

## TERMS AND CONDITIONS – BUSINESS SUPPORT PACKAGE (PHASE 3)

### GENERAL CONDITIONS

#### 1. Definitions

**Application** means an application to DMCC to avail an Offer.

**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 Licence** means the renewable licence issued by DMCCA allowing the Applicant to conduct business within the DMCC.

**Company** means a registered company maintaining a DMCC licence which is authorised to operate within DMCC.

**Fee** means the fees and charges as imposed from time to time by any authority with respect to the services including but not limited to:

- (a) the Registration Fee;
- (b) the Renewal Fee;
- (c) the Licence Fee;
- (d) Reinstatement Fee;
- (e) Late Payment Fee;
- (f) Knowledge and Innovation Fee;

any other fees or administrative charges imposed from time to time by any authority with respect to the services.

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

**DMCC Business Centre (DMCC BC)** 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

**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.

**License Expiry Date** the date on which the Company's license expires.

**Offers Launch Date** means the date on which the Offers was launched by DMCC.

**Offers** means the Offers 1 to 12 as detailed in the Particulars made by DMCC to Company subject to these Terms and Conditions and the Particulars.

**Offer Period** means the period of availability of the Offers starting from the Offers Launch Date on 27th October 2020 and ending on 31 December 2020.

**Terms and Conditions** means the General and Particular Conditions herein.

**UAE** means the United Arab Emirates.

## **2. Offer**

2.1 Subject to the Particular Conditions following these General Conditions, DMCC shall make the Offers available to the Company and will make an Application during the Offer Period, subject to these Terms and Conditions.

2.2 The Offers shall be detailed in the Particular Conditions.

## **3. Offer Conditions**

3.1 The Company shall meet the Offers' conditions as provided in the Particular Conditions to avail the Offers. The Application process 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.

3.2 All Application to avail the Offers must be completed through digital interactions, using DMCC's online portal, digital verification processes, communication and self-help channels. Any physical Applications submitted at DMCC's premises will not be accepted.

3.3 The Company's eligibility for the Offers is subject to the Company complying with the Laws at all times.

3.4 The Offers shall at all times be non-exchangeable, non-transferable and non-negotiable and may not be combined with any other special offer or discounted scheme unless provided otherwise in the Particular Conditions.

3.5 Unless otherwise agreed in the Particular Conditions, a Company may only avail one of the Offers.

3.6 Where the Company does not meet the requirements to avail the Offers as set out in these Terms and Conditions, the Company shall be liable to pay all Fees as applicable from time to time.

3.7 The Offers are currently available until 31<sup>st</sup> December 2020. However, the Offers are made at the DMCC sole discretion and DMCC reserves the right to withdraw, amend or discontinue the Offers at any time as DMCC deems fit. To the extent permitted by Law, DMCC accepts no liability to any Company or any other third party in connection with the Offers or these Terms and Conditions.

- 3.8 In the event of a breach by a Company of any Law or DMCC regulation, DMCC reserves the right to, hold void, restrict, cancel or suspend the Company's Business Licence as deems appropriate.
- 3.9 The Offers are not available to any Company which already submitted their request before the Offer Launch Date. For the avoidance of doubt, any request that is submitted before the Offer Launch Date, cannot be cancelled and reapplied to avail the Offers.
- 3.10 Once submitted, any service request returned to the Company for missing requirements/documents should be fulfilled during the Offer Period to avail the Offers. DMCC, at its sole discretion, may provide grace period to fulfil the requirements after the Offers have expired.

#### **4. Miscellaneous**

- 4.1 The Company (whether or not either of the Offers have 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 any Offers.

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

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

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## **PARTICULAR CONDITIONS**

- 1. 20% discount on 1-year Licence Renewal for Company holding a valid license and applying for renewal during the Offer Period (Offer 1):**
  - 1.1 Offer 1 is not applicable to any Company which already submitted the licence renewal request or renewed the licence before the Offer Period.
  - 1.2 Offer 1 is not applicable for any request submitted with missing documents.
  - 1.3 Any Company having a valid licence for 364 days or less is entitled to avail Offer 1 subject to submitting and fulfilling the licence renewal requirement before the expiration of Offer 1.
  - 1.4 Any amount paid against this Offer 1 is not refundable even in the event the Company chooses to windup earlier than the chosen period. This renewal option is available for Companies with restricted activities Industrial Licence, Owners Association and/or Retail Licence.
  - 1.5 Offer 1 does not apply to the Knowledge Fee and Innovation Fee and if applicable will need to be paid additionally.
  
- 2. 25% discount on 2-years Licence Renewal for Company holding a valid license and applying for renewal during the Offer Period (Offer 2):**
  - 2.1 Offer 2 is not applicable to any Company which already submitted the licence renewal request or renewed the licence before the Offer Period.
  - 2.2 Offer 2 is not applicable for any request submitted with missing documents.
  - 2.3 Any Company having a valid licence for 364 days or less is entitled to avail Offer 2, subject to submitting and fulfilling the licence renewal requirement before the expiration of Offer 2. Any amount paid against this Offer 2 is not refundable even in the event the Company chooses to windup earlier than the chosen period. This multi-year renewal option shall not be available for Companies with restricted activities Industrial Licence, Owners Association and/or Retail Licence.
  - 2.4 Offer 2 does not apply to the Knowledge Fee and Innovation Fee and if applicable will need to be paid additionally.
  
- 3. 30% discount on 3-years Licence Renewal for Company holding a valid license and applying for renewal during the Offer Period (Offer 3):**
  - 3.1 Offer 3 is not applicable to any Company which already submitted the licence renewal request or renewed the licence before the Offer Period.
  - 3.2 Offer 3 is not applicable for any request submitted with missing documents.
  - 3.3 Any Company having a valid licence for 364 days or less is entitled to avail Offer 3 subject to submitting and fulfilling the licence renewal requirement before the expiration of Offer 3.
  - 3.4 Any amount paid against this Offer 3 is not refundable even in the event the Company chooses to windup earlier than the chosen period. This multi-year renewal option shall not be available for Companies with restricted activities Industrial Licence, Owners Association and/or Retail Licence.
  - 3.5 Offer 3 does not apply to the Knowledge Fee and Innovation Fee and if applicable will need to be paid additionally.
  
- 4. 20% discount on 1, 2, and 3-years Licence Renewal for Company holding a license which expired between 1<sup>st</sup> January 2020 and the launch of the Offer Period (Offer 4):**

- 4.1 Offer 4 is not applicable to any Company which already submitted the licence renewal request or renewed the licence before the Offer Period.
- 4.2 Offer 4 is not applicable for any request submitted with missing documents.
- 4.3 Offer 4 is available to all Companies holding licenses that have expired between 1<sup>st</sup> January 2020 and the launch of Offer 4.
- 4.4 Any amount paid against this Offer 4 is not refundable even in the event the Company chooses to windup earlier than the chosen period. This multi-year renewal option shall not be available for Companies with restricted activities Industrial Licence, Owners Association and/or Retail Licence.
- 4.5 Offer 4 does not apply to the Knowledge Fee and Innovation Fee and if applicable will need to be paid additionally.

**5. 30% discount on additional Licence (Offer 5):**

- 5.1 Offer 5 is applicable to any Company with a valid license irrespective of the license validity that would like to request for an additional license.
- 5.2 Subject to the Terms and Conditions General Conditions, a Company can avail this Offer 5 for licence period of 1, 2 or 3 years. However, any amount paid against this Offer 5 is not refundable even in the event the Company chooses to windup earlier than the chosen period.
- 5.3 Offer 5 does not apply to the Knowledge Fee and Innovation Fee and if applicable will need to be paid additionally.

**6. 100% waiver of Late licence renewal penalty Fee (Offer 6):**

- 6.1 Offer 6 is applicable to all Companies with expired licences which have the options to obtain a waiver of all licence penalty Fees, if any, to facilitate renewal of the licence.
- 6.2 Offer 6 is not applicable for any company which already paid the licence penalty Fees.
- 6.3 Offer 6 does not apply to the Knowledge Fee and Innovation Fee and if applicable will need to be paid additionally.

**7. 50% discount on both Company Reinstatement Fee and License issuance (Offer 7):**

- 7.1 Offer 7 is applicable to all Companies which licences has been terminated by authority in order to facilitate licence reinstatement and application for new licence, subject to DMCC Approval.
- 7.2 Offer 7 is not applicable for a license period of 2 or 3 years. For the avoidance of doubt, upon Company Reinstatement, Company can apply for 1-year license only.
- 7.3 Offer 7 is not applicable for any Company which already submitted and/or processed a Company Reinstatement request before the Offer Period.
- 7.4 Offer 7 does not apply to the Knowledge Fee and Innovation Fee and if applicable will need to be paid additionally.

**8. Two months' rent free for Flexi desk renewals and DMCC BC renewals (Offer 8):**

- 8.1 Offer 8 consists of two separate Offers that cannot be availed together:
  - The two months' rent-free Offer (Rent-Free Offer); and
  - The instalment plan Offer (Instalment Offer).
- 8.2 The Rent-Free Offer is available for any Company availing a DMCC BC lease at the time of renewal of their licence. Such Company can enjoy two months free rental period on DMCC BC leases of their choice provided that it is not a short-term lease of 3 to 6 months. For the avoidance of doubt, the

Rent-Free Offer is not applicable to DMCC BC Company which signs short term agreement (3-6 months lease) to later move in a physical office.

- 8.3 The Rent-Free Offer may be availed in conjunction with Offer 1 upon request from the Company to the licence renewal offer at the time of renewal.
- 8.4 As an alternative, Companies may avail the Instalment Offer instead of the Rent-Free Offer. To avail the Instalment Offer, Companies should submit duly signed post-dated cheques covering the instalment period at the time of renewal.
- 8.5 The Instalment Offer may be availed in conjunction with Offer 1 upon request from the Company to the licence renewal officer at the time of renewal.
- 8.6 Offer 8 is only available for renewals of existing DMCC BC Company. A Company which already submitted a request to renew or renewed their lease cannot avail this Offer 8.
- 8.7 Offer 8 is not available for any new lease resulting from a Company downgrading from physical office to DMCC BC lease.
- 8.8 Offer 8 does not apply to the Knowledge Fee and Innovation Fee and if applicable will need to be paid additionally.

**9. 100% waiver of late lease renewal penalty Fee for flexi desk or DMCC BC (Offer 9):**

- 9.1 Any Company, which incurred late penalties as a result of their DMCC BC expiry, can have the penalties waived off upon fulfilling the lease and licencing conditions.
- 9.2 Offer 9 is not available for Company which already paid the lease penalty Fees.
- 9.3 Offer 9 does not apply to the Knowledge Fee and Innovation Fee and if applicable will need to be paid additionally.

**10. 100% waiver of office sharing permit Fee (Offer 10):**

- 10.1 A waiver of the office sharing permit is not applicable if a Service Request has already been submitted or processed.
- 10.2 The Fees paid for any permits issued before the Offer Period are not refundable.
- 10.3 Offer 10 does not apply to the Knowledge Fee and Innovation Fee and if applicable will need to be paid additionally.

**11. 100% waiver on change of address fee for downgrading from physical office to DMCC BC (Offer 11):**

- 11.1 A waiver of the change of address is not applicable if a Service Request has already been submitted or processed.
- 11.2 The Fees paid for any change of address for downgrading from physical office to DMCC BC issued before the Offer Period are not refundable.
- 11.3 Offer 11 does not apply to the Knowledge Fee and Innovation Fee and if applicable will need to be paid additionally.

**12. 50% discount on Dormancy (Offer 12):**

- 12.1 Offer 12 is applicable to any Company with a valid license irrespective of the license validity or expired license that would like to freeze a Company for 12, 24 or 36 months.
- 12.2 Any amount paid against this Offer 12 is not refundable even in the event the Company chooses to windup or reinstate earlier than the chosen period.

12.3 Offer 12 does not apply to the Knowledge Fee and Innovation Fee and if applicable will need to be paid additionally.

**ACKNOWLEDGEMENT**

By availing the Offers, the Company acknowledges and agrees to be bound by the Terms and Conditions above in relation to the selected Offer(s).