TOY SOUK MARKETPLACE PLATFORM AGREEMENT

Version 3.4 (24 November 2026)

This Marketplace Platform Agreement ("Agreement") is made and entered into by and between:

Souk Zone Trading and Consulting FZE, a Free Zone Establishment duly incorporated and existing under the laws of the Emirate of Sharjah, United Arab Emirates, with its principal office at Block B, Office #B-41-142, Sharjah Research, Technology and Innovation Park (SRTIP) Free Zone, Sharjah, UAE, operating under the brand name **"Toy Souk"** ("**Company**," "**We**," "**Us**," or "**Toy Souk**");

AND

[Seller Legal Name], a company/individual duly registered and licensed to conduct business in the United Arab Emirates, with its principal place of business at [Seller Address] ("**Seller**," "**You**," or "**Vendor**").

WHEREAS, Toy Souk operates an online multi-vendor marketplace platform ("**Platform**") under the brand name **Toy Souk**, specializing in the sale of toys, games, and related children's products in the United Arab Emirates ("**UAE**");

WHEREAS, Seller is engaged in the business of manufacturing, distributing, and/or retailing products ("**Products**") suitable for sale on the Platform;

WHEREAS, Toy Souk provides Seller with access to its Platform to list, market, and sell Products to end consumers ("**Customers**") in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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1. DEFINITIONS & INTERPRETATION

1.1 Definitions

- **"Platform"**: The Toy Souk e-commerce website (www.toysouk.com) and its subsidiary sites including mobile application.
- **"Products"**: All items listed by Seller on the Platform.
- **"Customer"**: End-user purchasing Products via the Platform.
- **"Effective Date"**: Date of Seller's acceptance of this Agreement.
- **"VAT"**: Value Added Tax as per UAE Federal Decree-Law No. (8) of 2017.
- **"Applicable Laws"**: All UAE federal and local laws, including but not limited to consumer protection, e-commerce, and data privacy laws.

1.2 Interpretation

- Headings are for reference only and do not affect interpretation.
- References to "including" mean "including without limitation."

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2. TERM & MODIFICATIONS

2.1 Term
This Agreement commences on the Effective Date and continues until terminated per **Section 11**.

2.2. Privacy Policy:
- Seller agrees to Toy Souk's Privacy Policy (https://toysouk.com/privacy-policy/) and Terms of Use (https://toysouk.com/terms-and-conditions/).

2.3 Amendments
- Toy Souk may modify terms with **15 days' prior notice**.
- Continued use constitutes acceptance.

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3. SELLER OBLIGATIONS

3.1 Account Registration
Seller must:
- Provide accurate business details (trade license, VAT certificate, contact person, bank details).
- Not impersonate another seller or use false credentials.

3.2 Product Listings & Compliance
Seller warrants that all Products:
- Are accurately described (images, pricing, availability, condition, specifications).
- Comply with UAE safety standards and obtain all permits (e.g., **ESMA certification for toys**).
- Adhere to UAE consumer protection laws (e.g., return policies, warranties).
- Are not prohibited (**counterfeit, expired, hazardous or illegal under UAE law**).

3.3 Pricing & Inventory
- Prices must be **competitive and non-exploitative**. Ensure best pricing on the platform
- Comply with **UAE competition laws**.
- Seller must update stock availability **in real-time**.

3.4 Order Fulfillment
- Seller must make orders available for dispatch within **24–48 hours**.
- Late shipments may incur penalties (**10% of order value or AED25 whichever is higher**).

3.5 Intellectual Property (IP)
- Seller must own/have rights to sell listed Products.
- Toy Souk may request **proof of authorization** (e.g., brand distributor agreements).

3.6 Prohibited Conduct
Seller shall not:
- Engage in **price manipulation** or **fake reviews**.
- Use the Platform for **unauthorized promotions**.

4. TOY SOUK'S OBLIGATIONS

4.1 Platform Access

- Provide Seller dashboard for order management.
- Offer customer service for order-related queries.

4.2 Marketing & Promotions

- May feature Seller's Products in campaigns (discounts, bundles).
- Paid promotion (co-op marketing): Toy Souk runs paid campaigns on Meta and Google, seasonal campaigns (e.g. Blessed Friday, National Day, Ramadan) and featured placements. Paid promotion of a Seller's brand or Products is co-funded by the Seller. For each campaign, the Products, period and Seller's contribution are agreed in writing (email is enough) before launch, and Toy Souk shares a results report (spend, clicks and sales) afterwards. Taking part is optional and does not affect commission or the Seller's standard listings.

4.3 Payment Processing

- Collect payments from Customers.
- Remit payouts per **Section 5**.

5. FEES & PAYMENT TERMS

5.1 Commission Structure

- **12%** of the order value (excluding VAT & shipping).

5.2 Payout Schedule

- Processed **3 working days** after the **return window closes** (typically 14 days).

5.3 Deductions

- Refunds, chargebacks, and penalties deducted before payout.

6. FULFILLMENT & LOGISTICS

6.1. Options: Seller may choose:

- **Fulfillment by Merchant (FBM)**: Self-manage storage.
- **Fulfillment by Toy Souk (FBT)**: Use Toy Souk's warehouses (fees apply - **Appendix B**).

6.2. Last-Mile Delivery: Toy Souk will manage last mile delivery (refer **Appendix-B**).

7. RETURNS, REFUNDS & CANCELLATIONS

7.1 Return Policy

- Customers may return Products within 14 days as set out in Appendix C (Return & Refund Policy).
- Seller bears return shipping costs for faulty or wrong items.

7.2 Refund Process

- Toy Souk initiates refunds, debits Seller's account.

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8. TAX COMPLIANCE

8.1 VAT Obligations

- Seller must be **VAT-registered** if annual turnover exceeds **AED 375,000**.
- Seller is responsible for VAT registration, invoicing and remittance.
- Must provide **Tax Registration Number (TRN)**.
- If the seller has a less than AED 375,000 annual turnover seller will provide a certificate specifying that VAT is not applicable to the Seller.

8.2 Tax Invoicing

- Toy Souk generates invoices for Customers.
- Seller must issue **VAT-compliant invoices** for cross-border sales.

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9. DATA PROTECTION

9.1 Confidentiality

- Seller must protect Customer data per **UAE Data Protection Law**.

9.2 Personal Data Use

- Only for order fulfillment; no unauthorized sharing.

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10. INDEMNIFICATION & LIABILITY

10.1 Seller's Indemnity

Seller indemnifies Toy Souk against:

- **Breach of Agreement**.
- **Product defects, IP violations, or non-compliance or any other liability claims**.
- **Seller's negligence or misconduct.**

10.2 Limitation of Liability

- Toy Souk's liability capped at **total fees paid by Seller in preceding 3 months**.

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11. TERMINATION

11.1 Termination Rights

- Either Party may terminate with **30 days' notice**.
- Immediate termination for **fraud or legal violations (e.g. counterfeit goods, non-payment etc)**.

11.2 Post-Termination

- Seller must fulfill pending orders.
- Settle dues within 30 days; remove all listings
- Toy Souk settles final payouts within **90 days**.

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12. CONFIDENTIALITY

12.1. Non-disclosure of proprietary information (e.g., customer data, fees) for 3 years post-termination.

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13. DISPUTE RESOLUTION

- **Governing Law**: UAE Federal Laws.
- **Jurisdiction**: Courts of **Dubai, UAE**.
- **Language**: English (prevails over other translations).

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14. GENERAL PROVISIONS

- **Force Majeure**: Excused for events beyond control (e.g., pandemics, wars, Government actions).
- **No Partnership**: Independent contractor relationship only.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date.

SELLER
Authorized Signatory: _____
Name: _____
Title: _____
Date: _____

APPENDICES

1. **Appendix A – Seller Fee & Commission Structure**
2. **Appendix B – Fulfillment & Shipping Policy**
3. **Appendix C – Return & Refund Policy**
4. **Appendix D – Prohibited Products List**
5. **Appendix E: Seller Performance Metrics**

APPENDIX A: SELLER FEE & COMMISSION STRUCTURE

1. Commission Rate

- **12%** of the total order value (excluding VAT, shipping, and any discounts).
- Applicable to all sales unless otherwise agreed in writing.

2. Additional Fees

Fee Type	Amount	Description
Subscription Fee	AED 0 (Waived)	No monthly fee for standard sellers.
Payment Processing Fee	AED 0 (Waived)	Charged by payment gateways (e.g., credit card fees).
Shipping Fee	As per carrier rates (refer **Appendix B**)	Deducted from Seller payout
Penalty for Late Shipment	10% of order value or AED 25 whichever is higher	Applied if Seller fails to make the product available for dispatch within **48 hours**.
Penalty for Order Cancellation after Confirmation	Flat Fee of AED 100 per order cancelled	Applied if Seller accepts the order in the first place and then cancels it for whatever reason
Penalty for Elongated Out of Stock	Flat Fee of AED 50 per item	Applied to Seller if a product is out of stock on the portal for more than 2 months and not delisted, unless otherwise agreed in writing
Return Processing Fee	AED 15 per return	Deducted if return is due to Seller error (wrong item, defect).

3. Payout Terms

- **Processing Time**: **+3 working days** after the **return window** (14 days) closes.
- **Payment Method**: Bank transfer (AED only).
- **Minimum Payout Threshold**: None.

APPENDIX B: FULFILLMENT & SHIPPING POLICY

1. Fulfillment Options

Option	Description
Fulfilled by Merchant (FBM)	Seller handles storage, packaging and to make shipment ready for delivery
Fulfilled by Toy Souk (FBT)	Seller ships bulk inventory to Toy Souk's warehouse. Toy Souk manages storage, packaging, and shipment. (additional fees apply on top of shipment charges)
Last Mile Delivery	Toy Souk will manage last mile delivery as per applicable shipment fees. Toy Souk with its last mile delivery partner will pickup delivery from seller specified location and deliver to the customer directly. Shipment must be delivery ready at the time of pickup.

2. Shipping Requirements

- **Dispatch Time**: **Within 48 hours** of order confirmation.
- Ensure product is **shipment ready at the time of shipment pickup**.
- **Shipping Threshold**: If the order value after discount is less than AED 100, then customer will pay the shipment charges, no charges to the Seller. If the order value is greater than AED 100/- then seller will pay shipment charges.
- **Returned Orders:** Shipment charges paid by the Seller for a delivered order are not refunded if the Customer later returns the order. For change-of-mind returns, the return pickup is charged to the Customer as per Toy Souk's published Returns policy, not to the Seller.

3. Last-Mile Delivery

- **Delivery Zones**: UAE-wide (mainland & free zones).
- **Delivery Timeframe**: 1–3 business days.

4. Penalties

- **Late Shipment**: **AED 25 per delayed order** after orders made ready after 48 hours.
- **Shipment Not Ready: AED 25 penalty** per order if shipment is not ready as per the standard shipment packaging.

Attached

- **Last Mile Delivery Charges**
- **Toy Souk Fulfillment Charges**

APPENDIX B: FULFILLMENT & SHIPPING POLICY (CONTD.)

Toy Souk Last Mile Delivery Charges for Sellers

Weight, KG	Serviced Areas (AED)	Out of Delivery Areas (AED)
Up to 5	15	30
5.01 – 10	26	40
10.01 – 15	36	50
15.01 – 20	46	60
20.01 – 25	56	70
25.01 – 30	66	80
Each extra kg above 30	+2.5 per kg	+2.5 per kg

***Rates effective 16 November 2026, subject to change with 15 days' notice (Section 2.3). Charged on the chargeable weight of each shipment: the higher of actual weight and volumetric weight (L x W x H in cm ÷ 5,000). Weights are rounded up to the next band.**

For List of Serviced Areas and Out of Delivery Areas please contact info@toysouk.com

APPENDIX B: FULFILLMENT & SHIPPING POLICY (CONTD.)

Fulfilled by Toy Souk Charges for Sellers

	Currency	AED		
NO	**ITEMS DESCRIPTION**	**Price**	**UOM**	**REMARKS**
A	**Storage Charges**	**Temperature Controlled (+18c to +24c)**		
	Storage - Small and Medium (Binnable)	**AED 1.80**	Per Bin Per Day or part thereof	- Subjected to necessary approvals - Free Zone facility - Storage of general cargo (non chemical) - Maximum bin size 55 × 40 × 57 cm (0.12 cbm per bin) -Maximum 3 SKU per bin location - Bin usage calculation based on number of SKUs and products dimensions
	Storage - Rackable (Shelf Location)	**AED 2.40**	Per Rack Per Day or part thereof	- Subjected to necessary approvals - Bonded warehouse - Cargo is non DG / non pharma --Shelve size 128 × 55 × 57 cms (0.40 cbm per shelf)
	Storage - Bulk (Pallet Storage)	**AED 2.40**	Per CBM Per day	- Subjected to necessary approvals - Each location is 1.6cbm (total number of locations x 1.6cbm) - Freezone facility - Cargo is non DG/ non pharma - Maximum weight 900 kg per cargo
B	**Handling Charges**			
Handling In (Includes any new inbound stock + Returned orders by customers)				
	Item receiving	**AED 0.60**	Per piece	-SKU Barcode label at receiving 'Piece is defined as selling UOM on the website / picking level
Handling Out- Pick and Pack				
	Small Item (40cm x 30cm x 30cm) - Fulfillment Charges	**AED 3.60**	Per Order	- Excluded packaging material - Packaging material provided by client **- Maximum 3 items per order** - Maximum units size (40cm x 30cm x 30cm)

		AED 1.50	Per item	Additional item per order

C	**Other Charges**			
	Management Fees	**AED 400.00**	Per Month	- Monthly Fees
	Removal of Inventory	AED 15.00	Per KG	- Applies to inventory that needs to be called back
D	**Value Added Services**			
	SKU Labelling (during Inbound)	AED 1.20	per label	- Labels to be charged at actuals. This is estimate and actual charges To be confirmed based on actual scope
	SKU Creation	AED 3.00	per SKU	-Only SKU creation
	Palletization & Stretch Wrapping Charges	AED 12.00	per pallet	-Pallets not included For Pallets additional charges of AED 25 per pallet
	Moving stocks from bins to pallets	AED 0.60	per piece	
	Packing Materials (plain Boxes)	At Actuals+10% management fee	per unit	-To be confirmed based on actual requirement and packing material specification
	Inventory count charge (per piece)	AED 0.30	per piece	
	Stock Pull Out	AED 3.60	per carton	
	Dimensioning and weighing (during the Inbound)	AED 0.90	per carton	
	Product Photography(during Inbound)	AED 12.00	per SKU	

Rates are subject to VAT legislation of the UAE (Executive Regulations of the Federal Decree-Law No (8) of 2017 on VAT)

***All other contract terms and conditions, will be subject to Standard Terms & Conditions and subject to change**

APPENDIX C: RETURN & REFUND POLICY

1. Return Eligibility

Reason	Refundable?	Return Shipping Cost
Defective/Damaged Item	Yes	Covered by Seller
Wrong Item Sent	Yes	Covered by Seller
Customer Changed Mind	Yes	Customer pays the return collection fee in Toy Souk's published Returns policy, deducted from the refund. Product must be unopened and in sellable condition.

2. Process

1. Customer requests return via Platform within **14 days**.
2. Toy Souk approves/denies based on policy.
3. Seller must accept returns within **3 days** of approval.
4. Refund issued after Product inspection.

3. Refund Timeline

- **Customer Refund**: 3–5 business days.
- **Seller Deduction**: Immediate debit from Seller balance.

APPENDIX D: PROHIBITED PRODUCTS LIST

1. General Restrictions

Sellers **must not** list:

- **Counterfeit or replica toys** (no imitation brands).
- **Used or refurbished items** (unless explicitly approved).
- **Expired or recalled products**.
- **Hazardous materials** (e.g., flammable, sharp-edged toys).

2. UAE-Specific Bans

- **Non-ESMA certified electronic toys** (requires Emirates Authority for Standardization approval).
- **Religious or culturally insensitive items**.
- **War-themed toys promoting violence**.

3. Intellectual Property (IP) Violations

- **No unauthorized Branded - Disney/Marvel merchandise** (requires distributor proof).
- **No custom-branded items** without trademark clearance.

APPENDIX E: SELLER PERFORMANCE METRICS

1. Key Metrics

Metric	Minimum Requirement	Penalty for Non-Compliance
Order Defect Rate	<2%	Suspension if >5% for 2 consecutive months.
Cancellation Rate	<1%	AED 100 per cancellation beyond threshold.
On-Time Shipment	>95%	5% commission increase if below 90%.
Customer Rating	>4.0/5 stars	Warning if <3.5; delisting if <3.0.