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 Offer and/or a Package by an Applicant.

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 DMCCA.

Basic Biz Package means the original offer launched by DMCC subject to the terms and conditions available at https://www.dmcc.ae/business-setup-package.

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.

Crypto Centre Package means the existing DMCC package that is exclusive for crypto businesses setting up in DMCC subject to the terms and conditions available at <u>https://www.dmcc.ae/download_file/7061/0</u>.

DMCCA means the Dubai Multi Commodities Centre Authority governed by Law No. (3) of 2020 (as amended).

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

DMCC means the free zone known as Dubai Multi Commodities Centre, governed by Law No. (3) of 2020 (as amended).

First Stage means in relation to an Application to avail a Package the creation or submission of the relevant online application form acknowledging acceptance of these Terms and Conditions in the form prescribed by DMCC.

Jumpstart Package means the original offer launched by DMCC subject to the terms and conditions available at <u>https://www.dmcc.ae/business-setup-package</u>.

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.

Offer Launch Date means the date on which the Offer was launched by DMCC on 1st November 2022.

Offer means this offer made by DMCC to any Applicant subject to these Terms and Conditions as further described in clause 2.

Offer Period means the period of availability of the Offer starting from the Offer Launch date and ending on 30th December 2022.

Package(s) means all together or any individually the Basic Biz Package, Crypto Centre Package, Jumpstart Package and the Prime Plus Package.

Prime Plus Package means the original package launched by DMCC subject to the terms and conditions available at <u>https://www.dmcc.ae/business-setup-package</u>.

Second Stage means in relation to an Application to avail a Package the payment of the Company Setup Fees, 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 to avail a Package the execution of the lease agreement for an office space or the Flexi Desk 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. Offer

- 2.1 Subject to clause 3.7 below, DMCC shall make the Offer available only to Applicant who shall make an Application within the Offer Period, subject to these Terms and Conditions.
- 2.2 The Offer for shall consist of the following additional discount on the following Packages when setting up a Company:

PACKAGES	ADDITIONAL DISCOUNT
Prime Plus Package	3 years 1 instalment option - discount of AED 15,175
	3 years 2 instalments option – discount of AED 7,890
	1 year option – discount of AED 3,815
Jumpstart Package	1 year option – discount of AED 4,360
	2 years option – discount of AED 12,255
	3 years option – discount of AED 23,955
Crypto Centre Package	Discount of AED 3,400
Basic Biz Package	Discount of AED 3,550

3. Offer's Conditions

- 3.1 The Offer is available for new Company registration using a Package and for all existing leads having at the time of the Offer Launch Date completed no more than the First Stage of their Application only. The Applicant's eligibility for the Offer is subject to the Applicant complying with the Laws at all times.
- 3.2 To beneficiate from the Offer, the Applicant must complete the Second Stage of its Application before the end of the Offer Period through digital interactions, using DMCC's online portal, digital verification processes, communication and self-help channels. The physical Applications in DMCC's premises will not be accepted.
- 3.3 DMCC cannot guarantee the grant of any residency visa which is subject to UAE federal security checks and approvals. DMCC 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.

- 3.4 The Offer shall at all times be non-exchangeable, non-transferable and non-negotiable and may only be combined with any other special offer or discounted scheme as set out in these Terms and Conditions.
- 3.5 The Offer shall not be available for:
 - (a) existing Companies wishing to alter their Business License;
 - (b) existing Companies wishing to renew their Business License; and
 - (c) Applicants who have completed the Second Stage and Third Stage of their Application.
- 3.6 Where the Applicant does not meet the requirements to avail the Offer 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.
- 3.7 The Offer is made at 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 Offer or these Terms and Conditions.
- 3.8 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.
 - 3.9 These terms may be amended by DMCC from time to time in its sole discretion as it deems fit.

4. Miscellaneous

- 4.1 The Applicant (whether or not an Offer has been availed) 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 Offer.

5. Law and Jurisdiction

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

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