

Jebelz.com Marketplace Seller Agreement, UAE

This MARKETPLACE SELLER AGREEMENT is made between **Etail Technologies – FZCO**, a company incorporated under the laws of United Arab Emirates which is operating **Jebelz.com**, an online marketplace, having its registered office at Technohub 1, Dubai Silicon Oasis, Dubai, UAE and the Seller.

1. PURPOSE AND SCOPE

1.1 The purpose of this agreement is to appoint the Seller as a marketplace Seller for Jebelz

1.2 The scope of this agreement covers any and all transactions that Seller performs using Jebelz Marketplace platform

2. TERMS AND CONDITIONS

These Seller Terms and Conditions (**Terms** or **Agreement Terms**) apply to Seller (**you** or **Seller**) to register and create an account on Jebelz.com (the **Site** or **we** or **us** or **our**), and use our services to sell products. By creating a Seller account with us, you agree to be bound by these Agreement Terms, and all policies, guidelines, and other terms incorporated on the Site (**Site Terms**).

Jebelz reserves the right to change Site Terms at any time at its sole discretion. Any changes will be effective upon posting the revisions on the Site without any further notice to you. You are responsible for reviewing any applicable changes. Your continued use of the Site and Jebelz services following Jebelz's posting of any changes will constitute your acceptance of such changes. If you do not agree to any change to these Agreement Terms, you must not continue to use the Site and or Jebelz services

2.1 Jebelz Services: We offer web and mobile platforms for you to offer products to end-users, and complete transactions. Jebelz provides you with technology and services such as order management, fulfillment, all shipping and handling, cash collection and processing of the payment, and call center and customer support (Services). The Site and Services are provided AS-IS basis, and Jebelz disclaims all liabilities relating to Services, Site, and products and services that Seller offers to end-users. As a Seller, you use the Site and the Services at your own risk, and Jebelz bears no risks relating to your products, and all rights and liabilities therein.

2.2 Seller Account: The seller registration process will result in the creation of a Seller account with us. We may also assist Sellers in creating an account after receiving the necessary information. You must first familiarise yourself with the sale process set out on the Site and all Site Terms. You must ensure that your products correspond to the images uploaded and information supplied on the Site. If you choose, or you are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification name or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. We also have the right to disable selective products and images provided by the seller at any given time. You must not register under a false name and impersonate any other Sellers' log-in credentials, or password(s). You can only register for a single account by default unless otherwise agreed upon by Jebelz. Such fraudulent conduct is a violation of applicable federal, local or international laws and regulations (Applicable Laws). You agree to provide all relevant information to Jebelz while your account is active.

2.3 Seller Duties: The Site and Services may be used only for lawful purposes and in a lawful manner. You must comply with all Applicable Laws of the land. You must obtain all relevant approvals or licenses such as from a government agency or brand, etc. for selling products on Site and in territories where products are sold.

2.3.1 Product Selection: Jebelz and the Seller will mutually agree on a minimum assortment which can be mutually reviewed once at the start of every month

2.3.2 Continuous availability: The Seller must ensure continuous availability, which means, 80% of the agreed assortment is live on all days of the month.

2.3.3 Order fulfillment: The Seller must fulfill 95% of the orders assigned to them in selected products for any month. The seller must provide the orders at the price at which the order was placed, rather than the latest price updated by the seller after such orders were placed, if any.

2.3.4 Fulfillment TAT: The Seller must fulfill 85% orders in 48 hours and 99% in 72 hours.

2.3.5 Returns: If any of the products supplied by the Seller are returned as damaged or Dead-on-arrival (DOA) or used or refurbished by the customer within 14 days of delivery to Jebelz's customer, such products will be returned to the Seller. Also, the Seller must have less than 1% returns during any month.

2.3.6 Payments: Jebelz will work with the Seller on a credit period of 14 Days from the date of delivery.

2.3.7 Product authenticity:

2.3.7.1 The Seller hereby confirms that they will only sell items that correspond to its image(s) or description on Jebelz.

2.3.7.2 The Seller also confirms that they will not sell any used, counterfeit, refurbished, or damaged products on Jebelz. The sale of counterfeit products, including any products that have been illegally replicated, reproduced, or manufactured, is strictly prohibited. If an infringing product or listing is discovered on Jebelz.com, the product will be removed, at the sole discretion of Jebelz.com. Further, the Seller will be subject to being permanently banned from selling on the site, all the funds which are due to be paid would be withheld, and further legal action would be pursued.

2.3.7.3 Selling Counterfeit items is considered fraud under the UAE Federal Law No. 4 of 1979 and Federal Law No. 37 of 1992. Also, as per the new "Anti-Commercial Fraud Law" passed by UAE Federal National Council (FNC), sale of a counterfeit item and is liable to a minimum fine of AED 50,000 (up to AED 250,000) to the government. Failing to comply with this clause may cause immediate termination of contract and penalty up to AED 50,000

2.3.8 If the Seller is an authorized distributor for any brand, then they should provide a distribution letter or certificate from the brand and also provide a warranty as per region law.

2.3.9 You agree that you will (i) not sell any products that may intentionally result in injury/ damage to people/ properties (ii) provide trade license (iii) provide the required warranties and maintenance for the purchased products in accordance with market practices, Jebelz policies, and Applicable Laws; and (iv) remain responsible for after-sales services, guarantees and maintenances, and defects. Products that are hazardous to health and safety will require additional warranties and higher safety standards as may be

required by the federal or local government or law enforcement agencies. Liabilities for not following relevant safety and health requirements or selling products hazardous to individuals or properties will be at your sole risk and cost. We will reject products that fall under our prohibited item list, a copy of which is available on the Site, and with your business contact at Jebelz.

2.4 Jebelz Policies: Site Terms are applicable to all activities or transactions made on or via the Site. If Jebelz is notified by a seller or a third party brand owner, or via a court, administrative, or government order that the products or a portion violate the Intellectual Property Rights or IPRs (which expressions shall include without limitation (i) copyright, patents, database rights and rights

in trademarks, designs, know-how and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; and (iii) all other IPRs and equivalent or similar forms of protection existing anywhere in the world) or any other rights of any third party or any Applicable Laws, Jebelz may remove such products from the Site and Jebelz warehouses (if relevant) at its sole discretion or ask Seller to remove such products within a reasonable timeframe notified in writing. Seller acknowledges that Jebelz may from time to time introduce and implement new business rules, and customer care guidelines. Additionally, we are under no obligation to provide any information, material, or document to you, including following termination of these Agreement Terms or cancelation of a Seller account. You have no option other than to accept test reports from a reliable international agency engaged by us to verify the authenticity of your products. Selling Counterfeit items is considered a fraud and under the new "Anti- Commercial Fraud Law" passed, the sale of a counterfeit item is liable to a minimum fine of AED 250,000 (up to AED 500,000) to the government. Failing to comply with this clause may cause immediate termination of the contract and a penalty up to AED 50,000.

2.4.1 Fees & Payment Policies: (Commission Structure is available in Appendix Table 10.) Seller will incur order processing charges, shipping fee, and commission percentage. The seller can verify reports for each payment cycle through the seller account. In addition to Jebelz's fees and commissions, Jebelz may deduct any amounts due in form of chargebacks, reversals, or withheld for anticipated claims in accordance with these Agreement Terms.

Payments would be done on basis of the agreed payment cycle. By default, Jebelz will work on 14 days payment cycle from the date of delivery. Payments would be done for all delivered items only. All charges levied by the seller's bank will be borne by the sellers. All payments made by Jebelz would be in AED and the seller would be liable for all FX gain/loss.

2.4.2 VAT: All the products on Jebelz, starting from 01st January 2018, should be listed by sellers with prices inclusive of VAT. It is your responsibility as the seller of the goods to report the VAT on the sale of goods to the customer and remit this in your VAT return.

2.4.3 Returns Policy:

2.4.3.1 Non-delivered returns

All Non delivered returns from 45 days from shipping (dropship) will be returned back to you. As a policy Jebelz last-mile team attempts three deliveries for each shipment post which the item is considered as a non-delivered return

1. No Commission or processing fee will be charged to you
2. In transit damage from the courier will be resolved on a dispute-based system

2.4.3.2 Customer initiated returns

For Customer complaints within 14 days from delivery of the item, information will be provided to you regarding customer return items. Complaint items would be returned to you within 20 days of delivery. Shipping fees will be charged from you for customer returned orders and this will be deducted in the next payment cycle.

2.4.4 Warranty

Jebelz will accept both Manufacturer's warranty and the seller's warranty. The period of warranty would be 12 months for UAE sellers. The seller must repair and return the items within 10 days.

3. OPERATIONS POLICY

3.1 Infrastructure requirements

3.1.1 Trade license copy: As a seller, you should have proper licenses for selling the listed items in your origin geography.

3.1.2 Internet Connection: This is a must for the seller to sell on Jebelz. Also, as a seller, you should be computer literate.

3.1.3 Shipping Location: You should have a fixed location for the handover of the items. If there are multiple addresses for the seller then multiple accounts need to be created and inventory should be managed on location account level by sellers.

3.1.4 Verified Email Address: The seller should have a verified email address.

3.1.5 Contact number: Seller should have a valid verified contact number.

3.1.6 Bank Account number: The seller should have a valid local account number.

4. CATALOGING POLICY

4.1 Sellers have to fill the catalog on the seller center. Only QC as a service will be available for the marketplace.

4.2 Items, where complete information cannot be provided by the seller, will have to come to the cataloging team through category managers as a part of the current process.

4.3 Initially there is no charge for cataloging service but this would be introduced later.

4.4 Bulk uploads will have to be done in the seller center based on templates.

4.5 Sellers must provide listing according to specified guidelines of the category of item. Nominal charges may be applied later on by Jebelz to prepare a listing according to guidelines.

4.6 Any listing can be rejected at any time by Jebelz at its own discretion

5. MARKETING AND PROMOTIONS POLICY

5.1 Jebelz Marketing Team will create promotions and define criteria to join the promotion for sellers

5.2 Seller will be able to view and join promotions before the starting date if he fulfills the criteria.

5.3 Every promotion has 3 dates: Registration date, start date, and end date.

6. TERM OF AGREEMENT, TERMINATION, AND CANCELLATION

6.1 Unless terminated as provided below, this Agreement will be effective for a period of 1 year. Jebelz reserves the right to renew or extend the Agreement for up to () additional one-year periods at the same terms and conditions as set forth herein.

6.2 Jebelz may terminate the agreement, in whole or in part, without cause at any time by giving the Seller not less than one (1) month's written notice of termination and vice versa

This Agreement constitutes the entire agreement between Jebelz and the Seller with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings.

7. **For items below or equal to AED 100** – We will charge only a flat 19% commission.

8. **Order Processing Fee** - An order processing fee of AED 7 on all orders having items worth more than AED 100.

9. **Commission Structure:** Jebelz will charge commission percentage as shown in below table
Marketplace Commission

Category	Commission %
Coffee Makers & Kitchen Equipment's	
Coffee Machines	14%
Coffee Grinders	14%
Coffee Accessories	14%
Beverage Equipment	14%
Refrigeration	14%
Ice Equipment	14%
Dishwashing Equipment	14%
Delivery and Storage	14%
Food Holding and Warming Equipment	14%
Commercial Oven	14%
Food Preparation Equipment	14%
Electronics	
Mobiles	3.40%
Mobiles Accessories	9%
Screen Protectors	9%
Bluetooth Devices	9%
Sim Cards	9%
Landline Phones	9%
Tablets	3.40%
Tablets Accessories	9%
Prepaid Cards	3.40%
Headphones & Headsets	9%
Laptops	4%

PCs	4%
CPUs & Processors	4%
Hard Disks	4%
Motherboards	4%
Network cards & Adapters	4%
Notebooks	4%
Servers	4%
Video Cards	4%
Computer Fans	4%
Computer Monitors	4%
Optical Drives	4%
Sound Cards	4%
Computer Casing	4%
DVD and Blu-ray Players	4%
Televisions	4%
Home Theatre Systems	4%
Projectors	4%
Cameras	4%
Camcorders	4%

CD Player & Recorders	4%
Stereo Systems and Equalizers	4%
Amplifiers and Receivers	4%
Speakers	4%
MP3 & MP4 players	4%
Telephones	4%
Satellite Receivers	4%
Recording and Studio Equipment	4%
Analogue Cameras	4%
Power Banks	4%
Camera and camcorder Accessories	10%
Projectors Accessories	10%
TV and Satellite Accessories	10%
Cable	10%
Digital Photo Frames	10%
Batteries	10%
Microphones	10%
MP3, MP4 Players Accessories	10%
Security & Surveillance Systems	10%
Chargers	10%
Telephone Accessories	10%

TV Mounts	10%
Interchangeable Lenses	10%
Binoculars and Telescopes	10%
CD Recording Media	10%
Portable Radios	10%
Clock Radios	10%
Universal Remote Controls	10%
Tuners	10%
Still Films	10%
Video Tapes	10%
Portable Cassette & CD Players	10%
3D Glasses	10%
Fax Machines and Shredders	5%
Multifunctional Printers	5%
Scanners	5%
Printers	5%
Ink Cartridges	10%
Printer And Scanner Accessories	10%
Stationery	10%
Label Printers	10%
Game Consoles	5%
Video Games	10%
Games Gadgets & Accessories	10%
VR Gadgets	10%
Blank CDs	4%
Blank DVDs	4%
Software	10%
Webcams	10%
Barcode reader	10%

Mouse	10%
Docking Station	10%
Keyboards	10%
Power supplies	10%
Router	10%
Cooling Pads	10%
Computer & Laptop Accessories	10%
USB Flash Drives	10%
Card Readers / Writers	10%
Memory Cards	10%

Media Gateways	10%
USB Hubs	10%
Skins & Decals	10%
3D Printers	10%
Internet Packages	10%
Watches	
Watches	14%
Watches Accessories	14%
Toys	
Toys	10%
Vehicle Parts and Accessories	
Car Audio	5%
Car Speakers	5%
Sub-Woofers and Amplifiers	5%
GPS Receiver	5%
Car Vision	5%
Car Video	5%
GPS Accessories	5%
Car Audio and Video Accessories	5%
Car Care Products	5%
Keys & Key Chains	5%
Car Parts	5%
Vehicle Fluids	5%
GPS Navigators	5%
Tires & Wheels	5%
Motorcycle Parts	10%
Tools & Safety	
Safety And Work Wear	10%
Power Tools	10%
Hand Tools	10%
Nails	10%
Screws & Fixings	10%
Measuring & Layout Tools	10%
Power & Hand Tools Accessories	10%

Electrical Accessories	10%
Drills	10%
Sports and Fitness	
Fitness Technology	5%
Sports Equipment	10%
Sporting Goods	10%
Outdoor Play	10%
Scooters & Ride-On	10%
Treadmills	10%
Balls	10%
Bikes & Bicycles	10%
Pet Food and Supplies	
Pet Supplies	9%
Pet Food	9%
Perfumes	
Perfumes	14%
Fragrance Gift Sets	14%
Kitchen and Home Supplies	
Kitchen and Dining	10%
Home Supplies	10%
Cookware	10%
Drinkware	10%
Cutlery & Flatware Sets	10%
Baking Tools & Accessories	10%
Fruit &Vegetable Tools	10%
Kitchen Measuring Tools	10%
Dinnerware & Serve ware	10%
Cooking Utensils	10%
Cleaning Products	6%
Jewellery & Accessories	
Fine Jewellery	5%
Rings	14%
Necklaces & Pendants	14%

Earrings	14%
Bracelets	14%
Loose Gemstones & Diamonds	14%
Jewellery Sets	14%
Jewellery Accessories	14%

Men's Jewellery	14%
Charms	14%
Home Décor & Furniture	
Light Bulbs	10%
Home Decor	10%
Bedroom Furniture Sets	10%
Clocks	10%
Aquariums & Indoor Fountains	10%
Rugs & Carpets	10%
Lamps & Lightings	10%
Paint & Supplies	10%
Decorative Pillows & Cushions	10%
Table Linens	10%
Curtains	10%
Mirrors	10%
Frames	10%
Wallpaper & Decals	10%
Kitchen & Dining Rooms Furniture Sets	10%
Beds & Bed Frames	10%
Living Room sets	10%
Office Furniture	15%
Tables	15%
Sofas	15%
Bean Bags & Ottomans	15%
Storage & Organization	15%
Garden Furniture	15%
Chairs and benches	15%
Health & Personal Care	
Health And Personal Care	9%
Sports Nutrition	9%
Bath & Body	9%
Men's Grooming	9%

Small Medical Equipment	9%
Electrical Personal Care	9%
Dental Care	9%
Thermometers	9%
Personal Scales	9%
Dietary Supplements	9%
Vitamins & Minerals	9%
Hair Styling Electronics	9%
Body Massagers	9%
Electric Toothbrushes	9%
Electric Shavers & Removal	5%
Grocery, Food & Beverages	

Baby Food	6%
Plastic & Paper Products	9%
Laundry	9%
Snacks & Bakery	9%
Shampoos & Conditioners	9%
Deodorants & Antiperspirants	9%
Hair Dyes	9%
Garden and Outdoors	
Camping Goods	10%
Garden Decoration	10%
Gardening And Watering Equipment	10%
Barbecue Grill & Smokers	10%
Barbecue Tools and Grill Accessories	10%
Smoking Accessories	10%
Pest Control	10%
Flowers	15%
Eyewear and Optics	
Eyewear Accessories	14%
Eyewear	14%
Contact Lenses	14%
Glasses Frames	14%

Footwear	
Shoes Accessories	14%
Boots	14%
Sandals	14%
Casual & Dress Shoes	14%
Slippers	14%
Athletic Shoes	14%
Clothing	
Scarves & Wraps	14%
Hats & Caps	14%
Rompers & Overalls	14%
Jumpsuits	14%
Belts	14%
Ethnic & Traditional Wear	14%
Underwear	14%
Tops	14%
Swimwear	14%
Suits	14%
Sleepwear	14%
Skirts	14%

Shorts	14%
Pants	14%
Jackets & Coats	14%
Costumes	14%
Sportswear	14%
Accessories	14%
Dresses	14%
Uniform	14%
Maternity Wear	14%
Women's Lingerie	14%
wigs	14%
Shirts	14%
T-shirts	14%
Books	
Lifestyle Books	5%
Magazines	5%
Children's Books	5%

Business & Trade Books	5%
Education, Learning & Self-Help Books	5%
Comics & Graphic Novels	5%
Literature & Fiction	5%
Bed & Bath	
Bathroom Accessories	10%
Bed Pillows	10%
Towels	10%
Showers & Shower Heads	10%
Blankets & Throws	10%
Bedding Sets & Components	15%
Mattresses	15%
Beauty	
Makeup	9%
Skin Care	9%
Hair Care	9%
Beauty Tools and Accessories	9%
Beauty Gifts and Sets	9%
Hair Tools & Accessories	9%
Soap & Shower Gel	14%
Bags and Wallets	
Specialty Bags & Carry Cases	10%
Backpacks	14%
Handbags	14%
Trolley Suitcases & Bags	14%

Wallets	14%
Duffle Bags	14%
Packing & Bags Accessories	14%
Baby	
Diapers	10%
Baby Safety and Health	10%
Feeding	10%
Baby Toys and Accessories	10%
Baby bags	10%

Baby Gift Sets	10%
Baby Accessories	10%
Baby Bath & Skin Care	10%
Baby Gear	10%
Baby Clothes	10%
Nursery Furniture & Décor	10%
Art, Crafts and Collectibles	
Drawings & Paintings	10%
Handcrafts	10%
Sculpture & Carvings	10%
Maps	10%
Atlases & Globes	10%
Antiques	10%
Prints	10%
Posters & Photographs	10%
Islamic, Ethnic and Digital Art	10%
Coins, Stamps and Paper Money	
Coins	10%
Stamps	10%
Coins & Stamps Accessories	10%
Paper Money	5%

ETAILED TECHNOLOGIES - FZCO

Zeeshan Anwer
CEO

S TREE GENERAL TRADING

Imad Benharouga