



TERMS & CONDITIONS – OB PARTNER AGREEMENT

The clauses under this document are connected and are a part of the main Partnership Agreement executed between Open Bonnet and Service Provider for providing its services and products through Open Bonnet platform and shall be collectively referred to as “**Agreement**”.

OBT and SERVICE PROVIDER are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”

WHEREAS:

- A. OBT for the purposes of this Agreement is the online aggregator platform under Brand Name of PLATFORM (“**PLATFORM**”) which offers various auto aftermarket services to Car Owners/users, hereinafter referred as “**Customers**”, through its business partners such as, but not limited to Service & Repair garages, Tyres and Battery shops, Accessories distributors/vendors.
- B. OBT aspires to be the one stop destination for all its customer’s car maintenance and services needs in UAE and seeks association with SERVICE PROVIDER to offer these specialized services.
- C. The SERVICE PROVIDER has represented to OBT that it, has the requisite skills, knowledge, experience, expertise and capability to carry out the requested services and functions captured under this Agreement and that the SERVICE PROVIDER has also provided such services in past.

Now the PARTIES hereto agree on the below understanding:

1. SCOPE OF AGREEMENT:

The SERVICE PROVIDER has agreed with OBT to offer its services as mentioned in accordance with the terms and conditions contained in this Agreement (hereinafter referred to as “**the SERVICE PROVIDER’s Obligations**”). And Both Parties have agreed to the payment terms as mentioned in the main Partnership Agreement.

The work / service of the staff shall be supervised, directed and controlled only by the SERVICE PROVIDER itself and it would be responsibility of the SERVICE PROVIDER to abide by the SERVICE PROVIDER’S Obligations. All the material and equipment required by the SERVICE PROVIDER for the due performance of its obligations hereunder shall be provided by the SERVICE PROVIDER itself and not by OBT.

The Agreement is entered into by the Parties exclusively on a Principal to Principal basis.

2. TERM OF THIS AGREEMENT:

This Agreement shall be effective from **Effective Date** and shall remain valid for the initial period of 1 (one) year from date as per main Partnership Agreement with auto renewal for every subsequent 1 (one) year periods until unless either Party wishes to end the contract as per the Termination clause mentioned in this agreement.

3. PAYMENT TERMS:

OBT shall route the CUSTOMER payments to the SERVICE PROVIDER for the services offered by the SERVICE PROVIDER and availed by CUSTOMERS on PLATFORM. These payment terms are described in the main Partnership Agreement.

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4. REPRESENTATIONS AND WARRANTIES

The SERVICE PROVIDER hereby represents, warrants and confirms to OBT that:

- (i) The SERVICE PROVIDER and its Representative has the authority to enter into this Agreement and to perform all its obligations as mentioned herein. It has taken all necessary action to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of the same upon request.
- (ii) The Services rendered and obligations performed by the SERVICE PROVIDER pursuant to this Agreement shall be rendered and performed by the SERVICE PROVIDER, with utmost care and diligence and shall be of the good quality and standard. OBT shall have the right to do sample checks to this effect on periodic basis. OBT's judgement in regards to the Quality and Skills of the performed jobs by the SERVICE PROVIDER, shall be final and binding.
- (iii) The execution, delivery and performance of this Agreement by the SERVICE PROVIDER in accordance with its terms shall not constitute a default under any agreement or arrangement to which it is a party or by which it or any of its properties or assets may be bound.
- (iv) There are no judicial actions or proceedings pending to the best of its knowledge which would have a material adverse effect on its capacity to perform its obligations under this Agreement.
- (v) The SERVICE PROVIDER hereby represents and warrants to OBT that it shall not violate any proprietary and intellectual property rights of any third party, including without limitation, confidential relationships, patent, trade secrets, copyright and any other proprietary rights.
- (vi) The SERVICE PROVIDER further warrants to OBT that, during the term of this Agreement, the materials and Services to be delivered or rendered hereunder, will be of the best quality and no counterfeit parts shall be used. Furthermore, the SERVICE PROVIDER shall give an unconditional warranty of replacement if part is found to be spurious.
- (vii) SERVICE PROVIDER shall provide the authentic spare part numbers and applicable warranty while preparing the payment advice on OB Partner Panel ("OB-PP").
- (viii) The SERVICE PROVIDER to ensure the PLATFORM'S, proprietary OB-PP is accessible and active in the workplace at all times for receiving and responding to CUSTOMER job/product requests.
- (ix) The SERVICE PROVIDER shall assign at-least 2 key personnel trained to manage OB-PP at all times and to respond effectively to all notifications (email/sms) generated from PLATFORM, including but not limited to, New Jobs, Customer Messages, Estimate Revision Request etc. within 2 hours (working hours) of receiving.
- (x) The sole responsibility of issuing formal Tax Invoice to CUSTOMER for any particular job/purchase on OPEN BONNET platform lies with the SERVICE PROVIDER. OPEN BONNET Platform will issue only payment 'Advise' to customer which is just a summary of the final billing amount post any applicable deduction basis any promotion or loyalty point redemption.
- (xi) SERVICE PROVIDER shall ensure that all jobs/products details listed on OB-PP are accurate and listed under the correct category/ sub-category. OBT shall approve any job/products listed on OB-PP before they go live. SERVICE PROVIDER shall ensure that any changes to its listings or removal of listed job/products is notified immediately to OBT.

- (xii) The Service Provider shall ensure to keep the prices of the listed jobs/packages/products updated at all times. The listed price at the time of Job Creation by CUSTOMER shall be final and binding on the Service Provider.
- (xiii) The SERVICE PROVIDER shall at all times ensure that the prices of its listed jobs/packages/products or on promotions on OB-PP are not higher than the prices offered to the walk-in customers. OBT shall have the right to do sample checks to this effect on periodic basis.
- (xiv) As per policy, it is ONLY the PLATFORM that is allowed to accept CUSTOMER payments by processing credit/debit cards online and it is the responsibility of the SERVICE PROVIDER to ensure that under no circumstances payments are accepted directly by the staff of SERVICE PROVIDER.
- (xv) For all Jobs where CUSTOMER car is required to be at the workshop, SERVICE PROVIDER will ensure the handling is done with utmost care and any damage as claimed by the car owner shall be the responsibility of the SERVICE PROVIDER. Furthermore, SERVICE PROVIDER to ensure post-service the car delivery/handover is done only once the OB-PP status for the respective jobs changes to JOB COMPLETED/PAYMENT RECEIVED. Failure to do so may result in non-payment of billed amount to SERVICE PROVIDER.
- (xvi) If 3 or more jobs are found to be in 'Awaiting Payment' status for 10 days or more then the workshop listings shall be put on suspended mode and resolution shall be in hands of OBT.
- (xvii) Wherever under OB-PP it is required to submit/attach any acknowledgement/receipt document, the SERVICE PROVIDER shall ensure it is valid and duly signed by the receiving party. OBT may verify the authenticity of the submitted documents upon its discretion.
- (xviii) SERVICE PROVIDER shall ensure safe packaging of items listed under ESHOP / Accessories section at the time of handing over to courier representative. All listed items shall carry an un-conditional replacement warranty of 5 days from the date of delivery to the CUSTOMER.
- (xix) The employees of the SERVICE PROVIDER shall continue to be the employees of the SERVICE PROVIDER and work under its directions and shall not become or claim any employment from OBT by virtue of providing the services, irrespective of the location of their work.
- (xx) The SERVICE PROVIDER confirms that no representative of OBT has received or will receive anything of value of any kind from the SERVICE PROVIDER or its representatives in connection with this Agreement; and that none of them has a business relationship of any kind with the SERVICE PROVIDER.
- (xxi) The explicit terms of this Agreement confirm to all warranties, conditions, terms, undertakings and obligations implied by statute, common law, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- (xxii) If the SERVICE PROVIDER receives written notice from OBT of any breach of the SERVICE PROVIDER'S Obligations, the SERVICE PROVIDER shall at its own expense and as promptly as possible remedy the defect or error in question. If the SERVICE PROVIDER fails or neglects to rectify/ remedy the breaches, inspite of bringing to its notice, then OBT shall be entitled to terminate the Agreement as mentioned in the Clause 7 of this agreement.



- (xxiii) The SERVICE PROVIDER shall also immediately notify OBT in writing for any occurrence of any event which may result in disruption of the due performance of the SERVICE PROVIDER's Obligation under this Agreement.
- (xxiv) The SERVICE PROVIDER shall never persuade an OPEN BONNET's customer or try to obtain or use his/ her contact information (email, phone number etc) to directly contact them bypassing OPEN BONNET for promoting or soliciting additional sales offline or on another website at any stage in future. This shall be considered a critical offence which may result in the termination of this agreement.
- (xxv) The SERVICE PROVIDER has the sole responsibility to notify the changes to trade license or any information such as contact details, provided at the time of OB-PP profile creation.
- (xxvi) Service Provider agrees that it will not engage in any activity that interferes with or disrupts the Platform (or the servers and networks which are connected to the Platform). Service Provider shall not: (i) delete or revise any posted content; (ii) engage in spamming, including but not limited to any form of emailing, posting or messaging that is unsolicited; (iii) send or post infringing, obscene, threatening or other objectionable content violative of third party privacy rights; (iv) send or post any content containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (v) attempt to gain unauthorized access to the Platform or its related systems or networks.

OPEN BONNET hereby represents, warrants and confirms to Service Provider that:

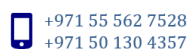
- (i) OPEN BONNET services are backed by a full time development and server management team. For workshops facing any issue, the point of contact will be Open Bonnet business team reachable anytime at our partner support helpline - partner@openbonnet.com or +971.58.9512500
- (ii) Details of all jobs handled by SERVICE PROVIDER will be available under OB-PP for download at any time & OPEN BONNET will maintain this data in the server for a period of minimum 3 years from date of transaction.

5. INDEMNITY:

- (i) SERVICE PROVIDER agrees and undertakes to protect, defend, indemnify and hold harmless OBT and its representatives from and against any and all liabilities, damages & any cost arising from or relating to:
 - a. Any regulatory / legal breach
 - b. Any breach of SERVICE PROVIDER'S Obligations
 - c. Any intellectual property infringement or claim of infringement
 - d. Any claim made by CUSTOMER related to the Services provided by the SERVICE PROVIDER
- (ii) In no event shall the Parties be liable to each other for loss of profits or revenues, indirect, consequential or similar damages arising out of or in connection with the Services, materials or assistance provided under this Agreement.
- (iii) The OB-PP is a proprietary workflow management solution developed exclusively for Open Bonnet. Under no circumstances can the SERVICE PROVIDER or its staff claim it to be their own property.
- (iv) Any misuse of the SERVICE PROVIDER'S OB-PP account arising out of unauthorised access shall be the sole responsibility of the SERVICE PROVIDER. Towards this extent the SERVICE PROVIDER needs to ensure the login credentials are only shared with the authorised staff.
- (v) Open Bonnet is a neutral aggregator platform and we don't arbitrate disputes, however in case if someone writes a review that the SERVICE PROVIDER's information is not true or about a bad experience which the SERVICE PROVIDER finds incorrect, the best option for the SERVICE PROVIDER'S representative would be to contact the reviewer or post a polite public response in order to clear up any misunderstandings. If the SERVICE PROVIDER believes that any particular user's review violates any of the OB's policies, it may write

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to OBT at admin@openbonnet.com and bring such violation to our attention. OBT may remove the review in its sole discretion if review is in violation of the Terms, or content guidelines and policies or otherwise harmful to the Services.

6. CONFIDENTIALITY

- (i) **“Confidential Information”**, for the purpose of the Agreement, means all valuable information, data, know-how, strategies, customers, products, business-related information or any other documents – both physical or digital, agreements or contracts obtained by the Parties as a part of business relationship, but excluding any information:
 - a. Which at the time/after disclosure becomes part of the public domain through the digital platform
 - b. Which can be shown to be possession before alliance
 - c. Which can be shown was obtained from a third party who is not under obligation to either Parties
 - d. Which is required by law or appropriate regulatory authorities to be disclosed, provided that disclosing Party notifies the disclosed Party in writing at-least 5 (five) days prior to such disclosure
- (ii) Both parties shall treat the Confidential Information in strict secrecy and shall not divulge the same, without prior written consent of the other Party, to any third party directly or indirectly except to those of its employees who might require knowledge of the same and are prohibited from use of this knowledge elsewhere.
- (iii) Both Parties hereby agree to assume full responsibility for any breach of confidentiality caused by its employees.
- (iv) If a Party commits a breach of, any provision of this Confidentiality Clause. The affected Party shall have the right to seek and obtain all judicial relief (including but not limited to specific monetary damages, interest and reasonable attorneys' fees and expenses) as may be ordered or awarded by a Court of law under this agreement.
- (v) Neither Party shall assign or transfer all or any of the rights or obligations under this Agreement to any third party without the prior written consent of the other Party.

7. TERMINATION:

- (i) Either party may terminate this Agreement by giving 45 days written notice at any time without assigning any reason subject to settling any amounts due prior to termination effective date.
- (ii) Upon Termination any proprietary information, documents, customer data, performed job details, any system/OB-PP access will be a property of OBT and shall be retained by OBT.

8. GENERAL TERMS

- (i) These T&Cs along with the main Partnership Agreement constitute the final agreement between the parties and replaces any previous agreements or understandings whether oral or in writing.
- (ii) Unless expressly stated otherwise in the Agreement, all notices, consents, approvals, waivers, amendments and other communications in connection with the Agreement must be in writing and agreed by both parties.

9. GOVERNING LAW & JURISDICTION

This Agreement shall be construed and enforced in accordance with the laws of the Emirate of Dubai, United Arab Emirates and shall be subject to the exclusive jurisdiction of the Courts in Dubai only.

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