
RETAILER AGREEMENT
BETWEEN
ZH MIDDLE EAST DMCC
AND
COMBINED COMPUTER TRADING

RETAILER AGREEMENT

THIS AGREEMENT is made this 2nd Day of July 2020

BETWEEN: -

1. **ZH Middle East DMCC**, a Company incorporated and existing under the laws of U.A.E, having its head office at Office 2906, Jumeirah Lake Towers, X3 Tower, X Block, Dubai, U.A.E, having operations in U.A.E, G.C.C, MENA, Indian Sub-continent, hereinafter referred to as **“Company”**
2. **COMBINED COMPUTER TRADING**, a company incorporated and existing under the laws of the Emirate of Dubai, United Arab Emirates, having its head office at 107, Al Fajer Complex, Oud Metha, Dubai, UAE hereinafter referred to as **“Retailer”**

The Company and the Retailer are hereinafter collectively referred to as the **“Parties”** and individually as **“the party”** and have agreed to be bound by the terms of these agreement with reference to the following recitals:

- A. Whereas the Company has been in the business of warranty & affinity programme management for a considerable time and has the necessary expertise in the administration of the extended warranty and other affiliated programs such as Extended Warranty, Accidental Damage Protection Plan (**ADP**)/ Purchase Protection Guarantee program & corresponding claims administration, and related processes and has extensive expertise in administering these programs across territories encompassing but not limited to U.A.E, G.C.C, MENA, Indian Sub-continent etc. vide the company name ZH MIDDLE EAST DMCC; and
- B. Whereas the Retailer is the non-exclusive multi-brand retailer of Consumer Electronics/IT products, Mobile Phones and accessories, etc., in the territory of U.A.E., GCC, MENA region amongst others; and
- C. Whereas the Company has proposed to administer and facilitate their Protect4Less products, which provides Extended Warranty, Accidental Damage Protection and Theft coverage for consumer electronics, IT goods, mobile phones, etc herein referred as ‘IT & Mobility products’; and
- D. Whereas the Parties have agreed to collaborate for the purpose of mutually advantageous business relationship; and
- E. Whereas the Retailer has approved the proposal as evidenced in the Annexures; and
- F. Whereas the Company has agreed to appoint the Retailer as a non-exclusive component of it supply chain in the UAE pursuant to the terms of this Agreement.

Now, therefore, the parties on their own behalf and on the behalf of their affiliates, associates, companies, divisions, subsidiaries, employees, agents, assignees, designees, recipients, and successors-in-interest expressly stipulate and agree to the following stipulations:

1. Affirmation of Recitals.

- 1.1. The aforementioned recitals constitute an integral part of this agreement.

2. Operative Provisions.

- 2.1. As used in this Agreement, the following terms shall have the following definitions:

- 2.1.1. “the Retailer” shall mean what the term may refer to in common parlance in the Territory, including but not limited to any entity that is engaged in the retail sale of products, similar or otherwise, in associative sectors that the Plans function within;
- 2.1.2. “the Territory” shall mean United Arab Emirates (UAE), and other territories, as may be mutually agreed by the parties.
- 2.1.3. “the Program” shall mean IT & Mobility products Programs pertaining to Extended Warranty Plan (**EWP**), ADP and Theft Coverage arranged via Company in conjunction with designated entities, collectively called **“Protect4Less”** or **“Plan(s)”** from here-on. A specimen copy of the terms and conditions enforceable and applicable to Protect4Less shall be

provided to the Retailer at the time of execution of this Agreement. The Retailer hereby agrees that any and all sales that it may conduct pursuant to its obligations under Clause 4.1 shall be contingent and subject to the terms and conditions applicable to Protect4Less.

2.1.4. "the Commencement Date" shall mean the date of signing of this Agreement.

2.1.5. "the Notice" shall mean a notice in writing from one Party to the other Party for a period of three months.

2.1.6. "Subscription fees" shall mean payment due at the time of Plan issue and point of sale.

2.1.7. "Product(s)" shall mean IT & Mobility products, sold by Retailer

2.2. Clause, Annexure and paragraph headings shall not affect the interpretation of this agreement.

2.3. References to clauses and Annexures are to the clauses of and Annexures to this agreement and references to paragraphs are to paragraphs of the relevant Annexure.

2.4. The Annexures form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Annexures.

2.5. A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated in accordance with its terms from time to time.

2.6. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2.7. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2.8. A person includes a natural person, corporate or unincorporated body and partnership (whether or not having separate legal personality).

2.9. A reference to any party shall mean an Original Party and any person who has executed this agreement together with, in each case, their respective personal representatives, successors and permitted assigns.

2.10. Unless expressly provided otherwise in this agreement, a reference to writing or written includes faxes and email.

2.11. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.12. References to a document in agreed form are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.

2.13. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2.14. A reference to a statute or statutory provision shall include all subordinate legislation made under that statute or statutory provision.

2.15. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2.16. Unless the context requires otherwise, words and expressions defined in the Clauses shall have the same meaning when used in this agreement.

3. **Commencement and duration.**

3.1. This Agreement shall come into force on the Commencement Date and shall, subject to earlier termination in accordance with Clause 7, remain in force for a period of Two years from the Commencement Date.

3.1.1. From the date of its expiry, this Agreement shall be automatically renewed for a further similar period, unless otherwise terminated by either Party by 30 days Notice.

3.1.1.1. Notwithstanding anything in this Agreement, in case of termination, the subsisting Plans in operation shall remain in force till the end of their respective valid period.

4. **Obligations of The Retailer**

4.1. The Retailer shall provide Protect4Less Plans, on an optional basis, as a IT & Mobility product sold by the Retailer to its customers.

4.2. The Retailer shall provide all reasonable assistance to the Company in respect of providing accounting and other records of Plans and other Products sold.

- 4.3. Each Party shall at all times use its best endeavours to keep confidential any information which it may acquire in relation to each other's business or affairs and shall not use or disclose such information (except with the written consent of the other Party) to any other party. However, this clause does not prevent a disclosure which is made for a proper purpose; (i) to a public authority; (ii) to a court of law or to arbitration panel in the course of any dispute resulting thereof; (iii) to the senior management of a party's parent undertaking (iv) to the auditors of or any lawyer or professional person acting for, a party or its parent undertaking.
- 4.4. The Retailer shall consult the Company, in the event of any change sought towards the supplier of Protect4Less, by any authority, prior to the change effected.
- 4.5. The Retailer shall refrain from making or holding out statements that could be considered libellous, slanderous or detrimental to or against the interest of the Company.
- 4.6. The Retailer shall at all times refrain from any act or omission which could damage the goodwill or otherwise prejudicially affect the sale of the Plans.

5. Rights and obligations of the company.

- 5.1. The Company shall assist the Retailer to develop its value-add sales strategies upon Retailer's request.
- 5.2. The Company and the Retailer shall meet together from time to time to discuss current and future sales strategies programmes in respect of sale of the Plans for the Products in the Territory and for the purpose of development of any new sales strategy or promotional sales. Both Parties hereby expressly agree to implement such programmes as may be agreed during such discussions.
- 5.3. The Company shall refrain from making or holding out statements that could be considered libellous or detrimental to or against the interest of the Retailer.

6. Retail product.

- 6.1. For the purposes of this Agreement, the Retailer shall be responsible for the sale of Protect4Less in the Territory unless stated otherwise.
- 6.2. The Retailer hereby agrees that Protect4Less shall provide the coverage and the same terms and conditions as per the terms and conditions applicable and enforceable for any and all components of Protect4Less.
- 6.3. All Plans issued pursuant to this Agreement shall be for the account of the Company on the terms and conditions and at the plan fees as per the terms and conditions applicable and enforceable for any and all components of Protect4Less hereto unless otherwise varied and such variations are agreed between the Parties. All Plans issued prior to the communication of the variation of Plan rates shall be honoured at the rates listed.

7. Termination.

- 7.1. If any of the Parties to this Agreement shall breach or be in default of any obligation hereunder and shall not remedy such default following receipt of a Notice of such default from the other Party, then this Agreement shall terminate with immediate effect notwithstanding the rights granted to either Party in this Agreement.
- 7.2. If any of the Parties to this Agreement suffers or incurs the appointment of a receiver or liquidator for its assets or a petition in bankruptcy or insolvency, then this Agreement shall be deemed to have been terminated with immediate effect upon the receipt of a Notice to this effect from the other Party.
- 7.3. In the event of termination of this Agreement under the provisions mentioned hereof:-
 - 7.3.1. The Parties agree to co-operate to arrange for appropriate settlement between the Parties on a fair and equitable basis, for payment of amounts due to each Party; and
 - 7.3.2. Such termination shall not affect the on-going contractual obligations of the Company in respect of the Plans for which full fees have been collected by the Company.

8. Compensation.

- 8.1. The Retailer hereby agrees to be compensated for its services pursuant to Clause 4.1 as per the terms enshrined in **Annexure A** to this Agreement.

9. Non-assignment.

- 9.1. This Agreement is personal to the Parties and shall not be assigned or transferred by either Party to any third party without the prior written consent of the other Party.

10. **Force majeure.**

10.1. Neither of the Parties hereto shall have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this Agreement resulting from acts beyond the control of that Party, including but not limited to acts of God, acts of regulations of any national or super-national government authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes or epidemics.

11. **Notices.**

11.1. Any notice referred to in this Agreement shall be sent by telefax and confirmed in writing by the notifying Party to the other at the latter's last known address.

11.1.1. Notice shall be deemed to have been given on the date of transmission of the telefax if before noon GMT or if after noon GMT, then on the next following day.

11.2. The address of each one of the Parties for the service of notices is shown at the beginning of this Agreement.

12. **Indemnity.**

12.1. The Retailer shall indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, the activities conducted by the Retailer under this Agreement.

13. **Amendments.**

13.1. Any amendments or alterations in this Agreement shall not be valid unless made in writing and signed by each of the Parties thereto.

14. **Severance.**

14.1. In the event that any provisions of this Agreement shall be void or unenforceable by reason of any provision of applicable law it shall be deleted by mutual consent and the remaining provisions hereof shall continue in full force and effect and, if necessary, be so amended as shall be necessary to give effect to the spirit of this Agreement so far as possible.

15. **Governing Law And Arbitration.**

15.1. This Agreement shall be governed by and construed in accordance with the laws of the territory of U.A.E.

15.2. The Parties hereby agree that, in the event of any dispute between the Partners pursuant to this Agreement, the Parties shall first seek to resolve the dispute through informal discussions.

15.3. In the event any dispute cannot be resolved informally within sixty (60) calendar and consecutive days, the Parties agree that the dispute will be negotiated between the Parties through conciliation.

15.4. All disputes connected with the formation, performance, Interpretation, nullification, termination or invalidation of this Agreement arising out or in connection with this Agreement or arising therefrom or related thereto in any manner whatsoever, on the failure of informal discussions, shall be referred to conciliation in accordance with the provisions set forth in the Rules of Commercial Conciliation and Arbitration of the Territory of U.A.E Chamber of Commerce and Industry. If the dispute is not settled by conciliation, it shall be referred to arbitration in accordance with the provisions set forth in the said rules.

15.4.1. The Parties shall appoint an arbitrator and in case they fail to reach an agreement, the arbitrator shall be appointed by the Laws of U.A.E First Instance Tribunal on request of the most diligent Party.

15.4.2. Arbitration seat shall be in the Territory of U.A.E and the law applicable to the procedure the matters in dispute shall be the laws of the Territory of U.A.E.

15.4.3. The arbitrator shall issue his award within one month following his acceptance of his function. In case the arbitrator deems appropriate to make an expertise, he shall issue his award within two weeks after the experts report. The arbitral award shall be final and insusceptible of any form of recourse.

15.4.4. All of the costs of such proceedings which are incurred by or on behalf of the arbitrator and any independent experts and advisers instructed by the arbitrator in connection with the arbitration including (but not limited to) all fees and expenses of the arbitrator himself shall be apportioned and paid by the Parties upon the basis of the apportionment of fault which

the arbitrator shall have indicated in his award and such of the Parties as is thus found to be at fault hereby undertakes irrevocably to indemnify the other of the Party fully and effectively forthwith upon demand against such costs.

16. Protect4Less Plan – Facilitation and Administration.

16.1. The Protect4Less Plans covering mechanical and electrical breakdown, Accidental Damage and Theft for consumer electronics, IT goods, mobile phones/smart phones, tabs etc. herein referred as 'IT & Mobility products', facilitated via Company in conjunction with entities designated, duly notified by Company, and as described in respective covers, applicable with mutual exclusivity depending on the Plan/plan sourced.

17. Notification of changes to the Terms and Conditions.

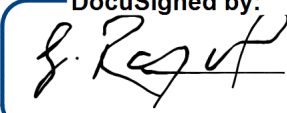

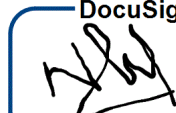
17.1. The Company retains the discretionary right to amend, modify or revise, partly or otherwise, the Terms and Conditions referred in Clause 6 of this Agreement.

17.2. In cases where such changes have been brought about per the terms mentioned in this provision, the Company shall, within reasonable time, notify the Retailer of such changes, alterations to the existing arrangement, in line with the Protect4Less Agreement, between the parties.

18. Plan coverage – Protect4Less Plan

18.1. For all intents and purpose, the meaning enshrined for the Protect4Less Plan shall be as per the specimen copy of terms and conditions provided at the time of execution of the Agreement and exclusions, as applicable.

IN WITNESS whereof, the Parties, hereto, have entered into this Agreement, the day and the year first above written.

SIGNED FOR AND ON BEHALF OF ZH Middle East DMCC FZE, U.A.E	SIGNED FOR AND ON BEHALF OF -
<p>DocuSigned by:</p>  <p>2E38208669F44A3...</p> <p>Sales Team -</p> <p>DocuSigned by:</p>  <p>C066D06C5BD84BF...</p> <p>Co- Founder -</p>	<p>DocuSigned by:</p>  <p>50315FF306CD4F2...</p> <p>Authorized Signatory -</p>

Annexure A
Compensation

A. The Company shall pay the Retailer a Commission on each and every plan the customer subscribes to and for the duration of time the customer is subscribed to the plan per the terms enshrined herein.

- 1) For Monthly subscription plans: 20% of the Subscription Plan fees. (For every Month the plan active and customers are paying the subscription due)
- 2) For Yearly Subscription Plan or any other period that the company introduces in future: 20% of the subscription Plan fees. (For every Year the plan is active and customers are paying the subscription due)

B. It is hereby agreed that the commission terms prescribed herein in the Clause A shall be applicable on the plan price.

C. It is hereby agreed that monthly reports would be provided to the Retailer after every calendar month, showing the subscription plans sold, subscription amount collected and the total commission amount due.

- a. If the total commission amount that is due is more than USD 100, then it will be paid and settled within the next 15 days from the calendar month. If the total commission amount due is less than USD 100, then it will be carried forward to next month's report. Sample report:

Month	Total Subscription Sales (Count)	Total Subscription Renewals (Count)	Total Subscription Received (AED)
May'20	1000	0	27720
June'20	1000	1000	55440
July'20	1000	2000	82320

Total Commission (AED)	Previous Commission Paid (AED)	Previous Commission Paid (DATE)
6930	3465	14-May-2020
13860	6930	12-Jun-2020
20580	13860	15-Jul-2020

- b. For all intents and purposes, the compensation plan may be subject to variation per the discretion, vide written notice, of Protect4Less and the Supplier.
- c. Protect4Less and the Supplier hereby reserve and retain the right to change the commission structure to the Retailer vide a notice period of thirty (30) days. The change will be applicable only to the memberships sold from that point on and will not be applicable to all previously acquired members.

D. If the Retailer is entering into this Agreement with the Company through a Reseller with whom the Company already has a Reseller Agreement, the commission proceeds will be transferred by the Company to the said Reseller, who will be liable to transfer the commission payable to the Retailer within reasonable time after setting off 2% as Reseller commission. Eg: If commission payable to Retailer is 20%, then Reseller will be liable to set off 2% as his commission from the collected Retailer commission, and transfer the balance 18% commission to the Retailer.

E. The Commission calculations will be based on the Customer Price.

- a. For all intents and purposes, 'Customer Price' shall mean the price accorded to the customers.