

## ORIGIN WEAR

# Brand Partner Agreement

Version 2.0 · Effective date: [DD Month 2026]

This Brand Partner Agreement (“Agreement”) is entered into between **Origin Wear W.L.L.**, a company duly incorporated and existing under the laws of the **State of Qatar**, with its registered office in **Doha, State of Qatar** (“Origin Wear”), and the legal entity or individual registering a Brand Account on the Platform (“Brand”). Origin Wear and the Brand are each a “Party” and together the “Parties”.

By registering a Brand Account, electronically accepting this Agreement, or listing any Product on the Platform, the Brand confirms that it has read, understood and agreed to be legally bound by this Agreement.

## 1. Definitions

- **“Platform”** — the Origin Wear website, applications and related services.
- **“Brand Account”** — the account the Brand registers to access the Platform and list Products.
- **“Product”** — any item the Brand lists, offers or sells through the Platform.
- **“Customer”** — an end user who buys or seeks to buy a Product through the Platform.
- **“Order”** — a Customer’s purchase of a Product.
- **“Brand Content”** — the Brand’s trademarks, logos, names, images, media, descriptions and other materials provided to or used on the Platform.
- **“Commission”** — the single all-inclusive 10% commission described in Section 7.
- **“Applicable Law”** — all laws, regulations and binding codes applicable to a Party, a Product or a transaction in any relevant jurisdiction.
- **“Platform Policies”** — Origin Wear’s published policies (including listing, prohibited products, shipping, returns, privacy and acceptable-use), as updated from time to time and incorporated by reference.
- **“Confidential Information”** — non-public information disclosed by one Party to the other in connection with this Agreement.

## 2. Eligibility & Account Registration

2.1 The Brand must be a legally registered business, or an individual of the age of majority, with full power and authority to enter this Agreement.

2.2 The Brand shall provide accurate, complete and current registration information (including legal name, ownership, business address, tax identifiers and payout details) and keep it up to date.

2.3 Origin Wear may verify the Brand’s identity, business and right to sell the Products, and may request supporting documents at any time.

2.4 The Brand is responsible for all activity under its Brand Account and for keeping its credentials secure, and shall notify Origin Wear immediately of any unauthorised use.

2.5 Origin Wear reserves the absolute right, at its sole discretion and without liability, to refuse, reject, suspend or terminate any Brand Account, whether before or after registration, without being required to provide any reason.

### **3. Platform Services**

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3.1 Origin Wear operates solely as an independent online marketplace facilitating transactions between Brands and Customers. Origin Wear is not the manufacturer, distributor, importer, exporter or reseller of any Products unless expressly agreed in writing.

3.2 Unless expressly agreed otherwise in writing, the contract of sale for each Product is between the Brand and the Customer, and the Brand is the seller of record.

3.3 Origin Wear may provide tools for listings, payment facilitation, marketing and analytics, and may add, change or remove features at any time.

3.4 Nothing contained in this Agreement shall create any partnership, agency, employment, franchise, fiduciary relationship or joint venture between the Parties.

### **4. Brand Obligations & Warranties**

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The Brand represents, warrants and undertakes, on a continuing basis, that:

4.1 it owns, or is validly licensed or authorised to sell, all Products and to use all Brand Content, and its listings do not infringe any third-party rights;

4.2 all Products are genuine and authentic, and not counterfeit, replica, stolen or unlawfully obtained;

4.3 all information it provides is accurate, complete and not misleading;

4.4 the Brand warrants that all Products comply with all applicable laws in every jurisdiction where Products are offered or shipped;

4.5 the Brand shall be solely responsible for all claims relating to product defects, injuries, recalls, safety issues, regulatory investigations and consumer complaints;

4.6 it holds all licences, registrations and permits required for its business and Products; and

4.7 it complies with all applicable export-control, sanctions and anti-bribery laws, and neither the Brand, its owners, nor its Products are subject to any sanction or embargo.

### **5. Product Listings & Compliance**

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5.1 The Brand is responsible for the accuracy and lawfulness of every listing, including price, currency, taxes shown, availability, country of origin and shipping terms.

5.2 Products must comply with all applicable product-safety, labelling and marketing laws (including, where relevant, the EU General Product Safety Regulation, REACH and textile-labelling rules, and CE/UKCA marking) and must not be illegal, unsafe, recalled, counterfeit or restricted in the destination market. The Brand shall provide compliance documentation on request.

5.3 The Brand shall keep inventory and availability accurate and promptly update or remove non-compliant listings.

5.4 Origin Wear may edit, suspend, remove or refuse any listing at any time without prior notice whenever it believes such listing may expose the Platform to legal, commercial or reputational risk.

## 6. Orders, Shipping & Returns

6.1 Unless a fulfilment service is agreed in writing, the Brand is responsible for fulfilling Orders, including packing, dispatch, tracking, customs documentation and delivery within the times stated in its listings and the Shipping Policy.

6.2 Time shall be of the essence.

6.3 Repeated delays, cancellations or poor service levels shall constitute a material breach of this Agreement.

6.4 The Brand shall honour all mandatory consumer-protection, cancellation/withdrawal and warranty rights in each market where it sells, and shall operate a returns and refunds policy no less favourable to Customers than Origin Wear's published Returns Policy.

6.5 Risk and title pass to the Customer as required by Applicable Law in the destination market.

## 7. Fees, Payments & Taxes

7.1 **All-inclusive Commission.** Origin Wear charges a single flat commission of **10% of the gross sale price (excluding taxes) of each completed Order** (the "Commission"). The Commission is the **only** charge Origin Wear makes: there are no listing, subscription, registration, transaction, payment-processing or other fees. The 10% covers all marketplace, listing, promotion and payment-processing services.

7.2 Origin Wear shall deduct its Commission before remitting any payment to the Brand.

7.3 Origin Wear (or its payment provider) collects Customer payments and remits the Brand's share — net of the Commission, refunds, chargebacks and any taxes required to be withheld — to the Brand's verified payout account on a rolling 14-day basis.

7.4 Origin Wear may withhold, delay, offset or permanently retain any payment reasonably required to cover refunds, chargebacks, penalties, disputes, legal claims, fraud investigations or any actual or anticipated liability of the Brand.

7.5 Origin Wear may exercise its right of legal set-off against any amount owed by the Brand without prior notice.

7.6 **Taxes.** The Brand is responsible for determining, collecting, reporting and remitting all taxes (including VAT, GST and sales taxes) arising from its sales, except where a marketplace-facilitator or deemed-supplier rule legally requires Origin Wear to collect and remit, in which case the Brand shall cooperate. Each Party bears its own income and corporate taxes.

7.7 Origin Wear may change the Commission on 30 days' notice; if the Brand continues to list Products after the change takes effect, it accepts the new rate.

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## 8. Intellectual Property

8.1 The Brand retains ownership of its Brand Content and grants Origin Wear a non-exclusive, worldwide, royalty-free, sub-licensable licence to host, use, reproduce, adapt (for formatting), publish and display the Brand Content to operate, market and promote the Platform and the Products.

8.2 All Platform software, source code, databases, algorithms, analytics, customer data, business methods, designs, trademarks, trade dress, know-how and intellectual property rights shall remain the exclusive property of Origin Wear.

8.3 Nothing in this Agreement transfers any ownership rights to the Brand.

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## 9. Confidentiality & Data Protection

9.1 Each Party shall keep the other's Confidential Information confidential and use it only to perform this Agreement, except where disclosure is required by law or to professional advisers under confidentiality.

9.2 Confidentiality obligations shall survive termination of this Agreement for a period of five (5) years.

9.3 Each Party shall comply with all applicable data-protection laws (including, where relevant, the EU GDPR, the UK GDPR and other applicable regimes) and any Data Processing Addendum. The Brand shall use Customer personal data only to fulfil Orders and meet legal obligations, keep it secure, and not use it for unsolicited marketing or any incompatible purpose.

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## 10. Non-Circumvention

10.1 During the term of this Agreement and for twenty-four (24) months following its termination, the Brand shall not directly or indirectly solicit, contact, market to or transact with any Customer first introduced through the Platform outside the Platform.

10.2 Any breach of this clause shall entitle Origin Wear to claim damages, injunctive relief and all available legal remedies.

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## 11. Indemnity & Limitation of Liability

11.1 **Indemnity.** The Brand shall fully defend, indemnify and hold harmless Origin Wear, its shareholders, directors, officers, employees, affiliates and contractors against all claims, damages, judgments, fines, penalties, investigations, legal proceedings, settlements, costs and legal fees arising directly or indirectly from the Brand, its Products or its breach of this Agreement.

11.2 To the fullest extent permitted by applicable law, Origin Wear shall not be liable for any indirect, incidental, consequential, exemplary or punitive damages, including loss of profits, goodwill, reputation, anticipated savings, business interruption or loss of data.

11.3 Origin Wear's total aggregate liability shall never exceed the total Commission actually received by Origin Wear during the twelve (12) months preceding the relevant claim.

11.4 Nothing in this Agreement excludes or limits any liability that cannot be excluded or limited under Applicable Law.

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## 12. Audit Rights

12.1 Origin Wear may, upon reasonable notice, inspect and audit the Brand's records, inventory, licences, certifications and compliance documents to verify compliance with this Agreement.

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## 13. Suspension & Termination

13.1 Origin Wear may immediately suspend any Brand Account whenever it reasonably believes continued operation may expose the Platform to legal, financial, regulatory or reputational risk.

13.2 The Brand may terminate by closing its Brand Account once all open Orders and obligations are settled. Origin Wear may terminate for cause immediately, or for convenience on 30 days' notice.

13.3 Termination shall not affect any accrued rights, payment obligations or surviving provisions.

13.4 On termination, outstanding Orders must be fulfilled or refunded, and the provisions that by their nature survive (including Sections 8, 9, 10, 11, 12 and 14) shall continue in effect.

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## 14. Force Majeure

14.1 Neither Party shall be liable for any delay or failure to perform caused by events beyond its reasonable control, including cyber attacks, internet failure, government restrictions, war, epidemics, port closures, sanctions and natural disasters.

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## 15. Governing Law & General Provisions

15.1 **Governing Law and Exclusive Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Qatar. The Parties irrevocably agree that the competent courts of Doha, State of Qatar, shall have exclusive jurisdiction over any dispute, claim or proceeding arising out of or in connection with this Agreement, including its interpretation, performance, validity, breach or termination. Each Party irrevocably waives any objection based on venue, forum non conveniens or any similar principle and agrees not to commence proceedings before any court other than the courts of Doha, State of Qatar.

15.2 **Assignment.** The Brand may not assign this Agreement without Origin Wear's prior written consent; Origin Wear may assign to an affiliate or successor.

15.3 **Notices.** Origin Wear may give notice by email or in-account; the Brand shall give notice to [legal@originwear.online](mailto:legal@originwear.online).

15.4 **Severability.** If any provision is held unenforceable, the remainder of this Agreement remains in full force and effect.

15.5 **Waiver.** Failure to enforce any provision is not a waiver of it.

15.6 **Entire Agreement.** This Agreement and the Platform Policies constitute the entire agreement between the Parties and supersede all prior discussions.

15.7 **Amendments.** Origin Wear may update this Agreement or the Platform Policies; material changes will be notified, and continued use after the effective date constitutes acceptance.

15.8 **Language.** If this Agreement is translated, the English version prevails to the extent permitted by law.

## 16. How You Accept This Agreement

16.1 This Agreement is accepted **electronically**. By ticking the acceptance box or clicking “I Accept” when registering a Brand Account or listing a Product, the Brand confirms it has read, understood and agreed to be bound by this Agreement and the Platform Policies, and that the individual accepting has authority to bind the Brand.

16.2 Electronic acceptance has the same legal effect as a handwritten signature. Origin Wear records the date, time and version of the Agreement accepted as evidence of the Brand’s agreement, so no separate signed paperwork is required.

### **Clicking “I Accept” means you agree to this Brand Partner Agreement (Version 2.0).**

Your acceptance is captured electronically with the date, time and version shown above — no signature or paperwork needed.

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