LEASE TERMS

"Dubai Healthcare City FZ LLC"

These Lease Terms (the "**Lease Terms**") set out the terms and conditions in which the Landlord leases the Premises to the Tenant in DHCC, as further also detailed in the related Lease Agreement. (All as further defined and stipulated on hereinafter subsequently).

1. DEFINITIONS

1.1 The following words used in this Lease and in the Lease Agreement has the meanings ascribed to them unless the context suggests otherwise:

"AED" means United Arab Emirates Dirhams, the lawful currency of the United Arab Emirates.

"Authority" means all and/or any of the official and governmental authorities and corporations and authorized boards, councils, regulators, committees, and/or bodies having authority to administer, licensing, certifying, permitting, planning, organizing, overseeing, supervising, and/or regulating the hospitals, clinical, and/or non-clinical institutes, healthcare and non-healthcare professionals, quality standards, planning, works, and/or operations in DHCC, each within the type and frame of its specialization and functions as per the laws and regulations applicable in DHCC and their amendments. Including mainly but without limitation the Government of UAE and its Ministries, the Government of Dubai and its Ministries and divisions, Dubai Land Department, Dubai Health Authority (DHA), Dubai Healthcare City Authority (DHCA), Dubai Electricity and Water Authority (DEWA), Dubai Development Authority (DDA), Courts of Dubai, Police, etc., and their nominees, successors or permitted assigns.

"Building" means the building in DHCC in which the Premises is located.

"Commencement Date" means the date referred to in the Lease Agreement, being the date when the key of the Premises is made available for collection by the Tenant, or such other date as determined by the Landlord.

"Common Areas" means those parts of the Building (whether or not within the structure of the Building) to be used in common by the Tenant, any other tenants and occupiers of the Building, the Landlord, and those properly authorised or permitted by them to do so, and includes, but is not limited, to all entrances, corridors, lobbies, staircase, lavatories, access ways, passages, lifts, escalators, roads, gardens, walls, car parks, and other grounds and amenities.

"DHCC" means the Dubai Healthcare City free zone, established pursuant to the Resolution number (9) of the year 2003, and governed by the Law number (9) of the year 2011 concerning Dubai Healthcare City.

"Expiry Date" means the end date of the Lease Period referred to in the Lease Agreement, or if renewed, the end of the renewal period.

"Grace Period" means a period in which the Rent payable by the Tenant is waived by the Landlord (at and as per the Landlord's sole discretion), , but (if and when it is applicable) it will not apply to any subsequent Lease Period if the Lease is renewed.

"Landlord" means the Landlord referred to in the Lease Agreement (i.e., "Dubai Healthcare City FZ LLC").

"Lease" means the Lease Agreement, these Lease Terms, and any documents and schedules attached and/or enclosed to them, collectively.

"Lease Agreement" means any of the following types of nominated lease contracts: (i) the Lease Agreement, (ii) the Business Center Lease Agreement, (iii) the Parking and Signage Lease Agreement[*or any other standard form of leasing contract adopted/applicable at the Landlord*], having reference to these Lease Terms (*and clearly mentioning the related online link to these Lease Terms: the URL* https://dhcc.ae/gallery/DHCCLeaseTerms.pdf), and entered between the Landlord and the Tenant for the lease of the related Premises as identified therefor and as per the Lease and includes the commercial and other essential terms and details of the **Lease**. The Lease Agreement, these Lease Terms, and the Schedules

enclosed herewith form together one integrated rental contract between the Landlord and the Tenant (the "**Lease**").

"Lease Period" means the period of the Lease commencing on the Commencement Date, ending on the Expiry Date, subject to earlier termination or renewal as per these terms and conditions, and as more particularly set out in the Lease Agreement.

"Party" or "Parties" means the Landlord and/or the Tenant as the context requires (as identified and précised in the relevant Lease Agreement).

"Permitted Use" means the use of the Premises by the Tenant for the activity as more particularly described in the Lease Agreement.

"Premises" means the leased premises situated in the Building and as more particularly described in the Lease Agreement.

"Rent" means the Rent referred to in clause 3.1.1 of these Lease Terms and as more particularly set out in the Lease Agreement.

"Security Deposit" means the security deposit referred to in Clause 3.1.3 hereto, and as more particularly set out in the Lease Agreement.

"Service Charge" means the service charge referred to in clause 3.1.2 hereto, and as more particularly set out in the Lease Agreement.

"Tenant" means the Tenant referred to in the Lease Agreement.

"Termination" means termination of this Lease in accordance with clause 5.

"UAE" means the United Arab Emirates.

"**VAT**" means any value added tax or similar consumption tax under the value added tax law applicable in the UAE. All document such as tax invoice, debit/credit notes, etc. shall be governed in accordance with the applicable VAT law.

"Year" or "Years" means a calendar year (or years) of 365 days, the first Year of the Lease Period commencing on the Commencement Date.

1.2 Any reference anywhere in this Lease to:

1.2.1 section and clause headings are for ease of reference only and are not to affect the interpretation of this Lease;

1.2.2 words importing the singular are to include the plural and vice versa (if the context so requires); use of one gender shall include the other genders (as the context so requires); and reference to the term "include" or "including" shall mean "including without limitation";

1.2.3 any law, regulation, or decree or any section of any law, regulation, or decree will be deemed to include reference to any amendment, modification or re-enactment thereof for the time being in force and all instruments, orders, regulations, by-laws, permissions and directions at any time made thereunder;

1.2.4 a person is to include any person, firm, company, corporation, government, or any association or partnership (whether or not having a separate legal personality) or any combination thereof; and

1.2.5 all dates and periods of time are to be construed in accordance with the Gregorian calendar.

2. COMMENCEMENT, EXPIRY AND RENEWAL

2.1 This Lease shall come into force and effect on the Commencement Date and, subject to earlier termination under clause 5 hereof, shall expire on the Expiry Date.

2.2 Not less than 6 months to the Expiry Date, the Tenant shall notify the Landlord in writing as to whether the Tenant wishes or does not wish to renew this Lease. Where the Tenant wishes to renew this Lease, then the provisions of clause 2.3 apply. Should the Tenant fail to give the Landlord notice under this clause 2.2, then the provisions of clause 2.5 shall apply.

2.3 Where the Tenant wishes to renew this Lease, this Lease may only be renewed on the mutual agreement of the Parties for successive additional terms on the same or different

terms and conditions and at a rent to be agreed, subject to the rent for any additional term being in no event less than the Rent paid immediately prior to the Expiry Date. For the avoidance of doubt, the renewal of each such period is subject to compliance each year with the notice requirements set out in this clause 2.

2.4 The Tenant hereby acknowledges and agrees that the renewal of this Lease pursuant hereof may be subject to an increase in the Rent at the sole discretion of the Landlord.

2.5 In the event that the Tenant fails to give the Landlord notice under clause 2.2, or the Tenant gives notice to the Landlord that it does not wish to renew this Lease in accordance with clause 2.2 above, or the Landlord gives notification to the Tenant at any time that the Landlord does not wish to renew the Lease, then the Tenant shall vacate and hand over the Premises to the Landlord on the Expiry Date, in strict accordance with clause 3.13 hereof.

2.6 Renewal of this Lease shall at all times be subject to the sole discretion of the Landlord.

2.7 Should the Tenant remain in possession of the Premises after the Expiry Date or earlier termination of the Lease and without entering into a new lease or without renewal of this Lease with the Landlord in accordance with clause 2, or without vacating and handing over the Premises to the Landlord in accordance with clause 3.13, then the Tenant shall pay to the Landlord unconditionally and without any objection, in addition to the Rent, liquidated damages in an amount of United Arab Emirates Dirhams five thousand (**AED 5,000**) for every day that the Tenant is still in possession of the Premises. No such payment or acceptance thereof by the Landlord shall however operate as, constitute, or be deemed to be an extension of the Lease Period or a renewal of the Lease. Notwithstanding the above, the Tenant shall continue to be bound by all the terms and conditions of this Lease. In addition to the above payment the Landlord shall have the right to seek damages from the Tenant for losses occasioned by the Tenant's continued possession of and to seek eviction of the Tenant from the Premises.

3. THE TENANT'S COVENANTS

For the duration of the Lease Period, subject to earlier termination under clause 5 hereof, the Tenant covenants and commits as follows:

3.1 Payment

3.1.1 Rent

The Tenant shall pay to the Landlord the Rent reserved by this Lease free from any deductions and rights of set-off whatsoever, at the times and in the manner set forth in the Lease Agreement. Without prejudice to the Landlord's rights and remedies under this Lease and applicable laws, in the event that any cheque issued by the Tenant pursuant to this Lease is returned unpaid for any reason whatsoever, the Tenant shall pay the Landlord the sum of United Arab Emirates Dirhams one thousand (**AED 1,000**) in addition to the value of the cheque.

3.1.2 Service Charge

The Tenant shall pay to the Landlord the Service Charge, at the times and in the manner set forth in the Lease Agreement, which is inclusive of the following:

3.1.2.1 the provision of air conditioning, water and sewerage supply for the Premises; and

3.1.2.2 the provision of basic facilities management services for the internal and external Common Areas (exclusive of the Premises and exclusive of specialized clinical/medical facilities management services within the Premises).

3.1.3 Security Deposit

3.1.3.1 The Tenant shall pay the Landlord the Security Deposit at the times and in the manner set forth in the Lease Agreement, which shall be held by the Landlord for the purposes set out in Clause 3.1.3.2.

3.1.3.2 The Landlord shall hold the Security Deposit, and shall be entitled to deduct any amount from the Security Deposit for the following purposes:

a) for unpaid Rent;

b) for cleaning the Premises when the Tenant moves out, but only to make the Premises as clean as it was when the Tenant first moved in; or

c) for repair of damages to the Premises caused by the Tenant or the Tenant's servants, agents, employees, contractors, consultants, invitees, licensees, or customers.

3.1.3.3 Without prejudice to any other rights, that the Landlord may have under this Lease, should the Landlord deduct any amount from the Security Deposit, for the purposes as set out in clause 3.1.3.2, then the Landlord shall within a period of not less than **forty-five (45) days** after the Expiry Date or termination of this Lease and after receiving a written request from the Tenant, refund any amounts not withheld to the Tenant together with a statement that lists the amounts of deductions and reasons for the deductions.

3.1.3.4 Should the Landlord not deduct any amount from the Security Deposit, then the Landlord shall refund the Security Deposit to the Tenant within a period of not less than **forty-five (45) days** after the Expiry Date or termination of this Lease and after receiving a written request from the Tenant.

3.1.3.5 Should the Landlord deduct any amount from the Security Deposit under and pursuant to this Lease, then the Tenant shall be obliged to pay the same amount to the Landlord immediately, in order to maintain the Security Deposit's total amount fully paid and available to the Landlord all during the Lease Period.

3.1.3 Utilities Payment and Connection

The Tenant shall be responsible for all connection and usage charges for electricity consumed at the Premises, whether by the Tenant or by any third parties and shall also be responsible for all charges in respect of any telephone, telex, fax or other communication service connected to the Premises, and all charges imposed directly by any utility or authority for the supply, or for the construction of infrastructure to enable the supply, of any service to the Premises. In the event that facilities are provided to the Tenant directly by the Landlord, the

Tenant shall settle all charges relating thereto within seven (7) days of notification to do so by the Landlord.

3.2 Charges & Levies

a) The Tenant shall pay all applicable governmental, municipal, and/or other charges, fees, taxes (including VAT), and levies that may at any time and from time to time be payable out of the ownership or occupation of the Premises and shall hold and keep the Landlord and DHCC fully indemnified from any liability in relation thereto.

b) VAT:

(i) Unless stated to the contrary and as otherwise provided anywhere in this Lease, any fees, including Rent and Service Charge, etc. under this Lease shall be exclusive of VAT;

(ii) Where VAT is payable under this Lease, any fees (VAT exclusive) including Rent and Service Charge, etc., shall be increased by an amount equal to the amount of VAT applicable at the prevailing rate during the applicable period of lease under this Lease.

3.3 Interest on Late Payments

Without prejudice to the rights and remedies of the Landlord under this Lease or under applicable law if the Tenant fails to make any payments to the Landlord of the Rent or any sums whatsoever due to the Landlord under this Lease at the time or times or within the periods specified in this Lease the Landlord may charge the Tenant interest thereon in addition to the amount owing calculated at the rate of **twelve percent (12%) per annum** (for each and every year and part of year on which the payment is due in accordance with this Lease) until the date of actual full payment by the Tenant.

3.4 Opening for Business

3.4.1 It is a condition of this lease that no later than **six (6) months** from the Commencement Date, the Tenant must complete fitting out and decorating the premises in accordance with clause 3.7, satisfy the licensing, planning and quality requirements of the relevant Authority, obtain the necessary approvals of the relevant Authority(ies) and commence operations of its

business in accordance with the Permitted Use. For the avoidance of doubt and without prejudice to any other rights that the landlord may have under this lease, failure by the tenant to fit out and decorate the premises in such approved form within a period of **six (6) months** from the commencement date shall be considered a breach of the terms of this Lease giving the Landlord the right to terminate this Lease in accordance with Clause 5.

3.4.2 The tenant undertakes and agrees to keep the Premises open for business continuously throughout the period of this Lease, starting from the Commencement Date.

3.5 Permitted Use

3.5.1 The Tenant shall use the Premises, and the Premises shall be used at all times, only for the purposes of the Permitted Use as stated in the Lease Agreement.

3.5.2 The Tenant shall conduct its business in the Premises in a professional manner, with proper decorum and to the highest ethical standards befitting the international standards set by the Landlord for its activities and shall upon receipt of any notice from the Landlord so to do, promptly cease any practice or conduct that the Landlord reasonably deems to be inappropriate or improper in the Premises.

3.5.3 It is a condition of this Lease that prior to, and after the commencement and operations of the Tenant, the approval from the relevant Authority(ies) of the clinical and/or non-clinical services intended to be undertaken, the products, the substances, and the major medical and/or non-medical equipment and the medicines to be used, at the Premises, be obtained and maintained during the Lease Period, as required and applicable under the related standards, laws, and regulations.

3.5.4 It is a further condition of this Lease that the Tenant shall at all times satisfy the minimum standards, including the minimum quality standards and the minimum facility standards, for the establishment, running and operations of any clinical and/or non-clinical services at the Premises as required by the laws, regulations and rules enforced in DHCC from time to time and as prescribed by the relevant Authority and approved by the relevant

Authority and as contained in the related policies of the relevant Authority as applicable and in accordance with its approved clinical and/or non-clinical services.

3.5.5 It is a further condition of this Lease, and the Tenant shall ensure, that the management and operations of any clinical services at the Premises shall at all times be subject to and shall be licensed in accordance with and must comply with the laws, regulations and rules enforced in DHCC from time to time in line with the policies of the related Authority(ies).

3.5.6 All healthcare organizations and healthcare professionals practicing at the Premises must obtain, and maintain at all times, a license or permit, where a license or permit is so required, from the relevant Authority, as the case may be, and satisfies the licensing, planning and quality requirements of the Authority, to undertake an activity in conformity with the Permitted Use and be licensed in accordance with, and must comply with, the laws, regulations and rules enforced in DHCC from time to time, and as prescribed in the policies of the relevant Authority as required under the applicable laws and regulations.

3.5.7 It is a further condition of this Lease, and the Tenant shall ensure, that all its healthcare and/or other organizations and all its related healthcare and/or other professionals and personnel practicing at the Premises shall at all times be subject to and shall comply with the policies, guidelines, laws, regulations and rules relating to medical and/or other education and research enforced in and or prescribed in DHCC from time to time.

3.5.8 It is a further condition of this lease, and the tenant shall ensure, that the Premises, and all the healthcare operators and healthcare professionals practicing at the premises and all persons undertaking activities at the Premises shall at all times be subject to and shall comply with the laws, regulations and rules relating to the health, safety and environment, enforced in and or prescribed in DHCC from time to time.

3.5.9 The issuing of any healthcare and/or commercial licenses shall be at the sole discretion of the relevant licensing Authority and/or authority(ies) having authority in DHCC as per the applicable laws and regulations.

3.5.10 For the avoidance of doubt, if in relation to any matter or any dispute or difference arising between the Parties, in relation to any inconsistencies between any documents and the laws, regulations and rules applicable in DHCC, then for the purposes of this Lease, the laws, regulations and rules applicable in DHCC shall prevail.

3.6 Restrictions on the Use of the Premises

3.6.1 The Tenant shall not erect or install on the Premises any engine, furnace, plant or machinery which causes noise, fumes or vibration which can be heard, smelt or felt outside the Premises.

3.6.2 The Tenant shall not store on the Premises any petrol or other dangerous, inflammable, explosive or combustible substance.

3.6.3 The Tenant shall not use the Premises for any noxious, noisy or offensive trade or business nor for any illegal or immoral act or purpose.

3.6.4 The Tenant shall not do anything on the Premises, which may be or grow to be a nuisance, annoyance, disturbance, inconvenience, or damage to the Landlord, or to the owners, tenants and occupiers of adjoining and neighbouring properties.

3.6.5 The Tenant shall not allow any person to sleep in the Premises nor to use the Premises for residential purposes.

3.6.6 The Tenant shall not place, leave, or install any articles, merchandise, goods, or other objects outside the Premises.

3.6.7 The Tenant shall not load or unload vehicles except in the permitted areas assigned to the Premises.

3.6.8 The Tenant shall not cause any obstruction outside or around the Premises.

3.6.9 The Tenant shall not conduct on the Premises any activity that is deemed hazardous, of nuisance, or requiring an increase in the insurance (as hereinafter defined under clause 3.20) premiums or voiding the insurance in whole or in part.

3.6.10 The Tenant shall not smoke, cook nor store any materials, whether waste materials or otherwise, in the balcony area of the Premises. All balcony doors must be fitted, by and at the expense of the Tenant, with locks and the Tenant always acknowledges and accepts full responsibility for the safety of staff, customers, guests, occupants and licensees who use such balcony areas and indemnify the landlord against any damage to property or injury fatality to any persons as a result of using such balcony areas.

3.7 Fitting out, Decorations & Alterations

3.7.1 The Tenant shall submit to Landlord and/or to relevant Authority for approval, as applicable under the law, professionally prepared interior fitting design drawings for the Premises, being fully dimensioned showing floor plan layout, types of material used, approximate locations of air conditioning diffusers, sprinkler heads and smoke detectors and any other aspects and details deemed necessary by DHCC and/or Authority.

3.7.2 The Landlord and/or related Authority are entitled to request any modifications to the drawings and details mentioned under clause 3.7.1 herein, that Landlord and/or relevant Authority deem required to maintain the image and reputation of DHCC, as well as any quality, health, safety and/or hygiene requirements as deemed necessary by the requisite authorities.

3.7.3 The Tenant shall not, without first obtaining the prior written consent of the Landlord, make any alterations, additions, decorations or improvements to the Premises or the Common Areas or entrance thereof or to the Landlord's fixtures and fittings, if any.

3.7.4 The Tenant shall during the fitting out period, decoration, subsequent redecoration, erection of partitions or alteration if permitted by the Landlord observe all requirements specified by the Landlord regarding the execution of such works relating, among other things, to the hours during which the works are to be carried out, route to be followed for personnel, materials and equipment, collections, observing fire and safety precautions, and generally shall coordinate all such activities with the Landlord.

3.7.5 The Tenant shall not install or erect any exterior lighting, shade, canopy or awning or other structure in front of or elsewhere outside the Premises.

3.7.6 The Tenant shall fit out and decorate the Premises and shall be responsible for such fitting out and decorating, using fit-out contractors approved by the Landlord and DHCC and shall complete such fitting out and decorations to the Premises in such approved form within a period of **six (6) months** from the Commencement Date. For the avoidance of doubt and without prejudice to any other rights that the Landlord may have under this Lease, failure by the Tenant to fit out and decorate the Premises in such approved form within a period of six (6) months from the Commencement Date shall be considered a breach of the terms of this Lease giving the Landlord the right to terminate this Lease pursuant to clause 5.2.2 herein.

3.7.7 On the termination of this Lease, the Tenant shall, at the option of the Landlord and at the Tenant's cost and expense, reinstate the Premise(s) to its Shell and Core condition, such reinstatement to be carried out before the termination or the expiry date of the Lease and to the reasonable satisfaction of the Landlord and DHCC.

3.8 Warehousing, Loading Docks and Movement of Goods

3.8.1 The Tenant shall warehouse, store and/or stock the Tenant's goods in the Premises in a proper manner and in a proper storage area within the Premises prepared for such use, and not outside it, without using false ceiling or the loading dock as storage. Under no circumstances whatsoever may the Building's balconies be used for storage.

3.8.2 The Tenant understands and agrees that trade vehicles while being used for delivery and pick up of goods to and from the Premises are not permitted to be parked or stopped for more than twelve (12) hours at any place or time within the loading dock area designated to service the Premises or at such other place or places and such time or times as the Landlord may specifically allow. The Tenant shall ensure that such trade vehicles comply with the requirements of this clause 3.8.2.

3.8.3 The Tenant shall use or permit to be used for the delivery of other movement of any goods, wares or merchandise or articles of bulk or quantity only such parts of the Building and only at such time or times as the Landlord may from time-to-time permit.

3.8.4 Prior to any goods or furniture are moved into or out of the Premises and/or the Building, the Tenant shall ensure measures are taken to protect lift interiors, decorations, and fittings within the Common Areas.

3.9 Use of Common Areas

3.9.1 The Tenant shall not in any way obstruct or permit the obstruction of any walkways, pavements, entrances, passages, courts, corridors, service ways, vestibules, halls, roads, loading docks, car parks, stairways, elevators, hoists, escalators, fire or escape doors in the Common Areas or in the Building generally.

3.9.2 The Tenant shall not throw or permit to be thrown or to be dropped or to fall any articles or substance whatsoever from or out of the Premises and the

Building, and shall not litter any part of the Common Areas or any public footpath, or way as immediately adjoins the Premises and the Building, and further shall not place upon any sill ledge or other like part of the Building or the Common Areas any article or substance.

3.9.3 The Tenant shall not allow any accumulation of rubbish in the Premises, the Common Areas, and the Building and shall ensure at all times that garbage and refuse from the Premises is removed to such locations as specified by the Landlord and DHCC, and to use only that type of refuse container provided by the Landlord and DHCC from time to time. The Tenant shall ensure that all kitchen and domestic garbage is sealed in polythene garbage bags, and that all medical waste is sealed in the appropriate and approved medical waste dispensers before consignment. In the event of default by the Tenant, the Landlord and DHCC shall have the right to remove such garbage at the Tenant's cost. The Tenant shall not transport rubbish by means of passenger lifts or escalators.

Moreover, the tenant shall ensure also that all medical waste (and/or medical related waste) are securely sealed in the appropriate and approved medical waste dispensers before consignment to a reputable and specialized collection and waste disposal company authorised to collect and/or treat medical and/or medical related waste.

3.10 Acceptance of Premises

3.10.1 The Tenant confirms that it has checked the Premises properly and hereby declares that the Premises (AS IS in the Effective Date of the Lease Agreement) are unconditionally accepted by the Tenant, fit for decoration, fit-out and occupation, and for the intended use and are also free from any damages and are suitable for the purpose intended by the Tenant (Permitted Use) under this Lease.

3.10.2 The Tenant agrees to utilize the Premises only for, and shall ensure that the

Premises shall only be utilized for, the Permitted Use.

3.11 Access by the Landlord

The Tenant shall at all times permit all and any of the Landlord, Authority, and/or their authorized agents, engineers, contractors, representatives and employees, full access to the Premises or any part thereof for the purpose of inspecting or viewing and/or to carry out repairs, maintenance, or alterations to the Premises. The Tenant shall not hold nor seek to hold the Landlord, Authority, and/or their agents responsible for any damage to any person or loss of property or goods arising out of such access to or such activities in the Premises. The Tenant further understands and agrees and pursuant to clause 2.2 and/or clause 2.5 shall permit all prospective tenants of the Premises accompanied by a representative of the Landlord and/or any Authority their free entrance and exit from the Premises for the purpose of viewing the Premises before the expiration of the Lease Period. The Landlord shall use its best endeavours not to interfere in any way with the operations of the Tenant being conducted at the Premises under the Permitted Use.

3.12 Maintenance and Repair

3.12.1 The Tenant shall well and substantially repair, maintain and clean the Premises for the duration of the Lease Period in compliance with all health, safety, environmental regulations enforced in DHCC.

3.12.2 The Tenant shall at all times keep the interior of the Premises clean, where it is visible from the exterior of the Premises.

3.12.3 If any breach of covenant, defects, disrepair, unauthorised alterations, or additions are found on inspection of the Premises, then on notice from the Landlord, the Tenant shall execute to the reasonable satisfaction of the Landlord, all repairs, works, replacements or removals required within **seven (7) days** after the receipt of such notice. If the Tenant fails to comply with any such notice, the Landlord may itself or by its workers, employees or agents enter the Premises and execute all necessary or desirable repairs, works, replacements or removals. The Tenant shall pay to the Landlord on demand all expenses so incurred.

3.13 Hand Over at the End of the Lease

the Tenant should vacate and handover the leased Premises to the Landlord on or before the Expiry Date or the effective date of termination of the Lease free from any incumbrances:

3.13.1 The Tenant shall quietly vacate and hand over the Premises (and subject to the Landlord's option for reinstatement set out in clause 3.7.7), with all additions and improvements to the Premises to the Landlord repaired, maintained, cleaned, decorated, and kept in accordance with the Tenant's obligations in this Lease.

3.13.2 The Tenant shall remove from the Premises all the Tenant's belongings, including without limitation, all notice boards and signs bearing the name of or otherwise relating to the Tenant or its business and all storage.

3.13.3 The Tenant shall repair to the satisfaction of the Landlord all damage to the Premises resulting from the removal of any of the Tenant's belongings from the Premises.

3.13.4 The Tenant shall return to the Landlord all the keys and the parking's access cards as well as all other cards of access to the Premises.

3.13.5 the Tenant should also pay and clear all bills, invoices, charges, services' fees, taxes, levies, and other outstanding due on the Tenant under and/or pursuant to the Lease and should submit to the Landlord proofs of the Tenant's fulfilment of the same with all related persons and entities including mainly but without limitation the Dubai Electricity and Water Authority (DEWA) and any other Authority, before or on the handover date mentioned hereof. If the Tenant did not or failed for whatever reason to fulfil that completely on time, then the

Landlord reserves all his rights against the Tenant including the right to take all available legal actions against the Tenant to oblige him to complete that and to compensate the Landlord against any financial and/or moral damages, losses, and loss-profits incurred by the Landlord directly and/or later on because of the Tenant's default.

3.14 Assignment and Subletting

3.14.1 The Tenant shall not assign this Lease, sub-lease, and/or sublet, grant, or dispose in any way whatsoever the Premises or any part thereof.

3.14.2 The Landlord shall be free at any time, and after getting the Authority's written approval to assign or transfer the whole or any part of this Lease or any of the rights and obligations herein to any of its subsidiaries, affiliates, or associated entities. Such assignment or transfer shall be in accordance with the terms and provisions the Landlord deems fit, without the need to acquire the Tenant's consent.

3.15 Advertisements and Signs

3.15.1 The Tenant shall not place or display on the exterior of the Premises any name, writing, notice, sign, illuminated sign, display of lights, placard, poster, sticker, plaque, or advertisement, nor advertise generally through media, other than:

3.15.1.1 such notices or advertisements as the DHCC may in its sole discretion approve in writing, or

3.15.1.2 such notices or advertisements to be placed or displayed as required or requested by the relevant zoning Authority.

3.15.2 The Tenant shall not place or display any merchandise or advertising material of any nature whatsoever outside the Premises or on any part of the balcony or in any part of the Common Areas or the Building without the prior written consent of the Landlord, which may be also leased separately by the Landlord to the Tenant subject to certain relevant conditions.

3.15.3 The Tenant shall at all times comply with the requirements of the DHCC's **marketing guidelines** in effect at the time, and as more particularly set out in the **Fourth Schedule**, and

subject to any changes regarding the Tenant's Business name signage, as to size, location, and lighting as well as to any temporary or permanent signage relating thereto.

3.16 Security

The Tenant shall use its best endeavours to protect and keep safe the Premises and any property contained therein from theft or robbery and shall keep all doors, windows, and other openings closes and securely fastened when the Premises is not in use or left unoccupied. The Landlord reserves the right for its agents, caretakers, employees, servants, and contractors, to enter and fasten the same if left insecurely fastened. The Tenant shall observe and abide by the Landlord's security procedures and rules, if and when the same are issued.

3.17 Pest Control

The Tenant shall at its expense and to the satisfaction of the Landlord undertake all necessary precautions to ensure that the Premises remains at all times free of rodents, insects, vermin, pests and other animals, and disease and shall, if necessary or instructed so to do by the Landlord, employ and pay pest exterminators approved by the Landlord to treat the Premises.

3.18 Nuisance

The Tenant shall not do or suffer to be done on the Premises or in the Building or allow the release from the Premises or the Building of any act or thing which is or may be an annoyance or nuisance to the Landlord or DHCC or any other occupier or user of adjacent premises in DHCC.

3.19 Indemnity

3.19.1 The Landlord and/or the Authority, as well as their personnel, agents, and/or servants, shall not be liable for any loss or damage to property or injury or fatality suffered by any person in the use of the Premises or in complying with their requirements of Authority or any policies and guidelines referred to in this Lease.

3.19.2 The Tenant shall indemnify and hold the Landlord, Authority, and their servants, personnel, and agents harmless against all claims, actions, proceedings, costs, damages, expenses, and losses of any kind whatsoever arising out of or in relation to:

3.19.3 Any breach, default, non-observance, or non-performance by the Tenant of any of the Tenant's covenants and obligations or any other of the terms and conditions contained in this Lease or any actions, omissions, misconduct, or negligence by the Tenant; and or

3.19.4 Any damage to property or injury or fatality caused to any person or property (whether directly or indirectly) through:

a. the defective or damaged condition of any part of the Premises and any fittings, fixtures, or electrical wiring therein; and or

b. the spread of fire or smoke or the flow of water from any part of the Premises; and or

c. any act, omission, default, misconduct, or neglect by the Tenant or the Tenant's servants, agents, employees, contractors, consultants, invitees, licensees, or customers; and or

3.19.5 Any actions, omissions, misconduct or negligence by the Tenant or the occupant of the Premises or their respective servants, agents, or employees in relation to the provision of

any clinical or non-clinical services conducted at the Premises.

3.20 The Tenant's Insurance Obligations

The Tenant shall, at its own cost obtain and maintain in full force and effect at all times during the term of this Lease and any renewal thereafter, appropriate insurance policy or policies, on such terms and with such an insurer registered in the UAE, that is in all ways satisfactory to the Landlord and Authority for the following risks and such other risks as the Landlord and Authority may otherwise determine from time to time, and shall cover the Tenant, the Landlord, the Authority, and every relevant Authority, and as their respective interest may appear over, inter alia, provided that for the insurances affected in clauses 3.20.1, 3.20.2, 3.20.3, 3.20.4 and 3.20.5.

3.20.1 All Risks Insurance to cover the Premises and all other of the Tenant's assets contained therein at replacement value from the date of loss of use of the Premises until re-establishment of the Tenant's occupancy; and

3.20.2 Third Party Liability Insurance for at least a reasonable amount to the satisfaction of the Landlord per occurrence; and

3.20.3 Where the Tenant distributes products from the Premises, Product Liability Insurance to cover third party loss or damage of a personal, life or financial nature arising from or attributable to the Premises or any business carried on therein or any accident occurring in or upon the Premises with a minimum indemnity of a reasonable amount to the satisfaction of the Landlord in respect of any one accident; and

3.20.4 Where the Tenant or the Tenant's agents or contractors conduct any work on the Premises, Contractor's All Risk Insurance and Worker's Compensation Insurance for a reasonable amount to the satisfaction of the Landlord and DHCC per occurrence and in compliance with the Authority and Landlord's requirements; and

3.20.5 All other insurance policies, which are required under the laws, regulations and rules, enforced in DHCC from time to time and in line with the policies of the Landlord and relevant Authority. The Tenant shall supply copies of such insurance policies and evidence of payment of premiums to the Landlord and/or DHCC upon request by the Landlord and/or DHCC. The Tenant shall ensure that nothing is done or omitted to be done which would prejudice or invalidate any insurance cover obtained by the Tenant, including without limitation, the Tenant's obligation to maintain full compliance with all safety and fire precautions and all other guidelines, measures, standards, instructions, and conditions relating to the storage and the handling of any dangerous, explosive or combustible substances on the Premises.

3.21 Observance of Lease Terms

The Tenant shall observe, abide by and perform all of the Tenant's Covenants and the terms and conditions, rules and regulations set out in this Lease and the Schedules hereto, together

with such further regulations as may from time to time be adopted by the Landlord, and notified in writing to the Tenant.

Saving and without waiver to any other penalties, fees, and/or payments due and/or applicable on the Tenant under this Lease and/or by law, an additional penalty fee of **(AED 1,000) per day** shall be imposed against the Tenant in case of any violation, default, breach, and or non-compliance by the Tenant with any of its covenants or obligations or duties under this clause number (3) or any other clause or provision under this Lease or the applicable law. The Landlord shall be entitled to impose any such penalty on the Tenant (as applicable in DHCC) and shall be entitled also to deduct any such penalty related amount(s) from the Tenant's Security Deposit directly if the Tenant failed or delayed or refused to pay the penalty's amount on the due time, at the Tenant's sole liability and responsibility.

4. THE LANDLORD'S COVENANTS

Subject to the Tenant paying the Rent and other sums hereby reserved in the manner and at the times required under this Lease, and performing and observing the covenants, terms and conditions on the part of the Tenant to be observed and performed for the duration of the Lease Period, the Landlord covenants with the Tenant as follows:

4.1 Repair and Maintenance

The Landlord shall provide the services for which the Service Charge is levied and with reasonable diligence repair any malfunction, stoppage, or interruption to the services. However, any failure to do so resulting from any cause whatsoever shall not render the Landlord liable to the Tenant in any respect for any loss, costs or damage howsoever arising.

4.2 Cleaning

The Landlord shall keep the interior of the Building (excluding the Tenant's Premises) and the exterior of the Building clean and in good repair and condition.

4.3 The Landlord's Insurance Obligations

The Landlord shall insure and keep insured the Building (excluding the Tenant's fixtures and fittings and any other property of the Tenant contained in the Premises and the Building) from loss or damage by fire, lightning, explosion, storm, tempest and flood, burst pipes impact, malicious damage, removal of debris, falling aircraft and articles dropped there from and against risks under any statutory insurance scheme which may be applicable and against any other risks as the Landlord may from time to time decide to insure against for the full value thereof (such value to be determined solely and conclusively by the Landlord), and further insure and keep insured the Building against any public liability arising out of the ownership and management of the Building and shall pay all premiums and sums necessary to keep and maintain such insurance.

5. TERMINATION

5.1 This Lease may be terminated prior to the Expiry Date by the mutual agreement of the Landlord and the Tenant in writing.

5.2 Without prejudice to any other rights and remedies that the Landlord may have under this Lease or by law, the Landlord shall have the right to terminate this Lease on **fourteen (14) days** written notice if:

5.2.1 Any payment or sum due under this Lease remains unpaid by the Tenant for fourteen (14) days after becoming due for payment (whether or not formally demanded by the Landlord);

5.2.2 The Tenant is otherwise in breach of any of the terms of this Lease and fails to rectify the breach after the Landlord has given **fourteen (14) days** written notice to the Tenant requesting the Tenant to rectify the breach;

5.2.3 The Tenant becomes bankrupt, enters into liquidation, has a receiver appointed or enters into an agreement or composition for the benefit of its creditors;

5.2.4 The Tenant has assigned or sublet the Premises in any manner whatsoever in breach of clause 3.14.1;

5.2.5 The Premises becomes vacant or deserted or remains closed for business (in breach of clause 3.4) for a period of **fourteen (14) days** or more without reason or with a reason not acceptable by the Landlord, and/or the Tenant is not traceable or leaves the UAE without notifying the Landlord, and/or the Landlord is satisfied in the circumstances that the Premises has been abandoned (in all cases, the Tenant undertakes to notify the Landlord in writing immediately on or before any closing of the leased Premises including clarification about the reasons and the intended or estimated duration of the closing. However, such notification from the Tenant does not render his closing of the Premises acceptable and does not prevent or stop the application of this clause and/or other applicable provisions in these Lease Terms against the tenant unless approved by the Landlord in writing and within the limit of such approval which may be given or not based on the Landlord sole discretion) ; and or

5.2.6 The Tenant fails to obtain license, or the obtained license has been revoked, where a license is so required, from Authority, and or fails to satisfy, or no longer satisfies, the licensing, planning and quality requirements of the Landlord and/or the Authority, to undertake an activity at the Premises in compliance with the Permitted Use.

5.2.7 The Tenant failed to commence its business operations in the Premises within **six (6) months** of the Commencement Date in accordance with clause 3.4.1.

5.3 If this Lease is terminated in accordance with any of clauses 5.1 or 5.2 above, then all sums paid by the Tenant to the Landlord shall be forfeited and the Landlord shall have the lawful right and entitlement to repossess the Premises and to let, dispose or sell the Premises to a third party in such a manner and at such a price as the Landlord deems fit. (In addition to the Tenant's obligation to pay all and any delayed payments and/or outstanding to the Landlord under this Lease).

5.4 the Tenant shall have the right to terminate this Lease by providing a **six (6) months** prior written notice to the Landlord. And the tenant shall be obliged in this case of early termination also to pay to the landlord an additional penalty fee equal to the value amount of the sum of **six (6) months'** Rent.

6. GENERAL PROVISONS

6.1 Parking

The Tenant shall be allocated parking space in the manner set out in the Lease Agreement provided at all times during the validity of this Lease Without prejudice to the Landlord's rights and remedies under this Lease and the applicable laws.

6.2 Service Charge Adjustment

The Landlord is not under any obligation to the Tenant to continue to provide all the services for which the Service Charge is levied and may in its discretion vary, extend, alter or add to the services for which the Service Charge is levied, and increase the Service Charge accordingly by giving **one (1) month** notice to the Tenant, if the Landlord considers that by so doing the amenities in the Building may be improved and/or the management of the Building will be more efficiently conducted or if the Landlord's expenditure upon such services (including, in particular, utilities charges) increases from time to time.

6.3 Building Improvement

The Landlord shall have the right from time to time, for the purpose of the development and overall interest of the Building to improve, extend or in any manner whatsoever alter or deal with the Building and make any modification or changes, provided that in exercising such a right the Landlord will endeavour to cause as little inconvenience to the Tenant as is practicable in the circumstances. In the event that the Landlord deems it necessary to relocate the Tenant from its Premises, the Landlord shall provide the Tenant (without additional charge, and without any changes to the Lease's terms and prices) with an alternative and equivalent premises within DHCC complete with fittings of an equivalent standard to those in the Tenant's Premises. The Tenant covenants to comply with the same and accepts that it shall have no right of compensation for such relocation.

6.4 Removal of Tenant's Items

6.4.1 If, after the Tenant has vacated the Premises following the Expiry Date or earlier termination of this Lease for any reason, any assets, materials, and/or items related to the

Tenant remains in the Premises and the Tenant fails to remove it/them immediately on or before the handover date, these assets, materials, and/or items shall be considered as abandoned by the Tenant and the Landlord can in this case dispose all such assets, materials, and/or items as the Landlord deems fit without any liability or responsibility of the Landlord in this regard.

6.4.2 The Tenant indemnifies and shall keep indemnified the Landlord against any liability incurred by the Landlord to any third party whose property has been sold by the Landlord in the bona fide mistaken belief (which is to be presumed unless the contrary be proved) that it belonged to the Tenant.

6.5 Competition

Nothing within this Lease or in any of the negotiations leading up to this Lease is to be construed as an undertaking, representation or promise by the Landlord to restrict in any way the letting of any premises within DHCC by the Landlord to direct or indirect competitors of the Tenant.

6.6 Notices

Any notice, communication or demand to be given or made by or to the Landlord or the Tenant under this Lease shall be in writing and shall be delivered personally or sent by registered mail, electronic mail, courier or by fax, to the Party due to receive such notice at the Tenant's Contact Address or the Landlord's Contact Address as the case may be as set out in the Lease Agreement (or such other address as either Party may advise the other in writing). Any such notice, communication or demand given or made by registered mail shall be deemed to have been received **seven (7) days** after the date of posting, or in case of hand delivery upon written acknowledgement of delivery made by or on behalf of the Party to whom the notice was addressed or when left at the address set out in the Lease Agreement (or as either Party may notify the other in writing), or in the case of a courier upon written acknowledgement of delivery made by or on behalf of the Party to whom the notice was addressed, or in the case of a fax transmission upon receipt of a valid transmission report, or in the case of electronic email at the date of electronic receipt by the receiving Party.

6.7 No Waiver

Failure by either Party on any occasion to insist upon observance or performance by the other Party of any covenant or obligation herein contained shall not amount to a waiver of such breach or acceptance or such variation by a Party. Furthermore, no waiver by either Party of any breach of any covenant, obligation or provision in this Lease express or implied shall operate as a waiver of another breach of the same or of any covenant, obligation or provision of this Lease express or implied.

6.8 Headings

The headings used in these Lease Terms are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of the Lease.

6.9 Successors

The provisions of these Lease Terms shall extend to and be binding upon the Landlord and the Tenant and their respective successors and permitted assigns.

6.10 Consent

Neither Party shall unreasonably withhold or delay its consent with respect to any matter for which either Party's consent is required under this Lease.

6.11 No variation

No amendment to this Lease shall be valid unless it is made in writing and executed by each Party's authorised representatives.

6.12 Severability

The invalidity, illegality, or unenforceability of any provisions of this Lease shall not affect the continuation in force of the remainder of this Lease.

6.13 Counterparts

This Lease may be executed in any number of counterparts each of which when executed by the authorized signatory of each Party and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument. {The Parties hereby also agree that the execution of this Lease if happened by way of secured electronic/digital signature by the authorized signatory in accordance with the applicable laws of the United Arab Emirates and particularly the "UAE Federal Law No. (1) of the year 2006 On Electronic Commerce and Transactions" shall be also valid and has full force and effect}.

6.14 Confidentiality

All information concerning the negotiations, or the commercial or legal terms and conditions of this Lease, other than the existence of this Lease, shall be kept confidential by the Parties and shall not be disclosed by either Party to any third party except as may be required by any law, court order or governmental agency, and except on a need-to-know basis, to each Party's accountants, auditors, and legal representatives. The terms of this clause 6.14 shall survive the expiration or termination of this Lease.

6.15 Governing Law

This Lease is construed in accordance with, and shall be interpreted and governed by, the laws and regulations of the UAE and the Emirate of Dubai applicable in DHCC and their amendments.

6.16 Disputes Resolution

Any disputes arising out of and/or in relation to this Lease shall be referred to the exclusive jurisdiction of the "**Rental Disputes Center**" at "**Dubai Land Department"**, which resolutions shall be final and binding to the Parties hereof.

6.17 Language

This Lease has been negotiated and drafted in the English language. In the event of any dispute resolution, litigation or other formal process, the English text shall prevail over any translation and be conclusive in any questions as to the meaning or interpretation thereof.

6.18 Entire Agreement

This Lease constitutes the entire agreement between the Parties relating to the Lease of the Premises and supersedes all related prior understandings or agreements.

6.19 The Landlord reserves the right to update, upgrade, amend, change, and/or modify these terms and conditions at any time, and the same shall be applicable to the Tenant upon notification from the Landlord.

6.20 these Lease Terms and related schedules constitute integral Part of the Lease and should be read together, and the Tenant's signature on the Lease Agreement indicates and confirms its/his/her full awareness, acknowledgement, and acceptance of these Lease Terms and their amendments from time to time as stipulated hereof, and as further stipulated in the Lease Agreement.

FIRST SCHEDULE

Floor Allocation

The tenant hereby irrevocably and unconditionally confirms and admits that he has received from the Landlord the complete information and data of this schedule and that he has reviewed them together with these Lease terms and accepted them and their contents.

SECOND SCHEDULE

CD of Mechanical, Electrical and Plumbing Drawings

The tenant hereby irrevocably and unconditionally confirms and admits that he has received from the Landlord the complete information and data of this schedule separately via a CD , and that he has reviewed them together with these Lease terms and accepted them and their contents.