

Basic Flexi Package Terms and Conditions

1. Definitions

- **AED** means the currency of the United Arab Emirates.
- **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.
- **Basic Flexi Package (or Package)** means the Services and the Benefits offered by DMCCA to Company availing this Package pursuant to these Terms and Conditions.
- **Benefits** means the benefits to be provided by DMCCA (within the Package Validity Period) to any Company availing this Package including but not limited to:
 - Business Licence late renewal Penalty waiver.
- **Business Licence** means the renewable licence issued by DMCCA allowing the Company to conduct business within DMCC.
- **Company** means a registered company maintaining a Business Licence which is authorised to operate within DMCC.
- **DMCCA** means the Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020 (as amended).
- **DMCC** means the free zone known as Dubai Multi Commodities Centre, 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 Business Centre** means the centre where Standard Flexi Desks, Special Flexi Desks and offices are leased out by DMCCA to Company.
- **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.
- **Multiple Business Licences** means a Company that holds more than one licence in DMCCA.
- **Package Validity Period** means the period during which the Package is valid starting on the date of the Package's selection made by the Company on DMCCA Company's online portal and expiring 1 year from this date.
- **Package Value** means the value of one standard Business Licence including 6 activities with the same activity code and in the amount of AED 20,265.
- **Services** means the services to be provided by DMCCA (within the Package Validity Period) to Company availing this package including but not limited to:

- Renewal of Business Licence for 1 year;
 - 1 Year establishment card;
 - 1 Year Special Flexi Desk; and
 - One complimentary 2-year residency visa.
- **Special Flexi Desk** means the space which DMCCA will allocate for the Business Licence within DMCC Business Centre for one year and including one visa only, which the Company will be allowed to use one hour per month.
 - **Standard Flexi Desk** means the desk in DMCC Business Centre with a validity of one (1) year, limited to three (3) visas and allowing the Company to use it four (4) hours per week.
 - **UAE** means the United Arab Emirates.
 - **VAT** means value added tax as defined by Federal Law by Decree No. 13 of 2016.

2. Basic Flexi Package

2.1 DMCCA shall make the Basic Flexi Package available only to companies having Special Flexi Desk upon renewing their Business Licence, subject to these Terms and Conditions.

2.2 The Basic Flexi Package discounted fees is as follows:

	Payment Plans (including VAT) *
Time for payment	Full discounted amount to be paid at Package's selection
TOTAL	AED 35,484
*excluding Knowledge Development and Innovation Dirhams charges. These charges may be charged separately in addition to the prices mentioned above.	

2.3 Each Basic Flexi Package includes one complimentary residency visa of 2 years (based on an outside country visa application fee). The Company acknowledges and undertakes that the complimentary residency visa is excluding any fees pertaining to inside country visa application, visa title of (investor, or partner), change of status, employee protection insurance, visa priority service, medical fitness typing, and Emirates ID typing (**Additional Fees**) and the Company undertakes that any of these Additional Fees shall be paid by it, where applicable.

2.4 To avail the complimentary residency visa of 2 years, the Company acknowledges and undertakes that the visa application must be submitted and the residency visa issued before the expiry of the Package Validity Period.

2.5 The Company acknowledges and undertakes that any fees pertaining to the penalties or priority service of the establishment card renewal shall be paid by the Company and are expressly excluded from the Benefits of this Package.

3. Basic Flexi Package Conditions

3.1 Any Business Licence with a value higher than the Package Value as a result of, including but not limited to, the number or type of activities on the Business Licence, will be required to pay the value in excess of the Package Value. This additional amount will be directly included in the price of the Package and shall be paid as per the payment plan provided into clause 2.2 above.

3.2 The Basic Flexi Package shall be limited to members with Special Flexi Desk lease only and cannot be availed more than 2 times in 2 consecutive years.

3.3 If an Applicant would like to avail a Standard Flexi Desk which is higher in value than the Special Flexi Desk included in the Package, it will not be covered within the Package and the difference of value will be additionally charged to the Applicant at the time of availing the Package.

3.4 Basic Flexi Package is not available for Company having their Business Licence valid for 90 days or more.

3.5 During the Package Validity Period, any activity added to the Business Licence in excess of the Package's Value will be automatically charged as per the amendment service request and such excess will be billed to the Company based on the remaining duration of their Package Validity Period.

3.6 A Company with Multiple Business Licences can only avail one Package for one of their Business Licences. However, all the Services and Benefits of this Package can be availed by the other Business Licences under this same Company at the exception of the Business Licence renewal service and late licence renewal penalty which can only be provided to the Business Licence that was selected by the Company at the time of the Package subscription.

3.7 The Company's eligibility for the Basic Flexi Package is always subject to the Company complying with the Laws.

3.8 The Basic Flexi Package shall at all times be non-exchangeable, non-refundable, non-transferable and non-negotiable and may not be combined with any other Package or discounted scheme.

3.9 Where the Company does not meet the requirements to avail the Basic Flexi Package as set out in these Terms and Conditions, the Company shall be liable to pay all fees applicable in respect of their applications at standard rates.

3.10 In the event of a breach by the Company of any Law, DMCCA reserves the right to hold void, restrict, cancel or suspend the Company's Business Licence as deems appropriate.

3.11 These Terms and Conditions and the Basic Flex Package may be amended by DMCCA from time to time or withdrawn in DMCCA's sole discretion as it deems fit.

3.12 The Basic Flexi Package cannot be availed in conjunction with any other package, discounts or promotions offer by DMCCA.

3.13 To the extent permitted by Law, DMCCA accepts no liability to any Company or any other third party in connection with the Basic Flexi Package or these Terms and Conditions.

3.14 The Basic Flexi Package shall not be available for existing Companies with:

- (a) an Industrial Business Licence;
- (b) General Trading activity on their Business Licence;
- (c) Business Centre activity on their Business Licence;
- (d) an active subscription to Basic Flexi Package or any other packages.
- (e) an office space other than Special Flexi Desk .

3.15 The application to avail this Package must be completed through digital interactions, using DMCCA's online portal, digital verification processes (where applicable), communication and self-help channels. Physical applications at DMCCA's premises will not be accepted.

3.16 All Services included in the Basic Flexi Package 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 DMCC from time to time.

4. Miscellaneous

4.1 The Company (whether or not a Basic Flexi Package has been availed) shall indemnify DMCC 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 Company's liability in respect of any liability for wilful or deliberate default, reckless misconduct, fraud, gross negligence, criminal conduct or corrupt practices or the Company's liability in respect of any and all of its indemnity obligations under these Terms and Conditions.

4.3 Neither DMCC and DMCCA, nor any affiliate, officer, director, employee, attorney, or agent of DMCC and DMCCA shall have any liability with respect to the Company, and the Company 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 Company in connection with, arising out of, or in any way related to, these Terms and Conditions or this the Basic Flexi Package.

5. Law and Jurisdiction

5.1 These Terms and Conditions and the Basic Flexi 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 Basic Flexi Package will be subject to the exclusive jurisdiction of the Dubai courts.