

## **VENDOR AGREEMENT**

### **Preamble:**

Whereas:

- A) The First Party owns and operates an online and mobile-based marketplace platform under the brand name "Wash Souq," which facilitates the connection between end users and third-party car wash and detailing service providers across the United Arab Emirates (UAE). Wash Souq holds exclusive control over the operation, marketing, user interface, pricing, and policies of the Wash Souq platform.
- B) The Vendor is an independent provider of car wash and detailing services operating in the UAE and wishes to list and promote its services on the Wash Souq platform subject to the Wash Souq's terms and operational requirements.
- C) The Parties desire to enter into this Agreement to define and regulate their commercial relationship, with the understanding that the Vendor's access to and continued use of the Wash Souq platform is conditional upon full compliance with the Wash Souq's policies, performance standards, and strategic objectives.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and intending to be legally bound, the Parties hereto agree as follows:

### **Article (1)**

#### **Preamble**

The above- mentioned preamble is considered as an integral part of this Agreement, providing context and guiding principles for the interpretation and execution of its terms.

### **Article (2)**

#### **Definitions and interpretation**

**2.1** In this Agreement, unless the context otherwise requires:

- a) **"Platform"** refers to the Wash Souq mobile application and associated online services.
- b) **"Vendor Services"** means the car wash and detailing services listed and offered by the Vendor through the Platform.
- c) **"User"** refers to any individual or entity using the Platform to book Vendor Services.
- d) **"Commission"** means the fee charged by Wash Souq on each completed order processed through the Platform.

- e) **"Mobile Carwash Vendor"** refers to a Vendor providing services using mobile units within authorized service zones.

## **2.2 In this Agreement, unless the context otherwise requires:**

- a) reference to a clause is to a clause in this Vendor agreement.
- b) the headings and titles in this purchase agreement are used for ease of reference only and do not affect the interpretation of this agreement.
- c) "month", "monthly", "year" and "yearly" and any other references in time shall be construed by reference to the Gregorian calendar.
- d) words importing the singular include the plural and vice versa, words importing a gender include every gender and references to person include corporations, partnerships and other unincorporated associations or bodies of persons.
- e) Any reference to a law shall be construed as a reference to such law as amended or re-enacted.

## **Article (3)**

### **Appointment and onboarding**

- 3.1 Wash Souq hereby grants the Vendor a limited, non-exclusive, revocable, and non-transferable right to offer its services ("Vendor Services") through the Wash Souq platform ("Platform"), strictly subject to the terms and conditions of this Agreement and any additional operational policies, quality standards, or procedural requirements as may be issued by Wash Souq from time to time. This appointment does not confer any guarantee of continued listing or access to the Platform, which remains at the sole discretion of Wash Souq.
- 3.2 The Vendor's onboarding and participation on the Platform shall be strictly conditional upon:
  - Submission and Wash Souq's approval of a valid and current UAE trade license covering the relevant services;
  - Completion of all Know-Your-Customer (KYC) protocols and documentation as mandated by Wash Souq;
  - Provision of accurate and verifiable banking and payment processing information in a format acceptable to Wash Souq;
  - Execution of this Agreement and all associated documentation, disclosures, and consents required by Wash Souq;
  - Successful completion of Wash Souq's initial and ongoing quality, safety, and operational compliance assessments;
  - Compliance with all applicable laws, regulations, and licensing obligations in the UAE.

Wash Souq reserves the absolute right, without liability, to reject, delay, or suspend the Vendor's onboarding or Platform access at any stage if, in its sole judgment, the Vendor fails to meet any of the above conditions or any internal policy or compliance standard.

- 3.3 Vendor agrees to a mandatory minimum listing commitment of three (3) months from the Effective Date ("Initial Term"), during which the Vendor may not terminate or withdraw its services from the Platform, except in the event of a material breach by Wash Souq that remains uncured for thirty (30) days following written notice. Wash Souq reserves the right to suspend or terminate the Vendor's listing at any time for breach, performance failure, or reputational concerns, with or without prior notice, at its discretion.

#### **Article (4)**

##### **Scope of services and performance standards**

- 4.1 The Vendor shall list and offer its automotive wash and detailing services exclusively through the Platform with complete accuracy and transparency in service descriptions, pricing, estimated service duration, and real-time availability. All information must be continuously updated to reflect current capabilities and prevailing market conditions. The Vendor shall adhere to professional standards aligned with Wash Souq's brand image and customer expectations, including but not limited to courteous staff conduct, punctuality, cleanliness, and consistency of service. The Vendor is required to respond to all booking requests within the maximum timeframe of two (2) hours during business hours, or as may be updated by Wash Souq in its operational guidelines. All confirmed bookings must be fulfilled at the designated time and location, with no deviation permitted unless explicitly pre-approved in writing by Wash Souq. The Vendor shall maintain all necessary licenses, permits, insurance, and certifications as required for lawful operation in the UAE, and must ensure ongoing compliance at all times.
- 4.2 The Vendor shall maintain a minimum average customer rating of 3.0 out of 5.0, as calculated from customer reviews submitted through the Platform. In addition, the Vendor must achieve and maintain a minimum service completion rate of 95%, meaning that no more than 5% of confirmed bookings may be cancelled, rescheduled, or left incomplete due to any fault, act, or omission of the Vendor. Response to all customer inquiries and support requests must be made within two (2) business hours, and the Vendor must implement appropriate staffing, training, and process controls to ensure timely and professional communication.
- 4.3 Wash Souq retains the sole and exclusive right to issue, amend, and enforce Standard Operating Procedures (SOPs) or any other operational guidelines, which shall be binding upon the Vendor. These SOPs may be revised periodically by Wash Souq to reflect changes in consumer expectations, market trends, legal and regulatory requirements, or industry best practices. The Vendor agrees to fully comply with all such guidelines and

acknowledges that failure to do so may result in penalties, suspension, or removal from the Platform.

- 4.4 The Vendor acknowledges and accepts full and sole responsibility for the delivery of all services, including but not limited to service quality, customer satisfaction, booking management, resource planning, and operational reliability. This responsibility includes ensuring sufficient manpower, equipment, and logistical capability to meet booking demand in a timely and consistent manner. The Vendor must comply with all applicable health, safety, labor, and environmental laws and regulations. Any failure in performance, whether resulting in customer dissatisfaction, safety incidents, or reputational harm to Wash Souq, shall be deemed a material breach of this Agreement and may result in immediate suspension or termination, without prejudice to any other remedies available to Wash Souq.

## **Article (5)**

### **Exclusivity and non-competition**

- 5.1 During the entire term of this Agreement, the Vendor shall use the Platform exclusively and solely for all online bookings, lead generation, customer acquisition, and digital transactions related to automotive wash and detailing services within the United Arab Emirates. The Vendor is strictly prohibited from:
- Accepting or soliciting direct bookings from any Platform user;
  - Encouraging, instructing, or incentivizing Platform users to use alternative booking channels;
  - Delivering services to any Platform user outside the Platform's infrastructure, regardless of who initiated the contact;
  - Maintaining or participating in any website, app, or digital channel offering similar or competing automotive wash and detailing services.

Any such activity shall constitute a material and deliberate breach of this Agreement and may result in immediate suspension or termination, along with applicable legal remedies, including injunctive relief and monetary damages.

- 5.2 The Vendor agrees that during the term of this Agreement and for a period of six (6) months following its termination or expiration, the Vendor shall not:
- Register on, partner with, or provide services through any other competing online or mobile platform offering car wash, detailing, or related automotive services in the UAE;
  - Establish, operate, or hold any ownership interest in a business or platform that directly or indirectly competes with Wash Souq's Platform;
  - Use, disclose, or exploit any business models, customer data, usage patterns, technical insights, pricing structures, or strategic knowledge gained through Wash Souq to benefit any competitor, either directly or indirectly.

These non-competition restrictions are considered essential to the protection of Wash Souq's goodwill, user base, and proprietary advantage, and the Vendor agrees they are reasonable and enforceable under UAE law.

5.3 The Vendor shall not reproduce, imitate, replicate, reverse-engineer, decompile, or otherwise derive or copy any part of the Platform's technology, design, user interface, backend systems, algorithms, SOPs, or operational workflows. The Vendor is also prohibited from using any of Wash Souq's intellectual property, including its trade names, domain names, trademarks, brand elements, marketing materials, logos or promo codes without prior written consent. The Vendor shall not imply, claim, or misrepresent any affiliation, partnership, or endorsement by Wash Souq outside the scope explicitly authorized in writing. Any such infringement shall constitute a material breach, subject to immediate termination, permanent debarment from the Platform, and liability for monetary damages, legal costs, and equitable remedies including injunctive relief.

## **Article (6)**

### **Financial terms and payment**

6.1 Wash Souq shall deduct a commission from each successfully completed transaction processed through the Platform as follows:

- Ten percent (10%) for Vendors operating from a fixed location.
- Fifteen percent (15%) for mobile car wash Vendors.

These rates are calculated on the gross transaction value, inclusive of all service charges but exclusive of VAT.

6.2 Payouts to the Vendor shall be calculated on a bi-weekly basis and disbursed within five (5) UAE business days following the end of each payment cycle. All disbursements will be made net of the following deductions, without further notice:

- Applicable Platform commission;
- Payment gateway and processing fees (currently 2%, but subject to change based on actual third-party provider rates);
- Applicable Value Added Tax (VAT) and any other taxes or levies;
- Standard domestic or international bank transfer charges;
- Adjustments for any refunds, penalties, or deductions arising from customer complaints, service failures, or dispute resolution.

Wash Souq shall have the right, at its sole discretion, to withhold any portion of the Vendor's payout if there are:

- Pending or unresolved customer complaints or disputes;
- Service quality concerns or compliance violations;
- Potential chargebacks or financial reversals.

Such withheld amounts shall be retained until the matter is resolved to Wash Souq's satisfaction, and the Vendor shall have no right to dispute any delay or deduction unless supported by documented evidence.

- 6.3 The Vendor shall bear full and sole financial liability for any and all refunds, chargebacks, or payment reversals resulting from service deficiencies; cancellations or no-shows caused by the Vendor; verified customer complaints or dissatisfaction; and all costs incurred to resolve disputes, including customer service credits; compensation expenses; administrative or legal handling fees.

In cases of documented Platform system errors or other technical malfunctions beyond the Vendor's control, Wash Souq may, at its sole and final discretion, elect to absorb part or all of the refund amount. Under no circumstances shall Wash Souq be obligated to cover financial losses attributable to Vendor-related issues.

## **Article (7)**

### **Platform access and data protection**

- 7.1 Wash Souq shall provide Vendor with secure access credentials for Platform management functions, including service listing, booking management, and performance monitoring. These credentials are subject to Wash Souq's security protocols and may be modified or revoked at Wash Souq's discretion. Access will be immediately terminated upon Agreement expiration or termination, and Wash Souq reserves the right to monitor and audit all Vendor activities on the Platform to ensure compliance with this Agreement.
- 7.2 All user data, transaction records, customer information, analytics, and Platform-generated content remain the exclusive property of Wash Souq. Vendor shall not extract, copy, or retain customer data beyond what is necessary for immediate service delivery requirements. Customer information may not be used for independent marketing, business development, or any purpose other than fulfilling confirmed bookings through the Platform. Vendor shall not share customer data with third parties without Wash Souq's express written consent and shall implement appropriate security measures to protect any customer information in Vendor's temporary possession.
- 7.3 Vendor acknowledges that Platform operations, customer data, business strategies, pricing models, and competitive information constitute Wash Souq's confidential information. Vendor agrees to maintain strict confidentiality regarding all such information in perpetuity, regardless of how such information was obtained or whether this Agreement remains in effect. This confidentiality obligation extends to Vendor's employees, contractors, and any third parties who may have access to such information in connection with Vendor's performance under this Agreement.

## **Article (8)**

### **Liability, indemnification, and insurance**

- 8.1 Vendor assumes full legal and financial liability for all damages to customer vehicles or property occurring during service delivery, personal injury or harm resulting from Vendor's negligence, misconduct, or failure to follow proper procedures, and any breach

of this Agreement or violation of applicable laws. Vendor's liability extends to actions of its employees, contractors, and any third parties engaged by Vendor in connection with service delivery.

- 8.2 Vendor shall indemnify, defend, and hold harmless Wash Souq, its officers, directors, employees, agents, and affiliates from and against all losses, damages, liabilities, costs, and expenses arising from or relating to Vendor's performance or non-performance of services, any breach of this Agreement by Vendor, third-party claims related to Vendor's activities or service delivery, and any violation of intellectual property rights or applicable laws by Vendor. This indemnification obligation survives termination of this Agreement.
- 8.3 Wash Souq shall not be liable for any indirect, incidental, consequential, or punitive damages, including but not limited to lost profits, business interruption, or reputational harm, regardless of whether Wash Souq has been advised of the possibility of such damages.

## **Article (9)**

### **Term and termination**

- 9.1 This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year, automatically renewing for successive one-year periods unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
- 9.2 Either Party may terminate this Agreement immediately upon written notice in the event of material breach that remains uncured after seven (7) days written notice and opportunity to cure, insolvency, bankruptcy, or cessation of business operations by the other Party, violation of exclusivity or non-competition provisions, or fraud, misconduct, or criminal activity by the other Party. Wash Souq may also terminate immediately if Vendor's performance consistently falls below minimum standards or if Vendor's actions damage Wash Souq's reputation or business interests.
- 9.3 Upon termination for any reason, all rights and obligations under this Agreement shall cease except for those provisions that by their nature are intended to survive termination. Vendor shall immediately discontinue all access to and use of the Platform, return or destroy all Confidential Information, and cease all use of Wash Souq's intellectual property. Outstanding payments shall be settled within thirty (30) days of termination, subject to any offsets for damages or unpaid obligations. Confidentiality, non-competition, and indemnification obligations shall continue in full force and effect according to their respective terms.

## **Article (10)**

## **Force majeure**

Neither Party shall be liable for any delay or failure in performance under this Agreement that is due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, epidemic, labor disputes, governmental actions, or utility failures. The affected Party must promptly notify the other Party of such circumstances and use reasonable efforts to minimize the impact and duration of any delay. Performance obligations shall resume as soon as reasonably practicable after the cessation of such circumstances, and the Agreement term may be extended by the duration of any force majeure event.

## **Article (11)** **Amendment**

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

- 11.1 No modification, amendment, or waiver of any provision of this Agreement shall be valid, enforceable, or binding unless it is:
- a) Expressly agreed upon in writing; and
  - b) Duly signed by authorized representatives of both Parties.
- 11.2 No failure or delay by either Party in enforcing any right, remedy, or provision under this Agreement shall be construed as a waiver of such right or provision. Any waiver must be explicitly stated in writing and shall not be deemed a waiver of any subsequent breach or default.
- 11.3 Any amendment or modification to this Agreement shall become effective only upon the formal execution of a written addendum, which shall be attached to and incorporated as part of this Agreement

## **Article (12)** **Miscellaneous**

- 12.1 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from this Agreement, and the remaining provisions shall continue in full force and effect. The Parties shall negotiate in good faith to replace any severed provision with a valid provision that achieves the same economic effect.
- 12.2 Assignment: Vendor may not assign, transfer, or delegate any of its rights or obligations under this Agreement without Wash Souq's prior written consent, which may be withheld in Wash Souq's sole discretion. Wash Souq may freely assign this Agreement or any of its rights hereunder to any affiliate, successor, or third party in connection with a merger, acquisition, or sale of assets.



- 12.3 All notices, demands, and communications under this Agreement shall be in writing and delivered personally, by recognized courier service, or by registered mail to the addresses specified in the preamble or such other addresses as may be designated by written notice. Notices shall be deemed received upon actual delivery or three (3) business days after mailing, whichever occurs first.
- 12.4 Entire Agreement: This Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties concerning the subject matter herein. No representations, inducements, provisions, agreements, or arrangements, whether oral or written, express or implied, shall have any legal effect unless expressly stated in this Agreement
- 12.5 **Survival:** The provisions of this Agreement relating to confidentiality, non-competition, intellectual property protection, liability and indemnification, and governing law shall survive termination or expiration of this Agreement and shall remain binding upon the Parties and their respective successors and assigns.

#### **Article (13)**

##### **Governing law & jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of United Arab Emirates. Any dispute arising out or in connection with this Agreement, including any question regarding its existence, validity or termination shall be referred to Courts of Sharjah.