

Terms and Conditions– DMCC Crypto Centre Package

1. Definitions

AED means the currency of the United Arab Emirates.

Applicant means an individual making an Application.

Application means an application to DMCC to avail the DMCC Crypto Centre 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.

Company means a registered company maintaining a DMCC license which is authorised to operate within DMCC and, for the purpose of these Terms and Conditions, set up in DMCC Crypto Centre and leasing a co-working space in DMCC Co-Working Centre.

Crypto Centre Fees means the discounted company setup and renewal licence fees (for both year 1 and 2) payable by the Company to set up in DMCC under the DMCC Crypto Centre Package and subject to Appendix 1.

DMCC Crypto Centre Package means this business setup package made available by DMCC to eligible Applicant subject to these Terms and Conditions as further described in clause 2.

DMCCA means Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020 (as amended) and situated at P.O. Box 48800, Almas Tower, Jumeirah Lakes Towers, Dubai, United Arab Emirates.

DMCC Co-Working Centre means the business centre where DMCC will lease out co-working desks and shared offices to Company pursuant to this DMCC Crypto Centre Package, located in Cluster O, Jumeirah Lakes Towers, Dubai, United Arab Emirates.

DMCC Crypto Centre means DMCC cryptocurrency ecosystem, located at level 48, Almas Tower in DMCC Free Zone, focused on crypto business, including but not limited to companies developing blockchain-enabled trading platforms to firms offering, issuing, listing, and trading crypto assets.

DMCC Events means any events organized by DMCC for Companies, such as networking events, educational and knowledge sharing webinars, conferences and seminars.

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

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

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 Crypto Centre Package as subjected to clause 2.2 below, the execution of the Articles of Association (**AOA**) for the Company and the provision of all necessary documentation as required by DMCC from time to time following completion of the First Stage.

Third Stage means in relation to an Application the execution of the agreement for an office in DMCC Co-Working Centre and any other documentation required by DMCC 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.

2. Package

2.1 DMCC will make the DMCC Crypto Centre 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 Crypto Centre Package shall consist of the following:

- a) Special discount over a period of 2 years for any Company leasing units in DMCC Co-Working Centre as further detailed below:

Year 1	Year 2
70% discount on the Company's set up fees.	50% discount on the renewal fees.
The fees will be in the amount of AED 34,012 and include the following: <ul style="list-style-type: none">i. Application fee;ii. Registration fee;iii. Preparation of AOA & MoA;iv. Establishment card fee;v. License fee; andvi. One co-working desk in DMCC Co-Working Centre; andvii. Access to DMCC Crypto Centre ecosystem benefits.	The fees will be in the amount of AED 34,799 and include the following: <ul style="list-style-type: none">i. Establishment card fee;ii. License fee; andiii. One co-working desk in DMCC Co-Working Centre ; andiv. Access to DMCC Crypto Centre ecosystem benefits.

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 DMCC of the Business License and all documentation in respect of an Application.

3.2 All stages of the Application process are subject to DMCC's approval which will be given at DMCC's sole discretion and subject to compliance with all regulatory requirements in force in DMCC from time to time.

3.3 The First Stage must be completed within the Package Period and the Second Stage and the Third Stage must be completed within thirty days from the completion of The First Stage,

3.4 All stages of the Application must be completed through digital interactions, using DMCC's online portal, digital verification processes, communication and self-help channels. Physical Applications in DMCC's premises will not be accepted.

3.5 Notwithstanding clause 3.8, the DMCC Crypto Centre Package is available for the registration of new Company only. The Applicant's eligibility for the DMCC Crypto Centre Package is subject to the Applicant complying with the Laws at all times.

- 3.6 DMCC cannot guarantee the issuance of any residency visa which is subject to UAE federal Laws and security checks and approvals. DMCC reserves the right to deny and/or reject any Application, without incurring any liability to the Applicant or any third party, for any failure by an Applicant to obtain a residency visa.
- 3.7 The DMCC Crypto Centre 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.
- 3.8 The DMCC Crypto Centre Package is only available for Applicants meeting all the following conditions:
- (a) Applicant setting up a Company with DMCC Crypto Centre;
 - (b) Applicants obtaining a co-working space at DMCC Co-Working Centre; and
 - (c) Company with Business Licence activities as listed in Appendix 1 only.
- 3.9 The DMCC Crypto Centre 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.
- 3.10 Where the Applicant does not meet the requirements to avail the DMCC Crypto Centre 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.
- 3.11 If during the second year of availing this DMCC Crypto Centre Package, the Applicant wishes to relocate outside DMCC Co-Working Centre, the Applicant will be required to submit an application to DMCC in accordance with the applicable DMCC 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 their licence at standard rates and in full.
- 3.12 The DMCC Crypto Centre Package is made at the DMCC sole discretion and may be withdrawn or amended by DMCC at any time as deems fit. To the extent permitted by Law, DMCC accepts no liability to any Applicant or any other third party in connection with the DMCC Crypto Centre Package or these Terms and Conditions.
- 3.13 In the event of a breach by the Applicant of any Law or DMCC regulation, DMCC 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 Crypto Centre Package has been successfully availed, the Applicant shall indemnify the DMCC and the 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 DMCC and the DMCCA, nor any affiliate, officer, director, employee, attorney, or agent of DMCC and the DMCCA 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. Law and Jurisdiction

- 5.1 These Terms and Conditions and the DMCC Crypto Centre 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 Crypto Centre Package will be subject to the exclusive jurisdiction of the Dubai International Financial Centre courts.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

APPENDIX 1 – DMCC Crypto Centre Activities

Activity Code	Activity Name
7229-99	Distributed Ledger Technology Services
6599-92	Proprietary Trading in Crypto-commodities
7229-01	Software House
7229-98	Metaverse service provider
7229-97	NFTs E-marketplace
6599-90	Proprietary Crypto Mining