

WEESHYR MARKETPLACE VENDOR PARTNERSHIP AGREEMENT

This Vendor Partnership Agreement ("Agreement") is made and entered into as of the day of accepting to create a password by the vendor for the weeshr marketplace vendor account between Weeshr App Limited a company duly incorporated under the laws of the Federal Republic of Nigeria and Vendor "Vendor" who clicks the checkbox when creating the weeshr marketplace vendor account.

Weeshr and Vendor are each a "Party" and together the "Parties".

1. BACKGROUND

Weeshr operates a digital gifting and e-commerce marketplace platform ("Platform") enabling users to discover, purchase and send goods and/or services from a curated network of approved vendors.

Vendor offers goods and/or services suitable for listing on the Platform and wishes to participate in accordance with the terms of this Agreement.

2. PURPOSE

This Agreement sets forth the rights, obligations, responsibilities and liabilities of the Parties in connection with Vendor's participation on the Platform and the sale of Vendor's goods and/or services to users via the Platform.

3. VENDOR OBLIGATIONS, Vendor shall:

- 3.1. Register and maintain true, complete, current and accurate business, operational, tax, banking and contact information; complete onboarding due diligence as requested by Weeshr.
- 3.2. Upload and maintain product/service listings that are accurate, complete, lawful, not misleading and include full material terms (pricing, availability, warranties, packaging, expiry/use-by).
- 3.3. Fulfil all orders placed via the Platform in a timely manner and in accordance with Service Levels; deliver goods/services directly and maintain high standards of customer service.
- 3.4. Bear the cost and responsibility for refunds, exchanges, returns and chargebacks arising from Vendor's goods/services.
- 3.5. Ensure all goods/services comply with applicable laws (including consumer protection, health/safety, labelling, import/export, tax and the Nigeria Data Protection Act ("NDPA")), and supply test certificates or licences on request.

- 3.6. Maintain accurate inventory and pricing, promptly notify Weeshr of changes or stock outs.
- 3.7. Not use the Platform's user data for marketing unless explicitly approved by Weeshr and in compliance with the NDPA.
- 3.8. Not subcontract any material fulfilment or manufacturing without Weeshr's prior written consent; remain liable for acts/omissions of any subcontractor.
- 3.9. Maintain in force adequate insurance (product liability, general liability, cargo/transport, professional indemnity as applicable) and provide evidence upon request.
- 3.10. Permit Weeshr or its authorised representative to audit Vendor's compliance with this Agreement, including inspection of goods, records and processes; Vendor shall keep full records for a minimum of seven (7) years.
- 3.11. Comply with all applicable anti-money laundering, counter-terrorism financing and proliferation financing laws and regulations, as set out in Clause 16 below.
- 3.12. Cooperate with Weeshr in any customer complaint, recall, regulatory investigation or corrective action, at Vendor's cost where breach or defect is attributable to Vendor.
- 3.13. The obligations in this Section 3 which by their nature survive termination (including warranties, data obligations, records, indemnity) shall survive such termination or expiry.

4. WEESHr OBLIGATIONS

- 4.1. Provide the Vendor with access to the Platform to list and manage its goods/services, subject to onboarding compliance.
- 4.2. Facilitate user discovery of Vendor's listings, process payments via the Platform's payment gateway and remit funds due to Vendor in accordance with Section 5.
- 4.3. Remit to Vendor the amounts collected from users for Vendor's goods/services less service fees, processing charges and any deductions under this Agreement. Default remittance is weekly unless otherwise agreed; special payout requests subject to verification and approval.
- 4.4. Provide user-transaction customer support relating to the Platform; Vendor remains responsible for fulfilment, delivery and post-sale service unless otherwise agreed.
- 4.5. Use reasonable efforts to promote the Platform and Vendor's listings through marketing and advertising; may use Vendor's name, logo, images and marketing materials for such purposes, subject to standards and Vendor's prior approval of major campaigns.
- 4.6. Reserve the right to suspend, de-list or refuse Vendor's listings where Vendor fails obligations, is subject to investigation or poses reputational, regulatory or safety risk.

5. PAYMENT TERMS

- 5.1. All user payments for Vendor's goods/services shall be processed via Weeshr's designated payment gateway.
- 5.2. Weeshr shall remit to Vendor an amount equal to user payments collected for the Vendor's goods/services, less service fees and third-party processing charges, within seven (7) business days after end of each weekly transaction cycle (unless otherwise agreed in writing).
- 5.3. Vendor may request a special payout in exceptional circumstances; such request is subject to verification by Weeshr and at Weeshr's discretion.
- 5.4. Weeshr shall have the right to withhold payment or offset amounts due to Vendor in the event of suspected fraud, chargeback, regulatory investigation, non-compliance or breach by Vendor.
- 5.5. Vendor shall provide Weeshr with accurate banking, tax and contact information and shall update such details promptly. Vendor is responsible for all taxes, duties or governmental charges arising from its participation.

6. INTELLECTUAL PROPERTY

- 6.1. Each Party retains all rights, title and interest in its respective trademarks, trade names, domain names, service marks, copyrights and other proprietary rights ("IP").
- 6.2. Vendor grants Weeshr a non-exclusive, royalty-free, worldwide licence to use Vendor's name, logo, product images, descriptions and marketing materials for display on the Platform, in marketing and promotional campaigns consistent with this Agreement.
- 6.3. Weeshr retains all rights to the Platform, its brand, design, source code, user data (subject to applicable data protection laws), interface, algorithms and other proprietary technology.
- 6.4. Nothing in this Agreement shall be construed to grant Vendor any ownership or licence in Weeshr's IP except as expressly permitted in writing.

7. VENDOR COMMISSION AND CHARGES

- 7.1. Vendor agree that commissions would be charged per sales by Weeshr. The commission percentage charged may vary from time to time solely dependent on Weeshr.
- 7.2. Vendor may enjoy certain period of free services without charges or commissions depending on Weeshr's decisions from time to time
- 7.3. Weeshr charges a service fee to the user and this may vary from time to time.

8. DATA PROTECTION & CONFIDENTIALITY

- 8.1. The Parties acknowledge that Weeshr acts as data controller of personal data of Platform users collected via the Platform, and Vendor may act as data processor or data controller (for its own customers) in relation to any personal data processed under this Agreement. Both Parties shall comply with the Nigeria Data Protection Act (“NDPA”) and all applicable data protection and privacy laws.
- 8.2. Vendor shall only use customer or user data provided via the Platform for the purpose of fulfilment, delivery or as authorised in writing by Weeshr; Vendor shall not use such data for unsolicited marketing unless explicitly approved and compliant with NDPA.
- 8.3. Each Party shall keep confidential all business, technical, operational, financial and other proprietary information (“Confidential Information”) received under this Agreement and shall not disclose the same to any third party without prior written consent of the disclosing Party, except to employees, agents or professional advisers who are bound by confidentiality obligations no less restrictive than those herein.
- 8.4. The confidentiality obligations in this Clause shall survive termination or expiry of this Agreement for five (5) years or longer if required by applicable law.
- 8.5. Each Party shall implement, maintain and document appropriate administrative, technical and physical security measures to safeguard personal data, user data and Confidential Information. Vendor shall notify Weeshr without undue delay (and in any event within seventy-two (72) hours) of any data breach, unauthorised access or security incident affecting user data processed under this Agreement.

9. TERM AND TERMINATION

- 9.1. This Agreement shall commence on the Effective Date and continue for an initial term of one (1) year, automatically renewing for successive one-year terms unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
- 9.2. Either Party may terminate this Agreement for any reason upon thirty (30) days’ written notice to the other Party.
- 9.3. Weeshr may terminate immediately by written notice if Vendor: (a) engages in fraud, dishonest acts or wilful misconduct; (b) repeatedly fails to fulfil obligations or breaches any material term of this Agreement and fails to remedy such breach within ten (10) business days of written notice; (c) is subject to regulatory investigation or enforcement action affecting its ability to perform; or (d) otherwise poses a material reputational, regulatory or operational risk to the Platform.
- 9.4. On termination or expiry:
 - 9.4.1. Vendor’s listings shall be removed from the Platform as soon as reasonably practicable;
 - 9.4.2. Weeshr shall remit any undisputed funds due to Vendor following set-offs for legitimate claims, refunds, returns or liabilities arising under this Agreement;

9.4.3. Each Party shall return or destroy (at the disclosing Party's option) the Confidential Information of the other;

9.4.4. Clauses which by their nature survive termination (including Sections 6, 7, 9, 10, 13, 14) shall continue in full force and effect.

10. LIABILITY AND INDEMNIFICATION

10.1. Vendor shall indemnify, defend and hold harmless Weeshr, its affiliates, successors, assigns, officers, directors, employees and agents (collectively "Indemnified Parties") from and against any and all claims, liabilities, losses, damages, costs, penalties and expenses (including reasonable legal fees) incurred by any Indemnified Party arising out of or in connection with:

- (a) Vendor's breach of this Agreement;
- (b) the sale, delivery or performance of Vendor's goods/services;
- (c) any violation by Vendor of applicable laws or third-party rights (including IP, consumer protection, data protection, AML/CFT/CPF);
- (d) misrepresentation, negligent act or omission, or willful misconduct of Vendor, its personnel or subcontractors; and
- (e) any data security incident or breach caused by Vendor's systems, procedures or personnel.

10.2. **Limitation of Weeshr's Liability.** Except in respect of gross negligence or willful misconduct by Weeshr, and to the fullest extent permitted by law:

- (a) Weeshr shall not be liable for any indirect, incidental, special, punitive or consequential damages (including loss of profits, revenue or goodwill) arising out of or in connection with this Agreement, the Platform or any transaction thereon;
- (b) Weeshr's total aggregate liability to Vendor arising out of or in connection with this Agreement shall not exceed the lesser of (i) the total service fees collected by Weeshr from Vendor in the three (3) months preceding the claim, or (ii) ~~N~~**[insert cap amount]** (the "Liability Cap").

10.3. **Offset and Withhold Rights.** Weeshr may offset, withhold or deduct any payments due to Vendor to cover any claim, liability or loss arising from Vendor's breach, fraud or non-compliance under this Agreement.

10.4. The indemnity, limitation and offset provisions of this Section 9 shall survive termination or expiry of this Agreement.

11. ANTI-MONEY LAUNDERING / CFT / CPF

11.1. Vendor shall at all times comply with all applicable laws, regulations and guidance concerning anti-money laundering (AML), counter-terrorism financing (CFT) and counter proliferation financing (CPF) (collectively “AML/CFT/CPF Laws”).

11.2. Vendor represents and warrants that:

11.2.1. neither Vendor nor any of its directors, officers, employees or beneficial owners is listed on or subject to any sanctions list or embargoed under any applicable law or regulation;

11.2.2. Vendor will implement and maintain appropriate policies, procedures, controls and systems to identify, assess, manage, monitor and report suspicious activity, transactions and beneficial ownership, consistent with best industry practice;

11.2.3. Vendor will maintain all records and documentation required under AML/CFT/CPF Laws and permit Weeshr or its authorised auditors to inspect such records on reasonable notice;

11.2.4. Vendor shall immediately notify Weeshr if it becomes aware of any actual or suspected breach of AML/CFT/CPF Laws, including involvement of funds derived from illegal or illicit activities.

11.2.5. Weeshr may suspend or terminate Vendor’s access to the Platform immediately if Vendor fails to comply with this Section 10, or if Weeshr reasonably suspects that Vendor is in breach of AML/CFT/CPF Laws. Section 10 shall survive termination of this Agreement.

12. DISPUTE RESOLUTION

12.1. The Parties shall first attempt to resolve any dispute arising under or in connection with this Agreement by negotiation in good faith for a period not to exceed forty-five (45) days from the notice of dispute.

12.2. If the dispute remains unresolved, either Party may submit the dispute to the courts of Lagos State, Nigeria.

12.3. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. Each Party submits to the exclusive jurisdiction of the courts of Lagos State for any action brought under or in connection with this Agreement.

13. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent and for so long as such failure or delay is caused by an event beyond its reasonable control, including but not limited to natural disasters, acts

of governmental authorities, cyber-attacks, pandemics or other events of “force majeure”

14. NON-SOLICITATION

During the term of this Agreement and for a period of twelve (12) months following its termination or expiry, neither Party shall, without the other Party’s prior written consent, directly or indirectly solicit, entice or employ any individual who was employed or engaged by the other Party and involved in the performance of this Agreement.

15. ENTIRE AGREEMENT; AMENDMENT

15.1. This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior negotiations, representations or agreements, whether written or oral.

15.2. Weeshr reserves the right to modify this agreement from time to time solely dependent on Weeshr’s business decisions.

16. NOTICES

All notices or communications required or permitted under this Agreement shall be in writing and agreed by checked boxes on the vendor acceptance page by the vendor when creating a password for the vendor’s account.

SCHEDULE A – Vendor Obligations Summary

- Register, verify and update full business, bank, tax, contact and KYC details.

- Upload and maintain accurate, lawful product/service listings (descriptions, pricing, availability, warranties).
- Fulfil orders on time, deliver properly, bear logistics/return costs and provide customer service.
- Ensure full compliance with laws/regulations (consumer protection, product safety, labelling, imports/exports, NDPA) and maintain all requisite licences/certificates.
- Maintain adequate insurance (product liability, general liability, cargo) and provide proof on request.
- Do not subcontract key activities without prior written approval; you remain liable for subcontractor performance.
- Maintain full records (orders, deliveries, refunds, returns, customer complaints) for minimum 7 years; allow audits by Weeshr.
- Do not use user data obtained via Platform for marketing unless authorised and compliant with NDPA.
- Comply with all AML/CFT/CPF laws: implement monitoring, due diligence, reporting processes; notify Weeshr of any breach immediately.
- Cooperate with Weeshr in handling complaints, recalls, investigations and corrective measures; costs for Vendor failures borne by Vendor.
- Service levels (delivery, fulfilment rate, returns rate) must meet agreed benchmarks; repeated failure may lead to suspension or delisting.