

## Terms and Conditions– DMCC Artificial Intelligence (AI) Package

### 1. Definitions

**AED** means the currency of the United Arab Emirates.

**AOA** means the articles of association of a Company.

**Applicant** means an individual making an Application.

**Application** means an application to DMCCA as described in clause 3.1, to avail the DMCC AI Package.

**Authority** means any local, regional, territorial, free zone, municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, utility provider, judicial or administrative body in the UAE, the Emirate of Dubai or the DMCCA.

**Business License** means the renewable license issued by DMCCA allowing the Applicant to conduct business within the DMCC Free Zone with an activity listed in Appendix 1 of these Terms and Conditions.

**Company** means a registered company maintaining a Business License which is authorized to operate within the DMCC Free Zone and, for the purpose of these Terms and Conditions, set up in DMCC AI Centre and leasing a co-working space.

**DMCCA** means Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020 (as amended) issued in the Emirates of Dubai and situated at P.O. Box 48800, Uptown Tower, Jumeirah Lakes Towers, Dubai, UAE, being the governing authority of DMCC Free Zone.

**DMCC AI Centre** means DMCC Free Zone AI ecosystem, located at Level 12, Uptown Tower in Jumeirah Lake Towers and which focuses on AI businesses.

**DMCC AI Package** means the package for a Business License in the DMCC AI Centre available to eligible Applicants pursuant to these Terms and Conditions.

**DMCC Free Zone** means the free zone of DMCCA, governed by Law No. (3) of 2020 (as amended) issued in the Emirate of Dubai, UAE.

**First Stage** means in relation to an Application, the submission of the relevant online application form and signature and return to DMCCA of the form acknowledging acceptance of these Terms and Conditions in the form prescribed by DMCCA.

**Laws** means all legislation, decrees, resolutions, acts, statutes, ordinances, rules or regulations, directives and other orders, treaties, by-laws, codes of practice and other subordinate legislation, of any Authority.

**Second Stage** means in relation to an Application, the payment of the DMCC AI Package fees as subjected to these Terms and Conditions, the execution of the AOA for the Company and the provision of all necessary documentation as required by DMCCA from time to time following completion of the First Stage.

**Third Stage** means in relation to an Application, the execution of the agreement for a co-working space in in DMCC AI Centre and any other documentation required by DMCCA from time to time further to the completion of the First Stage and the Second Stage for the issuance of the Business License.

**UAE** means the United Arab Emirates.

**VAT** means value added tax as defined by Federal Law by Decree No. 13 of 2016 concerning the establishment of Federal Tax Authority.

## 2. Package

2.1 DMCCA will make the DMCC AI Package available to any Applicant wishing to set up a new Company and who completes an Application, subject to these Terms and Conditions.

2.2 The DMCC AI Package shall consist of the following:

- a) A special discount over a period of two (2) years for any Company leasing units in DMCC AI Centre as further detailed below:

Year 1	Year 2
<p>The fees will be in the amount of AED 34,082 and include the following:</p> <ul style="list-style-type: none"><li>i. Application fee;</li><li>ii. Registration fee;</li><li>iii. Preparation of AOA;</li><li>iv. Establishment card;</li><li>v. Business License;</li><li>vi. One co-working desk in DMCC AI Centre;</li><li>vii. Access to DMCC AI Centre ecosystem benefits; and</li><li>viii. One-time complimentary resolution service true copy following issuance of the Business License.</li></ul>	<p>The fees will be in the amount of AED 30,795 and include the following:</p> <ul style="list-style-type: none"><li>i. Business License;</li><li>ii. One co-working desk in DMCC AI Centre; and</li><li>iii. Access to DMCC AI Centre ecosystem benefits.</li></ul>

Price is inclusive of VAT and Knowledge & Innovation Dirhams.

- b) The special discount provided in clause 2.2(a) is based on a Business License including one (1) of the activity set out in Appendix 1. The Applicant can cumulate one or more activities provided in Appendix 1 subject to the following:

- If the combined activities are from the same sub group (both activities starting with the same first digit), an extra AED 10,000 will be payable by the Applicant in addition to the DMCC AI Package price set out above.
- If the combined activities are from a different category (the activities do not start with the same digit), an extra AED 20,000 will be payable by the Applicant in addition to the DMCC AI Package price set out above.
- For a combination of the 3 activities, an extra AED 30,000 will be payable by the Applicant

in additional to the DMCC AI Package price set out above.

### 3. Package Conditions

- 3.1 The process for completing the Application shall consist of four stages, as follows:
  - (a) the First Stage;
  - (b) the Second Stage;
  - (c) the Third Stage; and
  - (d) issuance by DMCCA of the Business License and all documentation in respect of an Application.
- 3.2 All stages of the Application process are subject to DMCCA's approval which will be given at DMCCA's sole discretion and subject to compliance with all regulatory requirements in force in DMCCA from time to time.
- 3.3 The Second Stage and Third Stage must be completed within thirty (30) days from the completion of the First Stage.
- 3.4 All stages of the Application must be completed through digital interactions, using DMCCA's online portal, digital verification processes, communication and self-help channels. Physical Applications in DMCCA's premises will not be accepted.
- 3.5 Notwithstanding clause 3.7, the DMCC AI Package is available for the registration of a new Company only. The Applicant's eligibility for the DMCC AI Package is subject to the Applicant complying with the Laws at all times.
- 3.6 The DMCC AI Package shall at all times be non-exchangeable, non-transferable and non-negotiable and may not be combined with any other special package or discounted scheme.
- 3.7 The DMCC AI Package is only available for Applicants meeting all the following conditions:
  - (a) Applicant setting up a Company within the DMCC AI Centre;
  - (b) Applicant obtaining a co-working space at DMCC AI Centre; and
  - (c) The Company to hold a Business License with one or more activities as listed in Appendix 1 only. For the avoidance of doubt, the DMCC AI Package will not be available to Company wishing to include activities other than listed in Appendix 1.
- 3.8 The DMCC AI Package shall not be available for:
  - (a) Any Applicant wishing to register a new Company that does not include one of the activities mentioned in Appendix 1 below; and/or
  - (b) Any Application to register a new Company which has already reached the Second Stage and/or Third Stage.
- 3.9 Where the Applicant does not meet the requirements to avail the DMCC AI Package as set out in these Terms and Conditions, the Applicant shall be liable to pay the fees applicable in respect of their Application at standard rates and in full.

3.10 If during the second year of availing this DMCC AI Package, the Applicant wishes to relocate outside DMCC AI Centre, the Applicant will be required to submit an application to DMCCA in accordance with the applicable DMCCA procedures as may be in force from time to time. Such Applicant will also be liable for any and all applicable fees associated with such relocation as well as all fees applicable in respect of the renewal of its Business License at standard rates and in full.

3.11 The DMCC AI Package is made at DMCCA's sole discretion and may be withdrawn or amended by DMCCA at any time as it deems fit. To the extent permitted by Law, DMCCA accepts no liability to any Applicant or any other third party in connection with the DMCC AI Package or these Terms and Conditions.

3.12 In the event of a breach by the Applicant of any Laws or DMCCA regulations, DMCCA reserves the right to hold void, restrict, cancel or suspend the Applicant's Business License as deems appropriate.

#### **4. Miscellaneous**

4.1 Whether or not a DMCC AI Package has been successfully availed, the Applicant shall indemnify the DMCC Free Zone and DMCCA against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonably incurred professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with these Terms and Conditions.

4.2 Nothing in these Terms and Conditions shall limit or exclude the Applicant's liability in respect of any liability for willful or deliberate default, reckless misconduct, fraud, gross negligence, criminal conduct or corrupt practices or the Applicant's liability in respect of any and all of its indemnity obligations under these Terms and Conditions.

4.3 Neither DMCCA, nor the DMCC Free Zone or any affiliate, officer, director, employee, attorney, or agent of DMCCA and/or the DMCC Free Zone shall have any liability with respect to the Applicant, and the Applicant hereby waives, releases, and agrees not to sue any of them upon, any claim for any special, indirect, incidental, or consequential damages suffered or incurred by the Applicant in connection with, arising out of, or in any way related to, these Terms and Conditions or any package.

#### **5. Governing Law and Jurisdiction**

5.1 These Terms and Conditions and the DMCC AI Package are governed by the Laws as applicable in the Emirate of Dubai, UAE and any dispute arising out of or in relation to these Terms and Conditions or the DMCC AI Package will be subject to the exclusive jurisdiction of the Dubai International Financial Centre courts.

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## APPENDIX 1 – DMCC AI Centre Activities

Activity Code	Activity Name
5151-07	Robotics & Smart Machines Trading
7414-98	Innovation & Artificial Intelligence Research & Consultancies
7299-98	Artificial Intelligence Developing Services