



Investment Service Agreement (MASTER AGREEMENT No.: SC2410916)

This Investment Service Agreement (the "Agreement") is made and executed on this 05-09-2024 at Sharjah, United Arab Emirates.

Between:

1. Government of Sharjah, represented by Sharjah Research Technology and Innovation Park Free Zone Authority "SRTI Park" hereinafter called the "Authority" on one part.

AND

2. Mr. Sanyog Gupta Radhey Kishan Gupta, National of Indian, Passport No. Z6375702, Owner of **M/s. SANYOG GUPTA VOYAGES (FZE)** hereinafter called the "Investor", which expression shall include where the context may so permit, the legal heirs, successors, and assigns on the other part.

RECITAL

WHEREAS

- (a) The Authority, by virtue of the Emiri Decree No: 38 of 2016 has enacted and provided for SRTI Park as a Free Trade Zone established in Sharjah and entitled to prepare for the infrastructure and to invite the investors to setup their business in accordance with the rules and regulations stated in the SRTI Park Company Decree or any rules enacted from time to time by the Government of Sharjah for the control and management of SRTI Park Authority.
- (b) The investor nominated herein above has applied to register his business at the SRTI Park in accordance with the said Emiri Decree, this agreement, application form, company registration documents and the relevant rules and regulations, as well as the following terms and conditions.

Thus this Agreement witnesses as follows:

CHAPTER ONE

Article (1): Integration and Definitions

1. The preamble stated herein above, and all other contracts, documents, declarations or undertakings signed or made in writing herewith or hereafter at any given time during the validity of this Agreement shall be considered an integral part of this Agreement.
2. Reference in this Agreement to the "Authority" shall be deemed to include reference to the Sharjah Research Technology and Innovation Park Free Zone Authority.
3. The word "Investor" shall include the natural or legal person incorporated or unincorporated.
4. Words referring to the singular number or masculine gender shall include the plural number and feminine gender and vice versa.



Article (2): Mutual Obligations

1. The Authority hereby shall arrange and assist to make available at the application and on the account, liability and responsibility of the Investor as stated in this Agreement or any relevant sub agreement or document whenever allowed, reasonable and legal - the facilities and services stated here in this Agreement.
2. The Investor hereby confirms his application to setup his business at SRTI Park in accordance with the rules and regulations passed by the Authority from time to time and also hereby accepts to bear the charges and responsibility for the facilities and services provided by the Authority as stated here in this Agreement.
3. All contracts, declarations, undertakings or documents presented to the Authority itself or signed or made in writing by the Investor through his legal attorney, Authorized Signatory or the manager of the Investor's office in the SRTI Park, within the powers and capacity thereof shall be considered due for action as if such contracts, documents or undertakings were being made, presented and entered into by the Investor himself and thus the Investor hereby undertakes to ratify all such obligations and will indemnify the Authority for any action being taken accordingly.
4. All documents submitted by the Investor to the Authority for registration and/or as part of a service request or for any reason and at any time whatsoever shall be treated as an absolute property of the Authority and Investor shall have no right to claim such documents at any time and/or for any reason without discretion of the Authority.

CHAPTER TWO

Exemptions - Facilities - Services

Article (3): Company Formation

1. The Authority shall provide the Investor to form the type of the company that shall fit the requirements of his business within different types of registration namely a Free Zone Establishment, a limited liability establishment owned by a sole proprietor, Free Zone Company, a Limited Liability Company owned by more than one shareholder or a Branch of a local (U.A.E.) establishment or company of Non limited liability, a Branch of a foreign Company (out of U.A.E.) of non-limited liability holding the characteristics of the mother entity abroad or any other form of company that is approved in accordance with the rules of Emirate of Sharjah or the Federal rules of U.A.E.
2. The Investor shall be entitled to select any segment of Licenses available and the set of activities which suit the nature of their business without any limitation, provided that such activities shall not contradict with public rules and regulations of the SRTI Park organizing the different types of trade licenses and lease facilities.
3. In case the activities requested by the Investor require any approval of any other Local/Federal Authority and/or in case the Investor requires any service from Local/Federal Authority



including but not limited to SEWA, Etisalat, the Investor shall be liable and responsible to obtain such approval and/or service at his own cost and by his own means. In such cases, the Authority may only issue necessary correspondence, at the request of the Investor, to such authority to enable the Investor to approach the relevant authority without responsibility on SRTI Park to enforce the request/service thereof.

Article (4): Lease Facility

1. The Authority being a Landlord shall provide the Investor with facilities for Lease or other type of facility that may be built in future subject to the availability within the SRTI Park.
2. The Investor shall sign along with this Agreement a Tenancy Contract for either of the lease facilities mentioned in clause (1) of this article above. Such Tenancy Contract (detailed in a separate Agreement) shall be considered the Principal Tenancy, which shall be valid for the term of this Agreement as stated hereof.
3. The rent reviews and extension of terms shall be governed by the Principal Tenancy contract.
4. The Investor shall not keep the allocated leased premises closed or unused for a period of three (3) months or more during the term of the tenancy, unless otherwise approved by the Authority.

Article (5): Trade Licenses

1. The Authority shall provide the Investor with the statutory Trade License, approving the operation of the Investor in the SRTI Park upon the application made by the Investor after remitting the prescribed application fee.
2. The investor shall pay, obtain and renew the annual license each year of the term before starting operations in the SRTI Park according to the regulations of the business activity and under the exact trade name of the company

Article (6): Entry and Residence Visas

1. In accordance with the valid rules of U.A.E, the Authority shall provide the Investor with the necessary entry and residence visas required for the Investor, his staff, his family and his business visitors to meet the actual requirements of the business as per the procedures and regulations of the SRTI Park on the account and liability of the Investor.
2. The Investor shall apply on his accounts for Visas that shall only be required for the promotion of his business which shall be accommodated in the SRTI Park and shall not employ any expatriates within the SRTI Park without a valid visa and shall not transfer or allow any expatriates or his employees to work out of the SRTI Park and/or with any other Investors inside the SRTI Park, neither on his account nor for any third party, without obtaining prior written consent of the Authority.
3. The Investor shall duly inform the Authority immediately in case any of his directors, employees,



visitors, any other business affiliates or family members holding the visa of the SRTI Park, who may have joined -the employment of any third party in breach of this article, in or out of SRTI Park and who may have absconded the service of the Investor and shall undertake to perform the remedial steps and entitle the Authority to take the necessary procedures including announcement and deportation without prejudice to the right of compensation

4. SRTI Park will approve to employ part time employees subject to the Part Time Human resources Law and Labor Law of the UAE.

Article (7): Personnel Secondment

1. The Authority shall second personnel required for the operation and administration of the company of the Investor in the SRTI Park directly by the Investor, subject to obligations on the part of the Investor.
2. Terms and conditions of employment shall be subject to the employment contract prescribed by the Authority for sponsored staff and with the provision that the Investor may provide additional conditions which are more advantageous to the Employee, if desired and approved by the Authority.
3. The Investor shall be solely responsible for any damages or compensation payable to any personnel seconded, hereunder, and the Investor shall keep the SRTI Park indemnified against all actions, claims, liabilities, losses, damages, costs or expenses of any nature whatsoever (including legal fees incurred in connection therewith) and against all other losses or damages to property (including property of the SRTI Park) which may arise as a consequence of the performance of this secondment. Further the Authority shall not be under any liability to the Investor for the acts, defaults or omissions by or on behalf of any person seconded, hereunder, arising out of the performance or purported performance of his duties pursuant to his secondment.
4. The Investor shall always have valid Workmen Compensation Insurance Policy for the Employees hired as required under the U.A.E. Federal Law.
5. The Investor shall act as the Principal in regard to the regular payment of all disbursements to employees on secondment, to apply all relevant terms and conditions of employment and shall maintain adequate staff records, which shall be presented to the Authority upon their request or shall be open for inspection by the Authority at any time, however, such records shall reflect that their salaries were being paid regularly every month.
6. The Authority shall not be responsible or bear any costs associated with transportation for all personnel seconded by SRTI Park, hereunder, to and from the Investor's place of business.
7. The Authority shall cancel or transfer the visas of seconded employees upon written request from the Investor, whom the Company may reasonably consider to be undesirable and such termination and cancellation shall be subject to the terms and conditions of appointment



of the employee and payment of terminal benefits and all pending dues by the Investor, but in any case the Labour Law of U.A.E shall be the minimum requirement of benefits thereof.

Article (8): Health & Environment

1. The Investor shall take all such measures as may be necessary to keep the environment free from any pollution and ensure that all waste of whatsoever nature is treated prior to disposal in a manner approved by the Authority and, from time to time, to take such measures as may be necessary to ensure that any effluent discharged into the drains or pipes which belong to or are used by the allocated premises will not be corrosive or in any way harmful or water polluting.
2. The Authority shall arrange to provide within the boundaries or outside the Free Zone, the general clinical medical services for the Investor, his employees, visitors and his family members to be used by the Investor at his request and on his account.

Article (9): Safety & Security

1. The Authority shall provide common safety and security service, which covers 24 hours a day within the boundaries of SRTI Park and might provide at the request, on the account of the Investor and the availability of the private safety and security services based on the terms and conditions agreed upon thereof.
2. The Investor shall comply with all safety and security regulations and guidelines of SRTI Park Authority or the Emirates of Sharjah, as amended at the discretion of the SRTI Park Authority at any time.
3. The Investor shall comply with all fire and safety measures required for the type and number of activities and materials kept, processed or traded in the allocated premises and to have any such measures and equipment used to comply with fire safety measures, are inspected and approved by the Safety & Security department of SRTI Park.
4. The Investor shall comply with all the rules and regulation and any professional requirements of storage, shipment or transport of any materials or goods that might be related to chemicals, gases, liquids or hazardous items and shall report the SRTI Park with detailed lists of any such items that might be kept in the allocated premises for any period of time and shall follow the instructions of the SRTI Park in this regard.
5. The Investor shall be responsible for the safety and security of all his personnel, properties or belongings including stock inside his premises and shall ensure that all windows, doors, shutters or other entrances/exits are properly closed and locked when not in use. The Authority shall not be responsible for any theft or misuse occurring inside the premises of the Investor.

Article (10): Utility Services

The Authority shall endeavor to make available inside the Free Zone the necessary utility services. The tenant



shall be liable for connection charges, periodical charges if any and charges against consumption; on Electricity, Water and Sewage subject to the nature of facility availed and leased. The Authority shall not be responsible and liable for any power failure and consequences related thereto; the Investor shall arrange and keep ready all alternative arrangements and observe necessary measures to meet any current or power failure.

Article (11): Liaison with Local & Federal Ministries

The Authority shall arrange to provide chargeable Liaison service with Local or Federal Governmental bodies to assist the Investor availing the different permits required for export to Gulf countries (GCC) and other countries in addition to the registration with Chamber of Commerce, Certificates of Origin, Quotas Permits, Chemicals Import Licenses, Temporary Driving License and all other permits and licenses, provided that such permits are legal and permissible by such local departments and federal ministries.

Article (12): Right to Change or Re-organize

All services herein contained or may be added in future and all regulations, prices and rates thereof except the value of the rent of the principal lease facility herein above mentioned in the Article no. (4) might be changed or re-organized at any time after the reasonable discretionary notice period in view of the nature of the service concerned.

CHAPTER THREE **Term and Termination**

Article (13): Term of Agreement

1. This Agreement shall be valid for a period of 25 years, and may be renewed subjected to the discretion of the Authority any further number of years may be granted or mutually agreed between the Authority and the Investor, commencing from the date of first issue of the Trade License Certificate. The commencement date shall be effective as stated first even if the License Certificate is not received by the Investor due to any negligence of the Investor part.
2. The Investor hereby covenants with the Authority that the obligations of the Investor herein contained shall continue and remain valid throughout the term of this Agreement, against the legal heirs, successors or assignees of the Investor.

Article (14): Termination of Agreement

1. The Investor shall be entitled to terminate this Agreement upon giving ninety days written notice to Authority in accordance with the terms and conditions herein.
2. The Authority may at any time during the term of this Agreement, terminate this Agreement if :



- (a) The Investor fails or neglects to observe or perform any of the covenants stated in the articles or conditions contained in this Agreement.
 - (b) Any document or information submitted by the Investor against the Authority is a forged or fabricated one.
 - (c) If the Investor while the Allocating the premises enters into liquidation (whether compulsory or voluntary) or takes up any steps to wind up his business,
 - (d) If any assignee of the Investor becomes bankrupt or make any arrangement or composition with his creditors,
 - (e) If the Investor has not paid the rent in part or in whole in accordance to the Tenancy Contract,
then the Authority is entitled to terminate this Agreement after giving 15 days written notice from the date of commencement or failure without compensation against the Investor or any third party.
3. On termination for any reason all contracts including all tenancy and leases and all other obligations shall fall terminated and subsequently all accounts shall be settled, all payments shall fall due and paid immediately, and all belongings (if any) of either party shall be delivered to the hands of the authorized representative of the other party in accordance with the valid procedures and regulations of the SRTI Park.
 4. Upon termination the Authority or his duly authorized representatives may re-enter and peaceably repossess and enjoy the Allocated Premises as if this Agreement had not been made but without prejudice to any right of action or remedy of the Authority in respect of any antecedent breach of any of the covenants, conditions or agreements by the Investor contained in this Agreement.
 5. In the event of termination hereof and in the absence of the Investor or his authorized representative and before the removal of the belongings of the Investor, the Authority shall be entitled to take possession of all such belongings and properties and place the same in the store of the Authority, subject to demurrage charges as assessed by the Authority, for a maximum period of thirty days commencing from the date of termination thereof. In the event that the Investor does not claim for such items or belongings within the stipulated period after duly setting all outstanding dues to the Authority including demurrage, then the Authority shall be at liberty to dispose in any way such items, belongings or property without any claim against the Authority or compensation for the Investor.
 6. In the event of termination, the Investor shall be entitled to get a refund of deposits from the Authority after deduction of any amounts due to the Authority.
 7. The Investor hereby declares, confirms and undertakes that nothing in this Agreement shall enumerate at any time the meaning of partnership or employment or joint venture of any type with the Authority and the Authority shall not be liable at any time for any obligations of the business of the Investor and more over the Investor shall be responsible to settle at any time, before or after the termination of this Agreement any claim of any type arising out of the business of the Investor



during the whole life of his activities in the SRTI Park against the Authority or any other creditor or third party whenever such claim shall be lodged to the SRTI Park.

CHAPTER FOUR

SRTI Park Fundamentals

Article (15): Rules and Regulations

The Investor shall strictly abide by the laws, rules and regulations of the U.A.E., Federal Government, Government of Sharjah and the Authority relevant to operating of business in the SRTI Park as amended at the discretion of the Authority at any time.

Article (16): Confidential Matters

The Investor is not entitled to reveal any secrets of the SRTI Park being conveyed or inspired to him during his operation in the SRTI Park and subsequently by any photography or video shooting or any other method, prohibited as per law except under the approval of the Authority. The copyright of all contracts, documents, forms or any type of software systems or applications obtained from the Authority during the term of this Agreement shall be vested in the sole proprietorship of the Authority.

Article (17): Powers of Control

The Authority shall be entitled to all powers of control including the right of inspection, arrest, warrant serving and all other powers of security to be carried out by the officials of the SRTI Park duly authorized by the Authority to insure the safety and security of the SRTI Park and to assure the proper implementation of public rules, order and interests.

Article (18): Violations:

The Authority shall be entitled to impose the penalties for any violations without prejudice to the right of litigation or compensation.

Article (19): Emergency:

In the event of any emergency, the Authority shall be entitled to free entry on or across the allocated leased premises or any property belonging to the Investor for all personnel authorized by the Authority and for all emergency vehicles thereof.

Article (20): Risk Coverage:

- 1.- The Investor shall wholly be responsible for and to indemnify the Authority against any loss, damage or injury caused to any person or any property, whether directly or indirectly, by the defective or damaged condition of any part of the interior of the allocated premises or any fittings, fixtures or wiring therein or through or in any way owing to the spread of fire or smoke or the



overflow of water from the allocated premises or any part thereof due to the act, default or neglect of the Investor, its employees, agents, licensees or customers.

- 2.- Notwithstanding the above terms and conditions, the Investor shall be responsible to effect the adequate insurance cover for the safety and security of his own property and personnel stationed or located in or out the allocated premises within the boundaries of the Free Zone to be signed and made with any of the insurance companies established in the United Arab Emirates

Article (21): Payments

- 1.- All amounts due for the Investor shall be made by means of a cheque to be issued to the order of the Investor or his nominee at the instructions of the Investor, his legal attorney, his authorized signatory or his office manager.
- 2.- Refundable deposits due for payment to the Investor shall be made at the request of the Investor at the presentation of the original receipts.
- 3.- All payments due to the Authority other including the Principal Tenancy referred to above, shall be paid and settled by the Investor within 15 days from the date of the invoice. The Authority reserves the right to suspend any or all type of services to the Investor if the debit balance in the Investor's account with the Authority exceeds AED. 500 at any given time.

CHAPTER FIVE

General Terms and Conditions

Article (22): Force Majeure

Either of the parties shall be relieved from liability under or in connection with this Agreement to the extent that any failure to perform any of its obligations has been caused or contributed to by any event or circumstance including Acts of God, war, civil disturbance, lock-outs or computer virus or any other event or circumstance beyond the reasonable control of the party.

Article (23): Responsibility

The Investor shall be exclusively responsible for all his acts and the acts or conduct of his employees, his visitors and family members within or out the boundaries of the SRTI Park, Sharjah or U.A.E. in relation of any service rendered by the Authority or else and the Authority, his directors, officers or employees shall not be liable for any indirect special or consequential loss or damage whatsoever (including but not limited to lost profits or interruption of business) arising out of or in connection with this Agreement, whether or not the possibility of such loss or damage was known or foreseeable.

Article (24): Disputes

In the event of any dispute arising out of this Agreement, the parties shall endeavor, in good faith to resolve the same amicably. Any such dispute, which is not so resolved, shall be referred to the arbitration to be agreed upon between the parties hereof or, failing agreement, to resolve the dispute then it is to be referred to the Competent Court in Sharjah, U.A.E.



Article (25): Notices

Any notice to be given pursuant to this Agreement shall be in writing and shall be deemed to be duly given if it is delivered by hand or sent by registered post or facsimile or e-mail to the addresses of the parties set out in this Agreement or set out in any other official document of addresses, or any other business addresses for the time being. In case of notices sent by registered post, the same shall be deemed to have been received within seven working days after being posted. Any change of address shall be informed immediately to the other party else otherwise all notices subject to this agreement shall be considered valid and official.

Article (26): Severance

If any provision or part of a provision of this Agreement shall be or shall become unenforceable, void or invalid (as the case may be), such provision or part thereof shall not affect and shall be deemed to be served from the remainder of this Agreement to the intent that the remainder of this Agreement shall be or shall continue to be fully enforceable and valid.

Article (27): Law

This Agreement shall be construed, interpreted and governed on all respects in accordance with the laws of Sharjah United Arab Emirates.

I/We confirm that I/We have reviewed all pages of this Agreement and sign it here below as a whole.

For Investor

Signature: _____

Name : Sanyog Gupta Radhey Kishan Gupta

Capacity : Partner / Manager



Document is e-Certified

Issue Date 2024-09-05