

Terms and Conditions – DMCC 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 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 Business License which is authorized to operate within the DMCC Free Zone and, for the purpose of these Terms and Conditions, set up in DMCC Gaming Centre and leasing a co-working space.

DMCCA means Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020 (as amended) issued in the Emirates of Dubai and situated at P.O. Box 48800, Uptown Tower, Jumeirah Lakes Towers, Dubai, UAE, being the governing authority of DMCC Free Zone.

DMCC Free Zone means the free zone of DMCCA, governed by Law No. (3) of 2020 (as amended) issued in the Emirate of Dubai, UAE.

DMCC Gaming Centre means DMCC Free Zone Gaming ecosystem, located at Level 12, Uptown Tower in Jumeirah Lake Towers which focuses on Gaming and e-sports businesses.

DMCC Gaming Package means the package for a Business License in the DMCC Gaming Centre to eligible Applicants pursuant to these Terms and Conditions.

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.

License Renewal Fees means the fees corresponding to the Business License renewal only. For the avoidance of doubt, License Renewal Fees exclude any costs associated with (including but not limited to) desk/office lease and establishment card.

Renewal Fees means the fees payable by an Applicant to renew its Business License by availing this DMCC Gaming Package. Such fees include but are not limited to the License Renewal Fees, the establishment card and one co-working desk for one year only at the DMCC Gaming Centre.

Second Stage means in relation to an Application, the payment of the DMCC Gaming Package fees as subjected to these Terms and Conditions, the execution of the 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 a co-working space in DMCC 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.

VAT means value added tax as defined by Federal Law by Decree No. 13 of 2016 concerning the establishment of Federal Tax Authority.

2. Package

2.1 DMCCA will make the DMCC Gaming Package available to any Applicant wishing to set up a new Company or renew their existing Business License and who completes an Application, subject to these Terms and Conditions.

2.2 Subject to these Terms and Conditions, the DMCC Gaming Package shall consist of the following:

- a) A special discount over a period of 5 (5) years for any Company leasing units in the DMCC Gaming Centre as further detailed below:

Year 1	Renewals Years 2 to 5
<p>The fees will be in the amount of AED 31,000* and include the following:</p> <ol style="list-style-type: none"> i. Application fee; ii. Registration fee; iii. Preparation of AOA; iv. Establishment card; v. Business License; vi. One co-working desk in DMCC Gaming Centre; vii. Access to DMCC Gaming Centre ecosystem benefits; and viii. One-time complimentary resolution service true copy following issuance of the Business License. 	<p>The fees will be in the amount of AED 32,584*(Renewal Fees) and include the following:</p> <ol style="list-style-type: none"> i. Establishment card; ii. Business License; iii. One co-working desk in DMCC Gaming Centre; and iv. Access to DMCC Gaming Centre ecosystem benefits. <p>*The special discount is already applied and is only applicable against the License Renewal Fee.</p>

*Price is inclusive of VAT and Knowledge & Innovation Dirhams.

3. Package Conditions

3.1 Subject to any other contradicting terms in these Terms and Conditions, the process for completing the Application for Year 1 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 3.1 above, the process for all Renewals' Application (Year 2 to Year 5) shall consist of the following steps:

- a) Applicants shall submit a "Service Request" through the Company's members portal for the renewal of their Business License selecting the DMCC Gaming Package;
- b) Applicants shall renew their co-working desk lease in the DMCC Gaming Centre; and
- c) Applicants shall pay the applicable and corresponding Renewal Fees.

Once the payment of the Renewal Fees is completed, DMCCA will then review the application and, where eligible, issue the renewed Business License and all other relevant document in respect of an application.

3.6 Notwithstanding clause 3.9, the DMCC Gaming Package is only available to Applicants who (1) submit an application to register a new Company or renew their Business License having availed the DMCC Gaming Package originally and (2) meet the DMCC Gaming Package criteria at the time of renewal. The Applicant's eligibility for the DMCC Gaming Package is subject to the Applicant complying with the Laws at all times.

3.7 The DMCC 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 Gaming Package is only available for Applicants meeting all the following conditions:

- (a) Applicant setting up a Company within the DMCC Gaming Centre or renewing their Business License and meeting the conditions set out in these Terms and Conditions to avail the DMCC Gaming Package;
- (b) Applicant obtaining or renewing their existing lease for a co-working space at the DMCC Gaming Centre; and
- (c) The Company currently hold or will hold a Business License with the activities as listed in Appendix 1 only.

3.9 The DMCC Gaming Package shall not be available for:

- (a) Any Applicant wishing to register a new Company or renew a Business License that does not include one of the activities mentioned in Appendix 1 below; and/or
- (b) Any Application 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 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 During any given year where the DMCC Gaming Package has been successfully availed by an Applicant (Year 1 to Year 5 included), should an Applicant wishes to relocate outside of the DMCC Gaming Centre, such 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 License at standard rates and in full.

3.12 The DMCC 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 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 Gaming Package has been successfully availed, the Applicant shall indemnify the DMCC Free Zone and 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. Governing Law and Jurisdiction

5.1 These Terms and Conditions and the DMCC 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 Gaming Package will be subject to the exclusive jurisdiction of the Dubai International Financial Centre courts.

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APPENDIX 1 – DMCC Gaming Centre Activities

Section 1 – Gaming 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
722998	Metaverse service provider
724098	Offshore Gaming Operator
724099	Online Gaming Services