

# myBiz MARKETPLACE- PARTNER AGREEMENT

## 1 MyBiz Partners

- 1.1 MyBiz is a product of XPERTS MATRIX INFORMATION TECHNOLOGY NETWORK SERVICE.
- 1.2 This Agreement sets out the terms upon which MyBiz (“MyBiz”, “we” or “us”) agrees to provide to you (“Partner” or “you”) access as a ‘Partner’ to our ‘MyBiz Marketplace’ online platform (the “Marketplace”) through which you may promote, offer and contract for the sale of your Services and the supply of your services (“Services”) to certain third party purchasers who are our registered customers on the Marketplace (“Customer”).
- 1.3 The agreement (the ‘Agreement’) is made on the between XPERTS MATRIX INFORMATION TECHNOLOGY NETWORK SERVICE, a Sole Establishment incorporated in Dubai, UAE with registered address at Al Musalla Tower, Bur Dubai, Dubai, UAE and Company/Freelancer who registered on the makemybiz.app (the ‘Partner’), and is authorized to legally provide services within UAE.

## 2 Your Services

- 2.1 You may only offer Services and sell and supply Services on the Marketplace to the Customer(s) which you are registered to offer as per contract and available to them on the Marketplace.
- 2.2 **You have full capacity and authority to enter into and to perform this agreement.**
- 2.3 There are no actions, suits or proceedings or regulatory investigations pending or, to that your knowledge, threatened against or affecting you before any court or administrative body or arbitration tribunal that might affect the ability of you to meet and carry out your obligations under this agreement.
- 2.4 You comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture (if applicable), packing, packaging, making, storage, handling, delivery and performance of the Services.
- 2.5 For the avoidance of doubt, the **Marketplace operates as an intermediary platform** with functionality which allows such Partners and Customers to contract directly with each other and, whilst we may on occasion provide ancillary services for the fulfilment of that contract, we do not in any circumstances act as the agent or representative of either you or the relevant Customer in relation to any such transactions.
- 2.6 You will offer each Service for sale on the Marketplace. A Customer may purchase a Service from you on the Marketplace through “Direct Booking”: the price of a Service is fixed and the Service Order is completed on the Marketplace.
- 2.7 In consideration for the services provided by us to you under the terms of this Agreement, **you agree to pay to us service fees of 20% of each payment received from the customer.**
- 2.8 Any Commission deductible from a Direct Booking will be automatically deducted at the time of payment by the Customer. We shall withhold the Commission and pay you the outstanding sums due to you within 15 days after month end in which payment was received, to a bank account nominated by you during initial registration and can be changed anytime through our Customer Support Team. We shall send you an invoice for the Commission regarding our intermediary services on monthly basis.
- 2.9 Without prejudice to any other right or remedy that we may have, if you fail to fulfill the order as per date mentioned in the service order or services listed on marketplace or within duration of any package purchased by the customer, entire amount will be refunded to the customer and we may suspend your ability to access your Account or any other part of the Marketplace, although we may choose to retain any content which you have previously published on the Marketplace.
- 2.10 If Customer cancels your Service sale transaction prior to the delivery of the Service to the Customer and the Customer is refunded in full by you outside Marketplace, Commission will still be payable by you to us in relation to that Service sale transaction.
- 2.11 As a marketplace, **we will also be sending a Tax Invoice on your behalf to customers for the services purchased on marketplace.** We only act as an intermediary, save for in the instances of a complaint from a Customer in relation to you or the invoice, you will be required to settle all misunderstanding directly with the customers & we only act as intermediary providing this service to generate automatic invoices and receipts and sharing with customer on your behalf.
- 2.12 In particular, you warrant that you will not engage in any action with a Customer on the Marketplace designed to complete or facilitate a transaction away from the Marketplace, save for where you engage with a Customer through a Referral

### 3 Content Policy

- 3.1 You are responsible for all content which you upload and display on the Marketplace relating to your Services (e.g. Description, Cost etc.), including all information, text and images (“Partner Content”). All Partner Content will be uploaded and managed by you and you are responsible for keeping all Partner Content uploaded up to date and for ensuring that it comprises all relevant information to be displayed on the Marketplace in relation to your Services.
- 3.2 You are solely responsible for all elements of your Partner Content including its accuracy, ownership, and legality.
- 3.3 You shall not use, send, display, post, publish, submit, upload or otherwise transmit to the Marketplace or to us or any Customers that: (i) is pornographic, sexually explicit or offensive or contains a link to an adult website; (ii) contains violence; (iii) conveys a message of hate against any individual or group; (iv) encourages or glorifies drug use; (v) is predatory in nature, or is submitted for the purpose of harassment or bullying; (vi) is highly repetitive and/or unwanted including “spam” messages; (vii) promotes or incites racism, bigotry, hatred or physical harm of any kind against any group or individual; (viii) constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, invasive of privacy or is otherwise reasonably determined by us to be objectionable or injurious to any third parties; (ix) furthers or promotes criminal activity or provides instructional information about illegal activities; (x) violates or attempts to violate the privacy rights, publicity rights, intellectual property rights, contractual rights or any other rights of any person; or (xi) breaches any applicable law, rule or regulation. We reserve the right to investigate and take appropriate action against anyone who, in our sole discretion, violates these provisions including removing the offending content without prior notice, terminating or suspending your Account or access to the Services and/or reporting such content or activities to law enforcement authorities.
- 3.4 You may not collect, store or otherwise process personal data about any Customer except as permissible under applicable data protection legislation and in accordance with the privacy policy displayed on the website.
- 3.5 You will not use, send, display, post, publish, submit, upload or otherwise transmit to the Marketplace, to us or to any Customers that contains viruses, worms, trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which allows your Account or any part of the Marketplace to function in any manner not incorporated by us in its original design and/or in a manner damaging to the name or reputation of the Marketplace.

### 4 Exclusivity

- 4.1 This Agreement does not grant any exclusive rights to the Partner. The Partner acknowledges that no Customer is obliged to order any Services or services exclusively through the Marketplace or at all and that the Marketplace may include Partners offering Services or services similar to or otherwise competitive with the Services of the Partner.

### 5 Intellectual Property Rights

- 5.1 The entry into and performance of the provisions of this Agreement does not constitute any assignment or transfer to you of any right, title or interest in or to any of our Intellectual Property Rights.
- 5.2 You hereby agree to defend, indemnify and hold harmless MyBiz and its Parent Company, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, from and against any and all claims, actions, demands, liabilities, obligations, losses, damages, judgments, settlements, costs, and expenses (including reasonable legal costs) (any or all of the foregoing being “Losses”) suffered or incurred by any of them insofar as such Losses (or actions in respect thereof) arise out of or are connected with any claim that any element of your Partner Content infringes the Intellectual Property Rights of any third party or any other third party claim related to any element of your Partner Content or your Account.

### 6 Delivery

- 6.1 In order to protect the legitimate business interests of MyBiz, you covenant with MyBiz that you shall not (except with the prior written consent of MyBiz) solicit or entice away (or attempt to solicit or entice away) the business or custom of any Customer away from the Marketplace resulting in the effect that MyBiz would not be aware and/or entitled to any Commission that would otherwise be due to us if the Service Order was completed either on the Marketplace or via a Referral.

You agree you’ve read and accepted our Partner Agreement.