

FETCHR SERVICES AGREEMENT

This **FETCHR SERVICES AGREEMENT** (together with the relevant Client Cover Letter; Client, Services, and Cost Summary; and Additional Terms and Conditions, this "**Agreement**") is made and entered into as of the Effective Date set forth in the Cover Letter by and between:

A. **MENA 360 DWC-LLC**, a free zone limited liability company organized and existing under the laws and regulations of Dubai World Central ("**DWC**"), holding license number 1201 issued by DWC, having its registered address at Plot No: WC 5, 6, 7, Dubai Aviation City, Dubai Logistics City, Dubai, United Arab Emirates (the "**UAE**"), and its mailing address at INL Building, M Floor, Dubai Logistics City, Dubai, UAE ("**Fetchr**"); and

B. the **Client** identified in the Agreement (or, if no Client is specified specifically in the Agreement, or there is no previous or current agreement between the Parties, then the company or individual availing the Services).

Fetchr and the Client may be referred to collectively herein as the "**Parties**" and individually as a "**Party**" (as the case may be and as the context may so dictate).

1. **Definitions**

A. Unless the context otherwise requires each of the following words and expressions shall have the following meanings:

(1) "**Additional Services**" shall mean any services that are not the Services. If Additional Services are performed without a written agreement in place, then the Parties agree that Fetchr's standard terms and conditions shall apply to such Additional Services, including without limitation standard pricing.

(2) "**Affiliate**" shall mean, with respect to a Party, any person, corporation, or other entity Controlled by, Controlling, or under common Control with a Party.

(3) "**Control**" shall mean the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract, or otherwise) to appoint and/or remove all or such of the members of the board or other governing body of a person as are able to cast a majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to Control or have the power to Control the policies and affairs of that person or to exercise management Control over the services provided by an entity or individual to Fetchr by contract.

(4) "**Dedicated Resource Services**" shall mean any services, including Services and Additional Services (or any portion thereof), that are designated as "Dedicated Resource Services" in the Client, Services, and Cost Summary section of this Agreement. Unless otherwise stated herein, a reference to "Services" shall include Dedicated Resource Services.

(5) "**Effective Date**" shall mean the Effective Date set forth in the Agreement, or, if no such date is defined, then the date the Services are availed by the Client.

(6) "**Goods**" shall mean any goods or products (which can include, without limitation, any food products, prepared food, FMCG, etc.) that are sold by the Client to a Customer under a Customer Contract.

(7) "**Services**" shall mean any and all services, including, if applicable, any Dedicated Resource Services, provided by Fetchr under this Agreement as specified herein and as (i) provided to the Client; or (ii) procured for and on behalf of the Client, by Fetchr or one of its Affiliates.

(8) "**Territory**" shall mean the United Arab Emirates ("**UAE**") (and any other jurisdictions and countries specified in the Agreement and elsewhere where the Services are rendered).

B. References to a "Party" or the "Parties" shall include their respective successors in title, permitted assignees, estates, and legal personal representatives.

C. Titles of sections and clauses in this Agreement are used for information purposes only. Such headings shall not form part of the operative provisions of this Agreement.

D. Unless the context otherwise requires, words denoting the singular shall include the plural and *vice versa*, words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and unincorporated, associations, partnerships and individuals. Unless otherwise indicated, any references to "days" shall mean calendar days, and days and times shall be relative to the jurisdiction within the Territory in which Fetchr is carrying out the Services.

E. The Client understands, acknowledges, and agrees that, with respect to Services provided by Fetchr to the Client involving the delivery of Goods provided by Fetchr to a Client's customer (each a "**Customer**" and collectively, the "**Customers**"), the underlying contract between the Client and each such Customer (the "**Customer Contract**") is solely and exclusively negotiated and executed directly between the Client and each Customer, including without limitation any charges assessed by the Client for shipping, handling, insurance, taxes, and similar charges, fees, and expenses. Fetchr is not a party to any such Customer Contract with the Client or any Customer, and Fetchr's only contractual privity is with the Client for Services. It is the Client's sole and exclusive responsibility to collect any taxes, expenses, insurance premiums, and/or other fees related to the sale of Goods to a Customer under the Customer Contract. Any express or implied warranties directly or indirectly related to any Goods are exclusively made between the Client and its Customers.

F. The Client understands, acknowledges, and agrees that all, or some, of the Services may be performed by Affiliates and/or Fetchr's third party contracted partners. The Client understands, acknowledges, and agrees that multiple Fetchr-related entities may invoice the

Client depending on the type of Good(s) that is/are delivered by Fetchr (or one of its Affiliates) due to local government, tax, and licensing requirements.

G. Each Party shall, in good faith, take commercially reasonable measures to mitigate the impact, including without limitation any financial impact, to itself and/or the other Party for any breach(es), even when the other Party is the cause of such breach(es). This duty shall apply to each Party through effective termination, including without limitation actions and obligations prior to effective termination.

2. **Provision of Services**

A. Fetchr's service offerings include, *inter alia*, the following: warehouse-to-warehouse management; order management; customer care and scheduling; delivery to end-customers; feedback management; limited payment collection agent; and return management. Specific Services and Additional Services agreed to between the Parties shall be set forth in the Client, Services, and Cost Summary section of this Agreement and any subsequent amendments thereto.

B. Services shall be provided in each jurisdiction that is a part of the Territory. The Parties may, by mutual written agreement, revise the scope of the Territory from time to time, which may require corresponding revisions to this Agreement, including with respect to pricing.

C. Services by Fetchr under this Agreement shall be provided in accordance with Fetchr's Standard Operating Procedures and Fetchr's Privacy Policy as set forth on Fetchr's website (www.fetchr.us) (as each may be amended from time to time). Fetchr reserves the right to amend its Standard Operating Procedures from time to time at its sole, reasonable discretion and undertakes to provide notice of any significant changes to its policies to the Client. For more information, please contact your Fetchr-appointed account manager.

3. **Invoicing and Payment Terms; Additional and Amended Services**

A. Unless otherwise agreed in writing, Fetchr shall invoice the Client for each of the Services provided hereunder on a monthly basis.

B. Payments for all invoices issued by Fetchr to the Client under this Agreement shall be made to Fetchr within thirty (30) days from the date of issuance of the invoice.

C. Any fees that Fetchr incurs in connection with the collection of past due amounts, including without limitation attorney's fees, expenses, interest, late fees, and/or court costs, shall be the responsibility of the Client, and the Client hereby indemnifies Fetchr for all such costs associated with collection.

D. With respect to any payment under this Agreement, the Client shall ensure that the net amount actually received by Fetchr corresponds to the amount invoiced by Fetchr and due by the Client, and, in this context, any bank wiring fees, credit card fees, taxes, or similar costs shall be the responsibility of the Client.

E. In the event that any of the Services provided to the Client require additional work or services not agreed upon in this Agreement, including without limitation an expansion or contraction of existing Services, then the Parties may agree in writing on applicable terms and conditions for such Additional Services. This may include a revision to pricing of the relevant Additional Services and/or existing Services (as the case may be). In the event any such services are performed by Fetchr for the Client without a written agreement in place, all such services shall be considered Additional Services, and Fetchr's standard terms and conditions shall apply to all such services.

F. Unless otherwise allowed herein, Fetchr may only amend pricing at any time during the Term by providing the Client at least thirty (30) calendar days' prior written notice.

4. **Obligations of the Client**

A. As part of this Agreement, the Client shall be required to supply any information reasonably requested by Fetchr for the purposes of allowing Fetchr to perform its obligations under this Agreement. It is the Client's sole responsibility to ensure that any such information provided to Fetchr is accurate, proper, and in compliance with all applicable laws and regulations, including without limitation any applicable data privacy laws, regulations, and corporate policies applicable to the Client, Fetchr, and/or the Client's Customers. Should the Client fail to provide Fetchr with such information, and any other information required by Fetchr to perform the Services, Fetchr shall not be held responsible for any liability or other expense arising from such action, and the Client shall indemnify Fetchr for any liability or expense incurred (including attorney's fees and expenses) resulting therefrom.

B. The Client is responsible for insuring all Goods in transit until risk of loss of the Goods is transferred to the Customer under the terms and conditions of the Customer Contract. In the event of damage, theft, or loss of an item in the context of a delivery by Fetchr, such item shall be reported to the Client immediately in writing.

C. The Client agrees to make all payments in a timely manner strictly in accordance with this Agreement. Fetchr reserves the right to suspend any and all Services (including any Additional Services) to the Client in the event of non-payment of an invoice due to Fetchr, for so long as such non-payment endures. The Client shall bear sole responsibility for the consequences of any actions taken by Fetchr in accordance with this clause.

5. **Cash Management and COD**

A. If applicable, in the event Goods being delivered by Fetchr (or a Fetchr Affiliate, as the case may be) to the Client's Customer have been purchased through cash-on-delivery ("**COD**"), then the payment shall be collected by Fetchr, in its role as a limited collection agent, once delivered. For the avoidance of doubt, any funds collected by Fetchr (or a Fetchr Affiliate, as the case may be) that are collected in connection with a Customer Contract are done so by Fetchr as a limited payment collection agent (including without limitation any funds collected by credit, cheque, cash, or other non-cash proceeds).

B. All payments by Fetchr to the Client for COD purchases shall be made gross of currency exchange fees, bank transfer fees, delivery

charges, and similar costs.

C. Any issues related to cash collection caused by the Customer, such as payment by counterfeit bills or refusal to pay at the time of delivery, shall be the responsibility of the Client with its Customer. In the event counterfeit bills are collected by Fetchr, Fetchr shall not be liable for such action, and the Client's only recourse shall be vis-à-vis the Customer and the relevant government authorities. The Client further understands and agrees that the Client shall remain responsible for fees related to Fetchr's Services even in the case of attempted payment by the Customer for Goods using counterfeit bills.

D. Unless otherwise agreed in writing, the maximum COD amount (the "**Maximum COD Amount**" that can be collected by Fetchr per shipment shall be US\$1,360 (or the equivalent in local currency in the Territory). The foregoing notwithstanding, nothing shall prevent Fetchr from agreeing to make a specific, *ad hoc* delivery, in accordance with this Agreement, on a COD basis that exceeds the Maximum COD Amount provided an authorized representative of Fetchr has agreed to such a delivery in writing beforehand. Fetchr shall not be responsible in any way should the Client fail to seek and receive such written approval for deliveries that exceed the Maximum COD Amount.

6. Compliance with Applicable Laws and Regulations

A. It shall be the sole and exclusive responsibility of the Client to ensure that all Goods offered for sale to its customers comply with all applicable laws and regulations (along with all customs and norms related to each jurisdiction), including without limitation applicable tax, copyright, and anti-counterfeiting laws, at all points in the delivery chain, and that all authorizations, permits, or licenses that are necessary and/or desirable have been obtained.

B. The Client shall be responsible for any costs, expenses, fees, penalties, etc. imposed by government authorities in connection with the Client's failure to comply with applicable laws and regulations, such as, without limitation, any tax obligations, licensing related to the sale of Goods, etc. In the event government authorities impose sanctions (financial penalties, suspension of license, etc.) of any kind against Fetchr related to the Client's failure to comply with applicable laws and regulations related to the sale of Goods, including without limitation any tax obligations, the Client shall indemnify Fetchr against any costs, expenses, fees, penalties, etc. imposed by the government authorities on Fetchr directly or indirectly related thereto.

C. In no event shall either Party be responsible for the consequences of any failure by the other Party to comply with laws and regulations applicable to such Party, including without limitation any failure by the Client to insure any Goods.

D. The Client understands and agrees that in the event any Goods become the subject of an investigation by law enforcement, Fetchr shall have the right to cooperate, exclusive of any legal obligation, with law enforcement, including without limitation providing law enforcement with the contact information of the Client and/or the Customer.

E. The foregoing notwithstanding, Fetchr may amend any terms of this Agreement solely in order to comply with any change in law or regulation that occurs to applicable laws and regulations related to the Services, including without limitation material terms such as pricing. Under such limited circumstances, Fetchr shall notify the Client as soon as possible prior to implementation, or if impossible, as soon as possible following implementation.

7. Term and Termination

A. This Agreement shall remain in effect for a term of (1) one year from the Effective Date (the "**Initial Term**"). Following the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless terminated earlier by either Party in accordance herewith.

B. This Agreement may be terminated in any of the following circumstances:

(1) In the event that a Party breaches the terms of this Agreement and such violation(s) continue(s) and remain(s) unresolved to the reasonable satisfaction of the non-breaching Party for a period of fifteen (15) days following written notice by the non-breaching Party of such violation(s), such non-breaching Party may terminate this Agreement by sending written notice thereof to the breaching Party.

(2) In the event of a change in the Control of any of the Parties (it being specified that any such change is required to be notified to the other Party), then the other Party shall have the right to terminate the Agreement immediately by sending written notice the Party experiencing the Change of Control.

(3) Solely for Services that are not Dedicated Resource Services, either Party may terminate this Agreement at any time by providing the non-terminating Party with thirty (30) days' prior written notice.

(4) Fetchr may terminate this Agreement in the event of non-payment by the Client that remains outstanding for more than forty-five (45) days. A termination by Fetchr of this Agreement for non-payment of fees for Services shall be without prejudice to Fetchr's further rights and remedies hereunder.

(5) Fetchr may suspend Services, set off any monies owed to Fetchr against any funds held by Fetchr for the Client, assess interest and/or late fees at the then prevailing standard rates, or take any other reasonable action as a result of non-payment, or late payment (as the case may be), by the Client to Fetchr.

C. Termination rights for Dedicated Resource Services shall, if applicable, be set forth in the Additional Terms and Conditions section of this Agreement. In the event no such termination provisions are set forth in therein, then the termination provisions of this Section 7 (*Term and Termination*) shall apply to Dedicated Resource Services by default.

8. Relationship of the Parties; Indemnity

A. By entering into this Agreement, the Parties do not intend to create any relationship of employment, partnership, or joint venture, and

at no time shall Fetchr position itself as affiliated with the Client in any way other than as an independent contractor for the provision of Services as described herein.

B. The Client agrees to indemnify the Fetchr against, and keep the Fetchr (together with its shareholders, directors, officers, employees, agents, contractors, etc.) and its Affiliates (together with its shareholders, directors, officers, employees, agents, contractors, etc.) harmless from, all costs, claims, liabilities, and demands of any nature that may be incurred, directly or indirectly, with respect to third parties in connection with any breach(es) related to the Goods that are being delivered by Fetchr that are the subject of the Customer Contract executed directly between the Client and each of its Customers.

9. Confidentiality

A. This Agreement, all of the negotiations and communications resulting therefrom, and all data exchanged accordingly shall be treated as strictly confidential. Disclosing any of the information contained herein may be cause for immediate termination on providing credible evidence by either Party. Public announcements with respect thereto may only take place in close consultation and after prior written approval of the Parties.

B. Each Party acknowledges that the other Party may be irreparably harmed by a breach of this Agreement and a Party's confidentiality obligations and that damages alone may not necessarily be an adequate remedy. Accordingly, each Party acknowledges that injunctive relief, specific performance, or other equitable relief in favor of the compliant Party may be an appropriate and necessary remedy for any actual breach.

10. Force Majeure

A. Neither Party shall be liable for any failure to perform any of its obligations under this Agreement if such failure is caused by force majeure (including, without limitation, war, natural disaster, or any other cause that is outside the scope of control of the Parties such as unforeseen government action).

B. In such cases, each Party agrees to use commercially reasonable efforts to remedy the breach and to mitigate any damages that would be caused to either Party.

11. Liability

A. Neither Party shall be liable for any indirect, special, punitive, or consequential damages, or for any loss of revenue, profits, or data, arising out of or in connection with this Agreement, even in cases where the Party has been advised of the possibility of such damages.

B. Other than for (i) non-payment of fees for Services (and all costs, interest, late fees, and/or other fees related thereto), (ii) liability attributable to a Party's gross negligence and/or willful misconduct (including fraud and material misrepresentation), or (iii) any indemnity obligations set forth in this Agreement, each Party's aggregate liability arising out of or in connection with this Agreement shall not exceed the lesser of (1) the total fees received by Fetchr to date under this Agreement, and (2) One Hundred United States Dollars (US\$100) (or the equivalent in local currency in the Territory at the time any such liability is incurred).

C. Fetchr shall be liable for the loss of, or obvious damage to, the Client's shipment while, and only while, it is within Fetchr's custody and control. The shipment shall be in Fetchr's custody and control when the shipment is picked up at the Client's address and until the end receiver of the shipment signs and authorizes that the shipment is received.

D. Where one or more Services is performed by one of Fetchr's contracted business partners (e.g. DHL), the terms of carriage (and other relevant terms and conditions) of the business partner shall apply instead of Fetchr's liability policy.

E. Fetchr's liability, with respect to any single shipment, is in any event limited to the wholesale value of the Goods constituting the shipment up to a maximum of One Hundred United States Dollars (US\$100) in the aggregate (or the equivalent in local currency in the Territory at the time any such liability is incurred).

F. Unless otherwise specified herein, damage for loss of Goods must be notified to Fetchr by the Client no later than ten (10) days following order initiation by the Client; otherwise, Fetchr shall not be liable or responsible for any such damage or loss to Goods.

G. Where carriage by air (through one of Fetchr's third party contracted business partners) involves an ultimate destination or stop outside the country of origin, the Warsaw Convention may apply. The Warsaw Convention governs, and in most cases limits, the liability of carriers in respect of loss of or damage or delay to cargo. (For the purpose of these terms, the phrase "**the Warsaw Convention**" means (i) the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on October 12, 1929 or (ii) that Convention as amended or supplemented by any protocol or supplementary convention or (iii) the Montreal Convention 1999, whichever is applicable.) Notwithstanding any clause to the contrary, international carriage by road may be subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road signed at Geneva on May 19, 1956 (the "**CMR Convention**").

H. Where the Warsaw Convention, CMR Convention, or any national laws implementing or adopting these conventions apply (for convenience referred to as "**Convention Rules**") or where (and to the extent that) other mandatory national law applies, the liability of Fetchr is governed by, and will be limited according to, the applicable rules. In all circumstances, the terms and conditions of the third party contracted business partner shall apply when Fetchr's Services involve international (cross border) delivery of any nature whatsoever.

12. **Notices:** All notices, requests, demands, and other communications provided by a Party under this Agreement shall be made in writing and shall be deemed to have been given or made on the date of delivery, in the case of hand delivery, or upon receipt if transmitted by reputable post or courier, by electronic mail, or any other means recognized by applicable law, addressed (in any case) as follows:

If to Fetchr, address to:

If to the Client, address to:

MENA 360 DWC-LLC
INL Building, M Floor
P.O. Box 3139
Logistics City, Dubai, UAE

See the Agreement for the Client's notice address.

13. Non-Assignment; Amendments; Rights of Third Parties

- A. The rights and obligations of a Party set forth herein may not be assigned by any Party without the prior written approval from the other Party hereto (such consent not to be unreasonably withheld by either Party).
- B. Except as otherwise explicitly allowed herein, amendments to the terms of this Agreement, or the obligations contained herein, shall only be effective if made by a written document signed by an authorized signatory of each of the Parties.
- C. No terms and conditions of this Agreement shall be enforceable by a person who is not a party to this Agreement.

14. Waiver and Severability

- A. The failure by a Party to exercise any right hereunder shall not in any way be deemed to constitute a waiver of such right, and shall not in any way affect the entitlement of such Party to exercise such right.
- B. The fact that any section or clause hereunder may become void, unenforceable, invalid, or inapplicable shall not affect the validity of this Agreement, and it shall not release the Parties from performance of their obligations hereunder.
- C. The provisions of this Agreement are independent from, and shall not be subject to, the provisions of any other agreement entered into by the Parties except those sections or clauses incorporating by reference the definitions of terms as defined in other agreements referred to herein, and no other such documents may be interpreted as derogating from the provisions of this Agreement.

15. Entire Agreement; Counterparts

- A. This Fetchr Services Agreement (along with the (i) Cover Letter, (ii) Client, Services, and Cost Summary, and (iii) Additional Terms and Conditions) shall form an integral part of the Agreement between the Parties. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous communications, understandings, representations, and negotiations, with respect to the Services and other matters covered by this Agreement.
- B. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one (1) and the same agreement.

16. Governing Law and Dispute Resolution

- A. This Agreement shall be construed, enforced, governed, and controlled by the laws and regulations of the Dubai International Finance Center (the "**DIFC**").
- B. The Parties shall use all commercially reasonable means to settle any disputes arising from this Agreement amicably within fourteen (14) days of becoming aware of such dispute.
- C. Any disputes that remain unresolved through management of the Parties arising from this Agreement shall be finally and exclusively settled by arbitration to be held at the DIFC-LCIA Arbitration Center (the "**Center**") in the DIFC at the Center's courts located in DIFC, Dubai, UAE. This Agreement shall be construed and implemented, along with settlement of any disputes arising thereof, accordingly.
- D. Any disputes referred for arbitration by either Party shall be submitted to the Center with the proceedings governed by the then current arbitration rules of the Center (the "**Rules**").
- E. Timing shall be of the essence with respect to deadlines, and the Parties agree to take all commercially reasonable measures to ensure that the arbitration proceedings are conducted in an efficient manner (with the goal of the Parties being the issuance of a final, non-appealable arbitral ruling no later than sixty (60) days following the initial hearing called by the arbitrator to commence proceedings).
- F. The arbitration shall be conducted in front of one (1) arbitrator. The arbitrator shall be selected by the Center in accordance with the Rules. The foregoing notwithstanding, the arbitrator selected by the Center to hear and finally resolve any dispute between the Parties must be (i) an experienced arbitrator, (ii) a commercial lawyer with at least ten (10) years of experience applying governing law to the subject matter of the dispute, and (iii) completely fluent in English (with a preference for an arbitrator that is equally fluent in Arabic).
- G. This Agreement has been drafted, negotiated, and executed in the English language. In the event that a translation is absolutely required by the arbitrator or the Center to resolve a dispute, then the Parties shall split the cost of translation, and Fetchr shall select a licensed translator that is certified to perform the required translations in Dubai, UAE.