

SUPPLIER AGREEMENT

This Agreement is made and entered into on, by and between: TRADEX GLOBAL PORTAL L.L.C a company duly registered under the laws of the United Arab Emirates, having its principal office at r. Deira, Dubai, UAE, Malak Hamrain, Al Muraqqabat, Office H1, G1, G2A, G2B, G2C, F2-4F2, G1A, 4G1B, Office No. 3, and with TRN number : 104952792000001, hereinafter referred to as the 'Platform'

AND

....., a company organized and existing under the laws of The United Arab Emirates, having its registered office and with TRN number: hereinafter referred to as the 'Supplier'.

Collectively referred to as the "Parties".

1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Supplier shall list and sell its products on the Platform.

2. Supplier Obligations

The Supplier agrees to:

- a. Provide accurate product information, pricing, and inventory availability.
- b. Fulfill orders in a timely manner as agreed per operational timelines agreed between both parties.
- c. Provide invoices and required documentation as per UAE commercial and tax regulations.

3. Platform Obligations

Platform agrees to:

- a. List approved Supplier products on its platform.
- b. Promote Supplier products through its marketing channels (where applicable)
- c. Provide Supplier with access to order data and sales reports related to Supplier products.

4. Commission & Payment Terms

- I. The Supplier shall provide the Platform with the net selling prices exclusive of VAT for each product. The Platform shall have full discretion to determine and apply its resale margin or markup when listing the Supplier's products on the Platform. Notwithstanding such discretion, the Platform agrees that all resale prices shall be maintained at commercially reasonable levels, taking into account prevailing market conditions, competitive pricing, and customer demand. The determination of what constitutes "commercially reasonable" shall rest solely with the Platform, acting in good faith
- II. The Supplier shall issue VAT-compliant invoices with a clear breakdown of net price, VAT amount, and total price. The Supplier must maintain a valid UAE Tax Registration Number (TRN) in accordance with UAE tax laws
- III. All applicable VAT amounts shall be billed separately on each invoice. The Supplier is responsible for charging, collecting, and remitting VAT to the UAE Federal Tax Authority
- IV. The Subject to the Supplier's confirmation of the items listed in the relevant order, and prior to the commencement of order processing and fulfillment, the Platform shall remit 30% of the initial down payment. The remaining 70% shall be paid prior to the release of shipment.

5. Liability & Indemnity

- a. **Mutual Indemnification:** Each Party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party ("Indemnified Party"), its affiliates, directors, officers, employees, and agents from and against any and all claims, damages, liabilities, losses, penalties, costs, and expenses (including reasonable legal fees) arising out of or relating to:
 - i. Any breach of this Agreement by the Indemnifying Party;
 - ii. Any negligence, misconduct, or willful default by the Indemnifying Party;
 - iii. Any violation of applicable laws or third-party rights by the Indemnifying Party

In addition, the Supplier specifically agrees to indemnify and hold harmless Platform from any claims or losses resulting from:

- i. The sale or delivery of non-compliant, defective, expired, or counterfeit products.
- ii. Any failure to obtain necessary licenses, permits, or approvals for the listed products

b. Limitation of Liability

Except for cases of gross negligence, willful misconduct, or breach of confidentiality or indemnity obligations:

Neither Party shall be liable to the other for any indirect, incidental, punitive, or consequential damages, including but not limited to loss of profit, loss of goodwill, or loss of business opportunities.

The Supplier shall deliver all shipments to the Platform's designated freight forwarder located in DAFZA or JAFZA. Upon receipt of a confirmed inspection report by Tradex or its authorized partners, the Supplier shall no longer bear responsibility for the products.

6. Term & Termination

- a. Term: This Agreement shall commence on the Effective Date and shall remain in force unless terminated in accordance with the provisions herein.
- b. Termination for Convenience: Either Party may terminate this Agreement for any reason by providing the other Party with no less than thirty (30) days' prior written notice.
- c. Termination for Cause: Platform may terminate this Agreement with immediate effect upon written notice if the Supplier:
 - i. Commits a material breach of this Agreement and fails to cure such breach within 10 business days of receiving written notice;
 - ii. Engages in unlawful conduct or violates applicable laws or regulations;
 - iii. Provides non-compliant, counterfeit, or defective products;
 - iv. Causes or is reasonably likely to cause reputational damage to Platform
- d. Effect of Termination: Upon termination all outstanding obligations incurred prior to the termination date shall remain payable; Platform shall not be obligated to place new orders post-termination; Any prepaid but undelivered orders shall either be fulfilled as per schedule or refunded in full, unless otherwise agreed in writing. Termination shall be without prejudice to any rights or remedies accrued by either Party prior to the effective termination date.

7. Confidentiality

- a. Obligation of Confidentiality: Each Party agrees to maintain the confidentiality of all non-public, proprietary, or sensitive information ("Confidential Information") disclosed by the other Party in connection with this Agreement, whether oral, written, electronic, or otherwise. The receiving Party shall:
 - i. Use the Confidential Information solely for the purposes of this Agreement;
 - ii. Not disclose such information to any third party without the prior written consent of the disclosing Party;
 - iii. Take reasonable precautions to protect such information, at least equivalent to those it uses to protect its own confidential materials.
- b. Exclusions: Confidential Information shall not include information that:
 - i. Is or becomes publicly available through no fault of the receiving Party;

- ii. Is lawfully received from a third party without breach of any obligation;
 - iii. Is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information;
 - iv. Is required to be disclosed by law, regulation, or court order, provided that the receiving Party provides prompt written notice to the disclosing Party to allow for protective measures.
- c. Duration: This obligation shall survive the termination of this Agreement and remain in effect for a period of two (2) years from the termination date.

8. Governing Law & Dispute Resolution

- a. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates, specifically as applicable in the Emirate of Dubai (Mainland Jurisdiction), without regard to any conflict of law principles.
- b. Amicable Resolution: In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, the Parties shall first seek to resolve the matter amicably and in good faith through negotiation within fifteen (15) business days of written notice of the dispute.
- c. Jurisdiction: If no amicable resolution is reached within the negotiation period, the dispute shall be submitted to the exclusive jurisdiction of the competent courts of Dubai (Mainland).

9. Intellectual Property & Branding

- a. License Grant: The Supplier hereby grants Platform a non-exclusive, worldwide, royalty-free, and revocable license to use its trademarks, logos, product images, descriptions, and related brand assets ("Supplier IP") solely for the purpose of:
 - i. Listing and promoting the Supplier's products on the platform;
 - ii. Executing marketing, advertising, and commercial activities related to product sales;
 - iii. Fulfilling customer orders and post-sale services
- b. Ownership: All rights, title, and interest in the Platform IP shall remain with the Platform. This Agreement does not confer any ownership or proprietary rights to Supplier over the Platform's intellectual property.
- c. Brand Integrity: Platform agrees to use the Supplier IP in a manner consistent with the Supplier's brand guidelines (if provided) and shall not alter, misrepresent, or misuse the Supplier's trademarks or branding.
- d. Revocation: The Supplier may request modification of this license with reasonable written notice, provided such revocation does not disrupt ongoing commercial obligations or active listings.

10. Data Sharing & Privacy

- a. **Compliance with Laws:** Both Parties shall comply with all applicable data protection and privacy laws and regulations in the United Arab Emirates, including any updates or new directives issued by the UAE Data Office or relevant authorities.
- b. **Customer Data:** The Supplier acknowledges that any Customer Data accessed through the Platform, including but not limited to names, contact details, order information, or payment data (“Customer Data”), is the sole property of Platform. The Supplier shall use such data solely for the purpose of fulfilling its obligations under this Agreement; Not retain, process, sell, disclose, or reuse any Customer Data beyond the agreed scope; Implement reasonable security measures to protect any data accessed.
- c. **Data Breach Notification:** In the event of any actual or suspected data breach or unauthorized access involving Customer Data, the Supplier shall promptly (within 24 hours) notify Platform, cooperate fully in investigating the breach, and take all necessary remediation steps.
- d. **Data Retention:** The Supplier shall delete or anonymize any Customer Data in its possession upon termination of this Agreement, unless retention is required by law.

11. Returns & Dispute Handling

Supplier shall not be held liable for any loss, damage, or delay occurring during shipment or thereafter. The Supplier’s liability shall be limited solely to cases where the Goods themselves are defective or not in conformity with the agreed specifications.

In the event of product returns, customer cancellations, or undelivered orders due to Supplier error (including product defects, wrong item shipped, or failure to dispatch on time), the Supplier shall either: Issue a full refund within 15 days of notification; or provide a replacement product at no additional cost to Platform.

Platform shall not bear any financial liability for such failed deliveries when caused by the Supplier. In instances where returned or failed orders are not resolved via refund or replacement, the Supplier agrees to issue a credit note equal to the net product price, redeemable against future purchases.

12. Service Levels & Penalties

- a. **SLA Obligations:** The Supplier agrees to adhere to the mutually agreed Service Level Agreement (SLA), which includes, but is not limited to: Order confirmation and processing timelines; Dispatch and delivery timeframes; Product accuracy and quality standards; Communication and responsiveness to platform inquiries.
- b. **Monitoring & Performance Review:** Platform reserves the right to monitor Supplier performance on a rolling [monthly/quarterly] basis. Repeated failure to meet SLA thresholds may be considered a material breach of this Agreement.

- c. **Penalties for Non-Compliance:** In the event of consistent or significant SLA violations, Platform may, at its sole discretion:
 - i. Request partial or full refunds for prepaid orders that were not delivered in accordance with SLA terms.
 - ii. Suspend or limit the Supplier's product listings until resolution
- d. **Non-Refundable Clause Limitation:** The Supplier acknowledges that prepayment does not waive Platform's right to claim penalties, nor shall it be construed as acceptance of non-compliant service or performance.

13. Force Majeure

Neither Party shall be held liable for any failure or delay in the performance of its obligations under this Agreement (excluding payment obligations) due to events beyond its reasonable control, including but not limited to; acts of God; war; terrorism; or civil unrest; natural disasters or extreme weather events; epidemics or pandemics; governmental actions, embargoes or restrictions; labor strikes or supply chain disruptions

The affected Party shall promptly notify the other Party in writing, specifying the nature and expected duration of the force majeure event; use reasonable efforts to mitigate the impact and resume full performance as soon as practicable. If such an event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement upon written notice, without liability.

14. Marketing and Brand Promotion

The Supplier agrees to cooperate in good faith with Platform on reasonable marketing and promotional initiatives, including seasonal campaigns, sponsored placements, or content creation requests.

Any brand usage by Platform shall be governed by the licensing terms outlined in Clause 9 (Intellectual Property & Branding).

15. Third-Party Sales and Platform Integrity

- a. **Non-Circumvention:** The Supplier agrees not to directly or indirectly solicit, engage, or complete sales transactions with any buyer, business, or lead initially introduced or acquired through Platform. All transactions initiated, facilitated, or resulting from the platform — including through RFQs, inquiries, or introductions — shall be exclusively concluded on-platform.
- b. **Breach Consequences:** Breach of this clause shall constitute a material violation of this Agreement and may result in: Immediate termination of this Agreement; suspension or permanent deactivation of Supplier listings; legal action and/or claims for damages, including loss of business or commission.

16. Entire Agreement

This Agreement, including any annexes, appendices, or documents expressly incorporated by reference, constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof.

It supersedes all prior or contemporaneous discussions, negotiations, representations, or agreements, whether oral or written.

No amendment, modification, or waiver of any provision of this Agreement shall be valid unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

For TRADEX GLOBAL PORTAL L.L.C

Name: Ahmed Kadhum

Title: Chief Investment Officer

Signature:

For

Name:

Title:

Signature: