

Live Better



YORK
FURNISHING FABRICS SINCE 1988

VENDOR SERVICE AGREEMENT

By and Between:

YORK FURNISHING TEXTILES FZE

(“Market Place Platform Provider”)

And

Registered Vendor

(“Supplier”)

Supply, Delivery and Services of Agreed Categories

Dubai, United Arab Emirates



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First Party: York Furnishing Textiles FZE, a company incorporated and registered in the UAE with Jebel Ali – Free Zone Authority and operating under registration number 200131, having its registered office address at Warehouse No.162, Dubai Textile City, AL Awir, P.O. Box – 51638, Dubai, UAE (the “Marketplace Platform Provider”).

Second Party: Registered Vendor, to supply and sell their products via www.astyork.com (the “Vendor”).

Platform Provider: Our innovative Platform enables vendors to sell their goods and services digitally.

Vendor: In addition to any Vendor obligations set out in this Agreement, the Vendor shall provide the following Vendor Services:

- a. Product Images and Descriptions are sole responsibility of Vendor.
- b. Ensure Inventory management, availability and readiness of the Goods as displayed on marketplace.
- c. Goods delivered to Customers must be free of any damages or defaults;
- d. Any kinds of Damages or loss incurred to customers due to products delivered, is sole responsibility of vendor.
- e. complying with the delivery, refund, customer care, and after sale guidelines for the Vendor Goods provided to Customers (as per the habitual or advertised policies of the Vendor); and
- f. Observing and adhering to the billing terms provided for in this Agreement.
- g. All kinds of monetary and non-monetary compensations against any claims, damages or defaults raised by customer are to be borne by Vendor.

Settlement Amount: The Vendor shall be entitled to receive the Purchase Price less the Platform Fee as a result of each Successful Transaction (“Settlement Amount”).

The Vendor agrees and understands that the Platform Provider is the sole buyer of the Vendor Goods under each Successful Transaction. However, the Vendor understands and agrees that its duty of care and any liability arising as a result of the provision of any goods or services provided by it is sole responsibility of the Vendor. The Platform Provider undertakes to transfer to the Vendor the Settlement Amount and other applicable payments as per agreed commercials, based on transaction date so long as these payments are accurate and have been



submitted through the Platform.

Platform Fee: Each Successful Transaction shall bear a Platform Fee (payable by the Vendor to the Platform Provider) as per agreed commercials.

Billing: Upon occurrence of a Successful Transaction, the Vendor shall issue and deliver a soft copy of a tax invoice for the full amount of the Purchase Price to the Platform Provider. The Vendor may refer the name of the Customer in the body of the invoice and send a copy of the invoice to a Customer for customer service or refund purposes so long as the Platform Provider is clearly mentioned as the sole addressee (payer) in the invoice.

Termination: This Agreement shall commence from the date Vendors have accepted the document on market place provider platform. Either Party may terminate this Agreement for any reason by giving the vendor Party a prior written notice of 30 Business Days of its intention to terminate the Agreement.

Exclusivity: By entering into this Agreement, you undertake to provide the Platform Provider with a exclusivity period for the term of this Agreement. As such, during the term of this Agreement, the Vendor shall not directly or indirectly through any officer, director, trustee, employee, agent, affiliate or otherwise, engage, solicit, initiate, entertain, provide or accept any Competing Service from any person or entity or encourage the submission of any proposal or offer from any person or entity (including any of their officers, directors, employees and agents) that provides a Competing Service (as herein defined). A "Competing Service" shall mean any online service based on a business model that is of a similar nature to the Platform and/or provides similar Platform Services for a period of 5 years.

Notices: Any notice or other formal communication given under this Agreement must be in writing by email to be served at the Parties' email addresses as follows:

For Platform Provider: hello@astyork.com/santosh@astyork.com

For Vendor: To Registered Email ID

Terms and Conditions: This Agreement is subject to the General Terms and Conditions set out in Annex 1. The General Terms and Conditions and other annexes to this Agreement constitute an integral part of this Agreement.



Annex 1

GENERAL TERMS AND CONDITIONS

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 the UAE unless such days are announced as public holidays in the UAE (Sundays through to and including Thursdays and excluding Fridays and Saturdays).

“Customer” means a person or companies those contacts, engages and/or purchases Vendor Goods from the Vendor through the Platform.

“Confirmation Order” means all confirmed 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, date and time, Purchase Price, quantity, and any special conditions.

“Purchase Price” means the price of Vendor Goods (including any applicable VAT) as set out in a Confirmation Order.

“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 at <http://www.astyork.com> 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 fee charged by market place provider for inclined services mentioned in the agreed commercial.



“Platform Services” means the services that the Platform Provider will offer the Vendor and/or Customer through the Platform as described in the agreement.

“Sub-processor” means any third-party engaged by the Vendor who has or potentially will have access to or process the Personal Data.

“Successful Transaction” means the acceptance of a Confirmation Order by a Customer.

“Term” means the period during which the Agreement is in effect, as more specifically set forth in the Agreement.

“Settlement Amount” shall have the meaning attributed to it in the Commercial.

“Vendor Goods” means all eligible goods and/or services of a Vendor (as agreed between the Parties from time to time) that can be purchased by Customers using the Platform Services.

“Vendor Services” means any services provided by the Vendor in relation to the Vendor Goods as further described in the Agreement.

2. GENERAL OBLIGATIONS AND WARRANTIES OF THE VENDOR

- 2.1. The Vendor shall provide the Platform Provider comprehensive information regarding the Vendor Goods, including without limitation, Vendor Goods’ details, the Purchase Price, available delivery dates/timelines of the Vendor Goods and other such information as may be required by the Platform Provider from time to time.
- 2.2. The Vendor shall not permit Customers to purchase the Vendor Goods 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.
- 2.3. In order for a Customer to purchase the Vendor Goods, 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 sold outside of the Platform. Platform Provider disclaims all liability arising from or related to any Vendor Goods sold to a customer outside of the Platform.
- 2.4. The Vendor undertakes to immediately reimburse the Platform Provider for any amounts received by it against Vendor Goods 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 owed to the Vendor without the need for any additional notice or consent from the Vendor.



- 2.5. The Vendor shall not provide or deliver any Vendor Goods 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 Vendor shall directly engage with Customers, make the Vendor Goods available to the Customer in the agreed-upon manner (as if the Vendor had received the Settlement Amount directly from the Customer), undertake the Vendor Services in accordance with the Vendor's standard terms and conditions for such Vendor Goods to the satisfaction of Customers, and solely be responsible for the Vendor Services and all related services.
- 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 for which no Confirmation Order has been communicated to the Vendor through the Platform.
- 2.7. In the event a Customer approaches the Vendor directly outside of the Platform for the flexibility in payment period in relation to the Vendor Goods, the Vendor shall notify the Platform Provider immediately of any such interaction and refer such Customer to the Platform Provider.
- 2.8. During the Term of this Agreement, the Vendor shall:
 - a. comply with the terms of this Agreement, all applicable local laws, rules and regulations in the UAE;
 - 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;
 - c. maintain its license with the competent regulators/authorities; and
 - d. Hold a valid insurance policy with terms and limits customary to Vendors that sell similar Vendor Goods.
- 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, failing which such an event shall be considered to be a material breach of this Agreement.
- 2.10. The Vendor warrants and acknowledges that (i) it has the authority to validly enter and/or be bound by this Agreement; (ii) it is eligible to provide the Vendor Services globally; (iii) all policies of the Vendor (including the Vendor's refund policy) comply with all applicable UAE laws; (iv) it is lawfully licensed in the UAE and hold all valid governmental approvals necessary for the provision of the Vendor Services. In case of any license suspension or non-compliance with any government approval that is required for the performance of the 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 of the Vendor Services shall be considered as material breach of this Agreement.
- 2.11. The Vendor will notify the Platform Provider at least 15 Business Day prior to any change in the Vendor's working hours or delivery timelines during Ramadan / Public holidays.



3. OBLIGATIONS OF THE PLATFORM PROVIDER

- 3.1. The Platform shall provide technical guidelines and guidance to facilitate integration with the Platform.
- 3.2. The Platform Provider shall enroll and list the Vendor on the Platform subject to the Vendor completing the technical integration.
- 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.
- 3.4. The Platform Provider shall provide the Vendor with confirmed order details in relation to each Successful Transaction pertaining to Vendor Goods.
- 3.5. The Platform Provider shall promptly pay the Vendor in accordance with the terms of this Agreement.

4. RELATIONSHIP BETWEEN THE PARTIES

- 4.1. 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.

5. EVENTS OF DEFAULT

- 5.1. 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; or
 - (b) Bankruptcy or insolvency; or
 - (c) Any fraudulent or illegal activity done by either Party.



6. INDEMNITY

- 6.1. The Vendor shall solely be responsible for any actions or omissions or damages attributed to it in connection with the Vendor Services. At no point shall the Platform Provider be held liable for the quality of any Vendor Services provided by the Vendor or accuracy or correctness of any information provided by the Vendor to the Customer.
- 6.2. Vendor agrees to compensate, indemnify, and hold harmless the Platform Provider from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including without limitation lawyers' fees, penalties, interest and loss of profits) made by a Customer or any third party and which may at any time be suffered or incurred by, or be assessed against, the Platform Provider, directly or indirectly, as a result of (i) failure, interruption or disruption of the Vendor Services or Vendor's violation of this Agreement or the contractual relationship (or as a result of the termination of such contractual relationship) between Vendor and the Customer; (ii) the quality, accuracy, timeliness, speed, reliability, performance of the Vendor Services (iii) the completeness or delays, breach, omissions, or interruptions in the delivery of the 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 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 Services (vi) any injury or accident or physical or property damage or health issues, or otherwise that may occur to a Customer as a result of the use of the Vendor Services; (vii) Vendor's failure to comply with any licensing requirements, government approvals, and rules and regulation in effect in The UAE.

7. TERMINATION

- 7.1. 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 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 that should survive by nature or by virtue of any applicable laws shall survive termination of this Agreement.
- 7.2. In case of the occurrence of an event of default, the non-breaching Party may terminate the Agreement immediately upon written notice to the defaulting Party.
- 7.3. 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.

- 7.4. Upon expiration or termination of this Agreement, both Parties shall reconcile their accounts, within 30 Business Days from the date of termination/expiration.
- 7.5. 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 artwork 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. The Platform Provider may terminate this Agreement immediately (or from such other date as the Platform Provider may nominate) if found out vendor has violate terms set in Platform Provider policy.

8. NON-CIRCUMVENTION AND NON-COMPETE

- 8.1. 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.
- 8.2. 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.

9. OWNERSHIP OF INTELLECTUAL PROPERTY

- 9.1. 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, and intellectual property including, without limitation, technology, trademarks, copyrights, trade secrets, domain, patents, software, system, ideas, 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.

10. MARKETING

- 10.1. 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 in an "as is" manner, including without limitation, the details like Vendor Name, Goods, the Purchase Price, applicable terms and conditions, and other identifying marks.
- 10.2. 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 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.
- 10.3. The marketing expenses and other related costs are variable.

11. FEES AND BILLING

- 11.1. Invoices submitted by the Platform Provider to the Vendor shall be settled by the Vendor promptly, in accordance with the following:
 - a. Each invoice submitted by the Platform provider will be issued in the name of the Vendor.
 - b. The amount of each invoice shall be deemed to be the Fees charged by Platform Provider as per agreed commercials.
 - c. The Platform Fee will be charged on all the orders received by the Vendor through market place platform.
 - d. When settling an invoice, the Platform Provider shall offset or deduct the corresponding Platform Fee and transfer the Settlement Amount.
 - e. Both the Purchase Price and the Settlement Amount shall be deemed to have been paid in full Inclusive of Vat upon completion of the events mentioned above.
 - f. All applicable charges are subject to change based on government announcements and amendment of new policies with immediate effect.



Invoicing Process: E.g. If the order is placed by customer for an amount AED 100, Applicable VAT is 5% and charges deducted are 10% on the order Value.

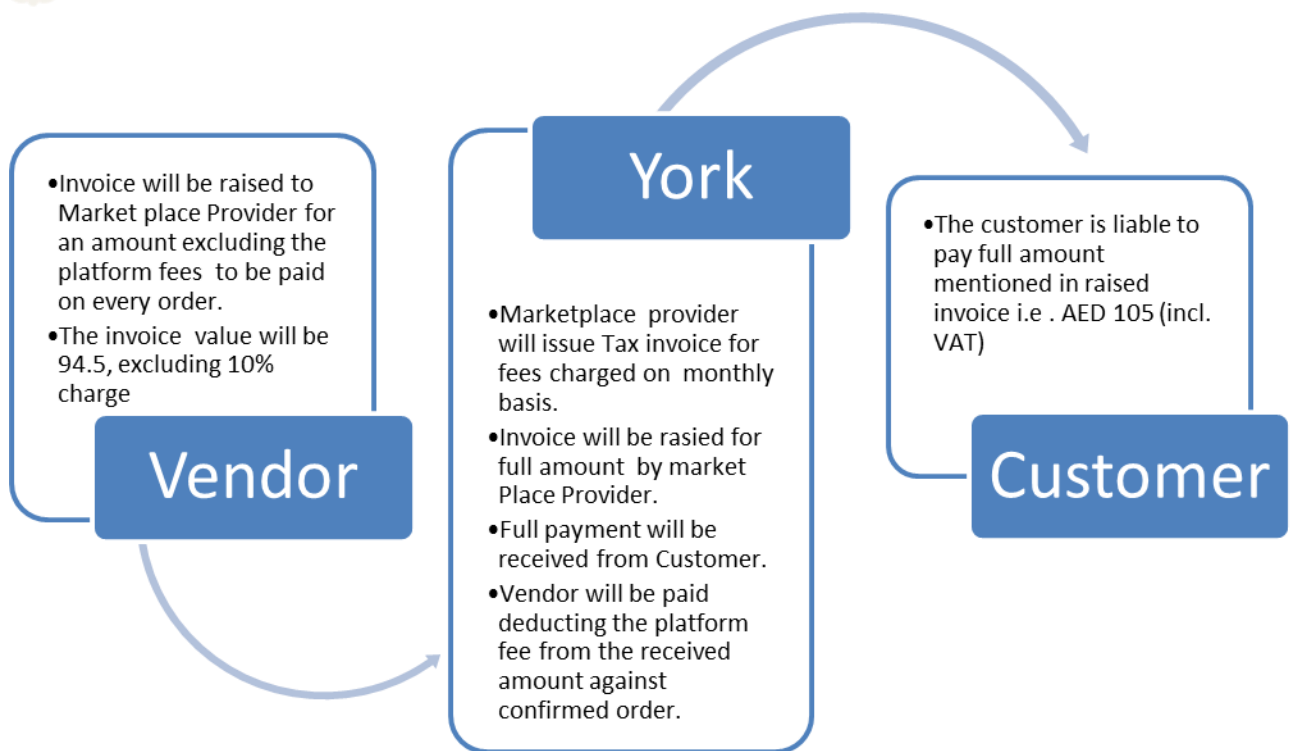


Figure 1 Market Place Billing Process

- 11.2. 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 has not been issued in the name of the Platform Provider. Invoices submitted by the Platform Provider to the Vendor shall be settled by the Vendor promptly, in accordance with the following:
- 11.3. The Vendor undertakes not to issue an invoice to the Platform Provider and Customer for the same



Vendor Goods ("**Dual Invoicing**"). For avoidance of doubt, the Vendor hereby irrevocably assigns the right to receive all the proceeds owed and payable by a Customer under an invoice to the Platform Provider immediately upon occurrence of a Successful Transaction pertaining to such invoice.

- 11.4. In the event of a Dual Invoicing by the Vendor, the Vendor undertakes to immediately notify the Platform Provider and refund any amount that it received as a result of Dual Invoicing to the Platform Provider in accordance with this Agreement (unless the Platform Provider instructs the Vendor in writing to refund such amount to the Customer).
- 11.5. 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 Purchase Price that it settles in accordance with this Agreement.
- 11.6. 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.

12. REFUNDS, REPLACEMENTS AND DISCOUNTS

- 12.1. 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.
- 12.2. 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.
- 12.3. The Platform Provider shall not be responsible for the reimbursement of a cash refund mistakenly undertaken by the Vendor to a Customer.
- 12.4. 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 the Vendor accepts a Customer's request for refund of a Vendor Goods (in whole or in part), the Vendor shall be liable to fully refund the amount that it received in relation to such Vendor Good to the Platform Provider. Immediately upon receipt of the returned Vendor Goods by the Vendor, the Vendor shall inform the Platform Provider and either transfers the refund amount for those Vendor Goods to the Platform Provider or net settle the refund amount as provided for in mentioned clause.
- 12.5. If a refund for Vendor Goods 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 which are overdue more than fourteen (14) days.

- 12.6. 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:
- a. if the Platform Provider has made a payment to the Vendor in respect of those Vendor Goods, 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, the amount of the discount or refund will be deducted from the Settlement Amount relating to those Vendor Goods payable by the Platform Provider to the Vendor.
- 12.7. 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.
- 12.8. 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 shall be at the discretion of the Platform Provider.
- 12.9. In the event of a request by a Customer to replace a purchased Vendor Goods with another one, the Vendor shall fully refund the amount of the purchased Vendor Goods through the Platform in accordance with this Agreement prior to performing any replacement transaction.
- 12.10. The Vendor expressly releases the Platform Provider from any and all liabilities related to the 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 all liability in this regard.
- 12.11. 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 as mentioned above. The Vendor undertakes to immediately compensate the end consumer 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.



- 12.12. 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.

13. TAX

- 13.1. Each Party shall:

- a. Issue and provide the other Party with tax invoices;
- 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.
- d. Tax implications may change based on U.A.E. government regulations announced on real time basis.

14. No REPRESENTATION OR WARRANTY

- 14.1. Although each Party understands that the other Party has endeavoured to include in the Confidential Information known to it which it believes to be relevant for the purpose of the investigations contemplated in this Agreement, each Party further understands and acknowledges that neither the Disclosing Party nor any of its Representatives:

- a. makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information or any other information provided in connection with matters contemplated in this Agreement; or
- b. Shall have any obligation to: (a) update any Confidential Information; or (b) inform the Recipient of any change in such Party's business, status or condition.

15. INSURANCE

- 15.1. Vendor shall obtain Commercial general liability (CGL) Insurance, including shipments, product liability coverage occurring for any bodily injury and property damages, life of goods along with discontinued products, which should also include third party claims or actions, raised directly against Vendor for any goods delivered to the customer via marketplace.



16. CONFIDENTIALITY

- 16.1. 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 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.

17. DATA PROTECTION LAW

- 17.1. 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 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 given 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 or 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.

18. LIMITATION OF LIABILITY

- 18.1. Vendor shall be Liable to the other Party for any Loss of Profits or other Consequential, Special, Incidental, Punitive, or Indirect Damages arising in connection with this agreement.



19. RISK MANAGEMENT

- 19.1. Any kind of legal conspiracy, damages claim, copyright issues, trademark, and fraudulent activities carried out or any other risks evolved in the process will be sole responsibility of the vendor, to tackle the situation without any intervention of market place service provider.

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 events which are 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 existing of Force 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.

21. NON-WAIVER

- 21.1. 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.

22. ASSIGNMENT

- 22.1. 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.



23. ENTIRE AGREEMENT

- 23.1. 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. No amendment to this Agreement shall be valid unless it is made in writing and executed by each Party or its duly authorized representatives. Conflicting provisions, in particular (but not limited to) those contained in Vendor's general terms and conditions, will only apply if York explicitly agrees to such provisions in writing.

24. NO LICENSE OR OWNERSHIP

- 24.1. Nothing in this Agreement shall affect any rights the Disclosing Party may have in relation to the Confidential Information, neither shall this Agreement provide the Recipient with any right or license under any patents, copyrights, trade secrets, or the like in relation to the Confidential Information, except for the use of Confidential Information in connection with the Purpose and in accordance with the Agreement.

25. SEVERABILITY

- 25.1. 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.

26. COUNTERPARTS

- 26.1. This Agreement may be executed in two or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

27. GOVERNING LAW AND JURISDICTION

- 27.1. 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 UAE, as applicable in the Emirate of Dubai. 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 Dubai Courts.

I hereby, agree with the terms set forth in this agreement, digital acknowledgement will be considered as beginning of our long standing collaboration.