

THE JEBEL ALI FREE ZONE RULES 2020
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THE JEBEL ALI FREE ZONE RULES

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1. INTRODUCTORY NOTE BY THE CHAIRMAN OF JAFZA

This is the revised eighth edition of the Free Zone Rules, which hereby repeals the seventh edition of 2017. This eighth edition is a revised edition and has been redrafted with the following, amongst other, objectives:

- (a) *to update the Free Zone Rules to reflect the prevailing rules and procedures;*
- (b) *to bring conceptual, legal and procedural clarity; and*
- (c) *to re-arrange the Free Zone Rules in order to have the substantive rules (Section B) separate from the procedural requirements (Section C).*

These Free Zone Rules set out guidelines and requirements for establishing and operating entities in the Free Zone (except for an entity set up in the offshore jurisdiction of the Free Zone).

These Free Zone Rules are also available in electronic format on the Free Zone website: www.jafza.ae

SULTAN AHMED BIN SULAYEM
Chairman
Ports, Customs and Free Zones Corporation

2. DEFINITIONS

In these Free Zone Rules the following capitalised terms shall have the meaning ascribed to them below:

Capitalised Term	Meaning
Air Fare	the cost of a one way airfare to an Employee's country of nationality at the published rate of International Air Transport Association.
Branch	A Branch, which is branch of Parent Company, registered in accordance with the regulations promulgated by Jafza.
Building Permit	a permit issued by CED approving a Customer's proposed building construction.
CED	the department of civil engineering under Trakhees.
Customer	an entity, be it an FZE, FZCO, a branch of a company, or a form of an entity permitted to be incorporated by Jafza, registered in the Free Zone, but excluding an entity incorporated in the offshore jurisdiction of the Free Zone.
Completion Certificate	a 'Building Completion Certificate' issued by CED, which confirms that a Customer's building, construction or modification has been completed in accordance with the applicable rules, regulations and requirements.
DWS / PCFC	'Dubai World Security Department' / 'Ports, Customs and Free Zone Corporation Group Security'.
EHS	the department of Environment, Health and Safety under Trakhees PCFC.
Employee	a person permitted to work in the Free Zone and/or for a Customer in accordance with these Rules, including a Sponsored Employee.
Employment Agreement	an employment agreement in the form and substance prescribed by Jafza stipulating the conditions of employment, to be entered into

	between a Customer and its Employee which can be for a limited or unlimited terms in accordance to the provisions of the UAE Federal Labour Law. Other specific types prescribed by Jafza are employment agreement for a GCC national and employment agreement for a person sponsored by a relative.
Fitness Certificate	an 'Operation Fitness Certificate', which confirms that a Customer's operations are approved by EHS, in accordance with the requirements laid down by Trakhees PCFC.
Fitness Inspection	an operation fitness inspection carried out by CED / EHS for issuance, amendment and renewal of a Fitness Certificate.
Free Zone	the Jebel Ali Free Zone, established pursuant to Ordinance No. 1 of 1980 promulgated by H.H. Sheikh Rashid Bin Saeed Al Maktoum, Ruler of Dubai, or any other Free Zone owned or administratively controlled by the Jebel Ali Free Zone or Jafza.
Free Zone Rules	these Free Zone rules, as may be amended.
FZCO	a free zone company, which is a limited liability company with two or more shareholders, incorporated in accordance with the regulations promulgated by Jafza.
FZE	a free zone establishment, which is a limited liability company with one shareholder, incorporated in accordance with the regulations promulgated by Jafza.
GCC Countries	the countries that are members of the Gulf Cooperation Council.
Industrial Accident	an accident that results in total or partial permanent disability of the Employee, which occurs at work or while travelling in the course of an Employee's duties, or going to or coming from work.
Jafza	the Jebel Ali Free Zone Authority, a body corporate established under Decree No 1 of 1985 Establishment of The Free Zone Authority In Jebel Ali Port, as amended, including all its departments and functions.
Jafza's Workforce Protection Programme	an insurance scheme adopted by Jafza aimed at securing Employees' rights in the Free Zone whereby, Customers will be required to enroll in as per the procedures, and requirements approved by Jafza, and subject to the prescribed premium.
Lease	a lease of Premises by Jafza to its Customer, or a sub-lease from a Customer to another Customer, in accordance with these Free Zone Rules. A Customer leasing Premises shall be referred to as a "Lessee" and the grantor of a Lease shall be referred to as a "Lessor".
Licence	a licence granted by Jafza to a Customer to carry out business activities in the Free Zone.
LIU	light industrial unit.
PCFC	the 'Ports, Customs and Free Zone Corporation', a public corporation established by Law No. (1) of 2001.
Portal	Jafza E-services.
Premises	the premises in the Free Zone as detailed in Rule 9.1, available on Lease.
PSA	a personnel secondment agreement that the Customer enters into with Jafza, which prescribes the conditions under which Jafza acts as a sponsor for a Customer's Employee.
Sponsored Employee(s)	an employee of a Customer who is sponsored by Jafza pursuant to a PSA.
Tariff	the tariff determined by Jafza contained in Section D of these Free Zone Rules, as amended.

Trakhees	an authority established by PCFC, under the Department of Planning and Development, Government of Dubai, which has the divisions of CED and EHS.
WPS	the 'Wage Protection System', a system providing for electronic salary transfer, as developed by the Central Bank of United Arab Emirates, and maintained by the UAE Ministry of Human Resources & Emiratisation.

3. INTRODUCTION TO THE FREE ZONE

The Free Zone was established in 1980 with the key objective of encouraging companies to benefit from various attractive incentives that the Free Zone offers, such as:

- (a) zero tax regime in force;
- (b) no limit on foreign ownership of companies;
- (c) no requirement for a United Arab Emirates national as a local partner / shareholder; and
- (d) freedom to employ whoever, as per the authorities concerned, with the Free Zone acting as nominal sponsor for residency purpose.

In order to incorporate an entity in the Free Zone, a Customer requires, amongst other things, a Licence issued by Jafza appropriate for the intended business activities in the Free Zone, as well as a Lease for Premises suitable for the nature and scope of its operations. Jafza provides a variety of Premises for Lease for various purposes.

The Free Zone has ready built facilities, such as warehouses, light industrial units, showrooms, offices, workstation, on-site residence, food outlets and retail stores available for leasing to its Customer. A Customer wishing to construct facilities to its own specification and design can do so by leasing a Plot of prepared land of the required area. Operation in the Free Zone is subject to the rules and regulations promulgated by Jafza, including these Free Zone Rules, as well as the prevailing procedures and practices of Jafza.

Service providers for telecommunications services, electric works, water works and postal services are present in Jafza, and they offer a wide range of services to Customers, be it at the time of a Customer's incorporation or thereafter, such as obtaining phone lines, water and power connections and a post office box number.

4. POWERS OF JAFZA

Jafza is the regulatory authority charged with the supervision of the Free Zone, and its responsibilities, as laid down in Decree No 1. of 1985 "Establishment of The Free Zone Authority In Jebel Ali Port", as amended, include, to develop the infrastructure of the Free Zone and to issue rules and regulations, to regulate Customers and their activities in the Free Zone, and in doing so to issue Licences and to Lease different Premises on short term and long term basis. Jafza may also assist Customers to recruit managers, officers, technicians, professionals and other Employees. Jafza has issued these Free Zone Rules based on the authority granted to it.

Jafza may waive a Rule contained in these Free Zone Rules, for one or more than one Customer, subject to terms and conditions that Jafza may prescribe.

Jafza may issue a notification in relation to any matter provided in these Free Zone Rules.

Jafza may appoint an authorised representative, as it may deem necessary, for the implementation of any part of these Free Zone Rules.

5. AVAILABILITY OF THESE FREE ZONE RULES

These Free Zone Rules are available on Jafza's website and can also be obtained on request from Jafza. These Free Zone Rules are routinely handed to a Customer on the provisional approval of the Customer's application and / or at the time of signing a Lease.

6. GENERAL REQUIREMENTS

- 6.1. A person working or operating in the Free Zone, be it a Customer, Employee or a contractor working for a Customer, is required to comply with these Free Zone Rules.
- 6.2. A Customer shall have a valid Lease and a valid Licence to operate in the Free Zone. A client occupying a Workstation space in a business centre / incubator may be subject to different requirements. In addition, entities incorporated and licensed by other free zones authorities or competent authorities in the United Arab Emirates may lease a premises in the Free Zone subject to a permit issued by Jafza.
- 6.3. A Customer is required to renew its Lease and Licence within the time frame set by Jafza.
- 6.4. Payment for services rendered by Jafza is required to be made in advance, according to the established Tariff.
- 6.5. Movement of goods within the Free Zone shall be by a Customer's own transport, or by a transportation company registered in the United Arab Emirates.
- 6.6. United Arab Emirates local decrees, regulations, rules and practices are applicable within the Free Zone, and shall be applied to the Free Zone and its Customers in addition to these Free Zone Rules. Violation of United Arab Emirates local decrees, regulations, rules and practices will be notified to the appropriate authorities.
- 6.7. Without prejudice to the generality of Rule 6.6 above, a Customer is required to at all times abide by all international treaties entered into by United Arab Emirates as well as all United Arab Emirates federal and local laws, decrees, regulations, rules and practices in relation to intellectual property rights and any other obligation on the part of the United Arab Emirates. Jafza may take appropriate action, in its own discretion, against a Customer found to be in violation of this Rule.
- 6.8. Violation of these Free Zone Rules is subject to such procedures and penalties as prescribed in Rule 14 herein.

7. TYPES OF LICENCES

- 7.1. Licences are categorised by the nature of business activity, as follows:

Licence category	Nature of activity
Trading Licence	To carry out trading activities.
Industrial Licence	To carry out manufacturing activities.
Service Licence	To carry out services activities.
General Trading Licence	To carry out trading activities as per General Trading terms and conditions
Logistic License	To carry out third party logistic activities
E-Commerce License	To carry out buying and selling of goods and services over electronic networks via any electronic means.
National Industrial License	To carry out manufacturing activities where at least 51% of the ownership of the Customer is of national(s) of the GCC countries.
Innovation License	to carry out development of new products and services

A Licence is valid for operations in the Free Zone. A Customer wishing to operate outside the Free Zone shall do so subject to the applicable laws of the jurisdiction the Customer wishes to operate in.

- 7.2. To qualify for and retain a Licence, the applicant must satisfy each of the following:
- (a) hold a valid registration from either:
 - (i) the Department of Economic Development in United Arab Emirates;
 - (ii) the Free Zone; or
 - (iii) a place of incorporation outside the United Arab Emirates.
 - (b) hold a valid Lease in the Free Zone. A Customer occupying a Workstation space in a business centre/ incubator may be subject to different requirements;
 - (c) compliance with Federal and/or Municipal legislation applicable in the Free Zone; and
 - (d) compliance with all applicable rules, regulations, notices and practices of the Free Zone, including these Free Zone Rules.
- 7.3. A Licence is valid for at least one year and is renewable, provided that:
- (a) the Customer holds a valid Fitness Certificate for its Premises (except where the Premises are offices and workstations provided by Jafza);
 - (b) the Customer commits to submit its balance sheet (financial report) by the end of every financial year, audited by an auditor who is approved by Jafza.
 - (c) the Customer holds a valid registration or good standing certificate from the place of incorporation;
 - (d) all dues are paid in full; and
 - (e) the Customer satisfies any other requirement imposed by Jafza at the time of such renewal.
- 7.4. The details on a Licence may be amended by the Customer on request and by payment of the published fee as per the Tariff.
- 7.5. The activity on a Licence may be amended by the Customer by adding new activities or by removing existing licensed activities, on application to Jafza. The decision on the application will be made by Jafza at its discretion.
- 7.6. A Customer desirous of conducting an additional activity within the scope of a different category of a Licence may require an additional Licence from Jafza or an amendment to the existing License, which shall be granted by Jafza at its discretion.
- 7.7. A Customer shall not carry out an activity other than the activity appearing on the Customer's Licence.

8. FREE ZONE LEASE

8.1. Lease

- 8.1.1 Rent for the Premises shall be payable in accordance with the terms and conditions of the Lease agreement.
- 8.1.2 A Customer who Leases Premises from Jafza should ensure that the Premises are operational within the time stipulated below, unless Jafza extends the same in writing:
- (a) 60 days for office space;
 - (b) 90 days for LIU; and
 - (c) 22 months to complete the building or construction of a Plot.

Once operations commence, the Premises shall be kept in functional order.

8.1.3 A Lease agreement will be signed between Jafza (and/or its nominated party) and the Customer containing the terms and conditions of the Lease. The Lease shall commence on the date of the Lease agreement, or on a date specified therein.

8.2. Sub-Lease

8.2.1 A Customer who has Leased Premises may sub-Lease the Premises to another Customer, subject to the written approval of Jafza, issued by Jafza at its discretion. In considering a request to sub-Lease, Jafza will require that all of the following are satisfied:

- (a) the Lessor is in possession of a valid Lease for the Premises that is to be sub-Leased;
- (b) the Premises to be sub-Leased has an operational and complete building;
- (c) the sub-Lessee is either:
 - (i) a subsidiary of the sub-Lessor, whereby the sub-Lessor holds shares in the sub-Lessee; or
 - (ii) an associated company of the sub-Lessor, associated by way of common shareholding, whereby one or more shareholders hold shares in both the sub-Lessee and the sub-Lessor; or
 - (iii) (iii) any other party approved by Jafza with specified terms and conditions
- (d) the sub-Lessee shall possess a Licence for its activities and shall be carrying on its business in conformity with the rules and regulations of the Free Zone including these Free Zone Rules, particularly the rules regarding EHS and zoning plan;
- (e) the Premises Leased by the sub-Lessor are sufficient and appropriate for the activities of the sub-Lessee, without jeopardizing or in any way creating any hazards for its own operations; and
- (f) the sub-Lessor undertakes to be fully responsible for the activities of the sub-Lessee as far as the terms and conditions of the Lease agreement and the PSA are concerned.

8.2.2 Where Jafza approves a sub-Lease in writing, the Lessor shall be jointly and severally liable and responsible, along with the sub-Lessee, for an act or omission of the sub-Lessee, which act or omission is contrary to law or the rules, regulations and practices of Jafza, or which result in loss, damage, harm, liability or nuisance to a Customer or to Jafza.

8.2.3 If Jafza approves a sub-Lease, the sub-Lessor shall be required to pay an annual fee, as per the Tariff.

8.2.4 The sub-Lease agreement entered between sub-lessor and sub-lessee shall not contradict or override the Lease agreement entered into between Jafza and the Lessee. The sub-Lease agreement shall be approved by Jafza.

9. BUILDING AND OPERATION CONTROL

9.1. Premises

9.1.1 In order to carry out business in the Free Zone, a Customer is required to Lease Premises. The Premises shall be used for the business objectives of the Customer, for which it has a Licence.

9.1.2 The Premises can be broadly divided into two distinct categories:

- (a) Ready built ("**Ready Built**"): Such Premises are ready built Premises in the Free Zone, for use by the Customer in an as-is-condition or where the Customer may require minor or major modification; and
- (b) Prepared plot ("**Plot**"): Such Premises are prepared plots of land in the Free Zone, which Jafza can Lease to the Customer, whereupon the Customer can construct a custom made building in accordance with the Customer's needs and objectives.

9.1.3 Whether a Customer builds on a Plot, modifies a Ready Built Premises, or obtains a Ready Built Premises in as-is-condition, the Premises allocation and modification has to be approved by Jafza and Trakhees (CED/EHS/fire departments) and the Customer shall ensure that all rules, regulations, requirements, standards, guidelines and procedures of Jafza and of relevant authorities are adhered to, including those of CED/EHS and fire department, during the construction, installation or operational stage. The Customer shall obtain necessary permits and approvals, including a Building Permit, Fitness Inspection, Fitness Certificate and Completion Certificate, as may be necessary. All measures shall be taken by a Customer to conduct its operations in an environmentally clean and safe manner, and to avoid nuisance to other Customers. The Customer shall update itself on the various provisions within the applicable regulations.

9.2. **Power supply for built on leased land**

Application for provision of electrical supply to a Premises shall be submitted to Jafza and should be in compliance with the regulations to receive a pre-approval. Once the pre-approval is obtained the application may be submitted directly to Dubai Electricity and Water Authority. A Customer requiring an increase in the power supply shall submit a request for approval to Jafza, along with reasons and justification for the increase in consumption, which Jafza shall approve at its discretion.

10. **INSURANCE**

10.1. **Insurance of buildings**

10.1.1 A Customer is required to have its Premises insured against all risk insurance, including fire and perils.

10.1.2 For Premises erected by a Customer, the Customer shall be responsible for arranging the insurance, which shall be in the joint names of the Customer and Jafza. The policy shall be sufficient to cover clearance and replacement costs of the structure, fixtures and fittings. The policy must be presented and approved by Jafza before the Completion Certificate can be issued.

10.1.3 For Premises erected by Jafza, the insurance will be arranged by Jafza on behalf of the Customer. The insurance shall be in the name of Jafza or its nominee. The Customer shall be required to pay a contribution as determined by Jafza to the insurance premium. This will take the form of an annual standard charge in line with the established Tariff. The master policy will be available for inspection on request from Jafza.

Note: Where damage covered under insurance has incurred to a Ready Built Premises, Jafza requires the Customer to bear a certain minimum deductible charge required to be paid to the insurance company at the time of a claim. Such amount shall be determined by the insurance company.

10.1.4 Insurance of the contents of a building shall be at the discretion of Customers. Jafza will not be liable for loss or damage to Customers' possessions, due to any reason, including theft or natural calamities.

10.1.5 A Customer shall obtain the insurance(s) required to be obtained in the Lease agreement.

10.2. **Employee insurance**

10.2.1 Each year a Customer shall take out third party liability insurance (or public liability insurance) and workmen's compensation insurance for its Employees pursuant to the PSA. In addition, all employees of the Customers should be insured as per the requirements and regulations of the Health competent authority.

10.2.2 The value of insurance cover required for third party liability is AED 500,000 for up to 19 Employees and AED 1,000,000 for 20 Employees or above. The stated value may be revised by Jafza through notification. The insurance cover shall be for a single occurrence, and there should be no limit in the policy as to the number of occurrences.

10.2.3 Workmen's compensation insurance must include cover for injury and disability compensation and related medical expenses, in accordance with the Federal Labour Law No. 8 of 1980, regarding the organisation of labour relations, as amended, and these Free Zone Rules.

10.2.4 A Customer shall provide to Jafza a copy of the insurance policy for third party liability and for the workmen's compensation insurance, as renewed annually. The insurance cover shall be adequate

and sufficient. A Customer shall also obtain a certificate from the insurers, addressed to Jafza, stating details of the policy.

11. EMPLOYEE AFFAIRS

11.1. Sponsorship

11.1.1 Jafza is authorised to sponsor staff to be engaged to work for a Customer in the Free Zone.

11.1.2 A Customer wishing to take advantage of this sponsorship facility will be required to sign a PSA with Jafza and to have a CIC (Computer Immigration Card) to be able to apply for visas. The PSA shall lay down the conditions under which Jafza will act as sponsor for a Sponsored Employee. A Customer shall not employ Employees exceeding the number approved by Jafza (e.g., according to office area, warehouse, machinery installation, etc.).

11.1.3 In accordance with the PSA, a Customer shall provide a guarantee or any other security approved by Jafza, to Jafza in respect of each Sponsored Employee. Primarily, a Customer is required to apply for Jafza's Workforce Protection Programme. Whereas in cases, a Customer is proved to be ineligible to be part of the Jafza's Workforce Protection Programme, or in default to any of the requirements, as per Jafza's discretion, then the Customer will be required to submit a guarantee with Jafza, where a single guarantee to cover the anticipated total number of Sponsored Employees may be lodged with Jafza. Such bank guarantee shall be in line with the standard format approved by Jafza. A Customer has the option to pay a cash guarantee in lieu of the bank guarantee. The Customer must abide by any other forms of security as adopted by Jafza from time to time.

11.1.4 Where a Customer is under the requirement of a guarantee, that guarantee is applicable for all Sponsored Employees regardless of their grade and position (waivers can be granted by Jafza for certain personals in control of a Customer as per Jafza's discretion, related formalities and subject to other requirements). The guarantee shall be equal to or higher than one and half month's basic salary plus a one way Air Fare from Dubai to the country of which the Employee is a national. The applicable Air Fare figure can be provided by Jafza for the purpose of this calculation. If the Customer provides a bank guarantee, it must be issued from a bank operating in United Arab Emirates and the amount must be in Arab Emirates Dirhams. The Jafza Workforce Protection Programme / guarantee may be required to be increased / adjusted in value to meet subsequent increases in salary or Air Fare. In the event of withdrawal of the bank guarantee or the security or refund of the cash guarantee held with Jafza for the Sponsored Employees at any point of time, the Customer shall settle any outstanding amounts owed to Jafza, its affiliated entities and insurers. If a record of an absconding Employee of the Customer still exists (in United Arab Emirates), an Air Fare for each absconding Employee shall be deducted from the guarantee. Jafza shall always have the right to encash / release the guarantee for the purpose of covering any unpaid labour dues to the Sponsored Employee(s).

11.1.5 Jafza will act as a sponsor to obtain entry permits and residence visas for Employees:

- (a) recruited by a Customer; or
- (b) engaged by Jafza on behalf of a Customer.

11.1.6 A Customer wishing to employ staff, other than a national of a GCC country, who is to be a Sponsored Employee, is required to apply for entry permit, in the first instance.

11.1.7 Jafza may provide some investors with an investor's visa / long-term investor's visa subject to the prevailing regulations and policies of the relevant authorities.

11.1.8 A Sponsored Employee is only allowed to work in the Free Zone. However there may be occasions when a Customer requires a Sponsored Employee to work temporarily outside the Free Zone on a temporary basis (e.g. installation, repair, or maintenance of specialist equipment) in which case Jafza's prior approval is required.

11.1.9 A Sponsored Employee is only allowed to work with the Customer the Sponsored Employee is seconded to, or to the affiliated company(ies) / parent company / sister company(ies) of the Customer subject to Jafza's prior approval and requirements. Under no circumstances shall a Sponsored Employee work for a Customer other than a Customer to whom the Sponsored Employee is seconded, be it during free time or holidays. A Customer shall not recruit, employ or make use of an Employee employed under an Employment Agreement by another Customer.

11.1.10 Upon termination / expiry of the employment relationship between a Sponsored Employee and a Customer, Jafza will no more act as a sponsor to such Employee.

11.1.11 All unused entry permits (visit, transit, employment) need to be applied for cancellation when Jafza ceases to sponsor a Sponsored Employee, or when the purpose of such permit is satisfied, whichever earlier.

11.2. General rules

11.2.1 A Customer shall execute an Employment Agreement with every Employee that it employs.

11.2.2 A Customer shall be responsible at all times for all matters pertaining to its employees from the first date of employment till the relevant employees depart the country upon cancellation.

11.2.3 An Employee authorised to apply for entry permits for entry into the Free Zone and other administrative correspondence in connection with the Customer's operations, shall record its name on a "**Certificate of Authorisation**" and such certificate shall be lodged with Jafza.

11.2.4 Working hours for Employees will be a maximum of 8 hours per day, plus a 1 hour meal break, 6 days per week, and a total of 48 hours per week, unless a lesser maximum is prescribed in the Employment Agreement.

11.2.5 During the Holy Month of Ramadan, the working hours shall be reduced from 8 hours per day to 6 hours per day, and this will apply to all Employees of a Customer, regardless of the Employee's religion. Hours worked in addition to the hours agreed in the Employment Agreement shall be deemed overtime and paid accordingly.

11.2.6 Overtime shall be paid at the rate of 125% of the hourly rate, whereas overtime worked between the hours of 9:00 pm and 4:00 am shall be paid at the rate of 150% of the hourly rate, and overtime worked on Public Holidays or on a Friday shall be paid at the rate of 150% of the basic hourly rate.

11.2.7 Public holidays for Employees of a Customer will be in line with the public holidays announced by the United Arab Emirates Government for employees of the private sector as and when declared.

11.2.8 Shift working to be duly submitted to Jafza for approval in advance and include details of number of shifts, hours and numbers to be employed per shift, otherwise the necessary increase in staff to be employed may not be approved on the grounds that the space available is inadequate.

11.2.9 A Customer shall immediately notify and duly register with Jafza any amendment to an Employment Agreement of an employee, including any change occurring to the salary of the employee from time to time.

11.3. Employing non-Sponsored Employees

A Customer may employ a person who is not a Sponsored Employee, either temporarily or permanently, provided that certain conditions are fulfilled. Such employment is permitted for the following persons:

- (a) a GCC national;
- (b) a person sponsored by a relative (provided that the specific employment contract for such person, available at Jafza, is signed);
- (c) a person employed on a temporary basis for a parent company registered in the United Arab Emirates; and
- (d) a person employed on a temporary basis, where the Employee is sponsored by a company which is part of the same group company as the Customer.

A Customer wishing to employ anyone in the above categories must seek approval of Jafza. Approved non-sponsored staff must acquire the appropriate identity card or access pass from Jafza for entry into and out of the Free Zone. A Customer requiring temporary manpower should approach the Manpower companies approved by the competent Authorities and listed in Jafza.

11.4. Passes for working in and visiting the Free Zone

11.4.1 ID Cards

A Sponsored Employee will be issued a Company Employment card (“**CEC**”), which provides a unique identification. The CEC Card serves as a permit to work in specific areas inside the Free Zone, allows access into the Free Zone and is the source of identification in lieu of the Employee’s passport. If a Card is lost, then a replacement cannot be issued without police clearance.

11.4.2 Temporary ID Card

11.4.3 A temporary ID Card will be issued to a non-Sponsored Employee. Access passes

Access passes are issued to individuals; including but not limited to legal representatives, associates, agents, dealers, service providers, contractors, Employers and Employees (other than Sponsored Employees), who have been approved to visit/work for Customers. Jafza will issue the access pass upon obtaining the temporary access permit, where applicable.

11.4.4 Day pass

Day passes are issued to visitors to the Free Zone.

11.4.5 Obtaining passes

All types of passes above, with the exception of the day pass, need to be acquired by applying to Jafza. A day pass can be obtained by the Customer providing the details of the intended visitor. In the case of ceasing employment, the Customer must ensure that all passes issued to its Employees are returned to Jafza.

11.5. Employment

11.5.1 A Customer recruiting Sponsored Employees will be responsible to bear the following costs:

- (a) processing the entry permit and its requirements;
- (b) Air Fare;
- (c) processing the residence permit (including any transfer of sponsorship charges);
- (d) the health insurance;
- (e) renewal of residence permit and health insurance including the cost of a medical fitness certificate; and
- (f) CEC Charges.

11.5.2 A Customer shall not charge the Sponsored Employee or deduct from the Sponsored Employee’s salary the costs listed in Rule 11.5.1 above.

11.5.3 A Customer and a Sponsored Employee may negotiate the terms and conditions of employment, provided the agreement is not contrary to these Free Zone Rules and is in accordance with the Federal Labour Law No. 8 of 1980.

11.5.4 A Customer shall pay to a Sponsored Employee the minimum monthly basic salary payable, which must be in accordance with the job title, as acceptable to Jafza.

11.5.5 A Sponsored Employee shall sign the Employment Agreement which shall offer the minimum acceptable conditions of employment. Employees who are exempt from entering into an Employment Agreement are required to sign an undertaking to the effect that they shall not make a claim against Jafza in relation to employment matters or against Jafza as a sponsor. The effective date of the contract shall be coincident with the date of entry on the employment visa, or with the transfer date on the immigration records, whichever earlier.

11.5.6 A Customer will receive the entry permit, and shall promptly submit the passport and Employment Agreement for all new Employees to Jafza. Such Employee shall not be permitted to work for the Customer unless the Employment Residence is stamped on the passport.

11.6. **Passports**

A passport of an Employee shall be returned to the Customer after a residence permit is attached thereon. It is the responsibility of the Customer to hand over the passport to each Sponsored Employee.

Jafza may inspect the Customer to ascertain that the passport is in the Employee's custody. An Employee shall present its passport to Jafza on request.

11.7. **Wage Protection System - WPS**

A Customer shall be registered in WPS and shall transfer the Employees' salaries through the WPS to confirm that all emoluments due have been paid between the 1st and 15th of every month. A Customer failing to register in the WPS, as required by Jafza, may suffer penalties.

11.8. **Rules governing termination of Employment Agreement**

11.8.1 An Employment Agreement may be terminated as follows:

- (a) by agreement between the Customer and Employee and with the approval of Jafza;
- (b) during the probationary period (without notice);
- (c) by the Employee or Customer with notice having immediate effect provided all the requirements of the Federal Labour Law No. 8 of 1980, regarding the organisation of labour relations, as amended, have been satisfied; or
- (d) on expiry of the service period prescribed in the contract by either party, provided that a notice not to renew is given by either party.

11.8.2 An Employment Agreement shall be deemed automatically terminated in either of the following cases:

- (a) if the Employee dies during service; or
- (b) illness of, or injury to, the Employee resulting in a total incapacity to work (which is subject to the provision of a medical report by an authority acceptable to Jafza).

11.8.3 An Employee shall be entitled to a period of notice before termination of service as laid down in the Employment Agreement or the Federal Labour Law No. 8 of 1980, regarding the organisation of labour relations, as amended. The Employee shall be entitled to full pay during the prescribed notice period, and shall render services contracted for during the notice period, unless the Customer requires otherwise.

11.8.4 An Employee's service may be terminated without notice for the following reasons:

- (a) if the Employee is ill disciplined, or fails adequately to perform the duties as defined in the Employment Agreement (one written warning shall be issued to the Employee prior to termination and a copy of such notice shall be filed with Jafza);
- (b) if the Employee is sentenced by a competent court of a civil misdemeanor or criminal act;
- (c) if the Employee is found drunk or under the influence of an illicit drug at work;
- (d) if the Employee is absent from work without valid reason for more than seven consecutive days in one year or twenty non-consecutive days in one year;
- (e) if the Employee, while at work, assaults the Customer, a responsible manager, another Employee, or a visitor;
- (f) if an action or negligence by the Employee results in substantial loss to the Customer (provided that the Customer notifies Jafza within 48 hours of discovering the loss);

- (g) if the Employee fails to comply with health and safety regulations (provided that such regulations are prominently displayed in writing and in the case of illiterate Employees, that they have been explained orally);
 - (h) if the Employee falsifies identity details;
 - (i) if the Employee reveals confidential information of the Customer; and
 - (j) if the Employee works for another employer, be it during the annual leave or sick leave.
- 11.8.5 An Employee may cease work without notice if:
- (a) the Customer fails to fulfill the terms of the Employment Agreement; and
 - (b) the Customer, or its representative, assaults the Employee.
- 11.8.6 Termination under Rule 11.8.4 and ceasing work under Rule 11.8.5 is subject to approval by Jafza, which approval shall be sought before the Employment Agreement is cancelled.
- 11.8.7 Dismissal for a reason other than the reasons in Rules 11.9.1, 11.9.2 and 11.9.4 shall be deemed to be an "arbitrary dismissal". In such cases the Employee shall be entitled to compensation in addition to severance payments due.
- 11.8.8 The amount of compensation payable under Rule 11.8.7 above:
- (a) shall be verified by Jafza in accordance with the UAE Federal Labour Law;
 - (b) shall not exceed three times the total monthly wage and allowances as specified in the Employment Agreement; and
 - (c) Jafza shall address the dispute and seek to determine the case.
- 11.8.9 Where a change occurs in the form or legal status of a Customer, the Employment Agreement that was valid at the time of the change shall remain in force between the Employee and the Customer after its change of legal status and the Employee's service shall be deemed to be continuous.
- 11.8.10 If an Employee transfers to another Customer, in accordance with the terms of these Free Zone Rules, the Employment Agreement with the previous Customer shall have to be terminated and service will not be considered to be continuous, unless approved by Jafza in writing.
- 11.8.11 An Employee whose service exceeds one year shall be entitled to a gratuity payment on termination of service in accordance with the provisions of the LAE Federal Labour Law (or a higher payment if the Employment Agreement so specifies).
- 11.8.12 The gratuity shall be calculated at the basic pay rate as defined in the Employment Agreement and in accordance with the provisions of the UAE Federal Labour Law.
- 11.8.13 Entitlement to gratuity (end of service benefits) shall be forfeited if the Employee:
- (a) is dismissed in accordance with one of the reasons in Rule 11.8.4; or
 - (b) resigns before completing one year's service.
- 11.8.14 In case of death during service, the gratuity due will be payable as part of the Employee's rights.
- 11.8.15 On termination of service, (at the expiry of the Employment Agreement or if the Employment Agreement is terminated by the Customer prior to its expiry), a Customer shall provide Air Fare to the international airport nearest to the Employee's home. However, Air Fare will not be provided in the case of dismissal under Rule 11.8.4 or where the Employee terminates the employment.
- 11.8.16 Where an Employee's annual contract is automatically renewed in accordance with the Employment Agreement the Employee is entitled to Air Fare either in the event of submitting a resignation or on dismissal, whenever this occurs.

Note: In the case of the Employee having already availed the Air Fare entitlement for the completed contract period, the Employee is not entitled to additional Air Fare for the same period.

11.8.17 The Employee, on termination of service may request, and the Customer shall provide, free of charge a "Service Certificate" to show:

- (a) period of service;
- (b) work performed while employed;
- (c) final rate of pay and bonus, if any; and
- (d) a character reference.

11.9. Implementing termination of employment

11.9.1 Jafza is to be notified of any disciplinary action taken against a Sponsored Employee within 10 days of the action being taken. The following information is to be provided to Jafza:

- (a) name and identification number of the Sponsored Employee;
- (b) date of the alleged offence committed by the Sponsored Employee;
- (c) nature of the alleged offence committed by the Sponsored Employee;
- (d) disciplinary action taken by the Customer; and
- (e) general manager's signature on such notification.

11.9.2 Where a Customer wishes to dismiss an Employee for performance, conduct or disciplinary matters, the Customer must carry out the following steps in order to invoke sanctions:

- (a) the Employee must be notified of the charge, within 30 days of the matter arising;
- (b) the Employee must be provided with an opportunity to state the Employee's position;
- (c) the stated position must be investigated;
- (d) all the above should be recorded in the Employee's personal file; and
- (e) the Employee should be notified in writing of the applicable penalty, the reason for the same and the action taken against the Employee in case of repetition or continuity of the issue. The penalty may not be imposed after the lapse of 60 days from the date of the disciplinary finding.

11.9.3 On termination of employment, the Customer is required to submit a statement (End of Service Entitlement) in the prescribed form (copies available from Jafza), of the final dues, giving sufficient details to determine how the final dues have been calculated in addition to proof of the Employee's receipt of the total final dues. This statement shall be signed by the Employee and by an authorised signatory of the Customer. A copy signed statement shall be given to the Employee and a further copy is to be presented to Jafza.

11.9.4 At the same time the Customer shall either lodge with Jafza a sum in cash equal to the total of the final dues, or lodge a receipt evidencing that the Employee has received the final dues. Jafza reserves the right to calculate terminal benefits itself and to require the Customer to provide cash and Air Fare for distribution to departing Employees. In such cases Jafza's signature shall be deemed to replace the Customer's authorised signatory.

11.9.5 In cases when the Employment Agreement with a Sponsored Employee is terminated, Jafza shall cancel the Sponsored Employee's residence permit.

11.9.6 The Customer shall ensure that the Employee's residence permit, access pass and CEC Card are cancelled within 30 days of the Employee's final day of employment.

11.10. **Resolving labour disputes**

In the first instance, Jafza shall attempt to amicably resolve a labour dispute arising between a Customer signing a PSA with Jafza and an Employee, through Jafza's concerned labour section. Where a resolution is not reached Jafza shall transfer the matter to the Dubai Courts (by any means adopted in the Free Zone with the Courts including the Virtual Reality Smart Court) if it is requested by one of the parties.

11.11. **Absconding Employee**

An Employee unexplainably absent for a period more than seven continuous calendar days shall be deemed to be an absconding Employee. In such event:

- (a) the Customer shall within seven days of an Employee being deemed to be absconding notify Jafza in writing of the same; and
- (b) Jafza shall upon receiving notification inform the General Directorate of Residency and Foreign Affairs and may also advertise the absence of the absconding Employee in the local press. The cost of such advertisements plus related costs will be chargeable to the Customer as per the Tariff.

11.12. **Compensation for Industrial Accidents**

11.12.1 An Employee who is the victim of an Industrial Accident will be eligible for financial compensation in accordance with the prevailing laws.

11.12.2 A Customer shall be responsible for payment for medical treatment, including hospitalisation costs required by an Employee involved in an Industrial Accident.

11.12.3 Where an injury prevents an Employee from carrying on work, the Customer shall pay such Employee a cash allowance equal to the full pay throughout the period of treatment or for a period of six months, whichever is shorter. Where the treatment lasts for more than six months, the allowance shall be reduced by one-half for a further period of six months or until the Employee fully recovers, is declared disabled, or dies.

11.12.4 An Employee shall not be entitled to compensation (be it medical treatment or payment of basic salary) in accordance with these Free Zone Rules if enquiries by the competent authority establish that the Employee caused the accident through:

- (a) willful neglect;
- (b) intentional violation of environment, health and/or safety regulations;
- (c) being under the influence of illicit drugs or alcohol;
- (d) deliberate misconduct;
- (e) self harm; or
- (f) unreasonably refusing medical treatment/check-up as prescribed by a medical board set up to assess the ability to return to work/disability.

11.12.5 In case of death resulting from an Industrial Accident, compensation will be payable by the Customer to the Employee's next-of-kin together with any other monies due. Relevant penalties by EHS may also apply.

11.12.6 If an Employee is wholly, or partially disabled, compensation will be payable by the Customer in accordance with prevailing laws in this regard and the Federal Labour Law No. 8 of 1980, regarding the organisation of labour relations, as amended, which provides further details and classifications in this regard. Classification of the degree of disability shall be made by a competent medical authority appointed by Jafza, or the Dubai Health Authority.

11.12.7 Adjudication in disputes between a Customer and Employee in connection with these Free Zone Rules shall be by Jafza.

12. INSPECTION OF CUSTOMER'S PREMISES

12.1. General

12.1.1 Jafza may at any time inspect or enter into the Premises of Customers without prior notice. However, consideration may be given, as appropriate and according to urgency, to any resulting disruption of the Customer's ongoing operations. Jafza's inspection or entering the Premises may be for any reason including but not limited to:

- (a) ensure compliance with these Free Zone Rules and other regulations and requirements of Jafza. Inspect any work to which, in the opinion of Jafza, the provisions of Free Zone Rules apply;
- (b) examine any process causing the discharge of any noxious or offensive substance;
- (c) apply tests, take samples, conduct experiments and generally make enquiries as deemed necessary or proper for confirming compliance with EHS/Free Zone Rules;
- (d) confirm that employment rules are being complied with; and
- (e) confirm that activities comply with the Lease and Licence terms and conditions.

12.1.2 A Customer should note that inspections shall only be carried out by local and federal authorities, Jafza or any other authorities specifically authorised to inspect by Jafza. Inspection by any other person or organisation is strictly prohibited, unless prior approval of Jafza is obtained. A Customer being approached by any other party for inspection or information should notify Jafza immediately.

12.1.3 A Customer, or the agent, shall render to the authorised representatives of Jafza, necessary facilities for entry, inspection, examination and testing in pursuit of the representative's duties under these Free Zone Rules.

12.1.4 A Customer shall not in any way restrict or hinder the entrance or inspection by a State, local or federal authority, by Jafza or by any other representative specifically authorised to inspect by Jafza, failing which the Customer shall be liable to a fine.

12.2. Types of Free Zone inspection

Jafza may directly or through an authorized person or body carry out inspection and such inspection may include but is not limited to the following objectives:

- (a) determining cleanliness and maintenance of facilities;
- (b) ensuring compliance with safety measures;
- (c) enforcing restriction on cooking in accommodations or inside any Premises not intended for that purpose, such as working stations of offices, warehouses or showrooms, etc;
- (d) preventing illegal stay of Employee or extra person in accommodation;
- (e) ensuring appropriate dumping and waste disposal;
- (f) ensuring issuance of CEC Cards;
- (g) ensuring appropriate Lease /sub-Lease of Premises;
- (h) ensuring compliance with the requirements of applicable laws and international treaties the UAE is part of, such as the standard requirements of Anti-Money Laundering and Combating the Financing of Terrorism as per the FATF group directions;
- (i) enforcing restriction on illegal parking;
- (j) enforcing restriction on spitting; and
- (k) enforcing restriction on trading in fake and illegal goods.

- (l) Enforcing restriction on illegal open storage.

12.3. Areas of Free Zone inspection

All Environment, Health and Safety and Fire Department requirements shall be complied with during the construction stage of a project with adequate EHS safeguards and fire detection measures. All measures shall be taken by the Customers to conduct their operations in an environmentally clean, safe manner to avoid nuisance to other Customers and prevent EHS impacts. Jafza may directly or through an authorized person or body carry out inspection in any area of the Free Zone. The rules governing the same are as included in (but not limited to) the following:

- (a) Building and General Civil Work construction regulations;
- (b) Environmental Control rules and requirements.
- (c) Environmental guidelines;
- (d) Health & Safety regulation and standards;
- (e) Food Establishment guidelines;
- (f) Jafza Rules, policies and resolutions issued with obligations on the part of a Customer.
- (g) Premises of the Customer;
- (h) warehouses/LIUs/Plots/Ready Built;
- (i) food court, shops and restaurants;
- (j) on site Accommodation;
- (k) roads; and
- (l) general landscape.

12.4. Operations/materials/equipments inspection

The material and equipment of a Customer shall be used, maintained and stored in a responsible and safe manner considering safety of Employees, Premises and other personnel in Jafza as well as visual appeal and aesthetics. A Customer shall be particularly mindful of stored materials or waste materials being in common or public areas or behind warehouse Premises, in corridors between offices and other Premises, in open areas or unused land. To ensure compliance, Premises will be thoroughly checked by inspectors in different categories as mentioned below, and a breach by the Customer may result in a warning, financial penalty, termination of License or any other penalty determined by Jafza. Such breaches specifically include but are not limited to the following:

- (a) minor waste or any kind of goods kept outside/inside the restaurants/shops for more than a day;
- (b) bulk waste at a Customer's Premises;
- (c) waste of pallets, waste, wood cuttings, plastics, boxes, or any kind of goods;
- (d) unrepaired damages to walls by the vehicles or containers during loading/off-loading , or any damages to a warehouse, interior or exterior of a Premises;
- (e) discovery of merchandise by an inspector not mentioned on the Licence or evidence of activities other than those appearing on the Licence without the approval of Jafza;
- (f) a person found working at Customer's Premises who is not meant to be working on the Customer's Premises, whether due to being sponsored for another Customer, not being sponsored, or for any other reason (illegal employment);
- (g) sub-Lease of the Premises to third parties without prior approval from Jafza; and
- (h) A Customer barring Jafza's inspectors from entering the Premises or hindering their tasks.

12.5. Accommodation inspection

- 12.5.1 A Customer housing more than the permissible number of persons advised for each class of room, in the accommodation complex for Employees or such other persons as permitted by Jafza in the Free Zone (“**Accommodation**”), shall be fined per additional person per day till the breach persists. Jafza shall have the right to terminate the License in case of the violation is repeated.
- 12.5.2 A Customer shall accommodate only Employees or such other persons as permitted by Jafza in the Accommodation complex of the Free Zone. No other person is entitled to stay in the Accommodation. Employees of an affiliated company(ies) / parent company / sister company(ies) of the Customer are not entitled to stay in the Accommodation without the prior permit from Jafza. Jafza may impose a penalty on the person at whose Accommodation such unauthorised person is found. In case of violation a fine (per person) of AED 10,000 to be imposed. Fine to be doubled if the violation is repeated.
- 12.5.3 Accommodation sub-leased to a third party without Jafza’s permission will result in fines on the Customer and eviction of the occupant. In case of violation a fine (per room) of AED 10,000 to be imposed.
- 12.5.4 Jafza shall carry out regular inspections to ensure that no food is cooked in the Accommodation, offices, warehouses, showrooms; Jafza may impose a fine where such activity is found.
- 12.5.5 Pan spitting or throwing waste in the corridors of the Accommodation is prohibited and shall be subject to a fine.
- 12.5.6 If an occupant of an Accommodation is found to be in violation of these Free Zone Rules with respect to the use of the Accommodation, such as storing goods, storing alcohol or conducting unauthorised activities, such occupant will be subject to fine on each occasion and may suffer potential legal action.

12.6. Office building inspection

Jafza may inspect the offices and the office building of the Customer to ensure compliance with the following restrictions:

- 12.6.1 a Customer carrying out activities other than those appearing on its Licence without the approval of Jafza;
- 12.6.2 a Customer barring a Jafza’s inspector from entering the Customer’s office or the office building, or hindering the inspector’s tasks;
- 12.6.3 smoking in corridors in office building;
- 12.6.4 pan spitting in corridors in office building is prohibited;
- 12.6.5 offices that are Leased for rent to Customers and are used for a purpose other than an office (meaning used as a store room, for other miscellaneous purposes, or illegal use); and
- 12.6.6 unauthorised persons found working in a Customer’s Premises (illegal employment).

12.7. Certain restrictions

Certain non-exhaustive restrictions on Customers are listed below:

- 12.7.1 unauthorised (illegal) parking of heavy vehicles and/or leaving remnants/stocks or other similar objects in the Free Zone or at a Customer’s Premises is strictly prohibited. Violators found parking on such areas will be penalized on each occasion. Repeat violators may find their Premises locked by the security. If the lock is damaged then further penalty may be imposed on the violator;
- 12.7.2 unauthorized (illegal) parking of third parties’ heavy vehicles / trucks in Jafza’s premises and damaging Jafza’s assets. In such incident, the penalty will vary from a warning, a fine of AED 5000 as well as revoking access for 3 months and finally a fine with permanent revocation of the access, plus the repair cost of the damaged assets, if any on all occasions.
- 12.7.3 selling of banned substances is prohibited. Those found selling banned substances will be penalized and the stock of the same will be taken away;

- 12.7.4 selling of pirated media, such as compact discs, videos, and data is prohibited. Those found selling pirated media will be penalized and the stock of the same will be confiscated;
- 12.7.5 food court or other such facilities not complying with the drawings produced will be fined;
- 12.7.6 containers/trailers/goods parked, without loading or offloading the goods, by a Customer's Premises shall be subject to a fine. If the same is repeated an additional fine per day will be issued; and
- 12.7.7 if a Customer is found trading in fake goods, it shall be subject to a fine and the Customer's Licence may be terminated or suspended.

13. PRODUCTS

13.1. General

13.1.1 Consignment of goods may be split between two Customers, provided that such splitting does not lead to:

- (a) any loss in the customs revenue;
- (b) reduction in the value of goods; or
- (c) reduction in the proportion of fees in case of classifying the contents of each consignment.

13.1.2 Manufacturing, trading or marketing of contraband items is strictly forbidden. The following goods are forbidden from entry into the Free Zone:

- (a) flammable goods except for fuels necessary for operations as permitted by the concerned authority in supervision over the Free Zone markets, subject to the conditions specified by the competent authorities;
- (b) radioactive materials;
- (c) arms, ammunition and explosives, unless authorised by the competent authorities;
- (d) goods infringing the laws of protecting commercial and industrial property;
- (e) illicit drugs or similar substances;
- (f) goods originating in a country boycotted economically by United Arab Emirates; and
- (g) goods prohibited from entering the Free Zone and/or the United Arab Emirates.

13.1.3 A Customer exporting either manufactured or labeled products from the Free Zone to the United States is required to mark as "Made in JEBEL ALI FREE ZONE, Dubai".

13.2. Marketing products in the United Arab Emirates

13.2.1 A Customer may carry out business in the mainland subject to the Laws and regulations applicable in the emirate of Dubai.

13.2.2 A Customer also may advertise goods or services in the mainland.

13.2.3 A Customer may participate in trade exhibitions and sell its goods and/or services at such exhibitions in the same way as any other foreign company may, by getting approval from the relevant authority in the United Arab Emirates.

13.3. Customs

13.3.1 A Customer engaging in trading activities, by import of goods into the Free Zone or export of goods from the Free Zone, is required to have a code from the Department of Customs and Ports (the "**Customs**"). A Customer's representative shall obtain a 'Representative Card' from the Customs in order to represent the Customer before the Customs.

13.3.2 A Customer shall abide by rules, regulations and practices of the Customs, as may be amended.

13.3.3 The postal address and phone number of the Free Zone customs is:

P.O. Box 17017
Dubai, United Arab Emirates
Tel: 9714-8055232/233
Fax: 9714-8811314

14. VIOLATIONS OF FREE ZONE RULES

14.1. General

14.1.1 Ignorance of the Free Zone Rules shall not be a defence for lack of compliance thereof.

14.1.2 A Customer in violation of the Free Zone Rules shall be in breach. If such breach is not remedied to the satisfaction of Jafza, Jafza may render the Customer liable to sanctions as given in this Rule 14, or such other sanctions Jafza may consider necessary. The sanctions prescribed for violation of these Free Zone Rules are the minimum sanctions. Jafza reserves the right to impose additional sanctions that it may deem fit, and reserves its right to refer any violation to the Court of law.

14.1.3 Jafza reserves the right to ban the entry or exit of the staff and/or goods of Customers who fail to remedy violations of Free Zone Rules.

14.1.4 The intention to impose a ban will be notified to the Customer in writing and a period to remedy the breach may be allowed. Once imposed, the ban will not be lifted until the violation has been rectified.

14.1.5 In the event of failing to remedy the violation, following any additional warnings, the Free Zone reserves the right to re-possess the Premises, or take any action it deems necessary.

14.1.6 Jafza reserves the right to disconnect electricity supply to the Premises in the event that any accounts payable to Jafza or to Dubai Electricity and Water Authority are not paid within the prescribed period. A re-connection charge will be payable before the supply is restored.

14.2. Activity violation

14.2.1 A Customer carrying out activities other than those appearing on its Licence without the approval of Jafza shall be subject to a fine of AED 5,000 on the first occasion. If the violation is repeated, the fine will be at AED 20,000 per occasion.

14.2.2 Jafza reserves the right to take stringent measures, including termination of License, financial penalty and closure of the operations of a Customer, if the unauthorised activities are of a serious nature such as:

- (a) violating Free Zone Rules and regulations; and
- (b) violating municipal, governmental or federal law, or criminal law, including the copyright law, the trademark law, the trade agency law, patent law and the intellectual property right law, etc.

14.3. Employment violation

14.3.1 A Customer found to be illegally utilising the services of an Employee of another Customer shall be fined AED 10,000 per Employee if sponsored by Jafza but under different company and AED 10,000 as well if not sponsored by Jafza. The Employee and the Customer involved shall be warned. This restriction / fine includes utilizing the services of an employee of an affiliated company(ies) / parent company / sister company(ies) of the Customer without prior permit from Jafza.

14.3.2 Should a Customer repeat this violation, then a fine of AED 20,000 per employee if the same is sponsored by Jafza but under different company and AED 20,000 as well if not sponsored by Jafza per occurrence shall be jointly or severally imposed and the operations of the Customer shall be suspended for a period up to one month.

14.3.3 Failure of the Customer to transfer the Employee's salary through WPS by the 15th of the month will result in automatic withdrawal of operations and personnel services. In addition, fines will be imposed

on the Customer in the sum of AED 2,500 per month. Jafza shall not make exceptions to this rule and shall have the right to take further action in this respect.

14.3.4 An absconding Employee, as defined in Rule 11.11, shall be required to pay a fine of AED 1,500.

14.3.5 A Customer who fails to notify Jafza about an absconding Employee within seven days will face a fine of AED 5,000 per occasion.

14.3.6 A Customer who fails to cancel or transfer an Employee's residence permit within thirty days of the Employee's final day of employment will be subject to a fine determined by Jafza.

14.4. **Construction violation**

Contravention of Trakhees building regulations and design guidelines, or any construction, undertaken which is not included in the Building Permit for a project, or where after construction a Completion Certificate is not obtained, shall render the Customer liable to financial penalties and non-financial sanctions as set forth in the current regulations and schedule of Tariffs and penalties or fines.

14.5. **Operation fitness violation**

It shall be an offence if the Customer operates without a valid Fitness Inspection and Fitness Certificate. A Customer will be liable to appropriate financial penalty on per day basis so long as the offence continues. Jafza reserves the right to disconnect electricity and water supply in such cases and impose other measures as appropriate, described in this section. Instances of such violations include, but are not limited to the following (applicable EHS penalty code shall be referred for the following violations):

- (a) commencement of operations of a new Customer from a warehouse/factory unit without a Fitness Certificate;
- (b) commencement of operations of a new Customer from an undeveloped/semi-developed (during construction)/developed Plot, without a Fitness Certificate;
- (c) commencement of operations of an existing Customer from the new/expanded/ modified facility, without amendment of its existing Fitness Certificate;
- (d) commencement of operations of additional/amended activities of an existing Customer, without amendment of its existing Fitness Certificate;
- (e) commencement of operations from additionally installed machinery/ equipment of an existing Customer, without amendment of its Fitness Certificate;
- (f) a Customer operating without a valid renewed Fitness Certificate; and
- (g) a Customer who has sub-Leased Premises or obtained an additional Licence, operating without a valid Fitness Certificate.

Note: In case of serious EHS violations, the existing Fitness Certificates from a Customer who is in such violation shall be revoked until such time the violation is addressed to the satisfaction of the EHS.

14.6. **Accident reporting**

In the event of failing to immediately report an accident, including a minor one, to PCFC emergency control room on telephone 8833111, EHS-Trakhees shall levy a fine as per EHS penalty code.

14.7. **Accommodation**

14.7.1 A Customer who houses more than the permissible number of persons prescribed for each class of room, in the Accommodation, shall be fined AED 5,000 (same tenants, sponsored by Jafza) and AED 10,000 (same tenant, not sponsored by Jafza) per additional person. The fine will be at AED 20,000 if any of the two violations is repeated.

14.7.2 In the event that a Customer fails to rectify the breach in Rule 14.7.1 within seven days, Jafza may take such action as necessary, including termination of License.

14.7.3 A Customer failing to maintain the standards of external Accommodation (as defined by EHS), shall be issued with a warning letter giving 45 days to remedy the situation. A fine of AED 500 per day shall

be applied after expiry of the time allowed until the Customer rectifies the situation and obtains approval from EHS.

14.7.4 If the condition of the Accommodation is extremely poor and poses an immediate danger to the health of the occupants, Jafza reserves the right to impose other non-financial sanctions, including repatriation of some or all the staff occupying the Accommodation.

14.7.5 Jafza shall carry out regular inspections to ensure that no food is cooked in rooms in the Accommodation (other than senior rooms). A violator of this rule shall be warned through the Customer on the first occasion and subject to a fine of AED 5,000. In the event that this violation is repeated, Jafza shall impose a fine on the Customer and the violator of AED 10,000. On further violation Jafza may take such action as necessary, including termination of License.

14.8. Environment, Health and Safety

14.8.1 A Customer shall comply with EHS regulations. EHS or Jafza may take necessary action in the event of non-compliance including the actions in the scenarios below:

(a) Immediate danger to environment, health and safety:

In such situations, EHS will issue a "**Prohibition Notice**", which requires an immediate cessation of operations until such time as the required remedial action has been implemented to the satisfaction of EHS.

(b) Potential danger to health and safety and environment:

For such situations EHS will issue a "**Correction Notice**", specifying the necessary corrective action and the required completion date. This will however be discussed with the concerned Customer and EHS will approve the completion date. EHS will then monitor implementation to ensure a positive response.

(c) Minor violations:

For these situations EHS will notify the Customer of the violation. However, if there is a persistent failure to remedy these, then EHS will issue a "**Warning Notice**", defining the necessary corrective action and appropriate completion date.

14.8.2 Failure to comply with a Prohibition Notice, Correction Notice or Warning Notice may result in a penalty and fine. Where the Customer does not act in accordance with the Prohibition Notice, Correction Notice or Warning Notice, it may face further penalties and fines.

14.8.3 Unauthorised dumping within the Free Zone is an offence and Jafza may impose appropriate financial penalties and non-financial sanctions on the offenders as per the current EHS regulations and schedule of Tariffs and penalties or fines. In all cases the dumped material must be cleared, either by the offending Customer or by Jafza who will charge the Customer accordingly.

14.8.4 Jafza/EHS-Trakhees may impose a maximum financial penalty and non-financial sanctions as per the current EHS regulations and schedule of Tariffs and penalties or fines for serious violations of EHS requirements.

Some examples of serious violations are:

- (a) negligence leading to death or serious injury;
- (b) discharge of untreated, industrial waste or hazardous materials without EHS approvals;
- (c) mishandling, abandonment or unsafe storage of dangerous goods or materials;
- (d) construction site violations with EHS potential risk; and
- (e) operating equipment or machinery, or conducting activity without EHS approvals.

Jafza may investigate the circumstances leading to a violation and the Customer shall cooperate with Jafza for such investigation.

14.8.5 If the Customer abandons goods on the Premises or in the Free Zone then in addition to financial penalties Jafza may take such measures as necessary to remove the abandoned goods, including disposing or auctioning the abandoned goods. The Customer shall lose claim of ownership over the goods once they are abandoned.

14.8.6 Unauthorised use of containers or portacabins on a Customer's Premises will result in a fine of AED 1,000/- per day following the grace period to remove the same.

14.8.7 A Customer barring Jafza's inspectors from entering the Premises or hindering their tasks in any way is, in addition to any penalty or action, liable for a fine of AED 5,000/- on the first occasion. The fine will be AED 10,000/- on any subsequent occasion.

14.9. **Unauthorised entry**

In the event of an individual entering the Free Zone without the appropriate authorisation (pass, company employment card, etc), and where such entry is as a result of a Customer aiding and abetting such an entry, then the Customer shall be warned in the first instance and the individual will be handed over to Dubai Police. Subsequent violations shall result in a fine of AED 1,000/- per unauthorised person entry and Jafza shall take action as deemed necessary.

14.10. **Customer violations**

In the case of a default by a Customer or its shareholder under the Free Zone Rules and other relevant rules and regulations, including implementing regulations and any relevant policies and resolutions issued by Jafza, or in case of breach of terms and conditions of the Customer's Licence, Jafza may impose a fine up to AED 10,000/- per day during the period of such non-compliance, in addition to any other action that Jafza may deem appropriate.

15. HEALTH, SAFETY, ENVIRONMENT AND FIRE**15.1. General**

15.1.1 Paved ground in front and behind warehouses and corridors, between offices of buildings and open areas, and between Premises, are not to be used for placement or storage of equipment, waste, or other items.

15.1.2 Cooking is not permitted in the Premises.

15.1.3 A Customer shall ensure that its Employees directly involved in processing, manufacturing, or packaging edible or health products (e.g., pharmaceutical, cosmetics, etc.), have a valid 'Occupational Health Card', issued by the Dubai Municipality and/or EHS, which they must keep readily available for inspection on request by Jafza or EHS.

15.2. Reporting of accidents or serious illnesses

15.2.1 In addition to contacting the relevant public emergency service, in the event of an Employee suffering contagious/serious illness or emergency medical condition or an accident/incident/fire, it shall be the Customer's responsibility to immediately report the same to the PCFC emergency control room/EHS emergency control centre as well, at Tel: 8833111. The emergency control room shall then notify the relevant emergency services.

15.2.2 Within one day of an accident, a Customer must present a written report to the EHS and in accordance with the EHS procedures, provide the Employee's name, identity number, job title, address and nationality. The report must also include a brief account of the circumstances of the accident and a note of medical aid provided.

15.2.3 A Customer shall maintain records of notable accidents which an Employee suffers.

15.2.4 In the event of an Employee suffering from food poisoning or an infectious disease, the Customer shall be required to promptly notify the same to EHS. A Customer is required to fully co-operate with Jafza and EHS-Trakhees in the event of such incidents.

15.3. Collection of domestic waste

Jafza will be responsible for the provision of domestic waste management services (including but not limited to the collection and disposal of domestic waste generated at the premises of Customers) – directly or through any of its affiliates or an outsourced service provider - to all Customers and companies in the Free Zone. For this purpose, where required, skips and pick-up services will be provided to Customers occupying land sites, factory units and occupants of sheds. Charges for provision and collection of skips and pick-up services will be as announced from time to time.

15.4. Domestic sewage

15.4.1 No new soak ways are permitted and where no sewage system is available, suitably sized septic/holding tanks shall be constructed by the Customer for regular disposal.

15.4.2 Buildings, including Ready Built Premises, will be connected to the sewage system wherever it is operational in the Free Zone.

15.4.3 Annual charges for this connection (excluding office buildings), will be as per the Tariff. The Tariff will also be applicable to LIUs connected to septic tanks.

15.5. Industrial waste

15.5.1 Liquid industrial waste shall be treated by the Customer generating the waste, to the required applicable standard for each receiving medium (e.g., land, sea, municipality sewer). However, as a

policy, the Customer shall explore all possibilities to recycle/re-use and recover waste to the satisfaction of Jafza/EHS, prior to an approval for disposal of the same. For further information on these standards, the Customer should liaise with EHS.

- 15.5.2 A Customer generating liquid industrial waste for discharge into industrial drainage lines (where applicable) laid by Jafza, will be required to provide a holding tank of a suitable size to be agreed by Jafza/EHS. The condition of effluents from such tanks will be subject to checks and monitoring programs as determined by Jafza/EHS-Trakhees.
- 15.5.3 For connection of the Customer's treated industrial wastewater drainage line to the Free Zone's main industrial drainage lines i.e. harbor discharge line (for subsequent disposal of treated industrial waste effluent), the following conditions must also be satisfied:
- (a) certain control and metering/recording devices must be provided to the satisfaction of Jafza and EHS on the Customer's industrial drainage line and must be made accessible to the EHS staff whenever required. Upon compliance with the above and satisfactory inspection to verify the same, EHS may issue harbour discharge permit to the respective Customer;
 - (b) in the case of failure to achieve the EHS standard, the discharge into the Free Zone's main industrial drainage system will be stopped immediately and the Customer shall be responsible for any consequences; and
 - (c) charges will be levied in line with the Tariff prior to issuance of harbour discharge permit.
- 15.5.4 Industrial solid waste, which is considered by Dubai Municipality as non-hazardous waste, can be disposed in accordance with these Free Zone Rules. However, such industrial wastes shall be collected, stored, and/or disposed separately as per Dubai Municipality requirements.
- 15.5.5 Industrial solid or liquid waste, which is considered to be hazardous by Jafza and by Dubai Municipality, should be dealt with as laid down in Rule 15.5.6 below.
- 15.5.6 Disposal of heavy industrial solid waste shall be the responsibility of companies generating such waste. However, the requirement for disposal of such waste should be intimated to Jafza/EHS-Trakhees at the project planning/application stage itself for initial approval from Dubai Municipality.

15.6. Disposal of hazardous waste

- 15.6.1 Dubai Municipality is the controller of waste disposal sites in the Emirate of Dubai and it has its own local order and technical guidelines. A Customer shall be aware of such orders, guidelines and rules in order to fulfill such requirements. The orders, guidelines and rules can be obtained from Dubai Municipality or EHS-Trakhees.
- 15.6.2 Hazardous waste must be separated at site and source from ordinary or general waste and should be disposed at Dubai Municipality's hazardous disposal site in accordance with the following procedures:
- (a) the Dubai Municipality application for hazardous waste form should be completed by the waste generator (the Customer) online at the Dubai Municipality website;
 - (b) the Customer shall submit the copy of completed form to EHS-Trakhees for initial approval and pay the applicable Tariff;
 - (c) upon approval, Dubai Municipality will notify the Customer the disposal instructions. There will be charges applied by Dubai Municipality for the disposal of such waste. The charges can be obtained from Dubai Municipality;
 - (d) upon completion of inspection by an EHS inspector at the respective Customer's Premises, EHS shall issue inspection report with approval to the Customer for Dubai Municipality's reference and/or final approval. Any discrepancies observed during EHS' inspection visit to the Customer's Premises in terms of quantity and quality of the hazardous waste materials proposed for disposal, EHS reserves the right to reject such application and to take appropriate action without any reference; and
 - (e) copy of the approval of EHS and Dubai Municipality is essential to permit the waste to leave the Free Zone for disposal through Dubai Municipality.

15.7. Use of containers

During operations, use of containers is generally not permitted on a Customer's Premises under the following categories:

(a) Containers/portacabin for material storage:

Use of containers for any kind of storage is not permitted; this includes containers used for material storage within the warehouse, light industrial unit, showroom as well as outdoors. However, EHS will review the above restrictions for containers or portacabins used for operational purpose.

(b) Containers or portacabin for general purpose:

The containers or portacabins are not permitted to be used as for general purpose such as (mess hall, accommodation block for staff or any other purpose) that may endanger health and safety of workers, create potential fire and environment hazard and affect aesthetic look of Free Zone. However, in order to use the portacabin as site office, Jafza/EHS will review the above restrictions for containers or portacabins used for operational purpose.

(c) Use of Premises as containers or portacabin storage yard:

A Customer shall not be permitted to utilize its Premises as a yard for empty container or portacabins storage. Growth of business, cancelled contracts, etc. cannot be considered as an excuse for such storage.

In exceptional cases the above three scenarios can be permitted where a Customer has a business requirement, which must be submitted for review and approval from Jafza. If approved, a refundable deposit, as per relevant EHS procedure, shall be payable for each container or portacabin and a time frame for use of container or portacabin will be agreed, which shall be no greater than four months. Without such approval and the appropriate permit, security will not allow entry of the container or portacabin into the Free Zone. Unapproved usage or exceeding the time frame will be subject to fines and penalties.

15.8. Public health levy

Jafza attaches great importance to matters concerning public health, safety and environment and expects the Customer to attach the same degree of importance to such matters. A Customer, other than a Customer with a Lease of an office space and workstation, shall be required to pay the levy given in the Tariff. The levy covers the cost of pest control services and garbage collection services. The levy does not cover the cost of fumigation and termite control services.

15.9. Fire protection, fire prevention and fire/emergency control

15.9.1 A Customer shall cooperate and comply with fire protection, fire prevention and fire/emergency control preventive and fire control measures taken by Jafza in accordance with the current regulations and practices as stipulated through Trakhees/EHS Division.

15.9.2 A Customer who has Leased a Ready Built Premises which have been modified or a Plot whereupon the Customer has constructed, must ensure that effective fire protection systems, complying with local regulations, are installed and that a dedicated telephone connection is made to the 'Fire Station Emergency Control Centre (ECC)'. False fire alarms or calls at the ECC must be avoided.

15.9.3 Trakhees fire department or any other competent authority is authorised to take full control of a fire-fighting situation. Where there is reasonable justification, fire fighting personnel are authorised to make a forced entry into a Premises. Such reasonable justification includes but is not limited to where fire fighting personnel have reasonable suspicion of a fire and the Premises is unmanned, unguarded, closed or locked, or where failure to do so could result in significant loss. Trakhees and Jafza shall not be liable for loss that may be caused to the Premises of the Customer due to fire.

16. TRAFFIC AFFAIRS

16.1. General

16.1.1 The roads in the Free Zone are treated as public roads. A driver or operator of a vehicle or equipment must be in possession of a valid licence issued by the Roads and Transport Authority ('RTA') and any other competent authority, and suitable for the class of vehicle or equipment being driven or operated.

Vehicles shall only be parked in designated public parking or in the Leased area; violators may incur fines.

16.1.2 Vehicles and mobile equipment such as forklift trucks, including those whose operations are confined to the Customer's Premises, need to be properly licenced by the RTA before they are put into use. Operators and drivers of such vehicles and equipment must be in possession of a valid driving licence issued by RTA suitable for the class of vehicles being driven.

16.2. **Vehicles owned by Customers**

16.2.1 A Customer is not permitted to purchase a commercial vehicle (i.e., pick-ups, trucks, forklift etc) unless prior approval is obtained from Jafza.

16.2.2 A Customer is permitted to register one ton (maximum) pick-up trucks, for the purpose of transporting the Customer's staff in and out of the Free Zone and for conveying goods from the local market into the Free Zone. However, such vehicles must not be used to deliver goods to customers in mainland United Arab Emirates.

16.2.3 A Customer required to register a pick-up of greater than one ton capacity must appoint an agent to do so on its behalf and the pick-up must then be registered in the agent's name.

16.3. **Cars for Employees**

16.3.1 Sponsored Employees can register private cars, but require a "No objection" from Jafza.

16.3.2 Jafza shall issue the necessary "No objection" addressed to RTA for the Employees for the test and in order to obtain the driving licences.

17. **STAFF ACCOMMODATION**

17.1. **General**

17.1.1 Accommodation is available in the Accommodation complexes in the Free Zone.

17.1.2 A Customer is not permitted to either share or transfer the Accommodation to another Customer without prior approval by Jafza.

17.1.3 A Customer who has leased Accommodation is required to comply with terms and conditions of the tenancy contract, Free Zone Rules and regulations. Non compliance will result in the tenancy contract being terminated.

17.1.4 Where a Customer requires its Employee to be transferred from one Accommodation to another it shall submit a letter to such effect to Jafza.

17.2. **Occupancy of rooms**

The maximum number of individuals to be accommodated in the various types of rooms available shall be as published by Jafza.

17.3. **Cooking in rooms**

Cooking in the rooms of the Accommodation (other than the senior blocks/executive rooms, where kitchens are provided), is prohibited on the grounds of health and safety.

17.4. **Accommodation outside the Free Zone**

17.4.1 A Customer wishing to accommodate its Employees in accommodation complexes or houses outside the Free Zone should inform Jafza in writing. In addition, the following information should be submitted to Jafza:

- (a) detailed address and location of the premises which is to be used for accommodation;
- (b) a layout plan of the premises showing the number of rooms with sizes in square meters, the number of ablution facilities with sizes, the size of corridors and the size of open yards;

- (c) general condition of the building with details of major structural damages;
- (d) the condition of sanitation and hygiene in the building;
- (e) the number of people who will be occupying each room;
- (f) arrangement for eating or gathering;
- (g) details of amendments or renovations the Customer wishes to incorporate into the building; and
- (h) copy of the tenancy contract.

17.4.2 The criteria for the minimum standard for accommodation can be obtained from EHS.

17.4.3 Jafza shall carry out regular inspections in order to ensure that these standards are maintained.

18. SECURITY

- 18.1 DWS/PCFC is tasked with providing security in the Free Zone and for authorising movement of vehicles and personnel into and out of the Free Zone. In the event of fire, theft, or other violations of security coming to the notice of a Customer, the Customer shall notify DWS/PCFC. Where required DWS/PCFC may notify or involve the Dubai Police.
- 18.2 Vehicles and personnel moving in and out of the Free Zone are required to have the appropriate pass or permit.
- 18.2 For security reasons, a Customer must inform DWS/PCFC about any shift working arrangements.
- 18.4 Vehicles entering and leaving the Free Zone, shall be subject to search/security check, at the various entry/exit gates.
- 18.5 A Customer who has either modified the Ready Built Premises or has constructed a building on the Plot shall be required to lodge a second key for the Premises with DWS/PCFC to ensure ready access in the event of fire or other serious incident. Such second key shall also be deposited in the event of locks are changed.
- 18.6 A Customer is required to provide written details of a contact person to DWS/PCFC in order to facilitate fast responses in the event of fire, burglary or other incident.
- 18.7 For a serious traffic violation occurring within the Free Zone, DWS/PCFC shall notify the Dubai Police for them to take appropriate action.
- 18.8 Firearms will not be allowed in the Free Zone. Any violation will be notified to the appropriate authority.
- 18.9 Photography or video recording within Jafza is strictly prohibited. A Customer who may require to carryout photography or a filming session must approach Jafza customer relations and DWS/PCFC for authorisation.
- 18.10 Traffic accidents, incidents or violations shall be reported to DWS/PCFC control room. DWS/PCFC telephone number is: 048832200.

19 TERMINATION OF LEASE AND LICENCE

In the event of the termination, discontinuance or invalidity of the Lease or Licence, a Customer shall by or before the date of such termination:

- 19.1 settle all outstanding operational issues, including financial, in liaison with Jafza;
- 19.2 cancel the sponsorship of or transfer the Sponsored Employees. Similarly, the records of passes for the non-sponsored Employees such as 'Permanent Access Card' and 'CEC Card' must be surrendered for cancellation;
- 19.3 ensure the Premises are fully vacated, i.e., furnishings and equipment are removed and the Premises are restored to their original condition; and
- 19.4 dispose waste material or contaminated soil in accordance with Free Zone regulations, for which approval from EHS should be obtained.

Sultan Ahmed Bin Sulayem

Chairman of Ports, Customs & Free Zone Corporation

Issued in Dubai on: 26/01/2020

SECTION D	Tariff
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20 **JAFZA/JEBEL ALI FREE ZONE TARIFF**

Registration Service Fees

Type of Services	Fees/AED
Registration for FZE	5,000
Registration for FZCO	5,000
Registration For Branch	5,000
Registration for Public Listed Company (PLC)	20,000
Re-domicile Certificate "for Transfer of a company to the Free Zone"	10,000
Filing of application for certificate of incorporation Free Zone Company	5,000
Filing of application for certificate of incorporation Free Zone Establishment	5,000
Share Certificate	200
Memorandum and Articles Of Association	200
Good standing certificate	3,000
Registration Letters FZE & FZCO	200
Tax Exemption Letter	0
Appointments of Director	300
Removal of Director	300
Change Manager	500
Appointments of Secretary	300
Removal of Secretary	300
Specimen Signature	50
Change of Company's /Establishment's Name	200
Advertisements	1,500
Change Name Plate Change	500

Type of Services	Fees/AED
Amendment of Memorandum and Articles Of Association	200
New Share Pledge (Security of interest)	600
Amendment of Share Pledge – Security of Interest	600
Release of Share Pledge – Security of Interest	200
Mortgage Certificate	200
New Commercial Business Mortgage	500
Amendment to Commercial Mortgage	500
Release of Commercial Mortgage	200
New Assignment of lease	500
Release Assignment of lease	500
New Building Mortgage	200 + of mortgage
Amendment to Building Mortgage	0.12% of the total value of mortgage
Release of Building Mortgage	500
Increase in Share Capital for FZCO	2000 For each share and maximum of AED 50,000
Increase in Share Capital for FZE	20,000 For each share and maximum of AED 50,000
Decreases in Share Capital	200
Transfer of Shares For FZE	20,000 For each share and maximum of AED 50,000
Transfer of Shares For FZCO	2000 For each share and maximum of AED 50,000
De-registration	5,000
Document Attestation	200
Transfer of Foreign offshore to JAFZA Offshore (Re-Domiciliation)	1,000

Type of Services	Fees/AED
Company Freeze	3,000
Reactivate License Status after a year	1,000
Plot Takeover (Transfer)	4% of the total of Building value
Transfer of Foreign Company to JAFZA (Re-Domiciliation)	10,000

Licence and Lease Services Fees

Type of Services	Fees/AED
Trading License - New or Renewal or Amendment (One Group – up to 7 activities)	5,000
Trading License - New or Renewal or Amendment (Two Group – up to 12 activities)	8,500
Industrial License - New or Renewal or Amendment (One Group –up to 7 activities)	5,000
Industrial License - New or Renewal or Amendment (Two Group – up to 12 activities)	8,500
Industrial License – New or Renewal or Amendment (3 Groups)	12,000
National Industrial License – New or Renewal or Amendment (One Group – up to 7 activities)	5,500
National Industrial License – New or Renewal or Amendment (Two Group – up to 12 activities)	9,000
National Industrial License – New or Renewal or Amendment (Three Groups)	12,500
Service License - New or Renewal or Amendment	5,000
Logistics License - New or Renewal or Amendment	15,000
General Trading License - New or Renewal or Amendment	15,000
Holding Company License - New or Renewal or Amendment	30,000
Trading + Industrial each additional Activity from the same Group	500
Late Payment Fee for expired License (on monthly basis)	1000
License Re-Print	500
All Branch letters	100
Permit for entities incorporated and licensed by other free zones authorities / competent authorities in UAE to lease a premise in the Free Zone	100
Sub Lease (1 - 5 sub-leases)	20,000

Type of Services	Fees/AED
Sub Lease (6 th sub-lease)	35,000
Sub Lease (7 th sub-lease)	40,000
Sub Lease (8 th sub-lease)	45,000
Sub Lease (9 th sub-lease)	50,000
For Every Additional Sub-lease (Increment)	5000
New+ Amendment+ Attestation (Authorization Card)	50
Manager Name Change	500
Company Name Change	1,500
Name Plate for Office	500
License Termination Fees	1,500
Activity amendment during renewal - additional	500

JAFZA ADMINISTRATIVE SERVICES

Admin Services Price List

Type of Services	Fees/AED
New Permanent Access Card (1Year \ 2 Years \ 3 Years)	AED 400\600\800
Renew Permanent Access Card (1Year \ 2 Years \ 3 Years)	AED 400\600\800
Cancel Permanent Access Card	-
New Permanent Identity Card	AED 400 per year
Renew Permanent Identity Card	AED 400 per year
Cancel Permanent Identity Card	-
New Temporary Access Card	AED 100 per month
Renew Temporary Access Card	AED 100 per month
Cancel Temporary Access Card	-
New Temporary Identity Card	AED 100 per month
Renew Temporary Identity Card	AED 100 per month
Attest Employment Contract For Consulate	AED 100
Company Representative Cards (1Year \ 2 Years \ 3 Years)	AED 200\400\500
Renew Company Representative Cards (1Year \ 2 Years \ 3 Years)	AED 200\400\500
New Driving License Letter	AED 0
Converting Driving License	AED 200
Amend Company Employment Card	AED 300
Duplicate Company Employment Card	AED 300
Renew Company Employment Card	AED 400
Letter Request	AED 110
Salary Amendment	AED 300 (Insurance premium will be charged only if the employee under insurance and salary band changed from one to another)

Designation Amendment	AED 930 NORMAL/ AED 1230 URGENT (Insurance premium will be charged only if the employee under insurance and salary band changed from one to another)														
Employment Contract Attestation	AED 100														
Apply For Employment Visa Entry Permit New	<p>Normal package: Outside Country: AED 2,963 Inside the country: AED 3,743</p> <p>Urgent Package: Outside Country: AED 3,553 Inside the country: AED 4,333</p> <p>VIP Package: Outside Country: AED 4,863 Inside the country: AED 6,503</p> <p>If company under insurance, insurance premium will be charged as below:</p> <table border="1" data-bbox="805 1205 1501 1720"> <thead> <tr> <th>Employee Basic Salary Intervals (AED)</th> <th>Premium amount (AED) (5% VAT is applicable)</th> </tr> </thead> <tbody> <tr> <td><4001</td> <td>160</td> </tr> <tr> <td>4001-8000</td> <td>250</td> </tr> <tr> <td>8001-12000</td> <td>325</td> </tr> <tr> <td>12001- 16000</td> <td>425</td> </tr> <tr> <td>16001-20000</td> <td>500</td> </tr> <tr> <td>>20,000</td> <td>610</td> </tr> </tbody> </table>	Employee Basic Salary Intervals (AED)	Premium amount (AED) (5% VAT is applicable)	<4001	160	4001-8000	250	8001-12000	325	12001- 16000	425	16001-20000	500	>20,000	610
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Visa Position Amendment	AED 870 AED 50 GDRFA														
Correct Employment Visa Entry Permit	AED 783 Normal AED 943 Urgent														
Cancel Employment Visa Entry Permit Unutilized	AED 273														

Apply For Pink Copy of Employment Visa Entry Permit	AED 180														
Entry Permit Renewal	AED 883 Normal AED 993 Urgent														
Renew Employee's Resident Permit	<p>Normal package: AED 1870 + CEC Renewal Charges</p> <p>Urgent Package: AED 2300 + CEC Renewal Charges</p> <p>VIP Package: AED 3610 + CEC Renewal Charges</p> <p>If company under insurance, insurance premium will be charged as below:</p> <table border="1" data-bbox="805 929 1508 1635"> <thead> <tr> <th>Employee Basic Salary Intervals (AED)</th> <th>Premium amount (AED) (5% VAT is applicable)</th> </tr> </thead> <tbody> <tr> <td><4001</td> <td>160</td> </tr> <tr> <td>4001-8000</td> <td>250</td> </tr> <tr> <td>8001-12000</td> <td>325</td> </tr> <tr> <td>12001- 16000</td> <td>425</td> </tr> <tr> <td>16001-20000</td> <td>500</td> </tr> <tr> <td>>20,000</td> <td>610</td> </tr> </tbody> </table>	Employee Basic Salary Intervals (AED)	Premium amount (AED) (5% VAT is applicable)	<4001	160	4001-8000	250	8001-12000	325	12001- 16000	425	16001-20000	500	>20,000	610
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Resident Permit Renewal With Job Title Change	<p><u>RP Renewal with EC Amend (Salary only)</u></p> <p>Normal package: AED 2070 + CEC Renewal Charges</p> <p>Urgent Package: AED 2500 + CEC Renewal Charges</p> <p>VIP Package: AED 3810 + CEC Renewal Charges</p>														

RP Renewal with EC Amend (Salary + Job Title)

Normal package: AED 2630 + CEC Renewal Charges

Urgent Package: AED 3060 + CEC Renewal Charges

VIP Package: AED 4370 + CEC Renewal Charges

RP Renewal with EC Amend (Job Title only)

Normal package: AED 2430 + CEC Renewal Charges

Urgent Package: AED 2860 + CEC Renewal Charges

VIP Package: AED 4170 + CEC Renewal Charges.

If company under insurance, insurance premium will be charged as below:

Employee Salary (AED)	Basic Intervals	Premium amount (AED) (5% VAT is applicable)
<4001		160
4001-8000		250
8001-12000		325
12001- 16000		425
16001-20000		500
>20,000		610

Transfer Employee's Resident Permit Into New Passport

AED 630

Nationality Change

AED 930

Cancel Employee's Resident Permit

AED 320 Normal

(Applicant inside UAE)	AED 460 Urgent
Cancel Resident Permit When an applicant is outside UAE with Passport	AED 320 Normal AED 460 Urgent
Cancel Resident Permit without passport When an applicant is outside UAE more than Six months or Resident Permit Expired	AED 620
Correct Employee's Resident Permit in Passport	AED 465
RP Stamping For Lost Passport	AED 930
Declare Absconder	AED 1600
Withdraw Absconder with RP Cancellation	AED 1600 AED 590 Without Passport AED 290 Normal – with passport AED 430 Urgent – with passport
Upload Exit Paper	No Charge
Update Employee New Passport Details	No Charge
Employee Status Check at DNRD (GDRFA)	AED 280
Release Transfer from JAFZA/Government sector to JAFZA	Normal package: AED 3250 Urgent Package: AED 3680 VIP Package: AED 4990 (If transfer from non-government sector (Partner visa) additional AED 530 is required)

	<p>If company is under insurance, insurance premium will be charged as below:</p> <table border="1"> <thead> <tr> <th>Employee Basic Salary Intervals (AED)</th> <th>Premium amount (AED) (5% VAT is applicable)</th> </tr> </thead> <tbody> <tr> <td><4001</td> <td>160</td> </tr> <tr> <td>4001-8000</td> <td>250</td> </tr> <tr> <td>8001-12000</td> <td>325</td> </tr> <tr> <td>12001- 16000</td> <td>425</td> </tr> <tr> <td>16001-20000</td> <td>500</td> </tr> <tr> <td>>20,000</td> <td>610</td> </tr> </tbody> </table>	Employee Basic Salary Intervals (AED)	Premium amount (AED) (5% VAT is applicable)	<4001	160	4001-8000	250	8001-12000	325	12001- 16000	425	16001-20000	500	>20,000	610
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>20,000	610														
Release Transfer From Jafza to Government Sector	AED 200														
Apply for Dewa Service	AED 200														
Apply for Etisalat Internet Service	AED 100														
Apply for Etisalat Telephone Service	AED 100														
Apply for Post Office Box	AED 100														
Apply for Vehicle Registration	AED 0 Light Vehicle AED 200 + AED 10,000 (for Heavy Vehicle if it is above seven tones)														
Renew Vehicle Registration	AED 0 Light Vehicle AED 1120 Heavy Vehicle														
Transfer Vehicle Registration	AED 200														
Cancel Vehicle Registration	AED 200														
Duplicate Vehicle Registration	AED 200														
Apply for Tejari Number Plate	AED 200														
Renew Tejari Number Plate	AED 200														
Cancel Tejari Number Plate	AED 200														
Apply for Export Number Plate	AED 200														

Open File	AED 200
Visit Visa Entry Permit Short Term	AED 1043 AED 50 GDRFA
Visit Visa Entry Permit Long Term	AED 2093 AED 50 GDRFA
Correct Visit Visa Entry Permit	AED 870 Short Term AED 1520 Long Term
Occupational Health Card	AED 220
Medical Re-Schedule	AED 100
Employee BG Waiver Update	AED 300
Labour Letter Requests	AED 0 Month AED 500 2 Months AED 1,000 3 Months
VV Cancellation Unutilized	AED 193
Internal Ban	AED 500

Jafza Inspection

List of violation codes

Sr #	Violations	Amount (AED)
1	Cooking in rooms (per room per violation) . Fine will be AED 10,000 if the violation is repeated.	5,000
2	Dumped materials at Premises or anywhere else in the Free Zone (per company per violation)	5,000
3	Waste at restaurants (first time)	500
4	Waste at restaurants (repeat)	1,000
5	Sublease – Premises. Fine will be AED 200,000 if the violation is repeated.	100,000
6	Sublease - rooms (per room)	10,000
7	Illegal employment (per person, if under Jafza companies sponsorship). Fine to be doubled if the violation is repeated.	10,000
8	Illegal employment (not on Jafza companies sponsorship) per person. Fine to be doubled if the violation is repeated.	10,000
9	Illegal stay at accommodation (per person). Fine to be doubled if	10,000

Sr #	Violations	Amount (AED)
	the violation is repeated.	
10	Illegal trailer parking at plots/side roads	200
11	Illegal trailer parking at plots/side roads (repeat)	500
12	Illegal pan spitting/throwing of waste (per person)	500
13	Storing goods in facilities (offices)	5,000
14	Illegal sale of banned substances	5,000
15	Illegal sale of pirated Cds or other counterfeit goods	5,000
16	Food court for not complying to drawings	5,000
17	Smoking at corridors/accommodation areas	500
18	Illegal company activities *(activity violation). Fine will be AED 20,000 if the violation is repeated.	5,000
19	Trading in fake goods	100,000
20	Unauthorized extra persons stay at accommodation (same tenants, sponsored by Jafza). Fine will be AED 20,000 if the violation is repeated.	5,000
21	Unauthorized extra persons stay at accommodation (same tenants, not sponsored by Jafza). Fine will be AED 20,000 if the violation is repeated.	10,000
22	Sponsored Employees involved in other jobs	500
23	Stopping inspectors from inspection. Fine will be AED 10,000 if the violation is repeated.	5,000
24	Illegal use of offices (storage)	5,000
25	Container/goods/trailers parked more than a week by warehouses (first time)	2,500
26	Container/goods/trailers parked more than a week by warehouses (parking continued per day)	500
27	Trailer lock damages charges	200
28	Accommodation room violations (illegal goods/unauthorized activities etc.)	10,000
29	A Customer aiding or abetting entry by an individual into the Free Zone without appropriate authorization (per entry after warning in the first instance).	1,000
30	A Customer or its shareholder(s) default under the Free Zone Rules or any relevant rules or regulations, including the implementing regulation or the terms & conditions of the license (per day during the period of non-compliance).	10,000

Sultan Ahmed Bin Sulayem

Chairman of Ports, Customs & Free Zone Corporation

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