

**PARTNERSHIP AGREEMENT**  
**under the framework of the "Concierge Service" program**

Last Update: September 26, 2023 2023

This Partnership Agreement under the framework of the "Concierge Service" program (this "Public offer" or "Offer") constitutes a legal agreement between you ("You" or "Partner 2") and SMARTWAVE PAYMENT SERVICES PROVIDER L.L.C. ("We", "Us", or "Partner 1") and, to the extent expressly stated, our affiliates, which authorizes you to access and use SMARTWAVE PAYMENT SERVICES PROVIDER L.L.C.'s services (hereinafter referred to as "Services").

This Offer establishes the framework for the relationship between Party 1 and Party 2 within the "Concierge Service" Program, detailing the responsibilities of the Parties and other conditions governing the fulfillment of obligations under the Partnership agreement.

The specific terms governing the relationship between the Parties will be outlined within a separate document ("Agreement of Accession"), which is signed in conjunction with the Statement of joining the Public Offer. The "Agreement of Accession" is an integral part of this Public Offer.

This Offer is available to all persons for review on the Internet on the website [platinum-cl.com](http://platinum-cl.com).

**1. THE SUBJECT OF THE AGREEMENT**

1.1. Partner 1, hereinafter referred to as the "Principal," hereby instructs and appoints Partner 2, hereinafter referred to as the "Agent," to undertake the obligations during the term of this Agreement. The Agent shall perform necessary actions on behalf of and in accordance with the tasks assigned by the Principal's clients. These actions fall within the scope of services provided under the "Concierge Service" program (hereinafter referred to as the "CS services"). Partner 1 further agrees to accept and pay for the CS services rendered by Partner 2 as specified in this Agreement, while acting as an agent on behalf of, in the interests of, and at the expense of the Client.

1.2. This Agreement shall serve as a framework agreement between Partner 1 and Partner 2. The specific obligations of the Parties shall arise based on the tasks assigned by Partner 1's clients and subsequently accepted by Partner 2.

1.3. Upon acceptance of a task from Partner 1's client, Partner 2 shall undertake the obligation to provide services or perform work in strict accordance with the given tasks, requirements, and the Quality Standard, as set forth in Appendix No. 2 to this Agreement. Partner 2 shall ensure full compliance with the other conditions outlined in this Agreement.

1.4. Partner 2 is under obligation to decline any task assigned by Partner 1 that cannot be completed within the specified time and in accordance with the requirements as stipulated by this Agreement.

1.5. The CS services may be rendered by Partner 2 directly or with the involvement of third-party contractors. In the case of engaging third-party contractors, Partner 2 shall bear full responsibility for their actions and performance, in addition to its own responsibilities.

## 2. REPRESENTATIONS AND DEFINITIONS

2.1. In their interactions under this Agreement, the Parties acknowledge that Partner 2 and any Contractors engaged by Partner 2 possess all the necessary technical resources and capabilities to provide CS services. Additionally, the employees of Partner 2 and its Contractors possess the requisite technical knowledge and skills.

2.2. Partner 2 represents and warrants that its employees, as well as the employees of its Contractors directly involved in providing services for the CS, hold all the necessary permits and authorizations required for the legal performance of work and provision of services in UAE. This includes, but is not limited to, driver's licenses complying with UAE law, certifications for driving vehicles of the relevant category, work permits, rights and certifications related to legal, technical, and occupational safety, and any other necessary permits in UAE.

2.3. Unless explicitly specified otherwise, the terms used by the Parties in this Agreement shall be interpreted as follows:

2.3.1. Partner 1's website - Refers to the official website of SMARTWAVE PAYMENT SERVICES PROVIDER L.L.C on the Internet accessible at platinum-cl.com

2.3.2. Software and hardware complex (HSS) - Refers to the comprehensive set of software, devices, servers, and other technical resources belonging to Partner 1. This complex is necessary for the provision of Services to Partner 1 under this Agreement, as well as for the generation and tracking of data pertaining to payments made by Clients in Partner 2's Personal Account.

2.3.3. Partner 2's Personal Account on Partner 1's Website - Refers to the personalized and password-protected webpage accessible to Partner 2 on Partner 1's Website. This platform facilitates the exchange of information between Partner 2 and Partner 1 and allows for the management of individual services offered by Partner 2.

2.3.4. Client (Partner 1's Client) - Denotes an individual who has approached Partner 1 to avail of CS services.

2.3.5. Contractor - Refers to a third party engaged by Partner 2 to provide CS services.

2.3.6. Service organization time - Signifies the period during which Partner 2 shall engage in necessary self-preparation or actively seek and engage a Contractor to perform the requested Client Service (CS). This period shall be calculated from the official registration of Partner 1's Application until the point at which Partner 2 is fully prepared to commence the provision of the requested service to the Client.

2.3.7. Service Request (Assignment of Partner 1's Client) – A formal communication, either verbal or written, made by Partner 1 to Partner 2, expressing the need for Client Services (CS) to be provided to the Client.

2.3.8. Designated Representative of Partner 1 – An authorized employee of Partner 1 who communicates through official corporate communication channels, such as phone number, corporate email, Telegram, and Whatsapp messengers, to Partner 2. The Designated Representative acts on behalf of Partner 1 and is responsible for facilitating information exchange and coordinating actions with Partner 2 and the Client regarding the submitted Service Requests.

2.3.9. Designated Representative of Partner 2 – An employee of Partner 2 who receives communications via phone number, email, Telegram, and Whatsapp messengers. The Designated Representative provides consent on behalf of Partner 2 to offer CS services to Partner 1's Client and is responsible for further information exchange and coordination with Partner 1 regarding the accepted Service Requests.

2.3.10. Reporting Period – The period of one calendar month.

### **3. OBLIGATIONS OF THE PARTIES**

#### **3.1. Partner 2 Undertakings:**

**3.1.1.** Partner 2 shall ensure the uninterrupted acceptance of Tasks at the designated Customer service point and through various communication channels, including e-mail and messengers such as Telegram and WhatsApp. Additionally, Partner 2 shall maintain uninterrupted telephone communication during Partner 2's working hours.

**3.1.2.** Partner 2 shall diligently provide CS services to Partner 1's Clients in strict compliance with the terms outlined in the Application and the Quality Standard, adhering to Partner 2's operational schedule.

**3.1.3.** Within 1 (one) working day after receiving relevant requests from Partner 1, Partner 2 shall furnish Partner 1 with scanned copies of documents confirming the completion of work or the provision of services to the Client, as mandated by the applicable laws and regulations.

All documents sent to Partner 1 shall be accurately executed and appropriately signed.

These documents shall be transmitted to Partner 1 through Partner 2's Personal Account on Partner 1's website, via courier delivery, by email, or through an agreed-upon electronic document system. The use of the electronic document management system requires mutual consent and appropriate actions from both Partner 1 and Partner 2.

**3.1.4.** Partner 2 shall settle financial transactions with Partner 1's Clients utilizing equipment, technical means, or solutions provided by Partner 1, as described in Appendix No. 3 or otherwise agreed upon.

#### **3.2. Partner 1 Undertakings:**

**3.2.1.** Partner 1 shall ensure that Responsible Persons are available as per the agreed schedule to facilitate effective communication with Partner 2 regarding the accepted Applications.

**3.2.2.** Partner 1 shall promptly inform Partner 2, through information exchange channels, about the payments made by the Clients. Furthermore, Partner 1 shall provide Partner 2 with information regarding the results of these calculations.

**3.2.3.** Partner 1 shall make timely payments to Partner 2 for the cost of services rendered to Partner 1's Clients, following the payment procedure stipulated in this Agreement.

**3.2.4.** Partner 1 shall provide Partner 2 with comprehensive and accurate information that is necessary for the successful execution of the agreed-upon tasks and services.

**3.2.5.** Guarantee the safeguarding of transmitted information, adhering to the stipulations set forth by Partner 2 and the applicable legal requirements.

**3.2.6.** Furnish Partner 2 with the necessary technical means to establish connectivity with Partner 1's Software and Hardware Complex (HSS). This ensures seamless information and technological interaction, encompassing the collection, processing, and transmission of payment-related information in favor of Partner 2.

**3.2.7.** Provide Partner 2 with the property required for automating non-cash settlements of Clients, as specified in Appendix No. 3 to this Agreement.

### **4. SETTLEMENTS BETWEEN THE PARTIES**

**4.1.** Clients of Partner 1 shall remit payments for the services rendered into Partner 1's current account. Partner 1 shall then transfer the entire Client payment to Partner 2, deducting its agreed-upon commission.

**4.2.** Partner 1 shall facilitate the establishment of the General Register of payments made by Clients for services rendered under this Contract in Partner 2's Personal Account on Partner 1's website. Additionally, Partner 1 shall provide a display showing the amount of funds payable to Partner 2 as per the terms of this

Agreement.

**4.3.** Partner 1 and Partner 2 may mutually agree to make advance payments under this Agreement to the settlement account of Partner 2, as specified in Section 11 of the Agreement, (hereinafter referred to as the "Prepayment Amount"). During the service provision, once the Prepayment Amount is depleted, Partner 1 shall replenish the amount to the specified level, upon request of Partner 2, no later than 7 (seven) business days from the date of such request. Partner 2 may request the next transfer of funds as a prepayment only after the balance of the Prepayment Amount on Partner 2's current account decreases to or below the average amount of payments made by Clients in the aggregate for 7 (seven) business days, based on statistics from the previous calendar month of their joint work. Notwithstanding the exhaustion of the Prepayment Amount, Partner 2 shall not suspend the provision of services to Partner 1's Clients. Partner 2 is responsible for the timely replenishment of the Prepayment Amount up to the stipulated level.

**4.4.** In the event that Partner 1 becomes aware of Client feedback concerning the services provided by Partner 2, Partner 1 may choose not to remunerate Partner 2 for the relevant portion of such services until the feedback concerns are resolved.

**4.5.** In the case of the termination or early conclusion of this Agreement, mutual settlements shall be completed within 10 (Ten) business days from the date of Agreement termination.

**4.6. Payment by Third Party**

**4.6.1.** Either Party, with mutual consent and agreement, may arrange for a third party to make payments on their behalf for services rendered under this Agreement.

**4.6.2.** Should either Party opt for a third party to make a payment on their behalf, the requesting Party shall promptly notify the other Party and provide all necessary details to facilitate the payment process.

**4.6.3.** Upon confirmation of the payment by the third party, the receiving Party shall issue an invoice for the commission owed by the requesting Party. This invoice shall reflect the terms and rates as outlined in Agreement of Accession.

**4.6.4.** The requesting Party shall ensure that the commission amount due to the receiving Party is remitted within 5 (five) business days from the date of confirmation of payment by the third party.

**4.6.5.** In the event that currency conversion is required due to the third-party payment being made in a currency other than the agreed currency in this Agreement, the receiving Party shall perform the necessary currency conversion. The commission deductions, as per Section 4.5, shall apply to the converted amount.

**4.6.6.** Payment made by the third party, as authorized by a requesting Party, shall fully discharge the payment obligations of that Party under this Agreement.

**5. RESPONSIBILITIES OF THE PARTIES**

**5.1.** In the event of non-fulfillment or improper fulfillment of obligations under this Agreement, the Party responsible for causing losses to the other Party shall be liable to reimburse the full extent of losses incurred by the affected Party.

**5.2.** Partner 2 shall be held accountable to Partner 1 for the quality of services provided to Partner 1's Clients, including the conduct of Partner 2's employees or contracted Contractors during their interactions with the Clients.

**5.3.** The imposition and enforcement of penalties does not absolve the Parties from their obligation to duly fulfill the terms of this Agreement.

**5.4.** The Parties shall be exempted from liability for complete or partial non-performance of obligations under this Agreement if they can demonstrate that such non-performance (or improper performance) resulted from force majeure circumstances.

**5.5.** Partner 1 reserves the right to suspend the execution of its obligations concerning specific services provided by Partner 2 or the entire Agreement if Partner 2 provides false information pertaining to obligations under this Agreement or if there is a reasonable suspicion that Partner 2 has engaged in or attempted fraudulent or suspicious actions related to Partner 1's Clients. Partner 1 shall communicate the suspension of services to Partner 2 no later than the date of suspension, either through email or by phone using the contact information specified by Partner 1, and shall provide an explanation for the reasons and duration of the suspension.

## **6. REPORTING OBLIGATIONS UNDER THE AGREEMENT**

**6.1.** Partner 1 hereby commits to reconciling data regarding payments made and services rendered with Partner 2.

**6.2.** Within 10 (ten) working days from the conclusion of the Reporting period, Partner 1 shall generate a Service Report (hereinafter referred to as the "Report") and forward an information message to Partner 2 containing an electronic version of the generated Report.

**6.3.** Partner 2 is obligated, within 5 (five) working days from the date of receipt of the electronic version of the Report from Partner 1, to verify the information specified in the Report and send Partner 1 an information message containing either the mutually agreed electronic version of the Report or a well-grounded refusal to sign the Report in the event of disagreement with the provided data. Failure to receive a message from Partner 2, containing either an agreed-upon Report or a well-grounded refusal to sign the Report within the period specified in this clause of the Agreement, shall be deemed as Partner 2's acceptance of the data specified by Partner 1 in the Report.

## **7. VALIDITY OF THE AGREEMENT**

**7.1.** This Agreement shall come into effect upon its execution, which is the day of its signing by both Parties, as indicated on the first page of this Agreement, and shall remain valid indefinitely.

**7.2.** This Agreement may be terminated extrajudicially under the following circumstances:

- By mutual agreement of both Parties - at any time;
- Unilaterally, at the initiative of either Party, with the mandatory written notification provided to the other Party at least 30 (thirty) calendar days prior to the intended date of termination of this Agreement.

**7.3.** The expiration of this Agreement shall not result in the termination of obligations that have not been fulfilled by the Parties.

## **8. DISPUTE RESOLUTION**

**8.1.** Any disputes and disagreements that may arise between the Parties concerning matters arising from the essence of this Agreement or in connection with it shall be resolved through negotiations in accordance with the prevailing legislation of the UAE. Pre-trial complaint resolution of disputes is obligatory. The Party receiving a claim must respond to the received claim within 15 (fifteen) working days.

**8.2.** If an agreement cannot be reached through negotiations, the concerned Party shall submit a written claim to the other Party. The claim shall be sent to the address of the recipient specified in the details of

the Parties to the Agreement by any of the following methods:

- Registered mail with acknowledgment of receipt;
- Courier delivery.

**8.3.** If the dispute is not resolved through the claim procedure, all disputes related to this Agreement shall be resolved in court at the Defendant's domicile.

## **9. OTHER PROVISIONS**

**9.1.** The Parties may conduct their interactions under this Agreement, as well as any other matters related to its operation, through communication via email addresses specified in this Agreement, as well as other mutually agreed communication channels and email addresses.

Furthermore, any information exchanged between the Parties through the designated electronic communication means holds the same legal validity as information sent in writing through traditional mail or delivered by hand. In case of any discrepancies between the information contained in documents received through different means and channels of communication, the information present in properly executed written documents shall take precedence.

**9.2.** Each Party agrees to maintain confidentiality regarding information concerning the other Party, the terms of this Agreement, Clients, and any other information obtained in connection with the execution of this Agreement.

**9.3.** The responsibility for obtaining the Client's consent for the transfer and processing of their personal data lies with Partner 2.

**9.4.** All additions or amendments to this Agreement are effective if they are prepared, signed, and dispatched by authorized representatives of the Parties in accordance with the procedures stipulated by this Agreement.

**9.5.** In all matters not expressly provided for in this Agreement, the Parties shall adhere to the current legislation of the UAE.

### **Bank and contact details of Partner 1**

SMARTWAVE PAYMENT SERVICES PROVIDER L.L.C., registered on 25.04.2023, Register No.1963810, License No. 1178483, location address: UNITED ARAB EMIRATES, DUBAI, AL GOZE THIRD, FBG BUILDING BLOCK A, OFFICE 116., phone + 971-54-7430001, e-mail [business@platinum-cl.com](mailto:business@platinum-cl.com).