

ZIINA AFFILIATE PARTNER PROGRAM: TERMS AND CONDITIONS

These terms and conditions (these “**Terms**”) govern your participation in Ziina’s Affiliate Partner Program (the “**Program**”).

The Program is operated by Ziina Payment LLC, a limited liability company established in the Emirate of Dubai and licensed by the Dubai Department of Economy and Tourism under licence number 1112672, with its registered address at Office 2802, The Exchange Tower, Business Bay, Dubai, United Arab Emirates (“**Ziina**”, “**we**”, “**us**” or “**our**”). “**You**” and “**your**” mean the individual or entity that accepts these Terms.

Please read these Terms carefully. By clicking on “**Submit**”, you acknowledge that you have read, understood and accept these Terms, as amended from time to time in accordance with clause 14. If you do not agree to these Terms, you must not participate in the Program.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms:

“**Account**” means an account registered with Ziina for the use of the Services.

“**Applicable Law**” means any law, regulation, rule or regulatory requirement (including any requirement of a regulator or other governmental authority) that applies to the relevant party or activity.

“**Artificial Transaction**” means any payment or other transaction (or series of transactions) whose main purpose is to satisfy a Trigger or generate a Referral Fee, rather than genuine use of the Services by the Referred Client. Any payment into a Referred Client’s Account that is funded, made or arranged, directly or indirectly, by you or any person acting on your behalf is presumed to be an Artificial Transaction.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in the United Arab Emirates.

“**Channel Partner Program**”, “**Channel Partner Program Terms**” and “**Landing Page**” have the meanings given in clause 8.1.

“**Commercial Terms**” means the Referral Fees, the Triggers, the Qualifying Periods and any other terms and conditions that may be specified in your Schedule.

“**Confidential Information**” means any information relating to the business or affairs of a party (and, in our case, of our Affiliates, users and Potential Clients) that is disclosed to or obtained by the other party in connection with these Terms, including trade secrets, customer lists, business plans, pricing information, contractors, suppliers, marketing plans, contracts, technical or financial information, databases, records and know-how.

“**Dashboard**” has the meaning given in clause 5.1.

“**Data Protection Laws**” means all Applicable Laws relating to data protection, privacy, information security or the processing of personal data.

“**Link**” means the unique link, code or other identifier that Ziina may make available to you.

“Perk” has the meaning given in clause 8.2.

“Potential Client” means any individual or entity that you introduce or refer to Ziina under these Terms.

“Program Guidelines” means any guidelines, policies or instructions relating to the Program (including in relation to brand use, marketing, attribution and reporting) that Ziina may issue or make available to you from time to time.

“Qualifying Period” means, in relation to a Trigger, the period of 90 days after the relevant Referred Client’s Sign-up Date, or such other period as is specified for that Trigger in your Schedule.

“Referral Fee” means each fee payable to you in respect of a Verified Referral, as set out in your Schedule.

“Referred Client” means a Potential Client who (a) signs up for an Account using your Link, or is attributed to you under clause 3.3, (b) did not hold an Account before its Sign-up Date, and (c) completes Ziina’s onboarding process to Ziina’s satisfaction.

“Retroactive Attribution Request” has the meaning given in clause 3.2.

“Schedule” means the schedule agreed between you and Ziina that sets out the Commercial Terms applicable to you, in whatever form it is agreed (including by signature, electronic signature or electronic acceptance), as amended or replaced from time to time in accordance with these Terms.

“Services” means the payment and related financial technology products and services that Ziina provides through its mobile application, application programming interface or other technology platform, and any other products or services that Ziina may offer from time to time.

“Sign-up Date” means the date on which a Potential Client signs up for an Account, as recorded in Ziina’s systems.

“Start Date” means the date specified as such in your Schedule or, if no date is specified, the date on which your Schedule is agreed by both you and Ziina (being the date of the last signature).

“Trigger” means, in relation to each type of Referral Fee, the condition or conditions set out in your Schedule that must be satisfied for that Referral Fee to become payable.

“Verified Referral” has the meaning given in clause 4.2.

“Verified Referrals Report” has the meaning given in clause 5.2.

“Ziina Materials” means Ziina’s name, logos, trademarks, landing pages, marketing materials and other content that Ziina may make available to you for the purposes of the Program.

1.2 In these Terms:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the words “including”, “include” and “in particular” are illustrative and do not limit the words that precede them;

- (c) “writing” and “written” include email;
- (d) references to “days” are to calendar days, unless stated otherwise;
- (e) a “party” means you or Ziina, and “parties” means both of us; and
- (f) a reference to a law includes that law as amended, extended, re-enacted or replaced from time to time.

2. JOINING THE PROGRAM

- 2.1 **Application.** To apply to join the Program, you must complete our onboarding form and provide any further information and documents that we request (including for our due diligence, know-your-customer, anti-money laundering and sanctions checks). We may accept or reject your application at our discretion and without giving reasons. If we reject your application, these Terms will terminate with immediate effect when we notify you of our decision. You must ensure that all information you provide to us is true, accurate, complete and not misleading, and must promptly notify us of any change to it.
- 2.2 **Acceptance.** To participate in the Program, you must accept these Terms by clicking on the “Submit” button as part of our onboarding process. These Terms become binding on you when you do so.
- 2.3 **Acceptance on behalf of an entity.** If you accept these Terms on behalf of an entity, you personally (as the individual accepting these Terms) represent and warrant that you are duly authorised to act on behalf of, and have the authority to bind, that entity to these Terms. In that case, references in these Terms to “you” and “your” are to that entity.
- 2.4 **Your representations.** You represent and warrant to us, on the date on which you accept these Terms and throughout your participation in the Program, that:
 - (a) you have full power, capacity and authority to accept and perform these Terms;
 - (b) if you are an entity, you are duly incorporated or established and validly existing under the laws of the place of your incorporation or establishment;
 - (c) you are not party to any agreement or arrangement that prevents you from accepting or performing these Terms; and
 - (d) neither you nor, if you are an entity, any of your owners, directors or officers is the subject or target of any economic or financial sanctions or trade embargoes imposed, administered or enforced by the United Arab Emirates, the United Nations Security Council, the United States, the European Union or the United Kingdom.
- 2.5 **Your Schedule.** Your Schedule sets out the Commercial Terms that apply to you. It forms part of, and is governed by, these Terms, and together they constitute a single agreement between you and us. You may only agree a Schedule with us after you have accepted these Terms under clause 2.2, and a Schedule will not take effect unless and until you have done so. We are not obliged to agree a Schedule with you, and no Referral Fee will be payable unless and until your Schedule has taken effect.
- 2.6 **Start Date.** Your participation in the Program starts on the Start Date.

3. REFERRING POTENTIAL CLIENTS

- 3.1 **Referral by Link.** Subject to these Terms, you may refer Potential Clients to us by sharing your Link with them through any means that complies with these Terms and the Program Guidelines. We will determine whether a Potential Client has signed up for an Account using your Link, and whether a Potential Client is attributed to you, on the basis of our records and tracking systems. Our determination will be final and binding absent manifest error.
- 3.2 **Retroactive Attribution Requests.** Where you have referred a Potential Client who has signed up for an Account without using your Link, you may ask us to attribute that Potential Client to you by sending us a written request, in the form we may specify, to the email address that we notify to you for that purpose (a “**Retroactive Attribution Request**”). A Retroactive Attribution Request may relate to one or more Potential Clients and must set out the mobile phone number of each Potential Client. You shall provide us with any further information or evidence of your introduction that we may reasonably request. You represent and warrant that you are entitled under Applicable Law (including Data Protection Laws) to disclose to us the information contained in each Retroactive Attribution Request and any further information you provide in connection with it.
- 3.3 **Conditions for retroactive attribution.** We will assess each Potential Client included in a Retroactive Attribution Request separately, in accordance with our internal processes, and will attribute that Potential Client to you only if we are satisfied, acting reasonably and in good faith, that:
- (a) you introduced the Potential Client to us on or before the Sign-up Date;
 - (b) the Potential Client’s Sign-up Date falls on or after the Start Date and within the 90 days (or such other period as is specified in your Schedule) immediately before the date of the Retroactive Attribution Request;
 - (c) the Potential Client did not hold an Account before its Sign-up Date; and
 - (d) on the date of the Retroactive Attribution Request, the Potential Client had not already been attributed to any other partner, referrer or affiliate of ours (however described), referred by an existing user under any of our user referral programs, or acquired through any of our other acquisition channels (including performance marketing).
- 3.4 **Competing claims.** If a Potential Client is claimed by you and by any other person (including any other partner or referrer of ours, however described), we will decide, acting reasonably and in good faith, whether and to whom that Potential Client is attributed, having regard (among other things) to which claim first satisfied the applicable attribution conditions. Our decision on any such matter will be final and binding.
- 3.5 **Our relationship with Potential Clients.** We decide, at our discretion, whether to onboard any Potential Client and the terms on which we provide the Services to it. We may decline to onboard any Potential Client for any reason. We are not obliged to maintain a relationship with any Potential Client for any period, and we have no obligation or liability to you in connection with any such decision.

4. REFERRAL FEES

- 4.1 **Entitlement.** Subject to these Terms, we will pay you the applicable Referral Fee for each Trigger in respect of which a Referred Client is a Verified Referral, calculated in accordance with your Schedule.
- 4.2 **Verified Referrals.** A “Verified Referral” means, in respect of a Trigger, a Referred Client who has satisfied that Trigger and in respect of whom we have verified, acting reasonably and in good faith, that:
- (a) the Referred Client’s Sign-up Date falls on or after the Start Date (or any earlier date that we agree in writing);
 - (b) the Trigger was satisfied within the applicable Qualifying Period through genuine use of the Services by the Referred Client, and not, in whole or in part, through an Artificial Transaction or any other fraudulent or abusive activity; and
 - (c) the Referred Client was not referred, and the Trigger was not satisfied, in breach of these Terms.
- 4.3 **Our assessment.** In assessing whether a Referred Client is a Verified Referral, we may take into account any information relating to the Referred Client’s Account and use of the Services, including activation, transaction frequency and values, source and destination of funds, behaviour patterns, and any other factors that we reasonably consider relevant. Our determinations under this clause 4 will be made acting reasonably and in good faith and will be final and binding.
- 4.4 **No other entitlement.** The satisfaction of a Trigger does not by itself give rise to a right to a Referral Fee. You are not entitled to any Referral Fee or to any other fee, except for Verified Referrals confirmed in a Verified Referrals Report in accordance with these Terms.
- 4.5 **No duplication.** No more than one Referral Fee of each type is payable in respect of the same Referred Client, unless your Schedule provides for that Referral Fee to be calculated or paid on a recurring basis. No Referral Fee is payable for a Verified Referral if a fee, commission or other benefit is payable to you under any other agreement or program with us for the same Referred Client.
- 4.6 **Taxes.** Unless your Schedule states otherwise, the Referral Fees are inclusive of any applicable taxes. You are responsible for all taxes, duties and charges imposed on you in connection with the Referral Fees and your activities under these Terms. We may deduct or withhold from any payment to you any amount that we are required to deduct or withhold under Applicable Law.
- 4.7 **Costs.** Unless we agree otherwise in writing before they are incurred, you shall bear all costs and expenses that you incur in connection with the Program and these Terms and we will not reimburse you for the same.
- 4.8 **No guarantee.** We make no representation, warranty or guarantee as to the amount of Referral Fees (if any) that you may generate through the Program.

5. REPORTING, INVOICING AND PAYMENT

- 5.1 **Dashboard.** We may give you access to a dashboard or other reporting tool showing aggregated information on sign-ups and other activity attributed to your Link or to you (the “**Dashboard**”). We may decide and change the content, format and frequency of updates of the Dashboard, and may suspend or discontinue it, at any time. Information shown on the Dashboard is indicative only, is subject to verification under clause 4, and does not constitute confirmation of any Verified Referral or a binding statement of any amount payable.
- 5.2 **Verified Referrals Reports.** We will issue to you, on a monthly basis (ordinarily on or around the 15th day of each month, or on such other date or at such other interval as we may notify to you), a report confirming the Verified Referrals in respect of Triggers satisfied up to the end of the preceding calendar month that have not been included in a previous report (including where the Referred Client was attributed to you under clause 3.3 after the Trigger was satisfied), and the Referral Fees payable for them (a “**Verified Referrals Report**”).
- 5.3 **Deferral and suspension.** We may, acting reasonably, defer the inclusion of any Referred Client or Trigger in a Verified Referrals Report, or suspend or delay the issue of any Verified Referrals Report, where we consider further review necessary, including in connection with suspected fraud, Artificial Transactions, unusual activity patterns, a significant increase in referral volumes, a suspected breach of these Terms or a compliance review. No Referral Fee is payable in respect of any deferred referral until we have completed our review and included that referral in a Verified Referrals Report.
- 5.4 **Queries.** If you consider that a Verified Referrals Report is incorrect, you must notify us in writing within 30 days after the date on which it is issued, giving reasonable details. We will consider your notice, and our determination will be final and binding absent manifest error. If you do not notify us within such 30-day period, the Verified Referrals Report will be final and binding on you.
- 5.5 **Invoicing.** You shall issue an invoice to us for the Referral Fees confirmed in each Verified Referrals Report by the last Business Day of the month in which that report is issued. We are not obliged to pay any Referral Fee for which we have not received a valid invoice.
- 5.6 **Payment.** We will pay the Referral Fees set out in an invoice that is consistent with the relevant Verified Referrals Report within 30 days after receiving it. Payments will be made in UAE dirhams to your bank account set out in your Schedule (unless your Schedule states otherwise). You are responsible for ensuring that your payment details are complete and accurate, and payment to that account discharges our payment obligation.
- 5.7 **Set-off.** We may set off against any amount payable to you under these Terms any amount owed by you to us, whether under these Terms or any other agreement between you and us.

6. WITHHOLDING AND CLAWBACK

- 6.1 We may withhold, reduce or claw back any Referral Fee (whether or not already paid) where we determine, acting reasonably and in good faith, that:

- (a) the relevant Trigger was satisfied, in whole or in part, through an Artificial Transaction or otherwise than through genuine use of the Services by the Referred Client;
- (b) you have breached these Terms (including clause 7);
- (c) any information provided by you or on your behalf in connection with any referral was false, misleading or incomplete; or
- (d) the Referral Fee was paid in error or exceeded the amount properly payable.

6.2 Where we claw back a Referral Fee that has already been paid, you must repay that amount to us within 7 days after our written demand, and we may also deduct it from any amount payable to you.

7. YOUR OBLIGATIONS

7.1 **General.** You must at all times:

- (a) act in good faith and with due care, skill and diligence, as a prudent businessperson, so as to safeguard the reputation, goodwill and legitimate interests of Ziina and the Services;
- (b) comply with these Terms, the Program Guidelines and all Applicable Law in connection with your participation in the Program;
- (c) ensure that any statement that you make about us or the Services is accurate, not misleading and consistent with the information and Ziina Materials that we provide; and
- (d) promptly comply with any request from us to amend or remove any content or communication that refers to us or the Services.

7.2 **Prohibited conduct.** You must not, and must ensure that no person acting on your behalf will:

- (a) make, fund, arrange or otherwise participate in any Artificial Transaction (including by transferring funds to any Account to satisfy a Trigger);
- (b) refer any person that you know, or ought reasonably to know, is not a genuine individual or entity with a bona fide intention to use the Services;
- (c) refer yourself or any entity that you own or control, unless we have agreed in writing;
- (d) open an Account, or complete any part of our onboarding process, on behalf of a Potential Client;
- (e) submit a Retroactive Attribution Request in respect of a Potential Client whom you did not introduce to us;
- (f) send unsolicited communications, or use any other marketing method, in breach of Applicable Law or the Program Guidelines;
- (g) make any representation, warranty or commitment on our behalf, or hold yourself out as our agent or representative; or
- (h) otherwise take any action intended to circumvent or abuse the Referral Fee mechanism or the Program.

- 7.3 **Anti-bribery.** You must not, and must ensure that no person acting on your behalf will, in connection with these Terms, offer, give, solicit or accept any bribe, inducement, payment, gift or advantage of any kind that constitutes an illegal or corrupt practice under Applicable Law.
- 7.4 **Notification and cooperation.** You must notify us promptly in writing if you become aware of any actual or suspected breach of this clause 7, and must provide any information and assistance that we reasonably request in connection with the Program, including to investigate any such matter or to verify your compliance with these Terms.
- 8. CHANNEL PARTNER PROGRAM AND PERK**
- 8.1 We operate a separate channel partner program (the “**Channel Partner Program**”) on the terms published on our website, as updated from time to time (the “**Channel Partner Program Terms**”). Upon your request, we may (at our discretion) designate your Link as participating in the Channel Partner Program by notice to you. Where we do so, your Link will direct Potential Clients to a landing page that we provide and that you host on your website (the “**Landing Page**”).
- 8.2 A Potential Client who signs up using a designated Link and satisfies the conditions in the Channel Partner Program Terms may be eligible for a rebate of fees payable to us, as described in the Channel Partner Program Terms and, where applicable, your Schedule (the “**Perk**”). The Perk is provided by us directly to eligible Potential Clients and is governed by the Channel Partner Program Terms, which prevail over these Terms in relation to the Perk. The Perk does not form part of the Referral Fees and does not create any right or entitlement in your favour.
- 8.3 Where your Link has been designated under clause 8.1, you must:
- (a) host the Landing Page on your website in the form we provide, and not alter, remove or obscure any part of it;
 - (b) implement, within 2 Business Days after our notice, any update to the Landing Page that we notify to you;
 - (c) not make any statement or representation about the Channel Partner Program or the Perk to any person, other than as set out in the Landing Page, the Channel Partner Program Terms or other materials that we provide; and
 - (d) remove the Landing Page from your website immediately, and in any event within 24 hours, after these Terms terminate or we notify you that we have withdrawn the designation of your Link, the Perk or the Channel Partner Program.
- 8.4 We may withdraw the designation of your Link, and may change, suspend or withdraw the Perk or the Channel Partner Program, at any time in accordance with the Channel Partner Program Terms.
- 9. ZIINA MATERIALS AND BRAND**
- 9.1 We grant you a non-exclusive, non-transferable, non-sublicensable and revocable licence, for the duration of your participation in the Program, to use the Ziina Materials solely to refer Potential Clients in accordance with these Terms and the Program Guidelines.

- 9.2 Unless we have agreed otherwise in writing, you must not:
- (a) modify the Ziina Materials, or use them in a manner that is misleading or that may harm our reputation; or
 - (b) register or use any domain name, social media account, app name, trademark or business name that contains, or is confusingly similar to, any of our names or trademarks.
- 9.3 All intellectual property rights in the Ziina Materials, and all goodwill arising from their use, belong to us or our licensors. We may require you to stop using any Ziina Materials at any time.

10. DATA PROTECTION

- 10.1 You must comply with all Data Protection Laws in connection with your participation in the Program. You are responsible for ensuring that you have a lawful basis for, and have provided all notices and obtained all consents required under Data Protection Laws in respect of, any personal data that you disclose to us.
- 10.2 You must implement and maintain appropriate technical and organisational measures to protect any personal data and Confidential Information that you receive or process in connection with these Terms against unauthorised or unlawful processing and against accidental loss, destruction or damage.
- 10.3 You must notify us promptly in writing of any actual or suspected data breach or unauthorised disclosure of personal data or Confidential Information relating to us or any Potential Client, and must cooperate fully with us to investigate and remedy it.
- 10.4 We will process any personal data that you provide to us in accordance with Data Protection Laws.
- 10.5 We are not required to disclose to you, and you must not seek to obtain from us, any information that identifies or relates to any Potential Client or Referred Client or their Account. Performance information that we make available to you (including on the Dashboard and in Verified Referrals Reports) will be provided on an aggregated basis.

11. CONFIDENTIALITY

- 11.1 Each party must keep the other party's Confidential Information confidential and must not use it except for the purposes of the Program, or disclose it to any person except:
- (a) with the other party's prior written consent;
 - (b) to its employees, officers, professional advisers, auditors, contractors and service providers who need to know it for those purposes and are bound by confidentiality obligations no less protective than those in this clause 11; or
 - (c) to the extent required by Applicable Law or by any court, regulator or other governmental authority.
- 11.2 Confidential Information does not include information that:

- (a) is or becomes publicly available other than through a breach of these Terms by the receiving party;
 - (b) was in the receiving party's possession before it was disclosed to it, or becomes available to it from a source other than the disclosing party that the receiving party does not know to be bound by a confidentiality obligation to the disclosing party in respect of that information; or
 - (c) is independently developed by or for the receiving party.
- 11.3 The terms of your Schedule, and all Verified Referrals Reports and other information relating to the Program that we make available to you (including performance information), are our Confidential Information.
- 11.4 This clause 11 continues to apply after these Terms terminate.

12. LIABILITY AND INDEMNITY

- 12.1 **Indemnity.** You must indemnify us and hold us harmless against all claims, demands, actions, losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable legal fees and interest) suffered or incurred by us or any of our Affiliates arising out of or in connection with:
- (a) any breach of these Terms by you or any person acting on your behalf;
 - (b) any breach of any representation or warranty given by you under these Terms;
 - (c) any fraudulent, negligent or unlawful act or omission, or wilful misconduct, of you or any person acting on your behalf; or
 - (d) any claim by a Potential Client, regulator or other third party arising out of the acts or omissions of you or any person acting on your behalf in connection with the Program.
- 12.2 **Exclusions.** Subject to clause 12.4, we are not liable to you, however arising, for:
- (a) any loss of profit, revenue, business, goodwill or anticipated savings, or any indirect or consequential loss;
 - (b) any loss arising from any failure or delay in tracking or attributing any sign-up, or from any unavailability, interruption or inaccuracy of the Link, the Dashboard or our systems;
 - (c) any loss arising from any decision that we make under clause 3.5, or from any change, suspension or discontinuance of the Program or any part of it in accordance with these Terms;
 - (d) any loss or damage caused to you while we are acting in good faith and in compliance with these Terms and Applicable Law; or
 - (e) any loss or damage caused to you as a result of your failure to comply with these Terms.
- 12.3 **No warranties.** The Program, the Link, the Dashboard, the Services and the Ziina Materials are provided on an "as is" and "as available" basis. To the fullest extent permitted by Applicable Law, we exclude all warranties, conditions and representations that are not expressly set out in these Terms, and we do not warrant that any of them will be uninterrupted, error-free or accurate.

- 12.4 **Events beyond our control.** We are not liable for any failure or delay in performing our obligations under these Terms that is caused by events beyond our reasonable control, including failures of third-party systems, banking or payment networks or telecommunications, cyber-attacks, epidemics, governmental or regulatory action, war, civil unrest or natural events.

13. TERM, SUSPENSION AND TERMINATION

- 13.1 **Duration.** These Terms apply from the time you accept them under clause 2.2 and continue until terminated in accordance with this clause 13.
- 13.2 **Termination without cause.** Either party may terminate these Terms at any time, without cause, by giving the other at least 30 days' written notice.
- 13.3 **Our additional termination rights.** We may terminate these Terms with immediate effect by notice to you if:
- (a) we reasonably suspect that you, or any person acting on your behalf, have made, funded, arranged or participated in an Artificial Transaction, engaged in fraud or breached clause 7;
 - (b) we reasonably consider that termination is necessary to comply with Applicable Law or any requirement or request of a regulator, or to protect us, our customers or the Services from fraud, financial crime, security, reputational or other material risk;
 - (c) you fail to satisfy our due diligence requirements, or any information that you have provided to us is or becomes untrue, inaccurate or misleading in any material respect; or
 - (d) you become insolvent or unable to pay your debts as they fall due, enter into any arrangement with your creditors, become subject to any insolvency, bankruptcy, liquidation or similar proceedings, or cease to carry on business.
- 13.4 **Suspension.** Instead of, or before, terminating these Terms, we may suspend your participation in the Program, your Link or the payment of any Referral Fee, in whole or in part, for as long as we reasonably consider necessary, where any of the circumstances in clause 13.3 applies or while we investigate whether any of them applies.
- 13.5 **Consequences of termination.** On termination of these Terms:
- (a) you must immediately stop using and distributing your Link and the Ziina Materials, and we may deactivate your Link;
 - (b) any Retroactive Attribution Request that we have not accepted by the date of termination will lapse, and no further Retroactive Attribution Request may be submitted;
 - (c) subject to clauses 5.3, 5.7 and 6, we will pay you the Referral Fees for Verified Referrals in respect of Triggers satisfied before the date of termination, which will be included in a final Verified Referrals Report, and no Referral Fee is payable in respect of any Trigger satisfied on or after that date;
 - (d) you must comply with clause 8.3(d), where applicable; and

- (e) each party must, at the other's request, return or destroy the other's Confidential Information, except to the extent that the receiving party is required to retain it under Applicable Law or for legitimate record-keeping purposes, in which case clause 11 will continue to apply to it.

13.6 **Accrued rights and survival.** Termination does not affect any rights or liabilities of either party that have accrued before termination. Clauses 1, 4.4 to 4.6, 5 (to the extent relevant to any Referral Fee payable under clause 13.5(c)), 6, 7.4, 9.3, 10, 11, 12, 13.5, 13.6, 16 and 17, and any other provision that by its nature is intended to survive, continue to apply after termination.

14. CHANGES

14.1 **Changes to these Terms.** We may amend these Terms from time to time by publishing an updated version on our website. We will give you at least 15 days' notice before any amendment that we consider to be materially adverse to you takes effect. Any other amendment, and any amendment that we need to make to comply with Applicable Law or any regulatory requirement or to address fraud, security or other risk, may take effect immediately or on such date as we may specify.

14.2 **Your acceptance.** If you do not agree to an amendment to these Terms, you may terminate these Terms with immediate effect by notice to us given before the amendment takes effect or, if it takes effect immediately, within 15 days after we notify or publish it. If you continue to participate in the Program after an amendment takes effect, you will be deemed to have accepted the relevant amendment.

14.3 **No retrospective effect.** No amendment under clause 14.1 will affect any Referral Fee in respect of a Trigger satisfied before the amendment takes effect.

14.4 **Changes to the Commercial Terms.** The Commercial Terms may be changed by written agreement between you and us. Unless otherwise agreed in writing, a change to the Commercial Terms applies only to Referred Clients whose Sign-up Date falls on or after the date on which the change takes effect.

14.5 **Operational changes.** We may change the operational features of the Program (including the Dashboard, reporting arrangements, the format of the Link and our tracking and attribution methods), at any time, with effect from when we notify you of, or publish, the change.

14.6 **Other variations.** Other than an amendment or change made by us under clause 14.1 or 14.5, no variation of these Terms or your Schedule is effective unless it is in writing, expressly refers to these Terms or your Schedule, and is signed (including electronically) by an authorised representative of Ziina.

15. RELATIONSHIP AND NON-EXCLUSIVITY

15.1 You participate in the Program as an independent contractor. Nothing in these Terms creates any employment, partnership, joint venture, agency or fiduciary relationship between you and us.

15.2 Your role is limited to introducing Potential Clients to us in accordance with these Terms. Unless we expressly request otherwise in writing, you must not take any other part in our sales,

onboarding or customer service processes, and you have no authority to enter into any contract, make any commitment or incur any obligation on our behalf.

- 15.3 These Terms do not restrict either party from engaging, directly or indirectly, with any other person. In particular, we may enter into referral or similar arrangements with others, and you have no right to any fee in respect of any person introduced to us by others or identified by us. You may refer Potential Clients to other service providers and participate in other referral or similar arrangements, provided that you continue to comply with these Terms.

16. GENERAL

- 16.1 **Order of precedence.** If there is any conflict or inconsistency between these Terms and:
- (a) your Schedule, these Terms prevail, except that your Schedule prevails in relation to the Referral Fees, the Triggers and the Qualifying Periods, and to the extent that it expressly states that it varies a specified provision of these Terms;
 - (b) any other agreement between you and us relating to the Program, these Terms prevail unless that agreement complies with clause 14.6 and expressly states that it varies a specified provision of these Terms; and
 - (c) any other materials relating to the Program, these Terms prevail (subject to clause 8.2 in relation to the Perk).
- 16.2 **Your Account.** If you hold an Account, your use of the Services is governed by the terms and conditions that apply to that Account, which are separate from, and are not affected by, these Terms.
- 16.3 **Assignment.** You must not assign, transfer, novate or otherwise deal with any of your rights or obligations under these Terms without our prior written consent. We may assign, transfer or novate any of our rights or obligations under these Terms, and you consent in advance to any such assignment, transfer or novation. We may also subcontract the performance of any of our obligations under these Terms.
- 16.4 **Notices.** Notices and other communications under these Terms must be in writing. We may send notices to you by email to the email address specified in your Schedule or, if none is specified, the email address you provided during our onboarding process (in each case as updated by notice to us) and, in the case of amendments under clause 14 (other than amendments that we consider to be materially adverse to you), by publishing them on our website. You must send notices to us by email to partnerships@ziina.com or to such other address as we may notify to you. A notice sent by email is deemed received at the time it is sent, unless the sender receives an automated message that it has not been delivered.
- 16.5 **Entire agreement.** These Terms, your Schedule and the Program Guidelines constitute the entire agreement between you and us in relation to the Program and supersede any previous agreement, arrangement or understanding between us relating to it. You acknowledge that, in accepting these Terms, you have not relied on any statement, representation or promise that is not set out in these Terms.

- 16.6 **Electronic acceptance and records.** These Terms, your Schedule and any notice or other communication under them may be accepted, signed and given electronically. Our electronic records (including records of your acceptance of these Terms, our tracking and attribution data and Account data) will be admissible in evidence and, absent manifest error, conclusive of the matters they record.
- 16.7 **Severability.** If any provision of these Terms is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable or, if that is not possible, deleted, and the remaining provisions will not be affected.
- 16.8 **Waiver.** A failure or delay by a party to exercise any right or remedy under these Terms does not constitute a waiver of that or any other right or remedy.
- 16.9 **Third party rights.** No person other than you and us has any right to enforce any provision of these Terms.
- 16.10 **Language.** These Terms are drawn up in English. If they are translated into any other language, the English version prevails to the extent permitted by Applicable Law.

17. GOVERNING LAW AND JURISDICTION

- 17.1 These Terms, your Schedule and any dispute or claim arising out of or in connection with them (including any non-contractual dispute or claim) are governed by the laws of the Emirate of Dubai and, to the extent applicable in the Emirate of Dubai, the federal laws of the United Arab Emirates.
- 17.2 The courts of the Emirate of Dubai have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or your Schedule, except that we may bring proceedings against you in any other court of competent jurisdiction.

If you have any questions about these Terms or the Program, please contact us at partnerships@ziina.com.