

## Terms and Conditions for DMCCA Company Setup– Jumpstart Package

### 1. Definitions

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

**Application** means an application to DMCCA to avail the Jumpstart Package.

**Applicant** means any persons, companies registered in the shareholder register of a Company making an Application.

**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.

**Benefits** means the benefits provided by DMCCA along with the Jumpstart Package Services including but not limited to:

- Company registration and Business License;
- Establishment card;
- Provision of Articles of Association template;
- Complimentary Standard Flexi-Desk;
- One complimentary 2-year residency visa;
- One-time complimentary resolution service true copy following issuance of the Business License ; and
- Option to apply for Package Add-ons.

**Business License** means the renewable license issued by DMCCA allowing the Applicant to conduct business within DMCC Free Zone.

**Company** means a registered company maintaining a Business License which is authorized to operate within DMCC Free Zone.

**DMCCA** means the Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020 (as amended) issued in the Emirate of Dubai, UAE and situated at P.O. Box 337777, Uptown Tower, Uptown Dubai, Dubai, UAE, being the governing authority of DMCC Free Zone.

**DMCC Business Centre** means the centre where sharing desks and offices are leased out by DMCCA to Company.

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

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

**Employee Protection Insurance** means the mandatory insurance, covering employees against any failure from the employer to perform his obligations pursuant to applicable Laws as amended from time to time, which is processed and charged automatically with any visa application.

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

**Jumpstart Package Fees** means the fees and charges as imposed from time to time by DMCCA or any authority with respect to the Jumpstart Package Services and Benefits.

**Jumpstart Package Services** means the business setup services including the Company registration services and the Benefits which are included in the Jumpstart Package offered by DMCCA to Applicant.

**Initial Application Fee** means the fee in the amount of AED 1,035 paid along with the submission of the initial Application for Company setup in DMCC Free Zone.

**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.

**Jumpstart Package** means this business setup package made available by DMCCA to any Applicant subject to these Terms and Conditions as further described in clause 2.

**Package Add-ons** means the following additional services for total a fee of AED 6,000:

- Application for Company setup assistance from DMCCA business setup team; and
- Priority service for Company setup service.

**Package Start Date** means the date at which the Company's registration is completed.

**Package End Date** means 1, 2 or 3 years from the date of the Jumpstart Package tenure's selected by the Applicant on DMCCA Company's online portal.

**Registration Fee** means the fee to register for a Business License and obtain the Certificate of Registration.

**Second Stage** means in relation to an Application the payment of the balance Jumpstart Package Fees, the execution of the Articles of Association ("**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.

**Standard Flexi Desk** means the desk at the DMCC Business Centre which has a validity of one (1) year and is limited to three (3) visas and allows the Applicant to use it four (4) hour per week.

**Third Stage** means in relation to an Application the execution of the lease agreement for an office space or the Standard Flexi Desk 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. Jumpstart Package

2.1 DMCCA will make the Jumpstart Package available to any Applicant who wishes to set up a new Company and will complete an Application, subject to these Terms and Conditions. The Jumpstart Package can be applied for a duration of 1, 2 or 3 years.

- a) The 3-year Jumpstart Package payment plan and discounted fees are detailed in the below table. The Applicant is required to choose one of the two options:

	Payment Plans (including VAT)*
<b>3 Year Jumpstart Package</b>	<b>AED 120,000</b>
<b>*Including Knowledge, Development and Innovation Dirham Charges.</b>	

- b) The 2-year Jumpstart Package payment plan and discounted fees are detailed in the below table. The Applicant is required to choose one of the two options

	Payment Plans (including VAT)*
<b>2 Year Jumpstart Package</b>	<b>AED 81,881</b>
<b>*Including Knowledge, Development and Innovation Dirham Charges.</b>	

- c) The 1-year Jumpstart Package discounted fees are detailed in the below tables. The Applicant is required to choose one of the following two options:

- (i) Option One - Jumpstart Package with Standard Flexi Desk:

	Package Price (including VAT)*
<b>1 year Jumpstart Package</b>	<b>AED 43,780</b>
<b>*Including Knowledge, Development and Innovation Dirham Charges.</b>	

(ii) Option Two - Jumpstart Package with 1-year DMCC Free Zone co working space in Cluster O, Jumeirah Lakes Towers:

	Package Price (including VAT)*
<b>1 year Jumpstart Package with Co Working Space</b>	<b>AED 51,129</b>
<b>*Including Knowledge, Development and Innovation Dirham Charges.</b>	

2.2 The Jumpstart Package includes VAT, Knowledge Development and Innovation Dirhams charges.

2.3 Each Jumpstart Package also includes one complementary residency visa of 2 years. The Applicant acknowledges and undertakes that any fees pertaining to the employee protection insurance, medical fitness typing, and Emirates ID typing shall be paid by the Applicant. The visa application has to be submitted and visa to be issued before the Jumpstart Package end date.

2.4 Additionally, any Company opting for the Jumpstart Package will have complimentary access to DMCC Events.

### 3. Jumpstart Package Conditions

3.1 The process for completing the Application shall consist of four stages, being:

- (a) the First Stage;
- (b) the Second Stage;
- (c) the Third Stage; and
- (d) issuance by DMCCA of a 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 DMCC Free Zone from time to time.

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

3.4 The Applicant acknowledges and undertakes that, if the Applicant fails to complete the stages mentioned in clause 3.1(b) onwards following completion of the First Stage, DMCCA has the right to charge and the Applicant the obligation to pay a cancellation charge in the amount of AED 10,000. Such cancellation charge shall be considered owed to and accrued by DMCCA which has the right to collect the same at any time and by any means following notification to the Applicant.

3.5 The Applicant acknowledges that any Company, registered using the Jumpstart Package which includes any

regulatory, retail and/or industrial activity on their Business License, will be provided with a 1- year Business License renewable yearly for no additional charges (with the exception of the Knowledge and Development fee in the amount of AED 20), subject to the Package End Date.

3.6 The duration of the Standard Flexi Desk access will match the Business License validity.

3.7 The Jumpstart Package is subject to the following conditions:

- (a) the Applicant availing the Jumpstart Package can only apply for 6 business activities from the same group; and
- (b) The Jumpstart Package can only be availed by Applicants opting for a Standard Flexi Desk.

3.8 The Applicant's eligibility for the Jumpstart Package is subject to the Applicant complying with the Laws at all times.

3.9 DMCCA cannot guarantee the grant of any residency visa which is subject to UAE federal security checks and approvals. DMCCA reserves the right to deny any Application, without incurring any liability to the Applicant or any third party, for failure by an Applicant to obtain a residency visa.

3.10 The Applicant acknowledges that in the event the complimentary visa (as provided for in clause 2.3 above) included in the Jumpstart Package is rejected by the Authority, cancelled by the Applicant or for any other reason whatsoever, no refund will be provided under any circumstances. In any such case the Applicant understands that the complementary visa included in the package will be deemed consumed and will not be granted further.

3.11 The Jumpstart Package shall at all times be non-exchangeable, non-refundable, non-transferable and nonnegotiable and may not be combined with any other special offer or discounted scheme.

3.12 The Jumpstart Package shall not be available for:

- (a) existing Companies wishing to alter their Business License;
- (b) existing Companies wishing to renew their Business License;
- (c) Any application to register a new Company which has already reached the First Stage and/or Second Stage;
- (d) Applicants which are applying to open a branch or subsidiary; and
- (e) Companies where the option of renting a Standard Flexi Desk is not available as per their business activity requirement.

3.13 Where the Applicant does not meet the requirements to avail the Jumpstart Package as set out in these Terms and Conditions, the Applicant shall be liable to pay all fees applicable in respect of their Application at standard rates.

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

- 3.15 The Jumpstart Package cannot be availed in conjunction with any other discounts or promotions offered by DMCCA.
- 3.16 In the event the successful Applicant wishes to go beyond the visa quota as provided with the Standard Flexi Desk, it will be required to upgrade to any other property type with a higher visa quota. In the case of such an upgrade is to a unit in DMCC Business Centre, the rate of the Standard Flexi-Desk will be adjusted with the rent of the new unit. No refund will be given to any Applicant moving out of DMCC Business Centre within the selected Jumpstart Package tenure.
- 3.17 In the event of a breach by the Applicant of any Laws, DMCCA reserves the right to hold void, restrict, cancel or suspend the Applicant's Business License as deems appropriate.
- 3.18 In the event a Company defaults any payments owed to DMCCA, the Company acknowledges and undertakes that DMCCA is entitled in such event to apply a monthly penalty at the rate of 1% of the amount due and/or cancel the Company's Business License with the license status being publicly available on the company registrar available at <https://landing.dmcc.ae/public-search>.
- 3.19 These Terms and Conditions may be amended by DMCCA from time to time in its sole discretion as it deems fit.

#### **4. Miscellaneous**

- 4.1 The Applicant (whether or not an Jumpstart Package has been availed) shall indemnify 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 DMCC Free Zone and DMCCA, nor any affiliate, officer, director, employee, attorney, or agent of DMCC Free Zone and 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 Jumpstart Package.

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

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

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