



General Policies



1. Definitions

In this **Policy**, the following capitalized terms shall have the meanings ascribed to them.

- 1.1. **AED** means United Arab Emirati Dirhams;
 - 1.2. **Authority** means the Sharjah Media City Free Zone Authority established in the Emirate of Sharjah pursuant to Emiri Decree No. 11 of 2017;
 - 1.3. **City** means the Sharjah Media City Free Zone Authority established in the Emirate of Sharjah pursuant to Emiri Decree No. 11 of 2017;
 - 1.4. **Company** means a limited liability company or a branch incorporated in the **City** in accordance with **Regulations**;
 - 1.5. **Competent Authority** means any UAE or Emirate of Sharjah governmental, judicial or regulatory authority;
 - 1.6. **Employees** means a person employed by the **Company** who is the subject of a **Sponsorship**;
 - 1.7. **Policy** means this **General Policies** including its appendices;
 - 1.8. **Regulations** means the prevailing Sharjah Media City Free Zone Authority Companies and Licensing Regulations and all other regulatory instruments promulgated by the Authority;
 - 1.9. **Representatives** mean all **Company** investors, directors, managers and **Employees**;
 - 1.10. **Shams** means Shams Customer Servicing LLC incorporated on 23-Feb-2017 in Sharjah Media City Free Zone under License Number: 0217002/1;
 - 1.11. **Sponsorship** means the sponsorship of **Employees** by **Authority** in accordance with **UAE** Federal Law No (6) of 1973 as amended from time to time and **Regulations** for the purpose of residence and employment in **City**;
 - 1.12. **UAE** means the United Arab Emirates.
2. The **Representatives** shall read and adhere to the **Policy**.
3. **Regulations**
 - 3.1. The **Company** will adhere to **Regulations** and its amendments and any other policies issued by the **Authority**.
 - 3.2. Subject to the provisions of this policy, the **Authority** reserves the right to impose financial penalties, pursue legal actions, cancel **Company**'s license and cancel **Employees** residence visa.
4. **Anti-Money Laundering**
 - 4.1. The **Company** will adhere to **UAE** Federal Law No (4) of 2002 and any of its updates or amendments.
 - 4.2. The **Company** will adhere to **UAE** Federal Law No (1) of 2004 and any of its updates or amendments.
 - 4.3. The **Company** and its **Representatives** agree to provide any information, data, document or otherwise that **Shams**, the **Authority** or any other **Competent Authority** may request for any purpose whatsoever without unreasonable delay.



- 4.4. The **Authority** shall assume no liability for any penalties, losses or damages that may arise as a result of any unreasonable delays in the provision of information, data, documents or otherwise by the **Company** and/or its **Representatives**.
- 4.5. Subject to clause 47.1 and clause 47.3 of the Companies Regulations 2017, The **Company** and its **Representatives** acknowledge that any failure to supply information, data and/or documents, whether at the request of **Shams**, the **Authority**, any **Competent Authority** or otherwise, shall result in the cancellation of the **Company's** license.
- 4.6. The **Company** and its **Representatives** further agree to supply accurate, current and authenticated information pertaining to the **Company** and its **Representatives**. The **Company** will be responsible and liable for any false and misrepresented information provided.
- 5. Employee Sponsorship Agreement**
- 5.1. **Authority** shall sponsor **Employees** to be supplied to the **Company** in the **City** and **Company** accepts **Sponsorship** of the **Employees** by the **Authority** subject to **Regulations**.
- 5.2. **Authority** shall prescribe, at its sole discretion, the number of **Employees** that **Company** can employ.
- 6. Authority Rights**
- 6.1. **Authority** reserves the right to reject any application for a **Company** or its **Employees** at any time and without notice.
- 7. Fees and Refunds**
- 7.1. **Authority** reserves the right to suspend all services to **Company** and withdraw the **Company's** license if there are any overdue invoices.
- 7.2. **Company** shall settle all invoices raised by the **Authority** without any setoff or deduction and free and clear of all taxes and in a manner so that the **Authority** shall receive full value in cleared funds.
- 7.3. **Authority** reserves the right to reject any refund application.
- 7.4. **Authority** reserves the right to enforce an administrative fee of **AED 1,000** before issuing any refunds to **Company**.
- 7.5. **Authority** reserves the right to reject any refund applications if the Immigration Card of **Company** has been rejected by the General Directorate of Residency and Foreign Affairs due to any pending criminal or civil cases against the **Representatives** of the **Company**.
- 7.6. **Authority** reserves the right to reject any refund applications if the **Company** fails to provide any attested original documents requested that of the **Representatives**.
- 8. Liability**
- 8.1. The **Authority** is not liable for:
- 8.1.1. any delays or rejection of applications from the General Directorate of Residency and Foreign Affairs or any other **Competent Authority**.



- 8.1.2. any delays or rejection of applications for external approval from any **Competent Authority**.
- 8.1.3. any act, default or omission on the part of a **Representative** including without limitation any breach of any restraint of trade or non-competition covenant that may be contained in the employment contract of the **Employees**.
- 8.2. **Company** is responsible to obtain all necessary approvals from relevant **Competent Authorities** where and when is required.
- 9. License Cancellation**
- 9.1. The **Authority** shall assume no liability that may arise as a result of cancellation of the **Company's** license or any associated **Sponsorship** by **Authority** due to a breach of **Regulations** by the **Company**.
- 9.2. The **Authority** shall assume no liability that may arise as a result of cancellation of the **Company's** Immigration Card due to a breach of **Regulations** and as per the policies of **Competent Authority** and will not be able to reissue an Immigration Card for the same **Company**.
- 9.3. The **Authority** reserves the right to apply any monetary deposits paid to **Shams** towards settlement of any fees, fines, penalties, charges or otherwise.

Signature:

Date of Signature: