

Terms and Conditions– Nook Package

1. Definitions

AED means the currency of the United Arab Emirates.

Applicant means an individual making an Application.

Application means an application to DMCCA to avail of the Nook 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 DMCCA license which is authorised to operate within the DMCC Free Zone and, for the purpose of these Terms and Conditions, set up in Nook and lease a co-working space in Nook.

DMCCA means Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020 (as amended) and situated at Uptown Tower, Uptown Dubai, P.O. Box 337777, Dubai, United Arab Emirates.

DMCC Free Zone means the free zone of DMCCA, 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.

Nook means the third-party business centre which is focused on focused on the sport, fitness, and wellness startups and is located at One JLT, Second Floor in the DMCC Free Zone where Nook leases out co-working desks and shared offices.

Nook Package means this business setup package made available by DMCCA to eligible Applicants subject to these Terms and Conditions as further described in clause 2.

Second Stage means in relation to an Application, the payment of the Nook Package as subjected to these Terms and Conditions, 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 Nook 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.

2. Package

- 2.1. DMCCA shall make the Nook 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 Nook Package shall consist of the following discounts and benefits for any Company that is leasing units in Nook as detailed below:

Year 1	Year 2	Year 3
70% discount on the Company's set up fees (as detailed below).	50% discount on the Company's renewal fees (as detailed below).	30% discount on the Company's renewal fees (as detailed below).
The fees shall be in the amount of AED 10,345 (after the discount referred to above) and includes the following: <ul style="list-style-type: none"> i. application fee; ii. registration fee; iii. fees for the preparation of the AOA; iv. the establishment card fee; and v. license fee; and 	The renewal fees shall be in the amount of AED 10,153 (after the discount referred to above).	i. The renewal fees shall be in the amount of AED 14,206 (after the discount referred to above).
Access to Nook ecosystem benefits.	Access to Nook ecosystem benefits.	Access to Nook ecosystem benefits.
A one-time complimentary resolution service true copy following the issuance of the Business License.		

Fees are inclusive of the knowledge and development fee (KDID) and value added tax (VAT) (where applicable)

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 shall be given at DMCCA's sole discretion and subject to compliance with all regulatory requirements in force in the DMCC Free Zone from time to time.

3.3. 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 DMCCA's online portal, digital verification processes, communication and self-help channels. Physical applications within DMCCA's premises shall not be accepted.

- 3.5. The Nook Package is available for the registration of a new Company only. The Applicant's eligibility for the Nook Package is subject to the Applicant complying with the Laws at all times.
- 3.6. The Nook Package shall at all times be non-exchangeable, non-transferable and non-negotiable and may not be combined with any other special package or discount scheme.
- 3.7. The DMCC Nook Package is only available for Applicants meeting all the following conditions:
- (e) Applicant setting up a Company with Nook;
 - (f) Applicants obtaining a co-working space at Nook; and
 - (g) Company with Business Licence activities as listed in Appendix 1 only.
- 3.8. The Nook Package shall not be available for:
- (h) any Applicant wishing to register a new Company that does not include one of the activities mentioned in Appendix 1 below; and/or
 - (i) 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 Nook 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 Nook Package, the Applicant wishes to relocate outside Nook, the Applicant shall 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 shall 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.
- 3.11. The Nook Package is made at the sole discretion of DMCCA and may be withdrawn or amended by DMCCA at any time as DMCCA deems fit. To the extent permitted by Law, DMCCA accepts no liability to any Applicant or any other third party in connection with the Nook Package or these Terms and Conditions.
- 3.12. In the event of a breach by the Applicant of any Law or DMCCA regulation, DMCCA reserves the right to hold void, restrict, cancel or suspend the Applicant's Business License as DMCCA deems appropriate.
- 3.13. DMCCA cannot guarantee the issuance of any residency visa which is subject to UAE federal Laws and security checks and approvals. DMCCA 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.

4. Miscellaneous

- 4.1. Whether or not a Nook Package has been successfully availed, the Applicant shall indemnify 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 any affiliate, officer, director, employee, attorney, or agent of 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 Nook 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 Nook Package shall be subject to the exclusive jurisdiction of the Dubai International Financial Centre courts.

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APPENDIX 1 - NOOK ACTIVITIES

Activity Code	Activity Name
9241-36	Badminton Training
9241-41	Basketball Training
9241-42	Bowling Club
9241-03	Boxing Club
9241-14	Chess Club
9241-05	Childbirth Support Services (doula)
8519-36	Dieting and Weight Control Services
8519-03	Events Management
7499-46	Fine Arts Training
8090-60	Folklore Dances Training and Performance
9214-02	Food, Health Food and Dairy Consultant
7414-22	Golf Club
9241-20	Gymnastics Club
9241-18	Health and Medical Performance Services
8519-05	Health Awareness Services
8519-15	Health Planning and Consultancies
8519-09	Ladies Physical Fitness Club
9241-13	Lifeguard Services
7499-55	Martial Arts Club
9241-04	Meditation Centre
8512-36	Men Physical Fitness Club
9241-09	Music Consultant
9241-15	Performing Arts and Music Festivals
9214-18	Performing Arts Training Centre
9214-10	Personal Development Training
8090-39	Ping Pong Training
9241-38	Rallies and Sport Tournaments Organizing Services
9241-11	Recreational Services
9249-08	Rugby Football Training
7414-16	Spa and Fitness Clubs Consultant
9241-47	Sport and Recreational Events Tickets Selling
9241-27	Sport Academy
9241-22	Sport Research and Consultancies
7411-14	Sports Agent
9241-31	Sports Events Marketing
9241-07	Sports Services
9241-43	Squash Training
9241-23	Tennis Training Services
9241-37	Volleyball Training
9241-39	Wrestling Training
9241-26	Yoga Centre