Terms and Conditions

The CP agrees to the following:

1. The Free Zone appoints the CP as a non-exclusive CP to promote the Free Zone in exchange for the Reward structure.

Promoting the Free Zone

2. The CP agrees to actively promote the Free Zone and its Services and provide support to prospective clients by assisting with queries, applications and procedures.

3. The CP agrees and acknowledges that all marketing and promotional activities and materials shall:
   3.1. comply with all applicable laws, regulations, guidelines and requirements of the Free Zone and the UAE;
   3.2. implement any necessary modification requested by the Free Zone within one (1) working day; and
   3.3. be at the sole expense of the CP.

4. The Free Zone confers upon the CP a limited, non-exclusive, non-transferable, and revocable authorization to utilize the Free Zone's brand to market, promote, and sell the Services during the term of the appointment and for the sole purpose of performing its obligations.

Commercials

5. The CP shall be eligible for a Reward which will be processed after the successful rendering of the Services and only on the Applicable Fees.

Definitions

AML	UAE regulations on anti-money laundering including Federal Decree-Law number 20 of 2018 as may be amended from time to time.
Applicable Fees	Fees, as may be amended or modified, related to: 1. license, 2. visa allocation (quota), and 3. coworking facility.
Application	The request submitted to the Free Zone for a Service with the Information.
CDD	Customer Due Diligence is the process of identifying, verifying, and assessing the risk of clients to ensure regulatory compliance.
CP	Channel Partner registered with the Free Zone.
CTF	UAE Counter Terrorism Financing regulations including Federal Decree-Law number 20 of 2018 and as may be amended from time to time.
Clients	Entities licensed by the Free Zone and managed by the CP.
Competent Authority	Any federal, emirate, regulatory authority of the UAE.
Competence	The Client's expectations are met promptly, and any complaint is handled without the Client approaching the Free Zone for relief.
Confidential Information	Any and all information disclosed by the Free Zone relating to its business, including but not limited to, research, developments, plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, clients, finances or otherwise, whether directly or indirectly in writing, verbally or visually, to the CP.
Direct Clients	A Client with whom the Free Zone establishes a direct contractual or business relationship under these Terms, and for which the CP shall not be entitled for any Reward.
Dormancy	A period in which the CP fails to secure a new Client within the preceding three (3) months.
EDD	Enhanced Due Diligence is the enhanced investigation of high-risk clients or transactions to ensure regulatory compliance.
Free Zone	Meydan City Corporation (including the Meydan Free Zone) as established in the Emirate of Dubai pursuant to the Dubai law number 5 of 2009, the Meydan City Corporation as amended and may be amended from time to time.
Information	All required inputs including but not limited to details, documents, fees, processes such as ID verification, CDD, EDD, etc.
Intellectual Property (IP)	All applications and registrations related to patents, inventions, trademarks, trade names, service marks, domain names, logos, designs, copyrights, know-how, computer systems, software and other such intellectual property that is conceived, created, developed, controlled or acquired by the Free Zone, its affiliates or representatives.
Material Breach	Any contravention or contradiction of CP's Responsibilities and Warranties.
Party / Parties	The Free Zone and the CP, individually referred to as "Party" and collectively as "Parties".
Portal	Free Zone's digital portal to avail the Services.
Regulations	The Free Zone regulations including but not limited to, Meydan Free Zone Companies and Licensing Regulations 2022 (and updated) and Terms & Conditions, as may be amended from time

	to time.
Reward	Commission payable to the CP.
Sales	A sale is considered complete upon the issuance of business license.
Services	The list of services offered by the Free Zone, including but not limited to, processing applications, renewals, and cancellations of licenses, visas, establishment cards, letters, leases, and coworking facilities.
Terms	These CP terms and conditions, as modified or amended from time to time.

Client Servicing

1. The CP agrees to manage and maintain its Clients with Competence.
2. The CP shall obtain prior written consent explicitly authorizing the CP to represent the Client for availing the Services and provide such consent to the Free Zone upon request.
3. All Service requests shall be submitted by the CP exclusively through the Portal.
4. The CP agrees to submit a complete Application.
5. The CP shall be responsible for directing all invoices issued to the Clients and all notices served by the Free Zone, legal or otherwise.
6. The Free Zone reserves the right to contact Clients directly for purposes including but not limited to:
   6.1. updates on new rules implemented by a Competent Authority;
   6.2. events, physical or digital;
   6.3. mandatory completion of surveys and other statistical information;
   6.4. legal, compliance, or operational procedures; or
   6.5. within five (5) calendar days from the date of expiry of a Client's business license.
7. A Client shall become a Direct Client of the Free Zone for reasons including but not limited to:
   7.1. CP's continued failure in managing the Clients with Competence;
   7.2. dispute raised by the Client to the Free Zone regarding the CP that remains unresolved for a period of three (3) working days;
   7.3. falsification of Information by the CP;
   7.4. failure to rectify Dormancy;
   7.5. termination of the appointment due to Material Breach.
8. All tax invoices shall be issued to the Clients for Services rendered, and shall be delivered exclusively to the CP.
9. The CP is responsible for its tax obligations, including but not limited to, corporate tax and value-added tax (VAT).
10. The CP shall quote valid fees to the prospective clients or Clients that shall not be lower than the Free Zone's fees.
11. The CP may charge the Clients for its services, provided that such charges are accurately represented and separated from the Free Zone invoices.
12. The fees must be paid for each application independent of adjustment from any other payment including but not limited to:
    12.1. other application's payment; or
    12.2. Reward.
13. All fees are non-refundable.
14. Subject to the Free Zone's approval, the following refund can be processed:
    14.1. the rejection of any Service request due to compliance and due diligence procedures; or
    14.2. the rejection of an immigration card by the Competent Authority; or
    14.3. the rejection of a visa by the Competent Authority; or
    14.4. the voluntary withdrawal of a Service request by CP prior to the provision of any deliverables.
15. If a refund application is accepted, the Free Zone shall deduct a refund processing fee.

16. The CP's Reward for each quarter shall be determined based on the Sales achieved in the immediately preceding quarter and according to the tier of the Reward structure. In the event the Sales achieved in the current quarter exceeds that of the previous quarter, the Reward shall be payable as per the applicable upgraded tier, effective retrospectively from the start of the current quarter.
17. The CP shall submit an invoice to the Free Zone for the Reward due under these Terms. Reward shall be payable only by way of bank transfer or cheque issued to the CP's bank account.
18. Any Reward unclaimed for a period of three (3) months shall be construed to be forfeited by the CP.

CP Responsibilities

19. The CP shall:
    19.1. provide complete Information to the Free Zone;
    19.2. provide its compliance information to the Free Zone; and
    19.3. notify the Free Zone of a Client's non-compliance to the Free Zone and Competent Authority regulations.
    19.4. regularly review these Terms for any modification or amendment.

CP Warranties

20. The CP warrants:
    20.1. it is a valid legal entity with good standing.
    20.2. it shall hold a valid bank account.
    20.3. the signatory is the authorized signatory of the CP.
    20.4. it shall provide only valid and accurate information and documents to the Free Zone.
    20.5. it shall be in compliance with the Competent Authority regulations.
    20.6. to act honestly, in good faith and not to engage in, including but not limited to:
        20.6.1. misrepresentation of the Free Zone, committing financial fraud or misappropriation of Client funds;
        20.6.2. unauthorized and/or unethical use of IP and/or Confidential Information;
        20.6.3. contacting, soliciting, or diverting the Free Zone's employees, clients, or affiliates, during and for one (1) year after the termination;
        20.6.4. making negative or harmful statements about the Free Zone or its clients;
        20.6.5. any act causing damage to the reputation of the Free Zone or its clients.

Termination

21. Either Party may terminate the appointment at any time, without cause, by providing thirty (30) days' notice.
22. The Free Zone may immediately terminate the appointment due to Material Breach.
23. The Free Zone may immediately terminate the appointment in the event the CP undergoes liquidation or insolvency.
24. All Rewards, rights, and privileges granted to the CP shall expire upon termination.
25. In case of termination without cause by the Free Zone, the CP shall be entitled to receive renewal Reward for Clients.
26. In case of termination due to liquidation or insolvency, the CP may assign or transfer its Clients to another CP.

Dispute Resolution

27. Either Party may issue a notice in respect of any dispute, upon which both Parties shall make reasonable efforts to resolve the dispute within five (5) working days. If the dispute remains unresolved, the Parties may either proceed with termination or seek resolution through the court.

Liability and Indemnification

28. The Free Zone, its affiliates, and representatives shall not be liable for any damage, loss, claim, cost, or expense arising from either Party's actions or omissions, and the CP shall indemnify the Free Zone for the same.
29. The Free Zone shall reject any prospective clients, Clients, and / or Services at its discretion, without any liability.

The Authority of Free Zone

30. The Free Zone retains its authority to make any decision, take any action, or exercise its rights under these Terms, irrespective of the existence of a dispute.
31. The Free Zone may suspend CP's account on the Portal for any breach of its Responsibilities and Warranties.
32. The Free Zone retains all rights, title and interest in the IP including any amendments or modifications.

Confidentiality

33. The CP shall use the Confidential Information solely for the purposes outlined in these Terms.
34. The CP shall not disclose any Confidential Information or these Terms to third parties without the Free Zone's prior written consent during and for three (3) years after the termination, unless required under UAE law or by a court order.

Amendment and Waiver

35. Free Zone may amend these Terms without notice.
36. Failure or delay by either Party to exercise any right or obligation does not waive those rights unless agreed in writing.

Relationship

37. These Terms do not create a partnership, joint venture, or agency relationship between the Parties, nor authorize either Party to make commitments on behalf of the other.

Severability

38. If any provision of these Terms is deemed invalid or unenforceable by a court, the remaining provisions will remain valid and enforceable.

Entire Understanding

39. These Terms constitute the entire understanding and shall govern the engagement between the Parties, superseding all prior agreements, representations, and communications, whether oral or written.
40. The headings and titles contained in these Terms are for referencing purposes only and shall not be construed otherwise.
41. The singular includes the plural and vice versa, and the gender of all words includes the masculine and feminine.

Non-Assignment

42. The CP shall not assign its rights or delegate its obligations under these Terms without the prior written consent of the Free Zone. If such consent is granted, the CP shall remain fully responsible for the performance of its obligations.

Notice

43. Any notification, approval, consent, or communication under these Terms must be in writing and delivered by hand, email, or a reputable courier. Notices will be deemed received at the time of delivery, unless received after business hours, in which case it will be deemed received on the next working day.

Force Majeure

44. Neither Party shall be liable for failure or delay in fulfilling its obligations due to events beyond its reasonable control, including acts of God, pandemics, strikes, accidents, acts of war or terrorism, civil disturbances, and interruptions in utilities, communications, or computer services, as well as actions by UAE government bodies.

Governing Law and Jurisdiction

45. These Terms shall be governed by and construed in accordance with the Regulations and the applicable UAE laws. The Parties agree to submit any dispute arising hereunder to the exclusive jurisdiction of Dubai Court.