

You acknowledge that HalalKart will act as a "wakeel" and authorise HalalKart to collect the payment on behalf with imposition of fee as per listed in this document. Halalkart reserves the right to notify you from time to time of changes to the terms and conditions of this Agreement.

By entering into this Marketplace Agreement ("**Agreement**") you ("**Seller**", "**you**", "**your**") represent that you are an adult of at least 18 years of age, capable of validly entering into agreements and performing your obligations hereunder. BY REGISTERING FOR AND USING THE SERVICES, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, AND ALL POLICIES OF THE PLATFORM ARE INCORPORATED BY REFERENCE.

Overview

1. HalalKart Services to You;

HalalKart offers you general services consisting of:

- the listing of your products;
- customer services (for a limited time);
- order verification and payment processing; and
- delivery coordination,

and other additional services that you may request and that we may offer you. For more information see Section 2 and 6 of the Terms.

2. Products You Can Sell

You can sell goods that are legally permitted to be sold and that comply with our Policies. Since the goods are sold by you, you are responsible for all product warranties, defects, etc. as if you had sold the goods directly to Halalkart platform users or Customers.

For more information see Section 4 of the Terms.

3. Fulfilment

Depending on the mode of fulfilment, orders must be ready for collection by our delivery partners within 24 hours of the order being notified to you, or as set out in the Policies.

For more information see Annex 4.

4. Payment

Halalkart will remit or settle to your bank account the sales proceeds after deducting Fees due and payable to Halalkart for offering the Services to you.

5. Your Obligations

When listing your goods, you must ensure that you have the right to use the advertising materials (photos, text, etc.) you upload on our site.

After shipping your products, you are responsible for returns and product warranties.

For more information see Sections 4, 9 and 11 of the Terms and Annex 3.

6. How To End Our Relationship

You may end your seller relationship with Halalkart at any time and without penalty by providing us 30 days' written notice of your intention to discontinue the use of our services.

For more information see Section 12 of the Terms.

7. Dispute Resolution

This Agreement is governed by the Laws.

Where we are in disagreement regarding any matter, we will first try to find an amicable solution to our disagreement. If this fails, either party may refer the matter to arbitration.

For more information see Annex 2.

Terms and Conditions

1. Acceptance

A. Any person who wants to access the Platform and use the Services to sell Goods must accept the terms and conditions of this Agreement ("**Terms**") without change.

B. Halalkart reserves the right to change at any time and in its sole discretion any of the terms and conditions contained in these Terms, the Schedules and Annexes, and any fees, procedures, Policies governing the Services, the Platform or Seller Center. These changes will take effect seven (7) days from notification by notice to Seller or posting on the Platform, Seller Center or otherwise. Changes to fees and Policies may be posted without notice. Seller is responsible for reviewing notices and Policies. Seller's continued use of the Services, the Platform and/or Seller Center following the changes taking effect will constitute Seller's acceptance of such changes and if Seller does not agree to any changes to these Terms or to the Policies, Seller must discontinue the use of the Services, the Platform and Seller Center (except to the extent required herein) and the Agreement will be terminated. For the avoidance of doubt, newer versions of the Terms and/or Schedule(s) supersede older versions.

C. Use of the Services, the Platform and Seller Center is limited to parties that can enter into and form contracts under applicable law. You represent and warrant that: i) you are an adult of at least 18 years of age capable of validly entering into the Agreement and performing your obligations hereunder; ii) where you are a business, that a) you are, and will remain at all times, a business duly organized, registered, validly existing and in good standing under the laws of the country in which the business is registered; b) you have all requisite right, power and authority to enter into the Agreement and perform your obligations hereunder; and c) any information provided or made available by you or your Affiliates is at all times accurate and complete. You further represent and warrant that you and any person or entity that has a financial interest in your business, or any person or entity you are acting on behalf of: a) has no affiliation with any Halalkart employee which may result in a potential or actual conflict of interest; b) has not been barred or otherwise prevented from selling on Halalkart; or c) has not been involved in any lawsuit or claim that has a bearing on the Agreement.

2. Services - Fees

A. Halalkart provides a platform for third-party sellers and buyers to complete transactions. Except as set out in the Agreement, Halalkart is represented as a wakeel in the actual transaction between Seller and Customers. As owner or provider of the Goods and vendor thereof, it is up to Seller to, among others, ensure the sale is legally authorised, accurately describe the Goods, package, ship, insure, warrant and fulfill all other sale and after sale obligations applicable by law or by trade. Seller uses the Services, the Platform and Seller Center, at its own risk.

B. Seller authorizes Halalkart to act as its exclusive payment wakeel for the purpose of: i) collecting the Sales Proceeds and in general any sums due or owing under the Agreement and holding the same; ii) processing customer payments, refunds and adjustments; (iii) remitting the Payment; and iv) paying to Halalkart, to Halalkart Affiliates and to third parties (including Customers) any amounts Seller owes to them. As a payment wakeel, Halalkart will have no responsibility with respect to the legality of transactions occurring between Seller and Customers and Seller undertakes that all transactions are in compliance with the Laws (including anti money-laundering regulations).

C. The Services ("**Services**") provided by Halalkart under the Agreement are classified as: (a) General Services ("**General Services**") consisting in: i) the listing and publishing of Content Materials regarding the Goods on the Platform; ii) limited Customer care services; iii) Order verification; iv) management of deliveries and returns; v) collection, reconciliation and execution of all Sales Proceeds as payment wakeel for Seller; and vi) other services ancillary to the Services; and

(b) if applicable, Additional Services that may be provided to Seller by Halalkart or by third parties.

D. In consideration of the provision of Services, Halalkart will be entitled to charge and invoice Seller the Fee.

E. Seller agrees that Customers satisfy their obligations to Seller as regards the Customer Agreement when Halalkart receives the Sales Proceeds. Halalkart's obligation to remit funds received by it on Seller's behalf is limited to the Payment.

F. Halalkart will provide to Seller information in relation to each Order as necessary under the Agreement.

G. Halalkart will provide support services to Seller by way of coordinating and answering Customer enquiries and processing returns as provided in the Policies.

H. Sellers agrees that Halalkart may provide Seller with electronic documents such as tax invoice, receipt, credit note, debit note, or any other document Halalkart may issue in compliance with the Laws.

3. Sales Proceeds - Payment

A. Sales Proceeds will represent an unsecured claim against Halalkart. Halalkart may combine Sales Proceeds and Payments with the funds of other users of its services. For the avoidance of doubt, Seller will not receive interest or any other earnings on Sales Proceeds or Payments.

B. Unless otherwise agreed in writing, Payments will be made by Halalkart to Seller in accordance with Schedule A.

C. Halalkart may delay, suspend or cancel any Payment in case Seller breaches any term of the Agreement or Customer Agreement and any Payment made to Seller will not in any way be considered as a waiver of Halalkart's rights.

D. If Halalkart concludes that Seller's actions and/or performance in connection with the Agreement or the Customer Agreement are likely to result, or have resulted, in Customer disputes, Disputes, chargebacks or other third party claims, or if there are any sums owed by Seller to Halalkart, then Halalkart may, at its sole discretion, withhold any Payment for the longer of: i) the Minimum Suspension Period; ii) the completion of any investigation regarding Seller's actions or performance; or iii) the resolution of any Dispute.

E. Halalkart reserves the right to impose limits on Order or transaction values, on Customers or on Seller and will not be liable if: i) Halalkart does not proceed with an Order that would exceed said limit; or ii) Halalkart allows a Customer to cancel an Order because the Platform or the Goods are unavailable following the commencement of a transaction.

F. Without prejudice to any other rights and remedies which Halalkart has against Seller, if any sums payable by Seller to Halalkart under the provisions of the Agreement will become due and be unpaid, Seller will pay to Halalkart the Late Payment Interest.

G. To the extent required by the Laws, Halalkart will be entitled to withhold any and all taxes, duties, fees and other charges in connection with any Order, Payment or otherwise under the Agreement or the Customer Agreement. If Halalkart is required under the Laws or the law of any jurisdiction to deduct or withhold any sum as taxes imposed on or in respect of any amount due or payable to Seller, Halalkart will make such deduction or withholding as required and the amount payable to Seller will be reduced by any such amount necessary. Halalkart will provide Seller a certificate or any similar document proving that amounts deducted refer to withholding taxes applicable to Seller.

H. Any enquiry or dispute about any Payment will be made by in compliance with the claims/dispute process/policy of Halalkart, which may be changed from time to time. Notwithstanding which any such enquiry or dispute will be received by Halalkart on or before the expiration of one hundred and twenty (120) days after the Order date, failing which, Seller waives the right to dispute such Payment. A. **General Undertakings:** By using the Services, Seller undertakes, represents and warrants that it will:

4. Seller Undertakings

- (a) comply with all applicable laws, treaties, ordinances, codes and regulations;
- (b) comply with all Policies;
- (c) be responsible and pay all taxes, duties, fees and other charges arising out of or associated with the Order, the Payment or in any other way owed by Seller under the Agreement or the Customer Agreement
- (d) will issue a valid invoice to the Customer, if required by the Laws.
- (e) obtain all necessary rights, licences, permits or approvals required for the offer, advertising and sale of the Goods on or through the Platform prior to their listing and will provide, as such time as Halalkart may so request, copies of these documents to Halalkart;
- (f) ensure that any information provided under this Agreement, including for the listing (including the Content Materials) of the Goods, is accurate, current, and complete and is not misleading or otherwise deceptive;
- (g) fulfil all Orders for Goods at their stated quantity and price to Customers who meet Halalkart's eligibility conditions;
- (h) contract appropriate insurance covering its obligations thereunder and the Goods regardless of the fulfilment model chosen;
- (i) provide, in the format and at such times as Halalkart may require, accurate, updated and complete information about the availability status, stock level and Listing Price of the Goods;
- (j) ensure that the Listing Price for any Good offered to Customers will not exceed the price offered by Seller outside the Platform for the same product in like or lesser quantities under similar terms and conditions and, where a lower price is so offered, ensure that the Goods benefit from that lower price;
- (k) give Halalkart written notice of any requirement or provision of any contract that may conflict with any requirement or provision of the Agreement; and
- (l) ensure that any person filling-in or signing any document, operating the Seller Center account, or handling the Goods and Products, on behalf of Seller (other than a Halalkart employee, contractor or agent, or a third party specifically mandated by Halalkart) has full power and authority to do so on behalf of Seller. Seller may not dispute the actions of such person insofar as they are in apparent compliance with the Agreement.

B. Negative Covenants: Seller further undertakes, represents and warrants that it will not, directly or indirectly:

- (a) infringe on any Intellectual Property Rights;
- (b) post or display any materials that exploits or otherwise exploits persons under the age of eighteen (18) years or display pornographic materials of any kind;
- (c) post or display any political or religious content;
- (d) post or disclose any personally identifying information or private information about minors or any third parties without their consent or the parent's or guardian's consent;
- (e) post any content that advocates, promotes, or otherwise encourages violence against any governments, organizations, groups or individuals or activities that leads to cruelty towards animal;
- (f) conduct activities such as gambling, sweepstakes, raffles and lotteries or participate in any activities related to so-called pyramid or Ponzi schemes, or any other illegal, immoral or antisocial activities;
- (g) use the Platform or the Services to purchase items sold on the Platform for commercial use or for use on behalf of a third party;
- (h) use, or access, input or upload on, the Platform and/or Seller Center any material that is not directly connected with the Goods, or permit the use of Seller's account or offer "free space" on or other access to the account or the Platform to third parties;
- (i) access content and information that concerns any party other than Seller, transmit unsolicited commercial or bulk email, interfere with the proper working of the Platform or Seller Center, transmit any viruses, Trojan horses or other harmful code, or attempt to bypass any mechanism used to detect or prevent such activities;
- (j) create liability for Halalkart (and its Affiliates, directors, employees, contractors, agents, subcontractors, etc.) or expose it to undue risk or otherwise engage in activities that Halalkart, in its sole discretion, determines to be harmful to Halalkart's operations, reputation, or goodwill;
- (k) contact any Customer and will not enter into any direct arrangements with the Customer for the offer of Goods or other products or services, except where notified or permitted by Halalkart to do so for the purposes of fulfilling a Customer Agreement;
- (l) enrol or offer to enrol Customers in any scheme or program other than as strictly required for warranty purposes;
- (m) open multiple shops on the Platform without Halalkart's prior approval; and
- (n) duplicate stock keeping units on the Platform.

C. Undertakings in relation to Goods: Seller undertakes, represents and warrants that:

- (a) the Goods are of merchantable quality, fit for their purpose, free from defects, and strictly conform to their listed specifications;
- (b) the Goods and their offer for sale are not prohibited and comply with the Laws (including all minimum age, marking and labelling requirements, product warranties, specifications and performance criteria, etc.) and conform with Policies, including prohibited and restricted items;
- (c) it has full unencumbered title in the Goods and in any materials incorporated in the Goods and all the Goods are supplied free of all liens, charges or other security interests;
- (d) it will provide the Goods and Products with all legally required documentation (including warranty card, warranty information and invoice) and update the same when legally required;
- (e) it will provide Halalkart and/or Customer any document pertaining to the sale of the Goods or Customer Agreement (including sales invoice and tax invoice), as may be requested by Halalkart and/or Customer;
- (f) it will not, directly or indirectly, sell Inadequate Products, or expired (or soon to be expired) Products; and
- (g) it will not, directly or indirectly, sell counterfeit, "replica" and name brand "knock off" products or products violating any Intellectual Property Rights.

D. Seller undertakes and warrants that all its representations, warranties and undertakings in the Agreement will be fulfilled and will remain true and correct at all times and will subsist for so long as necessary to give effect to each and every of them in accordance with the Terms, provided that and in the event of any of them becoming or unfulfilled, untrue or incorrect, Seller will promptly inform Halalkart of the same and rectify the situation.

5. Halalkart Rights

- A. Notwithstanding any provision in these Terms, Halalkart will have the right, in its sole discretion, to delay or suspend listing of, or to refuse to list, or to de-list, or to require Seller not to list, any or all Goods that the Seller makes available to be listed for sale through the Platform or be subject to Sales Traffic Activities, if any, provided by Halalkart, or to deactivate the seller account/s of the Seller.
- B. Halalkart may in its sole discretion withhold for investigation and/or refuse to process any Order. Halalkart may use the services of one or more third party processors or financial institutions or such other service providers in connection with the Services.
- C. The prices indicated in the Order will not be subject to any variations and, unless otherwise agreed in writing, will include fulfilment costs (e.g., packaging, storing or delivery costs) according to the Fulfilment Model. Halalkart reserves the right to reject any particular form of Order or payment for the Goods, and not to honour or accept any discounts, coupons, gift certificates, or other offers or incentives made available by Seller.
- D. Halalkart may in its sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or cancel any Order. Seller will stop and/or cancel orders of Goods if so asked by Halalkart (provided that Seller has transferred the Goods to the applicable carrier or shipper, Seller will use commercially reasonable efforts to stop and/or cancel delivery by such carrier or shipper). Where Seller has already received Payment, Seller will refund any Customer that has been charged for an Order that Halalkart has stopped or cancelled.
- E. Halalkart (directly or through a third party) will bear the risk of credit card fraud (e.g. fraudulent purchases arising from the theft or unauthorized use of a Customer's credit card information) occurring in connection with the Order, except with respect to: i) Orders that Seller does not fulfil in accordance with the Order information, or ii) any fraud directly or indirectly linked with Seller. Seller will bear all other risk of fraud or loss. Seller

will promptly inform Halalkart of any changes to the nature or specifications of the Goods or any pattern or behavior of fraudulent or other improper activity with respect to any of the Goods that may result in a suspicion or higher incidence of fraud or other impropriety associated with transactions involving the Goods.

F. Halalkart may subject the Goods or Seller to Sales Traffic Activities, use mechanisms that rate, or allow Customers to rate or review the Goods and/or Seller's performance as a seller and Halalkart may make these ratings and reviews publicly available.

7. Confidential Information

A. The recipient of any Confidential Information will not disclose that Confidential Information, except to Affiliates, employees, and/or agents who need to know it and who have agreed in writing to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights and fulfil obligations under the Agreement and keep the Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving the discloser reasonable notice and the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.

B. Save for any copy required to be kept by the recipient of the Confidential Information for legal or regulatory reasons, the recipient will, at any time upon request from the discloser or upon the end of any relationship between the Parties, at the discloser's option either: (i) return to the discloser all Confidential Information in its possession or control together with all information and documentation containing, comprising or relating in any way to the Confidential Information, and certify that all copies of the Confidential Information have been so returned; and/or (ii) destroy all Confidential Information in its possession or control together with all information and documentation containing, comprising or relating in any way to the Confidential Information, and certify that the Confidential Information has been destroyed.

C. The rights and obligations of the Parties under this Section will survive the termination of the Agreement.

8. Personal Data

A. Seller undertakes, represents and warrants that it will use and process Personal Data: i) only for the purpose of the execution of the Agreement or Customer Agreement and not disclose it to third parties; ii) in accordance with the requirements under the applicable personal data protection law; and iii) in such manner that ensures Halalkart remains in compliance with the requirement under the applicable personal data protection laws. Seller further warrants that it does implement sufficient security measures to ensure that the Personal Data are securely kept and maintained as required by the applicable personal data protection law and agrees to subject itself to the necessary audits undertaken by Halalkart to ensure compliance of the above warranties and to immediately inform Halalkart of any Personal Data incident it becomes aware of.

B. Seller agrees to indemnify and hold harmless Halalkart and each of its respective officers, employees, directors and agents from, and at Halalkart's option defend against, any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defences, judgements, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including third party claims, reasonable attorney's fees, consultants' fees, experts' fees and other costs of litigation) ("**Personal Data Claims**"), to the extent such Personal Data Claims arise from or may be in any way attributable to: i) any violation of the Agreement or the Customer Agreement by Seller; ii) the negligence, gross negligence, bad faith or intentional or wilful misconduct of Seller or its subcontractors (whether or not approved by Halalkart); or iii) any security incident for which Seller is directly or indirectly responsible.

9. Content Material, Industrial and Intellectual Property Rights

A. Seller represents and warrants to Halalkart that it is the owner or has lawful rights with respect to the use of Intellectual Property Rights concerning the Goods and the Content Materials and that it is not aware of any claims made by any third party with regard to any alleged or actual Intellectual Property Right infringement or other claim, demand or action resulting from the Content Material, advertising, publishing, promotion, manufacture, sale, distribution or use of the Goods.

B. Seller undertakes, represents and warrants that:

(a) the Content Materials are not prohibited and comply with the Laws (including all minimum age, marking and labelling requirements, product warranties, specifications and performance criteria, etc.) and conform with the Policies as posted on the Platform or Seller Centre;

(b) it will provide accurate and up to date Content Materials. The Content Materials must include all text, disclaimers, warnings, notices, labels or other indications required by law to be displayed in connection with the offer, merchandising, advertising or sale of the Goods and may not contain any sexually explicit (except as expressly permitted in written by Halalkart or allowed under applicable Laws), defamatory or obscene materials;

(c) it will not directly or indirectly include in the Content Materials, in the product listing of the Goods, or with the Goods or the Products, any terms and conditions of sale (or of provision of service) other than those agreed under the Agreement or any Seller or third-party marketing materials; and

(d) it will not provide any Content Materials, or seek to list for sale on the Platform any Goods, or provide any uniform resource locator ("URL") marks unless it has the right to publish the Content Material;

C. Seller hereby grants Halalkart a royalty-free, non-exclusive, right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially and non-commercially exploit in any manner, any and all of the Content Materials, and to sublicense the foregoing rights to Halalkart Affiliates, provided that Halalkart will not alter any third-party trademarks.

D. Halalkart has no obligation to verify the accuracy, completeness and legality of Content Materials.

E. Halalkart retains the right to determine the use and placement of Content Materials, and the structure, appearance, design, functionality and all other aspects of the Platform, the Services, and, if any, the Sales Traffic Activities.

F. As between the Parties, each Party retains all right, title and interest in and to its technology and Intellectual Property Rights. Neither Party acquires any rights in the foregoing from the other Party except as expressly granted under the Agreement; all other rights are reserved, and no implied licenses are granted. Neither Party will attempt to register any distinctive trademarks or domain names that are confusingly similar to those of the other Party.

G. Seller will not be entitled to use any intellectual property belonging to Halalkart without Halalkart's prior approval in writing.

H. This Agreement will not be deemed or construed to create, convey or transfer any Intellectual Property Rights to Seller and, other than as instructed by Halalkart, Seller will not decompile any software or reverse engineer any software, or other product or process. This Agreement is not a license to use or distribute any software, or other product or process.

I. This Agreement confers to Seller no rights of ownership or title, license, or other Intellectual Property Rights in any tangible or intangible property, including software (e.g. the Platform, the Seller Center and any API's or other software) and data (e.g. Sales data, performance data, Customer data, Seller Center data and Seller Center name) used, obtained or created under this Agreement. If such rights were nevertheless to have accrued to it for any reason whatsoever, Seller will assign, dispose or otherwise transfer (and effect the transfer of) the full and exclusive ownership of all such rights to Halalkart or any other party designated by Halalkart, free of charge, or for a nominal fee. Seller will use and process such software and data only for the purpose of the execution of the Agreement, will not claim any Intellectual Property Rights, sell, assign, license, publish, lease or otherwise commercially exploit such software and data, and will immediately cease their use and processing upon termination of the Agreement or if so required by Halalkart at any time.

J. Seller undertakes, represents and warrants that it will not, directly or indirectly, participate in any of the following actions such as reverse engineering, reverse compiling or otherwise deriving the underlying source code or structure or sequence of any Halalkart solution or technologies, deleting or altering author attributes or copyright notices, and/or fail to obtain all required permissions when using the Platform or Seller Center to receive, upload, display, distribute, or execute programs or perform other works protected by intellectual-property laws.

K. Nothing herein contained will be deemed to limit or restrict the rights of Halalkart or any third party to assert claims for violation of any Intellectual Property Rights against Seller.

10. Customer Information - Customer Services

A. Halalkart will be responsible for and have sole discretion to deal with Customers relating to Orders and Seller will not confirm Orders, deliveries or give any further information about the fulfilment of the Orders to the Customer.

B. Halalkart will own all information regarding Customers, Orders and the supply of the Services including payments, Fees, disbursements, refunds, Administrative Fees, Cancellation Penalties, adjustments, etc. and Halalkart will not be liable to pay any royalties or fees to Seller in connection with the use of any such information.

C. Seller will utilise information of Customers or the Platform's users, including Personal Data, disclosed by Halalkart to Seller or which Seller has otherwise collected or obtained access to pursuant to or in connection with the Agreement, solely for purposes of the Agreement and will not sell, assign, license, publish, lease or otherwise commercially exploit any such information or utilize such information in any manner for its own benefits or carry out any data mining, data compilation or data extraction for the purposes of statistical or trade analysis or otherwise, based on or in connection with the aforesaid information. No Customer information and the Platform's Users information will be disclosed by Seller to any third party without the prior written consent of Halalkart, and will only be disclosed within Seller's organisation on a need-to-know basis.

11. Liability - Indemnification

A. The Platform, Seller Center, the Services and the Additional Services are provided on an "as is" basis. Except as expressly provided for in the Agreement, Halalkart makes no other representations or warranties of any kind, express or implied, including: i) the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement; ii) that the Platform, Seller Center, the Services or the Additional Services will meet Seller's requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error; iii) that the information, content, materials, or products included on the Platform or Seller Center will be as represented by Halalkart, available for sale on a timely manner, lawful to sell, or that Halalkart or the Customers will perform as promised; iv) any implied warranty arising from course of dealing or usage of trade; and v) any obligation, liability, right, claim, or remedy in tort, unless arising from acts of fraud, negligence or wilful misconduct by Halalkart. Seller acknowledges that any information and any materials provided by or through the Platform, Seller Center, the Services and the Additional Services may contain inaccuracies or errors and Halalkart expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by the Laws. Any link found on the Platform or Seller Center is provided for Seller's convenience to provide further information. It does not signify that Halalkart endorses the contents thereof and Halalkart has no responsibility for the content of external links.

B. Because Halalkart is not involved in transactions between Seller and Customers, Seller hereby agrees on its behalf and on behalf of Customers to release Halalkart (and its agents and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected therewith, provided such release will not apply where actual claims, demands or damages arise due to Halalkart's fraud, negligence or wilful misconduct.

C. Any typographical clerical or other error or omission in any acceptance, invoice, Content Material or other document on the part of Halalkart will be subject to correction without any liability for Halalkart.

D. Any claim of Seller under the Agreement will be made by in compliance with the claims/dispute process/policy of Halalkart, which may be changed from time to time. Notwithstanding which any such claim must be notified to Halalkart within ninety (90) days from the Order, failing which, Seller waives the right to make such claim.

E. Seller will defend, indemnify and hold harmless, and at Halalkart's option defend against, Halalkart and its Affiliates and their employees, directors, agents and representatives, from and against any and all liens, damages, losses, liabilities, obligations, penalties, fines, fees, Claims, litigation, demands, defences, judgements, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including third party claims, reasonable attorney's fees, consultants' fees, experts' fees and other costs of litigation) arising out of, or related to: i) any actual or alleged breach of Seller's undertakings, representations, warranties, or obligations set forth in the Agreement or the Customer Agreement; ii) any incorrect, misleading, or erroneous information provided to Halalkart or any third party in connection with the Services or Additional Services; iii) any non-compliance by the Seller with any applicable laws or the Policies, including any losses in respect of carriage or prohibited goods incurred by Halalkart or its sub-contractors; or iv) Seller's own website or other sales channels, the Goods, the Products, any Content Materials, the advertisement, offer, sale or return of the Goods, the Products, any actual or alleged infringement of any Intellectual Property Rights by the Goods, the Products or the Content Materials, or seller taxes (duties, fees and other charges, etc.) or the collection, payment or failure to collect or pay seller taxes. If at any time Halalkart reasonably determines that any indemnified Claim might adversely affect Halalkart, Halalkart may take control of the defences at the expense of Seller. Seller may not consent to the entry of any judgment or enter into any settlement of a Claim against Halalkart without the prior consent by Halalkart in writing, which consent may not be unreasonably withheld.

F. Halalkart will not be held liable for any damages of any kind, including direct, indirect, incidental, punitive, and consequential, arising out of or in connection with the Agreement, the Customer Agreement, the Platform, Seller Centre, the Services, the Additional Services, the inability to use the Services, the Additional Services, the Goods, the Products, or from messages received or transactions entered into, provided that Halalkart will compensate Seller for any direct damages : i) resulting exclusively, or primarily from Halalkart's fraud, gross negligence or wilful misconduct; and ii) as provided under the *Halalkart Rights* Section of the Terms.

G. To the fullest extent permitted by the Laws, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Halalkart and Halalkart's Affiliates and their respective officers, directors, partners, employees and contractors, and any of them, to Seller and anyone claiming by or through Seller, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Agreement from any cause or causes will not exceed the Fee that Halalkart is entitled to receive from Seller for the month preceding the date the liability arose, or US Dollar five thousand (USD5,000.00) (or such equivalent amount in local currencies of the Territory), whichever is greater, provided that the maximum liability of Halalkart towards Seller will be amended to: i) US Dollar ten thousand (USD10,000.00) (or such equivalent amount in local currencies of the Territory) as regards liability under the *Halalkart Rights* Section of the Terms, and ii) such maximum liability as specified in the Fulfilment Section as regards liability under the Fulfilment Section of the Terms. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by the Laws.

12. Termination

A. Halalkart has the right to unilaterally and immediately terminate the Agreement upon the occurrence of any of the following: i) Seller being in breach of any provision of the Agreement and failing to remedy the same within thirty (30) days from being so notified; ii) the Seller being in breach of any applicable laws or Halalkart's Policies with respect to Goods and sales of Goods ii) Seller passing a winding up resolution or a court of competent jurisdiction making an order for the same; iii) the issuance of an administrative order in relation to Seller, or the appointment of a receiver over, or an encumbrance taking possession of, or the of selling any of, Seller's assets; iv) Seller making an arrangement or composition with its creditors generally or applying to a court of competent jurisdiction for protection from its creditors; or v) Seller ceasing or threatening to cease to carry on business.

B. Provided they have not been corrected by Halalkart within thirty (30) days from notifying Halalkart of the occurrence of any of the following, Seller has the right to immediately terminate the Agreement: i) Halalkart delaying payment for more than thirty (30) days without reason; ii) Halalkart delaying returns for more than sixty (60) days without valid reason; iii) the making of an administration order in relation to Halalkart or the appointment of a receiver over Halalkart's assets; iv) the making of an arrangement or composition by Halalkart with its creditors generally or applying to a court of competent jurisdiction for protection from its creditors; or v) Halalkart ceasing or threatening to cease to carry on business.

C. Either Party may unilaterally terminate the Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

D. Upon termination of the Agreement, Seller will notify Halalkart of all concluded Customer Agreements which have yet to be performed. For the avoidance of doubt, notwithstanding any termination for any reason, Seller will remain responsible for the fulfilment of any pending Order in accordance to the Fulfilment Model and Halalkart will fulfil any pending Payment obligations. Any provision of the Agreement that, by its nature, is meant to survive the term or termination.

13. Miscellaneous

A. The Agreement will prevail over any other agreement, terms or conditions regarding the subject matter, pre-contractual negotiations, and to the exclusion of all other terms submitted, proposed or stipulated by either Party (including any terms or conditions which Seller purports to apply under any purchase order, confirmation order, specification, invoice or other document) and no terms or conditions endorsed upon, delivered with or contained in any other document or with the Goods or Products, will form part of the Agreement. The actual or future invalidity or ineffectiveness of any provision hereof will not affect the validity or effectiveness of the whole document. The Agreement will apply to the relationship between the Parties in addition to any specific terms agreed to herein. In the event of any conflict or inconsistency between any provision of the Terms, Special Conditions, any Schedules or the Annexes, the provisions of each of the Terms, Special Conditions, Schedules and Annexes will prevail in that order.

B. The singular includes the plural and vice versa, as the context may require. The headings are inserted for convenience only and will be ignored when construing this Agreement. The term "including" or "include" will mean "including, without limitation", unless the context otherwise requires.

C. Unless otherwise provided in this Agreement or agreed to between the Parties, all notices, requests, demands and other communications hereunder must be in writing and will be deemed to have been fully given and received when sent with receipt received by recognized overnight delivery service, registered mail or email one (1) Working Day after being deposited for next-day delivery with a recognized overnight delivery service or emailed, or three (3) Working Days after being mailed by registered mail, charges and postage prepaid, to the Party to receive such notice at such Party's address set forth herein or any other address that such Party may specify by notice to the other Party.

D. Seller cannot assign, transfer or subcontract all or part of its rights and/or obligations deriving from the Agreement, without the prior written consent of Halalkart. Halalkart may assign, transfer or subcontract all or part of its rights and/or obligations deriving from the Agreement.

E. Seller and Halalkart are independent contractors, and nothing in the Agreement will create any partnership, joint venture, agency, franchise, sales representative relationship or exclusivity between the Parties. The Agreement will not cause the establishment of any relationship of employment between the Parties or with any person who provides services to either. Seller will have no authority to make or accept any offers or representations on behalf of Halalkart.

F. The Agreement and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of Halalkart and Seller. Other than as regards the rights of Customers against Seller, nothing in the Agreement will be construed as giving any third party any rights whatsoever.

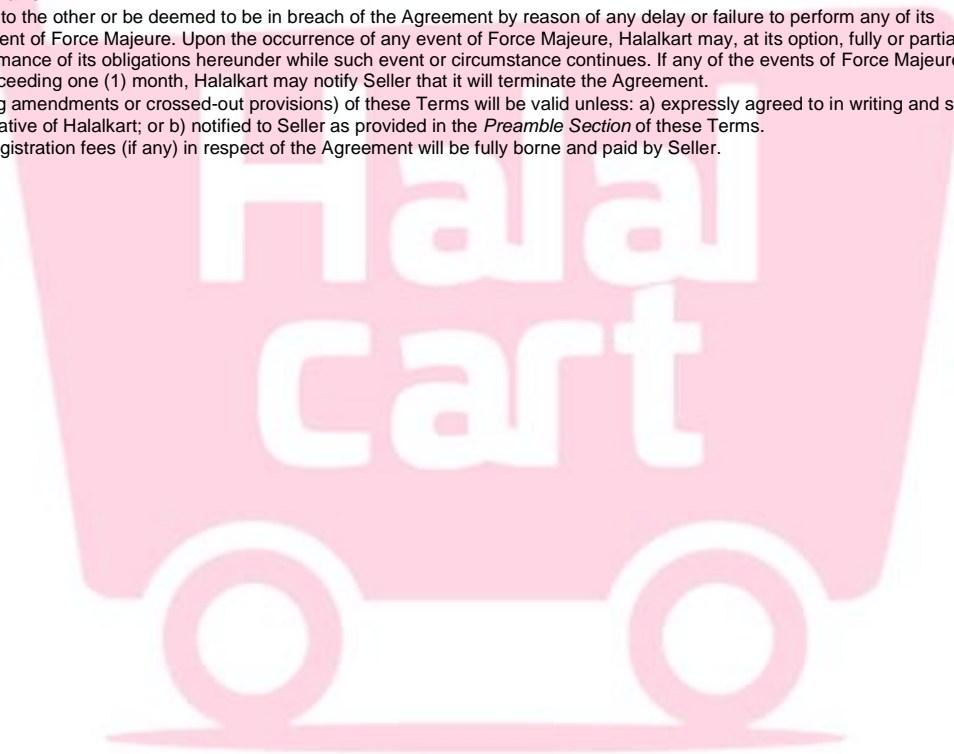
G. Notwithstanding any other provision in the Agreement to the contrary, nothing contained herein will oblige Halalkart or Seller to engage in any action or omission to act which would be prohibited by or penalized under the Laws or of any other country.

H. The failure of a Party to exercise its rights in case of breach of contract by the other Party will not be considered as a waiver of its rights under the Terms or under the Laws.

I. No Party will be liable to the other or be deemed to be in breach of the Agreement by reason of any delay or failure to perform any of its obligations due to an event of Force Majeure. Upon the occurrence of any event of Force Majeure, Halalkart may, at its option, fully or partially suspend delivery/performance of its obligations hereunder while such event or circumstance continues. If any of the events of Force Majeure will continue for a period exceeding one (1) month, Halalkart may notify Seller that it will terminate the Agreement.

J. No variation (including amendments or crossed-out provisions) of these Terms will be valid unless: a) expressly agreed to in writing and signed by authorized representative of Halalkart; or b) notified to Seller as provided in the *Preamble Section* of these Terms.

K. All stamp duty and registration fees (if any) in respect of the Agreement will be fully borne and paid by Seller.



Payments

A. Unless otherwise agreed in writing, Payments will be made by Halalkart to Seller on a weekly basis in respect of Orders that have been delivered or completed by the reconciliation cut-off date. The Order status on Seller Center may be subject to delays on weekends, public holidays, caused by third parties, or factors outside of Halalkart's reasonable control.

B. From time to time, Halalkart may offer promotional and goodwill rebates or discounts to Seller in respect of any part of the Fee. The terms of such rebate or discount are determined by Halalkart at its sole discretion. Where required by law, Halalkart may generate an invoice by the Seller to give effect to the rebate or discount. If Halalkart is held liable for any taxes on behalf of the Seller, or as a tax agent of the Seller, in connection with any Order or Payment, the Seller will indemnify Halalkart for such tax liability or compliance costs, irrespective of when the tax liability is assessed.

SCHEDULE A: PAYMENTS

1. Payment

C. Halalkart shall have the right to set off any amounts owed by Halalkart to Seller against any amounts owed by Seller to Halalkart, including any such amounts under other accounts or shops owned by the same Seller.

2. Commission and Payment Fee

A. Commission rates are as indicated herein or in Seller Center. Halalkart may provisionally reduce or increase Commission rates for certain Goods from time to time.

B. The Payment Fee shall be two percent (2%) (exclusive of any taxes such as Consumption Tax which shall also be borne by Seller).

Category	Sub-category	Industry	Commission
Bags and Travel	Bags and Travel, Kids Bags, Men Bags, Travel, Unisex Bags, Women Bags	Fashion	2%
Beauty	Beauty Tools, Food Supplement, Food Supplements, Fragrances, Health & Beauty, Makeup, Men's Care, Personal Care and Skin Care	FMCG	2%
Bedding & Bath	Bath and Bedding	General merchandise	2%
Cameras & Drones	Bridge, Camera Accessories, Car Cameras, Drones, DSLR, Gadgets & Other Cameras, Instant Camera, Lens Accessories, Lenses, Mirrorless, Optics, Point & Shoot, Security, Cameras & Systems, Video & Action Camcorder	Electronics	2%
Computer & Laptops	Computer Accessories, Computer Components, Network Components Printers & Accessories, Software and Storage	Electronics	2%
Data Storage	External hard Drives, External Solid State Drives, Flash Drives, Internal Hard Drives, Internal Solid State Drives, Memory Cards, NAS, OTG Drives and Storage for Mac	Electronics	2%
Fashion	Boys, Fashion, Girls, Kids Unisex, Men, Unisex, Women, Women Clothing and Women Watches	Fashion	2%
Furniture & Organization	Furniture, Furniture & Décor and Storage & Organisation	General merchandise	2%
Groceries	Bakery, Baking & Cooking, Beverages, Breakfast Cereals & Spreads, Candy & Chocolate, Canned, Dry & Packaged Foods, Chocolate, Snacks & Sweets, Dairy & Chilled, Food Staples & Cooking Essentials, Fresh Produce, Frozen, Laundry & Household Meat & Seafood, Snacks and Tobacco	FMCG	2%
Health	Adult Diapers & Incontinence, Medical Supplies and Sexual Wellness	FMCG	2%
Outdoor & Garden	Lawn & Garden and outdoor	General merchandise	2%
Household Supplies	Air Care, Cleaning Supplies, Dishwashing, Kitchen Supplies Laundry & Household Sundries, Laundry Supplies, Paper, Pest Control	FMCG	2%
Kitchen & Dining	Bakeware, Coffee & Tea, Cookware, Cutlery, Dinnerware, Disposables Drinkware, Kitchen & Dining, Kitchen & Table Linen, Kitchen Storage & Accessories, Kitchen Utensils	General merchandise	2%
Laundry & Cleaning Equipment	Cleaning, Laundry Tools & Accessories	General merchandise	2%
Mother & Baby	Baby & Toddler Toys, Baby Gear, Baby Health Care, Baby Personal Care, Baby Safety, Clothing & Accessories, others diapering & Potty, Gifts, Maternity Care, Mother & Baby Feeding Essentials, Others Milk Formula & Baby Food, Nursery, Pacifiers & Accessories	FMCG	2%
Motors	Automotive, Motorcycle and Service & Installations	General merchandise	2%
Pet Supplies	Bird, Cat, Dog, Dog & Cat, Fish, Pet Accessories	FMCG	2%
Small Appliances	Cooling & Heating, Home Appliances, Home Appliances Parts Irons & Garment Steamers, Kitchen Appliances, Personal Care Appliances, Small Household Appliances	Electronics	2%

The mention of 'Industry' in the tables above is added as additional information only – Commission is defined according Sub-category and Category.

ANNEX 1: DEFINITIONS

Definitions

- a. **Additional Service:** is defined in the *Use of Tools - Additional Services* Section of the Terms.
- b. **Additional Service Fee:** the fee applicable to an Additional Service.
- c. **Administrative Fee:** the fee, if any, chargeable to the Seller per non-compliance, or per Good or Product in contravention of the Seller's undertaking.
- d. **Affiliate:** any entity directly or indirectly controlled by, or controlling, a Party or any affiliate or subsidiary thereof. As regards Halalkart, Affiliate is deemed to include entities which are members of the Souqa Fintech Sdn. Bhd..
- e. **Agreement:** this Marketplace Agreement.
- f. **Annex:** any annex to the Agreement. The Annex(s) form(s) an integral part of the Agreement.
- g. AIAC: is defined in Annex 2.
- h. **Cancellation Penalty:** the charge applicable for a Cancelled Order.
- i. **Cancelled Order:** an Order cancelled or rejected by Seller, or cancelled due to Seller's lack of compliance with any provision of the Agreement.
- j. **Claim:** any claim, action, audit, investigation, inquiry or other proceeding instituted by any person or entity.
- k. **Commission:** the percentage (as applicable at the time the Order is placed) of the Listing Price.
- l. **Confidential Information:** any information proprietary to a Party or an Affiliate thereof, that is disclosed to the other Party or an Affiliate thereof, whether marked as confidential or not, that should be considered confidential information under the circumstances. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully obtained and provided to the recipient by a third party.
- m. **Consumption Tax:** Any prevailing consumption tax, including but not limited to any Sales Tax and Service Tax ("SST"), Goods and Services Tax ("GST"), or its equivalent or any successor thereof.
- n. **Content Material:** product information, text, images, and any other relevant and/or legally required information relating to the listing of Goods on the Platform, including third party and Seller's trademarks and other Intellectual Property Rights related materials.
- o. **Customer:** a third-party, who purchases Product on the Platform.
- p. **Customer Agreement:** the agreement between Seller and a Customer concerning the purchase of a Product in fulfilment of an Order, where the execution of such agreement is attested by the Fulfilled Customer Agreement status of the Order.
- q. **Delivery Note:** is defined in Annex 4.
- r. **Dispute:** a dispute regarding the provision of Additional Services by third parties.
- s. **Effective Date:** the date of Seller's first use of the Services, as such date is recorded in Seller Center.
- t. **Failed Delivery:** an Order that is cancelled for unsuccessfully execution due to: i) the delivery address (either physical or email) provided by the Customer or by Halalkart being incorrect; ii) where acceptance of delivery of the Product is required, the Customer being unable to accept the Product; iii) where the Product is a physical product, the Customer refusing to accept the delivery of the Product in accordance with the Policies; or iv) where the Customer remain uncontactable after various attempts (the number of delivery attempts will be determined by the relevant carrier). In addition to the provision of Annex 4, in case of Failed Delivery: iv) where received by Halalkart, Sales Proceeds will be refunded to the Customer and, v) where received by Seller, Payment will be refunded to Halalkart.
- l. Fee: the fee payable to Halalkart for the Services, which is calculated based on: i. the Payment Fee; and, ii. if applicable, the Commission calculated on the Listing Price, any Shipping Cost, Cancellation Penalty, Administrative Fee and/or Additional Services Fee.

For the avoidance of doubt, coupons or other unilateral discounts provided by Halalkart to Buyers are not considered in the Service Fee calculation. Any taxes, including any prevailing consumption tax, payable as regards the Services, will be imposed on top of the Fee and paid by Seller.

u. **Force Majeure:** any event or cause beyond a Party's reasonable control such as, but not limited to: i) act of God, explosion, flood, tempest, fire or accident; ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition, act of terrorism or civil unrest; iii) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; iv) import or export regulations or embargoes; v) interruption of traffic, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Halalkart or of a third party); and vi) health epidemics declared by the World Health Organization.

v. **Fulfilment By Halalkart:** is defined in Annex 4.

w. **Fulfilled Customer Agreement:** an Order the status of which is showing as "*Delivered*" in Seller Center, or is otherwise deemed by Halalkart as having been executed by Seller, including instalments thereof.

aa. **Fulfilment Model:** the model of Order fulfilment of physical Goods agreed to by the Parties.

bb. **Good:** one (1), or several (if sold together under one Listing Price) as the case may be, item(s) owned and offered for sale by Seller under the Agreement.

cc. **Handling Fee:** a fee payable for handling Goods and supplying packaging materials under Fulfilment By Halalkart (inbound receive and putting away, outbound picking and packing, Customer return processing).

dd. **Inadequate Product:** any wrong, faulty, defective, damaged (excluding any Good or Product damaged due to mishandling by Halalkart, a Halalkart contractor, or the Customer), legally non-compliant Good or Product, or a Good or Product that has been publicly or privately recalled, in accordance with the law or the Policies.

ee. **Intellectual Property Rights:** all copyright, moral rights, trade marks, design rights, rights in or relating to databases, rights in or relating to confidential information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world.

ff. **Late Payment Interest:** is the interest payable by Seller on the overdue sum at the rate of eight per cent (8%) per annum, calculated on daily basis from the date on which such money falls due for payment to the date such money is actually received by Halalkart (as well as after judgment).

gg. **Laws:** the laws of the Territory.

hh. **Halalkart:** means Souqa Fintech Sdn Bhd (company number 1226482-A) a company incorporated under the laws of Malaysia having its registered office at: Unit 50-6-13, Wisma UOA Damansara 1, 50 Jalan Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia.

ii. **Listing Price:** the price, including instalments, at which a Good is offered for sale to Customers by Seller as indicated on the Platform at the time the Order is placed. For the avoidance of doubt, the Listing Price includes any tax applicable by law, and excludes any coupons or other discounts provided by Halalkart to the Customer.

jj. **Minimum Suspension Period:** a period of sixty (60) days of which Halalkart is allowed to suspend the Payment to Seller pursuant to the *Sales Proceeds – Payment* Section of the Terms.

kk. **Order:** the request placed by a Customer on the Platform for the purchase of a particular Good as communicated by Halalkart to Seller. Halalkart reserves the right to unilaterally cancel an Order for any reason.

ll. **Payment:** the Sales Proceeds minus any sums owed by Seller under the Agreement or any other agreement entered into by the Parties and subject to any chargeback, reversal, refund, withholding for anticipated claims, deduction due to a Dispute, in accordance with the Agreement or any other agreement entered into by the Parties.

mm. **Payment Fee:** a fee, calculated on the basis of a percentage of the Sales Proceeds.

nn. **Personal Data:** any personal information as defined by the applicable personal data protection laws and regulations in the Territory, pertaining, but not limited to, Halalkart employees, agents, consultants and Customers.

oo. **Personal Data Claims:** is defined in the *Personal Data* Section of the Terms.

pp. **Platform:** The Halalkart platform, where the Seller may list Goods for sale under the Agreement, and Customer(s) may buy such goods.

qq. **Policies:** the rules, guidelines, terms and conditions, etc. applicable to Sellers and Customers for the use of the Services, Platform, Seller Center and other Halalkart properties, as they may appear on the Platform or Seller Center or be communicated from time to time by Halalkart.

rr. **Product:** the individual Good purchased by a Customer among the Goods.

ss. **Refurbished:** means a product that has been returned to Seller or its manufacturer and is identical to the original in all aspects including all packaging, documentation, accessories and software that are found in a new item, without additions. If repaired, it must have been inspected, cleaned and professionally restored to working order to meet manufacturer specifications with genuine spare parts. The fact that a product is refurbished must be clearly and prominently stated in the listing comments as well as the manufacturer's or refurbisher's warranty.

tt. **Replacement Value:** the amount owed to Seller by Halalkart in case any Good held by Halalkart under the Fulfilment By Halalkart model is wrongly delivered, damaged or lost. The Replacement Value is determined by Halalkart and corresponds to the lowest of either the invoiced value of the Good to Seller by Seller's supplier, the lowest wholesale price the Good is sold in the Territory, or the price net of the costs associated with the sale (Listing Price minus the Commission, the Payment Fee and applicable taxes that would have applied if the product had been sold to a Customer) of the Good at the time the wrong delivery, damage or loss occurs.

uu. **Returned Product:** the return of a physical Product to Halalkart by a Customer in accordance with the Agreement and/or the Policies, including Inadequate Products. Seller will retain, or take back from the Customer as the case may be, ownership, title and risk (save, as regards to risk, where the Product is Fulfilled By Halalkart and is under Halalkart's care) of all Returned Products.

vv. **Ringgit and RM:** Ringgit Malaysia.

ww. **Sales Proceeds:** the gross proceeds received from Customers by Halalkart which consist of the Listing Price and the Shipping Fee.

xx. **Sales Traffic Activities:** Additional Services consisting in: i) Shop in Shop, which entails a set of specific design features on the Platform that enhance the visual representation of certain of Seller's Goods by means of a dedicated landing page; ii) Search Engine Marketing, which entails the bidding on relevant keywords related to the Goods and/or Seller on electronic search engines; iii) Social Media Sales Traffic Activities, which entails the promotion of the Goods and/or Seller on the Platform or social media platforms; and/or iv) other sales promotion services agreed to by the Parties.

yy. **Seller:** the user of the Services.

zz. **Seller Center:** any tool employed by Halalkart to operate any part of the Service, including the Halalkart Seller University. TM

aaa. **Services:** is defined in the Services Section of the Terms.

bbb. **Schedule:** any schedule to the Agreement. The Schedule(s) form(s) an integral part of the Agreement.

ccc. **Shipped Date:** the date a Product is: i) where the Product is a physical product, dropped off to a carrier by Seller, or picked up by a carrier from Seller, for delivery to a Customer, as indicated in Seller Center, or ii) where the Product is not a physical product, emailed or otherwise made available or provided to a Customer in accordance with the sales stipulations applicable to such Product.

ddd. **Shipping Cost:** the fee charged by Halalkart to Seller for the shipping of a Product, as calculated based on the Shipping Fee Rate Card.

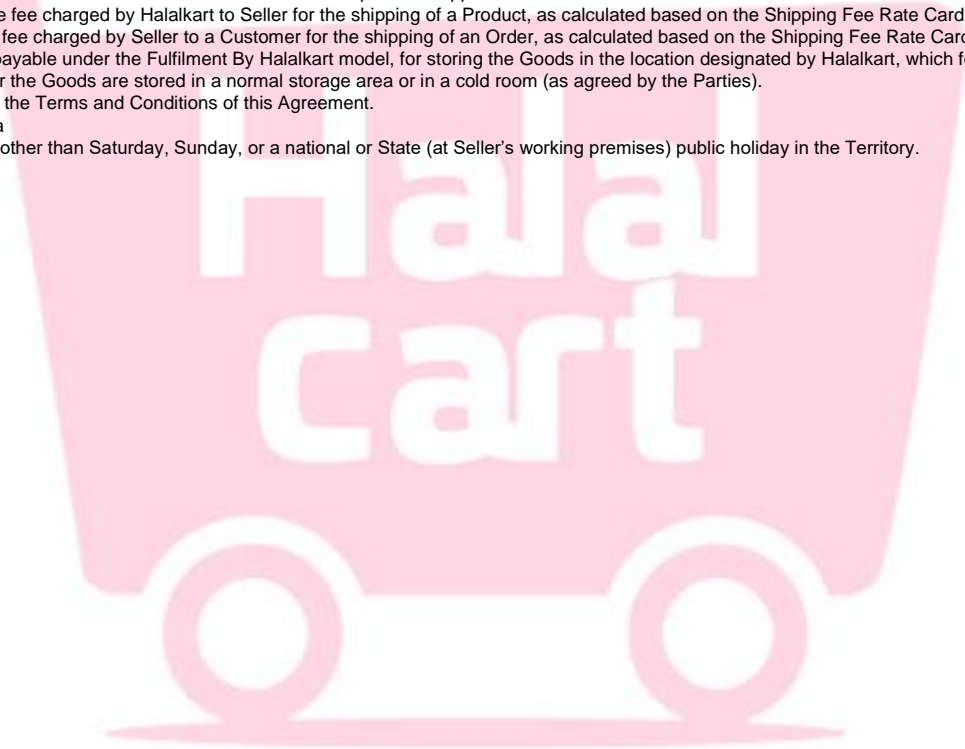
eee. **Shipping Fee:** the fee charged by Seller to a Customer for the shipping of an Order, as calculated based on the Shipping Fee Rate Card.

fff. **Storage Fee:** a fee payable under the Fulfilment By Halalkart model, for storing the Goods in the location designated by Halalkart, which fee varies based on whether the Goods are stored in a normal storage area or in a cold room (as agreed by the Parties).

ggg. **Term:** is defined in the Terms and Conditions of this Agreement.

hhh. **Territory:** Malaysia

iii. **Working Day:** a day other than Saturday, Sunday, or a national or State (at Seller's working premises) public holiday in the Territory.



ANNEX 2: DISPUTE RESOLUTION

Dispute Resolution

A. Save as provided in the Terms, any difference, controversy, or claim, arising between the Parties will be settled by arbitration, in English, in Kuala Lumpur, and in accordance with the rules of the Asian International Arbitration Centre ("**AIAC**"). Furthermore, the arbitral tribunal will consist of a sole arbitrator, to be designated by the Chairman of the AIAC. Any award by the arbitration tribunal will be final and binding upon the Parties. The arbitrator will award to the prevailing Party, if any, the costs and attorneys' fees reasonably incurred by such Party in connection with the arbitration. If the arbitrator determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing Party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing Party in connection with the arbitration.

B. Notwithstanding the foregoing, in the event either Party believes that it may suffer irreparable harm prior to the resolution of any conflict by following the arbitration procedures established herein, such Party may apply to a court of competent jurisdiction for a restraining order or other equitable relief in order to prevent or alleviate such harm pending the arbitration. The Parties agree that this paragraph will not operate as a request that the court abstain from accepting jurisdiction or from granting appropriate orders which the court may deem necessary or appropriate to protect the interests of the Parties.



ANNEX 3: RETURNS

Returns - Failed Deliveries - Inadequate Products

- A. Seller will accept the return of Failed Deliveries and Returned Products in accordance with the Policies. HalalKart has the right to determine at its sole discretion whether a Customer will receive a refund, adjustment, or replacement, and to require Seller to reimburse HalalKart if HalalKart determines that Seller is liable to do so in accordance with the Agreement. Where HalalKart has refunded or paid any such aforementioned amount (whether on behalf of Seller or otherwise), such amount will be recoverable by HalalKart from Seller as a debt due from Seller and HalalKart will be entitled to deduct such amount from amounts payable to Seller, or by other methods at HalalKart's election.
- B. Seller will promptly notify HalalKart of any Inadequate Product (or the threat of a public or private recall) and cooperate and assist HalalKart with returns, including by initiating the procedures for returning Goods or Products to Seller.
- C. HalalKart will refund Seller the Commission related to any Failed Delivery or Order returned for Customer convenience.
- D. In case of Failed Delivery, HalalKart will bear: i) the Payment Fee, and ii) unless the shipping has been arranged by Seller, the Shipping Cost for the shipment of the Product to the Customer and back to Seller, all other costs being borne by Seller.
- E. In case of an Inadequate Product, Seller will bear all costs associated with the return and refund or replacement, including the Payment Fee, and unless the shipping has been arranged by Seller, the Shipping Cost for the shipment of the Product to the Customer, from the Customer to HalalKart and from HalalKart back to Seller, provided that, where Goods are concerned, Seller will also be debited for any additional Storage Fee and Handling Fee.
- F. HalalKart has no obligation to accept any Returned Product. HalalKart however may at its sole discretion request that the Product be returned to a designated location for further quality inspection. If HalalKart, directly or through a third party of its choice, determines during the quality inspection that the Returned Product is faulty or damaged, that it cannot be offered to other Customers because of this fault or damage and that this fault or damage has been caused by the Customer, Seller will not be liable to accept the Returned Product.
- G. Unless they are Goods and provided Failed Deliveries have been returned to HalalKart, subject to paragraph J below, HalalKart will organize the delivery of such Products to the address indicated by Seller within sixty (60) days from the Shipped Date.
- H. Unless they are Goods and provided HalalKart agrees to accept Returned Products at its designated location, subject to paragraph J below, HalalKart will organize the delivery of such Products to the address indicated by Seller within forty-five (45) days from the Fulfilled Customer Agreement date.
- I. HalalKart reserves the right to examine and determine at its own discretion if returned Goods are saleable despite having been returned and if so, HalalKart may return such Returned Products to Seller or place such Returned Products back in the inventory of Seller.
- J. Subject to the Policies, HalalKart is not obliged to return any Products to the Seller if such return would not be reasonably practicable (including if the value of Products is disproportionately low relative to the cost of returning Products).
- K. If (i) HalalKart is unable to return the Products to Seller despite taking reasonable efforts in accordance with the Policies (for example, if Seller refuses to pick-up the returned Products; or if Seller's delivery address is incorrect) or (ii) HalalKart reasonably determines that it is not reasonably practicable to return the Product to Seller pursuant to Paragraph J above, HalalKart may, at its sole discretion, release, dispose of or sell the Products in any manner it sees fit, without any liability or payment obligations to the Seller. The Seller agrees that title to all Products will be passed to HalalKart prior to any release, disposal, or sale of the Products by HalalKart.
- L. HalalKart will not be responsible for any risk or liable for any claims, demands, liabilities, expenses, losses, cost or damage in connection with any Failed Delivery and Returned Products (including due to a threatened recall) and will claim all costs incurred in that respect from Seller.



ANNEX 4: FULFILMENT

1. Fulfilment Models

A. Orders for physical products are fulfilled under the following Fulfilment Models:

- (a) **Fulfilment by Seller:** Where Seller is responsible for the delivery of Products to Customers using its own logistics services;
- (b) **Drop-Shipping:** where Seller is responsible for delivering of Products to HalalKart's designated location or appointed third party logistics provider, for HalalKart to coordinate delivery to Customers;

2. General terms for Logistics Services

- A. HalalKart will provide the Logistics Services to the Seller, in accordance with the Policies.
- B. The Seller will request for and use the Logistics Services in accordance with the Policies, in particular:
- (a) The Seller will include all information and supporting documents required by law, HalalKart, or as set out in the Policies, including tax invoices for the Products, or, if required by HalalKart or by law, to send such information and/or supporting documents to the Customer directly;
 - (b) All Goods and Products will be packaged in accordance with the packaging guidelines in the Policies, and in such manner to protect the Goods / Products and their original packaging during transport and storage;
 - (c) The Seller will not use the Logistics Services in respect of any prohibited or dangerous goods, as set out in the Policies; and
 - (d) The Seller will not include any advertising or other materials in the Goods or Products, unless included by the manufacturer, or permitted by the Policies.
- C. The responsibility of HalalKart and Seller in relation to packaging, handling, deliveries, returns, warranties and Orders will be in accordance with the chosen Fulfilment Model.
- D. HalalKart reserves the right, in its sole discretion, to use any method or route to perform the Logistics Services, including to sub-contract all or part of the Logistics Services, and to use any sub-contractor which HalalKart deems appropriate.
- E. Unless otherwise provided in the Agreement, Seller will be responsible for all costs incurred for shipping the Goods or Products. Any costs assessed against or incurred by HalalKart in relation to shipping will be debited to Seller. Seller will also be responsible for payment of all customs duties, and taxes and any other charges related to the shipping and custom clearance of Goods and Products.
- F. HalalKart will not be listed on any import documentation relating to Goods and Products and HalalKart reserves the right to refuse to accept Goods or Products, and to cancel Orders, where it is listed on the import documentation, and any costs, penalties, taxes or duties assessed against or incurred by HalalKart will be charged to Seller.
- G. HalalKart reserves the right to restrict the destinations to which Seller may ship Goods and Products. HalalKart has no obligation to provide the Logistics Services to collect or deliver Goods or Products to or from any PO Box, overseas address, addresses without proper postal codes, or any non-delivery locations set out in the Policies.
- H. Seller must comply with the standard operating procedures, import procedures, weight restrictions, size restrictions and other shipping requirements.
- I. Estimated shipping costs, if any, provided prior to shipment are not binding and Seller agrees that it will be liable for: i) for the actual shipping costs; or ii) the estimated shipping costs, even if the carrier determines them to be lower than the estimate submitted to Seller.
- J. Except as expressly provided by these Terms, at no point in time will title to Goods or Products pass to HalalKart or its sub-contractors (if any). HalalKart or its sub-contractors will not be or deemed to be the merchant on record of the Goods or Products.
- K. Risk of loss or damage to the Goods or Products will remain with the Seller unless risk is transferred in accordance with these Terms.
- L. HalalKart may, in its sole discretion or at the direction of any government or law enforcement authority, at any time and without notice, open and inspect any Good or Product.
- M. HalalKart may, in its sole discretion, reject or re-package (at the Seller's expense) any Goods or Products for the provision of the Logistics Services, and return such Goods or Products.
- N. Seller will inform HalalKart within 24 hours, or such other timing set out in the Policies, if any Goods or Products which are the subject of the Logistics Services are perishable, frozen, refrigerated, or temperature controlled, or require any form of special handling. HalalKart may choose to provide Logistics Services in respect of such Goods or Products at its sole discretion and subject to any additional fees and expenses agreed between the Parties for such Logistics Services.
- O. Service Fees in respect of the Logistics Services completed by each reconciliation cut-off date will be deducted from any Sales Proceeds of the Seller prior to Payment of such Service Fees in accordance with this Agreement.
- P. HalalKart will, subject to any applicable law, have a lien on any Goods or Products in HalalKart's possession for any Service Fees due and owing to HalalKart from the Seller.
- Q. The total liability of HalalKart to the Seller if there is any loss or damage to Goods or Products which are the subject of the Logistics Services and where HalalKart is responsible for the risk will be limited to the lower of: (a) US\$100 (or such amount set out in the policies or Schedule A) per parcel (regardless of the number of Goods or Products in such parcel); or (b) The replacement value of such Goods or Products, Provided that, if the loss or damage is caused by the Seller's instructions, the Seller failing to comply with the terms of this Agreement or the Policies, or related to the decay of perishable Goods, or otherwise directly or indirectly caused by Seller, its agents or contractors, HalalKart will not be liable for any such loss or damage.
- R. The Seller will indemnify HalalKart and its Affiliates for any losses, penalties, fees, liabilities, and expenses arising out the Seller's non-compliance with any applicable laws or the Policies.
- S. HalalKart may, in its sole discretion, allow Seller to ship Goods at Seller's expense using discounted shipping rates that HalalKart is able to procure from any carrier. Seller will not use the carrier account information of HalalKart, including, without limitation, carrier account number and shipping rates, for any purpose other than for the fulfilment of an Order, nor disclose such information to any third party, and Seller will protect such information as Confidential Information.

3. Fulfilment by Seller

- A. Seller will prepare and ship the Order to the address specified in the Order within the lead times set out in the Policies, provided that, where the Seller fails to comply with the deadline, HalalKart reserves the right to modify the deadline and/or to cancel the Order.
- B. Seller will stop or cancel any Orders if directed by HalalKart.
- C. Seller will ensure that HalalKart is at all times supplied with updated Order shipment tracking information.
- D. Title and risk of loss for Goods and Products will remain with Seller, and HalalKart will have no liability whatsoever related to the Goods and Products including their shipping, storage, delivery delays, damage or loss.
- E. Seller will be responsible for obtaining appropriate insurance covering any damage or loss to the Goods.

4. Drop-Shipping

- A. Seller will prepare and ship the Order to HalalKart's designated location (including any applicable drop-off boxes offered by HalalKart or to HalalKart's appointed third party logistics provider) within twenty-four (24) hours from the Order being placed (taking into account Working Days) or according to the lead times specified in the Policies, provided that, where Seller fails to comply with the deadline, HalalKart reserves the right to modify the deadline and/or to cancel the Order.
- B. HalalKart may, at its sole discretion, offer to pick up Products from mutually agreed pick up points, in accordance with the Policies.
- C. Seller will stop or cancel any Orders if directed by HalalKart.
- D. Seller will ensure that HalalKart is at all times supplied with updated Order shipment tracking information.
- E. Title and risk of loss for Goods and Products will remain with Seller, and HalalKart will have no liability whatsoever related to the Goods and Products including their shipping, storage, delivery delays, damage or loss.
- F. Upon receiving Products that are the subject of an Order, HalalKart will deliver the Products to the delivery address and designated recipient, in accordance with the Policies.

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Service Agreement

This business proposal will be subject to Service Level Agreement to be signed between Souqa Fintech Sdn. Bhd. and your company.

By signing this proposal, your company acknowledges that HalalKart will act as a “wakeel” and authorise HalalKart to collect the payment on behalf with imposition of fee as per listed in this document.

We hope our business proposal meets your expectation and we are open for further deliberation to the above proposal. Should you have any queries, please do not hesitate to contact us at any time of your convenience.

Schedule 1: Agreement Details

Item 1: Commencement Date	<div style="text-align: right;">TM</div>	
Item 2: Partner	Company Name:	
	Company No.:	
	Address:	
	Contact Person:	
	Phone No.:	
	Fax No.:	
	Email Address:	
Item 3: Partner's Bank Details	Bank Name:	
	Bank Account Name:	
	Bank Account No.:	
	SWIFT code:	
Item 4: Partnership Fees & Commission	<ol style="list-style-type: none"> 1. Registration Fee : 0.00% 2. Processing Fee : 2.00% 3. Commission Fee : 2.00% 4. Marketplace Fee : MYR250.00 monthly 	
Item 5: Initial Term	Five (5) years from the Commencement Date	

MARKETPLACE AGREEMENT Confidential

Item 6: Notices	HalalKart:	Company Name: Souqa Fintech Sdn Bhd Contact Name: Fadhli Yusoff Contact Number: +60132263883 Email: m.fadhli@payhalal.my
	Partner:	Company Name: Contact Name: Contact Number: Email:
Item 9: Patners Settlement	T+7 (weekly) Settlement	

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*Prices shown above do not include any relevant taxes or whatsoever tax that may incur.

Thank you.

Yours Sincerely,

For HalalKart / Souqa Fintech Sdn Bhd (1226482-A)

Fadhli Yusoff
CEO - HalalKart

Acceptance of Proposal

For and on behalf of **(Company Name)** (Reg No.),

(Signature with company stamp)

Name:

Title:

Date:

