

Terms and Conditions for DMCC Sustainability Hub

1. Definitions

Applicant means a DMCC Entity or applicant for a DMCC Entity License which makes an Application.

Applicant and Member Privacy Policy means DMCC's privacy policy for applicants and members which can be found [here](#).

Application means an application by an Applicant to DMCC to become a Sustainability Hub Affiliate.

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 DMCC.

DMCC means the Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020 issued in the Emirate of Dubai (as amended, replaced or re-enacted from time to time), which authority has governance over the DMCC Free Zone and situated at P.O. Box 48800, Uptown Tower, Uptown Dubai, Dubai, UAE.

DMCC Entity means a registered company or branch maintaining a business license which is authorized to operate within DMCC Free Zone.

DMCC Entity License means a renewable license issued by DMCC to a DMCC Free Zone registered company or branch, allowing a company or branch to conduct business in or from the DMCC Free Zone.

DMCC Free Zone means the free zone of DMCC, governed by Law No. (3) of 2020 issued in the Emirate of Dubai (as amended, replaced or re-enacted from time to time) and regulated and operated by DMCC, the location, area and boundaries of which are specified in Law No. (3) of 2020.

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.

Sustainability Hub means the DMCC Sustainability Hub, a comprehensive ecosystem designed to support sustainable innovation and practices for businesses within the global trade community.

Sustainability Hub Affiliate means a DMCC Entity which has been granted Sustainability Hub Affiliation following a successful Application.

Sustainability Hub Affiliation means affiliation to the Sustainability Hub affording the benefits set out these Terms and Conditions.

Sustainability Hub Partner means any third-party organization, institution, or service provider that has entered into an agreement with DMCC to collaborate through the Sustainability Hub and provide Sustainability Hub Affiliates with services, resources, or expertise on preferential terms, including discounted rates or additional benefits. Sustainability Hub Partners act independently and are not employees, agents, or representatives of DMCC. The current list of Sustainability Hub Partners is made available on the DMCC website.

Terms and Conditions means these Terms and Conditions.

UAE means the United Arab Emirates.

2. Sustainability Hub Application Process

- 2.1 Applications by existing DMCC Entities must be made via DMCC's online portal. Applications by those applying to become a DMCC Entity can be made as part of the process. Applications must be made digitally and will not be accepted in person. There is no charge for making an Application.
- 2.2 The Applicant will be required to complete a form and submit supporting documents. The exact documents required will be advised during the Application process.
- 2.3 DMCC will carry out an initial review of the Application and supporting documents and determine whether the Applicant should proceed to the next stage. If so, DMCC will contact the Applicant to schedule an interview, either online or in-person.
- 2.4 On the basis of the Application, supporting documents, and interview, DMCC will determine whether the Applicant shall be granted Sustainability Hub Affiliation.
- 2.5 DMCC may approve or deny an Application or request further documents or information at any stage of the Application process in its absolute discretion.
- 2.6 Where an Application is not approved, the Applicant may complete a third-party certification through one of the Sustainability Hub Partners, following which the Applicant may reapply for Sustainability Hub Affiliation.

3. Sustainability Hub Affiliation Conditions

- 3.1 A Sustainability Hub Affiliate's continuing eligibility for Sustainability Hub Affiliation is subject to the Sustainability Hub Affiliate:
 - a) complying with the Laws in force in the DMCC Free Zone at all times; and
 - b) actively engaging in the Sustainability Hub by participating in a minimum of one Sustainability Hub activity, event, or initiative per calendar year.
- 3.2 Sustainability Hub Affiliation is made available at DMCC's sole discretion and may be withdrawn or amended by DMCC at any time as DMCC deems fit.

4. Data Privacy

- 4.1 The Applicant's privacy and personal data are important to DMCC. During the course of the Application and the term of Sustainability Hub Affiliation, DMCC will collect, process, transfer and

store certain personal data provided by an Applicant in accordance with applicable data protection Laws.

- 4.2 Any personal data that the Applicant provides to DMCC will be dealt with in line with DMCC's Applicant and Member Privacy Policy, which explains what personal data DMCC collects from an Applicant, how and why DMCC collects, stores, uses and shares such data, the Applicant's rights in relation to its personal data and how to contact DMCC and supervisory authorities if an Applicant has a query or complaint about the use of its personal data.
- 4.3 The Applicant is responsible for the accuracy, quality and legality of its data, the means by which it acquired its data and the Applicant's use of its data during the course of the Application and the term of its Sustainability Hub Affiliation. The Applicant agrees to abide by all applicable data protection and data privacy Laws in relation to such.
- 4.4 By agreeing to these Terms and Conditions, the Applicant confirms that it provides DMCC with its express consent to process Personal Information as required for the Member Purpose (as both such terms are defined in the Applicant and Member Privacy Policy), including for the avoidance of doubt for the processing of the Applicant's Application, and further provides its express consent to provide Personal Information to third parties as set out within the Applicant and Member Privacy Policy and to process Personal Information outside of the Applicant's location as required.

5. Law and Jurisdiction

These Terms and Conditions and the Sustainability Hub Affiliation 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 Sustainability Hub Affiliation will be subject to the exclusive jurisdiction of the Dubai courts.

6. General

- 6.1 To the fullest extent permitted by Laws, neither DMCC Free Zone, DMCC, nor any affiliate, officer, director, employee, attorney, or agent of DMCC Free Zone or DMCC shall have any liability with respect to the Applicant in connection with or arising out of these Terms and Conditions or the Sustainability Hub Affiliation.
- 6.2 DMCC and the Applicant are and shall remain independent parties. Nothing in these Terms and Conditions shall be construed to make DMCC an agent or legal representative of the Applicant.
- 6.3 These Terms and Conditions may be amended by DMCC from time to time in its sole discretion.