

Master Shipping Services & Platform Partnership Agreement

For more information about the agreement, you can download the PDF file

Agreement Package

Document Structure

- 1. Part I: Master agreement between _____ and _____
- 2. Schedule 1: Direct Merchant Accession and Shipping Services Undertaking.
- 3. Schedule 2: Dashboard Commercial Terms and Additional Adjustments Policy.
- 4. Schedule 3: Claims, Declared Value and Optional Insurance Rules.
- 5. Schedule 4: Data Processing and Security Schedule.

FIRST PARTY - SERVICE PROVIDER (Shohna24)
Legal name
[FULL LEGAL NAME] [LEGAL FORM]
Jurisdiction
Licence/registration no.
Registered address
Represented by _____ as _____ (the "Provider")

SECOND PARTY - CONTRACTING PARTY (Merchant)
Legal name
[FULL LEGAL NAME] [LEGAL FORM]
Jurisdiction
Licence/registration no.
Registered address

Represented by

_____ as _____ (the "Partner")

Part I — Master Agreement

1. Definitions

Carrier means the licensed carrier selected for a shipment. Dashboard means the authenticated interface showing shipment-specific commercial and operational terms. Dashboard Commercial Terms means the time-stamped charges, applicable VAT treatment, services, countries, carrier rules, prohibited/restricted goods, weight method and claim deadline displayed and accepted for a shipment. Merchant means a business onboarded by that has separately accepted Schedule 1. Service Credit means the single-purpose, nontransferable prepayment ledger described in Clause 7. Carrier Terms means the Carrier's current mandatory and contractual conditions applying to a shipment.

2. Appointment & Operating Model

appoints as its exclusive technology-enabled shipping aggregator and coordinator for supported services, countries and Carriers displayed in the Dashboard. may contract with and route shipments through licensed Carriers. Unless the Dashboard expressly states otherwise and holds the required licence, is not the physical carrier, freight forwarder, customs broker, insurer, bank or payment service provider. shall not represent otherwise. Actual carriage, customs handling and delivery are performed by the selected licensed Carrier or authorised provider under its applicable terms.

3. Licences, Authority & Go-Live Condition

Each Party warrants throughout the term that its legal name, licence, authorised activities, corporate authority and Carrier or subcontractor arrangements cover the services it actually performs. No service shall go live until completes the Schedule 5 internal licence, Carrier, COD and payment-flow review. A contract cannot cure an unlicensed activity. Each Party shall promptly disclose a licence restriction, suspension or regulatory inquiry affecting performance. may pause any activity pending confirmation, approval or use of a licensed third-party provider.

4. Merchant Onboarding & Direct Accession

shall not activate or submit shipments for a Merchant until: (a) current KYC and authority are verified; (b) the Merchant separately accepts Schedule 1 directly with using the approved electronic process; (c) the exact accepted version and Dashboard Commercial Terms are recorded; and (d) required risk approval is obtained. shall retain and provide the complete audit record. No wording in this master agreement alone imposes a direct payment obligation on a non-signing Merchant. remains the primary debtor under Clause 6 regardless

of Merchant acceptance or collection.

5. Dashboard Commercial Terms

Shipping/service charges and any applicable VAT treatment are only as displayed in the Dashboard for the relevant account and shipment; no fixed amount or rate is stated in this Agreement. Before label creation, the Dashboard shall show the applicable service, Carrier, charge basis, charge, VAT treatment if applicable, dimensional-weight rule and material restrictions. Acceptance creates a time-stamped record. Changes apply prospectively after notice and recorded acceptance; they do not change a completed booking except for permitted post-shipment adjustments under Clause 6. This signed Agreement prevails over conflicting website or Dashboard text, subject to mandatory law and Carrier Terms.

6. Primary Debt, Additional Adjustments & Recovery

is the primary and independent debtor to for every shipment and account amount, whether or not collected from a Merchant or customer. Subject to Schedule 1, and the accepting Merchant are jointly and severally liable for shipments submitted through that Merchant's credentials, to the extent permitted by law. Additional adjustments may include reweighing or remeasurement, dimensional weight, remote area, address correction, storage, customs/clearance handling, failed delivery, return, abandonment or lawful disposal, prohibited or restricted goods, noncompliant packaging, inaccurate data, and later Carrier or authority assessments. may issue a supplementary invoice and debit Service Credit or set off COD after delivery, return, invoice closure or account termination. Each adjustment must identify the shipment and be supported by Dashboard, scan, weight, Carrier or authority evidence. s Dashboard commercial charge applies, not merely the Carrier's underlying cost.

7. Service Credit - Not A General Wallet

The default payment method is prepaid Service Credit unless approves written credit. Service Credit is a single-purpose bookkeeping balance usable only for coordinated services; it is non-transferable, cannot be used for person-to-person payments or third-party purchases, earns no interest, and is not marketed as money, a deposit or a general payment account. Refund or final reconciliation, if any, follows the Dashboard and mandatory law. If any feature requires regulatory approval or a licensed payment provider, that feature shall not operate until approval is confirmed or the licensed provider is used. may suspend labels, pickup and services for insufficient balance, exceeded credit or overdue sums.

8. COD Collection & Remittance

Unless the Dashboard identifies another lawful arrangement, the selected Carrier collects COD and remits cleared funds through the agreed settlement chain; only coordinates reconciliation and onward remittance as agent and not as a deposit-taking institution. The estimated 48-72 Business Hours (2-3 Business Days) starts only after receives cleared, reconciled funds and complete shipment records, not on delivery. may deduct authorised

charges, returns, shortages, counterfeit or invalid currency, chargebacks, disputes, compliance holds and set-off amounts. shall maintain one verified bank account and promptly report changes. On closure, may retain a reasonable documented reserve for pending returns, claims or later adjustments and shall issue a final reconciliation. Regulatory approval or a licensed payment provider shall be used where required.

9. Shipment Data, Packaging & Prohibited Goods

shall ensure that each Merchant provides accurate sender, consignee, contents, quantity, value, origin, customs, COD, weight and dimensions and uses packaging suitable for the goods and Carrier. is fully accountable for shipments submitted through credentials it issues or controls. and the Merchant shall not tender prohibited, restricted, illegal, dangerous or contraband items and shall check the shipment-specific Dashboard and Carrier list before booking. They indemnify against resulting claims, fines, seizure, loss and reasonable costs except to the extent caused by s proven fraud, gross negligence or wilful misconduct. or the Carrier may inspect, reject, hold, return, abandon or lawfully dispose of a shipment.

10. Customs, Documents & Cross-Border Shipments

shall ensure the Merchant, sender and consignee timely provide every accurate invoice, identification, permit, certificate, licence, origin document, power of attorney and other document required for transport, export, import or clearance from the origin country to the destination country. The responsible account party bears all consequences of missing, late or inaccurate documents, including hold, storage, return, abandonment or lawful disposal and the related Dashboard adjustments. does not give customs, tax or classification advice and may rely on the data supplied. Customs and authority decisions are outside s control.

11. Claims, Declared Value & Optional Insurance

Claims follow Schedule 3 and the shipment-specific deadline displayed in the Dashboard or Carrier Terms. shall ensure Merchants are notified of the deadline and required evidence. Declared value is for customs and claim administration and is not insurance. Insurance or takaful applies only if separately offered in the Dashboard, selected and paid before pickup, and confirmed in writing. Without such cover, compensation is limited to the lowest of proven direct loss, the amount approved by the Carrier, and any mandatory legal limit. No exclusion or limit applies where prohibited by law, including liability that cannot be excluded for proven fraud, gross negligence or wilful misconduct. coordinates valid claims but does not guarantee acceptance or payment by the Carrier or insurer.

12. Data Protection & Security

The Parties shall comply with Schedule 4 and applicable UAE personal-data law. Each Party is an independent controller for its own onboarding, account, fraud-prevention, billing and legal purposes. Where processes data solely on documented instructions, acts as processor for that activity. Permitted recipients include Carriers, customs, authorities, insurers, banks

or licensed payment providers and approved technical subprocessors on a need-to-know basis. Each Party shall apply appropriate security, notify the other without undue delay of a material shared-data incident, support lawful data-subject requests, control cross-border transfers and retain or delete data according to law and the documented retention schedule.

13. Records, Invoices & Disputes

Dashboard shipment records, label data, scans, weights, measurements, tracking, POD, COD, Service Credit, Carrier assessments and invoices are business evidence subject to proven manifest error. shall submit a specific, evidenced invoice objection within one calendar month after the invoice date and pay all undisputed sums. Otherwise the invoice is final, except for proven manifest error or a later Carrier/authority adjustment. A supplementary invoice may be issued when receives a later supported adjustment, including after delivery or account closure. No contractual late-payment interest applies; may recover actual documented collection costs to the extent permitted by law.

14. Intellectual Property, Integration & Noncircumvention

Each Party retains its existing intellectual property and grants only the limited, non-transferable rights needed to perform this Agreement. shall follow s API, credential, label and security rules, shall not alter labels or misrepresent services, and shall immediately revoke departed or compromised users. During the term and for twelve months after, neither Party shall use the other's confidential introductions, commercial terms, integration or Merchant lists to bypass the other, excluding proven prior relationships and service, collection, compliance or legal communications reasonably required to perform or enforce this Agreement.

15. Compliance, Audit & Suspension

Each Party shall comply with applicable trade, customs, consumer, tax, anti-bribery, AML, sanctions, export-control, cybersecurity and data laws. shall risk-screen Merchants and cooperate with reasonable audits of onboarding, credentials, shipment records and acceptance logs. may immediately reject, freeze or suspend a Merchant, shipment or service for non-payment, fraud, misuse, safety, sanctions, unlawful goods, licence risk, data risk, Carrier/authority instruction or failure to provide documents or security. Service may resume after the risk and any reasonable security are resolved.

16. Term, Termination & Survival

This Agreement begins on the Effective Date for twelve months and renews for successive twelve-month terms unless either Party gives sixty days' written notice. may terminate immediately by written notice for fraud, unlawful or contraband goods, sanctions, insolvency, unlicensed activity, payment/COD misuse, material data or security risk, or repeated failure by or a Merchant to comply with this Agreement, Schedule 1, Dashboard Commercial Terms, Carrier Terms or law. Other material breach may be terminated if

uncured within ten Business Days after notice. Accrued payment, indemnity, confidentiality, data, audit, claims, later adjustments, non-circumvention and dispute provisions survive, with an orderly final reconciliation.

17. Law, Notices, Electronic Execution & General

UAE federal law and the laws applicable in the Emirate of Dubai govern; Dubai Courts have exclusive jurisdiction, subject to mandatory jurisdiction rules. Notices go to the designated contacts on page 1. This Agreement and each Merchant Accession may be executed electronically and in counterparts. The acceptance system shall retain identity and authority evidence, the exact accepted version, date/time, email or mobile verification, OTP where used, device/IP data where lawful, and a tamper-evident audit trail. This Agreement and its Schedules are the entire agreement. Amendments require authorised written or recorded electronic acceptance. Severability, no waiver, independent contractors and force majeure apply. Arabic prevails to the extent permitted by law.

Schedule 1 — Merchant Accession

This Schedule is a separate direct contract between and the Merchant. facilitates onboarding and remains liable under the Master Agreement. Each Merchant must accept its own completed copy before shipping.

1. Direct Accession

The Merchant applies to use shipping services coordinated by through the account and directly agrees with to this Schedule, the applicable provisions of the Master Agreement, the Dashboard Commercial Terms and Carrier Terms. This direct acceptance creates the Merchant's obligations from the acceptance time. is not authorised to accept this Schedule on the Merchant's behalf unless a valid written power of attorney is verified and retained.

2. KYC, Authority & Account Security

The Merchant warrants that its legal, licence, beneficial-owner, authorised-person, bank and contact information is complete and current; it shall provide requested evidence and report changes promptly. The signatory confirms authority to bind the Merchant but gives no personal guarantee unless separately signed. The Merchant controls all users, API keys and credentials and is responsible for shipments submitted through them until access is revoked and is notified.

3. Payment Liability & Set-Off

The Merchant is directly liable to for every shipment and adjustment submitted through its Merchant ID. To the extent permitted by law, the Merchant and are jointly and severally liable; payment by one discharges the other only to the extent paid and no amount is

recovered twice. The Merchant authorises to debit Service Credit, issue supplementary invoices and set off amounts against COD due for that Merchant. Shipping/service charges and any applicable VAT treatment are only as displayed in the Dashboard; no fixed amount or rate is stated here.

4. Data, Goods, Packaging & Weight

The Merchant warrants accurate shipment data, lawful goods, correct customs description/value, and Carrier-compliant packaging. It shall not tender prohibited, restricted, dangerous, illegal or contraband goods. Any difference between declared and actual or volumetric weight or dimensions is the Merchant's responsibility. The Merchant shall pay all resulting Dashboard adjustments, including reweighing, remote area, address correction, storage, customs handling, failed delivery, return, disposal, non-compliant packaging and later Carrier assessments.

5. Documents, Customs & Returns

The Merchant shall timely provide and cause the sender or consignee to provide all documents needed from origin to destination. Missing, late or inaccurate documents may cause hold, storage, return, abandonment or lawful disposal. The Merchant bears all resulting Dashboard adjustments and return consequences. may rely on supplied data and does not provide customs, tax or classification advice.

6. Claims & Insurance

The Merchant must submit a complete claim within the shipment-specific Dashboard or Carrier deadline with proof of value, photos, original packaging and all required evidence. Declared value is not insurance. Optional insurance/takaful applies only if offered, selected, paid and confirmed before pickup. Without it, compensation is limited as stated in Schedule 3 and mandatory law.

7. COD & Verified Bank Account

The Merchant authorises the lawful COD collection and settlement flow shown in the Dashboard. The estimated 48-72 Business Hours starts only after receives cleared and reconciled funds and complete records. Deductions may be made for authorised charges, returns, shortages, counterfeit or invalid currency, disputes, chargebacks, compliance holds and set-off. Remittance is only to the Merchant's verified bank account below; changes require renewed verification. Final reconciliation follows account closure, subject to a reasonable documented reserve for pending items.

8. Data & Communications

The Merchant authorises processing and necessary disclosure of sender, consignee, identity, customs, payment and shipment data for booking, carriage, tracking, delivery, COD, claims,

fraud prevention, security and legal compliance, subject to Schedule 4 and applicable law. The Merchant confirms it has a lawful basis to provide the data and will give required notices to senders and consignees. It shall keep contact information current and monitor operational notices.

9. Records, Invoices & Objections

Dashboard, scan, weight, tracking, POD, COD, Carrier and invoice records are business evidence subject to proven manifest error. The Merchant shall object to an invoice or supplementary invoice with specific evidence within one calendar month of its date and pay undisputed sums. Otherwise it is final, except for proven manifest error or later supported Carrier/authority adjustment. No contractual late-payment interest applies.

10. Suspension & Termination

may immediately reject, hold, suspend or terminate the Merchant's access for non-payment, fraud, misuse, safety, sanctions, unlawful goods, licence, data or security risk, Carrier/authority instruction, missing documents or repeated breach. The Merchant may stop future use by written notice, but shipment completion, accrued payment, claims, returns, later adjustments, data, confidentiality, indemnity and dispute obligations survive.

11. Law, Electronic Acceptance & Audit Trail

UAE federal law and laws applicable in Dubai govern; Dubai Courts have exclusive jurisdiction subject to mandatory rules. Electronic acceptance is valid only if the system records the Merchant's legal identity, signatory authority, exact Schedule and Dashboard version, date/time, verified email/mobile, OTP where used, and a tamper-evident audit trail. The Merchant may download or receive the accepted copy. Arabic prevails to the extent permitted by law.

12. Entire Direct Agreement

This Schedule, the incorporated operational Schedules, the applicable provisions of the Master Agreement and the accepted Dashboard Commercial Terms form the entire direct shipping-services agreement between and the Merchant. A material amendment requires written or recorded electronic acceptance and applies prospectively. No personal guarantee arises from a company officer's signature unless separately and expressly signed.

Verified Merchant bank account (IBAN)

Account name

Schedule 2 — Dashboard Terms & Adjustments

Displayed before booking

service, Carrier, origin/destination, charge basis, shipping/service charge, applicable VAT treatment, dimensional-weight rule, COD option, material restrictions and claim deadline.

Evidence

retain the authenticated account, shipment ID, accepted version, date/time and a downloadable or reproducible snapshot. Material prospective changes require notice and recorded acceptance.

Post-shipment categories

actual/volumetric weight or dimensions, remote area, address correction, oversize, storage, customs/clearance handling, failed delivery, return, abandonment/disposal, prohibited/restricted goods, non-compliant packaging, inaccurate data, COD reconciliation and later Carrier/authority assessments.

Adjustment evidence

shipment reference plus Dashboard, scan, image, weight/dimension certificate, Carrier invoice or authority notice. A supplementary invoice may be raised after delivery, return, invoice closure or termination.

Recovery

debit Service Credit, set off against the relevant Merchant's COD, invoice and/or the directly accepting Merchant, without double recovery.

Schedule 3 — Claims & Insurance

Deadline

the shipment-specific deadline shown in the Dashboard or the selected Carrier's current policy. If they differ, the earlier mandatory deadline applies. Late or incomplete claims may be rejected where lawful.

Evidence

airway bill/shipment ID, commercial invoice and value proof, photos before and after opening, original internal/external packaging, damage or shortage description, serial numbers where relevant, and any Carrier form.

Declared value

not automatic insurance and does not guarantee compensation. It must be accurate and evidenced.

Optional insurance/takaful

applies only where the Dashboard offers it, the Merchant selects it before pickup, any displayed amount is paid, and written confirmation is issued. Policy terms and exclusions control.

Without cover

compensation is the lowest of proven direct loss, Carrier-approved amount and mandatory legal limit. Consequential, lost-profit and reputational losses are excluded where lawful. No exclusion applies to liability that cannot legally be excluded, including proven fraud, gross negligence or wilful misconduct.

Schedule 4 — Data Processing & Security

1. Roles & Instructions

Each Party is an independent controller for its own KYC, account, billing, fraud, legal and business purposes. For processing performed solely on documented instructions, acts as processor and shall process only for the agreed services, law or documented instructions. If instructions appear unlawful, may suspend the processing and notify

2. Data & Purposes

Data may include Merchant owners and users, sender/consignee names, addresses, contacts, IDs, signatures, bank/COD details, customs documents, shipment contents/value, tracking, POD, claims, device/IP and audit logs. Purposes are onboarding, booking, carriage, customs, delivery, COD, claims, support, reconciliation, fraud prevention, security, analytics necessary for service, and legal compliance. Data shall not be sold or used for unrelated marketing without a separate lawful basis.

3. Disclosure & Cross-Border Transfers

Necessary data may be disclosed to selected Carriers, customs and authorities, insurers, banks or licensed payment providers, hosting/support subprocessors and professional advisers under confidentiality and security duties. Cross-border transfers shall use a lawful transfer basis and safeguards required by applicable UAE law. and each Merchant shall provide legally required notices to senders and consignees before collection.

4. Security

Each Party shall maintain access control, least privilege, multi-factor authentication where appropriate, encryption in transit and at rest where proportionate, logging, vulnerability and patch management, backups, staff confidentiality, incident response and secure deletion. Credentials shall not be shared. Departed, compromised or unnecessary access shall be revoked promptly. Material security evidence shall be provided on reasonable request, subject to confidentiality and security restrictions.

5. Incidents

A Party discovering a material incident affecting shared data shall notify the other without undue delay after confirmation, provide known nature, affected data and subjects, likely consequences and mitigation, preserve evidence, and cooperate with lawful notifications. No notification admits liability. Public or regulator communications shall be coordinated where lawful and practical.

6. Data-Subject Requests

Each Party handles requests for data it controls and shall reasonably assist the other with access, correction, deletion, restriction, objection, portability or complaint requests where applicable. Identity shall be verified and the request logged. A Party shall not respond on the other's behalf unless authorised or legally required.

7. Retention, Return & Deletion

Data is retained only for active service and documented legal, customs, tax, claims, fraud, accounting and limitation periods. On termination or written instruction, processor-held data shall be returned or securely deleted unless law requires retention. Backups may remain until ordinary secure rotation, protected from active use. Each Party shall maintain a written retention schedule and deletion evidence.

8. Audit & Subprocessors

shall maintain a current list or categories of material subprocessors and provide reasonable notice of material changes. may object on documented data-protection grounds. Once yearly, or after a material incident, a Party may request proportionate evidence or an audit by an independent professional, without access to unrelated confidential or security-

sensitive information.