

1- DEFINITIONS AND INTERPRETATION
1.1. The following terms are used throughout the Agreement and the General Terms and Conditions, and have the following meanings:
“Business Day” means any working day in QATAR unless such days are announced as public holidays in QATAR (Sundays through to and including Thursdays, and excluding Fridays and Saturdays).
Business Hours” means between 9am – 6pm on each Business Day.
“Customer” means a person or company that contacts, engages and/or purchases Vendor Goods and/or Vendor Services from the Vendor.
“Confirmation Order” means each written or electronically transmitted confirmation orders sent by the Platform Provider to the Vendor and which may include, without limitation, name of the Customer, reference numbers, the description of the Vendor Goods and/or Vendor Services, date and time, Purchase Price, quantity, and any special conditions.
“First Instalment” means the first instalment due to the Platform Provider from a Customer in respect of the relevant Vendor Goods and/or Vendor Services, being the percentage of the Purchase Price as specified through the Platform at the time of the relevant transaction.
“QATAR” means the State of Qatar.
“Party” shall mean either the Platform Provider or the Vendor; “Parties” shall mean the Platform Provider and the Vendor collectively.
“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
“Platform” means any online tool provided, processed and/or maintained by the Platform Provider (including, but not limited to, all subpages and subdomains, all content, Platform Services and products available at or through the Platform Provider’s website located www.spendwisor.app and/or its mobile application, and/or any other related domain offering access to, or facilitating the provision of, the Platform Services)
“Platform Fee” means the platform fee mentioned in the Agreement.
“Platform Services” means the services that the Platform Provider will offer the Vendor and/or Customer through the Platform as described in the Agreement.
“Purchase Price” means the price of Vendor Goods and/or Vendor Services (including any applicable VAT) as set out in a Confirmation Order.
“Sub-processor” means any third-party engaged by the Vendor who has or potentially will have access to or process the Personal Data.

<p>“Successful Transaction” means receipt by the Platform Provider of payment of the First Instalment through the Platform.</p>
<p>“Term” means the period during which the Agreement is in effect, as more specifically set forth in the Agreement.</p>
<p>“Settlement Amount” shall have the meaning attributed to it in the Agreement.</p>
<p>“Vendor Goods” means all eligible goods of the Vendor (as agreed between the Parties from time to time) that can be purchased by Customers using the Platform Services.</p>
<p>“Vendor Services” means all eligible services of the Vendor (as agreed between the Parties from time to time) that can be purchased by Customers using the Platform Services.</p>
<p>2- GENERAL OBLIGATIONS AND WARRANTIES OF THE VENDOR</p>
<p>2.1. The Vendor shall provide the Platform Provider comprehensive information regarding the Vendor, and the Vendor Goods and/or Vendor Services, including without limitation, Vendor Goods’ details, Vendor Services’ details, the Purchase Price, available delivery dates/timelines of the Vendor Goods and Vendor Services and other such information as may be required by the Platform Provider from time to time (as applicable).</p>
<p>2.2. The Vendor shall not permit Customers to purchase the Vendor Goods and/or Vendor Services using the Platform (and the Platform Provider has no obligation to supply the Platform Services to the Vendor) until the Vendor has completed and returned to the Platform Provider all required documentation.</p>
<p>2.3. In order for a Customer to purchase the Vendor Goods and/or Vendor Services, the Customer shall be required to sign up to the Platform. The Vendor hereby acknowledges and agrees that Platform Provider shall not be a party to any transaction conducted outside of the Platform and, as such, Platform Provider shall not be responsible for performing any obligation in connection with any Vendor Goods and/or Vendor Services sold outside of the Platform. The Platform Provider disclaims all liability arising from or related to any Vendor Goods and/or Vendor Services sold to a Customer outside of the Platform.</p>
<p>2.4. The Vendor undertakes to immediately reimburse the Platform Provider for any amounts received by it against Vendor Goods and/or Vendor Services which are unavailable for delivery to the Customer for any reason. The Vendor hereby authorizes the Platform Provider to offset or deduct such reimbursable amount from any subsequent Settlement Amount or any other amount owed to the Vendor without the need for any additional notice or consent from the Vendor.</p>
<p>2.5. The Vendor shall not provide or deliver any Vendor Goods and/or Vendor Services to a Customer prior to receiving a corresponding Confirmation Order from the Platform. Upon receipt of a Confirmation Order, the Vendor agrees and acknowledges that the</p>

<p>Vendor shall directly engage with Customers, make the Vendor Goods and/or Vendor Services available to the Customer in the agreed-upon manner (as if the Vendor had received the Settlement Amount directly from the Customer), provide the Vendor Goods and/or Vendor Services in accordance with the Vendor's standard terms and conditions to the satisfaction of Customers, and solely be responsible for the Vendor Goods and/or Vendor Services and all related services.</p>
<p>2.6. It is understood and agreed by the Vendor that the Platform Provider shall not be responsible for the payment of the Purchase Price or Settlement Amount of any Vendor Goods and/or Vendor Services for which no Confirmation Order has been communicated to the Vendor through the Platform.</p>
<p>2.7. In the event a Customer approaches the Vendor directly outside of the Platform for the extension of an instalment period in relation to the Vendor Goods and/or Vendor Services, the Vendor shall notify the Platform Provider immediately of any such interaction and refer such Customer to the Platform Provider.</p>
<p>2.8. During the Term of this Agreement, the Vendor shall:</p>
<p>a. comply with the terms of this Agreement, all applicable local laws, rules and regulations in QATAR including the applicable e-commerce and consumer protection laws. The Vendor agrees that the Platform Provider may refuse to display on the Platform any Vendor Goods and/or Vendor Services that, in the Platform Provider's sole view, violate this Agreement or any applicable laws and regulation;</p>
<p>b. undertake all necessary steps to complete and maintain the technical integration with the Platform so as to ensure the availability and continuity of the Platform Services;</p>
<p>c. maintain its license with the competent regulators/authorities; and</p>
<p>d. hold a valid insurance policy with terms and limits customary to Vendors that sell similar Vendor Goods or provide similar Vendor Services; and</p>
<p>2.9. The Vendor shall not use a Customer's information to attempt, persuade or induce a Customer to make a purchase outside the Platform or to cancel a Successful Transaction made through the Platform. Any such attempt shall be considered to be a material breach of this Agreement.</p>
<p>2.10. The Vendor hereby irrevocably and unconditionally acknowledges that the sale by the Vendor to the Platform Provider in respect of the Vendor Goods and/or Vendor Services shall be concluded when a Confirmation Order is generated for the Vendor in respect of the relevant Vendor Goods and/or Vendor Services, at which point title to the Vendor Goods will be transferred to the Platform Provider. Notwithstanding any agreement between the Vendor and the Platform Provider concerning transfer of title, the Vendor shall bear all risk of loss or damage regarding the Vendor Goods until the Customer's receipt of such Vendor Goods in accordance with the terms hereof.</p>
<p>2.11. The Vendor warrants and undertakes that:</p>
<p>a. The Vendor has the full capacity and right to grant licenses and authorizations contemplated under clause 4 to the Platform Provider;</p>

<p>b. neither the Vendor Goods nor Vendor Services are counterfeit, illegal, prohibited or restricted under QATAR laws and regulations;</p>
<p>c. all Vendor Goods and/or Vendor Services comply with applicable quality and safety standards;</p>
<p>d. neither the Vendor Goods nor Vendor Services breach or violate any third party intellectual property rights; and</p>
<p>e. all Vendor Goods and/or Vendor Services match the description given by the Vendor on the Platform and that all Vendor Goods are in sound condition.</p>
<p>2.12. The Vendor will, at all times, have complete responsibility for the quality of the Vendor Goods and/or Vendor Services, and for complying with any underlying transaction with any Customer.</p>
<p>2.13. The Vendor warrants and acknowledges that (i) it has the authority to validly enter into and/or be bound by this Agreement; (ii) it is eligible to provide the Vendor Goods and Vendor Services in QATAR; (iii) all policies of the Vendor (including the Vendor's refund policy) comply with all applicable QATAR laws; (iv) it is lawfully licensed in QATAR and holds all governmental approvals necessary for the provision of the Vendor Goods and/or Vendor Services, and its license and such governmental approvals are valid and up to date. In case of any license suspension or non-compliance with any government approval that is required for the performance and provision of the Vendor Goods and/or Vendor Services, the Vendor undertakes to immediately cease from using the Platform and promptly notify the Platform Provider of such suspension and/or non-compliance. Any suspension of the Vendor's license or Vendor's non-compliance with any government approval that is required for the performance and provision of the Vendor Goods and/or Vendor Services shall be considered as material breach of this Agreement.</p>
<p>2.14. The Vendor will notify the Platform Provider at least 7 Business Day prior to any change in the Vendor's working hours or delivery timelines during Ramadan/Public holidays.</p>
<p>3- OBLIGATIONS OF THE PLATFORM PROVIDER</p>
<p>3.1. The Platform shall provide technical guidelines and guidance to facilitate integration with the Platform.</p>
<p>3.2. The Platform Provider shall enroll and list the Vendor on the Platform subject to the Vendor completing the technical integration.</p>
<p>3.3. The Platform Provider shall publish the applicable link to the Vendor's website on the Platform, as provided and/or updated by the Vendor from time to time.</p>
<p>3.4. The Platform Provider shall provide the Vendor with a Confirmation Order in relation to each Successful Transaction pertaining to Vendor Goods and/or Vendor Services.</p>

3.5. The Platform Provider shall promptly pay the Vendor in accordance with the terms of this Agreement.

4- MARKETING

4.1. Throughout the Term of this Agreement, in connection with the operation and marketing of the Platform (whether online or offline), the Vendor hereby grants to the Platform Provider a free of charge right to use, copy and publicly display, any photo, logo, video and information available on the Vendor’s website about its Vendor Goods and/or Vendor Services in an “*as is*” manner, including without limitation, the details of the Vendor Goods and/or Vendor Services, the Vendor details, the Purchase Price, applicable terms and conditions and other identifying marks.

4.2. The Vendor undertakes to make a clear reference on its website and other marketing material to the Platform Provider and the Platform Provider’s logo next to all Vendor Goods and/or Vendor Services which are available through the Platform. Failure by the Vendor to display and promote the Platform Provider’s logo and information shall constitute a material breach of this Agreement.

4.3. The Vendor hereby grants to the Platform Provider the right to use, copy and publicly display, for the Term of this Agreement and in connection with the operation and marketing of the Platform (whether online or offline), any photo, logo, video and information about the Vendor Goods and/or Vendor Services and the Vendor as provided by the Vendor or pre-agreed between the Parties.

4.4. The Platform Provider hereby grants to the Vendor the right to use, copy and publicly display, for the Term of this Agreement and in connection with the operation and marketing campaigns of the Vendor (whether online or offline), any photo, logo, video and information about the Platform Provider and its services as provided by the Platform Provider or pre-agreed between the Parties.

4.5. For avoidance of doubt, the Parties agree that clauses 4.2 and 4.3 above may be subject to additional terms contained in the prior written consent to be obtained between the Parties.

5- FEES AND BILLING

5.1. The Vendor hereby irrevocably and unconditionally acknowledges that the Platform Provider shall have the sole right to accept and collect the Purchase Price from the Customer in such installments as the Platform Provider may see fit. In respect of any Vendor Goods and/or Vendor Services sold, only the Settlement Amount will be payable to the relevant Vendor.

5.2. All invoices submitted by the Vendor to the Platform Provider shall be settled by the Platform Provider promptly, in accordance with the following:

a. Each invoice submitted by the Vendor shall be issued in the name of the Customer (and a soft copy must be delivered to the Platform Provider).

b. The Platform Provider shall issue a corresponding invoice addressed to the Vendor

<p>amounting to the Platform Fee against each invoice submitted by the Vendor (and a soft copy must be delivered to the Vendor).</p>
<p>c. When settling an invoice, the Platform Provider shall offset or deduct the corresponding Platform Fee and transfer the Settlement Amount.</p>
<p>d. Both the Purchase Price and the Settlement Amount shall be deemed to have been paid in full upon completion of the events mentioned under paragraphs a. to c. above.</p>
<p>5.3. The Vendor agrees that the Platform Provider shall not be responsible or liable to settle any invoice that is submitted to the Platform Provider if such invoice does not pertain to a corresponding Confirmation Order or does not mention the Platform Provider as the payer of the invoice of the Vendor.</p>
<p>5.4. The Vendor hereby (i) irrevocably assigns to the Platform Provider any proceeds owed and payable by a Customer under an invoice (including the right to claim and receive such proceeds) immediately upon occurrence of a Successful Transaction pertaining to such invoice, without the need for any additional consent or confirmation from the Vendor, and (ii) agrees to undertake any and all necessary steps to give effect to this assignment, promptly on request by the Platform Provider.</p>
<p>5.5. The Vendor agrees that no additional notice or consent is required to authorize the Platform Provider to offset, setoff or deduct the Platform Fees and/or any amounts by the Vendor to the Platform Provider in accordance with this Agreement from any Settlement Amount or other amount due to the Vendor under or in connection with this Agreement.</p>
<p>5.6. The Vendor shall maintain proper and updated records in connection with this Agreement as well as all invoices and books of accounts regarding any Confirmation Order and Successful Transaction made through the Platform and shall make such records available to the Platform Provider for the Platform Provider's review upon request.</p>
<p>6- REFUNDS, REPLACEMENTS AND DISCOUNTS</p>
<p>6.1. The Vendor undertakes to initiate all refund requests (whether partial or full refunds) through the Platform or by way of an email request (as instructed by the Platform Provider from time to time). The Vendor understands that the Platform Provider shall not be responsible for making any refund to a Customer if such refund has not been duly requested by the Vendor through the Platform or by way of an email request.</p>
<p>6.2. All refunds made by the Vendor to the Customers (whether partial or full refunds) shall include VAT and any other taxes which may become applicable from time to time.</p>
<p>6.3. The Platform Provider shall not be responsible for the reimbursement of a cash refund mistakenly undertaken by the Vendor to a Customer.</p>
<p>6.4. The Vendor undertakes to consider and process any Customer's reasonable request for refund in good faith and in accordance with the Vendor's refund policy (as previously advertised to the Customer) and applicable laws. In the event of any order cancellation or refund relating to any Vendor Goods and/or Vendor Services (in whole or in part), the Vendor shall be liable to fully refund the amount that it</p>

	received in relation to such Vendor Goods and/or Vendor Services to the Platform Provider. Immediately upon receipt of the returned Vendor Goods by the Vendor, the Vendor shall inform the Platform Provider and either transfer the refund amount for those Vendor Goods to the Platform Provider or net settle the refund amount as provided for in clause 6.6.a.
6.5.	If a refund for Vendor Goods and/or Vendor Services is processed by the Vendor using a payment method other than the Platform, the Vendor will be liable for any Customer payments owed for such Vendor Goods and/or Vendor Services which are overdue more than fourteen (14) days.
6.6.	If the Vendor agrees with a Customer that the Vendor will provide the Customer with a discount, or agree to refund any part of the Purchase Price for any reason, in respect of any Vendor Goods and/or Vendor Services:
a.	if the Platform Provider has made a payment to the Vendor in respect of those Vendor Goods and/or Vendor Services, the Vendor will be liable to the Platform Provider for the amount of that discount or refund, and the Platform Provider may offset, setoff or deduct such amount from any future payment that the Platform Provider would make to the Vendor; or
b.	if the Platform Provider has not made a payment to the Vendor in respect of those Vendor Goods and/or Vendor Services, the amount of the discount or refund will be deducted from the Settlement Amount relating to those Vendor Goods and/or Vendor Services payable by the Platform Provider to the Vendor.
6.7.	For avoidance of doubt, the Vendor agrees that the Platform Provider shall not be responsible or liable to process any discount granted by the Vendor to a Customer (whether before or after the date of the Confirmation Order) if such discount has not been approved by the Platform Provider prior to communicating such discount to the Customer.
6.8.	If the refund policies of the Vendor permit refunds to be made later than ninety (90) days after purchase, the Platform Provider shall have no liability to the Vendor in respect of refunds made later than ninety (90) days after purchase. The Vendor agrees that the Vendor shall deal directly with the Customer with respect to such returns and the associated refund. Any assistance that the Platform Provider may provide to the Vendor to effect payments to Customers for any refunds or discounts for such Vendor Goods and/or Vendor Services shall be at the discretion of the Platform Provider.
6.9.	In the event of a request by a Customer to replace purchased Vendor Goods and/or Vendor Services and substitute them with other Vendor Goods and/or Vendor Services, the Vendor shall fully refund the amount of the purchased Vendor Goods and/or Vendor Services through the Platform in accordance with this Agreement prior to performing any replacement transaction.
6.10.	The Vendor expressly releases the Platform Provider from any and all liabilities related to the Vendor Goods and/or Vendor Services. The Vendor agrees and acknowledges that the Platform Provider is not responsible for resolving any disputes between Customers and Vendor, whether related to a Confirmation Order cancellation, or any changes to a Confirmation Order, discount, refund, replacement

	or otherwise, and that the Platform Provider disclaims any and all liability in this regard.
6.11.	The Vendor agrees to indemnify the Platform Provider against any losses it may suffer due to the failure of the Vendor to observe its obligations under paragraphs 6.1 to 6.10 above. The Vendor undertakes to immediately compensate the Vendor for any such losses and hereby authorizes the Platform Provider to offset or deduct the amount of such losses from any subsequent Settlement Amount owed to the Vendor without the need for any additional notice or consent from the Vendor.
6.12.	If a Customer raises a dispute with the Vendor in relation to a purchase through the Platform, the Platform Provider may withhold payment of any disputed amounts (or, as necessary, such amount as the Platform Provider reasonably considers may be disputed) until the dispute is resolved.
7- EVENTS OF DEFAULT	
7.1.	Either Party shall be in default hereunder if any one or more of the following events happen:
	(a) Failure to perform or comply with any of the material terms or conditions in this Agreement, for reasons other than an event of Force Majeure (as defined in clause 20.3); or
	(b) Bankruptcy or insolvency; or
	(c) Any fraudulent or illegal activity done by either Party.
8- TERMINATION	
8.1.	Termination of this Agreement by either Party shall not affect Vendor's relationship with Customers. All of Vendor's legal, contractual, and ethical duties, obligations and responsibilities towards Customers under the relevant Customer contract, this Agreement and applicable laws survive termination of this Agreement. All of Vendor's legal, contractual, and ethical duties, obligations and responsibilities towards the Platform Provider under this Agreement (in particular clauses 6, 11 and 12) that should survive by nature or by virtue of any applicable laws shall survive termination of this Agreement.
8.2.	In case of the occurrence of an event of default under clause 7 of this Agreement, the non-breaching Party may terminate the Agreement immediately upon written notice to the defaulting Party.
8.3.	In case a Party to this Agreement commits a breach of this Agreement or any part thereof, the non-breaching Party may serve the defaulting Party a notice of termination asking to remedy the damage created by default within a period of [30] Business Days from the date of notice. If the defaulting Party remedies the damage, then the notice of termination shall stand invalidated. If the defaulting Party is unable to remedy the damage in the said notice period, then this Agreement shall stand terminated on the end of the [30] Business Day; provided that the defaulting Party shall be bound to make good the loss suffered by the other Party as a result of default or breach of this Agreement or any part of it on termination thereof.
8.4.	Upon expiration or termination of this Agreement, both Parties shall reconcile their

	accounts, within [10] Business Days from the date of termination/expiration.
8.5.	Upon the expiration or the termination of this Agreement for any reason, the Parties shall discontinue use of each other's markings, any trade secrets and any Confidential Information and each Party, at its own cost, shall return to the other Party all the products, stationary, any art work or any other data or intellectual property in transferable form which was provided to it in pursuance of this Agreement. Where any property is not transferable, then it shall be destroyed/removed by the Parties.
8.6.	The Platform Provider may terminate this Agreement immediately (or from such other date as the Platform Provider may nominate) by giving the Vendor written notice of termination if the Platform Provider reasonably believes that:
a.	the Vendor's interaction with Customers do not reflect the original basis of this Agreement (including, without limitation, where the Vendor changes its policies in any way that affects the ability of any Customer to return any Vendor Goods in the manner intended under this Agreement); and
b.	the Vendor has breached any of the general warranties or obligations set out in clause 2 on a repeated basis.
8.7.	The Platform Provider may also terminate this Agreement immediately (or from such other date as the Platform Provider may nominate) by giving the Vendor written notice of termination if the Vendor has breached any of its exclusivity and non-compete obligations set out in clause 11 under this Agreement.
9- INDEMNITY	
9.1.	The Vendor shall solely be responsible and liable for any claim, demand, damage, loss, liability, cost, expense, penalty fine or interest arising out of or in connection with the Vendor Services, the Vendor Goods and/or any act or omissions of the Vendor. At no point shall the Platform Provider be held liable in this regard.
9.2.	Vendor agrees to compensate, indemnify, and hold harmless the Platform Provider immediately upon first written demand, from and against any and all claims, demands, actions, losses (including loss of profit or business), damages, assessments, charges, liabilities, costs and expenses (including without limitation lawyers' fees, penalties, interest) which may at any time be suffered or incurred by, or be assessed against, the Platform Provider, directly or indirectly, as a result of, or in connection with (i) failure, interruption, termination or disruption of the Vendor Goods, Vendor Services or Vendor's violation of this Agreement or the contractual relationship between the Vendor and the Customer; (ii) the Vendor Goods or Vendor Services or the quality, accuracy, timeliness, speed, reliability, performance of the Vendor Goods and/or Vendor Services (iii) the completeness or delays, breach, omissions, or interruptions in the delivery of the Vendor Goods and/or Vendor Services (including without limitation any breach by the Vendor of any obligation) or (iv) any dispute, conflict or disagreement between Vendor and a Customer in connection with any Vendor Goods and/or Vendor Services; and (v) any refund, loss of profits and loss of business reputation (whether incurred directly or indirectly) incurred by the Platform Provider as a result of the provisions of the Vendor Goods and/or Vendor Services

(vi) any injury, health issues, death or property damage or otherwise arising out of or in connection with the Vendor Goods or the Vendor Services; (vii) Vendor's failure to comply with any licensing requirements, government approvals, and rules and regulation in effect in QATAR.

9.3. The Platform Provider shall never have any liability whatsoever to the Vendor for: (i) loss of profit, business, opportunity or market, whether direct or indirect; and (ii) any indirect or consequential loss or liability.

10- RELATIONSHIP BETWEEN THE PARTIES

The relationship between the Vendor and the Platform Provider under this Agreement shall be that of an independent contractor relationship. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture or agency relationship. The Parties agree and understand that none of the Parties is authorized to make contracts in other Party's name, or to transact any business in the name of other Party, or to assume or create any obligation or responsibility binding on the other Party in any matter whatsoever, other than as agreed in this Agreement.

11- NON-CIRCUMVENTION AND NON-COMPETE

11.1. Up and until the expiry of the Term of the Agreement, as may be renewed, and for a period of 2 years thereafter, it is agreed that the Vendor will not, directly or indirectly, contact, or respond to any contact, negotiate, or engage with, the Customers of the Platform Provider and/or the Platform for any purpose other than to consummate the scope of the Agreement with the involvement and in line with the interest of the Platform Provider. In addition, the Vendor agrees not to recreate, reverse engineer or reinvent the Platform or parts of it in any manner whatsoever for so long as the Platform is existent. In case of failure to comply with this clause, the Platform Provider may, in its sole discretion, terminate its relationship with the Vendor immediately and may be entitled to compensation for any damages or losses suffered by the Platform Provider in consequence of the Vendor's non-compliance with this clause.

11.2. Up and until the expiry of the Term of the Agreement, the Vendor shall notify the Platform Provider if any proposal regarding a Competing Service (as defined in the Agreement) or any inquiry or contact with any person or entity with respect thereto is made and shall advise the Platform Provider of the contents thereof (and, if such proposal is in written form, provide the Platform Provider with copies thereof to the extent permissible under the applicable laws and any confidentiality obligations that the Vendor may owe to third parties). In the event the Vendor violates this provision, the Vendor understands that the Platform Provider will be materially damaged.

12- CONFIDENTIALITY

The Vendor and the Platform Provider respectively agree to keep in confidence, and not to disclose or use for their own benefit or for the benefit of any third party (except as may be required for the performance of their obligations or services under this Agreement or as may be required by law), and to take all reasonable efforts to maintain confidentiality of any Confidential Information, documents, or materials that are specified/ marked as or are reasonably considered confidential regarding each other's products, businesses, customers, suppliers, or methods of operation, any information regarding the Customers;

provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. “Confidential Information” means any information relating to the business of the Parties, including but not limited to trade secrets, customer lists, marketing plans, contracts, technical or non-technical, financial or non-financial information, databases, software, technology, and know-how of the Parties.

13- DATA PROTECTION LAW

13.1. Any Personal Data that is collected by, made available, disclosed or transferred to the Vendor for purposes of executing this Agreement shall not be processed or used in any manner other than as strictly required for the performance of related Vendor Goods and/or Vendor Services or as explicitly directed or instructed by the Platform Provider. The Personal Data shall not be disclosed to any third party, data subject or Sub-processor unless agreed by the Platform Provider or where the Vendor has been instructed by the Platform Provider to carry out such disclosure or if the Vendor is under a legal obligation to make such disclosure as permitted under applicable data protection laws and regulations provided that the Vendor gives the Platform Provider sufficient notice of such request before making the disclosure, or otherwise, of having made the disclosure within a reasonable time. The Vendor warrants that it shall implement technical and organizational measures to maintain a level of security to protect, safeguard and prevent the misuse or unauthorized access, disclosure or destruction of Personal Data as required by applicable data protection laws and regulations. The Vendor agrees that it shall fully comply with all relevant data protection laws and regulations and that it is responsible for obtaining all necessary permits or approvals required, if any, under such data protection laws and regulations for purposes of collecting, processing, transferring, disclosing and storing Personal Data. The Vendor shall cease any and all processing activities of Personal Data upon the request of the Platform Provider or upon the termination of this Agreement. In the case of termination of this Agreement, the Vendor shall destroy or return to the Platform Provider all Personal Data in its possession collected, processed or stored pursuant to this Agreement.

13.2. Without prejudice to clause 13.1 above, the Vendor shall not be entitled to store or keep any Personal Data after the relevant Customer has unsubscribed from the Platform, unless otherwise agreed by the Platform Provider.

13.3. Any leak or unauthorised disclosure of any Personal Data must be reported to the Platform Provider immediately.

14- OWNERSHIP OF INTELLECTUAL PROPERTY

It is understood and agreed by the Vendor that the Platform Provider will retain at all times all rights, title, and interests in the Platform Provider’s Platform, technology, and intellectual property including, without limitation, trademarks, copyrights, trade secrets, domain, patents and other intellectual property rights with respect to any technology, software, system, ideas, trade secrets, market strategy, Customer’s information and records, photographs, advertisements, written/printed material, music, lyrics, or any other work or thing owned, provided, or created by the Platform Provider for use by the Vendor and/or Platform Provider pursuant to this Agreement. The Platform Provider’s

retention of such rights, title and interest in its Platform, technology, and intellectual property shall survive the termination of this Agreement.
15- TAX
15.1 Each Party shall:
a. issue and provide the other Party with tax invoices, where necessary;
b. allocate the relevant applicable tax amount to its invoices; and
c. report and pay all applicable tax amounts directly to the relevant tax authority.
16- SEVERABILITY
If, at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions, nor the legality, validity or enforceability of such provision under the law of any other jurisdiction, will in any way be affected or impaired.
17- COUNTERPARTS
This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.
18- NON-WAIVER
The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
19- ASSIGNMENT
This Agreement shall not be assigned or transferred, in whole or in part, (nor the performance or any obligations hereunder sub-contracted) by any of the Parties except with the prior written consent of the other Party.
20- FORCE MAJEURE
20.1. If either Party is affected by force majeure it shall forthwith notify the others of the nature and extent thereof.
20.2. Neither Party shall be deemed to be in breach of this Agreement by reason of any delay in performance nor shall the non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any force majeure of which it has notified the others; and the time for performance of that obligation be extended accordingly.
20.3. For the purposes of this clause 20, Force Majeure is defined as any event which is not the fault of any of the Parties that prevent performance of contractual obligations which could not be foreseen at the time of signing this Agreement and which are not capable of being remedied. Acts of God, forces of nature, acts of war, act of government, political instabilities, rebellion, insurrection, military or usurped power, riots, commotions or disorder, may constitute Force Majeure if the elements thereof as defined in this clause 20 exist. The burden of proving the existence of Force

<p>Majeure shall rest with the Party claiming relief by reason thereof from date of notifying the other Party in writing the existence of Force Majeure.</p>
<p style="text-align: center;">21 - ENTIRE AGREEMENT</p>
<p>This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes all other negotiations, agreements, representations and covenants, oral or written.</p>
<p style="text-align: center;">22- VARIATIONS</p>
<p>No amendment to this Agreement shall be valid unless it is made in writing and executed by each Party or its duly authorized representatives.</p>
<p style="text-align: center;">23- GOVERNING LAW AND JURISDICTION</p>
<p>The terms contained in this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Qatar. All disputes arising out of or in relation to this Agreement or any part thereof shall be mutually settled by negotiation or conciliation. If the said dispute or difference could not be settled by conciliation within 10 calendar days of having been raised, it shall be referred to the Courts of the State of Qatar.</p>
<p style="text-align: center;">24- LANGUAGE AND CALENDAR</p>
<p>24.1. This Agreement has been negotiated and drafted in the English language. If reference to an Arabic translation is required, any ambiguity in the Arabic text or any disagreement concerning the Arabic text shall be resolved by reference to the English text.</p>
<p>24.2. All dates and periods of time referred to in this agreement shall be construed in accordance with the Gregorian calendar.</p>