

PARTNERSHIP AGREEMENT FOR VENDORS

Vendor Agreement

Please read this Vendor Agreement carefully before using the everything-african.com and everythingafrican.co.uk websites (the “Vendor”) operated by LASCOM TECHNOLOGIES UK LTD. a company incorporated under the Companies Act, 2006, with registered office at 3A 34 – 35 Hatton Garden, London EC1N 8DX (“us”, “we”, or “our”).

Your access to and use of these websites is conditioned upon your acceptance of and compliance with these Vendor Agreement. These Terms apply to all as **“the Seller/Supplier”** (which expression shall where the context so admits include its Successors in title and Assigns) of the Second Part, visitors, users and others who wish to access or use the Service.

By accessing or signing up, you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the website.

1. **Whereas:**

a. The Vendor operates an e-commerce platform that comprises a website, inclusive of supporting logistics and payment infrastructure, for the sale and purchase of fresh produce, groceries and commodities.

b. The Seller/Supplier is a business owner who makes goods/products available on the portal for sales.

c. This Vendor Agreement shall apply to all the Sellers and suppliers on the marketplace, and the terms and conditions, and privacy policy and other policies, sheets, and guidelines, which may be amended from time to time shall form part of this Vendor Agreement.

d. This Vendor Agreement shall apply to all the Sellers and suppliers on the marketplace, and the terms and conditions, and privacy policy and other policies, sheets, and guidelines, which may be amended from time to time shall form part of this Vendor Agreement.

e. The parties have agreed to enter into this agreement and to be binding on each party.

f. The parties agree that where physical/ electronic signatures are used in this agreement, such input shall be considered as an original signature for all purposes.

g. The seller/suppliers agree to the Terms and Conditions, Privacy policy, and other policies and guidelines and terms of Vendor which form an integral part of the terms upon which Supplier shall use the marketplace.

2. Seller/ Supplier's Account

a. When a Business owner registers on the marketplace as a Seller/Supplier, an account or store will be created and the seller/supplier will have access to the seller/supplier's area on the marketplace. The account/store may go through an approval process before it is fully functional. Approval is solely at the discretion of the Vendor.

b. The Seller/Supplier shall be solely responsible for its store/account, products, and listings and agrees that it shall obtain the licenses and permits required to conduct its business and to sell products on the marketplace, and shall pay its taxes to the relevant authorities for all product sales, and in all relevant territories.

c. The Seller/Supplier shall inform the Vendor and obtain prior approval if it intends to open additional accounts/stores, and shall disclose all necessary information for such account/store and disclose if the account/store will be operated/owned by the Vendor or a related party to the Vendor.

d. Without prejudice to Vendor's other rights, Vendor reserves the right to reject, disable, remove, un-publish and/or delete any Seller/ supplier's store/account that breaches this Agreement, the terms, and conditions, privacy policy, guidelines, other policies, and instructions of Vendor and communicated from time to time to the Seller/Supplier.

3. Good / Products

a. The only products that may be listed or posted on the marketplace are products that have gone through the pre-approval process and approved by the Vendor for listing, and products that fall within the product categories which may be specified on the marketplace.

b. Immediately upon request, the Seller/Supplier shall furnish to the Vendor any information and documentation requested to verify the authenticity of the products and any other reasonably requested information for the qualification process.

c. The Seller/Supplier shall not list, post, advertise, sell or supply on or through the marketplace any product that:

i. Breaches any laws, policies, or regulations or infringes any third party's intellectual property rights or other rights, or gives rise to a cause of action against any person, entity, or organization in any jurisdiction;

ii. Consists of information, data, images, or material that contravenes the rules and guidelines in this Agreement, the terms, and conditions, privacy policy and other policies, guidelines and instructions of Vendor and given from time to time;

iii. Is or relates to drugs, narcotics, steroids or controlled substances; pornography, obscene, indecent or sexually explicit materials; swords, firearms or other weapons;

ammunition; or items that are generally expected to be prohibited, and items that require specified controlled permits to use or purchase them owing to the nature of such products.

iv. Is a counterfeit product. Listing and selling counterfeit products may result in penalties which include, but are not limited to prosecution, financial penalties, permanently deleting the Seller/ Suppliers account/store, and prohibiting further business relationship in the marketplace, investigation, and seizure of such products by the lawful authorities.

v. Products that are unsafe, dangerous, stolen, or items that should reasonably be known as products that should not be sold or distributed or otherwise sold or distributed on the marketplace.

4. Product Listings

a. The Seller/Supplier shall be responsible for listing its goods and products on the section provided for this on the marketplace by uploading detailed information about the product, which includes the images and/or videos of the product, product information (i.e. size, material, and other relevant information), specifications for each product.

b. The Seller/Supplier shall not publish more than one listing for each product.

c. The Seller/Supplier agrees to be solely responsible for all listings posted on the marketplace and agrees that all listing must:

i. Comply and constitute bona fide listings relating to products that comply with the categories and all rules set in this Agreement and any other policies and guidelines provided or instructions from the Vendor from time to time;

ii. Include all information and specifications as may be required pursuant to all applicable laws, policies, and regulations, and for ease of identification and understanding of the product by buyers.

d. Listings that are submitted or posted may be reviewed and approved at the Vendor's discretion before they are published on the marketplace, and the Seller/Supplier agrees that there may be a period between submissions and/or posting of the product on the portal for submission and posting, and the actual publishing of the product on the marketplace.

e. The Seller/Supplier shall keep its listings up to date and input any new information as it becomes necessary. Where products are not available, or only variations of such products are available, such information must be updated on the product listing.

5. Pricing

a. The prices of products shall be stated to include all relevant taxes applicable to the transaction including but not limited to Value Added Tax, and shall be in the relevant currency (British GBP / £).

b. The Seller/Supplier shall be solely responsible for fixing and stating prices of products on the listing, and amending same when required for promotional discounts or other reasons.

c. The pricing of the Seller/Supplier's products shall comply with all applicable laws including Sales of goods laws, Consumer protection laws, Competition laws, and all relevant laws in all the territories of sale and purchase.

6. Packaging and Delivery

a. Immediately upon confirmation of a sale, the Seller/Supplier shall:

i. Process the order by packaging and labelling the products appropriately with all relevant information necessary for identification of the product, the delivery details, the nature of the product to guide carriage and transportation of the product for safety purposes, and any packaging and delivery guidelines and instructions as may be given by EverythingAfrican from time to time;

ii. Package the products neatly and appropriately for the nature of such products. For example, frozen fish or seafood should be packaged to ensure that they are frozen until they reach the buyer.

iii. Deliver the products to the agreed drop-off point in accordance with the agreed timelines, working hours of EverythingAfrican, and procedures agreed and specified by EverythingAfrican, or make such products available at the agreed pick up point as agreed with the Vendor.

b. The Vendor may inspect the products received and reserves the right to return to the Seller/Supplier any product that fails to meet the standard, packaging, delivery, and other requirements in this Agreement, any guidelines, and policies, or as communicated to the Seller/Supplier or fails any quality control check.

c. The Seller/Supplier shall retain title and ownership of the products until the buyer pays for the product in full and such product is delivered to the buyer. Upon delivery to the buyer, ownership of the Products shall pass to and vest in the buyer.

d. Without prejudice to all rights of the Vendor, the penalty may be charged for breach of packaging and delivery guidelines or any other guidelines, policies, and agreements given by the Vendor.

7. Returns and Refunds

Returns and refunds shall be done in accordance with the returns and refunds policy or as may be agreed by the parties.

8. Business Conduct

The Seller/Supplier shall conduct business on the marketplace as follows:

- a. Comply with this Agreement, Terms and Conditions, Privacy policy, and all guidelines and policies published and updated on the marketplace and communicated to the Seller/Supplier from time to time.
- b. Comply with all applicable laws in Nigeria, (including but not limited to laws on the sale of goods, consumer protection laws, competition laws, safety laws) the laws of the United Kingdom, and its laws governing the sale and consumption of the goods/product.
- c. In accordance with the United Kingdom's Health Codes and Regulations.
- d. With care and skill, utmost good faith, and cooperating with and towards Vendor and buyers patronizing the Seller/Supplier, and users of the marketplace.

9. Value-added Services

- a. The Seller/Supplier may subscribe for value-added services from time to time, which may include, but is not limited to, marketing and promotional services, warehousing, and other services.
- b. The Seller/Supplier agrees that additional terms shall be required to use such value-added services, in addition to this Agreement, terms and conditions, privacy policy and other guiding terms, policies, and guidelines, and such terms for value-added services shall be communicated to the Seller/Supplier as at when due.

10. Commission and Fees

- a. The Vendor shall charge the Seller/Supplier a commission of 5% for each sale made on the marketplace and fees in respect of all services provided on the marketplace and any other services and as may be stated in the commissions and fees sheet which forms part of this agreement. This commission shall be payable **six (6) months** after the Seller/Supplier enters into this Agreement with the Vendor.
- b. The Vendor may vary commissions and/or fees from time to time, by giving prior notice which may be by updating the commissions and fees sheet.
- c. Commissions shall be calculated as a percentage of the selling price set by the Seller/Supplier, or as may be agreed by the parties.
- d. The Seller/Supplier shall be responsible for charging and payment of all taxes on the display, listing, sale, transportation, and delivery and as it relates to the product however where a competent tax authority determines that EverythingAfrican is liable for payment of such taxes, the Seller/Supplier hereby agrees to fully indemnify and hold harmless the Vendor of the same.

e. Immediately upon request, the Seller/Supplier shall furnish any information and documentation that is reasonably requested to confirm payment of taxes and compliance with obligations under this Agreement.

f. Commission fees are subject to periodic review by EverythingAfrican and such review shall be communicated to the Sellers / Suppliers upon coming into effect.

11. Remittances

a. The Vendor shall collect payments from buyers for products purchased on the marketplace, and shall deduct its commissions and any fees, charges, taxes, penalties, refunds, and any other amounts applicable or owed to the vendor in respect of any business whatsoever.

b. The Vendor shall remit balance from proceeds of the sale of the products, after all, deductions to the Seller/Supplier in the currency of the marketplace territory, specifically in British GBP/£, and using such payment mechanisms used by the Vendor from time to time.

c. Remittance of proceeds to the Seller/Supplier shall be made bi-weekly (twice a week).

d. Evidence of payment to the Seller/Supplier nominated bank account shall constitute conclusive evidence of payment by the Vendor and receipt by the Seller/Supplier.

e. The Seller/Supplier shall be entirely responsible for ensuring that the account details provided are accurate and the account is secure. The Vendor shall not be liable for any loss or damage suffered that may result from fraud or errors in respect of the Seller/Supplier account.

f. The Vendor may delay or suspend payment to the Seller/Supplier where there is an ongoing investigation of fraud or other financial impropriety or other crime or breach of this Agreement.

g. Where the Seller/Supplier disputes any transaction or statement of account, it must report its claim to the Vendor within one (1) month of the date of the particular transaction, failing which such claim shall be deemed waived.

12. Confidentiality

a. The Seller/Supplier shall not disclose information and documents relating to the business relations and conduct of business between the parties, including information on the terms of this agreement, business strategies, plans, financial information, research, trade secrets, business affairs, business methods, and procedures, policies and sales information, and all information which by their nature is expected to be and should be known to be confidential information, but does not include information which is publicly known.

b. The Seller/Supplier shall not use the Vendor's confidential information for any purpose other than to perform its obligations under this Agreement, and in the event that confidential information is required to be disclosed, such disclosure shall be with the prior written consent of EverythingAfrican.

c. In the event of termination, the Seller/Supplier shall return all confidential information of the vendor and permanently cease to use such information.

d. The Seller/Supplier shall be directly responsible to buyers and marketplace users for the misuse of their personal data. All personal data of users must be treated in accordance with the privacy policy of the marketplace.

e. The terms of this confidentiality section shall survive the termination of this agreement.

13. Breach

a. If it is determined that the Seller/Supplier has breached this agreement, the terms and conditions, privacy policy, policies and guidelines, and instructions as may be given from time to time, the vendor may:

- i. Send one or more formal warnings;
- ii. Suspend, prohibit, or block the Seller/Supplier's access to the marketplace;
- iii. Disable or delete the Seller/Supplier's account/store;
- iv. Implement penalties for breach;
- v. Commence legal action as may be necessary.

b. Some of the consequences for breach and other actions as may be necessary may be applied if the Seller/Supplier has significant negative ratings and reviews and upon investigation, it is found that the Seller/Supplier has poor customer relationship management, sells stale, rotten or expired goods or any action or inaction which EverythingAfrican may reasonably determine should warrant a penalty.

14. Insurance

The Seller/Supplier shall insure its products against any risks whatsoever relating to such products and their delivery to the Buyer. The insurance coverage shall be of an appropriate level to cover all the liabilities of the Seller/Supplier under this Agreement.

15. Term

The Term of this Agreement begins on the date of execution by the second signing party and continues until either of the parties terminates this Agreement upon thirty (30)

days written notice to the other, or the Seller/Supplier ceases selling products through the vendor's e-commerce platform. If terminated by either Party, the Agreement will continue to govern the sale of the Seller/Supplier's products still on the marketplace, prior to the termination's effective date and until such products are sold, returned, or removed from the marketplace.

16. Representations and Warranties

The Seller/Supplier represents and warrants that:

- a. It has the power to authorize the sale and/or display of its products online and as part of the marketplace;
- b. All product information, data, images, and/or intellectual property provided by the Seller/Supplier to EverythingAfrican for the marketplace complies with all applicable laws, regulations, and policies, and have been cleared for the uses contemplated; and it has secured (If necessary) any and all clearances, permissions, approvals, authorizations, rights, and licenses necessary for the use or display of all the Seller/Supplier's products, product information, data, images, and/or intellectual property provided to EverythingAfrican for display, sale, and use on the marketplace.

17. Intellectual Property

a. Intellectual Property of the vendor

The Seller/Supplier acknowledges and agrees that all patents, designs, trade names, trademarks, copyrights, trade secrets, or other intellectual property owned or controlled by the vendor shall be and remain the sole property of the vendor, and the vendor grants no right to use or license over any of the intellectual property used and/or displayed on the marketplace, to the Seller/Supplier.

b. Intellectual Property of the Seller/supplier

The Seller/Supplier grants to the vendor the non-exclusive, worldwide, royalty free right and license to use and display any product, product information, specifications, warranty information, data, images, and/or intellectual property that the Seller/Supplier furnishes to EverythingAfrican for use on the marketplace, during the Term of this Agreement ("Seller/Supplier's Content").

- c. The Vendor may use the Seller/Supplier's content for any purpose related to the marketplace, its E-Commerce business, or in furtherance of promoting the Seller/Supplier's products, including use on the vendor's websites, emails, and marketing or advertising campaigns. The Seller/Supplier acknowledges that the vendor is relying upon the Seller/Supplier to ensure that all the Seller/Supplier's content is accurate and complete, and the Seller/Supplier agrees to notify the vendor and revise and resubmit the Seller/Supplier's content promptly upon discovery that it is inaccurate or incomplete.

d. Except for the limited license granted to the vendor herein, the seller/supplier retains all rights, titles, and interests to the seller/supplier's content.

18. Indemnification

a. The Seller/Supplier shall indemnify, defend, and hold harmless EverythingAfrican, its parent company, affiliates, subsidiaries, officers, managers, partners, employees, and agents from and against any and all claims, lawsuits, judgments, losses, civil penalties, liabilities, damages, fees, costs, and expenses, including attorney's fees and court costs, arising out of or related to any:

i. Alleged defect in or injury from the seller/supplier's products;

ii. Alleged failure of the seller/supplier's products to comply with this agreement or any laws, regulations, warrantied, guarantee, or representations of the seller/supplier.

iii. Allegations concerning the seller/supplier's content;

iv. Breach or non-compliance with this Agreement, the terms, and conditions, privacy policy, and other guiding documents and policies of EverythingAfrican.

v. Negligent, grossly negligent, or otherwise action, inaction, omission, or intentional misconduct of the seller/supplier, and/or

vi. Use or infringement of any intellectual property.

b. If the vendor issued, fined, or otherwise incurs expenses or any liability whatsoever as a result of the Seller/Supplier's handling of personal data of users on the marketplace, the Seller/Supplier shall fully indemnify the vendor in respect of the same.

c. The vendor shall indemnify the Seller/Supplier where required from any incidents owing from the failure of the vendor to comply with this agreement.

19. General Provisions

a. Revision: The Vendor reserves the right to change any of the terms of this Agreement, at any time and at its sole discretion. Any changes will be effective upon the earlier to occur of:

i. Emailing the revised terms, or notice of such changes, to the Seller/Supplier's e-mail address; or

ii. Posting the revised terms on this website. The Seller/Supplier is responsible for reviewing any revised terms, and any notice of revisions. The continued acceptance of purchase orders, purchases, or continued use of the marketplace following the vendor's emailing or posting of any revised terms, or any notice of any such revisions, will constitute acceptance of the revisions by the Seller/Supplier.

iii. In the event that the Seller/Supplier does not agree to any changes to this agreement or the other policies, the Seller/Supplier must stop accepting purchase orders, purchases and stop using the marketplace, and give the vendor a written notice.

b. Limitation of Liability: Neither party is liable to the other for any loss of profits or other consequential, special, incidental, punitive, or indirect damages arising in connection with this agreement, except for those arising in connection with the breach of this agreement, obligations of the parties and indemnification obligations under this agreement.

c. Non-waiver: No failure or neglect of the vendor in any instance to exercise any right, power, or privilege hereunder or under any law shall constitute a waiver of such right or any other right, power or privilege or of the same right, power, or privilege in any other instance. All waivers by the Vendor must be contained in a written document signed by the vendor. Any waiver given shall only apply to that specific transaction, and shall not apply to other actions, requests, or transactions of the same or other nature. Thus, where a waiver is required, a request for a waiver shall be furnished to the vendor for each waiver request.

d. Survival: The relevant clauses in this agreement including, but not limited to, the clauses on confidentiality, intellectual property, breach of contract, and all clauses which by their nature should survive termination of this agreement, shall survive termination of this agreement.

e. Severability: If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction, judicial authority, or other competent authority, to be invalid, unenforceable, or void, the remainder of this agreement and such provisions shall remain in full force and effect, and such void clause shall be revised to an acceptable clause, maintaining the commercial and initial intent of such clause.

f. All notices or other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid, by certified or registered mail, return receipt requested, and addressed to the parties and delivered to the address set forth at the beginning of this agreement for the vendor, and address provided by the Seller/Supplier, or through the agreed usual and regular means of communication between the parties.

g. The Parties warrant that they have the necessary legal capacity to enter into and perform each of its obligations under this Agreement and have taken all necessary personal, corporate, and/or internal actions to authorize the execution and performance of this Agreement, and in the event that any party becomes legally incapable to perform its obligations hereunder, it shall promptly inform the other party, do and provide all things, information and assistance necessary, and the requisite actions shall be taken to terminate this agreement.

h. Force Majeure: Except for existing and/or accrued and contractual payment obligations, neither party shall be liable for, nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from Acts of God, civil or military authority, government action, legal restrictions, civil unrest, riots, acts of public enemy, war, accidents, fires, explosions, cyber interruptions, system failures, technical breakdowns, mobile and systems interruptions, earthquake, flood, pandemics, epidemics, sonic boom, failure of transportation, accidents, labour disputes or strikes or other work interruptions, by either party or its employees or any other cause beyond the reasonable control of either party. In such situations, the party affected by the force majeure event shall immediately inform the other party, and if the situation cannot be resolved within a reasonable time, the parties shall renegotiate the terms of this agreement to reasonably accommodate the changes that have occurred, failing which the parties may terminate this agreement.

20. Governing law

The Agreement shall be governed by the Laws of the United Kingdom, and adjudicated upon under the jurisdiction of the applicable courts or authority in the United Kingdom which may have jurisdiction, and the language of the Agreement and any proceedings shall be in the English Language.

21. Dispute Resolution

In the event of any dispute, difference, or claim arising out of or in connection with this Agreement, the Parties shall promptly meet in good faith for negotiations to resolve the dispute amicably. If the dispute is not settled by negotiation within fourteen (14) days or a reasonably practicable period from the commencement of such negotiations or within a longer period as agreed by the parties, the dispute, difference, or claim shall be referred to a panel of three (3) qualified and certified arbitrators, and the award shall be binding on parties. In the event that the dispute cannot be settled by arbitration, parties may seek redress from a court of competent jurisdiction.

22. Assignment

a. The vendor may assign this Agreement to a present or future parent, subsidiary, or affiliated entity, including a future successor or party acquiring all or part of the vendor's business, by giving reasonable notice to the Seller/Supplier.

b. The Seller/Supplier shall not assign this agreement to a third party without the prior written consent of the vendor (Consent not to be withheld unreasonably).

23. Entire Agreement

This Agreement along with the terms and conditions, privacy policy, other policies and guidelines on the marketplace constitute the entire agreement between the parties concerning the subject matter hereof and supersedes any prior or contemporaneous agreements, understandings, negotiations, representations, or proposals of any kind, whether written, oral or otherwise. Neither party has relied upon

any statements, representations, or other communications that are not contained in this Agreement.

BY SIGNING UP AS A SELLER ON THE EVERYTHINGAFRICAN.CO.UK and EVERTHING-AFRICAN.COM , YOU ACKNOWLEDGE THAT YOU HAVE READ THIS VENDOR AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY THE VENDOR AGREEMENT, AS AMENDED FROM TIME TO TIME. ANY BREACH OF ANY OF THE VENDOR AGREEMENT STATED WILL LEAD TO SERIOUS SANCTIONS AS DETERMINED BY LASCOM TECHNOLOGIES UK LTD.