# TM DONE - SUBSCRIPTION AGREEMENT

This TM DONE Subscription Agreement ("**Agreement**") has been entered into this 14/07/2026 (the "**Effective Date**") by and between:

Urbanization For Development L.L.C., a company registered and existing under the laws of the Sultanate of Oman, holding commercial register no. 1354793 having its address at P.O Box 807, Postal Code 116, Bosher, Muscat, Sultanate of Oman (hereinafter referred to as "**TM DONE**"; and

(سماء السيب العالمية) **(CR:** 1140085**) (Address:** Al Seeb**)** (hereinafter referred to as "**Subscriber**")

The details of the "Subscriber" Commercial Registration:

Address: South Al Mabilah / Al Seeb / Muscat Governorate

Contact Person: ADIL AHMED RAHMIH AL BALUSHI

Contact Email: Mujahid2788738@gmail.com

Phone Number: +968 9762 6219

Vendor's Name: ~~Box~~ Burger BOX

VAT Registration Number: N/A

(TM DONE and Subscriber may be referred to hereinafter individually as a "**Party**" and collectively as "**Parties**").

Whereas TM DONE owns an application for ordering and delivering of food items and other products and owns the website www.tmdone.com.

Whereas the Subscriber agrees that TM DONE will receive and transmit customers' orders to the Subscriber and the delivery services may be provided by TM DONE fleet or procured by it through third party drivers and accept payment on behalf of the Subscriber through payment gateways (credit card, debit card, POS or online) or cash payments. Whereas the Subscriber is responsible to prepare and handle all orders in proper conditions, and to meet all legal requirements and health regulations.

TM DONE and the Subscriber have agreed to the terms set forth hereinafter, as follows:

## 1. FEES AND PAYMENT

The Subscriber shall pay to TM DONE the following for their services:

a. Fees

| **Registration Fees** (Paid by Subscriber upon execution of the agreement) | **Annual Renewal Fee** (To be paid yearly after 1 year from the start of the agreement with TM DONE) |
|---|---|
| 150.000 OMR + Vat 5% (Waived Off) | 150.000 OMR + 5% VAT |

**STAMP:**

سماء السيب العالمية
سلطنة عمان
س.ت: ١١٤٠٠٨٥
C.R. No: 1140085
P.O. Box : 0
Postal Code : 121
Sultanate of Oman
SAMA AL SEEB INTERNATIONAL

b. Service Commission:

| Commission Rate: | Start Date: | End Date: |
|---|---|---|
| 24% | 14/07/2026 | 14/07/2027 |

The Subscriber approves that their customers may use Debit/Credit Card Payments upon delivery or by using Online Payment Gateway and the Subscriber shall bear alone the bank charges of 2% of the total bill amount or any other bank charges that are applied by the banks for such services applicable for each order from the date of service.

c. The Net Amount from TM DONE shall be remitted to the below Subscriber's bank account:

| | |
|---|---|
| Beneficiary Name: | MD Sanbir |
| Account No: | **0212068629370017** |
| Bank Name: | Bank Muscat |
| Branch Name: | - |
| Swift Code: | BMUSOMRXXXX |
| Billing Email: | Mujahid2788738@gmail.com |

d. Any due to TM DONE shall be remitted to the following bank account:

| | |
|---|---|
| Beneficiary Name: | Urbanization for Development LLC |
| Account No: | 10470300883001 |
| Bank Name: | National Bank of Oman |
| Branch Name: | Azaiba |
| Swift Code: | NBOMOMRXXXX |
| Billing Email: | finance@tmdone.com |

## 2. COLLECTION OF MONEY

2.1 TM DONE shall be responsible for the collection of the money from the customers for all payment methods (card, cash or online) and undertakes to pay to the Subscriber the balance after deducting all dues by the end of the 1st week of the following month.

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## 3. VAT

3.1 VAT is payable by the Subscriber in respect of any services provided by TM DONE under or in connection with this Agreement, the consideration to be provided under this agreement for that supply is increased by an amount equal to that VAT exclusive consideration (or its VAT exclusive market value if applicable) multiplied by the rate of VAT applicable to that provided service.

3.2 The Parties agree that TM DONE shall receive a monthly commission (the "Service Commission") based on Net Sales made through the TM DONE Platform during that calendar month. The monthly Commission Net Sales shall be calculated in accordance to Service Commission agreed in the Subscription Agreement with no change.

3.3 TM DONE will promptly issue a Simplified Tax Invoice to the Subscriber in respect of the supply.

3.4 Whenever an adjustment event occurs in relation to any taxable services made under or in connection with this agreement, TM DONE must determine the net VAT in relation to the supply (taking into account any adjustment) and if the net VAT differs from the amount previously paid under clause 3.2 or otherwise included in any consideration expressed to be inclusive of VAT, the amount of the difference must be paid by, refunded to or credited to the Subscriber as applicable and TM DONE shall issue a Credit Note to the Subscriber.

3.5 Subscriber is requested to share their VAT registration details with TM DONE as soon as they become available. VAT will not be activated on your sales via TM DONE Platform until this has been provided.

3.6 Subscriber must understand that VAT on the sale of products and delivery provided by the Subscriber is the sole responsibility of the Subscriber.

3.7 VAT will be charged on TM DONE Platform on top of the Basket Value, unless specified otherwise by the Subscriber.

3.8 TM DONE will not be responsible if your restaurant/store does not comply with the above mentioned VAT clauses or for any other non-compliance that you are deemed liable for.

## 4. REASSEMENT OF FEES AND SERVICE COMMISSION

4.1 TM DONE shall have the right to reassess the business and negotiate the Service Commission and terms if the Subscriber's Cost Per Order increases and amend the Service Commission and terms subject to the Parties' agreement. The new Service Commission will be effective after signing an amendment to the Agreement.

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## 5. TERM AND RENEWAL

5.1 This Agreement shall be effective from the Effective Date and shall be valid for a period of Twelve (12) months thereafter, and shall be automatically renewed for the same terms and conditions unless either party gives a 30-day prior written notice to terminate this Agreement.

## 6. EQUIPMENT

6.1 The Subscriber shall, at its own expense, provide a suitable device which shall be programmed by TM DONE for use in connection with this Agreement (the "Tablet") and use of TM DONE's Vendor Application.

6.2 TM DONE shall provide Subscriber with a tablet which shall be programmed for use in connection with this Agreement (the "**Tablet**"). The Tablet shall be solely used for the purpose of receiving orders through TM DONE and the Subscriber shall bear the entire cost of the tablet at the time of signing the Agreement.

Current Branch Details:

| Branch Name | Working Hours | Used Tablet 65 OMR |
|---|---|---|
| Maabilah | 01:00 Pm – 03:00 Am | Tablet |
| South Maabilah | 01:00 Pm – 03:00 Am | Tablet |

6.3 TM DONE reserves the right to upgrade any software or hardware in the future periodically for a better and smoother transition and service. The Subscriber shall update the Tablet as required by TM DONE, at its own expense.

6.4 TM DONE shall provide the Subscriber with proper training and knowledge of operating the Vendor Application. In return, the Subscriber shall maintain the Tablet and Vendor Application and shall ensure that all orders are received and processed in a proper and timely manner.

6.5 In case of any damage to the Tablet, the Subscriber shall buy a replacement Tablet at the earliest to not impact operations.

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## 7. PHOTOGRAPHY

7.1 The Subscriber's menu item images shall be provided to TM DONE at the time of signing this Agreement.

7.2 In case the Subscriber does not have the menu item images, TM DONE shall offer the Subscriber photography services as per the below rates, and the Subscriber agrees to pay the below rates at the time of signing the Agreement and shall be responsible to prepare the menu items for the photography session.

☐ 50 OMR/ 3 Hours Session – Subscriber's branch location is inside Muscat & outside Muscat

## 8. PRICING

8.1 The Subscriber's menu prices are the sole responsibility of the Subscriber.

8.2 The Subscriber confirms that the menu prices provided and displayed on TM DONE platforms are approved by the relevant authorities.

8.3 TM DONE shall not bear any legal liability if the Subscriber's menu prices provided and displayed on TM DONE's platforms are not as per the approved list by the relevant authorities.

## 9. LIABILITY AND INDEMNITY

9.1 TM DONE shall not bear any legal liability in case of any dispute over ownership of Subscriber's trade name and other breach of proprietary information supplied to TM DONE.

9.2 Subscriber shall be responsible for the timely delivery of any ordered product to TM DONE' representative. The Subscriber shall be responsible for compliance of its products with quality, safety and health standards and all regulatory and legal requirements in force in the Sultanate of Oman.

9.3 Subscriber shall be responsible for and shall indemnify TM DONE for any claim made by any third party including, but not limited to, any customer, customer protection body or any other government authority in connection with the quality of the material, health standards compliance, legal and regulatory requirements or any other matter related to the products supplied by the Subscriber.

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## 10. CONFIDENTIALITY

10.1 "Confidential Information" shall mean any proprietary or confidential information, technical data, or know-how (including, but not limited to, inventions, trade secrets, formulae, algorithms, ideas, system/network architecture/configuration, designs, flow charts, drawings, processes, engineering and or marketing techniques), business and marketing plans or strategies, financial and operational data, information relating to research, products, software, services, internal procedures, pricing, finances, business opportunities and development, and all other non-public information, material or data relating to the current and /or future business and operations of the Disclosing Party disclosed by the Disclosing Party to Recipient either directly or indirectly in any form whatsoever. It shall not be Confidential Information, (i) any information that is lawfully in possession of a Party receiving from a third party without a confidentiality obligation, and (ii) any information that is or becomes in the public domain other than through the breach of this Agreement.

10.2 For the purpose of confidentiality and data protection, from the date hereof until the date that falls three years after the date of termination of this Agreement, each Party, for itself and its affiliates, agents, representatives, or employees undertakes not to, directly or indirectly, share any Confidential Information received from the other Party with any third party without the prior written consent of the Party disclosing the Confidential Information.

10.3 In the event of any breach of the confidentiality undertaking under this Clause, the non-breaching Party shall have the right to immediately terminate this Agreement at the responsibility of the breaching Party.

## 11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement shall be governed by and subject the laws of the Sultanate of Oman and TM DONE's terms and conditions available at the following link (https://tos.tmdone.com/).

By signing this letter of Agreement, the Subscriber confirms that it made itself familiar with and agrees to be bound by these terms and conditions.

11.2 Any dispute arising between the Parties in connection with this Agreement shall be solved amicably between the Parties within a period of thirty (30) days from the date of a dispute notice to be served in this respect by a Party. If such dispute is not amicably resolved with a period of thirty (30) days, then the despite may be referred to the competent courts of Oman.

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## 12. NOTICE

12.1 Any notice to be given hereunder shall be delivered to the party's address provided in this Agreement or to the email address.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their authorized representatives as of the date first above written.

| **On Behalf of TM DONE** | **On Behalf of the Subscriber** |
|---|---|
| Name: Al MAHDI JUMA AL AMRI | Name: ADIL AHMED RAHMIH AL BALUSHI |
| Date: 14/07/2026 | Date: 14/07/2026 |
| Signature & Stamp: | Signature & Stamp: |