

NOON FOOD LLC
AND
URBANCLAP TECHNOLOGIES DMCC
AND
**URBAN COMPANY LIMITED (FORMERLY URBANCLAP TECHNOLOGIES INDIA
PRIVATE LIMITED)**

Dated: 2 July 2025

BUSINESS COLLABORATION AGREEMENT

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATIONS.....	3
2.	SCOPE, COMMENCEMENT AND DURATION	7
3.	REPRESENTATIONS, WARRANTIES AND COVENANTS.....	8
4.	OBLIGATIONS OF UC AND UC INDIA	9
5.	OBLIGATIONS OF PARTIES.....	11
6.	EXCLUSIVITY.....	13
7.	FEES AND PAYMENT TERMS.....	13
8.	SECURITY ASSESSMENTS.....	13
9.	OWNERSHIP AND USE OF INTELLECTUAL PROPERTY	14
10.	INDEMNIFICATION AND LIMITATION OF LIABILITY	14
11.	CONFIDENTIAL INFORMATION	16
12.	EVENT OF DEFAULT AND REMEDIES.....	18
13.	SALE OF MIDDLE EAST BUSINESS.....	18
14.	FORCE MAJEURE	18
15.	TERMINATION OF AGREEMENT.....	19
16.	MISCELLANEOUS	20
	Appendix 1	24
	Appendix 2	26
	Appendix 3	30
	Appendix 4	32
	Appendix 5	34
	Appendix 6	35
	Appendix 7	36

BUSINESS COLLABORATION AGREEMENT

This Business Collaboration Agreement is executed on 2 July 2025 (the “**Effective Date**”) by and between:

- (1) **NOON FOOD LLC**, a limited liability company, incorporated under the laws of the UAE and registered under commercial no. 937129, having its office at P.O. Box 126251, Boulevard Plaza Tower 2, Level 7, Downtown Dubai, UAE (hereinafter referred to as “**noon**”, which expression shall wherever the context permits, admits or requires be deemed to mean and include its successors-in-interest and permitted assigns);
- (2) **URBANCLAP TECHNOLOGIES DMCC**, a company incorporated under the laws of the UAE and registered under license no. DMCC-430968, having its office at registered office at Unit No: 1306 Jumeirah Bay 2 Plot No: JLT-PH2-X2A Jumeirah Lakes Towers Dubai, UAE (hereafter referred to as the “**UC**”, which expression shall wherever the context permits, admits or requires be deemed to mean and include its successors-in-interest and permitted assigns); and
- (3) **URBAN COMPANY LIMITED** (Formerly UrbanClap Technologies India Private Limited), a company incorporated under the laws of India and bearing corporate identification number U74140DL2014PLC274413, having its office at Unit No. 8, Ground Floor, Rectangle 1, D-4 Saket District Centre, New Delhi 110 017, Delhi, India (hereafter referred to as the “**UC India**”).

(noon and UC shall be collectively referred to as the “**Parties**” and individually as a “**Party**”).

WHEREAS:

- a) UC is a leading online services marketplace operating through its website (www.urbancompany.com) and mobile application (the “**UC App**”) that connects users with independent third-party home service provider entities (“**Service Provider Entities**”, as defined below) who provide at-home services ranging from cleaning, beauty and wellness to home repairs, via their employees/ personnel (“**Professionals**”). UC India is the parent company of UC and is a confirming party to this Agreement with limited obligations.
- b) noon and its Affiliates own and operate a leading online consumer ecosystem in the Middle East providing e-commerce, quick-commerce, food delivery, and fintech services accessed through its e-commerce website (www.noon.com) and mobile application (together with all shared and interoperability layers and databases, the “**noon App**”).
- c) UC and noon wish to collaborate by enabling UC to list and offer the Services (*defined below*) through the Service Provider Entities via the integration of the UC web interface within the noon App in the Territory (*defined below*) (“**Purpose**”). The Parties wish to hereby record the terms and conditions on which the Parties will pursue the Purpose in accordance with the relevant Applicable Laws (*defined below*).

In view of the above, the Parties and UC India hereby agree to enter into this Agreement according to the below terms and conditions:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1. As used in this Agreement, the following words and terms shall have the meaning ascribed to them below:

“Affiliate”		means any other Person that, directly or indirectly, controls, is controlled by or under common control with such body corporate, whether through ownership of voting securities, management control or otherwise. For purposes of this definition, the term " control " as applied to any Person means (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management of that Person and (b) the ownership, directly or indirectly, of more than fifty percent (50%) of the shares, voting power or other ownership interest of another Person.
“Agreement”		means this Business Collaboration Agreement, its appendices and all other attachments to this Agreement, including any extension, renewal, ancillary, addendum or amendment hereof agreed to, in writing, by the Parties and UC India.
“Applicable Laws”		means in the context of the relevant party’s obligations: (i) the laws and binding regulations, binding ministerial decisions and binding decrees of the United Arab Emirates; (ii) all laws and regulations applicable to the jurisdiction of its incorporation; or (iii) all laws , statutes, ordinance, rule, judgment, notification, order, by-law, permits, licenses, approvals, consents, authorizations, government approvals, directive, guidelines and regulations applicable to the provision, performance and use of the Services in the Territory.
“Breach Obligation”	Penalty	In the event of any breach of the Service Level Agreement by UC outlined in Appendix 2 of this Agreement, UC shall issue appropriate coupon/credits as outlined in Appendix 2 of the Agreement which can be redeemed by the Customers, whose experience was impacted by the Service Level Agreement breaches, in their next bookings.
“Business Day”		means any day excluding any Saturday and Sunday and official holidays in the United Arab Emirates.
“Confidential Information”		means all information provided by either Party to the other Party and/or UC India, including all information in written, oral, or other tangible or intangible forms, whether or not marked as ‘confidential’ or ‘proprietary’, directly or indirectly as a result of this Agreement, which may include, but is not limited to, information related to Service Provider Entities, Customer data, financial data, intellectual property, payment history and behavior, personal and sensitive data, account details, discoveries, ideas, concepts, know-how, techniques, designs, financial models, financial solutions, business plans, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, marketing plans, Customer names, and other technical, financial, proprietary or business information.
“Customers”		noon customer who have used the noon App to avail one or more Services facilitated by UC, through the Service Provider Entities.

“Disclosing Party”	has the meaning ascribed thereto in clause 11.1 of this Agreement.
“Exclusivity Obligation”	has the meaning ascribed thereto in clause 6.1 of this Agreement.
“Force Majeure”	means an act of war, hostility or sabotage; act of God; any epidemic, pandemic or any other outbreak as declared by relevant government authorities or international authority (e.g., World Health Organization); terrorist attacks, electrical internet or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); strikes, lockouts, riots, civil disorders, rebellions; or other event outside the reasonable control of the obligated Party.
“Go Live Date”	shall mean a date as mutually agreed in writing by the Parties (email being sufficient for this purpose), and shall be the date from which the Services contemplated under this Agreement commence.
“Intellectual Property Rights”	means all designs, patents, rights to inventions, utility models, copyright and related rights, trade marks, trade names, domain names, rights in get-up/trade-dress, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist in the future in any part of the world.
“noon customers”	means the users of the noon App.
“noon ONE”	refers to the flagship loyalty program offered through the noon App.
“Online Commerce Platforms”	refer to businesses that facilitate the buying and selling of goods or services over the internet, including platforms for e-commerce, food delivery, quick-commerce, and any other online marketplaces (including but not limited to, Amazon, Talabat, Deliveroo, InstaShop, Ninja, Careem, Uber, Yango, HungerStation, Jahez, Nana, Keeta).
“Person”	means an individual, partnership, corporation, joint stock company, limited liability company, association, trust, joint venture, unincorporated organization, or other business or investment entity.
“Project Manager”	has the meaning ascribed thereto-in clause 5.2 of this Agreement.

“Quicker SLAs”		has the meaning ascribed thereto-in clause 4.1.9 of this Agreement.
“Receiving Party”		has the meaning ascribed thereto-in clause 11.1 of this Agreement.
“Renewed Term”		has the meaning ascribed thereto-in clause 2.2 of this Agreement.
“Security Assessment”		means the testing and/or evaluation of security controls to determine the extent to which the controls are implemented correctly, operating as intended, mitigating cybersecurity risks and producing the desired outcome with respect to meeting security and regulatory requirements for information systems within the scope of this Agreement.
“Services”		means any and all the services provided by UC through the Service Provider Entities as on the Go Live Date on the UC App including on-demand deep cleaning (including cleaning subscription), all-rounder helpers, salon and wellness services for men and women (mass and luxe), electricians, plumbers, carpenters, handymen, painters, packers and movers, pest control, deep cleaning and AC cleaning and repair, personal chef. If the Parties mutually agree in writing to include any other services, such services will be referred to as Services for the purposes of this Agreement.
“Service Entities”	Provider	means independent third-party aggregator entities who employ Professionals to provide Services to users of the UC App.
“Service Agreements”	Level	means the service levels as agreed between the Parties and set out in Appendix 2 of this Agreement.
“Embedded Integration”	Webview	means a method of technical integration whereby one Party (e.g., noon) renders and displays the other Party's (e.g., UC's) web-based interface (such as mobile website or responsive web application) within its own mobile application through a webview container, without incorporating or embedding a software development kit or native application code. This integration allows users of the host application to interact with the embedded Party's services directly within the host app's interface, with all functionality, content, data capture, and rendering occurring on the embedded Party's infrastructure and governed by their backend systems.
“Territory”		means the UAE.
“Term”		means the Initial Term, and shall include any extended or Renewed Term if this Agreement is extended or renewed in accordance with clause 2.2.
“Termination Date”		means the date from which this Agreement terminates pursuant to clause 15 of this Agreement.
“UAE”		means the United Arab Emirates.

- 1.2. Save where specifically required or indicated otherwise:
- 1.2.1. references to this Agreement include the recitals, and appendices that form part of this Agreement for all purposes. References in this Agreement to the Parties and/ or UC India, the recitals, appendices and clauses are references respectively to the Parties, UC India and their legal personal representatives, successors and permitted assigns, the recitals, appendices and clauses of this Agreement;
 - 1.2.2. words importing one gender shall be treated as importing any gender, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof;
 - 1.2.3. any capitalized terms used in any appendix but not otherwise defined therein shall have the meaning given to it in this Agreement;
 - 1.2.4. references to the word “include” or “including” (or any similar term) are not to be construed as implying any limitation and general words introduced by the word “other” (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
 - 1.2.5. any reference to “writing” or “written” includes any method of reproducing words or text in a legible and non-transitory form;
 - 1.2.6. clause number and paragraph headings and the table of contents are inserted for ease of reference only and shall not affect construction;
 - 1.2.7. the words such as “herein”, “hereinafter”, “hereof”, and “hereunder”, refer to this Agreement as a whole and not merely a subdivision in which such words appear unless the context otherwise requires; and
 - 1.2.8. references to a “day”, “month” and “year” shall be to a day, month and year, respectively of the Gregorian calendar, references to times of the day are to that time in the Territory, and references to a day are to a period of twenty four (24) hours running from midnight to midnight.

2. SCOPE, COMMENCEMENT AND DURATION

2.1. Scope

UC and noon agree to collaborate in the implementation of an app-in-app integration that will enable UC to facilitate the provision of Services through the Service Provider Entities via Embedded Webview Integration of the UC App within the noon App, allowing noon customers in the Territory to access and book the Services directly through the noon App. As part of this collaboration, Parties will jointly develop and implement a technical solution to integrate the Service offerings into the noon App. In consideration of this collaboration, UC shall pay noon a fee as set out in **Appendix 1**.

2.2. Commencement And Duration

This Agreement shall take effect on the Effective Date and, subject to clause 15, shall remain in full force and effect for an initial term of three (3) years from the Effective Date (the “**Initial Term**”) unless extended in writing, by mutual agreement or renewed in the manner provided in this Agreement. Unless either Party provides written notice of non-renewal or termination to the other Party at least ninety (90) days prior to end of the Initial Term, this Agreement shall

automatically stand renewed for successive one (1) year periods (each, an “**Renewed Term**”). If such notice is given, this Agreement shall expire at the end of the Initial Term.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1. Representations and Warranties

3.1.1. Each Party represents and warrants to the other Party that on the Effective Date and throughout the Term of this Agreement that:

- (a) it is a company duly organized, validly existing and in good standing under the Applicable Laws of the jurisdiction of its incorporation;
- (b) this Agreement and all obligations under it constitute its valid and binding obligations;
- (c) nothing in any Applicable Law prevents it from fulfilling its obligations under this Agreement;
- (d) this Agreement has been duly executed by its authorized officer;
- (e) it has full capacity, power and authority and all necessary licenses, permits, approvals, and consents to enter into and to perform this Agreement and will maintain the same in full force and effect for the Term; and
- (f) it shall comply with all Applicable Law in the performance of the transactions related to this Agreement; and
- (g) it owns, or has the right to use, its Intellectual Property and use by the other Party of such Intellectual Property Rights in accordance with this Agreement and to the best of its knowledge, has not and shall not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

3.1.2. UC India as a confirming party represents and warrants to the Parties that as on the Effective Date, it is a company duly incorporated under laws of India and this Agreement has been duly executed by its authorized officer.

3.1.3. UC represents and warrants to noon on the Effective Date that all Professionals providing the Services are trained, verified, and qualified and the Services offered by the Service Provider Entities on UC’s platform are lawful under Applicable Law.

3.2. Covenants

3.2.1. UC hereby covenants and undertakes to noon that it shall throughout the Term of this Agreement:

- (a) duly perform, discharge, and comply with all its obligations and responsibilities set forth in this Agreement, in a timely and professional manner and in accordance with the Applicable Laws;
- (b) endeavor on a best efforts basis that the Services provided by the Professionals conform to industry best practices, and standards prescribed by noon (if any) from time to time;
- (c) endeavor to ensure that all Professionals providing the Services are trained, verified, qualified, and equipped to perform the Services in a safe, lawful, and professional manner, and that they operate in accordance with Applicable Laws;

- (d) to ensure that the performance and delivery of all the Services by the Service Provider Entities are in strict conformity with the Service Level Agreements defined in **Appendix 2** of this Agreement, performance metrics, quality benchmarks, and other requirements as set forth in this Agreement; and
 - (e) that all the Services offered by the Service Provider Entities are in compliance with Applicable Laws.
- 3.2.2. UC and UC India hereby covenant and undertake to noon that they shall throughout the Term of this Agreement:
- (a) implement and maintain appropriate technical and organizational security measures to protect all personal data and Confidential Information received or accessed under this Agreement as per Applicable Laws, ensuring on a best effort basis that such data is safeguarded against unauthorized access, loss, misuse, or disclosure;
 - (b) not collect, use, store, process, or disclose any noon customer data except as expressly permitted under this Agreement or as may be required by Applicable Law and they shall not use such data for any purpose unrelated to the Purpose under this Agreement; and
 - (c) control and/or process any data obtained under or in connection with this Agreement strictly in accordance with the applicable data protection and privacy laws of the Territory and/or India, including any amendments or successor legislation.
 - (d) that they shall not, and shall ensure that their employees, contractors, third party service providers, and agents do not:
 - (i) use or deploy any web crawlers, spiders, bots, scrapers, or other automated means or devices to access, extract, copy, or monitor any part of the noon App, systems, or content; and/or
 - (ii) circumvent, disable, or interfere with any security-related features or access controls implemented by noon App.
 - (e) that it has implemented, and shall maintain throughout the term of this Agreement, adequate technical and organizational security measures as required under Applicable Laws to safeguard any data received under this Agreement.

4. OBLIGATIONS OF UC AND UC INDIA

- 4.1. UC shall comply with the following obligations throughout the Term of this Agreement:
- 4.1.1. being fully responsible for providing end-to-end Customer support, ensuring the fulfillment of Services, and maintaining high service quality standards, as agreed in this Agreement. This includes managing Customer inquiries, complaints, and feedback, as well as overseeing the complete service delivery process to provide reasonable Customer satisfaction as per the agreed Service Level Agreements;
 - 4.1.2. offering the same level of customer support to the Customers transacting on the noon App as it provides to users on the UC App;
 - 4.1.3. taking full responsibility for the actions of the Service Provider Entities to the extent of its role as an intermediary/marketplace as per applicable laws. Except to the extent of any claims solely

arising due to any actions or omissions on part of noon, including but not limited to fraud, wilful misconduct, gross negligence or breach of Applicable Law, neither UC nor any Service Provider Entities shall have recourse to noon or its Affiliates in this regard. In the event the Customer engages in any conduct constituting harassment, abuse, or any criminal act against UC, the Service Provider Entities and/or the Professionals, or otherwise breaches UC's terms and conditions for customers and/or Applicable Law, UC shall have the right, without limitation, to take appropriate legal or remedial action, including but not limited to suspension or termination of Services to such Customer. Such action shall not constitute a breach of this Agreement by UC;

- 4.1.4. handling all aspects of Customer payment processing related to the Services offered.
- 4.1.5. delivering all Services and ensuring that any services provided by its service providers comply with the Service Level Agreements defined in **Appendix 2**. This includes adhering to the specified performance metrics, response times, and quality standards mutually agreed upon by the Parties.
- 4.1.6. complying with all reporting requirements and maintain transparency as outlined in **Appendix 3** of this Agreement. This includes providing regular reports on service performance, Customer feedback, and any other metrics specified therein;
- 4.1.7. managing all Customer communications in compliance with the guidelines set forth in **Appendix 4** of this Agreement, which shall be subject to revision as mutually agreed by the Parties. This encompasses all forms of communication, ensuring clarity, responsiveness, and adherence to any prescribed communication protocols;
- 4.1.8. within two (2) months from the Go-Live Date, provide to noon ONE members: (i) priority support; (ii) more friendly standard operating procedures for customer support; (iii) no minimum checkout fee for Services above forty nine (49) AED; and/or (iv) exclusive offers/discounts from time to time;
- 4.1.9. making all necessary operational, technical, and organizational provisions to enable the implementation of quicker Services at hyper-localities as identified and communicated by noon to UC in writing (email being acceptable) ("**Quicker SLAs**"). The specific terms, performance metrics, geographies, services covered, and associated responsibilities under the Quicker SLAs shall be documented in a written addendum to be mutually executed by the Parties and appended to this Agreement as **Appendix 7**;
- 4.1.10. UC shall provide noon with the most recent version of its terms and conditions applicable to users from time to time.
- 4.1.11. complying with the Breach Penalty Obligations; and
- 4.1.12. performing and fulfilling its obligations in a professional and responsible manner, avoiding any action that could damage the reputation of noon or its Affiliates. UC shall ensure that communications, and any public-facing materials or actions relating to the Services are aligned with the brand values and public image of noon.
- 4.1.13. UC shall promptly notify noon of any actual incident, complaint, investigation, or adverse event directly impacting a Customer that may reasonably be expected to result in reputational damage to noon, and shall cooperate fully with noon in mitigating such risk. In the event of any reputational harm caused directly by UC or its agents, UC shall endeavor to remedy such

reputational harm on a best effort basis within fifteen (15) days, failing which, noon shall have the right to require further reasonable corrective actions, as mutually decided between the Parties to remedy the situation.

- 4.2. UC shall comply with the following obligations throughout the Term of this Agreement:
 - 4.2.1. adhering to all integration and usage requirements pertaining to the Embedded Webview Integration as detailed in **Appendix 5** of this Agreement. This includes ensuring compatibility, security, and functionality standards are met in the implementation of the Embedded Webview Integration; and
 - 4.2.2. shall only use, store, disclose or access data in compliance with any Applicable Laws and only to the extent needed to fulfil its contractual obligations and for the Purpose of this Agreement.
 - 4.2.3. UC and UC India agree to comply with the data processing and data security obligations as set forth in **Appendix 6** of this Agreement.

5. OBLIGATIONS OF PARTIES

- 5.1. Each Party shall use commercially reasonable efforts to complete all necessary integration, onboarding, and operational readiness activities required to achieve a successful launch by the Go Live Date. If a delay in the Go Live Date results from a Party's failure to meet its obligations under this Agreement, that Party shall promptly notify the other Party and take all reasonable corrective actions to minimize further delay.
- 5.2. Each of the Parties shall appoint a project manager ("**Project Manager**") which shall have the following responsibilities:
 - 5.2.1. resolve day-to-day problems; and
 - 5.2.2. escalate issues to the upper management as he deems necessary for further actions.

The Project Manager may be substituted by a Party by giving fourteen (14) days prior written notice on the other Party in line with the notification mechanism set out in clause 16.2 below.
- 5.3. Each Party shall:
 - 5.3.1. engage the other Party in planning discussions in relation to the Purpose from time to time;
 - 5.3.2. keep the other Party informed about its own progress in relation to the Purpose;
 - 5.3.3. facilitate regular discussions between appropriate members of its personnel and those of the other Party in relation to the Purpose, including in relation to:
 - (a) performance and issues of concern in relation to the Purpose;
 - (b) new developments and resource requirements;
 - (c) compliance with deadlines; and
 - (d) such other matters as may be agreed between the parties from time to time.
 - 5.3.4. supply to the other Party information and assistance reasonably requested by it relating to the Purpose as is necessary to enable the other Party to perform its own obligations in relation to the Purpose; and

- 5.3.5. review documentation, including draft specifications or service descriptions or other technical documentation, for use when performing its obligations in relation to the Purpose (if any), as soon as reasonably practicable at the request of the other Party, and notify it of any errors or incorrect assumptions made in any such documents so far as it is aware.
- 5.4. UC and noon agree to conduct a joint annual review of the commercial terms set forth in this Agreement including but not limited to pricing, payment structures, service fees, and related cost components. Such reviews shall take into consideration key performance indicators, operational efficiency, cost fluctuations, and prevailing market conditions. Based on the outcome of the review, the Parties shall, in good faith, engage in discussions to renegotiate the commercial terms where necessary to ensure continued fairness, viability, and alignment with business objectives. Any changes agreed upon shall be documented in a written amendment or addendum to be signed by both Parties.
- 5.5. In addition to the Services, the Parties may, on a best-efforts basis and subject to mutual agreement, collaborate to list private label products sold by UC or its Affiliates on the noon App under noon or its Affiliate's existing marketplace model. The terms and conditions governing such listing, including commercials, operational responsibilities, and service levels, shall be agreed separately in writing by the Parties.
- 5.6. The Parties shall, on a best-efforts basis and subject to mutual agreement agree upon payment gateway integration of noon and/or its Affiliates' payment gateway services in relation to the Services on the noon App and/ or the UC App.
- 5.7. noon shall comply with the following obligations throughout the Term of this Agreement:
- 5.7.1. providing UC with access to the noon App, subject to the agreed technical and operational terms, for the purpose of listing and offering the Services on the noon App. noon shall at its discretion decide on the placement of the listing and offering of the Services on the noon App, however, a prior written intimation (email being acceptable) to UC shall be provided by noon in this regard.
- 5.7.2. noon shall extend marketing and promotional support to UC for the listed Services, which may include at noon's discretion in-app banners, push notifications, email campaigns, and other digital marketing initiatives, so long as such marketing and promotion does not pertain to discounts. Any marketing and promotion, including those involving discounts, shall be carried out in accordance with the terms set out in the Service Level Agreement in **Appendix 2**.
- 5.8. Upon UC's request, and if required under Applicable Law, noon shall provide reasonable assistance in connection with any action in relation to legal proceedings taken or facilitated by UC against any Customer on account of any misconduct, bodily harm or injury, harassment or criminal actions by the Customer against the Professionals.
- 5.9. In the context of the UC's Embedded Webview Integration, noon and UC hereby acknowledges and agrees that:
- (a) no cookies, including but not limited to user authentication tokens, shall be stored, shared, intercepted, or misused.
- (b) no API requests originating from the WebView shall be intercepted, logged, or tampered with.

5.10. Noon shall not,

- (a) use or deploy any web crawlers, spiders, bots, scrapers, or other automated means or devices to access, extract, copy, or monitor any part of UC's Embedded Webview Integration, systems, or content; and/or
- (b) circumvent, disable, or interfere with any security-related features or access controls implemented by UC's Embedded Webview Integration.

6. EXCLUSIVITY

- 6.1. The Parties agree that during the Term of this Agreement ("**Exclusivity Period**"): (i) UC shall not enter into agreements with any Other Online Commerce Platforms within the Territory for the listing and facilitating provision of the Services; and (ii) noon shall not enter into agreements with any other online service providers operating in the same categories as UC within the Territory whether directly or indirectly offering the Services (together, the "**Exclusivity Obligation**"). If UC acquires any online service provider or marketplace operating in the same category as UC within the Territory (excluding JustLife), then it will make the services of such online service provider or marketplace exclusive on the noon App and terminate any existing agreements that such online service provider may have with competing Online Commerce Platforms, as soon as possible on same commercial terms. If UC acquires JustLife, and integrates it into UC then the acquired business should also be made exclusive on the noon App. However, post acquisition if JustLife is expected to operate as a standalone brand for more than twelve (12) months post-acquisition, then UC and noon shall mutually discuss in good faith the steps that UC shall be required to take towards the partnership of JustLife with other Online Commerce Platforms.
- 6.2. In relation to the additional services that UC may list on the UC App, if either UC elects not to include such additional service(s) (or product features) as a Service on the noon App, or if noon declines to include any such additional service(s) (or product features) to the Services displayed on the noon App, such excluded service(s) and/or product features, shall also be subject to the Exclusivity Obligations set out in this clause 6.1 of this Agreement.

7. FEES AND PAYMENT TERMS

UC agrees to make a payment to noon for the collaboration in accordance with the fee structure and payment terms set forth in **Appendix 1**. All details regarding invoicing procedures, payment timelines, reconciliation processes, and audit rights are also provided in **Appendix 1** and shall govern the financial arrangements between the Parties. Both Parties agree to adhere strictly to the provisions outlined therein.

8. SECURITY ASSESSMENTS

- 8.1. The Parties and UC India shall regularly conduct Security Assessments that are clear from any vulnerabilities with medium or above criticality for the noon App, UC's Embedded Webview Interface, and any relevant system(s) and system integrations, at least once, on an annual basis or upon publishing new releases using independent third party.
- 8.2. The Parties and UC India, further, abide to conduct regular vulnerability assessments, at least, once on an annual basis to the noon App hosting infrastructure, UC's Embedded Webview Interface and any UC-owned systems related to the scope of the Services.

- 8.3. The Parties and UC India commit to close any identified vulnerabilities within reasonable time according to severity and global standards.

9. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

- 9.1. The Parties agree to the following:

- 9.1.1. each Party shall retain all right, title, and interest in and to its respective Intellectual Property Rights. Nothing in this Agreement shall be construed as granting any license, assignment, or other rights in or to the other Party's Intellectual Property Rights, except as expressly set forth herein.
- 9.1.2. the noon App, including all in-built features, functionalities, trademarks, marketing materials and Intellectual Property Rights and any updates, modifications or improvements thereto, shall remain the sole property of noon;
- 9.1.3. the UC App, including all in-built features, functionalities, trademarks, marketing materials and Intellectual Property Rights and any updates, modifications or improvements thereto, shall remain the sole property of UC and UC India (as the case maybe);
- 9.1.4. UC shall have access to only such Customers' data that a Customer shares with UC solely and specifically in connection with availing Services, as per Applicable Laws provided that any and all of noon customer's data shall remain the sole property of noon. All Customers' data that is provided to UC will be treated as per UC's privacy policy as accepted by such Customer;
- 9.1.5. during the Term, each Party and its Affiliates shall have a non-exclusive license to use the Intellectual Property Rights of the other Party for the Purpose and as per the terms of this Agreement and any usage of the other Party's Intellectual Property Rights by a Party for any reasons other than the Purpose, shall be subject to written approval by the other Party;
- 9.1.6. neither Party shall acquire any interest in the other Party's Intellectual Property Rights or any other products, services or materials, nor any copies or portions thereof provided by such Party pursuant to this Agreement, and any commercial use of the Intellectual Property Rights other than pursuant to this Agreement is strictly prohibited;
- 9.1.7. in the event that either Party becomes aware that a third-party may be infringing any Intellectual Property Rights of the other Party; such Party shall promptly notify the other Party of such infringement in writing. The Parties shall then, in good faith, meet together with a view to agreeing on a course of action;
- 9.1.8. the ownership of all Intellectual Property Rights belonging to a Party used in promotional materials, correspondence and the like shall at all times remain with such Party and may not be used by the other Party except with the prior written approval of the other Party; and
- 9.1.9. each Party undertakes to take all necessary steps to safeguard its Intellectual Property Rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 10.1. UC agrees to indemnify, defend, and hold harmless noon, its Affiliates, and their respective officers, directors, employees, and agents (collectively, the "**Indemnified Parties**") from and against any and all actual and direct claims, demands, actions, suits, proceedings, losses, liabilities, damages, penalties, fines, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "**Losses**") arising out of or in connection with:

- 10.1.1. *Terms of Agreement*: Any breach by UC and/or UC India of any representation, warranty, covenant, or other obligations under this Agreement;
- 10.1.2. *Breach of Obligations*: Any act or omission by UC in connection with the performance of its obligations under this Agreement; or
- 10.1.3. *Customer Issues*: Any claims, complaints, or disputes raised by Customers relating to the Services provided by the Service Provider Entities or performance, including without limitation personal injury, property damage, or service dissatisfaction, except those attributable solely to noon's actions or omissions; or
- 10.1.4. *Third-Party Claims*: Any third-party claims arising from Service Provider Entities or Professionals against noon or its Affiliates.
- 10.2. In the event of an indemnity claim arising solely from a breach of UC India's representations, warranties, covenants or obligations under this Agreement, and where UC is unable to satisfy such claim, then noon may proceed against UC India, and UC India shall be obligated to perform, discharge, and satisfy, the indemnity obligations related to such breach of its representations, warranties, covenants or obligations.
- 10.3. *Indemnity Procedure*: In the event that any claim, complaint, or legal action is brought by a third-party (including a Customer, Service Provider Entities or Professional) relating to the Services facilitated by UC through the Service provider Entities, and such claim is directed against noon, UC shall assume primary responsibility of such claim by promptly addressing, resolving, and defending such claim at its sole cost and expense, including defending noon against any such claim. If UC fails to assume the defense of noon within a reasonable period after receiving notice of such claim (and in any event, no later than five (5) Business Days from such notice), noon shall have the right, but not the obligation, to undertake the defense or settlement of the claim. In such case, any and all direct costs, expenses, settlements, and liabilities reasonably incurred by noon in connection with such defense shall be promptly (and in any event, no later than ten (10) business days from such notice) reimbursed by UC upon written demand. Without prejudice to the foregoing, in handling such claims UC can abide to their internal policies.
- 10.4. In no event shall UC and UC India be liable to noon for any special, incidental, indirect, punitive, exemplary or consequential damages (including without limitation any loss of profits, loss of business or anticipatory profits, loss of use, loss of data, loss of revenue, loss of goodwill, or any interruption of business), whether based on breach of contract, warranty, tort (including negligence) or otherwise, whether or not such Party has been advised of the possibility of such damage.
- 10.5. Subject to clause 10.6 below, UC's and/or UC India's aggregate liability shall not exceed (a) the total amounts paid by UC to noon in the six (6) preceding months; or (b) in case of the first six (6) months of the Term one million United States Dollars (USD 1,000,000.00).
- 10.6. The limitation of liability set out in clause 10.5 does not apply to: (a) any third party claims against noon (including those from Customers, Service Provider Entities or Professionals) related to the Service; (b) liability arising from or in connection with (i) wilful misconduct and/or fraud by UC / UC India; (ii) gross negligence by UC / UC India; or (iii) death or personal injury caused by UC's negligence.

11. CONFIDENTIAL INFORMATION

- 11.1. Each Party and UC India (the "**Receiving Party**") acknowledges that in connection with this Agreement each Party and UC India shall gain access to Confidential Information of the other Party and/or UC India (the "**Disclosing Party**"). As a condition to being furnished with Confidential Information, the Receiving Party agrees, during the Term and shall continue to apply post the termination of this Agreement thereafter, to:
- 11.1.1. from using any of the Disclosing Party's Confidential Information other than as strictly necessary to exercise its rights and perform its obligations under this Agreement;
 - 11.1.2. refrain from using any of the Disclosing Party's Confidential Information, either directly or indirectly, in any manner to the detriment of the Disclosing Party or to obtain any competitive benefit(s) with respect to the Disclosing Party; and
 - 11.1.3. maintain the Disclosing Party's Confidential Information in strict confidence and, subject to clause 11.3 of this Agreement, refrain from using the Disclosing Party's Confidential Information unless after obtaining the latter's prior written consent. This authorization for use, however, is provided that the Receiving Party may disclose the Confidential Information to its representatives who:
 - (a) on a "need to know" basis for purposes of the Receiving Party's performance, or exercise of its rights with respect to such Confidential Information, under this Agreement;
 - (b) been apprised of this restriction by the Disclosing Party; and
 - (c) themselves bound by written Non-Disclosure Agreements at least as restrictive as those set forth in this clause 11.1 of this Agreement provided, further, that the Receiving Party shall be responsible for ensuring its representatives' compliance with, and shall be liable for any breach by its representatives, of this clause 11.
- 11.2. The Receiving Party shall use reasonable care, at least as protective as the efforts it uses with respect to its own Confidential Information, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.
- 11.3. Without any prejudice to any confidentiality obligation hereof, the Disclosing Party agrees that the Receiving Party may disclose the Confidential Information in the following cases:
- 11.3.1. to members of the Receiving Party group including their officers, directors, employees and professional advisers to the extent necessary for the performance of this Agreement. In all cases however, the Receiving Party shall ensure that said disclosure of Confidential Information shall not be permitted hereof unless the members of the Receiving Party group have a need to know said Confidential Information serving the purpose hereof. The Receiving Party shall also ensure to bind all Receiving Party group personnel by the same written confidentiality obligations level as stipulated hereof; and/or
 - 11.3.2. with the prior written consent of the Disclosing Party.
- 11.4. Each Receiving Party and UC India shall remain solely responsible to the other Party for the conduct of its employees and representatives and/ or any person mentioned in clause 11.3.1 above with respect to the Confidential Information.

- 11.5. Confidential Information shall not include information, which is:
 - 11.5.1. rightfully in the possession of or known to the Receiving Party without being subject to any confidentiality obligation prior to the disclosure;
 - 11.5.2. publicly known or becomes publicly known through no unauthorized act or omission of the Receiving Party;
 - 11.5.3. rightfully received by the Receiving Party from a third party not bound by any obligation of confidentiality; and/or
 - 11.5.4. developed by or for the Receiving Party without use or benefit of the Disclosing Party's Confidential Information.
- 11.6. Exceptionally from the above-mentioned confidentiality obligation in the event that the Receiving Party legally compelled to disclose any Confidential Information through a court order or if so, required by any supervisory or governmental authority, the Receiving Party shall:
 - 11.6.1. provide the Disclosing Party with a written notice of such event as prompt as to enable the Disclosing Party to seek a protective order or other appropriate remedy from the said event or to waive its rights under this clause 11.6; and
 - 11.6.2. only the portion of Confidential Information that it is legally required to furnish.
- 11.7. In all cases herein, the Receiving Party shall be solely responsible on any non-permitted disclosure or any violation or breach of the confidentiality obligations hereof towards the Disclosing Party.
- 11.8. On termination or expiry of this Agreement, each Receiving Party shall return to the Disclosing Party:
 - 11.8.1. all documents and materials (and any copies) containing, reflecting, incorporating or based on the Confidential Information;
 - 11.8.2. all the other Disclosing Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and /or
 - 11.8.3. all Confidential Information (in physical or electronic form including copies thereof) shall be returned to the Disclosing Party by the Receiving Party upon expiry or termination of this Agreement upon written request by the Disclosing Party.
- 11.9. Notwithstanding any other provision of this Agreement, the provision of this clause 11 shall survive the termination /expiration of this Agreement for a period of 2 years thereafter.
- 11.10. The Parties hereto understand and agree that the terms of this Clause are reasonable and necessary to protect its business and goodwill. Each Party further agrees and acknowledges that a violation of this Agreement will cause irreparable injury to the other Party, and such Party shall be entitled to an interim injunction, restraining order, or such other equitable relief that a court of competent jurisdiction may deem necessary or appropriate to prevent the breach of or enforce the terms of this Agreement. It is clarified that the injunctive remedies set out in this Clause 11.10. are cumulative and are in addition to any other rights and remedies that the non-breaching Party may have under Applicable Law.

12. EVENT OF DEFAULT AND REMEDIES

- 12.1. Without prejudice to clause 10, in the event of default to perform, totally or partially, or in the event of delayed or incomplete and/or inaccurate performance of one Party's obligations as required under this Agreement, for any reason whatsoever, the non-defaulting party shall be entitled to obligate the defaulting Party, without prejudice to any other right or remedy that may be afforded by the Applicable Law, to carry out such non performed, delayed, incomplete or defected obligations as necessary to correct or remedy the defaulting Party's failure.
- 12.2. noon shall have the right, at its sole discretion, to temporarily suspend or disable the ability to book Services through noon App, in whole or in part, at any time with reasonable prior written notice of 24 hours, in the event of breach of Service Level Agreement; or operational, safety, or regulatory concerns. Immediate reinstatement of the Services on the noon App should be done as soon as practicable upon rectification of the identified issues by UC and in no event exceed 24 hours.

13. SALE OF MIDDLE EAST BUSINESS

- 13.1. In recognition of the strategic value brought by noon, UC and UC India agree that in the event UC and/or its Affiliates, directly or indirectly, proposes to sell, transfer, assign, or otherwise dispose of all or a substantial part of its business operations, assets, or equity interests in UC and the Company WAED KHADMAT AL-MUNZAL For Marketing (a joint venture between Urban Home Experts Pte Ltd. and Saneem Investment Company operating in the Kingdom of Saudi Arabia) ("**Waed**") whether through a sale of assets, stock, merger, or any similar transaction, but, excluding through an initial public offering or, any inter se transfer of shares between UC and Waed and/or their respective Affiliates or, further infusion of capital by UC India or its Affiliates in UC and/or Waed (a "**Proposed Transaction**"), it shall promptly inform noon (or its designated Affiliate) of such Proposed Transaction and, prior to finalizing such Proposed Transaction, allow noon to indicate its interest in participating in the Proposed Transaction on terms no less favorable than those being offered to the third party. UC and/or UC India shall give such interest due and good faith consideration, with a view to aligning strategic and financial interests. UC and/or UC India shall retain full discretion of the Proposed Transaction and nothing in this clause shall be construed as a right of first refusal or pre-emptive right. UC and/or UC India further agree to meet with noon in good faith to explore the terms of such participation for a period of fifteen (15) working days prior to completing the Proposed Transaction.

14. FORCE MAJEURE

- 14.1. Notwithstanding anything to the contrary contained in this Agreement, neither Party shall be liable for any failure or delay in performance if such failure or delay is caused by a Force Majeure event.
- 14.2. The Party's affected obligations under this Agreement shall be suspended for as long as the Force Majeure event continues to exist and to the extent that the defaulting Party is so prevented, hindered, or delayed from performing the affected obligation in accordance to each Party's business continuation, emergency, and disaster recovery procedures.
- 14.3. In the event that either Party is prevented from or delayed in performing any of its obligations under this Agreement by such Force Majeure event, the Party affected thereto shall promptly notify the other Party of the occurrence of such Force Majeure event. If such the Force Majeure

event continues for a period exceeding ninety (90) days, either Party is entitled to the right to terminate the Agreement by written notice of at least 30 days addressed to the other Party.

15. TERMINATION OF AGREEMENT

- 15.1. noon may terminate this Agreement anytime during the Term by giving sixty (60) days prior written notice to UC.
- 15.2. Provided that one (1) year has lapsed from the Effective Date, UC may terminate this Agreement by giving one eighty (180) days prior written notice to noon.
- 15.3. It is clarified that expiry due to non-renewal of the Agreement shall not entitle either Party to any termination rights or benefits under this Agreement or under Applicable Laws.
- 15.4. Each Party shall have the right to terminate this Agreement immediately, without the need for a court order or other judicial intervention and without liability if:
 - 15.4.1. the other Party and/or UC India commits any material breach of its obligations under this Agreement and if such breach is not remedied within thirty (30) days of receiving written notice from the other Party specifying the nature of such Party's or UC India's breach and requesting its remedy; or if the breach cannot, by its nature, be cured within the said thirty (30) days period; or
 - 15.4.2. the other Party becomes insolvent or becomes subject to bankruptcy, liquidation, compulsory dissolution, or receivership.
- 15.5. Without prejudice to any other rights or remedies to which each Party may be entitled, each Party may terminate this Agreement by written notice of at least 30 days, without the need for a court order or other judicial intervention and without liability to the other Party if:
 - 15.5.1. The performance of this Agreement is delayed, hindered or prevented by circumstances beyond the other Party's reasonable control including but not limited to or pursuant to clause 14, for a period exceeding ninety (90) days;
 - 15.5.2. Other Party commences negotiations with its creditors to reorganize its debts or becomes bankrupt or insolvent or is generally unable to repay its debts as they become due or initiates proceedings to obtain the benefit of any bankruptcy or other law relating to bankruptcy, insolvency, reorganization or relief of debtors, or a moratorium is declared with respect to payment of debts (principal or interest) of other Party;
 - 15.5.3. An order is made, or a resolution is passed for the winding up of other Party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to other Party;
 - 15.5.4. An order is made for the appointment of an administrator to manage the affairs, business and property of other Party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of other Party, or notice of intention to appoint an administrator is given by other Party or its directors;
 - 15.5.5. A receiver is appointed for any of other Party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of other Party, or if any other person takes possession of or sells such other Party's assets;
 - 15.5.6. Other Party ceases, or threatens to cease, to trade; or

15.5.7. Other Party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

15.6. Consequences of Expiry/Termination

15.6.1. Each Party shall immediately cease to perform its obligations and responsibilities and shall refrain from doing any further action which may indicate a continuation of this Agreement.

15.6.2. The expiry/termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of expiry/termination, including the right to receive the respective revenue shares and right to claim damages in respect of any breach of this Agreement which existed at or prior to the date of expiry/termination, and any of the Parties' rights as provided by the Applicable Law.

15.6.3. Each Party shall immediately cease all use of, and shall be denied further access to, any systems, platforms, software, data, or tools provided by the other Party including UC's Embedded Webview Integration, in connection with this Agreement. The respective Party may take any necessary steps to revoke such access without prior notice.

15.6.4. Each Party and/or UC India shall promptly return to the other Party (or, at such Party's written request, securely destroy) all Confidential Information belonging to the other Party, including all documents, data, records, reports, materials, and copies thereof in any form or medium. Upon request, the Receiving Party shall certify in writing that such return or destruction has been completed in accordance with this provision.

16. MISCELLANEOUS

16.1. Waivers

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.2. Notices

16.2.1 All notice and communication in connection with this Agreement shall be given in English.

16.2.2 Any notice required to be given hereunder shall be given by sending the same by electronic transmission, internationally recognized courier service or other next Business Day delivery service or by hand delivery to the address of the addressee in accordance with clause 16.2.4.

16.2.3 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) where sent with an internationally recognized courier service or other next Business Day delivery service, on the date shown as the delivery date in the records of the person who effected such delivery; or

- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm on a Business Day.

16.2.4 Any notices sent under this Agreement must be in writing and served at the address given below or at such other address as the relevant Party may give for the purpose of service of notices under this Agreement:

If to Noon

Attention of: Dhruv Paul

Address: Boulevard Plaza Tower 2, Level 7,
Downtown Dubai, UAE

Email: legal@noon.com

If to UC

Attention of: Nitesh Agarwal

Address: Unit No: 1306 Jumeirah Bay 2 Plot
No: JLT-PH2-X2A Jumeirah Lakes Towers
Dubai, UAE

Email: legal@urbancompany.com

If to UC India

Attention of: Legal Department

Address: 7th Floor, Plot no. 183, Goworks
Towers, Rajiv Nagar, Udyog Vihar, Phase 2,
Sector 20, Gurgaon, Haryana, India - 122016

Email: legal@urbancompany.com

16.3. Assignment

noon may assign this Agreement without UC or UC India's consent to any person or entity. UC and/or UC India shall not assign, transfer, mortgage, charge, subcontract, or otherwise deal with any of its rights or obligations under this Agreement without the prior written consent of noon (such consent not to be unreasonably withheld or delayed).

16.4. Independent Contractors

The relationship between the Parties and/or UC India is that of independent contractors entering into this Agreement. Nothing contained in this Agreement shall be construed as creating any agency, general partnership, or other form of employment, or fiduciary relationship between the Parties and/or UC India, and neither Party nor UC India shall have authority to contract for or bind the other Party in any manner whatsoever.

16.5. Existing arrangements

Nothing in this Agreement shall restrict either Party's right to continue to conduct its business activities or arrangements that are already existing on or before the date of this Agreement or that otherwise come into being outside the scope of this Agreement.

16.6. Entire agreement

This Agreement and its appendices (as may be supplemented from time to time) constitute the entire agreement of the Parties and UC India with respect to the subject matter hereof and supersede all prior agreements between the Parties and UC India (whether written, oral or implied) with respect to the subject matter hereof.

16.7. Amendments

No amendment, modification or variation to this Agreement shall be effective unless in writing and signed by the Parties.

16.8. Survival

The clauses of this Agreement that by their nature are intended to survive termination or expiration of this Agreement shall so survive, including, without limitation, clauses relating to: clause 7 (Fees and Payment Terms); clause 9 (Ownership and Use of Intellectual Property); clause 10 (Indemnification and Limitation of Liability); clause 11 (Confidential Information); clause 12 (Event of Default and Remedies); clause 15 (Termination of Agreement); clause 16.1 (Waivers); clause 16.2 (Notices); clause 16.4 (Independent Contractors); clause 16.9 (Dispute Resolution & Governing Law), clause 16.11 (Severability) and clause 16.12 (Governing Language).

16.9. Dispute Resolution & Governing Law

The terms of this Agreement shall be governed by, and construed in accordance with, the laws of England and Wales. In the event of any dispute arising out of or in connection with this Agreement, the Parties shall first seek to resolve the matter amicably through good faith discussions and reconciliation between the management of the Parties. If such efforts fail to resolve the dispute within thirty (30) days of written notice of the dispute by either Party, then the matter shall be referred to the courts of the Dubai International Financial Centre (DIFC), which shall have exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any such disputes.

16.10. Counterparts

This Agreement may be executed in three (3) counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute as one and the same Agreement.

16.11. Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless remain in full force and effect as if the invalid provision has not been included or has not been part of it and the rights and obligations of the Parties shall be construed and enforced accordingly. In such a case, the Parties agree to revise or amend such invalid provision in a way to conform legally.

16.12. Governing Language

This Agreement has been negotiated and executed by the Parties and UC India in English. In the event any translation of this Agreement is prepared for convenience or any other purpose such that there is an inconsistency between this English version and the translated version, the provisions of the English version will prevail.

[signature page follows]

IN WITNESS HEREOF, this Agreement is executed by herein authorized signatories on behalf of the Parties and UC India on the Effective Date.

Signed on behalf of **Noon Food LLC**

Name: Faraz Khalid

Capacity: Manager
Faraz Khalid

Signature: Faraz Khalid (04 July, 2025 08:28:47 UTC)



Dhruv Paul
Dhruv Paul (03 July, 2025 15:21:43 UTC)

Cherry Bhatnagar
Cherry Bhatnagar (03 July, 2025 14:16:33 UTC)

July 04, 2025

Signed on behalf of **Urbanclap Technologies DMCC**

Name: Nitesh Agarwal

Capacity: GM UC DMCC, VP Middle East

Signature: *Nitesh Agarwal*

Signed on behalf of **Urban Company Limited** Name:

Abhiraj Singh Bhal

Capacity: Chairperson, Managing Director and CEO

Signature: **ABHIRAJ SINGH BHAL**
Digitally signed by ABHIRAJ SINGH BHAL
Date: 2025.07.03 12:04:23 +05'30'

Appendix 1

Fees & Payment Terms

1. **New Customers:** UC shall pay noon fees in the following manner:
 - 1.1 **First Transaction:** UC shall pay noon 35% of the Transaction Value for the first booking for a Service made by a New Customer on the noon App (“**First Transaction Fee**”); and
 - 1.2 **Subsequent Transactions:** UC shall pay noon 4.25% of the Transaction Value for each booking for a Service made by a Customer on the noon App after the first transaction (“**Subsequent Transaction Fee**”).
2. **Existing Customers:** For each booking for Service made on the noon App by an Existing Customer, UC shall pay to noon a platform visibility fee equal to 2% of the Transaction Value (“**Platform Visibility Fee**”).

The **First Transaction Fee**, **Subsequent Transaction Fee**, and **Platform Visibility Fee** (collectively, the “*Fees*” and each individually referred to as a “*Fee*”)

3. It is agreed that the Fees payable to noon under this Agreement are for bookings for Services where the Service has been delivered to the Customer.
4. For the purposes of this Appendix, the following terms shall have the meaning given to them herein:
 - 4.1 “**Existing Customers**” means all Customers who completed a transaction on UC App prior to completing a transaction on noon App and/ or all Customers who have previously registered (but not transacted) on the UC App;
 - 4.2 “**New Customer**” means any individual whose mobile phone number does not appear in UC’s database prior to the first transaction on the noon App, indicating that the individual has not previously registered or transacted on the UC App before that date; and
 - 4.3 “**Transaction Value**” means the total amount paid by a Customer for a delivered Service booked through the noon App and includes the base service fee, taxes, and any additional service or convenience charges, but is net of any discounts provided by either UC or noon and the value of the consumables used by the Professionals during the course of providing the Services.

5. **Reporting Obligations**

UC shall deliver to noon, on a weekly basis a Transactions Report, as defined and in accordance with **Appendix 3** of this Agreement.

6. **Invoicing and Payments**

- 6.1 *Invoice Issuance:* noon shall issue invoices for all amounts due from UC under this Agreement within seven (7) days after the end of each month. UC shall issue invoices to noon (within three (3) days after the end of each month) for amounts that need to be adjusted in line with the exclusive offers/ discounts provided by noon to noon ONE members in accordance with clause 4.1.8 (iv) of this Agreement.

- 6.2 *Remittance to noon:* UC shall remit to noon all amounts as mentioned in the invoice issued by noon, on a monthly basis, based on the fees due during the immediately preceding billing cycle. Such payments shall be made within ten (10) calendar days following the close of each billing cycle.
- 6.3 *Taxes:* All payments shall be exclusive of applicable taxes, levies, duties, or similar governmental charges. The Parties shall comply with all applicable tax laws and shall cooperate in good faith to ensure correct tax treatment and documentation.
7. **Reconciliation**
- 7.1 UC shall maintain accurate and complete records of all transactions processed through noon App.
- 7.2 The Parties shall conduct a monthly reconciliation of all bookings, payments collected, cancellations, refunds, discounts, and net amounts payable. noon shall have the right to initiate or validate the reconciliation process at its sole discretion.
- 7.3 All reconciliations shall be completed in good faith and any discrepancies shall be resolved within five (5) Business Days from the date of identification.
- 7.4 At the end of each calendar year, the Parties shall conduct an annual reconciliation of all bookings, payments collected, cancellations, refunds, discounts, and net amounts payable. The findings of such reconciliation shall be treated as final and binding on the Parties.
8. **Audit and Inspection**
- 8.1 noon shall have the right, upon reasonable prior notice (no less than five (5) Business Days), to audit UC's relevant systems, financial records, books, and any documentation, solely to the extent necessary to verify compliance with the terms of this Agreement.
- 8.2 UC shall grant noon and/or its authorized representatives access to all relevant records, books of accounts, transaction logs, payment documentation, and systems used for booking, invoicing, and settlement.
- 8.3 If any underpayment to noon is identified as a result of such audit, UC shall promptly and in any event within five (5) Business Days pay the outstanding amount along with applicable interest (if any), and UC shall bear the cost of the audit.
9. **Miscellaneous**
- 9.1 UC shall not withhold, delay, or offset any payments due to noon except with Noon's prior written consent.
- 9.2 All payments shall be made in United Arab Emirates Dirham, unless otherwise agreed by noon in writing.
- 9.3 This Appendix shall survive termination of this Agreement to the extent necessary to reconcile and settle outstanding payments and audit rights.

Appendix 2

Service Level Agreement

Technology Integration

1. UC and noon shall collaborate to enable the following:
 - 1.1 Listing and discoverability of Services on noon App.
 - 1.2 Real-time Service availability, scheduling, and pricing integration.
 - 1.3 Required data flow for order placement, confirmation, rescheduling, cancellation, and Service completion.
 - 1.4 Access to transaction status updates and Service feedback mechanisms.
2. *Performance Standards*

Metric	Target
Mweb/API uptime	99.99%

3. *Escalation Handling Matrix*

Severity	Initial Response Time
Critical (e.g., booking failures)	3 hours
Major (e.g., pricing mismatch)	24 hours
Minor (e.g., UI inconsistency)	48 hours

Services Visibility on the noon App

4. Services shall be integrated on the noon App to ensure reasonable level of visibility to Customers within the Territory. As part of the initial integration, UC tab will be placed on the noon App.
5. Notwithstanding the above, noon retains the sole right and discretion to modify, relocate, redesign, or remove the placement of the UC tab or any related service modules on the noon App at any time, including as part of platform updates, performance optimization, or design improvements. However, if noon makes any changes involving the relocation of the UC tab that could potentially reduce the effective bookings by 10% of Customers booking UC services through the noon app, noon shall provide UC with at least two (2) weeks' prior written notice before such change.

Pricing and Promotion Parity

6. UC shall ensure that the price for each Service stock keeping unit, including service fees and add-ons, offered on the noon App is identical to the price offered on the UC App. Further, UC

shall ensure that any updates to pricing on the UC App are simultaneously and in real time updated on the noon App, or with no more than a maximum lag of thirty (30) seconds.

7. UC shall ensure that all promotions (including, but not limited to, discounts, coupon codes, vouchers, and cashbacks) available on the UC App are also made available with identical terms and timing on the noon App in real time.
8. noon may conduct periodic audits of pricing and promotions, and UC shall cooperate fully in sharing any necessary data to support verification efforts.
9. Deviations from price or promotion parity may be permitted only upon mutual written agreement between noon and UC for specific campaigns or segments.
10. The Parties may, from time to time, initiate additional promotional campaigns to enhance the success of this partnership. In the spirit of collaboration and mutual benefit, any such additional promotions—whether proposed by one Party or jointly—shall be subject to mutual discussion and approval by both Parties prior to implementation, which approval shall not be unreasonably withheld, delayed, or conditioned.

Customer Communications

11. UC shall comply with the requirements of **Appendix 4**.

Service Discovery / Availability Parity

12. UC shall ensure that all available service slots (including date, time, and location-specific availability) visible to customers on the UC App shall be made simultaneously and in real-time available to Customers on the noon App. Further, UC shall ensure that there shall be no platform bias in favor of the UC App in terms of slot access, release timing, prioritization, or capacity allocation.
13. UC shall ensure that Service slot availability must be synced via API or equivalent real-time integration between the UC backend and the noon App.
14. UC shall ensure that any changes in availability (due to booking, cancellation, or operational constraints) must be reflected on noon App within sixty (60) seconds of change on the UC systems.
15. noon reserves the right to run periodic shadow bookings and audits to verify slot parity and identify any discrepancies.

Payments

16. All payments for Services shall be handled by UC. Customers may choose to pay via cards, Apple Pay or cash either before or after the Service is rendered; provided that noon's competitors' payment offerings may not be accepted.

Booking Confirmation

17. UC shall ensure that upon a Customer booking a Service on the noon App, the Service is instantly confirmed in real-time on the booking page. The Service Professional is assigned and shall be visible to the Customer via the noon App as soon as possible, but at least one (1) hour before the Service time slot selected by the Customer at the time of booking.

18. *Confirmation Metrics*

Metric	Target
Instant confirmation and assignment rate	≥ 99.5% of all bookings measured monthly
Confirmation latency (from time of booking to assignment)	≤ 10 seconds

The Parties shall from time to time discuss and agree (in writing, email being sufficient) any change in the above mentioned confirmation metrics.

19. UC shall provide noon access to confirmation logs or enable audit APIs for tracking booking-to-assignment time. noon may independently verify performance via transaction-level analytics and sampling.

Service Delivery

20. UC shall ensure that:

20.1 Subject to UC's terms of service and the agreed delivery metrics (mentioned below), every Service booked through the noon App is fulfilled by a UC trained and highly rated service professional, or by the specific professional chosen by the Customer, if available .

20.2 Professionals are assigned without bias, ensuring equitable treatment between noon App and UC App.

20.3 All professionals assigned to provide the Services meet UC's internal training, background verification, and quality standards.

21. UC shall ensure that:

21.1 Services are delivered at the exact date and time selected by the Customer.

21.2 Real-time updates on professional assignment and expected arrival must be available to Customers through the noon App.

22. *Delivery Metrics*

Metric	Target
Failure to deliver (missed or canceled by UC without Customer rescheduling)	< 4% of total confirmed bookings per month

UC agrees that the customer service delivery metrics applicable to Services provided to Customers via noon App shall be no less favourable than those applicable to similar services provided directly via UC's App, including but not limited to metrics relating to delays in the commencement of Service. UC shall, from time to time and upon reasonable request by noon, provide noon with relevant data and reports demonstrating the delivery metrics on UC's App to ensure alignment with the Service standards maintained on noon's App.

23. UC shall maintain logs of job acceptance, professional assignment, and job start times for all bookings made through the noon App. noon may audit a random sample of jobs or access performance dashboards to verify compliance.

Feedback Collection and Customer Support

24. Customers shall be able to access UC customer support via the UC tab on the noon App, through three (3) access points:
- 24.1 Home screen;
- 24.2 Account/Profile section; and
- 24.3 Booking details page.
25. UC support channels shall include live chat and/or call, available during UC's support working hours.
26. *Support Metrics*

Metric	Target Compliance (Monthly)
Response time \leq 3 minutes	\geq 75%
Overall issue resolution	\geq 65%
First contact resolution	\geq 65%
Resolution within 24 hours	\geq 90%

27. UC shall provide a monthly support performance dashboard to noon, covering ticket volumes, response/resolution times, escalation rates, and user satisfaction scores. noon reserves the right to conduct random quality audits and test tickets to validate support quality.
28. UC shall provide noon with at least two (2) weeks' prior written notice before deploying any changes to its production environment that may materially impact the integration, performance or availability of Services on the noon App.

Breach Penalty

29. In the event of any breach of this **Appendix 2**, UC will issue 20% coupon/credits which can be redeemed by the Customers, whose experience was impacted by the breaches, in their next bookings.

Appendix 3

Reporting and Transparency

1. Weekly Reporting

- 1.1 UC shall deliver to noon, on a weekly basis, detailed reports pertaining to transactions by Customer booking Services through the noon App.
 - 1.1.1 Each report shall include, at a minimum, the following data points:
 - 1.1.2 number of gross bookings and net bookings;
 - 1.1.3 transaction amounts paid (by payment method);
 - 1.1.4 revenue calculations, including applicable discounts, refunds, commissions, and taxes; and
 - 1.1.5 any additional data as requested by noon to facilitate accurate revenue sharing, performance tracking, reconciliation, and audit.

(hereinafter referred to as the “**Transactions Report**”)

- 1.2 All Transaction Reports shall be delivered in a structured, machine-readable format (e.g., Excel or CSV) and transmitted via secure digital channels designated by noon.
- 1.3 Consistent or material delays in the delivery of such Transaction Reports shall constitute a breach of this Agreement.

2. Monthly Reporting – Experience Metrics

- 2.1 UC shall deliver to noon, on a monthly basis, comprehensive service and performance-related experience metrics pertaining to Customers.
- 2.2 Such reports shall include, at a minimum, the following metrics:
 - 2.2.1 customer ratings and reviews submitted for each completed Service;
 - 2.2.2 booking confirmation times;
 - 2.2.3 total number of unfulfilled Services, broken down by reason codes (including but not limited to customer cancellations, UC cancellations, or no-shows);
 - 2.2.4 total number of Services delivered with a delay;
 - 2.2.5 response times to customer Service queries and complaints;
 - 2.2.6 resolution time and resolution success rates for Service-related issues;
 - 2.2.7 any additional service experience data as may be reasonably requested by noon from time to time for performance analysis and customer experience improvement.

3. General Provisions

- 3.1 UC shall ensure that all reports delivered under this Appendix are complete, accurate, and submitted in a timely manner.

- 3.2 noon shall have the right to request clarification or supplementary data in respect of any Transaction Reports or any other report as mentioned herein, and UC shall respond to such requests within five (5) Business Days.

Appendix 4

Customer communication

1. UC shall only communicate with Customers for the following purposes:
 - 1.1 Confirmation, rescheduling, or cancellation of Service bookings;
 - 1.2 Status updates related to a Service appointment;
 - 1.3 Pre- and post-Service instructions or guidance;
 - 1.4 Customer support queries and complaint resolution; and
 - 1.5 Service feedback requests (not exceeding one (1) follow-up).
2. UC shall not use noon's name, logo, or trademarks in any materials or activities not pre-approved or covered by this Agreement.
3. UC shall not send any promotional, marketing, or advertising communication to Customers, which directly or indirectly suggests that the Customer can download the UC App or avail services on the UC App.
4. Any communications sent by UC to the Customers shall encourage the Customers to avail Services through the noon App.
5. UC shall ensure that all communications with Customers are:
 - 5.1 Professional, courteous, and aligned with noon's customer values.
 - 5.2 Accurately representing the status, scope, and delivery of Services.
 - 5.3 Prompt, informative, and helpful.
 - 5.4 Limited to Service-related matters unless otherwise approved by noon in writing.
6. UC may only use the following communication channels in relation to the Services:
 - 6.1 Phone calls and SMS;
 - 6.2 Email; and
 - 6.3 WhatsApp messages
7. The Parties shall, on a best-efforts basis work together to endeavor that in two (2) months of the Go Live Date, the communications to the Customer are sent through noon's customer communication channels including sending push notifications in relation to the Services on the noon App.
8. UC shall ensure that:
 - 8.1 All communications and public-facing materials/actions relating to the Services are aligned with noon's brand usage guidelines notified by noon to UC from time to time.
 - 8.2 UC does not misrepresent itself as noon or an agent of noon.
9. The Parties agree to the following:

- 9.1 noon may audit UC's Customer communication records and public-facing actions at any time.
- 9.2 UC must maintain a repository of approved communications and materials for reference and audit.

Appendix 5

Embedded Webview Integration

1. UC shall create the customer onboarding journey and provide it within the Embedded Webview Integration solution.
2. The Parties agree that the functions provided as part of the Embedded Webview Integration shall be UC's sole responsibility.
3. Provision of Embedded Webview Integration: UC shall provide a fully functional and up-to-date landing URL to noon, ensuring that it is compatible with the noon App. UC shall deliver the Embedded Webview Integration along with any necessary documentation, including but not limited to installation guides, technical specifications, and troubleshooting instructions.
4. Ensuring Functionality and Compatibility: UC shall coordinate with noon for thorough testing of the Embedded Webview Integration to confirm that it operates without causing any technical glitches, crashes, or other disruptions to the noon App.
5. Support and Maintenance: UC shall provide ongoing support and maintenance for the Embedded Webview Integration to address any issues or defects that may arise, including but not limited to resolving bugs, fixing compatibility issues, and providing updates to improve performance. UC shall promptly respond to any reported issues by noon and take necessary actions to ensure the smooth operation of the noon App.
6. No Impact on noon App Performance: UC shall endeavor to ensure on a best efforts basis that the Embedded Webview Integration will not interfere with, degrade, or cause any technical failures in the performance, security, or functionality of the noon App. In the event, that the Embedded Webview Integration leads to any crashes, glitches, or operational failures, UC shall take immediate corrective actions to resolve such issues and ensure that the noon App operates smoothly.
7. Continuous Improvement: UC shall, at its own cost, provide updates and enhancements to the Embedded Webview Integration as needed to ensure that it continues to meet the evolving requirements of noon and functions properly with any updates or changes to the noon App.

Appendix 6

Data Protection

1. UC and UC India shall only access and process Customer data to the extent strictly necessary to provide the Services under this Agreement and in compliance with Applicable Laws.
2. UC and UC India shall not sell, license, or otherwise commercially exploit any Customer data or use Customer data to offer its own or third-party services outside of the Agreement.
3. UC and UC India shall ensure that all Customer data is protected against: (i) unauthorized or unlawful processing; and/or (ii) accidental loss, destruction, or damage.
4. In the event of a data breach or security incident affecting Customer data, UC and UC India shall:
 - 4.1 Notify noon without undue delay and no later than six (6) hours of becoming aware of the breach;
 - 4.2 Provide noon with detailed information regarding the nature of the breach, the affected data, and any mitigation measures; and
 - 4.3 Cooperate fully with noon in any investigation or notification to affected individuals or authorities, where required by law.
5. UC and/or UC India shall not engage any sub-processor to handle Customer data without noon's prior written consent. If approved, UC and/or UC India must ensure that such sub-processors are bound by data protection obligations no less stringent than those in this Agreement.
6. UC and/ or UC India shall maintain accurate records of all processing activities under this Agreement and allow noon or its appointed auditor to audit UC and/or UC India's data processing and security practices in connection with the Customers availing the Service via the noon App, with reasonable notice and during business hours, not more than once annually unless required by law or triggered by a material breach or incident.

Appendix 7

Quicker SLAs

The Parties shall within 60 days agree, on the Quicker SLAs in relation to the service categories, localities and performance commitments mentioned below.

Services Covered

1. The Quicker SLAs shall apply to the service categories as mutually agreed between the Parties.

Hyper-localities

2. These Quicker SLAs apply in the geographic zones as will be notified by noon in writing and acknowledged by UC.

Quicker SLA Commitments

3. UC agrees to meet the following elevated performance benchmarks in the above mentioned zones and services:

Metric	Quicker SLA Target
Earliest availability window	Within 1 hour of Customer request
Job confirmation latency	≤ 60 seconds
Professional arrival buffer	≤ 15 minutes delay
Completion time (average)	≤ 1.5 hours
Job completion rate	≥ 99.99%
Customer rating threshold	≥ 4.5 stars average

Resource & Operational Commitments

4. To meet the above elevated performance benchmarks, UC shall:
 - 4.1 Allocate a pool of high-rated, faster-response professionals for Quicker SLA geographic zones;
 - 4.2 Prioritize Quicker SLA bookings through operational routing and dispatch; and
 - 4.3 Ensure live availability visibility for Quicker SLA slots on the noon App.

Monitoring and Review

5. Performance under the Quicker SLAs shall be jointly reviewed monthly.
6. Persistent underperformance may lead to imposition of targeted service-level penalties.