

TERMS & CONDITIONS TO AVAIL SERVICES WITH ZAISH

1. Please read our Terms & Conditions below, complete as indicated.

- 1.1. These Terms and Conditions ("Terms") govern the provision of all services by ZAISH and their registered service provider, to the Client, as identified and detailed further herein.
- 1.2. Subject to their express acceptance by ZAISH and by the Client, these Terms, in conjunction with any order forms, orders, requests and instructions, as issued by the Client to ZAISH, shall constitute a binding legal agreement between the Client, ZAISH and their registered service providers.

2. DEFINITIONS

- 2.1. "ZAISH": ZAISH-LLC, UAE registered companies, its subsidiaries or group companies as well as any nominee company such as registered corporate service providers, in any other jurisdiction providing services on behalf of ZAISH or which may be involved in the provision of the Services to the Client or to Client's Company. Referred to henceforth also as "ZAISH"
- 2.2. "Services": Any of the services listed on ZAISH portal – the period of engagement for the services is finished on delivery as defined by the service or on receiving the documents unless specifically extended by ZAISH.
- 2.3. "Company": Any company or entity beneficially owned by the Client, to which Services are provided by ZAISH or its nominees.
- 2.4. "Client": the beneficial owner(s) of the Company and/or the individual(s)/ corporate entity who has requested ZAISH to provide Services as identified/specified in Client Order, emails or any form of communication and any successors of such individual(s), as well as any such individual(s) whom the Client may ultimately represent and any such individual(s) whom the Client may have authorized to represent himself; in case of more than one person all such persons jointly and severally.
- 2.5. "Application Form": the web enquiry form or service request form or written format, or any other form as submitted by the Client to ZAISH before or during commencement of Services.
- 2.6. "Communication": any communication between ZAISH and Client by any of the following methods:
 - a. Email, message or form posted on internet, including SMS on mobile devices, messages on by any instant messenger systems;
 - b. Fax to the number provided by client on ZAISH record and ZAISH number on client record
 - c. Courier or mail delivery, addressed to the last known or notified address of the recipient
 - d. ZAISH Contact: Means the authorized representatives from ZAISH with authorized emails : cs@zaishuae.com , Mobile number +971 50 303 0452 or any support provided through ZAISHuae.com or its mobile application.

3. PROVISIONS

- 3.1. As may be requested from time to time by the Client, ZAISH shall perform any service that is available on ZAISH portal, for and on behalf of the client. In performing such functions ZAISH shall always act solely on instructions from the Client and never in his own discretion, except for special circumstances as described further in these Terms.
- 3.2. ZAISH has no direct or beneficial interest in the client or in its business whatsoever. The sole interest of ZAISH at provision of any of the Services to the Client or to the Company is in the earning of the professional fees, as specified in the standard list of fees and charges of ZAISH or by the invoice issued by ZAISH.
- 3.3. Client accepts that ZAISH is not responsible and/or liable for any delays or losses that may result on account of any defect or deficiencies in the documents submitted to the authorities -such as but not limited to signature not matching with the one on record or being outdated.
- 3.4. Clients also accept authorities may change requirements, prices, reject a case without reason or may ask for additional approvals and information while the process is going on and thus causing delays. Client accepts that in such contingencies while ZAISH may do its best to achieve the original time plans and budget ZAISH bears no responsibility for extra costs, time and any losses incurred by the client as a result.
- 3.5. All fees charged by ZAISH to the Client shall be in amounts indicated in the pro forma invoice addressed to the client specifically sent to the Client by ZAISH as an offer. The fees are subject to change, any increase of fees taking effect only

upon 30 days advance notice, except for increases in government fees and other charges which take effect immediately with or without notice. ZAISH may charge additional fees for work beyond normal scope and in case the authorities change their prices.

3.6. Refunds to clients are admissible only to the extent of amount lying unspent with ZAISH and not payable to authorities, or/and to suppliers and/ or any refunds received from the authorities for the job of the clients.

3.7. The Client accepts to bear the exchange rate charged on the invoice without dispute and all bank charges as applicable or incurred except those charged by ZAISH's bank at the destination account.

3.8. The formal grounds for payment of any fees is either through the website payment gateway, through an invoice via a web payment service e.g. PayPal, or through a numbered invoice issued by ZAISH to the Company, or to the Client. Price quotations or pro forma-invoices are not grounds for payment. Invoices shall be sent by ZAISH and shall be deemed to be received by Client if sent by any means of Communication [above]. The preferred payment option is by Online payment gateway or Card payment using payment link or bank transfer. The date of receiving the money into ZAISH's bank account or in ZAISH's office (if paid in cash) will be considered as the date of payment. All bank charges are to the Client account.

3.9. ZAISH is not bound to provide any Services before the invoiced fees are paid in full by the Client.

3.10. The Client acknowledges that late payment of certain fees, in particular annually recurring fees, may involve substantial late penalties or surcharges, to be payable by the Client before any further Services may be provided. The Client also acknowledges that the failure to pay such fees on time may result in the discontinuing the service request or sometimes a legal action.

3.11. If the Client fails to settle invoices within the payment period stated in the invoice, ZAISH may deduct such outstanding fees from any account or funds of the Client or the Company, as may be available to ZAISH.

3.12. If several private individuals act jointly as Client in relation to the same Company, unless they have expressly instructed otherwise, ZAISH shall only act on instructions which are given jointly by all of the Client-individuals concerned. In the event of not receiving any joint instruction in time or not at all, ZAISH is indemnified from the consequences of the resulting delay.

3.13. The Client confirms and guarantees that the Service requests will not be used for any unlawful purpose and will not be involved directly or indirectly in any illegal or immoral transaction, including, but not limited to fraud, embezzlement, extortion, dealing in prohibited substances, terrorism, money laundering.

3.13.1. If ZAISH learns that the Company or the Client is involved in any such illegal transactions or activities, ZAISH may immediately cease to provide any Services and do anything it considers appropriate in order to protect the interests of the general public and ZAISH itself.

3.14. The Client confirms and guarantees that no instructions given to ZAISH will require or involve any unlawful act or contain any falsehood and that all information given, including the information given in the Order Form, is and will be accurate and that the Client will keep ZAISH adequately informed of any changes in such information and will keep ZAISH informed as to all business to be transacted in the name of the Company.

4. Due Diligence ("Know Your Customer").

4.1. As and when requested by ZAISH, the Client shall provide to ZAISH proofs of identity and sufficient identifying documentation for the Client and for all individuals and entities directly involved, as shareholders, directors, account signatories, attorneys-in-fact or in any other similar capacity, unless such individuals or entities are already known to ZAISH. Client agrees to cooperate with ZAISH in Due Diligence procedure.

Such due diligence procedure and documents may normally include but not limited to a

4.1.1. certified copy of passport, or sighting the original passport of the Ultimate Beneficial Owner

4.1.2. a recent original utility bill or other proof of address, of the Ultimate Beneficial Owner

4.1.3. Bank reference and/or other documents, as the requirement may be of the Ultimate Beneficial Owner

4.1.4. In some circumstances Due Diligence may require personal presence of the beneficial owner.

4.2. The Client shall provide ZAISH with any further written information ZAISH may reasonably request about the background of the Client and the activities of the Company.

<p>4.3. ZAISH may refuse to provide any or all of the Services before the Due Diligence documents and information, as described in this article, are furnished by the Client.</p> <p>4.4. The KYC requirements for each service provided by ZAISH will be different and some services will require no KYC verification..</p> <p>4.5. ZAISH may use all the available information contained in the Due Diligence and KYC documents for the purposes of providing information to authorities, filling forms as it is, without any express permission or message from the client</p>
<p>5. The Client shall be bound by, and authorizes ZAISH to act on all instructions, requests and representations issued by, or purporting to be issued by the Client or his authorized representative, or by any person ZAISH reasonably believes to be duly authorized by the Client. Such instructions, requests and representations may be communicated by the Client to ZAISH by any means of Communication, but ZAISH shall not be bound to act on any instructions, requests and representations made to him by any other method.</p>
<p>6. The risk of misunderstandings, errors and losses due to bad, incomplete and ambiguous communication and the risk of any instructions being issued by unauthorized third parties are the Clients' own. ZAISH shall not be liable for any loss or damage resulting from his reliance upon any instruction, notice, document or communication, reasonably believed by ZAISH to be genuine and originating from the Client. In case of reasonable doubt as regards the authenticity of any such instruction, notice, document or communication, ZAISH may, but is not obliged to, require additional authentication from the Client. The risks of delays in performing any task due to any communication failures, misses or delays are clients own. Client accepts to update his contact details from time to time in case of any change.</p>
<p>7. The Client acknowledges that in certain circumstances ZAISH may be legally bound by order of a competent court or authority to disclose information pertaining to the affairs of the Company or the Client. Where ZAISH becomes bound by such an order, he shall promptly notify the Client of the same, unless prohibited to do so by law or by the terms of such order. The notification may be in writing or verbal followed by a written communication as soon as deemed possible.</p>
<p>8. If any claim, request or action is taken by a third party against the Company or any other such circumstances arise in which in the opinion of ZAISH it is necessary to take urgent action in order to protect the best interests of the Client, the Company or ZAISH, and if in such circumstances ZAISH is unable to obtain clear, sufficient and lawful instructions from the Client, then ZAISH shall be allowed to take such action as he deems most appropriate for the situation. In particular, in such case ZAISH may, at his own discretion</p> <p>8.1. utilize any assets or means available to ZAISH or to the Company towards</p> <p>8.1.1. a defense against such claim or action, or</p> <p>8.1.2. a satisfaction of such claim or action;</p> <p>8.1.3. refrain from any activity whatsoever;</p> <p>8.1.4. Take such other courses of action as ZAISH considers appropriate.</p> <p>8.2. ZAISH shall not be liable for any loss or damage to the Client or the Company, incurred in the circumstances described in this Article.</p> <p>8.3. Indemnity and Notice: The client indemnifies ZAISH from all the losses or damage, legal disputes, liabilities, potential or actual, in any country that the client may suffer in connection with any or all the services provided by the Company or the client.</p>
<p>9. These Terms may be amended by ZAISH and any such amendments shall become effective upon one months' written notice to the Client of such amendments.</p>
<p>10. Termination of the Service Request:</p> <p>a. ZAISH may at his sole discretion cease to provide any or all of the Services to the Client, by giving written notice (resignation) to the Client.</p> <p>b. The client may at his discretion cancel any service request by fulfilling the following conditions: i. Send a written request to ZAISH ii. Clear all dues to ZAISH iii. Complete any outstanding paperwork required by ZAISH</p>
<p>11. ZAISH may change the requirements of KYC documentation and their attestation if required by the authorities.</p>

12. ZAISH will notify the client on the available email address about any renewal as a service in good faith. However the client accepts that ZAISH is not obliged to remind or notify the client about the renewal every year.

13. These Terms and Conditions shall be governed by the laws of the jurisdiction in which the company is incorporated.