



Indelg Participation Agreement

PLEASE READ THE BELOW TERMS OF THIS AGREEMENT AND ATTACHED TERMS AND CONDITIONS CAREFULLY AND SIGN. YOUR SIGNATURE SHALL BE DEEMED AS IF YOU HAVE READ AND AGREED TO ALL THE TERMS PROVIDED HEREIN.

All capitalized terms and expressions used here below shall have the meanings ascribed to them in the Indelg Terms & Conditions attached hereto.

This Indelg Participation Agreement is entered into between you (as Participant) and Indelg and shall be deemed as a valid and enforceable legal agreement. All Products owned by you which subsequently become Indelg Product(s) shall be treated and governed under the same terms of this Indelg Participation Agreement and attached Indelg Participation Terms and Conditions.

- Participation:** Under this Indelg Participation Agreement, you grant Indelg the rights of use of your Product(s) for the terms of this Indelg Participation Agreement and Indelg Participation Terms and Conditions and specifically where Indelg shall have the right to lease your Product(s) to third-party End-users in exchange of a monetary consideration subject to the payment terms provided herein.
- Revenue Sharing:** Indelg reserves the right to market, lease the Product(s) subject to its own terms, discretion, and value. You shall benefit from a fixed and non-negotiable thirty per cent (30%) share from all revenues generated from the use of your Product(s), after deduction of taxes, expenses, etc. to be paid subject to the below Indelg Participation Terms and Conditions.
- Term:** This Indelg Participation Agreement shall remain valid and in effect until you and/or Indelg wish to terminate this relationship subject to the below Indelg Participation Terms and Conditions.
- Indelg Participation Terms and Conditions:** The below and attached Indelg Participation Terms and Conditions constitute an integral part of this Agreement and you confirm that you have read and understood its terms by signing this Agreement and agree to be bound by them.

By signing below, you agree to the terms of this Indelg Participation Agreement and attached Indelg Participation Terms and Conditions.

Participant Signature

Bank Name:

Name (as QID):

Account No:

QID No:

IBAN:

Date:

E-mail:

Mobile:



Indelg Participation Terms and Conditions

These Indelg Participation Terms and Conditions constitute a binding legal agreement between you (as Participant) and Indelg. These Indelg Participation Terms and Conditions and any other rules posted on Indelg Site govern your relationship with Indelg and the Indelg services. We reserve the right to change the terms of this agreement in the future and any changes will apply to our rental process.

These Terms and Conditions were last revised in March 2023 and are subject to change as described herein.

1. DEFINITIONS

The terms used in this Agreement (as defined below) shall have the following meanings unless otherwise specified:

"Indelg Participation Agreement" means the Participation Agreement entered between you (as Participant) and Indelg.

"End-users" means the end-user renting an Indelg Product.

"Indelg Product" means the Participant's Product approved by Indelg to be rented and offered for rent to End-users.

"Participant" means any person providing Indelg with its Products, to be rented to End-users;

"Product" means a dress, trousers, jacket, jumpsuit or any other item of clothing or accessory owned by a Participant who wishes to enter into this Agreement with Indelg;

"Indelg Rental Policy" means Indelg rental policy and agreement to be entered into by Indelg and the End-user and which shall be available on Indelg official website, subject to being amended from time to time; and

"Rental Term" means the rental period by the End-user of the Product(s) as agreed between Indelg and the End-user subject to the terms of the Indelg Rental Policy.

"Indelg Participation Terms and Conditions" means these Indelg Terms and Conditions.

2. PARTICIPATION TERMS

The Participant shall provide its Product(s) to Indelg subject to the following terms:

- Indelg reserves the right, at any time and at its absolute discretion, to refuse to rent any Product(s) provided to it by the Participant and / or to return any Product(s) to the Participant.
- The Product(s) shall be showcased by Indelg for rental and used exclusively by End-user of Indelg. Indelg reserves the right to determine the timing of introducing any Product(s).
- The Product(s) may be used only for the Rental Term or any extended period as agreed to by indelg. The End-user agrees under the Rental Policy that any extension is noted on Indelg's records should correctly reflect such extended period as agreed to by Indelg.



- Throughout the term of the Indelg Participation Agreement, the Participant grants Indelg all rights of ownership of the Product(s).
- The Product(s) will undergo minor alterations such as shortening and tightening, however, no major alterations will be permitted that will change the major characteristics of the Product(s).
- If the Participant requires to wear any of their own personal Product(s), they are entitled to temporarily retrieve the Product(s) for personal use free of charge, provided only that the Product is available in stock and not booked in advance by and End-user for such requested period and subject to a request in writing to Indelg team within a minimum period of seventy-two (72) hours in advance. The Participant shall make all the arrangements to retrieve the Product(s), and will bear all costs and/or responsibility related to such retrieval and its return to Indelg.
- Indelg is responsible for ensuring the Product(s) have been dry-cleaned prior to listing them on website and/or physical space.
- The Participant acknowledges and understands that any Product(s) provided to Indelg may not be returned in its original condition as natural wear and tear may occur when the Product(s) is used; whether rented or marketed.
For the purposes of the above, natural wear and tear encompasses fabric wear out, colour fading and embellishment imperfections.
- The Participant acknowledges and understands that any and all personal information relating to all data subjects involved, including but not limited to, the full name, contact details, etc. will not be shared and will remain confidential and be subject to the personal data protection rules and regulations of the State of Qatar.

3. RENTAL RATES AND CHARGES

- You have given a truthful and accurate retail price of the Product(s) if available.
- Indelg shall solely retain the right to determine the rental fee(s) of any of the Indelg Product(s) listed.

4. REVENUE SHARING

- Participant acknowledges and understands that the rental of the Product(s) is not guaranteed and depends on the market demand.
- The Participant shall have the right to access the Indelg records for the Participant's Product(s) as the only and valid proof for the Product(s)'s rental.
- Participant shall be entitled to receive a fixed percentage of thirty percent (30%) of the total net revenue actually received by Indelg, including the net amount recovered from the End-user or from any third party as compensation for any damage or loss caused to the Product and any proceeds resulting from the rental of such Product, minus any expenses, and for the purposes of the Indelg Participation Agreement and Indelg Participation Terms and Conditions, revenues shall include but are not limited to, expenses, taxes, costs and expenses incurred in the ordinary course of business (such as dry cleaning, delivery, transfer charges, maintenance and any other incidental expenses incurred by Indelg in connection with any rental of the Product(s), or in an extraordinary manner (such as expenses resulting from a dispute with an End-user in relation to the Product. Indelg retains the right and sole and reasonable discretion in assessing the amount of the expenses in connection with the rental of any Product.
- The revenues shall be paid to the Participant by Indelg on a quarterly basis, by either cheque, wire transfer, or cash. In the case where the payment is made through a bank wire transfer, it is



mandatory that this transfer is made to a bank account in the Participant's name, opened with a local and approved bank in the State of Qatar. All charges shall be borne by the Participant. Participant understands and agrees that payment may be subject to delays outside the control of Indelg, provided Indelg communicates such delays to Participant within a reasonable time.

- Indelg retains the right at its sole discretion to withhold any sums due to the Participant in the event of breach by the Participant of any terms of the Indelg Participation Agreement and Indelg Participation Terms and Conditions, as long as the breach continues.
- Indelg retains the right at its sole discretion to set off any sums due to the Participant against any amount that may be due by Participant to Indelg.
- Indelg may use the Participant's Product(s) as part of the end of season clearance to be sold with the Participant's consent, in which Indelg reserves the right to determine the retail price and the Participant will also receive thirty percent (30%) of the total net revenue actually received by Indelg. If Participant does not wish for their Product(s) to be sold then Indelg will return them back to the Participant.

5. TERM AND TERMINATION

- This Agreement shall remain in place for so long as the Participant has any Product(s) with Indelg, unless terminated earlier in accordance with the below provisions. For the avoidance of any doubt, and without prejudice to the provisions of this clause thereof, in case the Participant no longer has any Product(s) with Indelg for any reason whatsoever including the Products being returned by Indelg in accordance with the terms of these Indelg Participation Terms and Conditions, this Agreement shall be automatically terminated forthwith without the need for any prior notice or any judicial or non-judicial proceedings.
- The Participant is entitled terminate the Indelg Participation Agreement subject to these Indelg Participation Terms and Conditions without the need or court order by sending a thirty (30) day prior written notice with acknowledgement of receipt to Indelg.
- Indelg shall be entitled to terminate the Indelg Participation Agreement subject to these Indelg Participation Terms and Conditions without the need or court order at any time by sending a notice to the Participant within a minimum period of thirty (30) days. Once this time has lapsed, the Indelg Participation Agreement shall be considered automatically terminated and the Participant will be required to collect its Product(s) and any amounts or revenues due to Participant by Indelg. All costs pertaining to the return of such Product(s) shall be borne solely by the Participant.
- In the event where the Participant fails to collect its Product(s) within a maximum period of five (5) working days, the Participant shall be subject to a penalty equivalent to one percent (1%) of the rental fee for said Product per day as indemnity for Indelg for such delay caused.

6. INDEMNITY

- The Participant shall indemnify and hold free Indelg from all claims for indemnity related to the breach of any intellectual property rights including any copyrights or design rights related to any Product provided by the Participant to Indelg. Participant shall be solely responsible for any third-party claims concerning the provided Product(s).
- The Participant will indemnify and hold Indelg and its affiliates, mother companies and subsidiaries including without limitation their respective suppliers, officers, directors,



shareholders, partners, employees, and agents, harmless from any liability that may be incurred as a result of the Participant's breach of this Agreement or the representations and warranties made therein or that may be incurred towards any third parties in connection with the Participant's participation in, or activity on, Indelg.

- In case a Product was damaged in Indelg's care, due to willful misconduct or gross negligence of any staff or team member, Indelg will be responsible to repair the damage caused to the Product.
- Participant acknowledges and agrees that Indelg shall not be liable for the reparation of any damages resulting from the normal wear and tear or depreciation of the Product(s).

7. MISCELLANEOUS

- No Partnership / No Agency:** By entering into this Agreement, Indelg and the Participant do not intend to create any relationship of employment, partnership, or joint venture, and at no time shall either party position itself as affiliated with the other in any way other than as an independent contractor.
- Limitation of Liability:** INDELG SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF REVENUE OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IN CASES WHERE INDELG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL CASES, INDELG LIABILITY SHALL BE CAPPED AND SHALL NOT EXCEED 30% OF THE RETAIL PRICE OF THE PRODUCT, WHICH INDELG RESERVES AT ITS SOLE DISCRETION THE RIGHT TO DETERMINE SUCH VALUE OR TO APPOINT AN EXPERT.
- Transfer of risk:** The Participant understands and agrees that there may be some risks arising from the usage and rental of the Product given to Indelg.
- Amendments:** Indelg reserves the right to amend, from time to time and at any time, the terms of this Agreement and any other aspects of Indelg business which may or may not affect, whether directly or indirectly, the Participant or the Indelg Products. In the event where the amendments are in relation to this Agreement, Indelg shall communicate those to the Participant within a minimum period of ten (10) days prior to their taking effect.
- Third party liability:** The Indelg Product(s) shall be either hosted on Indelg's platform www.indelg.com and/or stored and showcased in third party shops that are not owned or affiliated to Indelg. The Participant agrees and acknowledges that, these third-party shops or their employees, staff, owners, representatives, etc. are not liable or responsible whatsoever for any of the Indelg Product(s) are not a party to the Indelg Participation Agreement and Indelg Participation Terms and Conditions.
- Governing Law and Jurisdiction:** This Agreement shall be construed, enforced, governed, and controlled by and under the laws of the State of Qatar. The parties to this Agreement agree that any disputes arising from this Agreement shall be finally settled by the competent courts of the State of Qatar.