial Entity are suspended.
12	Discharge of untreated waste or hazardous materials illegally / without approval				
13	Mishandling/abandonment/unsafe storage of dangerous goods or materials				
14	Utilization of non-sponsored Employee(s) without approval (temporary or permanent)				
15	Failure to immediately report any Health, Safety and Environment accident to the Authority				
16	Failure to renew the residence visa of an Employee on or before the expiry date				
17	Failure to cancel an Employee's visa within thirty (30) days of the Employee leaving the employment at the Humanitarian Organization or Commercial Entity				
18	Organize and conduct fundraising events in the Dubai or UAE without obtaining the required approvals				
19	Failure to submit the annual activity report on or before the first Working Day of February of each calendar year or as per any other deadline stipulated by the Authority				
20	Failure to submit the annual financial audit report within six (6) months from the end of the financial year				

Annex 3 - List of Fines and Penalties

No.	Category of Violation	1st month/instance	2nd month/instance	3rd month/instance	4th month (Humanitarian Organization and Commercial Entity)
Low Risk Violations					
21	Displaying/ selling products outside the Free Zone area without the Authority's approval and/or the necessary permits from the Relevant Authority(ies)	Notice to the breaching Humanitarian Organization or Commercial Entity	Second notice to the breaching Humanitarian Organization or Commercial Entity	Third notice to the breaching Humanitarian Organization or Commercial Entity	1. Final notice; 2. Suspension of any services provided by the Authority to the Humanitarian Organization or Commercial Entity; and/or 3. Notifying other Relevant Authorities of the breach and advise that services to the Humanitarian organization or Commercial Entity are suspended.
22	Renting storage area(s) within the UAE outside the Free zone without obtaining the Authority's approval				
23	Breach of any administrative rule or regulation relating to the Regulations (other than those specified above)				
24	Non-authorized utilization of common areas or areas outside the Property for storage				
25	Installation of marketing collaterals, posters, emblems, creation of internal/ external signboards or advertisements in common areas without the Authority's approval				
26	Sub-leasing of Property without the Authority's approval				
27	Wrong parking or parking in non-designated areas				
28	Unauthorized dumping of material within the Free Zone area				
29	Announcing fundraising campaigns through any communication mean prior to obtaining the required approvals				
30	Not indicating the legal status as a Free Zone entity on the letterhead or footer of all formal correspondence				
31	Failure to comply with the conditions of the Sponsorship Agreement				
32	Restricting the Authority's inspector(s) from entering the Property or hindering their task in any way				
33	Obstruction on access roads/ parking area entrances				
34	Furnishing incorrect or misleading information to the Authority.				
35	Late payment of any fees within the due time frame				

General Conditions

1. All amounts are expressed in UAE Dirhams.
2. All amounts are subject to AED 10 Knowledge & AED 10 Innovation Dirham fees.
3. All amounts mentioned in this list are subject to change by the Authority without prior notice. Updated list will be available on IHC website.