

## MARKETPLACE SITE TERMS FOR DELIVERY SERVICE PROVIDERS (“SITE TERMS”)

### WELCOME TO WING!

**INTRODUCTION:** Wing provides a marketplace for on-demand lead generation and related services licensed by us (our **Services**) that enables Delivery Service Providers (**DSPs**) like you to receive and fulfil on-demand requests for delivery services from individuals or companies (**Shippers**). In order to become a DSP or a Shipper, in accordance with these Site Terms, it is necessary to register for and be granted an account as further described in paragraph two of these Site Terms. Our Services include our software, access to our website and app, payment services, and related support services systems, as may be updated or modified from time to time. Our Services are provided through our mobile applications (**DSP App**) and our wing.ae website (collectively, the **Site**).

These Site Terms constitute a legal agreement between you and the Wing contracting party and govern your use of the Site. These Site Terms set out how you may use the Services, so that you can enter into a contract with a Shipper (a **Delivery Services Contract**) to provide the Shipper with delivery services (**Delivery Services**).

### **YOU ACKNOWLEDGE AND AGREE THAT WING IS A TECHNOLOGY SERVICES PROVIDER AND THAT WING DOES NOT PROVIDE DELIVERY SERVICES.**

In order to use our Services and register for an account, you must agree and hereby agree to the terms and conditions that are set forth below and those set out in our **Privacy Policy** (available at <https://www.wing.ae/privacy-policy/>). Upon your execution (electronic or otherwise) of these Site Terms, you and Wing shall be bound by these terms and conditions.

Our Services may be amended from time to time by us.

#### 1. DEFINITIONS

Capitalized terms or terms in bold have the meanings given to them in these Site Terms. **DSP**, shall mean **you**, being the party that will create or has created a DSP account in any of the Elected Countries (referred to in paragraph 6) and/or register on the Site. The DSP agrees to be bound by and comply with these Site Terms.

In these Site Terms, the words **Wing, we** or **us** or **our** means, the applicable Wing contracting party(ies) in the applicable Elected Country or any of its Affiliates. The term “**Affiliate**” means, with respect to any entity, any other entity or Person that directly or indirectly controls, is controlled by, or is under common control with that entity. A “**Person**” means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division, or other cognizable entity, whether or not having distinct legal existence.

#### 2. CREATING A DSP ACCOUNT FOR AN ELECTED COUNTRY

In order to use the Site or any of our Services to sell Delivery Services, you must create a valid DSP account (**DSP Account**) for each **Elected Country** (being either the United Arab Emirates or the Kingdom of Saudi Arabia) in which you wish to sell your Delivery Services. As a condition of registering for a DSP Account you warrant and represent that you are lawfully permitted, and hold all of the necessary consents, licences and permissions, to conduct business and provide Delivery Services in that Elected Country in accordance with the laws in that Elected Country. We may assist you with creation of a DSP Account in each Elected Country after receiving necessary information from you (and each of your Affiliates if applicable). You must first familiarise yourself with the process set out on the Site and all of the Site Terms. You must not register under a false name and/or impersonate any other DSPs’ log-in credentials, or password(s). Such fraudulent conduct could result in violation of applicable federal, national, regional or international laws and regulations (**Applicable Laws**) in the relevant Elected Country. You agree to provide all relevant information to us while your account is active. When

registering your DSP Account, for each Elected Country, you must provide valid and authentic supporting documents as we may specify (in accordance with Applicable Laws in the Elected Country) and/or as may be requested by us through the Site or your DSP Account.

### 3. **PASSWORDS**

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 are solely responsible for maintaining the security of your password. You may not disclose your login details (including your user identification name and password) to any third party (other than third parties authorized by you to use your account in accordance with these Site Terms) and you are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password and notify us. Without prejudice to our other rights and remedies, 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 these Site Terms.

### 4. **SPECIFIC POLICIES**

By creating a valid DSP Account for each Elected Country, you agree, at the time of creation or registration, to be bound by and comply with these Site Terms, and all policies, protocols guidelines, and other terms incorporated on the Site (which shall be deemed to be incorporated within these Site Terms). This shall include:

- a. any country specific terms about which you may be notified from time to time and that shall apply to each Elected Country for which you register or elect to use our Services (using such functionality as we may enable for your DSP Account); and
- b. any service specific terms for any of our Services that you may request from us and which we may agree to provide to you from time to time (using functionality we may enable for your account) in accordance with such service specific terms (which may relate only to specific Delivery Services) and which form part of these Site Terms.

### 5. **WING CONTRACTING PARTY**

The applicable Wing contracting party for these Site Terms shall be determined by the Elected Country selected by the DSP pursuant to the below structure. If the DSP has more than one Elected Country, the DSP will open a DSP Account for each Elected Country and enter into these Site Terms with each of the applicable Wing Contracting Parties. If the Elected Country is:

- a. the **United Arab Emirates**: the Wing contracting party is Wing DMCC, a company incorporated in the Dubai Multi Commodities Centre, Dubai, United Arab Emirates, with license no DMCC-200055; or
- b. the **Kingdom of Saudi Arabia**: the Wing contracting party is AFAQ QTECH FOR GENERAL TRADING COMPANY LIMITED, a Saudi Arabian limited liability company having registration certificate number 1010434700, located at 4th floor, Al Riyadh Gallery Complex, King Fahd Road, Riyadh, Saudi Arabia.

### 6. **DSP'S DUTIES**

You may only use the Site for lawful purposes and in a lawful manner. You must comply with all Applicable Laws in the Elected Country and you acknowledge that these may vary between different Elected Countries. You must ensure that your Delivery Services correspond to the information supplied to us and to Shippers and as presented on the Site. It is your duty not to place any misleading advertisement or information about your Delivery Services or those of any other delivery service provider on the Site. If you are found to be in breach of these Site

Terms you may become liable to us under these Site Terms and the Shipper may separately take legal action against you. Your access to and use of the Site and your DSP Account is conditional upon you complying with the Site Terms and in particular, the following requirements:

- a. maintaining all licenses, permits, approvals, authority, registrations and certifications necessary to perform the Delivery Services in the Elected Country;
- b. obtaining and maintaining a mobile device (**Device**) compatible with the DSP App provided by us that enables DSPs to access our Services and provide real-time geo-location and shipping status updates and installing such Devices in each vehicle used by you to perform the Delivery Services;
- c. providing Delivery Service data including but not limited to parcel pick-up, geo-location tracking and parcel pick-up data via the DSP App in accordance with the timescales and requirements set out in your DSP Account and as updated by Wing from time to time;
- d. installing all updates to the DSP App as soon as reasonably possible on all of your Devices;
- e. maintaining an adequate mobile data plan (at your own expense) to enable you to comply with your obligations under these Site Terms. You acknowledge that use of the DSP App on your Device as an interface with our Services may consume very large amounts of data through the data plan; and
- f. providing accurate and up to date account and contact details and updating these regularly via your DSP Account. DSP acknowledges that Wing is an online application and our primary point of contact with DSPs is your DSP Account and email. DSP undertakes to provide at least one valid email address and to monitor it regularly.

**7. YOUR RELATIONSHIP WITH SHIPPERS**

- a. You agree that your provision of the Delivery Services to Shippers creates a direct contract between you and the Shipper. We are not responsible or liable for the actions or inactions of a Shipper or for your performance or non-performance or defective performance of any Delivery Service Contract. You are solely responsible for complying with your obligations under the Delivery Service Contract and you should satisfy yourself of the terms of the Delivery Service Contract. You shall have the sole responsibility for any obligations or liabilities to Shippers or third parties that arise from your provision of Delivery Services. You are solely responsible for taking such precautions as may be reasonable and proper to comply with the Delivery Services Contract. You agree that you will not contact any Shipper other than by the means and for the purposes agreed in any Delivery Service Contract. Contacting Shippers for soliciting business or other matters that may be considered an invasion of privacy and is considered a breach of these Site Terms and shall entitle Wing to delete or deny you access to your DSP Account.
- b. Where DSP is permitted by a Shipper to subcontract any of its Delivery Services, DSP shall ensure that any such subcontracting arrangement is arranged via the Site (in which case DSP shall be treated as a Shipper and shall agree to the Site Terms applicable to Shippers).

**8. PROPRIETARY RIGHTS; LICENSE**

- a. **License Grant.** Subject to your compliance with these Site Terms, Wing and its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make use of our Services solely in order to contract with Shippers to provide Delivery Services.

- b. **Restrictions.** All rights not expressly granted to you in these Site Terms or any terms communicated to you are reserved and retained by Wing or its licensors, suppliers, publishers, rights holders, or other content providers. You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Services or DSP App; (b) modify or make derivative works based upon the Services or DSP App; (c) improperly use the Services or DSP App, including creating Internet “links” to any part of the Services or DSP App, “framing” or “mirroring” any part of the Services or DSP App on any other websites or systems, or “scraping” or otherwise improperly obtaining data from the Services or DSP App; (d) reverse engineer, decompile, modify, or disassemble the Services or DSP App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited communications. In addition, you shall not, and shall not allow any other party to, access or use the Services or DSP App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Services; or (iv) attempt to gain unauthorized access to our Service or its related systems or networks.
- c. **Ownership.** The Services, Site and DSP App, including all intellectual property rights therein, shall remain our property. Neither these Site Terms nor your use of our Services, Site or DSP App conveys or grants to you any rights: (a) in or related to our Services, Site or DSP App except for the limited license granted above; or (b) to use or reference in any manner our service names, trademarks, services marks or other indicia of ownership.

## 9. DEVICES

You are responsible for the acquisition, cost and maintenance of your Devices as well as any necessary wireless data plan; and we shall make available the DSP App for installation on your Device. We grant you a personal, non-exclusive, non-transferable license to install and use the DSP App on your Device solely for the purpose of providing Delivery Services. You agree to not provide, distribute or share, or enable the provision, distribution or sharing of, the DSP App (or any data associated therewith) with any third party. The foregoing license grant shall immediately terminate and you will delete and fully remove the DSP App from the Device or if you cease to provide Delivery Services using your Device.

You acknowledge and agree that your geo-location information must be provided to us via a Device in order to provide Delivery Services. You acknowledge and agree that: (a) your geo-location information will be monitored and tracked by us when you are logged into the DSP App; and (b) the approximate location of your vehicle will be displayed to Shippers before and during the provision of Delivery Services to such Shipper. In addition, we may monitor, track and share your geo-location information obtained by the DSP App for technical, marketing and commercial purposes, including to provide and improve our products and services and to inform Shippers of the DSP’s compliance with service standards.

## 10. OUR POLICIES

The Site Terms are applicable to all activities or transactions made on or via the Site in each Elected Country. If Wing is notified or believes that the DSP has infringed or is infringing another DSP’s **Intellectual Property Rights (IPRs)** (which means without limitation (i) copyright, patents, database rights and rights in trademarks, designs, know-how domain name, moral right, trade secret right, or any other intellectual property right arising under any Applicable Laws and all ancillary and related rights 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 and causes of action for violation, misappropriation or infringement of any of the foregoing) of any third party or any other rights of any third party or any Applicable Laws in the Elected Country, we may remove from the Site or amend such DSP's infringing materials at our sole discretion or restrict or remove DSP's access to your DSP Account until such time as the IPR infringement or alleged infringement is rectified. DSP acknowledges that Wing may from time to time introduce and implement new business rules, and customer care guidelines that you will be required to comply with. Additionally, we are under no obligation to provide any information, material or document back to you, either before or after termination of these Site Terms or cancellation of a DSP Account.

## 11. FEES AND PAYMENTS

### Fees for Wing Services

- a. Except where agreed otherwise, our fees for our Services are set out in your DSP Account for each Elected Country, as may be updated by us from time to time (our **Fees**). Wing shall be entitled to the Fees for all Delivery Services arranged via our Services irrespective of the method of payment chosen by the parties (including where the Shipper or Shipper's end customer pays the DSP directly in cash) and irrespective of any refund or subsequent discount provided by you to a Shipper. You authorize us (and will provide us documentation evidencing your authorization upon our request) to verify your information (including any updated information), to obtain credit reports about you from time to time, where agreed with you in each case, to obtain credit authorizations from the issuer of your credit card, and to charge your credit card or debit your bank account for any sums payable by you to us (in reimbursement or otherwise). Except as provided otherwise, all amounts contemplated by these Site Terms will be expressed and displayed in the currency set out on the Site or referenced through the DSP Account for each Elected Country, and all payments contemplated by these Site Terms will be made in the currency set out on the Site or referenced through the DSP Account for each Elected Country.
- b. All Fees payable by DSP under these Site Terms are exclusive of applicable taxes and duties, including, without limitation VAT, sales and similar transaction taxes, excise taxes and gross receipts taxes (**Indirect Taxes**). If the Fees payable by DSP are subject to Indirect Taxes, then the Indirect Taxes will be charged by Wing in addition to the Fees. DSP will provide such information to Wing as reasonably required to determine whether Wing is obligated to collect Indirect Taxes from DSP or to allow Wing to comply with its legal obligations in relation to the correct collection and enforcement of Indirect Taxes.
- c. Unless a different time period is agreed with you in writing, at the end of each month, we will calculate our total Fees and we will issue you an invoice for our Fees and such invoiced amount shall be payable within 30 days of the date of invoice, without prejudice to sub paragraph a.
- d. Notwithstanding the provisions of subparagraph c, Wing shall be entitled at any time to deduct any outstanding Fees owed to Wing from any sums held by Wing for and on behalf of the DSP including circumstances where the monies held by Wing and the Fees owed to Wing relate to different Shippers.
- e. We may seek to attract new Shippers or DSPs and increase existing Shippers' use of our Services. Such advertising or marketing does not entitle you to any additional monetary amounts beyond the amounts expressly set forth in these Site Terms.

### Delivery Charges and payments by Shippers

- f. The charges for your Delivery Services (your **Delivery Charges**) shall be agreed between you and the Shipper and shall be as set out in the Delivery Services Contract.

- g. As part of our Services, we provide you a system for the delivery of receipts to Shippers for Delivery Services rendered. Upon your completion of Delivery Services for a Shipper, we prepare a receipt and issue such receipt to the Shipper via email on your behalf. Such receipts may also be provided to you via email or on your DSP Account. Receipts include the breakdown of amounts charged to the Shipper for Delivery Services and applicable taxes and may include specific information about you, including your name, contact information and photo and the pickup and drop-off destinations and you provide us with the consent to use this data in this way. DSP accepts full responsibility, and indemnifies Wing against any liability arising out of or in relation to receipts generated using Wing's systems or tools and Wing will not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the DSP Fee or applicable taxes.

## **12. DSP WARRANTIES AND REPRESENTATIONS**

- a. DSP represents and warrants that: (i) you are duly organized, validly existing and in good standing under the Applicable Laws of the Elected Country in which your DSP Account is registered and that you are registering for our Services provided under these Site Terms within such Elected Country; (ii) DSP has all requisite right power, and authority to enter into these Site Terms, perform your obligations, and grant the rights, licenses, and authorizations in these Site Terms; (iii) DSP has the power and licences, permissions, authorisations, proprietary rights, consents and permits to sell and promote the Delivery Services in the Elected Country; (iv) DSP's Delivery Services conform to applicable quality and safety standards; (v) DSP shall be solely responsible for any Delivery Services advertised and facilitated through the Site and breach of any third party contracts; (vi) placement, sale and performance of DSP's Delivery Services through the Site will not be in breach of any Applicable Laws in the Elected Country or third party rights; (vii) DSP will not engage in any unfair trade practices, and/or publish any inaccurate or misleading advertisement or information about Delivery Services on or via the Site; (viii); DSP understands its consumer protection obligations as a supplier and indemnifies Wing against any losses or costs incurred by Wing in respect of DSP's obligations under any Applicable Laws in the Elected Country; and (ix) DSPs employees, sub contractors and agents are and will be appropriately qualified and trained to perform the Delivery Services on the terms and to the standards agreed with Shippers and hold no criminal record.
- b. DSP shall, upon Wing's request, make available to Wing without delay any documentation or other evidence demonstrating its compliance with this clause including provision of background checks and driving records of DSP employees, sub contractors and agents carrying out Delivery Services.

## **13. DELIVERY ERRORS AND NON-CONFORMITIES**

You are solely responsible for any non-performance, non-delivery, mis-delivery, theft, or other mistake or act in connection with the fulfilment of your Delivery Services, except to the extent caused by: (a) credit card fraud (to the extent that we are responsible for such fraud); or (b) our failure to make available to you (with respect to any of your Delivery Services ordered through the Site), the order information and shipping information as it was received by us or resulting from address verification carried out by us.

## **14. INTELLECTUAL PROPERTY**

Wing has the right to and you license Wing to use, copy, distribute, modify and disclose to third parties any content, trademarks, materials or product images that you upload on the Site (and DSP warrants that it is entitled to grant that licence). This license you grant to us is royalty-free, nonexclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of DSP's Materials, and to sublicense these rights to the Affiliates of Wing; provided, however, that we

will not alter any of DSP's trademarks from the form provided by DSP (except to resize trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with DSP's removal requests as to specific uses of DSP's trademarks (provided you are unable to do so using standard functionality made available to you via the Site or Our Service (as applicable)). Nothing in these Site Terms will prevent or impair Wing's right to use DSP's Materials without your consent to the extent that such use is allowable without a license from DSP or its Affiliates under Applicable Law. We do not grant any license to you except solely as is strictly necessary for you to use our Services that we agree to provide to you. **Materials** means all technology, trademarks, content, product information, data, materials, and other items or information provided or made available by you or your Affiliates to Wing or its Affiliates.

#### 15. CHANGES, UPDATES AND UPGRADES

Wing reserves the right to change these Site Terms at any time and at its sole discretion. Any changes will be effective upon the earlier of: posting of the revisions on the Site and/or notification to you (including by email, or through your DSP Account), without any further notice to you. You are responsible for reviewing any applicable changes. Your continued use of the Site (which may be illustrated through your accessing of your DSP Account) and our Services following our posting of any changes, notification and/or 'click through' acceptance will constitute your acceptance of such changes. If you do not agree to any change to these Site Terms, you must not continue to use the Site or our Services. The DSP agrees that no terms of business that it produces or sends to Wing shall have any legal force or effect. Whilst Wing endeavours to keep the Site safe and secure, we cannot guarantee the continuous operation or access to the Site. DSP acknowledges that Wing may, from time to time, upgrade features of the Site and or certain aspects of our Services that it provides to its users generally. In order for DSP to benefit from any such upgrade, Wing may make changes to the provision of any of our Services and the procedures by which DSP receives any of our Services. Wing may also, from time to time change any of our Services t for any reason whatsoever.

#### 16. WING'S LIABILITY

- a. The Site and any of our Services provided through it, or any functionality used or relied on, including all content, software, functions, materials, and information made available on or provided in connection with our Services, are provided "as-is." Each Wing entity or Person is severally liable for its own obligations under these Site Terms and is not jointly liable for the obligations of any other Wing entity or Person under these Site Terms.
- b. As a user of the Site, DSP uses the Site and our Services provided to DSP at its own risk. To the fullest extent permissible by law, Wing and its Affiliates disclaim: (i) any representations or warranties regarding these Site Terms, any of our Services or the transactions contemplated by these Site Terms, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement; (ii) implied warranties arising out of course of dealing, course of performance, or usage of trade; and (iii) any obligation, liability, right, claim, or remedy in tort, whether or not arising from our negligence.
- c. Wing does not warrant that the functions contained in the Site and our Services will meet DSP's requirements or be available, timely, secure, uninterrupted, or error free, and Wing will not be liable for any service interruptions, including but not limited to system failures or other interruptions that may affect the receipt, processing, acceptance, completion, or settlement of any transactions.
- d. Wing is not involved in transactions between Shippers and DSPs or other participant dealings. If a dispute arises between one or more participants, each participant releases Wing and its Affiliates (and their 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 with such disputes and shall not join Wing in any legal proceedings whatsoever.

- e. WING WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, EVEN IF IT HAS NOTICE THAT THOSE KINDS OF DAMAGES MAY OCCUR. To the extent that any liability arising out of or in connection with these Site Terms or the transactions contemplated, whether in contract, warranty, tort (including negligence, product liability, or other theory) to DSP or any other Person such liability shall not exceed in aggregate an amount equal to the amounts during the prior six-month period paid by DSP to Wing in connection with the particular Service giving rise to the claim immediately preceding the event giving rise to the liability.
- f. Nothing in these Site Terms limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

#### 17. DSP'S RELEASE AND INDEMNITY

- a. DSP releases Wing and agrees to indemnify, defend, and hold harmless Wing, its Affiliates, and its respective officers, directors, employees, representatives, and agents against any claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a **Claim**) arising from or related to: (a) DSP's actual or alleged breach of any obligations in these Site Terms; (b) any of DSP's other means through which it or any of its Affiliates offers products or services, other than the Site, (c) your Delivery Services (including their offer, sale, performance, and fulfilment), (d) your Materials, (e) any actual or alleged infringement of any Intellectual Property Rights by any of the foregoing, and any personal injury, death, or property damage related thereto; (f) any third party warranting, administering or otherwise involved in the offer, sale, performance, or fulfilment of your Products, including any of your employees, representatives, agents, contractors, or subcontractors (including any act or omission by any of them or any Claim brought or directed by any of them); or (g) taxes imposed on or payable by DSP or for the sale and/or supply of Delivery Services.
- b. DSP will use counsel reasonably satisfactory to Wing to defend each indemnified Claim. If at any time Wing reasonably determines that any indemnified Claim might adversely affect Wing, we may take control of the defence. You may not consent to the entry of any judgment or enter into any settlement of a Claim without our prior written consent, which may not be unreasonably withheld. We reserve the right to enforce our rights under this provision by withholding amounts otherwise due to DSP under these Site Terms.

#### 18. MITIGATION OF LOSS

Except in relation to any Claim or action for non-payment of the Fees, each party shall take all reasonable steps to mitigate the loss and damage it incurs in relation to any Claim or action (whether for negligence, breach of contract, misrepresentation, under any indemnity or otherwise) which it brings against the other.

#### 19. INSURANCE

You will obtain and maintain (i) all insurances required by Applicable Laws in order to provide the Delivery Services; (ii) all insurances that you hold yourself out as having when you commit to providing a particular Delivery Service on our Site; and (iii) any insurances specified in the Delivery Services Contract.

#### 20. CONFIDENTIALITY

During the course of your use of our Services, you may receive information relating to us or to our Services, (including Wing Transaction Information) that is not known to the general public (**Confidential Information**). You agree that: (a) all Confidential Information will remain Wing's



exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in our Services; (c) you will not otherwise disclose Confidential Information to any other person or third party; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in these Site Terms. You may not issue any press release or make any public statement related to our Services, or use our name, trademarks, or logo, in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way. **Wing Transaction Information** means, collectively, order information and any other data or information acquired by you or your Affiliates from Wing, its Affiliates, or otherwise as a result of these Site Terms, the transactions contemplated by these Site Terms, or the parties' performance under these Site Terms.

## 21. DISCLOSURE OF INFORMATION

Wing reserves the right to report any activity that either it suspects violates any Applicable Law to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect Wing and its users and customers, or to ensure the integrity and operation of Wing's business and systems, Wing may access and disclose any information it considers necessary or appropriate, including but not limited to DSP Account details, contact details, IP address and traffic information, usage history, and posted content. Both Wing and DSP each shall protect user data (including that of Shippers and their end customers) as per their respective policies and the Applicable Laws of the Elected Country.

## 22. USE OF WING TRANSACTION INFORMATION

You will not, and will cause your Affiliates not to, directly or indirectly: (a) disclose any Wing Transaction Information (except that you may disclose that information solely as necessary for you to perform your obligations under these Site Terms if you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information); (b) use any Wing Transaction Information for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with our or your privacy policies or Applicable Law in an Elected Country; (c) contact a Person that has ordered your Delivery Services with the intent to collect any amounts in connection therewith or to influence that Person to make an alternative transaction; (d) disparage us, our Affiliates, or any of their or our respective products or services or any end customer; or (e) target communications of any kind on the basis of the intended recipient being a Site user. In addition, you may only use tools and methods that we designate to communicate with users of our Site regarding transactions that you carry out on it, including for the purpose of scheduling, communicating, or cancelling the Delivery Services. The terms of this paragraph do not prevent you from using other information that you acquire without reference to Wing Transaction Information for any purpose, even if that information is identical to Wing Transaction Information, provided that you do not target communications on the basis of the intended recipient being a Site user.

## 23. RIGHTS IN MWS, MWS MATERIALS, MWS SPECIFICATIONS, AND THE WING NETWORK

Marketplace Web Service (**MWS**) is a Service that enables your systems to interface with certain features or functionality available to DSPs. **MWS Materials** means any software, data, text, audio, video, images, or other content we make available in connection with MWS, including application programming interfaces, related documentation, software libraries, and other supporting materials, regardless of format. **MWS Specifications** means any technical and operational specifications, security protocols and other documentation or policies provided or made available by us with respect to MWS or MWS Materials. **Wing Network** means our Affiliates internal data centre facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within our or their reasonable control and are used to

provide MWS or MWS Materials. As between you and us, we, our Affiliates or our licensors own all right, title, and interest in and to MWS, MWS Materials, MWS Specifications, and the Wing Network. You obtain no rights under these Site Terms from us or our licensors to MWS, MWS Materials, MWS Specifications, or the Wing Network, including any related intellectual property rights.

**24. TERM AND TERMINATION**

- a. These Site Terms shall commence on the date on which your DSP Account is created or a written contract is signed with us, and shall continue unless and until terminated by us or you. Wing may terminate these Site Terms (in full or in part, or in respect of any Elected Country) at any time at its sole discretion although Wing shall try to give fifteen days' notice to DSPs. We reserve the right to refuse service, terminate accounts or remove or edit content if you are in breach of Applicable Laws, these Site Terms or any other applicable terms and conditions, guidelines or policies communicated to you.
- b. Upon termination, your DSP Account shall cease to be accessible (either generally or in respect of a particular Elected Country). No termination of these Site Terms (howsoever occasioned) shall: (i) affect any accrued rights or liabilities of either party to each other or to any third party including Shippers; (ii) affect the coming into force or the continuance in force of any provision of these Site Terms which is expressly or by implication intended to come into force or continue in force on or after termination; or (iii) require a court or judicial order. To the extent relevant, DSP shall immediately remove the DSP App from all of its Devices and return to Wing all property (including without limitation, Confidential Information) and all material related to any Shippers or other recipients of the Delivery Services that it has received from Wing in connection with the performance of its obligations.

**25. SUSPENSION OF SERVICES**

Wing may suspend performance of our Services or access to a DSP Account (either generally or in respect of a particular Elected Country) without liability: (i) if DSP breaches these Site Terms or any of our policies; (ii) if DSP fails to reasonably cooperate with an investigation by Wing; (iii) where Wing reasonably believes that its continued provision of any of our Services would expose DSP or Wing or their respective Affiliates or end customers to a material security risk or a regulatory action; or (iv) DSP's performance falls below the standards reasonably expected by DSP's customers..

**26. FORCE MAJEURE**

We will not be liable for any delay or failure to perform any of our obligations under these Site Terms by reasons, events or other matters beyond our reasonable control.

**27. GOVERNING LAW**

These Site Terms shall be governed by and construed in accordance with:

- a. the laws of the Dubai International Finance Center in the United Arab Emirates, if the Elected Country is the UAE; or
- b. the laws of the Kingdom of Saudi Arabia, if the Elected Country KSA.

**28. DISPUTES**

Any dispute, claim or controversy arising out of or in connection with these Site Terms (including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with these Site Terms) shall be referred to the parties' respective officers for resolution. If any dispute remains unresolved twenty one days after being referred to the parties' officers, it shall be finally settled:

- a. if the Elected Country is the UAE: by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. Both parties shall agree on the arbitrator within 30 days, if the parties fail to agree on an arbitrator within such period the arbitrator shall be appointed by the centre. The seat, or legal place, of arbitration shall be Dubai International Finance Centre. The language to be used in the arbitration shall be English; or
- b. if the Elected Country is KSA: save as set out below, by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. Both parties shall agree on the arbitrator within 30 days, if the parties fail to agree on an arbitrator within such period the arbitrator shall be appointed by the centre. The seat, or legal place, of arbitration shall be Riyadh, Saudi Arabia. The language to be used in the arbitration shall be English.; or

Notwithstanding the foregoing, Wing may seek injunctive relief in any court of competent jurisdiction in respect of any matter concerning the infringement of its intellectual property rights or the use of its Site to infringe any third party's intellectual property rights.

### **29. INDEPENDENT PARTIES**

You and the Wing Contracting Parties are independent contractors, and nothing in these Site Terms will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. These Site Terms will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from these Site Terms is intended or will be construed to give to any Person other than the parties to these Site Terms any legal or equitable right, remedy, or claim under or in respect to these Site Terms. As between you and us, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use. You will not make any statement, whether on your site or otherwise, that would contradict anything in this clause.

### **30. WAIVER**

Wing's rights under these Site Terms: (i) may be exercised as often as necessary; (ii) unless otherwise expressly provided in these Site Terms, are cumulative and not exclusive of rights and remedies provided by Applicable Law; and (iii) may be waived only in writing and specifically. Delay in the exercise or non-exercise of any right is not a waiver of that right.

### **31. THIRD PARTIES**

Except in the case of Affiliates of Wing, a Person who is not a Party to these Site Terms may not enforce any of them.

### **32. SEVERABILITY**

If any of these Site Terms and the documents referred to in them is or becomes illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect: (i) the legality, validity or enforceability in that jurisdiction of any other term of these Site Terms and the documents referred to in them; or (ii) the legality, validity or enforceability in other jurisdictions of that or any other provision of these Site Terms and the documents referred to in them.

### **33. ENTIRE AGREEMENT**

These Site Terms and the documents referred to in them contains the whole agreement between the parties relating to the contracts, agreements and transactions contemplated by them and supersedes all previous agreements between the parties relating to these contracts, agreements and transactions. Except as required by Applicable Law, no terms shall be implied (whether by custom, usage or otherwise) into these Site Terms and the documents referred to in them. Each party acknowledges that, in agreeing to enter into these Site Terms and the documents referred to in them it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those set out in these Site Terms and the documents referred to in it).

#### 34. NOTICES

All notices, demands, requests, approvals, consents or other communications to be given or delivered under these Site Terms by you to Wing must be given to the relevant Wing contracting party, with a copy to each Wing UAE entity, in writing. Notice will be deemed to have been given when delivered and signed for by a Wing employee. We may notify you in writing via your email account or by delivering a hard copy of such notice by DSP to the address you have provided to us and which in each case will be deemed to have been given upon being sent or dispatched (as appropriate). If there is any conflict or inconsistency between the provisions of the English language version of these Site Terms and any translated version, the wording of the English language version shall prevail.

#### 35. COMPLIANCE:

- a. DSP represents and warrants that DSP and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.
- b. DSP acknowledges that Amazon's Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct> (the Code) prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. Neither party will violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under these Site Terms. Either party may immediately terminate or suspend performance under these Site Terms if the other party breaches this section. DSP will maintain true, accurate and complete books and records concerning any payments made to another party by DSP under or relating to or arising from these Site Terms, including on behalf of Wing. Wing and its designated representative may inspect DSP's books and records to verify such payments and for compliance with this section. Wing may immediately terminate or suspend performance under these Site Terms if DSP breaches this paragraph.
- c. Notwithstanding anything to the contrary herein, nothing in the Site Terms shall, or shall be interpreted or construed to, induce or require either party hereto to act in any manner (including taking or failing to take any actions in connection with a transaction) which is inconsistent with or penalized under any U.S. laws, regulations, rules, or requirements that apply to any party to these Site Terms.

36. **ASSIGNMENT:** Neither party may assign its rights or obligations set out in these Site Terms without the prior written consent of the other party, except that Wing may assign these Site Terms to an Affiliate or in connection with any merger, reorganization, sale of all or substantially all of its assets or any similar transaction. Subject to this limitation, these Site

Terms will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

Contact [middleeastlegal@amazon.com](mailto:middleeastlegal@amazon.com) if you have any questions on these Site Terms.