

## **Vendor or Service Provider Agreement**

This Vendor or Service Provider Agreement, the Website or Mobile Applications and all policies and additional terms posted on and in our sites, applications, tools, and services (collectively "Services") set out the terms on which Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) offer you access to and use of our Services. The Website or Mobile Application Terms of Use, in addition to this agreement, you agree to all other policies and additional terms posted and incorporated into User Agreement posted on [https://mycarsrepair.com/term\\_condition](https://mycarsrepair.com/term_condition). You agree to comply with all terms of this User Agreement when registering, accessing, or using our Services.

### **(1) Definitions:**

- (a) The entity you are contracting with is Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair), and its subsidiaries, affiliates, incorporated under the laws of UAE in Dubai Internet City, P.O. Box 121161 Dubai UAE. In this User Agreement, these entities are individually and collectively referred to as Macros FZ L.L.C. (and its affiliates Macros, Macros Online, Macros Solutions, Repair My Car, "we," or "us. "Platform"
- (b) Seller/Service Provider/Vendors or vendors you are contracting with through Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair), and other subsidiaries, affiliates in this User Agreement, these entities are individually or collectively referred to as "Seller/Service Provider/Vendors" "Vendors" "Merchants" "Service Providers" "them"

This Partnership Agreement outlines the terms governing our business relationship. By signing this agreement, you also acknowledge and accept the comprehensive terms of partnership as detailed in the User Agreement published by Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair), including its subsidiaries and affiliate branches

### **(2) Terms of the Partnership Agreement**

This partnership agreement is made on the 12/03/2024

- a) Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair), represented by Ninan Plamoottil Ninan, incorporated under the UAE law, registration number 100227, located in Dubai Internet City.
- b) And BADLANDS PERFORMANCE AUTOMOTIVES GARAGE EST. represented by incorporated under the UAE law, registration number 1082108, located in Al Quoz. The Partnership shall commence upon the date of this Agreement, as set forth above. Unless sooner terminated pursuant to the further provisions of this Agreement, the Partnership shall continue without defined term.

### **(3) Becoming Macros Service Provider or a vendor**

Service provider hereby appoints and authorizes Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) to provide online services on their behalf at the location strictly pursuant to applicable laws and regulations in accordance with the terms of this agreement, the service instructions, and Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) policies.

- a) BADLANDS PERFORMANCE AUTOMOTIVES GARAGE EST agrees to become one of Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) service provider and vendors on the Repairmycar and or mycarsrepair platform to provide services for end customers.
- b) In this agreement, you agree to the onboarding process set out by Macros FZ L.L.C & Repairmycar and or mycarsrepair).
- c) In connection with using or accessing our Services, or become a service provider you agree to comply with User Agreement, our policies, our terms, and all applicable laws, rules, and regulations

e)

- f) **Quotes for Original Parts Only:** The service provider shall provide quotes exclusively for original manufacturer parts during repair services. No aftermarket or third-party parts shall be included in the initial quote unless explicitly requested by the customer.
- g) **Authorization for Aftermarket Parts:** If the customer consents to the use of aftermarket parts, the service provider must obtain written authorization. This consent shall be documented and retained as proof of agreement.
- h) **Retention of Parts:** After completing the repair job, the service provider shall retain all replaced parts within the customer's vehicle. If any parts are not present in the vehicle, the customer has the right to request a full refund in case of discrepancies.
- i) **Warranty Period:** The vendor/seller/service provider shall provide a minimum one-month warranty for any repair or service they perform. During this period, they guarantee that the repair or service will be free from defects and will function as intended.
- j) **Response Time for Quotes:** The vendor/service provider shall reply to customer queries and submit quotes within 24 hours from the time of notification. Timely communication is essential to ensure efficient service delivery and customer satisfaction.
- k) **Upselling or Cross-Selling:** Any upselling or cross-selling of services or products for a customer routed from mycarsrepair or Repairmycar shall result in a new quotation provided through our software or platform.

#### (6) Advertising and Promotions:

- a) **Marketing and Promotion Obligations:** The service provider agrees to actively market and promote their services through Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) online and offline channels. This effort aims to enhance the goodwill associated with both the service provider and Macros.
- b) **Participation in Promotional Programs:** The service provider further agrees to participate in Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) promotional programs and campaigns. They may also promote the services provided by Macros in their own advertising and promotional materials across various media, including radio, television, internet, or print. However, such promotion is subject to approval from Macros.
- c) **Content Publication and Promotion:** Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) reserves the right to publish and promote the service provider's listings, including related content such as username, product reviews, and feedback. This promotion may occur on the company's websites, applications, services, and tools, as well as those operated by other corporate family members or cooperating third-party operators.

#### (7) The use of Macros Software or services

- a) The Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) software is made available to the company on a nonexclusive basis. The service provider hereby agrees to use the Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) software solely for the purpose of providing services as described in this agreement and the user agreement.
- b) Furthermore, the service provider undertakes not to:
- c) **Copy, reproduce, or decompile** the software.
- d) **Reveal, disclose, or otherwise communicate** directly or indirectly any information or guidelines concerning the Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) software to any third party without prior written approval from Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair).

#### (8) Authorization to Contact You

- a) Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) may contact you using autodialed or prerecorded calls and text messages, at any telephone number that you have provided us, to: (i) notify you regarding your account; (ii) troubleshoot problems with your account; (iii) resolve a dispute; (iv) collect a debt; (v) poll your opinions through surveys or questionnaires; or (vi) as otherwise necessary to service your account or enforce this User Agreement, our policies, applicable



#### (4) Listing Conditions

When listing your products or services for sale on our website or mobile services, you agree to comply with Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) listing policies. By listing your items, you acknowledge and agree to the following:

- a) **Responsibility for Accuracy:** You assume full responsibility for the accuracy and content of the item or services offered in your listing.
- b) **Search Visibility Delay:** Your listing may not be immediately searchable by keyword or category. In some cases, it may take up to 48 hours (about 2 days) for your listing to become fully searchable. Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) will review your onboarding status and business legitimacy during this time.
- c) **Content Compliance:** The content you provide in your listing must adhere to all our listing policies. Any images, videos, or text violating these policies may be modified, obfuscated, or deleted at Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair)'s sole discretion.
- d) **Data Revisions:** We reserve the right to revise product or service data associated with your listings. This may involve supplementing, removing, or correcting information as needed.
- e) **Recalled Products:** You agree not to sell and promptly remove any listings for products recalled by a manufacturer or governmental agency. If the sale of a product or service is prohibited by law or poses a health or safety hazard, it must be removed from your listings.
- f) **Safety and Performance Responsibility:** Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) assumes no responsibility or liability for the safety or performance of any product or service you list or sell using our platform. You are solely responsible for any non-conformity, defect, or compliance with public or private recalls related to your listing

#### (5) Fees Charges & Policies

**Fees:** The fees we charge Seller/Service Provider/Vendors for using our Services as listed below, the fee is calculated based on the amount of the sale and is determined per invoice.

- Subscription fees: 2000 Dhs annually

- Marketing & Development fees: 3000 Dhs annually

**Commission based services- Per Invoice**

- All service including but not limited to Inspection, Servicing, Mechanical, Tyers, Battery, Spare Parts @ 12.5%

- Bodywork, Detailing, Window Tenting, Interior Refurbishment @18%

- Insurance @ 10%

- Pick up and drop off: 51 Dhs per route (paid by Macros if customer chose a different garage/service provider for repair)

- a) **Change in Selling Fees:** Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) reserves the right to modify selling fees periodically. Such changes will be communicated by posting them on the company's website at least fourteen (14) days in advance. However, no advance notice is required for temporary promotions or fee reductions.
- b) **Seller/Service Provider/Vendor Liability:** If you are a Seller, Service Provider, or Vendor, you are responsible for fees related to all sales conducted using any of our Services. This includes cases where sales terms are finalized, or payments occur outside of Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair).
- c) **Prohibition on External Contact Information:** Sellers must refrain from offering or requesting contact information in the context of buying or selling outside of Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair). Violation of this provision may result in a penalty of an additional 50% applicable to the item or service sold and could lead to immediate contract termination and removal from the platform.
- d) **Payment Routing and Deduction:** All payments made by buyers will be processed through Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair). The company will subsequently remit payment to the Seller/Service Provider/Vendor (you) within 7 working days, deducting any agreed-upon fees

law, or any other agreement we may have with you. Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair). may also contact you using autodialed or prerecorded calls and text message: for marketing purposes (e.g., offers and promotions), If you consent to such communications. Our collection, use, disclosure, retention, and protection of your personal information is governed by our User Privacy Notice.

### (9) Termination

This agreement shall commence on the effective date and continue in force for undefined term, renewal of the agreement is automatic unless agreed otherwise

This agreement may be terminated by either party upon providing **three months' written notice** to the other party. This agreement might be terminated immediately by either party if any of the following occurs

- Any material breach of the terms of this agreement or the user agreement.
- If any party does not pay its dues and debts as they become due admits in writing its inability to pay its debts, makes assignment for the benefits of creditors or commits an act of bankruptcy or insolvency laws or similar legislation of any relevant authority
- Any representation or information provided to Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) is or was false or misleading at the time of such disclosure
- If any of the parties to this agreement is in violation of any international federal state or provincial or local laws applicable, without limitation to Anti-Money Laundering legislation, convicted of criminal offences involving fraud and or dishonesty.
- Any change in control of the ownership of the service provider's company structure that was not communicated and audited by Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair), in which case, Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) in its own discretion to approve the continuation of this agreement as set out
- In the event Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) determines in its sole discretion that compliance with this agreement would cause FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair) or any of its affiliates to potentially violate any local, provincial, or federal law or regulation

On Behalf of: Macros FZ L.L.C. (and its affiliates Repairmycar and or mycarsrepair)	On behalf of Service Provider
Name: <u>Mohamed Ashraf</u>	Ninan Plamoottil Ninan
Signature: <u>[Signature]</u>	<u>[Signature]</u>
Date: <u>12-03-2024</u>	12/03/2024

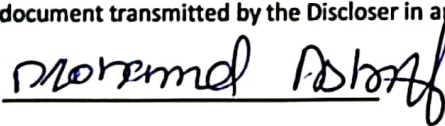
## Confidentiality & Non-Disclosure Agreement

The undersigned acknowledges that any information provided by in the attached business proposal or any other document received by the Undersigned, other than information that is in the public domain, is confidential in nature. It is agreed that any disclosure or use of same by the "Recipient" will constitute an infringement and breach of this Agreement.

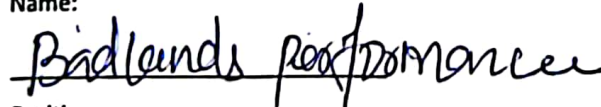
It is hereby agreed that all copyright, trademark, trade secrets and other intellectual property rights in the proposal of business shall remain at all times the sole and exclusive property of Macros FZ L.L.C. Hereinafter referred to as "Discloser", Recipient shall have no right or interest in the information contained therein except for the right to access and use the information herein to review, assess and provide feedback on the proposal submitted by the Discloser. Recipient acknowledges that ideas/business proposal are confidential and have been developed through the expenditure of substantial skill, time, effort, and money, and Recipient further acknowledges that Recipient will not publish, distribute, or otherwise make available to third parties any information derived from or relating to this project proposal. Recipient undertakes that Recipient will not copy, modify, de-compile, reverse engineer, and make derivative works of this project proposal or any information contained therein. Recipient acknowledges that a breach of this Agreement would be harmful to the business interests of the Discloser. Recipient acknowledges that monetary damages alone may not be a sufficient remedy for a breach of this Agreement. Recipient acknowledges that to the extent that such a remedy may be available, the Discloser, without limitation, is entitled to, in accordance with the laws of England, interim, interlocutory, and permanent injunctions, or any of them, to prevent breach of this Agreement; and Recipient acknowledges that Recipient shall be deemed to be in breach of this Agreement if Recipient discloses or uses or attempts to disclose or use all or any part of the Confidential Information except as permitted by this Agreement.

Therefore, the undersigned agrees not to disclose any information relating to this Agreement without express written permission from Macros FZ L.L.C. Upon request, the undersigned reader will immediately return any document transmitted by the Discloser in any way, shape, or form.

Recipient:

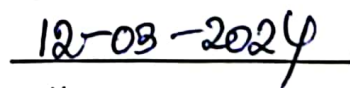


Name:



Position:

Signature and Date:



Seal/Stamp:

