

LOCAL SUPPLY AGREEMENT

Agreement Reference: DEPARTMENT/OPSS/2025/0027

This Agreement (hereinafter referred to as the "Agreement") is made on [01/01/2025] and between:

1-Al Meera Consumer Goods Company (Q.S.C) of P.O. Box No 3371, Doha, Qatar C.R-29969).

2-Qatar Markets company W.L.L. of P.O. Box No 3371, Doha, Qatar, CR-25178.

3-Maar Trading and Servicing Company W.L.L of P.O. Box No 3371, Doha, Qatar C.R-127593).

All companies are collectively, jointly and severally hereinafter referred to as the "Buyer" of the one part, And

[DANDY COMPANY] P.O. Box No 2239 Doha, Qatar C.R- 4189 Tel No. 44603600 Fax:, Location: at INDUSTRIAL AREA area street No. 2 Zone No. 57 Building No. 160.

(Hereinafter referred to as the "Supplier") of the other part

WHEREAS the Buyer is the owner and operator of Al Meera, QMC and Maar stores (hereinafter referred to as the "Stores") and whereas each of the above Stores wish to make periodic purchases of goods and merchandise of various description (hereinafter referred to as the "Products") from reputable suppliers for display and sale at the Stores and the Supplier carries on business of the sale of the Products and is duly licensed, competent, able and willing to supply the Products to the Stores according to the provisions hereof and on the terms and conditions stipulated in the Special Terms, the Local Purchase Order, the Receiving Control List (or the Local Purchase Order whichever is applicable) and the Standard Terms all of which are attached hereto.

DOCUMENTS:

Commercial Terms (ANNEX 1)

STANDARD SUPPLY TERMS AND CONDITIONS (ANNEX 2)

DEFINITION

In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Terms and Conditions

1. UNDERTAKING TO SUPPLY

The Supplier undertakes to supply to the Stores or warehouses, the Al Meera selected range of the Products periodically ordered by the Store/Branch/Warehouse under Local Purchase Orders in accordance with the terms thereof and as per the terms and conditions set out in the Standard Terms and the Special Terms. This Agreement is not a binding commitment by the Buyer or its Stores to purchase any Products but is a record of the terms and conditions that would apply to Buyer, if and when purchases are made by any of the Stores.

2. PURPOSE OF THIS AGREEMENT

This Agreement is entered into by the Supplier and the Buyer with a limited purpose of securing uniform terms and conditions that will govern individual purchase transactions initiated, concluded and paid for by each Store at their sole and absolute discretion.

3. PAYMENT

The Buyer will make payment for the supply of the Products in accordance with the Standard Terms and the Special Terms (if any).

4. DURATION OF THE AGREEMENT

The Agreement shall be for a Term of **1year(s)** from **01/01/2025 till 31/12/2025** and shall be automatically renewed for the same latest agreed period, with the same terms, unless either party terminate the Agreement at any time by send a written notice to the other, at least sixty (60) days before."

5. INCORPORATION

Each individual Purchase Order, the Receiving Control List, the Standard Terms and the Special Terms shall all be read as and form an integral part of the Agreement. Reference to the Agreement shall include a reference to all the said documents. The several parts of this Agreement shall have the following order of priority for resolving any inconsistent text: this Agreement, the Special Terms, and Receiving Control List (or the Local Purchase Order whichever is applicable), Standard Terms.

IN WITNESS WHEREOF the parties have signed the Agreement on the date hereof.

For and on behalf of Buyer

Name:

Title:

Signature:

Date:

For and on behalf of Supplier

Name:

Title:

Signature:

Date:

ANNEX 1

SPECIAL TERMS

COMMERCIAL TERMS – 2025

| | | |
|----------------|--------------------------|----------------------|
| SUPPLIER NAME: | DANDY COMPANY OPSS DAIRY | |
| BRAND: | SUPPLIER CODE: TLL00784 | CATEGORY: OPSS DAIRY |
| BRAND: | SUPPLIER CODE: | CATEGORY: |
| BRAND | SUPPLIER CODE: | CATEGORY |

SECTION A – FIXED REBATES*

| Name of Agreement | % | Base Target | Starting Date | Ending Date |
|-------------------|---|-------------|---------------|-------------|
| Fixed Rebates | 10.00 % | | 01/01/2025 | 31/12/2025 |
| Method of payment | Monthly Credit Note immediately deducted from payment | | | |

*The fixed rebates % will be the achieved % for all Purchases of 2025

SECTION B – PROGRESSIVE REBATES*

| Description | Slab 1 | Slab 2 | Slab 3 | Slab 4 |
|------------------|--|--------|--------|--------|
| Turnover | | | | |
| Rebate % | % | % | % | % |
| Method of Deduct | When earned By Credit Note immediately deducted from payment | | | |

*Sales Target Achievement Fees are linked to the service level of the Supplier. If this service level is below 80%, the Sales target achievement Slabs will be re-calculated accordingly.

*If supplier loses some brands or some important references during the year, even if it is temporarily then sales Target achievement Fees will be revised according to the turnover missed.

SECTION C- RANGE MANAGEMENT & NEW PRODUCTS

| Description | % | Value | Details | Deductible |
|-------------------------------|---|-------|---------|------------|
| Sales Out Data | | | | Monthly |
| Category Development | | | | Monthly |
| New Products | | | Per SKU | Debit Note |
| Permanent Cross Merchandising | | | | Monthly |

*For any NEW product or NEW Brand done in 2025, once listed the product will be monitored for a period of 60 to 100 days depending upon the category it is listed in. if the new products/brand are slow moving or its performance is not up to the category performance, Al Meera has the right accordingly to delist the same product with immediate effect.

*For any existing product or existing Brand, is monitored depending upon the category it is listed in. existing product/brand are slow moving or its performance for the last three months from the day of inspection is not up to the category performance, Al Meera has the right accordingly to delist the same product with immediate effect.

*For ANY RANGE EXTENSIONS of existing Brands, the "One in One Out" Rule will apply, no NEW Product will be listed without a discontinued Product to be actioned.



**SECTION D- PROMOTIONAL ACTIVITIES / DISPLAYS (Gondola Fee / Display fees / Sampling fees)**

| Description | % | Value | Details | Deductible |
|---------------------------|---|-------|---------|------------|
| Promo Cross Merchandising | | | | Monthly |
| Permanent Displays | | | | Monthly |
| Merchandise Fee | | | | Monthly |
| Promotion Fee | | | | Monthly |

*Promotional Offers and buying price will be negotiated separately from Regular Purchases, will be negotiated at Head office Level, for local or National Promotion.

*A penalty of ~~5,000QAR~~ per store will be paid by the Supplier for failure to supply Products which were agreed to be supplied for nationally advertised promotions and for which Local Purchase Order has been placed.

Promotional Display Fees will be negotiated and agreed by Commercial Department, Standard Pricing is 3,000QAR for Gondola End, 5,000QAR Pallet Floor Display per Cycle Per Branch, Sampling fees will be 300QAR per day per Branch

SECTION E- ADVERTISING FEES

| Description | % | Value | Details | Deductible |
|-----------------|---|-------|---------|------------|
| Advertising Fee | | | | Monthly |

SECTION F- GROUP SUPPLIER FEES - (Gondola Fee / Display fees / Sampling fees)

| Description | % | Value | Details | Deductible |
|--------------|---|-------|---------|------------|
| Ramadan | | | | |
| BTS | | | | |
| Beauty | | | | |
| Anniversary | | | | |
| National Day | | | | |

SECTION G- SPECIAL AGREEMENT

| Description | % | Value | Details | Deductible |
|--------------------|---|-------|---------|------------|
| Collaborative Fees | | | | Monthly |
| Market Share Fees | | | | Monthly |

SECTION H- LOGISTICS FEES

| Description | % | Value | Details | Deductible |
|--------------|---|-------|---------|------------|
| Logistic Fee | | | | Monthly |

*Any Products Transiting through Al Meera warehouse will be charged a min. of 10% for regular items by Finance and negotiated case by case for promotion through Debit Note.

SECTION I- LOYALTY FEES

| Description | % | Value | Details | Deductible |
|------------------|---|-------|---------|------------|
| Al Meera Rewards | | | | Monthly |

SECTION J- DIGITAL FEES

| Description | % | Value | Details | Deductible |
|-------------------------|---|-------|---------|------------|
| Digital | | | | Monthly |
| E-Commerce Monetization | | | | Debit Note |



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