

## AGENCY AGREEMENT (PUBLIC OFFER)

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19.06.2023

This Agency Agreement (hereinafter, the **Agreement**) shall govern relationships between Oskelly Trading LLC (hereinafter, **Oskelly**), registered under the laws of Dubai (UAE), with commercial register number 1732711, and legally capable physical persons of at least 21 years old and legal entities (hereinafter, the **Seller**) in connection with participation in relations between the Seller and the Buyer according to the Seller's orders/tasks. **Oskelly** also means its Branch the details of which are specified in section 10 of the Agreement and which may act on behalf of Oskelly Trading LLC during the execution of this Agreement.

Unconditional acceptance of the Agreement shall be the Seller's Registration on the Platform. As from acceptance, the Seller shall be understood to have read and accepted the Agreement.

The Seller acknowledges that it agrees to the terms of the Agreement without any objections, understands and accepts the meanings of the terms, words and expressions used in the Agreement and on the Platform according to their legal definition and/or interpretation given in the Agreement.

### 1. Terms and Definitions

The Parties shall use the below terms in the following meanings:

- 1.1. **Fee** – an amount of money charged for the performance of the tasks under the Agreement.
- 1.2. **Contract with the Buyer** – a contract of sale and purchase of Goods, made between the Seller and the Buyer. The procedure for the conclusion of the Contract with the Buyer shall be set forth in the Terms of Use available on the Website at <https://cdn.files.oskelly.co/info/pdf/TOS.pdf>.
- 1.3. **Legislation** – the applicable laws of the United Arab Emirates.
- 1.4. **Identification Data** – information meant to be used for the identification of the Seller when using the Platform. Identification Data shall be the Seller's email (hereinafter, the Login) and password or associated (linked) account in social networks. Actions done with the use of the Seller's Identification Data shall be deemed as done by the Seller and shall create for the Seller respective rights and obligations.
- 1.5. **Seller's Account (Account)** – a protected area of the Platform, which is created at the time of the Seller's Registration and is designed for the use of the Platform and communications of the Parties within the framework hereof. Access of the Seller to the Account shall be by means of authorization on the Platform using the Identification Data.
- 1.6. **Platform** – a hardware and software system, which is developed by Oskelly, is available on Oskelly's Website at [oskelly.co](https://oskelly.co) (hereinafter, the **Website**) and in the Oskelly mobile application available on iOS and Android (hereinafter, the **Application**), and enables the Seller to interact with Buyers and to conclude the Contract with the Buyer. The Platform features can be found at <https://oskelly.co/about>. The Platform shall comprise an interface, software, domain name, design, and other elements required for the proper operation. All exclusive rights to the Platform shall belong to Oskelly. Nothing contained herein may be deemed as transfer of the exclusive rights to the Seller.
- 1.7. **Buyer** – a legally capable physical person registered on the Platform and interested in buying Goods.

- 1.8. **Seller** – a Professional or Non-Professional Seller that has concluded the Agreement. The Seller shall use the Platform for the purpose of selling Goods.
- 1.9. **Registration** – completion by the Seller of the Registration Form by entering required data and choosing a Login and a password, or by means of authorization via social networks. The mode of registration shall be set out in the Terms of Use available at <https://cdn.files.oskelly.co/info/pdf/TOS.pdf>.
- 1.10. **Goods** – a tangible object in the Seller’s ownership, including second-hand objects.
- 1.11. **Non-Professional Seller** – a physical person who uses the Platform for the purpose of selling Goods that are owned by him/her.
- 1.12. **Professional Seller** – a legal entity that uses the Platform for the purpose of selling Goods that are in its ownership or a physical person who has received the appropriate status in accordance with Clause 3.4.
- 1.13. **Content** – photos, videos, audio materials, text, and other information published on the Platform.
- 1.14. **Mark** – an active link to the account of the Seller or the Buyer.

## **2. Subject-Matter. General Provisions**

- 2.1. Pursuant to the terms hereof, the Seller orders Oskelly, and Oskelly undertakes to, for a fee, on behalf and at the expense of the Seller and using the Platform features:
  - 2.1.1. publish information about Goods;
  - 2.1.2. find Buyers, including with the use of the Concierge feature offered by the Platform;
  - 2.1.3. take part in payments with Buyers by deducting the Fee in the amount and in the manner stipulated herein;
  - 2.1.4. offer the Platform features for the authentication of Goods, in particular, arrange for authentication;
  - 2.1.5. organize delivery of Goods to the Buyer,and the Seller shall accept what has been performed under the Agreement and pay the Fee.
- 2.2. All services hereunder shall be provided by Oskelly solely by using the Platform features.

## **3. Performance of the Agreement**

- 3.1. General provisions
  - 3.1.1. After completing Registration, the Seller shall be granted access to all Platform features and shall be entitled to:
    - a) publish advertisements for sale of Goods on the Platform;
    - b) post on the Platform photographs, short videos or other Content that does not violate third-party rights for temporary viewing by other Sellers or Buyers, make Marks when posting the aforesaid;
    - c) use the features offered on the Platform for the Seller;
    - d) conclude the Contract with the Buyer with the use of the Platform;

- e) interact with Buyers;
- f) perform other acts directly resulting from the Seller's activity on the Platform.

### 3.2. Posting Goods

3.2.1. By using the Platform features, the Seller shall post (publish advertisements of) Goods on the Website by giving:

- the description and the approximate price of Goods;
- photos of Goods;
- information about Goods (including colour, size, condition, defects if any);
- other additional information about Goods, according to the functional requirements and rules of the Platform.

3.2.2. The Seller shall authorize Oskelly to manage all Content posted on the Website on terms of a free ordinary (non-exclusive) license. In this case, Oskelly shall be authorized to use Content by means of: reproduction, public showing, broadcasting, cable transmission, translation or other processing, communication to the public.

3.2.3. The territory of the transferred rights: worldwide.

3.2.4. The term of validity of the transferred rights: the term of validity of the Agreement.

3.2.5. The description of Goods shall be in the fullest detail, accurate and up-to-date.

3.2.6. Before its publication on the Website, Oskelly may moderate information about Goods. Oskelly may request the Seller for additional information about (photos of) Goods.

3.2.7. Oskelly may unilaterally revise at its discretion the price of Goods, stated by the Seller, when posting Goods on the Platform.

3.2.8. Once the Seller's advertisement is accepted after moderation, it shall be published on the Platform.

3.2.9. The Seller shall, within 1 (one) calendar day, confirm its readiness to sell Goods on the terms stated in the advertisement if the Buyer has placed an order for Goods.

3.2.10. If the Seller does not confirm its readiness to sell Goods, Oskelly shall inform the Buyer about it using the Platform features.

3.2.11. The Seller shall hand over Goods to the carrier within 1 (one) business day following the day of receipt of a respective notice from Oskelly.

3.3. A Professional Seller shall provide Oskelly with all information about the Goods, the provision of which to the Buyer is required under the Legislation. If the Goods are subject to mandatory marking with marks/labels or other signs, the Seller undertakes to carry out the appropriate marking.

3.4. A Seller who is a physical person may get the "Professional Seller" mark displayed on the Platform if:

3.4.1. the checkbox next to "Return Accepted" in the Account is ticked;

- 3.4.2. Oskelly's officer (moderator) confirms the possibility to accept returns. To get a confirmation, the moderator shall contact the Seller using the contact data entered at the time of Registration.
- 3.5. After a Seller who is a physical person is marked as the "Professional Seller":
- 3.5.1. Upon receipt of information about the Buyer's order, the Seller shall, within 10 (ten) hours on a business day/weekday, or, if the Buyer makes an order on a non-business day / weekend – on the following business day, confirm to Oskelly that he/she is ready to provide Goods on the terms stated in the advertisement.
- 3.5.2. At the time Goods are handed over, Oskelly shall check the package integrity. At the time Goods are actually shipped, Oskelly shall check whether Goods comply by the number of package items (visual inspection), in which case 2 (two) copies of a delivery note shall be signed. At request of the Seller, a Certificate of Acceptance shall be drawn up.
- 3.5.3. Final acceptance of Goods by Oskelly by quality, quantity, range and completeness shall be at Oskelly's warehouse, within 3 (three) business days from receipt of Goods.
- 3.5.4. If, during acceptance of Goods, Oskelly finds signs of non-compliance with the Agreement and (or) the Buyer's order, Oskelly shall notify the Seller thereof by forwarding a Quality, Quantity, Range and Completeness Deficiency Report. Within 2 (two) business days after the said Report is forwarded, the Seller shall:
- 3.5.4.1. After consultation with Oskelly, reduce the price of Goods or, within 3 (three) business days, deliver additional (replace) Goods.
- 3.5.4.2. Remove the given Goods from Oskelly's warehouse within a time agreed by the Parties.
- 3.5.5. If irremediable defects are found within the warranty period (3 (three) business days), Oskelly may return Goods to the Seller for their replacement or demand that the price of Goods be proportionally reduced. Oskelly's demands shall be fulfilled within 7 (seven) business days. If the Seller does not accept Oskelly's demands, the Seller shall have the right to appoint at his/her expense an independent expert examination provided that Oskelly is enabled to be present during such examination.
- 3.5.6. If the Seller fails to ensure that Goods are removed from Oskelly's office as per Clause 3.5.4.2 or Clause 3.5.5, Oskelly shall have the right to charge a fee for the storage of Goods at a rate of 0.5% (five tenths of one percent) per day of the price of Goods stated by the Seller in the description of Goods on the Platform, and afterwards to dispose of Goods in the manner stipulated in Clause 7.18-7.21 hereof.
- 3.6. Concierge feature:
- 3.6.1. By using the Concierge feature offered by the Platform, Oskelly shall find Buyers and clarify Buyers' orders for Goods.
- 3.6.2. By using the service features, Oskelly shall find a Seller able to fulfill the order.
- 3.6.3. After receiving from the Buyer the necessary information about Goods, Oskelly shall create a Goods card on the Platform with all the information about Goods, as has been received from the Buyer, by giving the description of Goods, their exact characteristics.

- 3.6.4. A Seller interested in fulfilling the Buyer's order and able to do so shall send via Oskelly a consent to close the transaction with the Buyer.
- 3.6.5. Once the Seller sends the message, Oskelly shall provide for the debiting of money from the Buyer.
- 3.6.6. The Seller shall use the received money for buying the Goods specified in the Buyer's order. The Seller shall notify Oskelly of the fulfillment of the order, in particular, of the time of delivery of Goods. The time of delivery of Goods shall be from 14 business days to 3 months.
- 3.6.7. If it is impossible to purchase Goods and/or in case of failure to meet the time of delivery, specified in Clause 3.6.6, the Seller shall without delay notify Oskelly. In such case, Oskelly shall provide for the return of the money to the Buyer.

#### **4. Preparation of Goods. Delivery of Goods**

- 4.1. Oskelly shall carry out pre-sale preparation and packaging of Goods. Oskelly may engage third parties for pre-sale preparation of Goods.
- 4.2. For pre-sale preparation, the Seller shall deliver Goods to Oskelly within 1 (one) calendar month from the confirmation of its readiness to sell Goods as per Clause 3.2.8 hereof.
- 4.3. Upon acceptance of Goods, Oskelly shall examine Goods to make sure that:
  - Goods correspond to the characteristics stated in the advertisement;
  - Goods are genuine.

Following the examination of Goods, Oskelly shall draw up a Certificate of Examination.

- 4.4. As part of pre-sale preparation of Goods, Oskelly shall have the right to, in particular without being limited to, have Goods dry-cleaned. Whether or not Goods need dry-cleaning shall be determined by Oskelly. Costs of pre-sale preparation shall be payable by the Seller, or, if the Buyer refuses to accept Goods / fails twice to get in touch with the courier – by the Buyer. The Parties have agreed that costs of pre-sale preparation of any Goods shall be 50 AED and shall not require any prior agreement with the Seller.

If costs of pre-sale preparation of Goods exceed 50 AED, Oskelly shall present to the Seller a documentary proof of the incurred expenses.

- 4.5. If Goods fail to correspond to the characteristics stated by the Seller in the advertisement:
  - 4.5.1. Oskelly shall notify the Buyer and the Seller that Goods fail to match the description.
  - 4.5.2. If the Buyer agrees to accept Goods that fail to match the description, Oskelly shall deliver Goods at a new price of Goods agreed with the Seller.
  - 4.5.3. If the Buyer does not agree to accept Goods that fail to match the description, the Seller shall collect Goods, at its own discretion and expense, from Oskelly's office during working hours of Oskelly. In such case, Oskelly may collect from the Seller expenses on delivery and examination of Goods for their conformity to the description, in the amount of the Fee (in case Goods are not genuine) or in the amount of 5% of the sales price of Goods (in case Goods fail to match the description). Expenses shall be paid to Oskelly's details specified in

Section 11 hereof, within 3 (three) business days from receipt of Oskelly's notice with a demand for payment of expenses.

- 4.5.4. The Seller shall be solely liable to the Buyer for non-delivery of Goods that fail to match the description. If the Seller fails to ensure that Goods are removed from Oskelly's office within 7 (seven) business days from receipt of Oskelly's notice with a demand for the collection of Goods, Oskelly may charge a fee for the storage of Goods at a rate of 0.5% (five tenths of one percent) per day of the price of Goods stated by the Seller in the description of Goods on the Platform, and afterwards dispose of Goods in the manner stipulated in Clause 7.18-7.21 hereof.
- 4.6. Oskelly shall deliver Goods to the Buyer by its own effort or by engaging third parties. The Seller shall reimburse for costs of delivery of Goods if delivery is not paid by the Buyer.
- 4.7. If the Buyer refuses twice to accept Goods and does not get in touch with the delivery courier, the Seller shall collect Goods, at its own discretion and expense, from Oskelly's office during working hours of Oskelly, within 7 (seven) business days from receipt of Oskelly's demand. If the Seller fails to ensure that Goods are removed from Oskelly's office within the specified period of time, Oskelly may charge a fee for the storage of Goods at a rate of 0.5% (five tenths of one percent) per day of the price of Goods stated by the Seller in the description of Goods on the Platform, and afterwards dispose of Goods in the manner stipulated in Clause 7.18-7.21 hereof.
- 4.8. The approximate time of delivery shall be available on the Platform or shall be individually agreed between the Parties.
- 4.9. Oskelly shall make every possible effort to comply with the agreed time of delivery and shall not be liable for delay in delivery that is not through its fault.

## **5. Settlements. Payment of Goods**

- 5.1. The Buyer shall pay the price of Goods by using the Platform features. After the Seller confirms its readiness to sell Goods, Oskelly shall temporarily block money on the Buyer's bank account in the amount of the price of Goods and the cost of additional services, if additional services have been added by the Buyer to the order, according to the bank details entered by the Buyer.
- 5.2. The price of Goods and the cost of additional services shall be debited from the Buyer's bank account upon successful completion of the examination of Goods.
- 5.3. If the examination of Goods has revealed discrepancies (Goods fail to match the description or there are indicators that Goods can be counterfeit), Oskelly shall unblock money on the Buyer's bank account.
- 5.4. Oskelly shall transfer money for Goods to the Seller (less the Fee, costs of pre-sale preparation and delivery of Goods) using the Platform features, within 3 (three) business days from the moment the Seller, after receiving the Agent Report in the Account, clicks "Confirm Data".
- 5.5. The Seller shall be liable for the validity of communicated bank details.

## 6. Fee. Agent Report

6.1. The amount of the Fee shall depend on the price of Goods:

Price of Goods	Fee amount, VAT included (% of the sales price of Goods)
From 500 AED to 2 000 AED	26,25
From 2 000 AED to 5 500 AED	21
From 5 500 AED	16,8

6.2. If the Seller provides a discount to the Buyer due to the discovery of an undeclared defect in the Goods, the Fee is calculated from the initial sales price of the Goods, and the discount is provided by reducing the funds to be transferred to the Seller.

6.3. Oskelly shall deduct the Fee from sums that must be transferred to the Seller.

6.4. Oskelly shall submit to the Seller the Agent Report after Goods are handed over to the Buyer or after the Buyer refuses to accept Goods.

6.5. The Agent Report shall be submitted to the Seller in the Account no later than 10 (ten) calendar days after Goods are handed over to the Buyer or after the Buyer refuses to accept Goods. The Agent Report shall contain data on the tasks performed, the amount of the Fee, and expenses to be reimbursed. No other documents (specifically, documents supporting expenses) shall be furnished.

6.6. Oskelly shall be under no obligation to present supporting documents other than the Agent Report.

6.7. If the Seller fails to provide to Oskelly reasonable objections within 3 (three) calendar days after the Report is made available in the Account, the Report shall be deemed as accepted and the Seller's task to Oskelly as performed. Further claims shall not be accepted.

## 7. Liabilities of the Parties

7.1. For failure to fulfill or improper fulfillment of the obligations hereunder the Parties shall be held liable in accordance with the Legislation.

7.2. Neither of the Parties hereto shall be liable to the other Party for failure to fulfill obligations due to force majeure, which occurred beyond the will and control of the Parties and could be neither foreseen nor prevented, including declared or actual war, civil unrest, epidemic, blockade, earthquake, flood, fire and other acts of God.

7.3. A document issued by appropriate competent authorities shall be sufficient proof of the existence and continuation of force majeure.

7.4. The Party that fails to fulfill its obligation due to force majeure shall without delay notify the other Party of such hindrance and its effect on the fulfillment of the obligations hereunder.

7.5. Oskelly shall not be liable for actions of the Seller, the quality (range) of Goods, availability, and time of delivery of Goods.

7.6. The Seller shall be solely liable for Goods. The rules for the return and exchange of Goods are

established by the section 16 of the Terms of Use (<https://cdn.files.oskelly.co/info/pdf/TOS.pdf> ).

- 7.7. If the examination establishes that Goods are not genuine (are counterfeit) or violate third-party rights:
- 7.7.1. Oskelly may charge the Seller a fine in the amount of the agency fee determined as per Clause 6.1 hereof and calculated of the amount stated by the Seller in the description of Goods. The fine shall be paid to Oskelly's details specified in Section 10 hereof, within 3 (three) business days from receipt of Oskelly's notice with the results of the examination and a demand for payment of the fine.
  - 7.7.2. The Seller shall collect Goods, at its own discretion and expense, from Oskelly's office during working hours of Oskelly.
  - 7.7.3. If the Seller fails to ensure that Goods are removed from Oskelly's office within 7 (seven) business days from receipt of Oskelly's notice with the results of the examination, Oskelly shall have the right to charge a fee for the storage of Goods at a rate of 0.5% (five tenths of one percent) per day of the price of Goods stated by the Seller in the description of Goods on the Platform, and afterwards to dispose of Goods in the manner stipulated in Clause 7.18-7.21 hereof.
- 7.8. If counterfeit Goods are sold to the Buyer, the Seller shall pay Oskelly a double price of such Goods. The received money shall be transferred to the Buyer as compensation. The Seller shall pay Oskelly the double price of Goods within 3 (three) business days from receipt from Oskelly of the documents that have been provided by the Buyer and confirm that Goods are counterfeit.
- 7.9. Pre-action letters of claim shall be reviewed within 10 (ten) business days.
- 7.10. If disputes and/or controversies arising between the Parties cannot be settled through negotiations or exchange of complaints/claims, disputes shall be resolved in a court at the place of incorporation of Oskelly.
- 7.11. In case of delivery of defective Goods, a Professional Seller shall reimburse Oskelly for documented losses in connection with delivery of defective Goods (including fines and penalties paid by Oskelly to the Buyer), except where the Professional Seller has proportionally reduced the price of Goods or has replaced Goods due to quality claims.
- 7.12. If the Buyer returns Goods due to the non-conforming colour, size or other information about Goods, a Professional Seller shall accept such Goods and return to Oskelly the money paid for them and also reimburse Oskelly for documented losses in connection with delivery of defective Goods (including fines and penalties paid by Oskelly to the Buyer).
- 7.13. In case of return of Goods, a Professional Seller shall reimburse for losses and for the money paid within 3 (three) business days after Oskelly sends a demand for reimbursement.
- 7.14. The Seller represents and warrants that:
- 7.14.1. all information provided is complete, reliable and up-to-date;
  - 7.14.2. it provides genuine Goods;
  - 7.14.3. Goods are lawfully marketed;
  - 7.14.4. it is entitled to sell Goods on the Platform;



- 7.14.5. actions performed by the Seller on the Platform do not violate third-party rights;
- 7.14.6. the Seller has full power and authority to grant and hereby grants appropriate rights for (as may be appropriate) use, hosting, memory cache mapping, forwarding, storage, copying, modification, distribution, re-formatting, reproduction, posting, demonstration, communication and dissemination (Use) of information communicated by it to Oskelly.
- 7.15. In case of breach of the terms stipulated in Clause 7.14 hereof, the Seller shall reimburse Oskelly for losses, including those in connection with the presentation of claims by third parties.
- 7.16. If, based on the results of the examination, Oskelly opts not to express an opinion on whether or not Goods are genuine, Oskelly may not charge the Seller a fine in the amount of Oskelly's Fee for delivering for sale counterfeit goods. However, such Goods shall not be sold on the Platform and the Seller shall collect the Goods from Oskelly's office during working hours of Oskelly in the manner stipulated in Clauses 7.7.2, 7.7.3 hereof.
- 7.17. If the Seller presents to Oskelly a proof of the authenticity of Goods, such proof provided by a fashion store (official distributor) or a competent public agency, Oskelly shall return to the Seller the fine amount within 3 (three) business days from receipt of the said proof of the authenticity of Goods.

### **Disposal of Goods**

- 7.18. Oskelly may charge a fee for the storage of Goods at a rate of 0.5% (five tenths of one percent) per day of the price of Goods stated by the Seller in the description of Goods on the Platform, if the Seller fails to ensure that Goods that have not been accepted by the Buyer or have been revealed by the examination to be non-conforming are removed from Oskelly's office during working hours Oskelly within the time stipulated herein.
- 7.19. Oskelly shall provide for fee-based storage within 30 (thirty) calendar days, by giving during the said term two notices with a demand to collect Goods.
- 7.20. If the Seller fails to collect Goods also within the term specified in Clause 7.19, Oskelly may dispose of Goods.
- 7.21. At request of the Seller, Oskelly shall present to the Seller a certificate/report confirming the disposal of Goods, within 60 (sixty) calendar days from receipt of the said request.

### **8. Amendment**

- 8.1. Oskelly may unilaterally amend the Agreement and any appendix hereto. Amendments shall take effect on the next calendar day after an amended version of the Agreement is published on the Platform.
- 8.2. The Parties shall read at their discretion the most recent version of the Agreement each time before using the Platform. Use of the Platform shall imply the Seller's acceptance of the current version of the Agreement.
- 8.3. If the Seller disagrees with any provision of the Agreement and (or) appendices hereto, the Seller shall discontinue using the Platform.

## **9. Validity. Miscellaneous**

- 9.1. The Agreement shall come into force as from the date of acceptance by the Seller and shall be valid until the date of termination by the Parties.
- 9.2. Oskelly may revoke the offer. The Agreement shall be deemed as terminated as from revocation of the public offer. The offer shall be revoked through publication of respective information on the Platform.
- 9.3. The Agreement may be terminated early:
  - 9.3.1. by mutual consent of the Seller and Oskelly;
  - 9.3.2. on a unilateral extra-judicial basis if one of the Parties breaches the terms hereof.
- 9.4. Documents and messages shall be exchanged between the Parties via the Account, by email, messengers linked to the contact data entered at the time of Registration.
- 9.5. The Parties have agreed that all documents with an electronic signature as well as scanned copies exchanged by email, messengers or via the Account shall have the same force and effect as documents under personal handwritten signatures, shall create rights and obligations for the Parties, and may be used as evidence in a court.
- 9.6. Any files enclosed to an email message (attachments) shall make an integral part of the message.
- 9.7. The Agreement shall incorporate:
  - 9.7.1. Agency Agreement – at all times publicly available on the Website at <https://cdn.files.oskelly.co/info/pdf/agency-agreement.pdf>.
  - 9.7.2. Privacy Policy – at all times publicly available on the Website at <https://cdn.files.oskelly.co/info/pdf/privacy-policy.pdf>.

## **10. Details**

### **OSKELLY TRADING LLC**

Company Registration № 1732711

Legal address: DUBAI COMMERCITY LLC of PO Box 491, Dubai, United Arab Emirates, BCB2-215

Billing address: DUBAI COMMERCITY LLC of PO Box 491, Dubai, United Arab Emirates, BCB2-215

Bank Name: WIO BUSINESS

Account Title: OSKELLY TRADING L.L.C

Bank account number: 9874968635

IBAN: AE72086000009874968635

BIC/SWIFT: WIOBAEADXXX

Email: [info@oskelly.co](mailto:info@oskelly.co)

**OSKELLY TRADING LLC**

**(BRANCH)**

General Trading License Number 50262

Legal address: Premises No BCB2 215,

Second Floor, Business Cluster –

Building 2, Dubai Airport Freezone