

**ABU DHABI FREE ZONE (ADFZ)**  
**BUSINESS LICENSING REGULATIONS**

**DEC 2011**

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## PART 1

### APPLICATION AND INTERPRETATION

#### 1. Short title, legislative authority and commencement

- 1.1 These Regulations are to be referred to as Business Licensing Regulations as the same may be amended from time to time.
- 1.2 These Regulations are issued by Abu Dhabi Ports Company (**ADPC**) in fulfilment of its obligations under Article 4 of Emiri Decree No 6 of 2006 in respect of the establishment of Abu Dhabi Ports Company as a Public Joint Stock Company.
- 1.3 These Regulations are made on and come into force on 01 May 2011 and will apply in the jurisdiction of Khalifa Industrial Zone Abu Dhabi, Free Zone Areas until such time as they are revoked by ADPC.

#### 2. Interpretation

2.1 In these Regulations, the following words and expressions shall have the meaning set out below:

- (i) **ADPC** means Abu Dhabi Ports Company PJSC or any other entity or company designated by it (including ADFZ) to carry out its functions under these Regulations and the Registration Regulations;
- (ii) **Applicable Law** means :
  - (i) the laws enacted or to be enacted either in the Emirate of Abu Dhabi or by the Federal legislature of the UAE;
  - (ii) the regional and/or international laws that UAE is a signatory to;
  - (iii) any other relevant laws, decrees and/or regulations that relate to or govern ADFZ or any of the matters referred to in other regulatory instruments published by ADPC ;
  - (iv) all regulations, orders, codes of practice or delegated or subordinate legislation made under the items specified in (i), (ii) and (iii); and
  - (v) all building regulations, fire and safety regulations and the regulations, requirements and by-laws of any municipality, local authority, national or public utility company or other authority in the Emirate of Abu Dhabi with whose system Improvements on a Plot are or will be connected.
- (iii) **Associated Body** means any body corporate which is:
  - (i) a holding company, subsidiary or affiliated company of the Licensee;
  - (ii) a subsidiary of a holding company of the Licensee;
  - (iii) a holding company of a subsidiary of the Licensee; or
  - (iv) a body corporate in the case of which a Controller of the Licensee along or with associates is entitled to exercise, or control the exercise of, more than fifty (50) per cent of the voting power at a general meeting;

- (iv) **Board** means the Board of ADPC, as appointed in accordance with the Decree;
- (v) **Branch** or **Branch Office** means a branch office, incorporated in ADFZ pursuant to the Companies Registration Regulations, of an overseas company, UAE company or other entity incorporated or formed outside ADFZ pursuant to the laws and regulations applicable in the place of incorporation or formation, as the case may be;
- (vi) **Business** means any of the permitted activities carried out in ADFZ pursuant to these Regulations;
- (vii) **Business Day** means any calendar day except for a Friday or Saturday, or any statutory or public holiday observed in the UAE;
- (viii) **Business Records** means, in regards to a particular Licensee, all documents, information, records and materials pertaining to the operation of the Licensed Business of the Licensee, as may be specified by ADPC from time to time;
- (ix) **CEO** means the Chief Executive Officer of ADPC, as appointed by the Board;
- (x) **Controller**, in relation to a Licensee, means a Person who, either alone or with any associate or associates:
  - (i) holds more than fifty (50) per cent. of the shares in the Licensee or in another Person of whom the Licensee is a subsidiary company;
  - (ii) is entitled to exercise or control the exercise of more than fifty (50) per cent of the voting power at any general meeting of the Licensee or another Person of whom the Licensee is a subsidiary; or
  - (iii) is able to exercise material influence over the management and business affairs of the Licensee or another Person of whom the Licensee is a subsidiary,
 and **Controlling** and **Controlled** shall have a corresponding meaning;
- (xi) **Date of Grant** means the date upon which a Licence is granted by ADPC;
- (xii) **Decree** means the Decree No 6 of 2006 in respect of the establishment of Abu Dhabi Ports Company "Public Joint Stock Company" as amended from time to time;
- (xiii) **Director** shall have the meaning assigned to it in the Companies Registration Regulations;
- (xiv) **Individual** means a natural person;
- (xv) **ADFZ** means Abu Dhabi Free Zone LLC with Commercial License No CN-1280435 and those areas located within Khalifa Industrial Zone Abu Dhabi designated as free zones by Executive Council Resolution No.59 of 2010 (concerning land plots designated for Abu Dhabi Ports Company as a free zone area), as such areas may be varied or extended from time to time and such other areas in Khalifa Industrial Zone Abu Dhabi as may be designated as free zones from time to time;
- (xvi) **Licence** means any licence issued by ADPC pursuant to these Regulations and includes a Temporary Licence, Provisional License or Permanent License;
- (xvii) **Licensed Business** means the Business which a Licensee is permitted to operate in ADFZ pursuant to its Licence;

- (xviii) **Licensee** means a Person licensed under these Regulations to operate a Business in ADFZ as specified in the Licence;
- (xix) **Manager** means the manager of a Licensee as described in Clause 11 of Part 2 of these Regulations;
- (xx) **Officers** means any individuals appointed by ADPC pursuant to Clause 6 of Part 3 of these Regulations;
- (xxi) **Permanent Licence** means a Licence issued by ADPC in accordance with Clause 6.7 of Part 2 of these Regulations;
- (xxii) **Restricted Use Licence** means a Licence issued by ADPC in accordance with Clause 6.7 of Part 2 of these Regulations;
- (xxiii) **Person** means an Individual or any legal, commercial or governmental entity or association and includes any of their respective legal representatives, successors and lawful assigns;
- (xxiv) **Register** means the register of Licences maintained by ADPC under Clause 1 of Part 7 of these Regulations;
- (xxv) **Relevant Authority** means as the context requires, the relevant and competent governmental and/or local authority and/or any service provider prescribed or approved by ADPC and having jurisdiction over the ADFZ (including the relevant utility authorities or providers) in each case having jurisdiction over the relevant matter including, (as applicable) the Department of Planning and Economy, the Land Registration Department of the Abu Dhabi Municipality, the EAD, the Urban Planning Council, the Critical National Infrastructure Authority or any other ministry, department, body, tribunal or local authority having jurisdiction over ADFZ;
- (xxvi) **Companies Registration Regulations** means the ADFZ Companies Registration Regulations in force from time to time;
- (xxvii) **Regulations** means these Business Licensing Regulations;
- (xxviii) **Tenure Document** means any preliminary agreements, musataha agreements, leasing agreements, rights of easement and any other documents pursuant to which ADPC grants an interest in land or a contractual lease right over premises in the Khalifa Industrial Zone Abu Dhabi/ADFZ to a Person.
- (xxix) **Temporary Licence** means a Licence issued by ADPC in accordance with Clause 6.6 and 6.7 of Part 2 of these Regulations;
- (xxx) **Term** means the period of time commencing on the Date of Grant for which the Licence remains in force and any renewal of the same in accordance with these Regulations;
- (xxxi) **UAE** means the Federal State of the United Arab Emirates.

2.2 In constructing and interpreting these Regulations, unless the context otherwise requires:

- (i) references herein to individual Clauses are to be read as references to the clauses of these Regulations;

- (ii) the headings used in these Regulations are included for convenience of reference only and shall not impact the construction or interpretation of these Regulations;
- (iii) references in these Regulations to time periods are to be construed in accordance with the Gregorian calendar;
- (iv) words importing the singular include the plural and vice versa, and words importing one gender include the other gender and vice versa;
- (v) words **including** and **include** shall be construed without limitation; and
- (vi) the terms **holding company**, **subsidiary** and **affiliated company** shall have the meaning assigned to them in the Companies Registration Regulations.

2.3 In determining whether an Individual is a "fit and proper person" to hold any particular position, regard shall be had to his probity, competence and soundness of judgement for fulfilling the responsibilities of that position, the diligence with which he is fulfilling or likely to fulfil those responsibilities, and whether the interests of existing or potential customers, investors or counterparties are, or are likely to be, in any way compromised or adversely affected by his holding that position.

2.4 These Regulations shall be read in conjunction with the Companies Registration Regulations and any other relevant regulatory instruments published by ADPC from time to time.

## **PART 2**

### **LICENSING OF BUSINESS**

#### **1. Persons entitled to operate a Business**

- 1.1 Subject to the provisions of these Regulations, a Person shall not operate (or purport to operate) any Business in ADFZ without a Licence from ADPC unless exempted in accordance with a decision issued pursuant to Clause 1.2 of this Part 2.
- 1.2 ADPC may, by a decision of the Board, publish from time to time the categories of Business for which a Licence may be issued or which may be exempted from the obligation to obtain a Licence in ADFZ.
- 1.3 Any exemption granted pursuant to a decision issued under Clause 1.2 of this Part 2 may provide that such exemption shall be subject to one or more conditions or requirements as may be specified by ADPC from time to time.

#### **2. Person eligible to apply for a Licence**

For the purposes of these Regulations, the following Persons are eligible to apply for a Licence to operate a Business in ADFZ:

- (i) a legal entity incorporated in ADFZ in accordance with the Companies Registration Regulations;
- (ii) a Branch maintained in ADFZ, where such Branch has been duly registered in accordance with the Companies Registration Regulations; or
- (iii) a Person located outside the geographical boundaries of ADFZ pursuant to a resolution of the Executive Council of the Emirate of Abu Dhabi.

#### **3. Licence applications**

3.1 An application for a Licence to operate a Business in ADFZ must:

- (i) be made to ADPC in such form and manner as ADPC may require;
- (ii) describe the types of Business proposed to be carried on;
- (iii) nominate and appoint a Manager;
- (iv) contain, or be accompanied by, such information, documentation or particulars, verified in such manner as ADPC may require or request at any time on or after the date of application;
- (v) be accompanied by such fees as may be prescribed by ADPC; and
- (vi) be duly signed by or on behalf of the applicant.

3.2 At any time after receiving an application and before determining whether or not to grant the Licence applied for therein, the applicant or any Person who is or is to be a Director, Controller or Manager of the applicant shall provide any additional information or documents as ADPC may in its discretion require for the purpose of determining or processing the application.

3.3 The applicant for a Licence may withdraw the Licence application, by providing ADPC with written notice, at any time before the Date of Grant, provided that if an application is withdrawn any fees paid to ADPC will not be refunded to the applicant.

#### **4. Categories of available Licenses**

4.1 ADPC shall issue Licenses in accordance with the nature of the activities by the Licensee. Licenses shall be issued in the following approved categories:

**(i) Industrial License:**

an industrial license permits import of raw material, manufacturing, processing, assembling, packaging and export of intermediate and/or finished product and such other industrial activities as are permitted and published by ADPC;

**(ii) Trading License:**

a trading license permits trading activities that include import, export, distribution, stocking, warehousing of products and items specified on the License and such other trading activities as are permitted and published by ADPC

**(iii) Service License:**

a Service License permits service activities permitted and published by ADPC.

4.2 Licenses will not be issued to Licensees who do not have a valid Tenure Document.

4.3 Licensees whose activities fall under different categories shall obtain separate Licenses for each category of activity.

#### **5. Payment of Licence fees**

5.1 The applicant or Licensee, as the case may be, shall pay to ADPC such fees in respect of the issue or renewal of the Licence as ADPC may prescribe in tariffs published from time to time.

5.2 Payment of all fees required pursuant to this Clause 5 shall be made in such manner and form and at such times as ADPC may specify.

#### **6. Grant or refusal of Licence to applicants**

6.1 ADPC may, on an application duly made in accordance with Clause 3 of this Part 2 and after being provided with all such information and documents as it may require under that Clause, grant or refuse the Licence as ADPC, in its absolute discretion, considers appropriate.

6.2 Without prejudice to the generality of Clause 6.1 of this Part 2, ADPC may not grant a Licence unless it is satisfied that:

(i) the individual who is nominated as a Manager of the applicant or who is a Director of the applicant is a fit and proper person to hold the position of a Manager or a Director of the applicant;

(ii) the applicant is a Person duly incorporated or organised with legal capacity and authority to enter into the application;



(iii) the applicant is not a Person whose objects are wholly or mainly of a political or religious nature; and

(iv) the applicant is a Person whose activities are consistent with the ADFZ vision.

6.3 In considering whether to grant a Licence applied for under these Regulations, ADPC shall additionally have regard to the need to protect the public, environment and the reputation of ADFZ, and ADPC may decide on the application by reference to any other factor (including Applicable Law) appearing to ADPC to be appropriate.

6.4 Where ADPC grants a Licence it shall give written notice of that fact to the applicant.

6.5 The Licence shall be granted for the Term of one (1) year commencing on the Date of Grant, unless otherwise specified in the Licence or other regulatory instruments issued by ADPC from time to time.

6.6 Without prejudice to the generality of Clause 6.5 of this Part 2, ADPC may grant a Temporary Licence to an applicant who will operate a Business from ADFZ in connection with exhibitions or other limited duration events specified in the Temporary Licence.

6.7 Where a Tenure Document requires a Person to fulfil certain conditions prior to the grant of an interest in land or where the licensed activities of such Person require prior approval from Relevant Authorities, ADPC may grant Temporary or Restricted Use Licences prior to the grant of a Permanent Licence (provided that the relevant conditions are satisfied in accordance with the terms of the Tenure Document and/or necessary approvals are secured from such Relevant Authorities).

6.8 A Licence issued under these Regulations shall state:

(i) the name of the Licensee;

(ii) the Date of Grant;

(iii) the Term of the Licence, if applicable;

(iv) the name of the Manager;

(v) the category or categories of Business to be undertaken by the Licensee; and

(vi) such other matters, including any restrictions or conditions attached to the Licence, as may be specified by ADPC.

6.9 Where ADPC refuses to accept an application for a Licence it shall give written notice of that fact to the applicant.

6.10 If ADPC refuses to grant a Licence, ADPC shall give written notice of that fact to the applicant.

6.11 Upon issue of a License, the Licensee shall conduct Business in compliance to the provisions of Clause 3 of Part 7.

## **7. Power to vary Licence conditions**

ADPC may by a notice served on the Licensee vary the Licence in any respect provided that the Licensee has been given a reasonable opportunity to make representations to ADPC concerning the proposed variation.

## **8. Licence is not transferable**

- 8.1 The Licensee shall not assign, transfer, or otherwise dispose of the Licence, or all or any part of its rights, duties, liabilities, obligations or privileges under the Licence, to any Person except with the prior written consent of ADPC.
- 8.2 Without prejudice to the generality of the foregoing, such consent shall not be given unless ADPC is satisfied that the Person or Persons to whom it is proposed to assign, transfer or otherwise dispose of the Licence will be in a position to comply with Clause 3 of Part 7.

## **9. Licence Renewal**

- 9.1 A Licence granted under these Regulations is renewable in accordance with the terms set out in this Clause 9.
- 9.2 ADPC may, on an application duly made in accordance with Clause 9.4 of this Part 2 and after being provided with all such information and documents as it may require, grant or refuse the renewal of the Licence as ADPC, in its absolute discretion, considers appropriate.
- 9.3 Without prejudice to the generality of Clause 9.2 of this Part 2, ADPC may refuse to renew the Licence if the Licensee committed at any time any of the acts set out in Clause 13.2 of this Part 2.
- 9.4 An application to renew a Licence shall be made to ADPC no later than three (3) months prior to the end of the current Term of the Licence.
- 9.5 The Licence renewal fees shall be paid in accordance with Clause 5 of this Part 2. The Licensee shall pay all fees (unless otherwise part or whole of the fees in question is in dispute) from the Licensee to ADPC prior to ADPC renewing the License.
- 9.6 The Licensee shall submit any relevant documentation as required by the relevant regulatory instruments published by ADPC from time to time.
- 9.7 The renewal of the Licence shall be granted by ADPC for a period of one (1) year from the date of renewal, unless otherwise specified by ADPC, and shall be subject to such terms and conditions as ADPC may determine.
- 9.8 Where ADPC renews a Licence, it shall give written notice of that fact to the applicant.
- 9.9 If ADPC refuses to renew a Licence, ADPC shall give written notice of that fact to the applicant and may provide the applicant with a written statement of reasons for the refusal of the Licence renewal.
- 9.10 Temporary Licences are not renewable.

## **10. Role of the Manager**

- 10.1 Every Person granted a Licence shall appoint a Manager, who shall be an Individual and who shall be empowered to manage and conduct the day-to-day operations, business and affairs of the Licensee.
- 10.2 The Manager shall be the main representative of the Licensee in ADFZ and shall represent the Licensee in all matters with ADPC.

## **11. Imposition of conditions on Licences**

- 11.1 ADPC may, at any time on or after the Date of Grant, by notice in writing served on the Licensee:

- (i) impose such conditions or restrictions as appear to ADPC to be necessary or desirable in respect of the Licence or the Licensee; and
- (ii) vary or revoke any condition or restriction so imposed,

provided, in each case, that the Licensee has been given a reasonable opportunity to make representations to ADPC concerning the proposed imposition, variation or revocation.

11.2 Where ADPC imposes, varies or revokes a condition or restriction pursuant to Clause 11.1 of this Part 2, ADPC may provide the Licensee with a written statement of reasons for such conditions or restrictions.

## **12. Sanctions**

Where ADPC discovers any violation of the provisions of these Regulations or any other regulatory instruments issued by ADPC, it may, without prejudice to ADPC's powers under Clause 13 of this Part 2 to revoke or suspend the Licence, impose any or all of the following sanctions on the Person or Licensee concerned:

- (i) a warning with an order to cease the violation;
- (ii) an order that the Person or Licensee must broadcast or otherwise publish, through a third party acceptable to ADPC, ADPC's finding of a violation or such other correction as ADPC deems appropriate, in such form and manner as ADPC may determine at the expense of the Person or Licensee, provided that the Person or Licensee may, in such broadcasting or publication of ADPC's finding of a violation or a correction, announce that it is doing so pursuant to such order from ADPC;
- (iii) require the mandatory publication of the decision in one or more daily and/or weekly newspapers, as prescribed by ADPC, at the expense of the Person or Licensee;
- (iv) an administrative fine in such amount as may be specified by ADPC from time to time.

## **13. Revocation or suspension of a Licence**

13.1 A Licence may be revoked or suspended by ADPC at the request of the Licensee, subject to ADPC's consent to such revocation or suspension, provided that ADPC may, at its discretion, make such consent conditional upon the Licensee's compliance with such terms and conditions as may be prescribed by ADPC.

13.2 ADPC may, by notice in writing served on the Licensee, revoke or suspend the Licence:

- (i) if the Licensee has contravened Clause 3.1 of Part 7 of these Regulations;
- (ii) if the Licensee has furnished misleading or inaccurate information to ADPC under or for the purposes of any provision of these Regulations;
- (iii) if the Licensee has not paid any licence fee, registration fee, renewal fee or other fee, including any fine or fee for late payment due and payable in respect of its Licence or registration in ADFZ or if the Licensee has not paid any other amounts due to ADPC;
- (iv) if the Licensee is in breach of its obligations under a Tenure Document or an event of default has occurred under a Tenure Document;
- (v) if the Licensee has ceased to operate the Licensed Business in ADFZ;

- (vi) if the Licensee is carrying on a business other than or in addition to the Licensed Business or activities of a different category of Business to that set out in the Licence without first having obtained ADPC's express written approval;
- (vii) if the Licensee, or the Controller of the Licensee, has assigned the benefit and control of the Licensed Business to a third party without the express written consent of ADPC;
- (viii) on the order of any Relevant Authority;
- (ix) if there are serious indications that the Licensee is carrying on activities which may be damaging to the public, environment and the reputation of ADFZ;
- (x) if the Licensee becomes insolvent, applies for bankruptcy, or an order is made or a resolution passed for the bankruptcy, liquidation, administration, winding-up or dissolution of the Licensee or a trustee, liquidator, administrator or similar officer is appointed over all or any substantial part of the assets of the Licensee;
- (xi) in case of a purported transfer, assignment or other disposition of the Licence, or all or any part of its rights, duties, liabilities, obligations or privileges under the Licence, in violation of Clause 8.1 of this Part 2;
- (xii) in case of a failure to notify ADPC in violation of Clause 2.1 and Clause 3 of Part 3;
- (xiii) if the Licensee ceases to comply with the criteria set out in Clause 6.2 of this Part 2;
- (xiv) if the Licensee does not obtain, in accordance with Clause 3.2 of Part 7, or fails to maintain during the term of the Licence, all permits, authorisations and licences which may be required by any Relevant Authority, including ADPC, or under any Applicable Law in order to operate the Licensed Business; or
- (xv) on any other ground which ADPC may specify from time to time as a ground for the revocation of a Licence.

13.3 ADPC may, by notice in writing served on the Licensee, suspend a Licence for any of the reasons set out in Clause 13.2 of this Part 2, and such suspension shall last for a period of time specified by ADPC or until the occurrence of a specified event or until any conditions specified by ADPC are complied with.

13.4 If ADPC revokes or suspends a Licence pursuant to Clause 13.2 or 13.3 of this Part 2, as the case may be, ADPC shall provide the Licensee with a written statement of reasons for such revocation or suspension.

#### **14. Limitations of Licence**

No Person shall operate (or purport to operate) any business in the UAE outside ADFZ solely on the basis of a Licence issued by ADPC under the provisions of these Regulations.

#### **15. Review of a decision by ADPC**

Where any Person materially affected by a decision of ADPC made under these Regulations does not agree with such a decision of ADPC, they may avail themselves of the review procedure under Part 8 of these Regulations.

## **PART 3**

### **PROVISION OF INFORMATION**

#### **1. Obligation for truthful, honest and complete disclosure**

Every applicant or Licensee, as the case may be, shall be truthful, honest, accurate and complete in regards to the provision of all documents and information required or requested by ADPC at any time during the application process or the Term of the Licence or pursuant to any provision of the Decree, these Regulations or any other regulatory instruments issued by ADPC.

#### **2. Notification of change of Manager, change of share capital and other changes to the nature and structure of the Licensee**

2.1 The Licensee shall notify ADPC forthwith in writing and provide detailed information if:

- (i) an Individual has become or has ceased to be the Manager of the Licensee, in which case the Licensee shall also request that ADPC modify its Licence accordingly;
- (ii) there is an intention to change the share capital of the Licensee;
- (iii) the Licensee, any Person of which the Licensee is the Controller or any Person which is the Controller of the Licensee intends to acquire all or a substantial part of the shares or assets of another Licensee;
- (iv) the Licensee becomes aware that any order is made or any resolution is passed or other action is taken for the dissolution, termination, liquidation (whether compulsory or voluntary), or winding-up of the Licensee or the Licensed Business or a liquidator, trustee, administrator or similar officer is appointed over all or any substantial part of the assets of the Licensee or the Licensed Business; or
- (v) the Licensee becomes aware of changes, transactions or events, or proposals for such changes, transactions or events affecting shareholdings in the Licensee, any Person which is the Controller of the Licensee or an Associated Body of the Licensee, or the Directors of the Licensee or the Directors of any Person which is the Controller of the Licensee.

2.2 A notice required to be given under Clause 2.1 of this Part 3 shall be given within a period of ten (10) Business Days immediately following the day on which the Licensee becomes aware of or reasonably ought to have known of the relevant fact or circumstances or receives serious indications that any such relevant fact or circumstances will occur.

#### **3. Other Notifications**

3.1 Without prejudice to Clause 2 of this Part 3, ADPC may make rules requiring Licensees to provide ADPC with notice of the occurrence of any such additional events or circumstances as may be specified in the rules.

3.2 Without prejudice to the generality of Clause 3.1 of this Part 3, rules under this Clause 3 may relate to:

- (i) the nature of the Licensed Business;
- (ii) the nature of any other activities carried on with or for the purposes of the Licensed Business;

- (iii) any proposal of a Licensee to alter the nature or extent of any Licensed Business;
- (iv) changes in key personnel; and
- (v) the financial position of a Licensee with respect to any Licensed Business;
- (vi) relevant health, safety, security and environmental information required by other regulatory instruments published by ADPC from time to time.

3.3 Rules under this Clause 3 may require information to be given in a specified form and to be verified in a specified manner.

#### **4. Power to obtain information and documents**

4.1 ADPC may, by notice in writing served on a Licensee, require the Licensee to provide ADPC:

- (i) at such times or intervals and in respect of such periods as may be specified in the notice, with such information as ADPC may reasonably require for the performance of its functions under these Regulations or any other regulatory instruments issued by ADPC; or
- (ii) with a report, in such form or manner as may be specified by ADPC, on any aspect of any matter in relation to which ADPC may require information under paragraph (i) of this Clause 4.1.

4.2 ADPC may:

- (i) by notice in writing served on a Licensee, require it to produce, within such time as may be specified in the notice, documents of such description as may be so specified, including any Business Records of the Licensee;
- (ii) by notice in writing served on a former Licensee, require it to produce, within such time as may be specified in the notice, such Business Records as ADPC may require; or
- (iii) authorise any of its officers, servants or agents, on producing evidence of their authority, to require a Licensee to furnish them forthwith with such information and documents as may be specified by ADPC.

4.3 Where under Clause 4.2 of this Part 3 ADPC or any officer, servant or agent of ADPC has power to require the production of any documents from a Licensee or former Licensee, ADPC or that officer, servant or agent shall have the like power to:

- (i) require the production of those documents from any employee of the Licensee or former Licensee, whom ADPC or that officer, servant or agent has reasonable grounds to believe is in possession of such documents, or any of them; and/or
- (ii) petition any Relevant Authority to require the production of those documents from the Licensee or former Licensee or an employee of the Licensee or former Licensee whom ADPC or that officer, servant or agent has reasonable grounds to believe is in possession of such documents, or any of them.

4.4 The power conferred by this Clause 4 to require a Licensee, former Licensee or other Person to produce any documents includes the power:

- (i) if the documents are produced, to take copies of them or extracts from them and to require that the Licensee, former Licensee or other Person, as the case may be, provide an explanation of them; and
- (ii) if the documents are not produced, to require the Licensee, former Licensee or other Person who was required to produce them to state, to the best of his knowledge and belief, where they are.

4.5 ADPC may, by notice in writing served on any Individual who is or is to be a Manager of a Licensee, require him to furnish ADPC, within such time as may be specified in the notice, with such information or documents as ADPC may reasonably require for determining whether he is a fit and proper person to hold the particular position which he holds or is to hold.

## **5. Right of entry to obtain information and documents**

An officer, servant or agent of ADPC may enter any premises within ADFZ occupied by a Person on whom a notice:

- (i) has been served under Clause 4 of this Part 3 for the purposes of obtaining the information or documents required by the notice and of exercising the powers conferred by said Clause 4; or
- (ii) could be served under Clause 4 of this Part 3, for the purpose of obtaining such information or documents as are specified by ADPC, being information or documents that could be required by a notice; but ADPC shall not authorise any Person to act under this paragraph (b) unless it has reasonable cause to believe that if such a notice was served it would not be complied with or that any documents to which it would relate would be removed, tampered with or destroyed.

## **6. Right of inspection**

An officer, servant or agent of ADPC may enter any premises within ADFZ occupied by a Person. The Person must permit ADPC (or persons authorised by it) at all reasonable times, by prior appointment or upon reasonable written notice being given to the Person (except in emergencies when no notice is required), to verify compliance with the Regulations.

## **7. Investigations on behalf of ADPC**

7.1 ADPC may, upon providing written notice to the Licensee concerned, appoint one or more Officers or authorised agents to investigate and report to ADPC on:

- (i) the nature, conduct or state of the Licensed Business or any particular aspect of it;
- (ii) the ownership or control of the Licensee; or
- (iii) any such other matter relevant to determining whether the activities of a Licensee are in compliance with the terms of these Regulations, all rules issued under these Regulations, all conditions of the Licence and any other regulatory instruments issued by ADPC.

7.2 An Officer may also investigate the business of any Associated Body of a Licensee if such Officer has reasonable and objective grounds to conduct such investigation, provided that such Associated Body falls within the jurisdiction of ADPC in accordance with the Decree or Applicable Law.

- 7.3 An Officer may, for the purposes of exercising his powers under this Clause 6, enter any premises within ADFZ occupied by a Licensee being investigated by him; but he shall not do so without prior notice in writing unless he has reasonable cause to believe that if such notice were given any documents whose production could be required would be removed, tampered with or destroyed.
- 7.4 An Officer and/or authorised agents shall, if so requested, produce evidence of his authority.



## **PART 4**

### **CONDUCT OF BUSINESS RULES**

#### **1. Products, Goods and Services Prohibited & Restricted in ADFZ**

- (a) It shall be prohibited to acquire, keep, warehouse or enter the following products, goods and services into ADFZ:
- (i) any products, goods or services boycotted by any Relevant Authority;
  - (ii) any goods, products or services prohibited by Applicable Law; and
  - (iii) any products, goods or services that are restricted by any Relevant Authority and for which prior approval from any such Relevant Authorities has not been obtained for such products, goods or services to be imported or contracted as applicable.

#### **2. Conduct of business rules**

2.1 ADPC may, by a decision of the CEO, make rules regulating the conduct of Business and other activities carried on in ADFZ.

2.2 Rules under this Clause 2 may in particular (but without any limitation) make provision for:

- (i) restricting a Person from operating, or holding himself out as operating:
  - (i) a Business of any kind specified in the rules; or
  - (ii) business activities of a kind or on a scale other than that notified by him to ADPC and approved by ADPC;
- (ii) restricting a Person from providing services in relation to Persons other than those of a specified class or description;
- (iii) regulating the manner in which a Person may hold himself out as providing any Business activities;
- (iv) regulating the form and content of advertisements in respect of any Business activity;
- (v) requiring Licensees to impose requirements and/or restrictions on the Business activities provided by their employees and subcontractors and services provided by their employees and subcontractors in relation thereto;
- (vi) arrangements for the settlement of disputes; and
- (vii) requiring the keeping of Business Records or other records, as to their form and content and for their inspection.

2.3 Clause 2.2 of this Part 4 is without prejudice to the generality of Clause 2.1 of Part 4 and accordingly rules promulgated under this Clause 2 may make provision for matters other than those mentioned in Clause 2.2 of this Part 4 or further provision as to any of the matters there mentioned.

**3. Financial resources rules**

ADPC may make rules requiring certain Licensees to have and maintain in respect of their Business such financial resources as are required by such rules.

**4. Retention and production of Business Records**

4.1 All Licensees shall adopt procedures acceptable to ADPC for the retention and maintenance of all Business Records, and shall retain all such Business Records for as long as the Licensee is operating in ADFZ, and for a minimum period of ten (10) years after the Licensee ceases to operate in ADFZ.

4.2 All Licensees shall adopt procedures acceptable to ADPC for the retention and production of any such other documents, records or materials as ADPC may determine from time to time.

## **PART 5**

### **TRADE NAMES AND TRADEMARKS**

#### **1. Rules about trade names and trademarks**

1.1 ADPC may, by a decision of the CEO:

- (i) make rules specifying when a trade name or trademark may not be used in ADFZ, in connection with any Licensed Business or otherwise; and
- (ii) require any applicant or Licensee, as the case may be, to provide ADPC with any such information in regards to a trade name or trademark as ADPC may require.

1.2 Without prejudice to the generality of Clause 1.1 of this Part 5 where, during the Term of a Licence, a Licensee proposes to (i) change any trade name or trademark it uses for the purposes of or in connection with any Licensed Business; or (ii) use a trade name or trademark for its Licensed Business that is different from the legal name of the Licensee, it shall give notice in writing to ADPC of the proposed trade name or trademark.

**PART 6**  
**INFORMATION**

**1. Restrictions on disclosure of information**

Subject to the provisions of Clause 2 of this Part 6:

- (i) no Person who receives information relating to the Licensed Business or other affairs of any Person under or for the purposes of these Regulations or any other regulatory instruments issued by ADPC; and
- (ii) no Person who obtains any such information directly or indirectly from a Person who has so received it;

shall disclose the information without the written consent of the Person to whom it relates and (if different) of the Person from whom it was so obtained.

**2. Cases where disclosure is permitted**

2.1 Clause 1 of this Part 6 does not preclude:

- (i) the disclosure of information which at the time of disclosure is or has already been made available to the public from other sources without a breach of a similar confidentiality obligation;
- (ii) the disclosure of information in the form of a summary or collection of information so framed as not to enable information relating to any particular or identifiable Person to be ascertained from it;
- (iii) the disclosure of information strictly for the purpose of enabling ADPC to perform the responsibilities and functions conferred upon it by these Regulations or any other regulatory instruments issued by ADPC;
- (iv) without prejudice to the generality of paragraph (iii) of this Clause 2, the disclosure of information by ADPC to the auditor of a Licensee if it appears to ADPC that the disclosure would enable or assist ADPC in performing its responsibilities or functions under these Regulations or any other regulatory instruments issued by ADPC, or would otherwise be in the public interest;
- (v) where ADPC considers it necessary in order to enable or assist it to perform its responsibilities or functions under these Regulations or any other regulatory instruments to seek advice from a qualified Person on any matter of law, accountancy or valuation or any other matter requiring the exercise of professional skill, the disclosure by ADPC to that Person of such information as appears to ADPC to be necessary to ensure that such Person is properly informed as to the matters on which his advice is sought;
- (vi) the disclosure by ADPC of limited information in the interests of customers, investors, counterparties or other Persons;
- (vii) the disclosure of information for the purpose of enabling or assisting a Relevant Authority in the exercise of its supervisory functions;

- (viii) the disclosure of information in compliance with, or for the purposes of enabling or assisting a Person to comply with, any requirement imposed by or under the Decree, these Regulations, any other regulatory instruments issued by ADPC or any order, regulation, guideline or rule made under any of them;
- (ix) the disclosure of information with a view to the instigation of, or otherwise for the purposes of, any criminal proceedings;
- (x) the disclosure of information in connection with any other proceedings arising out of these Regulations or any other regulatory instruments issued by ADPC or pursuant to the order of any Relevant Authority.

**3. Information supplied by a Relevant Authority**

Clause 2 of this Part 6 also applies in relation to information supplied to ADPC, for the purposes of performing its responsibilities or functions under these Regulations or any other regulatory instruments issued by ADPC or, by any Relevant Authority.

**PART 7**  
**MISCELLANEOUS**

**1. Register of Licences**

1.1 ADPC shall maintain a Register of Licences granted under these Regulations.

1.2 The Register shall include:

- (i) the names and addresses of Licensees;
- (ii) the name and contact details of Managers;
- (iii) the name of the Licensed Businesses;
- (iv) any restrictions or conditions imposed upon the Licensee; and
- (v) any other particulars as ADPC may decide from time to time.

1.3 The following parts of the Register shall be made publicly available in the form prescribed by ADPC:

- (i) the name of the Licensees;
- (ii) the registered address of the Licensees;
- (iii) the name and contact details of Manager; and
- (iv) the name of the Licensed Businesses.

**2. Suits and actions against ADPC**

2.1 No suit or action shall exist against ADPC or any Person acting on its behalf in respect of anything done or omitted to be done in ADPC's official capacity in good faith.

2.2 ADPC or any Person acting on its behalf shall not be required to prosecute, defend or take part in any proceedings outside ADFZ, provided that where ADPC chooses to do so, it shall be indemnified by or on behalf of the Person who has requested ADPC to do so.

**3. Compliance**

3.1 Every Licensee shall at all times comply with and conduct its affairs in all respects under and in accordance with the terms of:

- (i) the Applicable Law to the extent that such laws apply in ADFZ;
- (ii) the Tenure Document and any rules and regulations issued in relation to a Tenure Document;
- (iii) these Regulations;
- (iv) all rules issued by ADPC under these Regulations;

- (v) any order or direction issued by ADPC in respect of any matter, subject or thing which ADPC determines to be appropriate for the purpose of complying with the Decree, these Regulations, the Licence or the requirements of any Relevant Authority;
  - (vi) all conditions of the Licence or any other licence issued by ADPC under other regulatory instruments;
  - (vii) other regulatory instruments as may be issued by ADPC from time to time; and
  - (viii) any regulations, guidelines, rules, resolutions and judgments issued by any Relevant Authority.
- 3.2 Every Licensee shall, prior to the Date of Grant, obtain and at all times during the Term of the Licence maintain all permits, authorisations and licences which may be required under any Applicable law or regulation to operate the Licensed Business.
- 3.3 Every Licensee shall inform ADPC of any circumstances or events that would give rise to a breach of any obligations imposed on him under the Decree, these Regulations, the Licence or any other regulatory instruments issued by ADPC.
- 3.4 Every Licensee shall adopt procedures, and ensure that such procedures are observed by those involved in operating the Licensed Business, for the purposes of ensuring that the operation of the Licensed Business is conducted in compliance in all respects with the provisions of the Licence, the Decree, these Regulations, the guidelines and rules made pursuant to these Regulations, any other regulatory instruments issued by ADPC and any relevant international obligations, codes and guidance.
- 3.5 Notwithstanding the generality of the foregoing, every Licensee and, where the context requires, every applicant shall ensure that:
- (i) there are sufficient Persons involved in operating the Licensed Business who are adequately versed in the requirements of the Licence, the Decree, these Regulations, any other regulatory instruments issued by ADPC and the guidelines and rules made pursuant to any of them, or any relevant international obligations, codes and guidance and that such Persons are able to ensure compliance with such requirements on a day to day basis;
  - (ii) adequate arrangements exist for the immediate implementation of such general and specific direction as may from time to time be given to the Licensee or applicant by ADPC; and
  - (iii) in each department of the Licensee or applicant where any of the procedures referred to above are to be implemented, the member of staff responsible is of sufficient seniority to ensure immediate action and that issues relating to compliance may be brought, where necessary, directly before senior management for consideration.
- 3.6 The Licensee shall not be responsible to ADPC for any failure to comply with Clause 3.1 of this Part 7 caused by or arising from circumstances beyond its control, including fire, flood, act of God, war, terrorism, riot, rebellion, civil commotion, and power outage, but excluding strikes, labour disputes or malicious damage involving the employees of the Licensee and events caused by the wrongful act, neglect or default of the Licensee and acts and omissions of the Licensee's suppliers.
- 3.7 This Clause 3 also applies to any person exempted from holding a Licence in accordance with a decision issued pursuant to Clause 1.2 of Part 2 and, where required by the context, applicants for a Licence.

#### **4. Decisions are final**

All directions, orders or other decisions made by ADPC under these Regulations are final and can only be reviewed at the request of an applicant pursuant to Clause 15 of Part 2.

#### **5. Rules and Implementing regulations**

5.1 Without prejudice to the specific powers in certain Parts of these Regulations or of any regulatory instruments published by ADPC to prescribe matters or issue further rules, and notwithstanding the absence of such powers in certain other Clauses, ADPC may make further rules from time to time to prescribe any matter under these Regulations or under any regulatory instruments published by ADPC or for the better carrying out of these Regulations or any such regulatory instruments published by ADPC, including by amending or supplementing these Regulations or any instruments published by ADPC.

5.2 ADPC may amend the present Regulations or any regulatory instruments published by ADPC and/or issue new regulations, resolutions or regulatory instruments from time to time, as it deems appropriate.

5.3 Any power of ADPC under these Regulations or any regulatory instruments published by ADPC may be exercisable in accordance with this Clause 5 and includes the power to make different provisions for different cases.

#### **6. Publication of information and advice**

ADPC may publish information or give advice in such form and manner as it considers appropriate with respect to:

- (i) the operation of these Regulations, rules, and codes of practice or other regulatory instruments made or issued under these Regulations or any other regulatory instruments published by ADPC, including in particular the rights of customers or counterparties, the duties of Licensees and the steps to be taken for enforcing those rights or complying with those duties; and
- (ii) any other matters about which it appears to ADPC to be desirable to publish information or give advice for the protection of customers or counterparties or any class of customers, counterparties or other Persons.

#### **7. Agreements made by or through Licensees**

The fact that an agreement is entered into in contravention of these Regulations or any other regulatory instrument issued by ADPC shall not affect any civil liability in respect thereof.

#### **8. Notices and Service**

8.1 Any notices or documents to be served, given or sent under or in relation to these Regulations, the Licence or any other regulatory instrument issued by ADPC may be delivered by hand to the Person to be served or sent by prepaid courier service to his registered address or left at that address, and any such notification or document shall be deemed to have been served:

- (i) if so delivered or left, at the time of delivery or leaving; or
- (ii) if so sent by prepaid courier service, at the time the delivery is received at the registered address of the Person to be served.



8.2 In proving such service, it shall be sufficient to prove that delivery was made or that the envelope containing such notification or document was properly addressed, sent via prepaid courier service and left at the proper address, as the case may be.

8.3 Notices and documents may also be served or given by ADPC on or to the Licensee and by the Licensee on or to ADPC in such electronic form as ADPC may permit or prescribe from time to time.

**9. Language**

9.1 Any and all communications with ADPC (including any notices to be served under these Regulations and any other regulatory instruments issued by ADPC) shall be conducted in the English language.

9.2 Any and all information and documents to be provided under these Regulations or any other regulatory instruments issued by ADPC shall be provided in English or, if not in English, along with a translation to English.

## PART 8

### REVIEW OF A DECISION OF ADPC

#### 1. Right to Review

- 1.1 A Person who has applied for a License and is materially affected by a decision of ADPC made under the terms of these Regulations (**Affected Person**) shall have the right to request a review of that decision in accordance with the provisions of this Part 8.
- 1.2 The procedure set out in this Part 8 shall constitute the Affected Person's sole and exclusive right of redress in relation to a decision made by ADPC pursuant to these Regulations.
- 1.3 ADPC and the Affected Person shall at all times give full affect to the decision of ADPC notwithstanding that the Affected Person has initiated the review procedure contained in this Part 8.
- 1.4 ADPC shall establish an autonomous review committee (**Review Committee**) for the purposes of conducting reviews of ADPC's decisions pursuant to this Part 8.

#### 2. Request for Reasons

- 2.1 An Affected Person may, within 14 days of receiving notice of a decision made by ADPC under these Regulations (**Decision**), apply in writing to ADPC requesting a written statement setting out the reasons for the Decision.
- 2.2 Where such a request is made, ADPC will, as soon as practicable, and in any event within 14 days of the Affected Person's written request, prepare a statement which sets out the reasons for the Decision (**Statement of Reasons**) and provide a copy to the Affected Person.

#### 3. Review of decision

- 3.1 An Affected Person may, within 35 days of the date of the Decision being communicated to the Affected Person, apply by notice in writing to the Review Committee for a review of the Decision (**Application for Review**).
- 3.2 The Review Committee shall not be required to review any decision of ADPC unless the Application for Review is served on it within 35 days of the Decision being communicated to the Affected Person.
- 3.3 An Affected Person who makes an Application for Review must, as soon as practicable, and in any event within 48 hours of serving the Application for Review on the Review Committee, provide a copy of the application to ADPC.

#### 4. Review Committee procedure

- 4.1 The Review Committee shall have the power to decide its own procedure for the conduct of the review and shall act fairly, impartially and transparently in applying the provisions of these Regulations to the circumstances of the particular case.
- 4.2 The Review Committee's powers include the ability to:
  - (a) require documents to be produced by the Affected Person or ADPC; and

- (b) orally examine any Officer of ADPC, ADPC or any employee or officer of the Affected Person.
- 4.3 ADPC and the Affected Person shall co-operate fully and in good faith with the Review Committee and shall do all things reasonably necessary for the proper and expeditious conduct of the review.
- 4.4 The Review Committee must, within 45 days of receiving an Application for Review, or such other period as may be agreed in writing between ADPC, the Affected Person and the Review Committee, give written notice to the Affected Person and ADPC of its ruling. The Review Committee's ruling shall either:
  - (a) affirm the Decision; or
  - (b) withdraw or vary the Decision and set out such further steps (if any) in consequence of the withdrawal or variation as it may consider appropriate.
- 4.5 The Review Committee shall be required to give reasons for its ruling.
- 4.6 ADPC and the Affected Person will be bound by, will act in accordance with, and will give full effect to, the Review Committee's ruling notwithstanding any reference to the procedure set out in Clause 4.8 of this Part 8.
- 4.7 The Review Committee's ruling must include a statement to the effect that ADPC or the Affected Person may appeal the Review Committee's ruling to the Dispute must be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("**Rules**"), which Rules (as amended from time to time) are incorporated by reference into this Clause 4 of this Part 8.
- 4.8 In relation to any arbitration:
  - (i) the place of arbitration is to be Abu Dhabi;
  - (ii) there are to be three (3) arbitrators, each of whom must be disinterested in the arbitration and must have no connection with a party and each of whom shall be appointed in accordance with the Rules;
  - (iii) the language of the arbitration is to be English;
  - (iv) the parties hereby waive any right to refer any question of law and any right of appeal on the law and/or merits to any court, to the extent that this waiver is valid; and
- 4.9 Nothing in this Clause 4 of this Part 8 shall be construed as preventing any party from seeking conservatory or similar interim relief in any court of competent jurisdiction.

## **5. Notices and service**

- 5.1 Any notices or other documents to be served, given or sent under or in relation to procedures specified in this Part 8 may be delivered by hand to the person to be served or sent by prepaid courier service to his registered address or left at that address, and any such notification or document shall be deemed to have been served:
  - (a) if so delivered or left, at the time of delivery or leaving; or
  - (b) if so sent by prepaid courier service, at the time the delivery is received at the registered address of the person to be served.

- 5.2 In proving such service, it shall be sufficient to prove that delivery was made or that the envelope containing such notification or document was properly addressed, sent via prepaid courier service and left at the proper address, as the case may be.