Shari'a Certificate Ref#: TBY-165-08-02-06-26-CAM #1

v.2.0.0: 17 July 2026

Merchant Terms

1. ABOUT THESE TERMS

1.1. The Tabby Services are provided to the Merchant by Tabby Financing Company, a closed joint stock company incorporated in Riyadh, Saudi Arabia subject to the control and supervision of the Saudi Central Bank under license No. 106/ 202510 / أ ش. , with registered office at 6758 Al-Takhassusi, Al-Muhammadiya District, Riyadh 12362-3789, Kingdom of Saudi Arabia, Commercial Registration number 1010614810, National Unified No. 7016362696 ("Tabby").

1.2. These Merchant Terms explain how Merchants can use the Tabby Services along with explaining the Merchant's rights and responsibilities, and Tabby's rights and responsibilities.

1.3. The Merchant Terms apply to the Merchant's use of the Tabby Services including any new features or services activated from time to time. By using the Tabby Services, the Merchant agrees to be bound by these terms, the Product Guidelines, and any advertising standards and terms and conditions applicable from time to time. It's important to read them carefully as they form a legally binding agreement between the Merchant and Tabby. The Merchant must agree to these Merchant Terms in order to proceed to use the Tabby Services.

1.4. Capitalized terms used in these Merchant Terms shall have the meanings set forth in the Business Platform Terms or Clause 24 (Definitions) below.

2. TABBY SERVICES

2.1. In consideration for the Merchant Fees, Tabby will provide the Merchant with access to Tabby Services to facilitate the sale of the Merchant's Products, online or in-store, as set out in the Principal Terms and in accordance with these Merchant Terms.

2.2. Tabby shall have sole and absolute discretion to determine which Tabby Services are made available to and activated for the Merchant and/or its Customers, and to modify or withdraw such Tabby Services at any time. The Merchant acknowledges and agrees that the availability and pricing of any Tabby Services shall be determined solely by Tabby. Tabby reserves the right to suspend or terminate any Tabby Services, in whole or in part, as well as any rights granted under the Merchant Agreement subject to the provisions of these Merchant Terms.

2.3. The Merchant acknowledges and agrees that submitting an application to Tabby, whether directly or indirectly through third parties or agencies, does not guarantee acceptance, and Tabby may reject the Merchant's application for Tabby Services at its discretion.

2.4. The Merchant agrees that it shall not place any special or unfair restrictions, additional conditions or charges on the use of Tabby Services by its Customers, that do not also apply to other debit cards

generally. In such a case, Tabby may, at its discretion,increase the Merchant Fee by an additional 1% on all transactions. Imposing any undisclosed or unapproved conditions on the Customer shall constitute a Material Breach of this Agreement.

2.5. The Merchant remains solely responsible for ensuring the accuracy, completeness, and legitimacy of all information provided to Tabby for the provision of Tabby Services, including maintaining up to date bank account details and to provide such information within the timelines stipulated. Tabby shall not be held liable for any failed or rejected settlements resulting from incorrect or incomplete bank information provided by the Merchant.

3. HOW IT WORKS

3.1. Upon registering with Tabby for the Tabby Service, the Merchant will be granted access to Tabby's Business Platform where the Merchant may manage its services or access other Tabby Business Products.

3.2. The Merchant is required to integrate its platform, including but not limited to its website and/or POS terminals, as applicable, with Tabby. Following successful integration, Customers will be able to make purchases with the Merchant online and/or in-store using Tabby's Services.

3.3. When a Customer places an order, the Merchant is responsible for verifying stock availability and authorizing the transaction. Once the Merchant authorizes the transaction, Tabby will capture the total Purchase Amount of the Product and process the corresponding payout to the Merchant in accordance with the Principal Terms and Clause 6 below. Tabby shall be solely responsible for determining and adjusting the credit limit offered, approving the Customers request to use Tabby and collecting the Purchase Amount from Customers as per its agreement with them.

4. PARTNERING WITH TABBY THROUGH THIRD PARTIES

4.1 If a pre-existing Merchant enters into or re-executes a Tabby Merchant Agreement through a marketing partner, the terms of the Merchant's initial agreement with Tabby shall remain in effect unless expressly agreed otherwise in writing by Tabby.

4.2 Where the Merchant is integrated with a Tabby marketing partner's point of sale (POS) system, this Merchant Agreement shall supplement any separate agreement between the Merchant and such partner. The Merchant shall comply with the partner's applicable technical, equipment, and connectivity requirements to ensure proper operation of the Tabby Services. Tabby shall not be liable for any damage to the partner's POS system or equipment caused by or attributable to the Merchant.

4.3 The Merchant acknowledges and consents that use of the Tabby Services may involve integration with third-party payment gateways and marketing partners, and agrees that Tabby may rely on and share evidence of such consent as reasonably required to provide the services.

5. MERCHANT FEES & TAXES

5.1. The Merchant Fee set out in the Principal Terms, applies exclusively when you engage directly with Tabby, without the involvement of any third parties. Where an existing Merchant engages a third-party channel partner in relation to the provision of Tabby Services, Tabby may, at its sole discretion, apply an

additional Merchant Fee of up to 0.3% per transaction for the duration of such arrangement and/or require separate contractual arrangements to govern the engagement.

5.2. Tabby may at its discretion, activate Tabby Services for the Merchant at promotional rates, through notifications to Merchants. Any Tabby Services offered at rates that deviate from the standard Merchant Fees in the Principal Terms require the Merchant's opt-in via the Business Platform or otherwise as notified by Tabby.

5.3. The Merchant is solely responsible for determining and fulfilling all tax or regulatory obligations in connection with the payment of Merchant Fees, the sale of Products or receipt of Purchase Amount(s) and all associated transfer fees and related value added tax. The Parties shall remain solely responsible for complying with their own respective tax obligations, and nothing in the Merchant Agreement shall affect or transfer such obligations from one to the other.

5.4. In the event of changes to KSA tax laws after the Merchant Agreement becomes effective, in a manner that affects the obligations/rights of either Parties under this Merchant Agreement, Tabby will make reasonable efforts to update these Merchant Terms to preserve the Parties original business intent, in a manner set out in Clause 17 below.

6. SETTLEMENT

6.1. Once the Purchase Amount has been authorized by the Merchant and captured by Tabby, the corresponding settlement to the Merchant will be processed in accordance with the Merchant's selected Settlement Cycle in the Principal Terms. Subject to the conditions outlined below, settlement will be made after deducting the applicable Merchant Fee, or dues owed to Tabby under this Merchant Agreement or any other agreement with the Merchant, including without limitation advertising fees, additional charges, penalties and Reserve amounts. The Parties agree that, in the event of a payment default by the Merchant under any agreements between the Merchant and Tabby, the amounts owed to Tabby may be offset against any settlement amounts payable to the Merchant under this Merchant Agreement.

6.2. The Merchant may elect to vary its Settlement Cycle to receive settlements earlier, on an alternative schedule, or to change the designated settlement account. Any such variation may be subject to applicable fees, as notified to the Merchant.

6.3. In order for settlements to be made to the Merchant as per the Settlement Cycle, the following conditions must be met and maintained by the Merchant throughout the term of the Merchant Agreement:

6.3.1. The Merchant should not have materially breached this Merchant Agreement and if a Material Breach has occurred, the Merchant should have remedied it within 30 days thereof or as per the cure period agreed to between the Parties.

6.3.2. There must be no ongoing Validated Product Disputes between the Merchant and any Customer in respect of the relevant transaction.

6.3.3. The Product's order must not have been cancelled and refunded or been accepted for return by the Merchant.

6.4. Pursuant to Clause 12 below, Tabby reserves the right, at any time during the term of this Merchant Agreement, to withhold amounts from any settlements due and payable to the Merchant if any of the

above conditions listed under Clause 6.3 are not satisfied or are partially satisfied, for the Withholding Period.

7. TABBY CARD SERVICES

7.1. The Tabby Card Services enable Tabby's Customers to pay for Products at the Merchant's physical stores or online platforms using their available credit limit and varied financing options provided with Tabby Card.

7.2. To enable Tabby Card transactions, the Merchant is required to integrate its POS and/or relevant platforms with Tabby and must undertake all necessary steps to complete such integration. In addition, the Merchant must ensure successful integration with its designated PSP to facilitate the processing of Tabby Card payments.

7.3. The Tabby Card Services will be made available to the Merchant in exchange for a Tabby Card Fees, as set out in the Principal Terms. This fee will only become applicable upon the activation of the Tabby Card Services at the Merchant's store locations or online platforms. The Merchant will be formally notified once the Tabby Card Services have been activated.

7.4. When a Customer uses Tabby Card to make an in-store or online purchase with the Merchant, the Merchant must confirm the transaction to Tabby along with the Purchase Amount, indicating that the Products are in stock (or will be available) and will be delivered to the Customer. The Purchase Amount is then captured through the Merchant's PSP and settled to the Merchant in order to complete the transaction.

7.5. The Merchant must not charge the Customer more than the Purchase Amount that has been authorised on the Tabby Card.

7.6. The Merchant is solely responsible for any amount captured in excess of the authorised Purchase Amount, and any discrepancies between the amount captured and the actual Purchase Amount authorised for that specific Tabby Card transaction.

7.7. The Merchant acknowledges that the amount received from the PSP may be less than the total Purchase Amount due to fees, charges, or deductions imposed by the PSP, card networks, or other intermediaries (including, without limitation, interchange fees or processing fees). The Merchant agrees that Tabby shall not bear these costs.

7.8. Tabby does not guarantee and will not be held liable for any delays in the receipt of funds by the Merchant arising from third-party systems, including credit card networks, the PSP, or any external technical or operational issues beyond Tabby's control. The timing and manner in which the Merchant receives the Purchase Amounts shall be subject to the Merchant's agreement with its PSP.

7.9. Unless Clause 7.10 becomes applicable, the Merchant will settle any Tabby Card Fees payable to Tabby within thirty (30) Business Days from the date of receipt of an invoice issued by Tabby. If the amount is not paid within the stipulated timeline, Tabby may recover such amounts from the settlements payable to the Merchant under other Tabby Services and/or raise the matter as a dispute in accordance with the dispute resolution mechanism outlined in Clause 22.

7.10. Tabby may, in its sole discretion and at any time during the term of this Merchant Agreement, notify the Merchant of its intention to collect the Tabby Card Fees directly from the Merchant's PSP and/or acquiring bank. In such instances, the Merchant hereby authorises Tabby to instruct the relevant PSP

and/or acquirer to withhold the applicable Tabby Card Fees from any settlements or other payments due to the Merchant, and to transfer such amounts directly to Tabby.

7.11. In cases where a purchase was made using a Tabby Card, and the Merchant accepts a return (in whole or in part), the refund amount shall be owed by the Merchant to Tabby and not the Customer. The Merchant must process the refund to Tabby, in accordance with the value of the returned goods. The Merchant will be charged the Refund Fees for each refund (including reversals) processed on a Tabby Card transaction.

8. PRODUCT DISPUTES

8.1. The Merchant shall comply with all applicable Product Guidelines and ensure that the Products offered are accurately described, meet the expected quality and quantity standards, and are delivered within the promised timelines. In the event of any Product related dispute, the Merchant is encouraged to resolve the issue directly with the Customer through mutual communication.

8.2. If a Customer has attempted to contact the Merchant to resolve a dispute and either receives no response or the issue remains unresolved, Tabby may intervene by contacting the Merchant directly. In such cases, Tabby may request the Customer and the Merchant to provide supporting evidence related to the Product in question, determine whether its a Validated Product Dispute and will make reasonable efforts to resolve the matter. The Merchant will resolve the Validated Product Dispute within ten (10) Business Days of Tabby contacting the Merchant and if any supporting documentation or information is requested by Tabby, the Merchant will provide all such documents within three (3) Business Days thereof. If the Merchant fails to respond within the stipulated timeline, or responds but fails to provide evidence satisfactory to Tabby that clearly contradicts or adequately rebuts the Customer's claims in relation to the Validated Product Dispute, Tabby shall have no obligation to consider any subsequent information provided by the Merchant and may, in its sole discretion, resolve the Validated Product Dispute unilaterally in favor of the Customer by issuing a refund to the Customer as per Clause 13 below.

8.3. Where Tabby resolves a Validated Product Dispute in favor of the Customer by issuing a refund in respect of a product that has not been delivered within the delivery timeline communicated by the Merchant, or, where no such timeline has been communicated, within a reasonable delivery period as determined by Tabby, or where there has been a persistent delay in delivery, the Merchant shall be solely responsible for coordinating, accepting, and bearing all costs associated with the return of the product, where applicable.

9. RESERVE

9.1. The Merchant acknowledges and agrees that Tabby may, at its sole discretion, impose a Reserve on the Merchant, at any time, based on factors including, but not limited to, the Merchant's transaction volume, chargeback rates, refund activity, or its overall risk profile. The specific Reserve amount and its method of calculation shall be determined by Tabby and communicated to the Merchant via Business Platform. Tabby may hold and maintain the Reserve for a period of 180 days, or longer if reasonably necessary to cover potential losses, chargebacks and refunds. Tabby reserves the right to adjust, release, or extend the holding period of the Reserve at any time, based on changes to the Merchant's risk profile or activity. In the event the Merchant is suspended by Tabby due to excessive losses, chargebacks, refunds, other liabilities or simply having a high risk profile, Tabby has a right to permanently hold the Reserve amount to recover its losses.

10. MERCHANT'S REPRESENTATIONS AND WARRANTIES

10.1. By entering into the Merchant Agreement the Merchant represents, warrants, and undertakes that, throughout the term of this agreement:

10.1.1. It holds and will maintain all necessary licences, permits, authorisations, consents, and approvals including its commercial registration required under Applicable Law to offer, market, sell, and distribute its Products through the agreed Sales Channels and to perform its obligations under this Agreement.

10.1.2. It shall at all times comply with all Applicable Laws. The execution and performance of the Merchant Agreement by the Merchant does not and will not conflict with or result in a breach of any other agreement, obligation or Applicable Laws.

10.1.3. Its Products shall be accurately described, of merchantable quality, and compliant with all applicable safety, health, and industry standards and in compliance with the applicable Product Guidelines. The Merchant shall ensure timely and complete fulfilment of all Customer's orders and shall adhere to any applicable return, refund, and cancellation policies as disclosed to Customers.

10.1.4. Its Products, trademarks, and content (including any materials provided to Tabby) do not infringe upon any third-party Intellectual Property rights, and that it has full rights to use and authorise the use of such materials in connection with the Tabby Services.

10.1.5. It shall ensure that the nature and category of its Products align with its registered commercial activity and agrees to promptly notify Tabby of any changes to the Products offered on its store or platforms, or to its commercial activity.

10.1.6. It shall not engage in any activity that would cause Tabby to be in violation of Clause 11 below. The Merchant confirms that neither it nor its directors, officers, or key personnel are subject to any sanctions or are listed on any government sanctions or watchlists.

10.1.7. It shall maintain complete and accurate records of all transactions made using the Tabby Services, including copies of invoices and other relevant documentation in relation thereto. Such records shall be made available to Tabby, its internal and external auditors, and SAMA for audit and inspection purposes upon reasonable request within the specified timeline for each request.

10.1.8. It shall ensure to the extent of its ability that all Customer accounts and transactions are secure and protected against unauthorised access, misuse, or fraudulent activity at all times during the term of this Merchant Agreement.

10.1.9. Any transfer or assignment of ownership of its business, or a Change of Control, shall be notified to Tabby within a minimum of 7 days prior to effecting the change.

10.1.10. The Merchant represents that in the event of Change of Control, the Merchant shall remain liable to pay off any outstanding dues owed to Tabby.

10.1.11. In the event of the death of the Merchant's representative in a sole proprietorship, Tabby shall be entitled to settle and recover any outstanding obligations from the Merchant's successor(s) in accordance with Applicable Laws.

11. COMPLIANCE WITH LAWS, SANCTIONS AND EXPORT CONTROLS

11.1. By accepting the terms of the Merchant Agreement, the Merchant agrees to comply with all Applicable Laws, at all times and shall not engage in any unlawful, fraudulent, or prohibited activities. Merchants are strictly prohibited from any activities that conflict with SAMA regulations as updated from time to time, including but not limited to extending microloans or any form of financing cash to Customers using the Tabby Services and undertaking any unlicensed activity in relation thereto.

11.2. Tabby acknowledges and recognizes the critical importance of complying with sanctions laws and regulations enforced by the regulatory authorities in the KSA or by other governmental authorities (where Tabby or its Group Entities are providing Tabby Services), including, but not limited to SAMA, the Saudi Data & Artificial Intelligence Authority and other relevant regulatory bodies. Tabby prohibits any relationship or transaction involving individuals, entities, countries, territories, or governments that are subject to international or national sanctions. Accordingly, the Merchant shall not participate in any business activity involving sanctioned parties or sanctioned jurisdictions.

11.3. If the Merchant engages in any regulated or controlled business activity (including but not limited to investments, executing contracts, import, export and provision of goods, technology, software and services, funding), such activity must be undertaken only after obtaining all necessary approvals or licenses from the relevant regulatory authorities.

11.4. To ensure compliance with regulatory obligations, Tabby may, at its sole discretion, reject transactions and/or suspend Tabby Services to the Merchant.

11.5. Notwithstanding the foregoing, Tabby may, in its sole discretion, permit the processing of transactions that would otherwise be restricted under this clause, provided that such transactions are authorised by a valid license issued by a competent authority or are otherwise permitted under Applicable Laws, including but not limited to those related to humanitarian aid. Such transactions shall be reviewed and considered by Tabby on a case by case basis.

11.6. Merchant shall not knowingly engage in, or support, any activity that violates or circumvents applicable export control laws or regulations in any jurisdiction in which it operates.

11.7. In the event of a suspected or confirmed breach of the foregoing obligations, including, without limitation, any fraudulent activity (such as microloan abuse or account takeovers), or any conduct that, in Tabby's sole discretion, constitutes a Material Breach of these Merchant Terms, adversely affects Tabby's commercial interests, operations, or reputation, results or may result in financial loss to Tabby, Tabby reserves the right to take any action it deems necessary to protect its interests.

12. OUR RIGHTS TO WITHHOLD

12.1. Notwithstanding Tabby's right to impose a Reserve, Tabby reserves the right to withhold settlement amounts payable to the Merchant for the applicable Withholding Period. Such withholding may occur due to a breach or suspected breach of the terms of the Merchant Agreement, its representations and warranties outlined in Clause 10, where the Merchant has outstanding dues owed to Tabby or in any other instances as specified herein.

12.2. Notwithstanding the Merchant's onboarding, Tabby shall have the right to withhold any settlements, if the documents or any information provided by the Merchant is incomplete, inaccurate, misleading,

unverifiable, or fails to meet Tabby's compliance or risk assessment requirements. Tabby may exercise such right without liability to the Merchant. During the Withholding Period, Tabby may retain all amounts otherwise payable to the Merchant and deduct any amounts resulting from or connected to the Merchant's breach. If the total losses or damages incurred by Tabby exceed the withheld settlement amount, Tabby reserves the right to seek full recovery from the Merchant through legal channels, including losses for any Customer claims.

12.3. Where Tabby has incurred any losses as a direct or indirect result of fraudulent activity, including but not limited to unauthorised transactions or microloans, Tabby shall be entitled to retain from any settlements withheld and otherwise due to the Merchant, an amount equivalent to such losses. Any remaining settlement amounts, following the deduction of such fraud related losses, shall be released to the Merchant, provided that such remaining amounts are not otherwise subject to any withholding, Reserve, or deduction pursuant to this Merchant Agreement.

13. REFUNDS

13.1. In the event of a cancelled or refunded order, Tabby shall apply a Refund Fees for the order, which will be deducted from the next settlement amount due to the Merchant as per its Settlement Cycle.

13.2. In case of partial refunds, the Refund Fees will only be applicable to the portion of the order that is being refunded. All adjustments related to refunds will be reconciled and adjusted from settlements as per the Settlement Cycle mutually agreed upon in the Principal Terms or otherwise through the Business Platform.

13.3. When a refund is issued by a Merchant (in whole or in part), the corresponding refund amount will be owed by the Merchant to Tabby and not to the Customer. Upon receipt of the returned Product, the Merchant must promptly process the refund to Tabby through the Business Platform, ensuring it corresponds to the value of the returned Product. Upon confirmation of the refund Tabby will cancel any remaining installments and/or refund the Customer directly.

13.4. All refunds shall be processed in accordance with the Merchant's cancellation and refund policy as disclosed to Customers at the time of purchase. Where the Merchant, at its sole discretion, agrees to permit a refund outside the window stipulated in its applicable cancellation and refund policy, such refund shall be the sole responsibility of the Merchant and shall be issued by the Merchant directly to the Customer. Tabby shall bear no obligation or liability to facilitate, process, or otherwise be responsible for any refund permitted by the Merchant beyond the scope of its published cancellation and refund policy.

13.5. Refunds must only be processed via the Business Platform or Tabby's API. The Merchant is strictly prohibited from issuing refunds to Customers through any alternative channels, including but not limited to its own website, physical store systems, third-party payment processors, or manual methods.

13.6. Refunds must not be issued in cash, store credit, vouchers, or any other unauthorised form by the Merchant.

13.7. If the Merchant issues a refund to Tabby without a related purchase, Tabby may hold the Merchant responsible for any amounts disputed by the Customer in connection with that refund.

13.8. Where the Merchant has initiated or processed multiple refunds, Tabby reserves the right, in its reasonable discretion, to reject or suspend such refund where fraud or suspected fraudulent activity has been suspected or identified.

13.9. Refunds will not be processed through Tabby if there is an ongoing fraud investigation involving the Merchant, an inquiry into any breach of this Merchant Agreement, or if the Merchant fails to provide any information requested for regulatory or compliance purposes within the specified timeframes.

13.10. Where a dispute is raised by a Customer under Tabby's buyer protection program and Tabby determines the dispute to be resolved in favor of the Customer after undergoing due process, it shall be entitled to issue a refund to the Customer. Tabby may recover the refunded amount along with the Refund Fees by deducting or setting off such amount from any settlements, payable to the Merchant, without further notice or liability to the Merchant.

13.11. In case of Tabby Card, if a Customer wishes to escalate a dispute, Tabby may initiate a chargeback process with the relevant card scheme provider on behalf of the Customer. If the outcome of the chargeback case is in favour of the Customer, the refund is processed by the card scheme provider to the Customer and settled accordingly.

14. TERM AND TERMINATION

14.1. The Merchant Agreement shall take effect from the date the Principal Terms are signed and shall remain in force for the period specified therein, or until they are terminated by either Party in accordance with this clause.

14.2. Tabby may, at its sole discretion, suspend or terminate the provision of any or all of Tabby Services (in whole or in part) with immediate effect, under any of the following circumstances:

14.2.1. Material Breach by the Merchant

14.2.2. Legal Risk posed by the Merchant

14.2.3. Where required under Applicable Law or by any Regulatory Authority

14.2.4. Reputational Risk posed by the Merchant

14.2.5. Suspected fraud or dishonest conduct by the Merchant

14.2.6. Operational Risk posed by the Merchant

14.2.7. If the Monthly Default Rate is 5% or higher for three (3) or more consecutive months during the term of the Merchant Agreement

14.2.8. The Merchant fails to respond to Tabby's inquiries, customer service issues, or other communications for a continuous period of ten (10) Business Days.

14.2.9. The Merchant ceases offering Tabby's Services in its online or in its physical stores where Tabby was previously enabled.

14.2.10. In case of Insolvency or Financial Distress.

14.3. Tabby will notify the Merchant of any such suspension or termination, unless prohibited by Applicable Law.

14.4. If any of the above grounds for suspension continues for more than ten (10) Business Days upon notification or are not cured within the defined or communicated cured periods, Tabby may proceed to cancel access to all or some of the suspended Tabby Services in its entirety and terminate this Merchant Agreement.

14.5. Notwithstanding the above, either Party may terminate this Agreement at any time for convenience by providing the other Party with thirty (30) days' written notice.

14.6. Upon termination of the Merchant Agreement:

14.6.1. The Merchant must immediately stop accepting new transactions or orders using the Tabby Services.

14.6.2. All of Tabby's Intellectual Property must be removed from the Merchant's website(s), store(s), and marketing materials.

14.6.3. The Merchant must complete all transactions that were initiated prior to the termination date.

14.6.4. The Merchant commits, for a period of one (1) year from termination, to provide any and all information requested by Tabby in cases of suspected fraud or any other regulatory requirement.

14.7. Termination will not affect either Tabby or the Merchant's liabilities or obligations that accrued prior to the termination date. If the Merchant is found to have engaged in fraud, the Merchant shall be liable to compensate Tabby in accordance with Applicable Laws and any directions issued by a competent court.

15. INDEMNITY AND LIABILITY

15.1. The Parties agree to indemnify, defend, and hold harmless the other Party, along with its Group Entities,, officers, directors, employees, shareholders, agents, consultants, representatives, successors, and assigns ("**Indemnified Parties**"), from and against any and all liabilities, losses, damages, claims, demands, complaints, costs, and reasonable attorneys' fees arising out of or relating to: (i) any breach of the Merchant Agreement, including without limitation any misrepresentation or violation of its terms, covenants, or warranties; (ii) the contractual relationship between the Party and its customers; and/or (iii) any fraud, negligence, or willful misconduct by the Party or its employees, agents, or subcontractors.

15.2. Notwithstanding the foregoing, the Merchant shall be solely responsible for, and shall indemnify and hold Tabby and its Indemnified Parties harmless from and against, any claims, liabilities, or losses arising from or related to the breach of Applicable Laws in relation to the Product offered by the Merchant, including but not limited to claims relating to product liability, defects, lack of merchantability, fitness for a particular purpose, mislabeling, or failure to deliver.

15.3. Tabby shall not be liable to the other Party for any indirect or consequential loss or damage including, without limitation, any loss of business or profits in each case.

15.4. Nothing in the Merchant Agreement shall exclude or limit either Party's liability to the other for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under the Applicable Laws.

15.5. Tabby excludes any and all liability for any losses that the Merchant may attribute to any suspension of the provision of Tabby Services or the termination of the Merchant Agreement.

15.6. Subject always to Clause 15.4, the total liability of Tabby arising out of or in connection with the Merchant Agreement whether for negligence, misrepresentation, breach of contract or otherwise for direct loss or damage shall not exceed fifty percent (50%) of the total Merchant Fees owed to Tabby under the Merchant Agreement.

16. FORCE MAJEURE

16.1. Neither Party shall be held liable for any delay or failure to perform its obligations under the Merchant Agreement (excluding the Merchant's obligation to pay any due fees) caused by a Force Majeure Event.

16.2. The affected Party must promptly notify the other Party in writing of the Force Majeure Event, including the nature of the event and an estimate of its expected duration. The affected Party must also take reasonable steps to mitigate the impact of the event on its ability to perform its obligations. During the period in which the Force Majeure Event continues, the affected obligations shall be suspended to the extent they are impacted.

16.3. If the Force Majeure Event continues for more than fourteen (14) days after such notice, the affected Party shall have the right to terminate the Merchant Agreement immediately by giving written notice to the other Party, with termination taking effect upon receipt of such notice and subject to the termination obligations outlined in Clause 14.6.

17. AMENDMENT

17.1. Tabby reserves the right to modify this Merchant Agreement at any time, including changes to the Tabby Services, applicable Merchant Fees or Tabby Card Fees. The Merchant will be notified of any such amendments via the email at least 30 days before they take effect.

17.2. If the Merchant does not agree to the updated terms, the Merchant may terminate this Merchant Agreement, and Tabby will cancel the Merchant's access to the Tabby Services.

17.3. If any changes to the Tabby Services are required to comply with Applicable Laws or directives from a Regulatory Authority, Tabby may implement such changes immediately. In these instances, Tabby will notify the Merchant as soon as reasonably practicable, particularly where the changes may have a material impact on the services.

18. RELATIONSHIP OF THE PARTIES

18.1. Nothing in this Merchant Agreement shall be construed as creating a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have the authority to bind or act on behalf of the other for any purpose.

19. WAIVER

19.1. Each Party's rights under this Merchant Agreement are cumulative and not exclusive of any rights or remedies available at law and may only be waived by a written notice that expressly states the waiver. Any delay or failure to exercise a right shall not be deemed a waiver of that right.

20. SEVERABILITY

20.1. If any provision of this Merchant Agreement is found to be illegal, invalid, or unenforceable in any jurisdiction, such finding shall not affect the legality, validity, or enforceability of the remaining provisions in that jurisdiction.

20.2. Each Party undertakes, at the request and cost and expense of the other Party, to sign all documents and to do all other acts, which may be necessary to give full effect to this Merchant Agreement.

21. RETURN OF EQUIPMENT

21.1. If Tabby provides the Merchant with any tools, equipment, POS terminals and/or hardware, such items are loaned solely for the purpose of enabling the use of Tabby's Services in the Merchant's physical stores. The Merchant agrees to handle and safeguard all equipment with reasonable care. Tabby reserves the right to deduct the cost of any loss or damage to the provided items from the Merchant's future settlements, at its discretion.

21.2. Should the Merchant choose to discontinue the use of Tabby in its physical stores, the Merchant is responsible for returning all tools, equipment, POS terminals and/or hardware to Tabby in good working condition within 30 calendar days of the notice.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1. The Merchant Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia. In the event of any dispute arising in connection with this Merchant Agreement, each Party agrees to promptly notify the other and engage in good faith negotiations to seek an amicable resolution. Initially, all disputes shall be addressed by the designated account managers of both Parties. If the matter remains unresolved, it shall be escalated to the senior management of each Party within ten (10) Business Days of the initial escalation.The senior management shall use reasonable efforts to resolve the dispute within thirty (30) days of being notified. If the dispute remains unresolved after this period, either Party may initiate legal proceedings.

22.2. Each Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Riyadh, Saudi Arabia , in respect of any such proceedings.

23. ENTIRE AGREEMENT

23.1. The Merchant Agreement and any documents referenced herein and any related agreements, constitute the entire agreement between Tabby and the Merchant with respect to the Tabby Services, and transactions contemplated by this Merchant Agreement. They supersede all prior agreements, understandings, or arrangements, whether written or oral, relating to the same subject matter. The Merchant acknowledges that, in entering into this Merchant Agreement, it has not relied on any representation, warranty, collateral contract, or other assurance that is not expressly set out in this Merchant Agreement.

24. DEFINITIONS

24.1. **"API"** means application programming interface.

24.2. **"Applicable Law"** means applicable laws, standards enactments, decrees, orders (having the force of law), regulations, regulatory policies and guidelines, governmental requirements, industry codes,

regulatory permits and licences which are in force, namely the regulations issued by the government in the KSA and by SAMA, and any consequent amendments.

24.3. **"Business Day"** means days on which banking institutions are open for business in KSA, excluding a Friday, Saturday or public holiday.

24.4. **"Change of Control"** means any transfer of ownership, sale of assets, or change in control of more than 50% of the Merchant's shares or voting rights.

24.5. **"SAMA"** The Saudi Central Bank.

24.6. **"Customer(s)"** means a consumer that has made a purchase of Products from the Merchant, or from a third party but handled by the Merchant using the Tabby Services.

24.7. **"Operational Risk"** means any events (including deterioration in the Merchant's financial condition, business, or assets) or omissions that, in Tabby's reasonable opinion, may impact the Merchant's ability to fulfil its obligations under the Merchant Agreement.

24.8. **"Force Majeure Event"** shall mean circumstances beyond its reasonable control, including but not limited to acts of God, government actions, changes in law or regulation, war, fire, flood, epidemic, pandemic, explosion, or civil unrest.

24.9. **"Insolvency or Financial Distress"** means any event or circumstance where the Merchant:

24.9.1. is unable to pay its debts as they fall due;

24.9.2. becomes insolvent or bankrupt;

24.9.3. has a receiver, liquidator, administrator, or any similar officer appointed over all or a material part of its assets;

24.9.4. is subject to any execution, attachment, or enforcement action against its property; or

24.9.5. has a winding-up or similar petition filed against it that is not dismissed, discharged, or withdrawn within thirty (30) days.

24.10. **"Intellectual Property"** means rights in relation to trade marks, domain names, business names, goodwill and reputation, designs, patents, copyright, processes, methods, inventions, product formulations and all other rights or forms of protection having an equivalent or similar nature or effect in any country in the world, whether registered or unregistered and including all rights of action, powers and benefits of the foregoing.

24.11. **"Legal Risk"** means any actual breach of, or any reasonable suspicion of a breach of, Applicable Law by the Merchant, as determined in Tabby's reasonable opinion.

24.12. **"Material Breach"** means any breach of the Merchant Agreement by the Merchant that is material in nature, including (without limitation): (a) failure to comply with Applicable Laws, Product Guidelines, or advertising terms and standards, where applicable; (b) failure to pay Tabby any amounts due for Tabby Card Services (c) violation of Tabby's Intellectual Property rights or breach of any guidelines as to use of such Intellectual Property (d) any misrepresentation or fraudulent, unlawful, deceptive, dishonest or abusive conduct including entering into Self-buy transactions (e) breach of Clause 2.4 (f) breach of Clause 11 (g) failure to keep up to date or provide complete, accurate, verified documents, Customer

transaction related information or to meet Tabby's compliance or risk assessment requirements within the specified timelines (h) failure to keep Customer accounts and transactions secure and protected against unauthorised access, misuse, or fraudulent activity (i) failure to comply with any technical guidelines, instructions and specifications provided by Tabby from time to time with respect to integration with Tabby (j) any breach that is not capable of remedy or, where capable of remedy, is not remedied within a period thirty (30) days or any other timelines specified; or (k) any other instances which are identified as a material breach under the terms of the Merchant Agreement.

24.13. **"Merchant Fees"** means the fees charged by Tabby, comprising a percentage-based component and a fixed amount per transaction, as specified in the Principal Terms for any Tabby Services activated (excluding Tabby Card Services). This excludes any taxes applicable under the laws of KSA, transfer charges, or foreign exchange fees on cross-border transactions.

24.14. **"Monthly Default Rate"** means the total amount of payments by Customers in relation to transactions that are more than thirty (30) days overdue divided by the total amount of payments by Customers in a particular month, calculated thirty (30) days after the end of that particular month.

24.15. **"Party"** or collectively the Parties means Tabby or/and the Merchant

24.16. **"POS"** means point of sale

24.17. **"Product"** means the goods or services offered or sold by a Merchant (or from a third party but handled by the Merchant) to a Customer using the Tabby Services.

24.18. **"Product Guidelines"** means the product rules and guidelines shared by Tabby with the Merchant, as may be amended from time to time.

24.19. **"PSP"** means a payment services provider.

24.20. **"Purchase Amount"** means the total sale price of the Product , including any applicable charges such as taxes and shipping fees.

24.21. **"Regulatory Authority"** any applicable national, regional, local or government authority or regulator exercising any authority with respect to the Tabby Services or the activities contemplated under these Merchant Terms, including but not limited to SAMA and any other applicable government authorities.

24.22. **"Refund Fees"** means, the fees Tabby retains or is entitled to when an order is cancelled or refunded, which include: (a) the full fixed fee originally charged on the Purchase Amount, and (b) 2% of the percentage-based component of the Merchant Fee originally charged on the Purchase Amount. The remaining percentage-based component is refunded to the Merchant.

24.23. **"Reserve"** means a fixed amount or a percentage of the daily settlement amounts otherwise payable to the Merchant.

24.24. **"Reputational Risk"** means any act, omission, or conduct of the Merchant or its Group Entities that, in Tabby's reasonable opinion, may adversely affect Tabby's business reputation, brand, integrity, or goodwill.

24.25. **"Self-buy"** means any transaction in which the Merchant, or any of its owners, employees, agents, or Group Entities, directly or indirectly acts as the Customer in purchasing Products from the Merchant's

own store or business, for the purpose of accessing Tabby Services other than in connection with genuine consumer sales. This includes, without limitation, any fake, artificial, or circular transactions intended to generate or trigger loan disbursements.

24.26. **"Tabby App"** means the Tabby application which Customers use to make purchases

24.27. **"Settlement Cycle"** means the frequency at which Tabby processes settlement payments to the Merchant for captured Purchase Amounts, as specified in the Principal Terms and subject to the terms of the Merchant Agreement.

24.28. **"Tabby Services"** means the services that enable a Customer to pay for Products offered by the Merchant using the payment plans provided by Tabby including Tabby Card Services and any ancillary services in connection thereto.

24.29. **"Tabby Card"** means the physical and/or digital card issued by Tabby utilizing VisaNet.

24.30. **"Tabby Card Fees"** means the fee charged to the Merchant for using Tabby Card Services.

24.31. **"Business Platform"** means the merchant dashboard, mobile applications, APIs, or other interfaces made available by Tabby to enable Business Platform access and administration.

24.32. **"KSA"** The Kingdom of Saudi Arabia.

24.33. **"Validated Product Dispute"** means a dispute that Tabby has determined, acting reasonably and in good faith, to be valid based on its review of the information, documentation, and based on the evidence provided by the Merchant and the Customer (and any other information available to Tabby in connection with such dispute). A Validated Product Dispute may include but not be limited to disputes relating to issues such as the merchantability of the Product or refund eligibility.

24.34. **"VisaNet"** means the electronic payment network which processes VISA card Transactions.

24.35. **"Withholding Period"** means the withholding of settlements by Tabby for a period of 180 days or for a period as required per the requirements of Applicable Laws and or the order of a regulatory authorities.