

Terms and Conditions for DMCC Sustainability Hub Programme

1. Definitions

Applicant means a Member 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 to participate in the Programme.

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.

Climate Essentials means Climate Essentials Limited, a limited liability company incorporated and registered in England and Wales with company number 12007941 whose registered office is at Stag Gates House, 63/64 The Avenue, Southampton, Hampshire, SO17 1XS.

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 licence which is authorised to operate within DMCC Free Zone.

DMCC Entity Licence means a renewable licence 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.

Earthly means Earthly Limited, a limited liability company incorporated in England and Wales, with registered number 11403131 and having its registered address as 2 Leman Street, London, E1W 9US.

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.

Member means a DMCC Entity that becomes a member of the Sustainability Hub.

Programme means the programme offered to Members as further described in clause 2 of these Terms and Conditions, as may be amended by DMCC from time to time.

S&P Global means S&P Global Market Intelligence LLC, a New York corporation with its principal office at 55 Water Street, New York, NY 10041.

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

Terms and Conditions means these Terms and Conditions.

UAE means the United Arab Emirates.

2. Details of the Programme

2.1. The Programme comprises the following offerings from S&P Global, Climate Essentials and Earthly:

2.1.1.S&P Global - Environmental, social and governance (ESG) benchmarking and assessment:

- a) Discounted access to the S&P Global corporate sustainability assessment (**CSA**), a globally recognised ESG benchmarking tool for SMEs.
- b) 1 free CSA assessment for one Member to be selected by DMCC acting in its sole discretion.
- c) 1 expert session with S&P Global covering: (i) the importance of ESG benchmarking; (ii) how CSA aligns with investor expectations; and (iii) steps to improve ESG performance.

2.1.2.Climate Essentials - Carbon footprint measurement:

- a) 3-month 'taster' subscription for Climate Essentials for Business (at the equivalent rate of 3 months -10%) on carbon accounting and reporting with tools to calculate scope 1 emissions.
- b) 3 x 1-hour support sessions across the 3-month period (onboarding, check-in, and wrap-up).
- c) This enables Members to: (i) establish baseline emissions; (ii) identify reduction opportunities; and (iii) begin structured sustainability reporting.

2.1.3. Earthly - Carbon strategy and nature-based solutions:

- a) Complimentary sustainability assessment or subsidised nature risk screening.
- b) Guidance on investing in verified nature-based projects that: (i) remove carbon; (ii) restore biodiversity; and (iii) support local communities.

2.2. The timetable for availing of the offerings will be determined by DMCC and the relevant partners and will be notified to the Applicants.

2.3. DMCC reserves the right to amend or vary the details of the Programme at any time, acting in its sole discretion.

3. Programme Application Process

- 3.1. Applicants must hold a DMCC Entity Licence and become a member of the Sustainability Hub.
- 3.2. Existing Members holding a DMCC Entity Licence may apply for the Programme by scanning the QR code at [\[link\]](#), applying for membership of the Sustainability Hub and selecting the relevant Programme link made available by DMCC to certain business sectors.
- 3.3. There is no charge for making an Application to the Programme.
- 3.4. Applicants acknowledge and agree that they are available to participate in the Programme on the dates and times that have been communicated by DMCC.
- 3.5. DMCC will review any Application and will determine (acting in its sole discretion) whether the Applicant will participate in the Programme. An Application does not guarantee participation in the Programme.
- 3.6. DMCC may approve or deny an Application or request further documents or information at any stage of the Application process in its absolute discretion.
- 3.7. If an Applicant is accepted for participation in the Programme, they will be notified by DMCC.
- 3.8. Selected Applicants acknowledge and agree that, following a request from DMCC, they will provide feedback on the Programme, such feedback to be provided in a reasonable timeframe.
- 3.9. By submitting an Application, Members are deemed to have accepted and agreed to be bound by these Terms and Conditions.

4. Promotion of the Programme

- 4.1. Applicants agree that DMCC will be entitled to use any of the Applicant's content, pictures, trademarks and logos for the purpose of promoting the Programme.

5. Data Privacy

- 5.1. The Applicant's privacy and personal data are important to DMCC. During the course of the Application and the term of the Programme, DMCC will collect, process, transfer and store certain personal data provided by an Applicant in accordance with applicable data protection Laws.
- 5.2. 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.
- 5.3. 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 the Programme. The Applicant agrees to abide by all applicable data protection and data privacy Laws in relation to such.
- 5.4. 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.

6. Law and Jurisdiction

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

7. General

- 7.1. 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.
- 7.2. 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.
- 7.3. These Terms and Conditions may be amended by DMCC from time to time in its sole discretion.