

## Prime Business 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.
- **Benefits** means the benefits to be provided by DMCC (within the Package Validity Period) to any Company availing this Package, including but not limited to:
  - 3-times 30% discount on Business Licence amendment (over 3 Years);
  - 3-times 30% discount on office sharing permit over 3 years (if applicable);
  - 1-time 30% discount on additional 1 year Business Licence;
  - Priority service for licence renewal;
  - Business Licence late renewal penalty waiver; and
  - 9-times Networking Events over (over 3 Years).
- **Business Licence** means the renewable license issued by DMCCA allowing the Company to conduct business within the DMCC.
- **Company** means a registered company maintaining a DMCC Business License which is authorised to operate within DMCC.
- **Networking Events** means the events organized and hosted by DMCC for the Companies.
- **DMCCA** means the Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020.
- **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 and situated at P.O. Box 48800, Almas Tower, Jumeirah Lakes Towers, Dubai, United Arab Emirates.
- **Flexi Desk** means Standard Flexi Desk and Special Flexi Desk.
- **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 DMCC.

- **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 DMCC Company’s online portal and expiring 3 years from this date.
- **Package Value** means the value of the Prime Business Package being the one of a standard Business Licence including 6 activities with the same activity code in the amount of AED 20,265.
- **Prime Business Package (or Package)** means the Services and the Benefits offered by DMCC to Company availing this Package pursuant to these Terms and Conditions. .
- **Services** means the services to be provided by DMCC (within the Package Validity Period) to Company availing this Package, including but not limited to:
  - Renewal of Business Licence for 3 years;
  - 3 Years establishment card (over 3 years);
  - 1-time operation fitness certificate;
  - 3-times non objection certificate to 3rd party (over 3 years);
  - 3-times company registry extract over the Package Validity Period;
- **Special Flexi Desk** means the space which DMCC will allocate for the Business License within the DMCC Business Centre for one (1) year and including one (1) visa only which the applicant is allowed to use one (1) hour per month.
- **Standard Flexi Desk** means the space within the DMCC Business Centre allocated to a Company for one (1) year including three (3) only visas and allowing the Company to use it for four (4) hours per week.
- **UAE** means the United Arab Emirates.
- **VAT** means value means value added tax as defined by Federal Law by Decree No. 13 of 2016.

**2. Prime Business Package**

- 2.1 DMCC shall make the Prime Business Package available to any eligible Company upon renewing their Business Licence, subject to these Terms and Conditions.
- 2.2 In addition to the Services and Benefits, the Prime Business Package shall consist of the following:
- a) A payment plan, to be selected by the Company on DMCC Company’s portal, allowing the Company to pay the Prime Business Package fees in one or multiple instalments:

	Payment Plans*
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Time for payment	Option A 2 instalments	Option B 1 instalment
At Package's selection	AED 47,615	AED 76,140
18 months from the Package's selection	AED 31,570	N/A
TOTAL	AED 79,185	AED 76,140
*including VAT, Knowledge Development and Innovation Dirhams charges.		

b) For the avoidance of doubt, the fee discounts/waiver are applicable against the Services and Benefits provided herein only and exclusively, and any other fees implemented as part of the application process are not waived.

2.3 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. Prime Business 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 three times (as a result of the Package Validity Period) the value in excess of the Package Value. This additional amount will be directly included in the price of this Package and shall be paid as per the instalment plan selected pursuant to clause 2.2 above.

3.2 Prime Business Package is not available for Company having their Business Licence valid for 90 days or more.

3.3 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.

3.4 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..

3.5 The Company's eligibility for the Prime Business Package is always subject to the Company complying with the Laws.

- 3.6 The Prime Business 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.
- 3.7 Where the Company does not meet the requirements to avail the Prime Business 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.
- 3.8 The Company acknowledges that in the event the Company's Business Licence includes any regulatory, and /or retail activity, the Company will be provided with a 1- year Business License renewable yearly for no additional charges up until the expiry of the Package.
- 3.9 Office sharing permit service is subject to the Company meeting the Office Sharing Permit Policy criteria (available on [https://www.dmcc.ae/download\\_file/3297/0](https://www.dmcc.ae/download_file/3297/0)).
- 3.10 In the event of a breach by the Company of any Law, DMCC reserves the right to hold void, restrict, cancel or suspend the Company's Business License as deems appropriate.
- 3.11 These Terms and Conditions and the Prime Business Package may be amended by DMCC from time to time or withdrawn in DMCC's sole discretion as it deems fit.
- 3.12 In the event a Company defaults any payments owed to DMCC, the Company acknowledges and undertakes that DMCC is entitled 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>.
- 3.13 The Prime Business Package cannot be availed in conjunction with any other package, discounts or promotions offer by DMCC.
- 3.14 To the extent permitted by Law, DMCC accepts no liability to any Company or any other third party in connection with the Prime Business Package or these Terms and Conditions.
- 3.15 The Prime Business Package shall not be available for existing Company with:
- (a) an Industrial Business License;
  - (b) General Trading activity on their Business License;
  - (c) Business Centre activity on their Business License;
  - (d) a Flexi Desk lease; and/or
  - (e) an active subscription to Prime Business Package or any other packages.
- 3.16 All stages of application to avail this Package must be completed 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.
- 3.17 All Services and Benefits included in the Prime Business Package 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.

#### **4. Miscellaneous**

- 4.1 The Company (whether or not an Prime Business Package 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 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 the DMCCA, nor any affiliate, officer, director, employee, attorney, or agent of DMCC and the 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 the Prime Business Package.

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

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