

ESTI INFINIT LLC-FZ

Reg no. 2204404

Business Center 1, M Floor,

The Meydan Hotel, Nad Al Sheba, Dubai, U.A.E.

office@consultanta-firme.ro: +40723374704

BUSINESS PROPOSAL

Apr 2023

- **100% foreign ownership**
- **Tax-free policies**
- **1,500 business activities to choose from**
- **Support desk**
- **Modern communications infrastructure**
- **No currency restrictions**

1. Package (Basic) – 6000\$

LLC-FZ incorporation (100% online) – 5-10 days

The package includes :

- license for 3 group activities
- certificate of formation
- share registry
- the lease agreement for office address (4h /month free acces sharedesk)
- the memorandum & articles of association

Important to know :

- annual recurrent costs : 3400 \$ (government taxes for renewall of licence for 3 group activities + renewall of the lease agreement for office address – agent fees are not included)
- at this date, there is no need to file an annual audit but only in case the authorities asks for it specifically , you have 30 days to present it .

2. Package VISA 1 – 8700 \$

The package includes:

Opening a LLC-FZ (100% online)

Trade license for 3 Business Activities Groups

Lease Agreement – share desk (4h /month physical acces)

1 Partner Visa Allocation for 2 years (easy renewable)

Assistance for **quick VIP medical** fitness test + biometric screening (home pickup)

Assistance for obtaining the UAE residence ID card (Emirates ID)

Assistance for opening a **bank account** in UAE

A meeting with a **certified UAE accountant** (optional)

A meeting with our real-estate team and visiting some **real-estate projects** (optional).

Important to know :

- annual recurring costs (government taxes for renewall of licence for 3 group activities + lease agreement renewall, agent fees are not included) : 3.400 \$ (in year 3 there will be additional costs for the 2 years Visa/residence ID renewall – 2500\$) .

3. Package VIP 1 - 15.000 \$

The package includes:

- Opening a LLC-FZ (100% online)
- **Trade license** for 3 Business Activities Groups
- **Lease Agreement** – share desk (4h /month physical acces)
- **Company stamp**
- **UAE immigration card** (necessary for employing staff from abroad)
- **1 Partner Visa Allocation** for 2 years (easy renewable)
- Assistance for **quick VIP medical** fitness test + biometric screening
- Assistance for obtaining **UAE residence card** (Emirates ID)
- Assistance for opening a **bank account** in UAE
- A meeting with a **certified UAE accountant** (optional)
- A meeting with our real-estate team and visiting some **real-estate projects** (optional).
- **Pick-up and drop-off from/to the airport/hotel** for all services provided and assistance for all services.

Annual recurring costs : 15.000 \$.

- License renewal for 3 group activities
- Lease agreement renewal
- UAE immigration card renewal
- **Pick-up and drop-off from/to the airport/hotel.**
- **Visa renewal** (after 2 years)
- **Assistance for quick medical** fitness test + biometric screening (renewal after 2 years)
- **UAE residence card** (Emirates ID) renewal after 2 years .

The total renewable costs are 15.000 \$/year even if some of the renewing services happen only after 2 years. The client will be informed in advance .

STEPS

Opening a LLC-FZ company in Meydan FZ , Dubai , UAE (100% online, duration : 5-10 days)

1. -The client can check the existence of the Agent - our company (Esti Infnit LLC-FZ , registration no. 2204404, office address in Dubai , UAE) in Meydan Dubai Freezone . Sending an email to this official address setup@meydanfz.com the client can check that our company has an active licence)
2. -The client provide us the following documents and info :
 - a) the name of the package ;
 - b) the name of the company (proposal);
 - c) owner/s : full name , passport, proof of residence, 6 months bank statement, telephone , email, percent ___ % , share capital _____ (min. 100.000 AED/owner – the share capital doesn't have to be shed in a bank, just to be mentioned in the documents) , no. of shares _____;
 - d) director/s : full name, passport, proof of residence, 6 months bank statement , telephone , email ; (can be the same)
 - e) manager/s (min 1) : full name , passport, proof of residence, 6 months bank statement, telephone , email: (can be the same)
 - f) activities of the company (for which the license will be requested) : choose 3 groups (with 3 digits) from the list . The client can choose 3 groups of activities with all 4 codes from the group, or only some 4 digits codes from the group ;
 - g) main activity of the company : choose one code from one of the groups (from 4 digits code) ;
 - h) the client pays all fees to the Agent .
3. -The Agent forward the documentation and all info to MeydanFZ and pays the fees for the client.
4. –The client/s receive an official email and are invited to create their official account related to the company.
5. The client/s acces their account and must complete all tasks (there can be different tasks, depending if they are owner, director or a manager) . Exemple of tasks:
 - KYC (know your customer) video verification process - 100% online - 30 sec video recording with the passport at hand (the task comes with explicit instructions , the client will receive a video tutorial) .
 - Confirmation of all informations provided – 100% online - needs signature (the task comes with explicit instructions) .
 - Contract for sharedesk office address - 100% online - needs signature (the task comes with explicit instructions) .
 - UBO (ultimate beneficial owner) – 100% online - needs signature from the manager (the task comes with explicit instructions) .
6. The Agent checks when all tasks are completed and submit all necessary for obtaining the licence and registration documents .
7. After 3-7 days the Agent sends the client the official documents of incorporation (if approved) :
 - license for the requested activities
 - certificate of formation
 - share registry
 - the lease agreement
 - the memorandum & articles of associationAll documents are private but there will be a qrcode on each document. When read , the qrcode will open a link to the document details on the official Dubai Meydan Freezone online portal .

A City

Built for **Convenience**,
Designed for **Experience**.



About Dubai

Why is Dubai the Best City for Business Startups?

As of 2020, Dubai was ranked among the top five global cities for entrepreneurs. Along with its standing as a powerhouse of innovation and wealth, Dubai is centrally located on the world map meaning you have easy access to multiple markets for trade.

◦ **GATEWAY TO THE WORLD**

◦ **QUALITY OF LIFE**

◦ **COMMERCIAL CAPITAL**

◦ **MINIMAL TAXES**

◦ **AWE-INSPIRING INFRASTRUCTURE**

◦ **GREAT HEALTHCARE & MEDICAL FACILITIES**

◦ **TRANSPORT & LOGISTICS**

◦ **FUTURISTIC CITY**



A Free Zone

Built for Inspiration, Designed for Entrepreneurs.

Why Meydan Free Zone



Quick & Easy Incorporation

Get to know the ins and outs of doing business in Dubai in no time thanks to our dedicated team.



Zero Paid Up Share Capital

Easily start your business without laying down large sums of money. Start how you want and grow as you need.



Flexibility on Number of Visas

Whether you need 6 visas or none, you can choose what suits your business needs.



1500+ license activities

No matter what your business idea is, you will find the right license for it.



Company Documents Issued Within a Day

Don't let red tape hold you back, get your business license issued in a day after government approvals.



Digital IBAN & Payment Gateway

Set up your digital IBAN for company transactions hassle-free with the help of our dedicated team.



Office Facilities Open 24/7

Don't let an opportunity slip by when your offices can be open 24/7 to suit your business style.



Located in a Premium Dubai District

Meydan is the premium location your business needs to turn heads.



Exclusive Community Benefits

Enjoy the luxurious facilities available to you including the golf course, racecourse, hotel, and restaurants.



A Free Zone

Built for **Business**,
Designed for **Life**.



Documents Required

Company formation with **Individual** shareholders

- Passport Copy
- Passport Size Photo (digital)
- Residence Visa Copy (if applicable)
- Emirates ID copy (if applicable)

Company formation with **Corporate** shareholders

- Certificate of Incorporation
- Certificate of Incumbency or Equivalent
- Memorandum of Association
- Board Resolution

Documents you will receive

- Business License
- Certificate of Formation
- Share Register
- Lease Agreement
- Memorandum of Association (MOA)

Terms & Conditions

- Certificate of Incumbency should be issued within the last 3 months
- All company documents should be notarized by issuing authority.
- Original documents should be submitted within 2 months of issuing the license, failing which, the business license from Meydan Free Zone will be revoked.
- Only copies of corporate documents will be required from companies registered with authorities that have online registers wherein details can electronically.
- **General T&C Policies apply.**



A Free Zone

Built by **Local**,
Designed for **Global**.



Steps

STEP 1

Submit your Application with completed KYC.

STEP 2

Security & Government Approvals.

STEP 3

License Issuance.



A Free Zone

Built for **Dreamers**,
Designed for **Achievers**.



Business Activity List

Flexibility For All Your Business Needs.

There is no limit to what you can make your business become with Meydan Free Zone, from advertising to pharmaceuticals, retail to legal advise we offer over 1,500 business activities for you to choose from.

If that's not enough, get the flexibility to combine up to 3 business activity groups from various sectors in your trade license.



MANUFACTURING



WHOLESALE AND RETAIL TRADE; REPAIR OF MOTOR VEHICLES AND MOTORCYCLES



ACCOMMODATION AND FOOD SERVICE ACTIVITIES





FINANCIAL AND INSURANCE ACTIVITIES



PROFESSIONAL, SCIENTIFIC, AND TECHNICAL ACTIVITIES



EDUCATION



ARTS, ENTERTAINMENT, AND RECREATION



CONSTRUCTION



TRANSPORTATION AND STORAGE



INFORMATION AND COMMUNICATION



REAL ESTATE ACTIVITIES



ADMINISTRATIVE AND SUPPORT SERVICE ACTIVITIES



HUMAN HEALTH AND SOCIAL WORK ACTIVITIES



OTHER SERVICE ACTIVITIES



CERTIFICATE OF FORMATION

Company Name	"The name of the company" L.L.C-FZ
Company Type	Limited Liability Company
Company Address	Business Center 1, M Floor, The Meydan Hotel, Nad Al Sheba, Dubai, U.A.E
Formation Date	27/10/2022
Formation Number	2204404

The registrar of companies of the Meydan – Free Zone hereby certifies that the Company is formed as a Company Type, under the Meydan - Free Zone regulations on the Formation Date.

[02.01.2204404.01]

Issued under the Meydan - Free Zone regulations. This is an approved electronic document, issued without signature. To verify this document kindly scan the QR code.

تم إصدار هذه الوثيقة طبقاً لقوانين ميدان - المنطقة الحرة. وثيقة معتمدة وموافق عليها إلكترونياً دون الحاجة إلى توقيع. للتحقق من صحة هذه الوثيقة يرجى مسح رمز الاستجابة السريعة.



**LEASE AGREEMENT
SHARED DESK**

AGREEMENT DETAILS

Effective Date	27/10/2022
Company	"Company name" L.L.C-FZ
License Number	2204404.01
Registered Address	Business Center 1, M Floor, The Meydan Hotel, Nad Al Sheba, Dubai, U.A.E
Email Address	an3@yahoo.com
Commencement Date	27/10/2022
Expiry Date	26/10/2023
Fees	AED 375
Deposit	AED 0.00

1. DEFINITIONS

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

AED means United Arab Emirati Dirhams;

Authority means the authority of Meydan City Corporation established in the Emirate of Dubai pursuant to Decree No. 5 of 2009 establishing the Meydan City Corporation; City means the Meydan City;

Free Zone used interchangeably to mean Meydan City Corporation or Meydan – Free Zone **Competent Authority** means any UAE or Emirate of Dubai governmental, judicial or regulatory authority;

Agreement means this **Lease Agreement** including Terms, Conditions, as it may be varied from time to time pursuant to the terms of clause 14;

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

Regulations means the prevailing regulatory instruments promulgated by the Authority;

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

Shared Desk means the workspace and wireless internet facilities detailed and identified in **AGREEMENT DETAILS** and provided by the **Free Zone** to the **Company**;

UAE means the United Arab Emirates.

2. AGREEMENT

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

Approved for and on behalf of the **Free Zone** by its
authorised representative

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

[04.01.2204404.01]

Issued under the Meydan - Free Zone regulations. This is an approved electronic document, issued without signature. To verify this document kindly scan the QR code.

تم إصدار هذه الوثيقة طبقاً لقوانين ميدان - المنطقة الحرة. وثيقة معتمدة وموافق عليها إلكترونياً دون الحاجة إلى توقيع. للتحقق من صحة هذه الوثيقة يرجى مسح رمز الاستجابة السريعة.

TERMS AND CONDITIONS

1. Fees

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

2. Late Payments

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

3. License

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

4. Use of Shared Desk

- 4.1. The **Company** shall be entitled to use the facility for a maximum of four (4) hours per month.
- 4.2. The **Company** is required to pre-book usage of the **Shared Desk** with the **Free Zone**.
- 4.3. Unoccupied bookings shall be counted towards hours of usage.
- 4.4. The usage of any fraction of an hour will be considered as one hour.
- 4.5. Unused hours cannot be carried forward to other months.
- 4.6. The **Company's** rights to access and use the **Shared Desk** shall be in accordance with the type of the **Shared Desk** specified in the **Agreement**.
- 4.7. The **Shared Desk** may be for use in common with other users.
- 4.8. The use of the **Shared Desk** shall include only the use of a workstation and wireless internet access.
 - 4.8.1. The **Company** shall only access websites which do not breach the telecom policies,

directives and laws of the UAE. The Free Zone may withhold internet access to the **Company** and the **Representatives** if there is any infringement or illegal use of the wireless internet facility.

- 4.8.2. The **Free Zone** will not be responsible or bear any liability for any data loss, hacking, protection or security arising out of the use of the Shared Desk wireless network.

- 4.9. Only the **Representatives** shall be permitted to access and use the **Shared Desk**. The **Company** hereby undertakes and warrants that no person other than a **Representative** shall be given access to use the **Shared Desk** without the prior written consent of the Free Zone.

- 4.10. The **Free Zone** (in its discretion) may restrict or suspend the **Company's** access to any of the **Shared Desk** (without liability or compensation) in the event of the **Company's** breach or non observance of the **Agreement**.

- 4.11. Each location providing the **Shared Desk** may specify its own "house rules" which the Company shall observe. The house rules may include, without limitation, matters such as opening and service hours.

- 4.12. Each location providing the **Shared Desk** may provide additional services which the Company may (subject to availability) purchase (by direct payment or credits) according to the terms specified by the **Free Zone**.

- 4.13. The **Free Zone** has the right to take possession and destroy any abandoned belongings in the **Shared Desk** or the location providing the **Shared Desk**.

- 4.14. **The Company** shall:

- 4.14.1. Only use the **Shared Desk** for ordinary professional office use;
- 4.14.2. Observe all health and safety rules and notices at the locations providing the **Shared Desk**;
- 4.14.3. Be responsible for maintaining the cleanliness of the facility; and
- 4.14.4. Ensure that the Shared Desk is in good condition at all times.

- 4.15. **The Company** shall not:

- 4.15.1. Keep personal belongings in the **Shared Desk** or the locations providing the **Shared Desk** after usage, or install any permanent fixtures in the **Shared Desk** or the locations providing the **Shared Desk**;
- 4.15.2. Litter or cause any damage to the locations providing the **Shared Desk** (including any furnishings and equipment);
- 4.15.3. Remove any furnishings or equipment from the locations providing the **Shared Desk**;
- 4.15.4. Smoke or consume alcohol within the locations providing the **Shared Desk**;
- 4.15.5. Use the **Shared Desk** or any locations providing the **Shared Desk** in a manner

contrary to any **Regulations** or laws of the City, the Emirate of Dubai and the UAE;

4.15.6. Use the **Shared Desk** for activities other than the activities specified in its license;

4.15.7. Use the **Shared Desk** for any purpose which is noisy, offensive, dangerous, illegal, immoral or a nuisance or causes damage or disturbance to the **Free Zone** or any other user of the **Shared Desk**;

4.15.8. Use the **Shared Desk** for retail trading, display, assembly or packaging of any product or storage of any materials (goods, samples, files, folders, personal items);

4.15.9. Use the **Shared Desk** for any public or political meeting, public exhibition or public entertainment, show or spectacle or for similar;

4.15.10. Use the **Shared Desk** for residential purposes or allow any person to sleep in the locations providing the **Shared Desk**;

4.15.11. Use the **Shared Desk** for residential purposes or allow any person to sleep in the locations providing the **Shared Desk**;

4.15.12. Bring into the locations providing the **Shared Desk** any (a) combustible, explosive or dangerous substances (b) animals or pets of any kind;

4.16. The **Company** shall pay to the **Free Zone** on demand compensation in respect of any damage or loss caused by the **Company** to locations providing the **Shared Desk** (including any furnishings and equipment) and to report any such damage or loss to the **Free Zone** within two (2) days.

4.17. The **Free Zone** may inspect any part of the locations providing the **Shared Desk** at any time and without prior notice.

4.18. The **Free Zone** shall not be liable for the loss of any of the **Company's** possessions that may be lost or stolen at the locations providing the **Shared Desk** and the **Company** shall solely be responsible for adopting any such measures as it deems appropriate (such as obtaining insurance).

4.19. The **Free Zone** shall not be liable for any loss of data due to the use of the network or technology facilities at the **Shared Desk** and the **Company** shall solely be responsible for adopting such measures as it deems appropriate (such as backing up its data).

4.20. The **Free Zone** does not make any representations as to the security of the network or technology facilities at the **Shared Desk** and the **Company** shall solely be responsible for adopting such measures as it deems appropriate (such as encryption).

5. Renewal

5.1 This **Agreement** shall renew automatically upon the renewal of the **Company's** license, unless the **Company** notifies the **Free Zone** in writing of such intention not to renew this **Agreement** one month prior to the expiry of this **Agreement**.

5.2. Any renewal of this **Agreement** shall be at the discretion of the **Free Zone** and subject to the **Regulations**.

6. Termination

6.1. The **Company** may terminate the **Agreement** at any time by serving one month's written notice on the **Free Zone**. All rights accrued by the **Free Zone** up to the termination date shall remain in full force and affect, including the **Free Zone's** right to retain the Fees in accordance with clause 1.2.

6.2. The **Free Zone** may terminate the **Agreement** immediately at any time by notice in writing to the **Company** if:

6.2.1. The **Company's** licence is terminated or not renewed;

6.2.2. The **Company** is in breach of the **Agreement** or any of the **Regulations** or laws of the City, the Emirate of Dubai and the UAE which, if capable of being remedied, has not been remedied within fourteen (14) days' written notice from the **Free Zone**;

6.2.3. The **Company** is in breach of the **Agreement** or any of the **Regulations** or laws of the City, the Emirate of Dubai and the UAE which in the reasonable opinion of the **Free Zone** is not capable of being remedied; or

6.2.4. In the reasonable opinion of the **Free Zone**, the **Company's** conduct or that of its invitees is incompatible with ordinary professional office use of the **Shared Desk**.

7. Amendment

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

8. Confidentiality

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

9. Representation

9.1. This **Agreement** and any appendices referred to or incorporated in it constitutes the entire agreement between the **Parties** and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.2. The **Company** acknowledges that in entering into this **Agreement**, it does not rely on, and shall have no rights or remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this **Agreement**.

10. Severance

10.1. If any provision or part provision of this **Agreement** shall be or becomes invalid, illegal or unenforceable, it shall be deemed modified in accordance with the **Regulations** and the laws of the City, the Emirate of

Dubai and the UAE to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this **Agreement**.

11. Deposit

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

12. Exemption from liability

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

12.2. The **Free Zone** shall not be responsible for the loss of the **Company's** belongings.

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

13. Indemnity

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

13.1.1. Any death or injury to the **Company** or its personnel;

13.1.2. Any loss or damage to the property of the **Company** or its personnel; and

13.1.3. By reason of the act, omission or default of any third party.

14. Variation and Waiver

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

14.2. A waiver by the **Free Zone** of any right or remedy under this **Agreement** or by law is only effective if it is given in writing. Any such waiver shall apply only to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

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

15. Rights and Remedies

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

16. Status of the Agreement

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

17. Nature of the Agreement

17.1. The **Shared Desk** (including any furnishings and equipment) is and remain as the **Free Zone** property and in the **Free Zone** possession throughout the **Agreement**.

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

18. Notices

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

18.1.1. Shall be in writing and in English;

18.1.2. Shall be signed by or on behalf of the party giving it;

18.1.3. Shall be:

18.1.3.1. Delivered by hand; or

18.1.3.2. By e-mail; or

18.1.3.3. Sent by airmail or by reputable international overnight courier (if the notice is to be served by post to an address outside the country from which it is sent); and

18.1.4. Is deemed received as set out in clause 18.4.

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

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

18.3.1. the date (if any) specified in the notice as the effective date for the change; or

18.3.2. five (5) business days after deemed receipt of the notice of change.

18.4. Delivery of a notice is deemed to have taken place (provided that all other requirements in this clause 18 have been satisfied):

18.4.1. If delivered by hand, on signature of a delivery receipt;

18.4.2. If delivered by e-mail, at the time the e-mail was received in the recipient's e-mail inbox;

18.4.3. If sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt.

18.5. This clause 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. Governing law and forum

19.1. This **Agreement** shall be governed by and construed in accordance with the Regulations in force from time to time in the City and the Emirate of Dubai and the federal laws of the United Arab Emirates so far as they apply.

19.2. Any dispute or differences between **Parties** arising out of the **Agreement** shall be submitted to Dubai Courts who shall have exclusive jurisdiction.



BUSINESS LICENSE

رخصة تجارية

License Number	2204404.01	رقم الرخصة
Company Name	"Company name" L.L.C-FZ	اسم الشركة استي انفينيت ش.ذ.م.م-منطقة حرة
Company Type	Limited Liability Company	الشكل القانوني شركة ذات مسؤولية محدودة
Formation Number	2204404	رقم التأسيس
Address	Business Center 1, M Floor, The Meydan Hotel, Nad Al Sheba, Dubai, U.A.E.	العنوان مركز الأعمال 1، طابق الميزانين، فندق الميدان، ند الشبا، دبي، الإمارات العربية المتحدة
Issue Date	27/10/2022	تاريخ الرخصة
Expiry Date	26/10/2023	تاريخ الانتهاء
Managers	AT	المديرون أفيان تارنيسيرو
Activities	Management consultancy activities	الأنشطة أنشطة الإستشارات الإدارية
	Code 7020.00	

Relevant authorities' approval must be obtained prior to conducting applicable business activities.

الحصول على موافقة السلطات المختصة إلزامي لممارسة الأعمال المرخصة.

BUSINESS LICENSE

رخصة تجارية

Activities	Code	الأنشطة
Marketing, public relations & communication consultancy	7020.01	استشارات التسويق و العلاقات العامة و الاتصال
Advice and help to businesses and public services in planning, organization, efficiency and control, management information etc.	7020.04	تقديم المشورة والمساعدة إلى دوائر الأعمال والإدارة العامة في التخطيط والتنظيم والكفاءة والمراقبة ومعلومات الإدارة، إلخ
Strategy advisory services	7020.11	خدمات الاستشارات الإستراتيجية
Digital content management	7020.12	إدارة المحتوى الرقمي
Project management services	7020.13	خدمات إدارة المشاريع
Immigration consultancy	7020.14	إستشارات الهجرة
Logistics consultancy	7020.15	الإستشارات اللوجستية
Public relation services	7020.16	خدمات العلاقات العامة
Hospitality management consultancy	7020.17	إستشارات إدارة الضيافة
Procurement consulting	7020.20	استشارات المشتريات
Combined office administrative service activities	8211.00	أنشطة الخدمات الإدارية المتكاملة للمكاتب
Provision of a combination of day to day office administrative services, such as reception, financial planning, billing and record keeping, personnel and physical distribution (mail services) and logistics for others on a contract or fee basis.	8211.01	تقديم مجموعة متكاملة من الخدمات الإدارية اليومية للمكاتب، مثل تقديم خدمات الاستقبال والتخطيط المالي والفواتير ومسك الدفاتر وشؤون الأفراد والتوزيع الفعلي (خدمات البريد) والسوقيات، للغير على أساس عقد أو رسوم مدفوعة
administrative services for businessmen	8211.09	الخدمات الإدارية لرجال الأعمال
Businessman services	8211.10	خدمات رجال الأعمال
Corporate services provider	8211.11	مزود خدمات الشركات

Relevant authorities' approval must be obtained prior to conducting applicable business activities.

الحصول على موافقة السلطات المختصة إلزامي لممارسة الأعمال المرخصة.

BUSINESS LICENSE

رخصة تجارية

Activities

Digital content services

Concept & design consultancy

Code

6202.11

6202.12

الأنشطة

خدمات المحتوى الرقمي

إستشارات الرؤية و التصميم



Relevant authorities' approval must be obtained prior to conducting applicable business activities.

الحصول على موافقة السلطات المختصة إلزامي لممارسة الأعمال المرخصة.



MEMORANDUM & ARTICLES OF ASSOCIATION

“Company name L.L.C-FZ”

Part A

1. DEFINITIONS

In this Memorandum & Articles of Association, the Company Details shall have the meaning as ascribed in Part A. Shareholders/ Directors/ Managers shall have the meaning as ascribed in Part B. The following capitalized terms shall have the meanings ascribed to them below. Other capitalized terms shall have the meanings ascribed to them in the Regulations as updated from time to time. Words used in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular shall apply to such words when used in the plural where the context so permits and vice versa.

AED means United Arab Emirati Dirhams.

Meydan Free Zone means the Meydan City Corporation and Meydan Free Zone as established by Emiri Decree no.5 of 2009.

Regulations means the Meydan Free Zone Companies Regulations No. (1) of 2009 as Restated in 2013, and other regulatory instruments issued by Meydan Free Zone.

2. EXECUTION DATE

This Memorandum & Articles of Associations comes into effect on Execution Date.

3. REGISTERED ADDRESS

The Company maintains the Company Address in accordance with the Regulations.

4. COMPANY OBJECTS

This Company objects is to engage in a lawful act as Activities licensed by the Meydan Free Zone.

5. CAPITAL

The Capital of the Company shall consist of one class of Shares with all Shares being of equal value and whole numbers (no fractions) and ranking equally in all respects including but not limited to voting, dividends and capital.

6. DIRECTORS AND MANAGERS

6.1 The Shareholders of the Company appoint Directors.

6.2 The Shareholders or Directors of the Company appoint Managers.

6.3 Managers shall be deemed to have all powers necessary to manage the day-to-day operations of the business of the Company including:

6.3.1 To jointly or singly open, close, manage and operate bank accounts with banks and sign bank facilities and cheques on behalf of the Company and to accept bills and money orders, bank draft payment orders or to other securities for money drawn in favor of the Company.

6.3.2 To ask for, demand recover, receive, and collect all monies due and payable to the Company in connection with its business from any person or persons, company or association, including statutory body or authority, government or semi-government concern or concerns and to give good valid receipts and discharge therefore.

6.3.3 Negotiate, sign, execute, amend and terminate all contracts, transactions, arrangements, and deals with Meydan Free Zone and third parties, in the name of the Company.

7. AMENDMENT

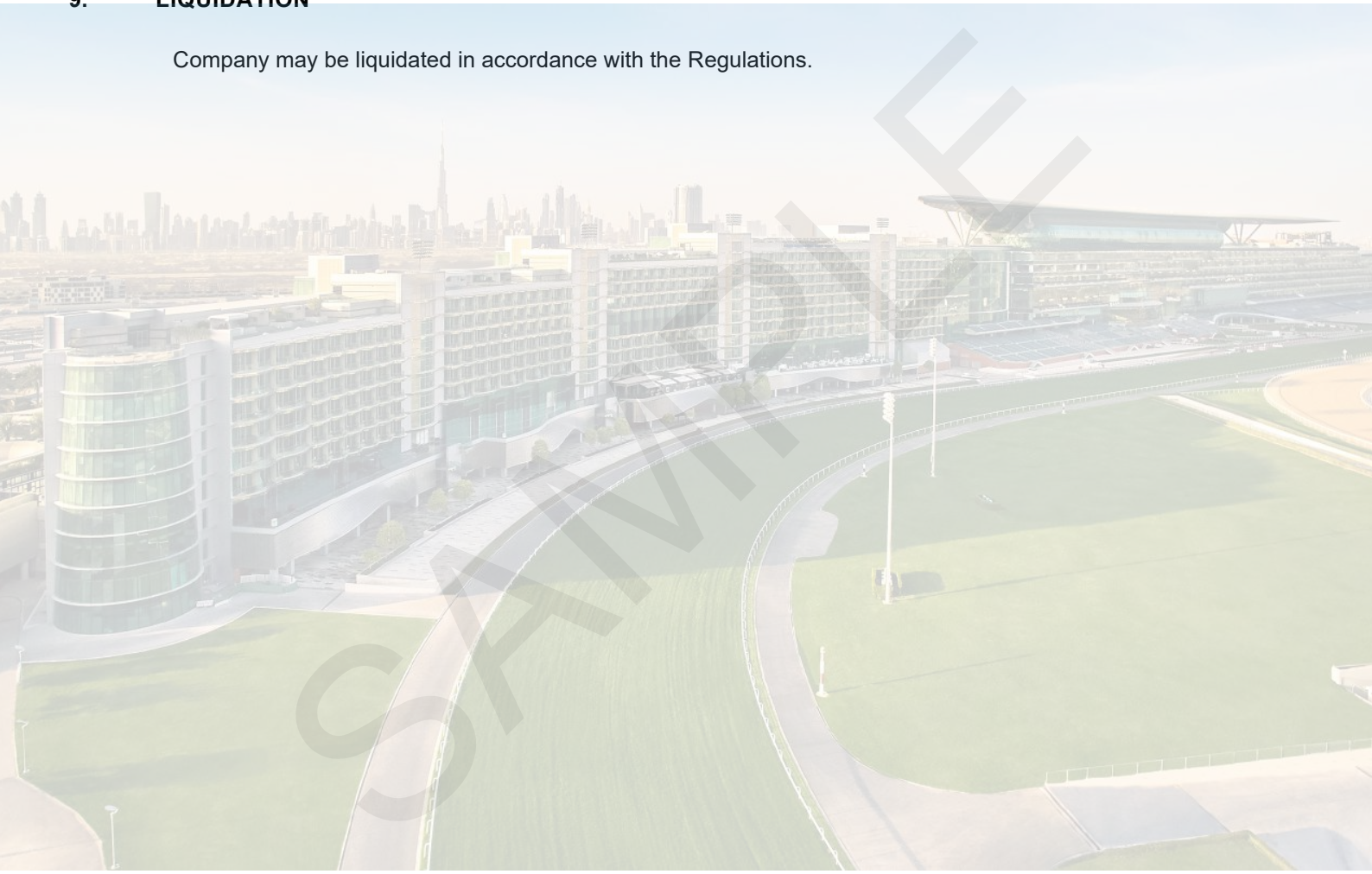
No provision in this Memorandum & Articles of Association may be amended, modified, varied, altered, changed, or substituted except in a manner provided in the Regulations.

8. COMPANY LIABILITY

The liabilities of the Company, whether arising in contract or otherwise, are Company's liabilities and not the personal liabilities of any of the Shareholders, Directors, Managers or officers of the Company, except as provided by the Regulations. The liability of the Shareholders of the Company is limited to the amount paid to the Company in respect of their Shares.

9. LIQUIDATION

Company may be liquidated in accordance with the Regulations.



[02.03.2204404.01]

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تم إصدار هذه الوثيقة طبقاً لقوانين ميدان - المنطقة الحرة. وثيقة معتمدة وموافق عليها إلكترونياً دون الحاجة إلى توقيع. للتحقق من صحة هذه الوثيقة يرجى مسح رمز الاستجابة السريعة.

Part B
Shareholders/ Directors/ Managers

Individuals

SN	Name	Nationality	Passport Number	Number of Shares	Shareholder	Director	Manager
1	XXXXXX	Romania	xxxxxxxxxx	50	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2	XXXXXX	Romania	xxxxxxxxxxx	50	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Part C Company Details

Execution Date	27/10/2022
Company	Company name L.L.C-FZ
Company Address	Business Center 1, M Floor, The Meydan Hotel, Nad Al Sheba, Dubai, U.A.E
Total Number of Shares	100
Value of Each Share	AED 1000
Capital "Total Value of Shares"	AED 100,000

Activities

Activity Number	Activity Description
7020.00	Management consultancy activities
7020.01	Marketing, public relations & communication consultancy
7020.04	Advice and help to businesses and public services in planning, organization, efficiency and control, management information etc.
7020.11	Strategy advisory services
7020.12	Digital content management
7020.13	Project management services
7020.14	Immigration consultancy
7020.15	Logistics consultancy
7020.16	Public relation services
7020.17	Hospitality management consultancy
7020.20	Procurement consulting
8211.00	Combined office administrative service activities

Activity Number	Activity Description
8211.01	Provision of a combination of day to day office administrative services, such as reception, financial planning, billing and record keeping, personnel and physical distribution (mail services) and logistics for others on a contract or fee basis.
8211.09	administrative services for businessmen
8211.10	Businessman services
8211.11	Corporate services provider
6202.11	Digital content services
6202.12	Concept & design consultancy



SHARE REGISTER

Company Name Company name L.L.C-FZ

Formation Number 2204404

Shareholders Detail(s)

Name of the Shareholder	Nationality	Passport Number	Number of Shares	Value of Each Share	Total Value of Shares
XXXX	Romania	xxxxxxxxx	50	AED 1,000/-	AED 50,000/-
XXXX	Romania	xxxxxxxxx	50	AED 1,000/-	AED 50,000/-

[02.04.2204404.01]

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Meydan Free Zone, The Meydan Hotel,
Meydan Road, Nad Al Sheba,
P.O. Box 35195, Dubai, UAE.

meydanfz.ae