Terms and Conditions– DMCC E-Gaming Package

1.   **Definitions**

AED means the currency of the United Arab Emirates.

AOA means the articles of association of a Company.

Applicant means an individual making an Application.

Application means an application to DMCCA as described in clause 3.1, to avail the DMCC E-Gaming 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 Free Zone with an activity listed in Appendix 1 of these Terms and Conditions.

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 DMCC E-Gaming Centre and leasing a co-working space.

DMCC E-Gaming 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.

DMCCA means Dubai Multi Commodities Centre Authority, 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 Gaming Centre means DMCC Free Zone e-gaming ecosystem, located at Cluster O co-working space in Jumeirah Lake Towers which focuses on e-gaming and e-sports businesses.

DMCC E-Gaming Package means the package for a Business Licence in the DMCC E-Gaming Centre pursuant to these Terms and Conditions.

DMCC Free Zone means the free zone of DMCC, 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 DMCCA of the form acknowledging acceptance of these Terms and Conditions in the form prescribed by DMCCA.

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.

Second Stage means in relation to an Application, the payment of the DMCC E-Gaming Package fees as subjected to these Terms and Conditions, the execution of the AOAfor the Company and the provision of all necessary documentation as required by DMCCA from time to time following completion of the First Stage.

Third Stage means in relation to an Application, the execution of the agreement for a co-working space in in DMCC E-Gaming Centre 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 will make the DMCC E-Gaming 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 DMCC E-Gaming Package shall consist of the following:

a) A special discount over a period of two (2) years for any Company leasing units in DMCC E-Gaming Centre as further detailed below:

Year 1	Year 2
The fees will be in the amount of AED 32,256, and include the following:	The fees will be in the amount of AED 33,075 and include the following:
i. Application fee; ii. Registration fee; iii. Preparation of AOA; iv. Establishment card; v. Business License; vi. One co-working desk in DMCC E-Gaming Centre; and vii. Access to DMCC E-Gaming Centre ecosystem benefits.	i. Establishment card; ii. Business License; iii. One co-working desk in DMCC E-Gaming Centre; and iv. Access to DMCC E-Gaming Centre ecosystem benefits.

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 will be given at DMCCA's sole discretion and subject to compliance with all regulatory requirements in force in DMCCA from time to time.

3.3 The Second Stage and Third Stage must be completed within thirty (30) 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 in DMCCA's premises will not be accepted.

3.5 Notwithstanding clause 3.9, the DMCC E-Gaming Package is available for the registration of a new Company only. The Applicant's eligibility for the DMCC E-Gaming Package is subject to the Applicant complying with the Laws at all times.

3.6 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.

3.7 The DMCC E-Gaming Package shall at all times be non-exchangeable, non-transferable and non-negotiable and may not be combined with any other special package or discounted scheme.

3.8 The DMCC E-Gaming Package is only available for Applicants meeting all the following conditions:

   (a) Applicant setting up a Company within the DMCC E-Gaming Centre;

   (b) Applicants obtaining a co-working space at DMCC E-Gaming Centre; and

   (c) Company with Business Licence activities as listed in Appendix 1 only.

3.9 The DMCC E-Gaming Package shall not be available for:

   (a) Any Applicant wishing to register a new Company that does not include one of the activities mentioned in Appendix 1 below; and/or

   (b) Any Application wishing to register a new Company which has already reached the Second Stage and/or Third Stage.

3.10   Where the Applicant does not meet the requirements to avail the DMCC E-Gaming 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.

3.11   If during the second year of availing this DMCC E-Gaming Package, the Applicant wishes to relocate outside DMCC E-Gaming Centre, the Applicant will 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 will 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 its Business Licence at standard rates and in full.

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

3.13   In the event of a breach by the Applicant of any Laws or DMCCA regulations, DMCCA reserves the right to hold void, restrict, cancel or suspend the Applicant's Business License as deems appropriate.

4. Miscellaneous

4.1 Whether or not a DMCC E-Gaming Package has been successfully availed, the Applicant shall indemnify the DMCC Free Zone 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 DMCCA, nor the DMCC Free Zone or any affiliate, officer, director, employee, attorney, or agent of DMCCA and/or the DMCC Free Zone 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 DMCC E-Gaming 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 DMCC E-Gaming Package will be subject to the exclusive jurisdiction of the Dubai International Financial Centre courts.

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APPENDIX 1 – DMCC E-Gaming Centre Activities

Activity Code	Activity Name
724097	E-sports League Operator
724096	E-sports Tournament Support Platform
724095	E-sports Event Management
724094	Gaming Academy
724093	E-sports Online Publication
724092	E-sports Data & Analytics Services
724078	Gaming Community Management
724091	Gaming Consultancy Services
724090	Gaming Development Services
724089	Gaming Engine Operation
724088	Gaming Industry Research Services
724087	Gaming Localization Services
724086	Gaming Streaming Social Media Platform
724085	Gaming Studio
724084	Online Players Support Service Providers
724083	Gaming Quality Assurance Specialized Services
724082	Virtual Reality & Augmented Reality Provision & Development Services
724081	Gaming Publisher
724080	Gaming Content Production
724079	Gaming Production Service Providers
7229-98	Metaverse service provider