

Terms and Conditions for WLP DMCC Proposed Benefits

1. Definitions

AED means the currency of the United Arab Emirates.

Almas Gold Vault means a secured area in Almas Tower where valuable goods such as gold are stored.

Applicant means a WLP Member making an Application.

Application means an application to DMCC to avail the 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 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.

DMCCA means the Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020 and situated at P.O. Box 48800, Almas Tower, Jumeirah Lakes Towers, Dubai, United Arab Emirates.

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

DMCC Coffee and Tea Centre means Dubai Tea Trading Centre DMCC having its registered address at S10814, Jebel Ali Free Zone South, P.O Box 48800, Dubai, United Arab Emirates

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

DMCC Tradeflow means DMCC online platform for registering and trading of commodities that are stored in UAE facilities.

First Stage means in relation to an Application the submission of the relevant online application form, payment of the initial application fee, and signature and return to DMCC of the form acknowledging acceptance of these Terms and Conditions in the form prescribed by DMCC

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.

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 31st December 2021.

Registration Fee means the fee to register for DMCC license and obtain the Certificate of Registration.

Second Stage means in relation to an Application the payment of the balance Company Setup Fees, the execution of the Memorandum of Association and Articles of Association (“**MOA**” and “**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 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.

WLP Members means the World Logistic Passport members who are subscribers to logistics loyalty program developed by Dubai Logistics World (**DLW**) and enabled by the global presence of key partners such as among others DP World, Emirates SkyCargo and Dnata. DLW is 100% owned by the Ports, Customs and Freezone Corporation (**PCFC**) which is a Government of Dubai entity responsible for trade and logistics facilitation in Dubai including Dubai Customs.

2. Offer

2.1 DMCC shall make the Offer available to WLP Members who wishes to set up a new Company, subject to these Terms and Conditions.

2.2 The Offer for WLP Members shall consist of the following:

- a) WLP Members who wish to transfer their company to DMCC by way of re-domiciliation or company migration will benefit of the following discount on Registration Fee as follows (excluding the Knowledge and Development Fee (“**KDID Fee**”) of AED 20 which will be charged separately for this service):
 - i. A discount of AED 1,250 on Registration Fee for Applicant with silver tier WLP membership;
 - ii. A discount of AED 2,000 on Registration Fee for Applicant with gold tier WLP membership; and
 - iii. A discount of AED 2,500 on Registration Fee for Applicant with platinum tier WLP membership.
- b) WLP Members who wish to setup a new Company or transfer their company to DMCC will additionally benefit of a discount on Business License Fee as follows (excluding the KDID Fee of AED 20 which will be charged separately for this service):
 - i. A discount of AED 5,066 on Business License Fee for Applicant with silver tier WLP membership;
 - ii. A discount of AED 8,106 on Business License Fee for Applicant with gold tier WLP membership; and A discount of AED 10,132 on Business License Fee for Applicant with platinum tier WLP membership.
- c) Free access to DMCC events for all WLP Members as follows:

Silver	Knowledge Series + Networking Events
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Gold	Knowledge Series + Networking Events + Club Events
Platinum	Knowledge Series + Networking Events + Club Events + DMCC Flagship Events

- d) WLP Members who wish to access DMCC Tradeflow will benefit of a discount on the registration fee of DMCC Tradeflow:
- i. A discount of AED 1,255 on DMCC Tradeflow registration fee for Applicant with silver tier WLP membership;
 - ii. A discount of AED 2,510 on DMCC Tradeflow registration fee for Applicant with gold tier WLP membership; and
 - iii. A waiver of AED 5,020 on DMCC Tradeflow registration fee for Applicant with platinum tier WLP membership.

- e) WLP Members benefit of a discount on processing and storage fees in the DMCC Coffee and Tea Centre as follows:

Silver	5% discount on storage and processing fees
Gold	10% discount on storage and processing fees
Platinum	20% discount on storage and processing fees

- f) WLP Members who wish to utilize the vaults in Almas Tower can also benefit of a discount on storage charges in Almas Gold Vault as follows:

Silver*	10%
Gold*	20%
Platinum*	30%

* The specific terms and conditions of vaulting can be obtained directly from Brinks Global Services. For Brinks terms and conditions, visit https://www.brinksglobal.com/terms_of_use/transport_contract.aspx

3. Offer Conditions

3.1 The Applicant's eligibility for the Offer is subject to the Applicant complying with the Laws at all times.

3.2 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.

- 3.3 The Offer 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.
- 3.4 The First Stage shall be completed within the Offer Period and the Second Stage and the Third Stage must be completed within thirty (30) days from the completion of the First Stage,
- 3.5 All stages of the Application must be completed through digital interactions, using DMCC's online portal, digital verification processes, communication and self-help channels. Any physical Applications in DMCC's premises will not be accepted.
- 3.6 The Offer shall not be available for:
 - (a) existing Companies wishing to alter and/or renew their Business License;
 - (b) Any application to register a new Company which has already reached the First Stage and/or Second stage; and
 - (c) Non-WLP members.
- 3.7 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.
- 3.8 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.
- 3.9 The Offer cannot be availed in conjunction with any other discounts or promotions offered by DMCC.
- 3.10 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.
- 3.11 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.

4.4 The benefits provided to the Applicant pursuant to this Terms and Conditions offered by DMCCA, are solely against DMCC or DMCCA and subject exclusively to these Terms and Conditions or such other terms and conditions as advised from time to time by DMCCA. To the extent permitted by the Laws, the Applicant agrees that DLW shall have no liability whatsoever in respect of any Offer or other benefit supplied by DMCCA or in connection with DMCCA's refusal to supply an Offer or other benefit to an Applicant.

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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