1. **Definitions**

   AED means the currency of the United Arab Emirates.

   Applicant means an individual making an Application.

   Application means an application to DMCCA to avail of the Astrolabs Package.

   Astrolabs means the third-party business centre which is focused on technology and telecommunications and is located at Parkside Retail Level - Cluster R, Jumeirah Lake Towers - Dubai where Astrolabs leases out co-working desks and shared offices.

   Astrolabs 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.

   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.

   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 and lease a co-working space in Astrolabs.

   DMCCA means Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020 (as amended) and situated at Uptown Tower, Uptown Dubai, P.O. Box 337777, Dubai, United Arab Emirates.

   DMCC Free Zone means the free zone of DMCCA, 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 Astrolabs Package as subjected to these Terms and Conditions, the execution of the Articles of Association (**AOA**) for 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 an office in Astrolabs 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 shall make the Astrolabs Package available to any Applicant wishing to set up a new Company and who completes an Application, subject to these Terms and Conditions.

The Astrolabs Package shall consist of the following waivers and/or benefits for any Company that is leasing a unit in Astrolabs as detailed below:

Year 1
a) The following fees shall be waived during company setup:
i.   application fee;
ii.   registration fee;
iii.   license fee; and
iv.   establishment card fee.
b) Preparation of the AOA.
c) Access to Astrolabs ecosystem benefits.
d) A one-time complimentary resolution service true copy following issuance of the Business License.

2.2 For the avoidance of doubt, the waivers and benefits relating to the Astrolabs Package only to the company set up and are not applicable any renewals.

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 shall be given at DMCCA's sole discretion and subject to compliance with all regulatory requirements in force in the DMCC Free Zone from time to time.

3.3 The Second Stage and the Third Stage must be completed within thirty 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 within DMCCA's premises shall not be accepted.

3.5 The Astrolabs Package is available for the registration of a new Company only. The Applicant's eligibility for the Astrolabs Package is subject to the Applicant complying with the Laws at all times.

3.6 The Astrolabs 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.

3.7 The Astrolabs Package is only available for Applicants meeting all of the following conditions:

(a) Applicant setting up a Company with Astrolabs;

(b) Applicants obtaining a co-working space in Astrolabs; and

(c) Company with Business Licence activities falling under those listed in Appendix 1 and/or any activities classified under the "Technology and Telecommunications" sector with activity code number starting with "72" only.

3.8 The Astrolabs Package shall not be available for:

(a) any Applicant wishing to register a new Company whose activities do not fall under the ones set out in clause 3.7(c) above.

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

3.9 Where the Applicant does not meet the requirements to avail the Astrolabs 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.

3.10 The Astrolabs Package is made available at the sole discretion of DMCCA and may be withdrawn or amended by DMCCA at any time as DMCCA deems fit. To the extent permitted by Law, DMCCA accepts no liability to any Applicant or any other third party in connection with the Astrolabs Package or these Terms and Conditions.

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

3.12 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.

4. Miscellaneous

4.1 Whether or not a Astrolabs Package has been successfully availed, the Applicant shall indemnify 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 any affiliate, officer, director, employee, attorney, or agent of 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 package.

5. Law and Jurisdiction

5.1 These Terms and Conditions and the Astrolabs 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 Astrolabs Package shall be subject to the exclusive jurisdiction of the Dubai International Financial Centre courts.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

APPENDIX 1 - ASTROLABS ACTIVITIES

Activity Code	Activity Name
4530-08	Security and Surveillance Systems Installation and Maintenance
4530-09	Internal Communication Network Installation and Maintenance
4530-10	Communication and Wireless System Equipment Installation
5110-98	Therapeutic Services Brokerage Via Electronic Media
5110-99	E-Marketplace Service Provider (DMCC)
5149-15	Ink and Printing Materials Trading
5151-01	Computer Electric Accessories Trading
5151-02	Software Trading
5151-03	Computer and Data Processing Requisites Trading
5151-04	Computer Equipment Requisites Trading
5151-07	Robotics and Smart Machines Trading
5159-14	Radio, TV Stations, Cinema and Theater Equipment Trading
5159-53	Calculators and Spare Parts Trading
5159-54	Typewriters, Photocopiers and Spare Parts Trading
5190-11	Fiber Optic Products and Requisites Trading
5190-12	Astronomy Equipment Trading
5260-13	Mobile Phone Repair
5260-33	Mobile Phone Upgrading Services
7210-01	Computer Systems Consultancies
7210-02	Network Consultancies
7210-03	Information Technology Consultants
7210-04	Internet Consultancy
7210-06	Cyber Security Consultancy
7229-01	Software House
7229-02	Electronic Chips Programming
7229-03	Web-Design
7229-04	Internet Content Provider
7229-05	Education and Training Computer Software
7229-06	Computer Graphic Design Services
7229-07	Social Media Applications Development and Management
7230-01	Data Entry Services
7230-02	Cyber Risk Management Services
7240-01	IT Infrastructure
7240-04	Internet Services
7240-98	Offshore Gaming Operator
7240-99	Online Gaming Services
7250-01	Computer Repair and Maintenance
7250-02	Typewriters and Calculators Repair and Maintenance
7290-01	Public Networking Services
7290-02	Computer System Housing Services

Note: The above list is not exhaustive and any activities reasonably falling under the "Technology and Telecommunications" sector with an activity code number starting "72" may be eligible for this Astrolabs Package, subject to these Terms and Conditions.