

REFERRAL PARTNERSHIP AGREEMENT

1. GENERAL PROVISIONS

1.1. This Referral Partnership Agreement (“**Agreement**”) is a legally binding public offer made by **Solus City Portal Co. L.L.C**, a limited liability company incorporated under the laws of the United Arab Emirates, holding Commercial License No. 1420253, with its registered address at WHP2 Block A Commercial, Saih Shuaib 3, Dubai, UAE (hereinafter the “**Platform**” or the “**Company**”).

1.2. This Agreement governs the terms and conditions under which any legal entity or individual user (hereinafter referred to as a “**Referrer**”) may participate in the Platform’s Referral Program available on the Platform’s official website www.soluscity.com and receive a Commission for referring new Service Providers to register and subscribe on the Platform.

1.3. By checking the “I agree” box to the Referral Program Partnership Agreement (hereinafter referred to as the “**Effective Date**”), the Referrer confirms that it has read, understood, and accepted all terms of this Agreement. Such acceptance constitutes full and unconditional agreement with the Referrer’s legal obligations. The Referrer represents and warrants that it has the legal capacity and authority to enter into this Agreement, whether as an individual or as a duly authorized representative of a legal entity.

2. DEFINITIONS

- “**Referral Program**” means the system operated by the Platform that allows Referrers to receive Commissions for introducing new Service Providers.
- “**Referral**” means a potential Service Provider introduced to the Platform through the Referrer’s recommendation.
- “**Successful Referral**” means a Referral that:
 - a) registers on the Platform and identifies the Referrer as the recommending person during registration;
 - b) the registration is not based on duplicate or fraudulent data;
 - c) the Service Provider’s account is verified, approved, and activated by the Platform; and
 - d) the Service Provider has completed payment of any applicable registration or subscription fees.
- “**Commission**” means the reward payable to the Referrer for each Successful Referral under this Agreement.
- “**Service Provider**” means an entity or individual who offers services through the Platform and registers as such.

3. SUBJECT OF THE AGREEMENT

3.1. Under this Agreement, the Platform offers any user the opportunity to act as a Referrer by inviting potential Service Providers to register and subscribe on the Platform.

3.2. For each Successful Referral, the Referrer shall receive a Commission as determined in Clause 5.

3.3. The Referrer’s participation in the Referral Program shall not create any employment, agency, joint venture, or partnership relationship between the Platform and the Referrer, nor shall it confer any ownership, equity, or other proprietary interest in the Platform or its business.

4. REFERRAL PROCEDURE

4.1. After registering on the Platform and accepting this Agreement, the Referrer has the right to refer potential Service Providers. Upon verification, the Referrer will be added to the list of official referral program partners of the Platform.

4.2. The Referrer undertakes to refer potential Service Providers using lawful and ethical methods.

4.3. A Referral shall be deemed a Successful Referral within the meaning of this Agreement only if it meets all the conditions set out in the definition of “Successful Referral” in Clause 2 above.

4.4. The Platform’s records and systems shall be conclusive and binding in determining whether a Referral qualifies as Successful.

5. COMMISSION AND PAYMENT TERMS

5.1. The amount of Commission for each Successful Referral shall be determined by the Platform and displayed on the Referral Program page or the Referrer's dashboard.

5.2. The number of Successful Referrals shall be determined at the end of each calendar month, based on the Platform's internal records. The applicable Commission rate for that month shall apply to all Successful Referrals achieved by the Referrer during that month.

5.3. The Commission shall become payable only after the referred Service Providers have:

- a) completed registration and subscription on the Platform;
- b) paid the applicable subscription fee in full; and

5.4. Commissions shall be calculated monthly and paid to the Referrer's designated account within fifteen [15] business days after the end of each calendar month.

5.5. The Platform reserves the right to withhold, cancel, or adjust any Commission in cases of fraud, refund, chargeback, duplicate registration, violation of this Agreement, or any breach of applicable laws.

5.6. All payments shall be made in United Arab Emirates Dirhams (AED), and the Referrer shall be responsible for any bank or transfer fees associated with the payment.

6. REFERRER'S OBLIGATIONS AND RESTRICTIONS

6.1. The Referrer shall:

- a) promote the Platform honestly, without misleading potential users;
- b) comply with all applicable UAE laws, including data protection and advertising laws;
- c) not use spam, bots, or deceptive advertising;
- d) refrain from creating multiple accounts or referring themselves; and
- e) respect the intellectual property rights of the Platform.

6.2. The Referrer shall not:

- a) make any representations on behalf of the Platform;
- b) engage in any activity that may harm the Platform's reputation; or
- c) publish or distribute materials containing the Platform's trademarks without written approval.

7. PLATFORM'S RIGHTS AND OBLIGATIONS

7.1. The Platform shall:

- a) provide the Referrer with access to the dashboard; and
- b) process Commission payments in accordance with Clause 5.

7.2. The Platform reserves the right to:

- a) modify or terminate the Referral Program at any time without prior notice;
- b) disqualify Referrers engaged in prohibited or fraudulent activities; and
- c) adjust the Commission rates at its discretion.

8. TAXES

8.1. The Referrer shall be solely responsible for complying with any tax obligations that may apply to it under UAE legislation, including corporate tax, value added tax, or any other taxes or reporting requirements that may arise from the receipt of Commission under this Agreement.

9. DATA PROTECTION

9.1. By accepting this Agreement and participating in the Referral Program, the Referrer - whether a natural person or a legal entity - expressly consents to the collection, processing, storage, and use of its data by the Platform. Such data may include, without limitation:

- a) for individual Referrers - full name, contact details, identification number, payment details, and referral activity data;

- b) for corporate Referrers - company name, trade license number, contact person's details, payment details, and referral activity data.

The Platform may process such data for the purposes of:

- i. verifying identity and participation in the Referral Program;
- ii. tracking, calculating, and paying Commissions;
- iii. fulfilling legal and regulatory obligations; and
- iv. communicating program updates or technical notices related to this Agreement.

10. LIABILITY

10.1. The Platform shall not be liable for any indirect, incidental, or consequential damages arising from participation in the Referral Program.

10.2. The Platform's total liability under this Agreement shall not exceed the total amount of unpaid Commissions due to the Referrer at the time of the event giving rise to liability.

10.3. The Referrer shall indemnify the Platform against any claims or damages arising from their breach of this Agreement or any applicable law.

11. TERM AND TERMINATION

11.1. This Agreement enters into force upon the Referrer's acceptance and remains valid until terminated by either Party.

11.2. The Referrer may terminate participation in the Referral Program at any time by deactivating their account or providing written notice.

11.3. The Platform may terminate this Agreement or suspend the Referrer's participation at any time, without prior notice, in the event of:

- a) violation of this Agreement;
- b) fraudulent activity; or
- c) discontinuation of the Referral Program.

11.4. Upon termination, all referral links shall be disabled, and unpaid Commissions (if any) for previously verified Successful Referrals shall be settled in accordance with Clause 5.

12. GOVERNING LAW AND DISPUTE RESOLUTION

12.1. This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates and, where applicable, the laws of the Emirate of Dubai.

12.2. Any disputes arising out of or in connection with this Agreement shall first be resolved amicably. If unresolved within thirty (30) days, the dispute shall be referred to and finally resolved by the Dubai International Arbitration Centre (DIAC) in accordance with its rules. The language of arbitration shall be English.

13. UNAUTHORIZED STATEMENTS; LACK OF AUTHORITY

13.1. The Referrer shall refrain from making any representations, warranties, promises, or guarantees to any potential or referred Service Provider regarding the specifications, functionality, features, pricing, or capabilities of the Platform's services that are misleading, deceptive, exaggerated, or otherwise inconsistent with the official information or materials distributed by the Platform.

13.2. The Referrer acknowledges that they have no authority to enter into, negotiate, or execute any contract or commitment on behalf of the Platform, nor to receive payments, issue invoices, or bind the Platform in any manner whatsoever.

13.3. The Referrer shall take all commercially reasonable steps to preserve and protect the goodwill, reputation, and brand value of the Platform and shall not engage in any conduct that could reasonably be expected to damage or adversely affect the Platform's name, standing, or commercial interests.

13.4. This Agreement is non-exclusive. The Parties acknowledge and agree that the Company may, at its sole discretion, (a) directly solicit leads and prospective Service Providers, and (b) appoint or authorize any number of additional referrers, representatives, or agents to perform similar referral activities without limitation or liability to the Referrer.

14. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

14.1. Each Party represents and warrants that, in performing its obligations under this Agreement, it will comply with all applicable laws, regulations, and official directives in force in the United Arab Emirates and any other relevant jurisdiction.

14.2. **Disclaimer of Warranties.** Except as expressly provided in this Agreement, the Platform makes no representations or warranties whatsoever, whether express or implied, to the Referrer or to any person or entity. Without limitation, the Platform disclaims all implied warranties of merchantability, fitness for a particular purpose, accuracy of data, title, non-infringement, quality of service, reliability, performance, or availability of the Platform and its services. The Platform does not warrant that its website, systems, or services will be uninterrupted, error-free, or free from viruses or other harmful components. All use of the Platform is at the Referrer's and the Service Providers' own risk.

15. MISCELLANEOUS

15.1. **Modification of Terms:** The Platform reserves the right to amend this Agreement at any time. Updated versions shall take effect upon publication on the Platform's website.

15.2. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding participation in the Referral Program and supersedes all prior understandings or communications.

15.3. **Electronic Acceptance:** The Referrer's acceptance via electronic means (e.g., ticking the checkbox or activating a referral link) shall have the same legal effect as signing a written document.

15.4. **Severability:** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

By joining the Referral Program or checking the box "I Agree", the Referrer confirms full and unconditional acceptance of all terms of this Agreement.