

Business Partner acknowledges that the Agreement relies on their good reputation, management, and manufacturer's practices. Any changes in personnel, business structure, or manufacturer's practices must be promptly communicated to the Company.

#### 17. CONSEQUENCES OF TERMINATION

The expiry or termination of the Agreement for any reason shall be without prejudice to any rights or obligations which may have occurred prior to the date thereof.

#### 18. PARTIAL INVALIDITY

If any one or more of the phrases, sentences, clauses, or paragraphs contained in the Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court, the Agreement shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted in the Agreement or as if their scope is reduced to the extent required by any such final and unappealable order, decree or judgment of any court, as applicable.

#### 19. RESERVATION OF RIGHTS & REMEDIES

All rights and licenses not specifically and expressly granted by the Parties to each other hereunder are for all purposes reserved to each of the Parties. The Company may exercise any of its right under the Applicable Law for the specific enforcement of the Business Partner's obligations in addition to or as an alternative to seeking penalties and/or terminating the Agreement for breach of the provisions hereof.

#### 20. ENTIRE AGREEMENT

The Agreement together with other agreements signed by the Parties expressly stated to be supplementary hereto and together with any instruments to be executed and delivered pursuant to the Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings negotiations and discussions, whether oral or written, of which they form an integral part. No supplement, modification, waiver or termination of this Agreement shall be binding unless execution in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

#### 21. ASSIGNMENT

It is agreed that the Business Partner shall not assign its rights or obligations under the Agreement without the prior written consent of the Company. The Company may assign the Agreement or any part thereof to any third party without the consent of the Business Partner.

#### 22. WAIVERS

No delay, waiver, omission, or forbearance on the part of the Company to exercise any right, option, duty, or power arising out of any breach or default by the Business Partner under any of the terms, provisions, covenants, or conditions hereof, shall constitute a waiver by the Company to enforce any such right, option, duty, or power as against the Business Partner, or as to any subsequent breach or default by the Business Partner.

#### 23. GOVERNING LAW

The Agreement and the obligations of the Parties shall be governed and construed in accordance with the Applicable Laws and the Parties hereby agree to submit to the exclusive jurisdiction of the Courts of the relevant Territory.

#### 24. NOTICES

Any notice required or permitted by the Agreement to be given by either Party to the other shall be addressed at the addresses hereinabove mentioned or at such other addresses as the Parties may from time to time designate in writing to the other. Any notice to be served on either of the Parties by the other may be sent by prepaid recorded delivery, registered post, or by fax or electronic mail (with confirmation request) and shall be deemed to have been received by the addressee two days after posting or on the same day after being sent by electronic mail of the addressee.

#### 25. HEADINGS

The headings contained herein are for reference purpose only and do not form a part hereof and shall not be deemed to alter or affect the meaning of any of the provisions hereof.

#### 26. TAX

26.1. The Business Partner shall bear and shall pay any and all liabilities or claims for any taxes except VAT, or any other governmental charges which any governmental authority claiming jurisdiction over the agreement or the area of operations hereunder may impose, assess or levy against Business Partner on account of or resulting from Business Partner's execution of or performance under the Agreement.

26.2. The Business Partner shall defend and indemnify the Company against liabilities or claims for taxes which are obligations of Business Partner and are assessed by and paid to any taxing authority by the Company in connection with the Business Partner's operations under this agreement. Such indemnification shall include interest and penalties only if the interest and penalties are assessed and paid as a result of incorrect or inaccurate information supplied by the Business Partner to the Company.

26.3. The Company, in the event that it is so required by law, shall withhold any tax or governmental charge imposed, levied, or assessed on account of the Business Partner's operations pursuant to the Agreement.

26.4. The Business Partner shall provide valid invoices to the Company according to local tax regulations, shall provide proof of tax registration, shall provide within 3 days upon request all necessary credit note/documents. If the Business Partner fails to provide valid invoices / credit notes or provided invoices / credit notes does not meet the requirements of local tax regulations, the Company will have right to recover compensation and hold payments to the Business Partner.

26.5. The Business Partner shall register to the Federal Tax Authorities. If the Business Partner fails to register, the Company has a right to hold ordering and payment till the Business Partner provides proof of registration.

26.6. The Company shall not be responsible for any increase in the Business Partner's cost in the event of any changes in the taxation laws, decrees, ruling, practices or regulations of the host country or any changes in the interpretation of the same made, published or become effective after the date of the Agreement.

26.7. The fees charged by the Company to the Business Partner shall be exclusive of VAT or any other applicable taxes in the UAE or any other country. With regard to such fees charged by the Company to Business Partner, the Company shall raise periodic tax invoice basis the confirmation received from the Business Partner.

26.8. Business Partner shall provide item listing along with international barcode and HS code for all excisable Products (i.e. all Products subject to excise tax) within 1 week of signing this Agreement. Any charges or losses arising out of the Business Partner's incorrect declaration in relation to the excisable Products will be borne in full by the Business Partner.

#### 27. CONFIDENTIALITY.

27.1 All information of whatever nature (whether oral, written, or in any other form, and whether or not designated as confidential) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind including but not limited to maps, designs, drawings, sketches, schemes, schematics, designs, specifications, bills of quantities, advertising conceptions, marketing plans, or the like, whether in the form of hard copy documents, or soft copies, all of which shall hereinafter be referred collectively and individually, as "Confidential Information". All Confidential Information which is disclosed to the Business Partner or to its employees, advisers or representatives shall be held in complete confidence by the Business Partner as described above.

27.2 The Business Partner, on its absolute responsibility, shall take steps to prevent the unauthorized use, disclosure, reproduction, or publication of the Confidential Information.

27.3 The obligation to maintain the confidentiality of Confidential Information shall continue to apply for a period of three (3) years from the date of termination of this Agreement for whatsoever reason (the "Undertaking"). However, this Undertaking does not apply to Confidential Information that is: (i) generally available to third parties (unless available as a result of breach of this Undertaking); or (ii) lawfully (as evidenced in writing) in the possession of the Business Partner and was not acquired directly or indirectly from the First Party or any of its employees, officers, shareholders or representatives, or (iii) required to be disclosed to any official body under any applicable law, in which case the Business Partner will, to the extent that it is lawfully able, immediately notify the Company of such proceedings or action in writing and will take all available steps to resist or avoid such proceeding or action, and will keep the Company fully and promptly informed of all matters and developments relating thereto. If the Business Partner is obliged to disclose Confidential Information to any third party, then it will disclose only minimum amount of information consistent with satisfying its such obligation of disclosure. Furthermore, the Business Partner will give prior written notice of the information it proposes to disclose, the notice containing a copy of the proposed disclosure and confirmation that its legal advisers opinion is that such disclosure is required, and will give the Company an opportunity to discuss the relevant notice prior to any disclosure.

27.4 If any proceedings are commenced or action taken which could result in the Business Partner or its advisers or representatives becoming compelled to disclose Confidential Information, the Business Partner will, to the extent that it is lawfully able, immediately notify the First Party of such proceedings or action in writing and will take all available steps to resist or avoid such proceeding or action, including all steps that may reasonably be requested by the other party hereto and keep each other fully and promptly informed of all matters and developments relating thereto. If the Business Partner is obliged to disclose Confidential Information to any third party, then it will disclose only minimum amount of information consistent with satisfying such obligation of disclosure.

Furthermore, the Business Partner will give prior written notice of the information it proposes to disclose, the notice containing a copy of the proposed disclosure and confirmation that its legal advisers opinion is that such disclosure is required, and will give the Company an opportunity to discuss the relevant notice prior to any disclosure.

27.5 The Business Partner and its advisers and representatives will, within seven days upon receipt of a written demand from the Company hereto:

(i) return to the Company all Confidential Information (and all and any copies thereof or of any part thereof); and

(ii) expunge all Confidential Information from any computer or other similar device into which it was entered by it or on its behalf, by its advisers, representatives and/or employees.

(iii) destroy all notes, reports, analysis or records of the Confidential Information including material created by the Business Partner or on its behalf or by its advisers, employees or representatives or on their behalf.

The Company: \_\_\_\_\_

Majid Al Futtaim Hypermarkets LLC \_\_\_\_\_

The Business Partner: \_\_\_\_\_

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RETAIL, PO Box 22340, Doha, Qatar.

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