

Memorandum of Understanding (“MOU”)

Between

Dubai Multi Commodities Centre Authority

and

the DIFC Courts

INTRODUCTION:

- A. The Dubai Multi Commodities Centre Authority (**DMCC**) is a free zone authority responsible for supporting and developing a leading business environment within the Emirate of Dubai. It provides regulatory, administrative, and commercial frameworks that enable companies to operate efficiently and competitively.
- B. The Dubai International Financial Centre Courts (**DIFC Courts**) form part of the legal system of the United Arab Emirates. They hear civil and commercial disputes that are connected to the DIFC or that the parties have agreed may be heard by the DIFC Courts.

1. PURPOSE AND PRINCIPLES

- 1.1 The Parties intend to maintain a constructive and collaborative relationship that supports their respective mandates and enhances awareness of relevant services among stakeholders.
- 1.2 The Parties agree that cooperation under this MOU will be guided by principles of transparency, professionalism, and mutual respect.
- 1.3 Both Parties contribute to Dubai’s broader strategic vision by promoting excellence, transparency, and innovation within their respective mandates.
- 1.4 The Parties have maintained a cooperative relationship under a Memorandum of Understanding (**MOU**) originally entered into in 2015 and subsequently renewed and amended on several occasions.
- 1.5 The Parties now wish to extend and update their cooperation under this MoU in a manner that supports their shared interests and the wider business community.
- 1.6 This MOU is a statement of mutual intent and does not modify or supersede any applicable laws or regulatory requirements in the Emirate of Dubai.

2 AREAS OF COLLABORATION

- 2.1 The Parties intend to cooperate in areas of mutual interest through general coordination, information sharing, and jointly agreed initiatives. Such collaboration may include, without limitation:
- a) Facilitating dialogue and exchange of information on matters relevant to the Parties' respective mandates;
 - b) Coordinating on initiatives that address the needs and interests of the business community, including activities designed to enhance awareness of available services; and
 - c) Supporting communication efforts that promote mutually agreed initiatives, programs, or services relevant to the Parties' respective communities.
- 2.2 The Parties acknowledge that any specific initiative or activity arising from this MOU shall be subject to separate agreement, and nothing in this MOU obliges either Party to undertake any activity unless mutually agreed in writing.

3 CONFIDENTIALITY AND DATA PROTECTION

- 3.1 The Parties shall maintain the confidentiality, integrity, and security of all information exchanged under this MOU and shall comply with applicable data protection and privacy laws in the Emirate of Dubai.
- 3.2 Confidential information shall not be disclosed to third parties except as required by law or with the prior written consent of the disclosing Party. Each Party shall ensure that any disclosure permitted under this MOU is made only to individuals or entities subject to appropriate confidentiality obligations.
- 3.3 Upon termination or expiry of this MOU, each Party shall return or securely destroy confidential information received from the other Party, unless retention is required by applicable law.

4 COMMENCEMENT AND TERM

- 4.1 This MOU shall take effect from the date signed by both Parties and shall remain in force for the agreed term unless terminated earlier by written notice.
- 4.2 The Parties may mutually agree in writing to extend or amend this MOU.

5 GENERAL PROVISIONS

- 5.1 This MOU does not create any legal partnership, joint venture, or agency relationship between the Parties.
- 5.2 Nothing in this MOU obliges either Party to undertake any activity unless mutually agreed in writing.

5.3 This MOU constitutes a statement of intent and does not create legally binding obligations, except for provisions relating to confidentiality, data protection, and any other clauses expressly stated to be binding.

5.4 This MOU shall be governed by the laws of the Emirate of Dubai and the applicable laws of the United Arab Emirates.