

## Flexi Boost 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:

One -year Package	Two-year Package	Three-year Package
<ul style="list-style-type: none"><li>• 1-time 20% discount on business licence amendment</li><li>• Priority service for business licence renewal</li><li>• Business licence renewal penalty waiver</li></ul>	<ul style="list-style-type: none"><li>• 2-time 20% discount on business licence amendment</li><li>• Priority service for business licence renewal</li><li>• Business licence renewal penalty waiver</li></ul>	<ul style="list-style-type: none"><li>• 3-times 20% discount on business licence amendment</li><li>• Priority service for business licence renewal</li><li>• Business licence renewal penalty waiver</li></ul>

- **Business Licence:** means the renewable licence issued by DMCCA allowing the Company to conduct business within the DMCC.
- **Company:** means a registered company maintaining a Business Licence which is authorized to operate within DMCC.

- **DMCCA:** means the Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020.
- **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, Uptown Tower, Jumeirah Lakes Towers, Dubai United Arab Emirates.
- **DMCC Business Centre:** means the center where Standard Flexi Desks and offices are leased out by DMCC to Company.
- **Flexi Boost Package (or Package):** means the Services and the Benefits offered by DMCC to Company availing this Package pursuant to these Terms and Conditions.
- **Laws:** means all legislation, decrees, resolutions, acts, statutes, ordinal
- nces, 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 1, 2 or 3 years from this date.
- **Package Value:** means the value of one standard Business Licence including 6 activities with the same activity code and in the amount of AED 20,265.
- **Services:** means the services to be provided by DMCC (within the Package Validity Period) to Company availing this Package, including but not limited to:

One -year Package	Two-year Package	Three-year Package
<ul style="list-style-type: none"> <li>• Renewal of Business Licence for one-year</li> <li>• One- Year establishment card</li> <li>• One- Year Standard Flexi Desk</li> <li>• One-time non-objection certificate to third party</li> <li>• One complimentary two-year residency visa</li> </ul>	<ul style="list-style-type: none"> <li>• Two- Years business licence renewal</li> <li>• Two-Years establishment card</li> <li>• Two-Years Standard Flexi Desk</li> <li>• Two-times non objection certificate to third party</li> <li>• One complimentary two-year residency visa</li> </ul>	<ul style="list-style-type: none"> <li>• Three-Years business licence renewal</li> <li>• Three-Years establishment card</li> <li>• Three-Years Standard Flexi Desk</li> <li>• Three-times non objection certificate to 3rd party</li> <li>• One complimentary two-year residency visa</li> </ul>

- **Standard Flexi Desk:** means the desk in DMCC Business Centre with a validity of one one-year, limited to three (3) visas and allowing the Company to use it four (4) hours per week.
- **UAE:** means the United Arab Emirates.
- **VAT:** means value added tax as defined by Federal Law by Decree No. 13 of 2016.

## **2. Flexi Boost Package**

1. DMCC shall make the Flexi Boost Package available to any eligible Company upon renewing their Business Licence, subject to these Terms and Conditions.
2. The Flexi Boost Package can be availed for a duration of 1, 2 or 3 years:
  - a) The 1-year Flexi Boost Package discounted fees are as follows:

	Payment Plans (including VAT) *
Time for payment	Full discounted amount to be paid at Package's selection
<b>TOTAL</b>	<b>AED 43,620</b>
*Excluding Knowledge Development and Innovation Dirhams charges. These charges may be charged separately in addition to the prices mentioned above.	

- b) The 2-years Flexi Boost Package discounted fees are as follows:

	Payment Plans (including VAT) *
Time for payment	Full discounted amount to be paid at Package's selection
<b>TOTAL</b>	<b>AED 81,701</b>
*Excluding Knowledge Development and Innovation Dirhams charges. These charges may be charged separately in addition to the prices mentioned above.	

- c) The 3-years Flexi Boost Package payment plan and discounted fees are detailed in the table below. The Company is required to choose one of the two following options:

	Payment Plans (including VAT) *
Time for payment	Full discounted amount to be paid at Package's selection
<b>TOTAL</b>	AED 119,780
*Excluding Knowledge Development and Innovation Dirhams charges. These charges may be charged separately in addition to the prices mentioned above.	

1. Each Flexi Boost Package includes one complementary residency visa of 2 years (based on an outside country visa application fee). The Applicant acknowledges and undertakes that the complementary residency visa is excluding any fees pertaining to inside country visa application, visa title of (investor, or partner), change of status, employee protection insurance, visa priority service, medical fitness typing, and Emirates ID typing (**Additional Fees**) and the Company undertakes that any of these Additional Fees shall be paid by it, where applicable.
2. To avail the complementary residency visa of 2 years, the Company acknowledges and undertakes that the visa application must be submitted, and the residency visa issued before the expiry of the Package Validity Period.
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.Flexi Boost Package Conditions**

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, 1, 2 or 3 times (depending on the Package Validity Period) the value in excess of the Package Value. This additional amount will be directly included in the price of the Package and shall be paid as per the payment plan selected pursuant to clause 2.2 above.
2. The Standard Flexi Desk included in the Package is in the amount of AED 16,000. If an Applicant would like to avail a Standard Flexi Desk with a higher value than the one included in the Package, it will not be covered within the Package and the difference of value will be additionally charged to the Applicant at the time of availing the Package.
3. Flexi Boost Package is not available for Company having their Business Licence valid for 90 days or more.
4. 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.
5. 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.
6. The Company's eligibility for the Flexi Boost Package is always subject to the Company complying with the Laws.
7. The Flexi Boost 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.
8. Where the Company does not meet the requirements to avail the Flexi Boost 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.
9. The Company acknowledges that if the Business Licence selected by the Company in the 2- or 3-years Flexi Boost Package includes any regulatory, and /or retail activity on their Business Licence, the Company will be provided with a 1- year Business Licence renewable yearly for no additional charges up until the expiry of the Package.

10. In the event of a breach by the Company of any Laws, DMCC reserves the right to hold void, restrict, cancel or suspend the Company's Business Licence as deems appropriate.
11. These Terms and Conditions and the Flexi Boost Package may be amended by DMCC from time to time or withdrawn in DMCC's sole discretion as it deems fit.
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 Licence with the licence status being publicly available on the company registrar available at <https://landing.dmcc.ae/public-search>.
13. The Flexi Boost Package cannot be availed in conjunction with any other package, discounts or promotions offer by DMCC.
14. To the extent permitted by Law, DMCC accepts no liability to any Company or any other third party in connection with the Flexi Boost Package or these Terms and Conditions.
1. The Flexi Boost Package shall not be available for existing Company with:
  - (a) an Industrial Business Licence
  - (b) General Trading activity on their Business Licence
  - (c) Business Centre activity on their Business Licene
  - (d) an active subscription to Flexi Boost Package or any other packages
  - (e) an office space other than flexi desk
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.
17. All Services included in the Flexi Boost 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 a Flexi Boost 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 willful 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.

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 this Flexi Boost Package.

## **5. Law and Jurisdiction**

1. These Terms and Conditions and the Flexi Boost 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 Flexi Boost Package will be subject to the exclusive jurisdiction of the Dubai courts.