**ASSOCIATION AGREEMENT**

TERMS AND CONDITIONS - MARKETPLACE SERVICE

Model "Shop-in-Shop"

These terms and conditions apply to the Electronic Commerce Service or Marketplace (as such term is defined below) that Marketing Rewards Limited (hereinafter "MRL"), makes available and provides to (I) brands, producers, manufacturers, wholesalers, distributors (for business-to-business or B2B segment) and (ii) retailers, stores, and / or traders (for the Business-to-Consumer or B2C segment) of products and / or services (hereinafter individually considered each as a "Merchant Partner" for using the e-commerce platform or Marketplace, under their own risk, loading, publishing and making direct sales of products that they offer to customers of the portal owned by MRL, namely: **https://www.shop.bs** (Hereinafter "Portal") and use the services provided by MRL to the Merchant Partner (the "Marketplace Service").

Goods will be classified within the Portal according to the detail in **Merchant Partner Registration Form**, the same that is attached to this contract and forms an inseparable part of this contract.

Furthermore, MRL and Merchant Partner (hereinafter, the "parts") sign this document under the terms and conditions set forth below:

1. **Acceptance**: By signing and / or accepting - by any means by a Merchant Partner, including, but not limited to, through an agent and / or representative or other document relating to the provision of Marketplace Service, the Merchant Partner assumes consent, expressly and irrevocably, having read and accepted these terms and conditions for the Marketplace Service and use of the platform.

In this regard, the Merchant Partner agrees that, by simply filling a Merchant Partner Registration Form, will be required to carry out all acts aimed to start using the Marketplace platform and the Marketplace Service.

1. **Modifications**: MRL reserves the right to make changes to these terms and conditions and the Marketplace Service and communicate through the platform, within ten (10) calendars days prior to its entry into force. Using the Marketplace Service by the Merchant Partner after such changes, constitutes acknowledgment and acceptance of the changes of the terms and conditions.

Notwithstanding what is stated in the preceding paragraph, any modification and / or amendment of the terms and conditions agreed on the Merchant Partner Registration Form may only be modified by mutual agreement between the Merchant Partner and MRL by subscribing to a new Merchant Partner Registration Form or an addendum to this contract.

1. **Total Agreement**: The Parties agree that these terms and conditions shall prevail over any other agreement and / or prior agreement between them concerning the use of the Marketplace Service and the use of the platform by the Merchant Partner. If there is any inconsistency between these terms and the Merchant Partner Registration Form signed between MRL and Merchant Partner, the information provided in the Merchant Partner Registration Form will prevail only where it refers to the discrepancy.
2. **Early Termination by MRL**: MRL may terminate at any time the provision of the Marketplace Service to the Merchant Partner, through a notice not less than three (3) calendar days after the effective date of termination, to that effect the Merchant Partner shall cease to use the Marketplace Service.
3. **Termination due to breach of contract by the Merchant Partner**: MRL may terminate the this Agreement immediately, without responsibility, if the Merchant Partner fails to comply with any of its obligations under these terms and conditions and / or the Merchant Partner Registration Form including, but not limited to, the following assumptions: (I) failure to deliver the goods in time to the logistics operators, (ii) failure to maintain adequate inventories of the goods, (iii) failure to timely inform about out of stock goods (i.e. breakdown of stock), and (iv) failure to comply with the Shipping Policy, Returns Policy, Cancellation and Guarantees established in paragraph 15; in which case, the Merchant Partner shall indemnify, in accordance with the provisions of paragraph 18 regarding compensations to MRL for all the damages and losses that are caused to MRL for any claims, demands, complaints, or complaint filed by customers or third parties before any administrative entity and / or judicial entity as a consequence of any breach by the Merchant Partner.

The resolution referred to in the preceding paragraph will become effective by a simple notice given in writing to the email entered by the Merchant Partner in the Merchant Partner Registration Form.

1. **Notifications**: The Merchant Partner agrees to enter an email in the Merchant Partner Registration Form. In this regard, the Parties agree that any communication or notification will be made to e-mail stated by the Merchant Partner. Notifications sent by email will be considered as written communication and therefore be considered as received the next business after sent.

In case the Merchant Partner modify the email entered in the Merchant Partner Registration Form, the Merchant Partner shall sign a new Merchant Partner Registration Form or an addendum to the already signed.

1. **Services provided by MRL under the model Shop in Shop and Drop-Shipping**:

The Merchant Partner agrees and acknowledges that the Marketplace service is provided by MRL in the form called " Shop in Shop " and " Drop-Shipping " in which MRL provides the Merchant Partner the Marketplace Service and the use of the platform as well as the processes associated with it, among which are the following:

* 1. MRL provides access to and use of a technological platform for the Merchant Partner to negotiate and complete online transactions. MRL will have no liability for possible transactions made directly between the Merchant Partner and the customer. The Merchant Partner can list and / or publish the Goods in the shop-in-shop Portal, unless they are prohibited by law or by MRL on the platform. Without being limited to the following, the Merchant Partner cannot list or publish a product or link or post any material which (a) infringes any third party intellectual property (including copyright, trademark, patent, and trade secrets) or other property rights (including rights of publicity or privacy); (b) constitute a defamation; or (c) in the case of an illegal, counterfeit, contraband, stolen or fraudulent product. It is the responsibility of the Merchant Partner to accurately describe the Goods offered for sale. The Merchant Partner uses the Portal and the Services at their own risk. If any of the above cases arises, it is the sole discretion of MRL and its right to modify and / or delete the content of the publications and its action or omission will not create a responsibility for MRL;
  2. Processing of orders through the Portal, of the Goods with own staff and Documentation of such processes;
  3. Processing of various payment methods at the 'Checkout' in the Portal whereby MRL It will be billing and collecting the value of the price amount of the Goods from customers, always on behalf of the Merchant Partner according to the information it had entered in the Merchant Partner Registration Form, except for some different way previously agreed with the Merchant Partner such as "Click-and-Collect" or "Store pick-up" (i.e., purchase online and pick up in store).
  4. Identification service for credit card fraud;
  5. Providing delivery and other alternatives to the Merchant Partner with regards to logistics companies with whom MRL has a business relationship and preferential rates, to allow the Merchant Partner to use one or more such companies to enable them to manage the delivery of goods to customers. Notwithstanding the foregoing, the Merchant Partner can select the logistics operator of their choice, the Merchant Partner can also perform direct delivery of the goods to the customer. In this regard, the Merchant Partner must send its goods and manage returns, according to policies and services under MRL. In order to comply with MRL operations and services policies, the Merchant Partner will subscribe to the General Conditions of Delivery of Goods.
  6. Customer service through the different means of communication offered (e.g. via phone, email, chat), telesales and post-sales service for purposes of returns and guarantees, under the terms stated in section 15 (Shipping Policy, Returns, Cancellations and Guarantees) hereof;
  7. General promotion of the goods in the Portal through the various digital marketing channels on-line;
  8. Periodic training on the Merchant Account management and Marketplace Service.

1. **Optional / additional services provided by MRL**: The Merchant Partner accepts and recognizes that the Marketplace Service itself includes only the services set out in paragraph 7 above. Should the parties so agree in writing in the Merchant Partner Registration Form, MRL may additionally provide the following services:
   1. Coordinate with the logistics operator referred in point e) of precedent clause, with those MRL previously agreed a preferential rate (hereinafter, the "Logistics Operators") to manage and perform the delivery of goods to customers. The Parties agree that by using this service they will subject to the following terms: (I) the shipping cost payable to Logistics Operators will be determined by MRL based on agreements performed with such companies and the Merchant Partner will be informed so these costs that will be deducted accordingly under these terms and conditions and the respective Merchant Partner Registration Form with the same frequency as payments to Merchant Partners, whether the goods are or not delivered to the Customer; and, (ii) MRL will issue invoices accordingly to support the aforementioned transactions.
   2. Design and implementation of advertising campaigns and marketing activities through the Portal, for which the Parties agree to the terms and conditions thereof. This includes the general promotion of the goods in the Portal through various digital channels and online marketing.
   3. Content Loading Service and coding if required in the Merchant Account accordingly as indicated in the Merchant Partner Registration Form;
   4. Integration Service with electronic invoicing through a company authorized by the Tax authority.
   5. Innovation and technological development service in the Portal, for which the Parties shall agree on the terms and conditions thereof.

If the Merchant Partner want to use any of the additional services provided by MRL, it should give timely notice, at least fifteen (15) calendar days in advance and in writing to MRL. Payment of such services will be previously established by the Parties.

1. **Declarations of the Merchant Partner**: The Merchant Partner declares and guarantees that: (I) it is legally constituted under the laws of the country in which it is registered, (ii) its representative is authorized to subscribe the corresponding Merchant Partner Registration Form and accept these terms and conditions, (iii) has all the necessary authorizations to use the Marketplace Service as well as the platform and be bound by these terms and conditions and the corresponding Merchant Partner Registration Form, (iv) its corporate purpose allows the sale of the Goods that are described in their Merchant Partner Registration Form, (v) the sale of the Goods is not prohibited by Law, that is, the Goods were acquired or produced lawfully and that their commercialization is allowed by the laws of The Commonwealth of The Bahamas, (vi) the goods meet all quality specifications required for marketing under the laws of The Commonwealth of The Bahamas including but not limited to, health records and Bahamian official rules, and (vii) the Goods conform to the specifications, drawings, images, performance criteria, functionality and other descriptions given to MRL to be included in the Portal; are marketable and suitable for the purposes offered, comply with laws, requirements and regulations, and MRL will not be liable before customers by defects in materials, performance, operation and manufacturing.
2. **Commission and Payments**: In consideration for the provision of the Marketplace Service, the Merchant Partner will pay MRL a percentage amount of the sales price for services rendered by MRL according to the percentage determined and agreed in the Merchant Partner Registration Form (hereinafter, the "Consideration"). It is worth noting that commissions do not include VAT.

For the preceding article and as indicated in the Merchant Partner Registration Form the payday will be done every 15 calendar days in the bank account provided by the Merchant. Paydays begin from the final delivery date to the customer.

1. **Before Using the Marketplace service conditions**: The Merchant Partner, through Merchant Account (such term is defined in Clause 14), will load the following minimum content regarding the goods, with the specifications given by MRL on the understanding that the fields indicated below are required to enable to register the Goods in such a tool:
   1. Detailed description and quantity of the good (s) to be marketed / sold in the Marketplace Service;
   2. Information on stocks and availability of the good (s);
   3. Shipping conditions and transportation of the good (s);
   4. The digitized image (s) of the good (s);
   5. The selling price and the validity of the offer;
   6. Instructions Manual if applicable for each of the good (s);
   7. Weight, size colours and dimensions of the good (s);
   8. Accessories;
   9. Cleaning instructions, colour patterns or similar precautions applicable to the goods;
   10. Conditions, deadlines and requirements for use and handling for effective protection of guarantees;
   11. and any other reasonably information required by MRL;
   12. Weight and dimensions of the packaging for shipping the Goods.

If case the Merchant Partner hire MRL to provide this service, in accordance with the provisions of subparagraph c) of the preceding eighth clause, the Merchant Partner must send a written communication with the information contained in this clause. MRL will load the information in the Merchant Account upon receipt of the information required.

For purposes of using the Merchant Account, the parties agree to the following:

1. The Merchant Partner, through the Merchant Account (or having hired MRL to provide this service), must update the inventory and list price of Goods offered with the specifications above. The Merchant Partner must ensure the existence of the goods offered on the site. This is under the understanding that, if the inventory is not updated in a period of seven (07) calendar days from the date of the inventory has been updated for the last time by the Merchant Partner, the corresponding goods will cease be offered on the Website / Portal and will be consequently disabled.
2. MRL will examine the contents of the offer of the Product (s) loaded by the Merchant Partner in the Merchant Account or e-mailed to MRL and, finding them consistent with their policies, MRL will approve and activate the Goods on the Website / Portal and provide the Marketplace Service. Otherwise, it will return the offer to the Merchant Partner to improve it according to the guidelines given by MRL. MRL will not assume any responsibility for incorrect information received and included in the Portal and Merchant Partner will indemnify MRL for any complaint, claim, demand or complaint filed by customers or third parties to any administrative and / or judicial entity due to any omission or failure to its obligations described in this paragraph. Also, the Merchant Partner will assume the expenses incurred in MRL defence.
3. Each of the Goods will be marked by MRL with the caption: "Product sold by [MERCHANT PARTNER] ".
4. MRL will produce for each of the Goods, one SKU (internal code that identifies the goods the Partner Merchant) that will identify it within the internal system of MRL
5. The parties agree that the responsibility for the loss, theft, destruction and / or damage of the Goods shall be borne by the Merchant Partner until the Good (s) are delivered to the buyer, this applies if delivery of the product (s) is done using the Logistics Operators directly, without intervention of MRL. If the Merchant Partner chose to use the service plan agreed by MRL and known Logistics Operators, will only be responsible for goods until they are delivered to the offices of the Carrier / Logistics Operator.
6. The sale price and / or promotions of Goods in the Marketplace Service will be determined by the Merchant Partner, in its sole discretion, always taking into account the provisions under Bahamian law. If any involvement by way of illegal price manipulation by the Merchant Partner, the Merchant Partner shall be responsible and will indemnify MRL for any charge, claim, complaint, lawsuit or complaint filed by customers or third parties to any administrative and / or judicial office as a consequence of this.
7. MRL reserves the right, in its sole discretion, not to advertise on the Portal one or few of the Goods.
8. **License:** The Merchant Partner grants MRL, by accepting these terms and conditions, permission to use their brands, logos, slogans and trade names, royalty-free, non-exclusive, international license to use, reproduce, display, distribute, adapt, edit, create derivative works, in addition to allowing commercially exploit, according to the specific uses identified by the Merchant Partner and for purposes of providing the Marketplace Service and these terms and conditions only.
9. **Marketplace Service Operation**: Once the goods classified and loaded by the Merchant Partner, the Marketplace Service operation is subject to the following terms, conditions and process described below:
   1. The Merchant Partner is obliged to provide only their own new and original goods through the Marketplace Service.
   2. MRL will receive acceptance of the offer made by the customer and send the respective purchase orders by electronic communication to the Merchant Partner (email) so that it may send the Good (s) to the customer under the conditions agreed in subsection 7 of this contract or, failing that, to the Logistics Operator, according to clause 8. The order form sent to the Merchant Partner must contain the following information: order number, SKU number, price of the good, status of the order, total amount paid by the customer (price and delivery), payment method and customer data (name, surnames, landline and cell phone, address and city.
   3. Once the Purchase Order is sent to the Merchant Partner, this has until the next working day, first hour, to prepare the goods for dispatch, if the customer selected “Standard Delivery” or one (1) hour if the customer selected “Priority Delivery” and/or s/he is a Shop.bs Prime Customer, in order to proceed with delivering the goods to the buyer as stated in the following paragraph.
   4. MRL will pick up the goods and deliver to the customer directly. However, the Merchant Partner must ensure that the good (s) arrive to the buyer in maximum time referred in the corresponding purchase order if the Merchant Partner use a Logistics Operator for delivery. The Merchant Partner must ensure to deliver the Goods in a timely manner so that they reach the customer within the maximum time allowed in accordance with the provisions of the General Conditions of Delivery of goods (Delivery Policy). Failure to comply with this provision, will give MRL the power to terminate the relationship with the Merchant Partner without liability.
   5. If the Merchant Partner fails to comply with the above, MRL shall be entitled cancel the purchase order. In this case, MRL will refund the money received from the customer within seven (7) business days. Notwithstanding the foregoing, MRL will deduct the amount paid from the next money transfer due to be made to the Merchant Partner or will charged it directly to the Merchant partner, at its sole discretion.
   6. The Merchant Partner must deliver proof of payment to the Customer (invoice or bill), purchase order and the dispatch order must be printed from the Merchant Account. This applies if the Merchant Partner is not using MRL delivery service and is using the agreement between MRL and a Logistics Operator, you must additionally attach all pertinent documents corresponding to the Logistic Operator.
   7. In the proof of payment, it be must specified the price of the goods, shipping cost, tax and coupon code / discount if applicable.
   8. Once received the goods for shipping, MRL will proceed to deliver the good(s) to the satisfaction of the customer.
   9. The Merchant Partner will assume the taxes and deductions established or to be established by the services that make up the Marketplace Service and the sale of goods in The Commonwealth of the Bahamas, as well as those applicable to the legal transaction performed with the buyer.
   10. In compliance with the payment collection service, MRL will collect the amount / value of purchase orders (Value of the Goods plus the value of shipping and taxes) from customers, but always on behalf of the Merchant Partner, and transfer to the Merchant Partner the value of orders collected, after deduction of its consideration /commission and any other amount MRL is entitled under these terms and conditions and corresponding orders, including shipping costs, if any, and penalties, among other items.
   11. MRL can manage the exchanges and / returns directly with the customer and both the Merchant Partner as MRL agree apply shipping policies, return and cancellation (as that term is defined below).
10. **Merchant Account**: MRL will make available to the Merchant Partner of the Marketplace Service, a free of charge remote tool that allows them to control sales and inventories of goods offered in the Portal (hereinafter, the "Merchant Account"). Notwithstanding the foregoing, MRL does not guarantee that all Merchant Partners may use the Merchant Account due to various policies of support for each server or computer where Merchant Partner want to use it.

The Merchant Partner acknowledges and agrees that the Merchant Account has been made available unilaterally by MRL and free to use thereof may be withdrawn at any time at the sole discretion of MRL without generating complaints or grievance by the Merchant Partner. The Merchant Partner also acknowledges and agrees that MRL is not responsible in any way against them or their customers by: (I) the use of the Merchant Account, either directly or through users the Merchant Partner designate, (ii) inconsistencies, integrity or lack of updating, certainty or accuracy of the information registered in the Merchant Account by the Merchant Partner or by the users designated by the Merchant Partner for this purpose; or, (Iii) uninterrupted operation of the Merchant Account

In this regard, the Merchant Partner acknowledges and agrees that it is solely liable on behalf of MRL and responsible before customers regarding the information of the Goods, whether it is included in the Merchant Account, and the proper safeguarding of their business information outside of the Merchant Account.

The Merchant Partner shall be solely responsible for maintaining the security of the password that MRL granted to use the Merchant Account and shall not disclose to any other person outside the use thereof such password. The Merchant Partner is solely responsible for the use given to its password and it is obliged to notify MRL upon becoming aware of any misuse that has been given to it, furthermore the Merchant Partner must compensate MRL for any damages to be cause for this.

1. **Shipping Policies, Returns, Cancellations and Guarantees**: The Merchant Partner acknowledge and accept the Shipping/delivery Policy, Returns, Cancellations and Guarantees, available on the Portal (hereinafter, the " Shipping Policy, Returns, Cancellations and Guarantees").

The Merchant Partner acknowledges and agrees that in terms of the Shipping Policy, Returns, Cancellations and guarantees the deadline for the customer to exercise its right of return will be indicated in the Merchant Partner Registration Form. The Merchant Partner undertakes to respect this policy. If it does not, MRL reserves the right to terminate the relationship with the Merchant Partner, in accordance with the provisions in paragraph 5 above, without detriment to any action that MRL could start by way of damages. The Merchant Partner agrees that MRL will be a channel through which the customer can manage any matter relating to the Shipping policies, Returns, Cancellations and Warranties. Notwithstanding the aforementioned, the client may communicate directly with the Merchant Partner through the channels that the latter puts at their disposal to deal with any request related to the Shipping Policies, Returns, Cancellations and Guarantees.

In the event of the return of one or more Good (s) by the customer, the Merchant Partner must take ultimate responsibility for such refund and expenses MRL be incurred in accordance with the provisions in paragraph 7 above. In this case, the end user may contact the Merchant Partner or MRL, who in this case will inform the Merchant Partner for it to carry out the respective process leading to resolve the situation in accordance with the terms of warranty, and in any case, in compliance with applicable regulations. Within the process of return or delivery failure will depend on the day when the customer requests a refund and the place where the carrier has to collect the Good (s).

The Merchant Partner should confirm the good(s) reception to MRL within twenty-four (24) hours of receiving it, and confirm the appropriate warranty conditions or return, as applicable.

The Merchant Partner will be responsible for compliance with the guarantees of goods sold directly to the customer through the Marketplace Service, guaranteeing the Goods at all times for any damage or malfunction, in accordance with applicable regulation.

The Merchant Partner acknowledges and agrees that the priority of MRL is in any case to ensure adequate care and satisfaction of its customers, therefore, if the client reports their intention to return the property within the period prescribed in the corresponding order, MRL may at its sole discretion offer this: (I) replacement of Good one suggested equivalent, for which the Merchant Partner is obliged to deliver a good equivalent to the complete satisfaction of the customer, (ii) the granting of a credit for the value of the returned goods for later purchases; or (iii) return of the money. The customer choice will be mandatory for MRL and the Merchant Partner. If the customer chooses to be reimbursed, MRL will reimburse the customer and shall deduct that amount from future payments to Merchant Partner or demand immediate payment of the sums paid. The Merchant Partner agrees that if the customer opts for the replacement of the good or the delivery of a credit note, Merchant Partner shall bear all costs and expenses associated with the option chosen by the customer and MRL is entitled to deduct such amounts of future payments to the Merchant Partner or demand immediate payment thereof.

In case the client asks for the money back and MRL has not yet come to make payment to the Merchant Partner for the sale of that product, MRL will notify the Merchant Partner and will proceed with the refund and thus will not pay the Merchant Partner any money from that sale. All costs associated with the transfer of goods to the contact address of the Merchant Partner will be borne by this; on the understanding that MRL will inform the Merchant Partner about the breakdown and amount of such expenses and shall have the power to discount any amount assumed by MRL for such purposes amounts to the Merchant Partner is entitled from the sale of their products. In case the client asks for the money back and MRL have made payment to the Merchant Partner for this good, MRL will deduct from the next payment to the Merchant Partner the amount paid for this good. All costs associated with the transfer of goods to the contact address of the Merchant Partner and / or customer are borne by the Merchant Partner.

If the return of the good is directly related to the management of the Merchant Partner (defective factory product different from those published in the Merchant Account, incomplete products and delivery after agreed times to the Logistics Operator hired by MRL), MRL will charge 80% of the consideration as MRL incurred expenses directly associated with the sale of the product.

MRL will accept up to three percent (3%) of monthly returns for good (s) by customers. If the percentage is higher, MRL may terminate the relationship with the Merchant Partner immediately and of right, without liability and without any compensation whatsoever. In the same vein, MRL accept at least ninety-eight percent (98%) of compliance with monthly deliveries of Goods by the Merchant Partner. If the percentage is lower, MRL may terminate the relationship with the Merchant Partner immediately, without incurring any liability and without any compensation to the Merchant Partner.

MRL only offers original, new, factory sealed and with applicable warranty depending on the type of products or Goods. Also, in case of defective products, the Merchant Partner is responsible for changing the goods and / or repair the same bearing all the associated costs (including delivery/transport costs incurred by MRL under the after-sales service offered to customers). If the customer requires a refund, it shall be governed under the Shipping Policy, Returns, Cancellations and Warranties.

If MRL detect that the Goods shipped to customers or those included by the Merchant Partner in the offer do not match the description given when uploaded in the Portal following instructions; MRL may, at its sole discretion, immediately suspend the supply of the good (s), to prevent transactions or taking any action that would lead to prevent the commercialisation of goods whose description is inaccurate, are misclassified or do not correspond to the ones in the Marketplace Service. MRL may check all the content to serve this purpose.

Everything referred to shipping policies, Returns, Cancellations and Guarantees; shall be governed by the provisions in this document, which may be modified, extended or supplemented by subsequent annexes where applicable, MRL will communicate to the Merchant Partner through publication in the Portal in accordance with the provisions of paragraph two above and / or through a communication to the Merchant Partner email in accordance with the provisions in paragraph six above. The above, shall not be construed as residuary but as a complementary document.

1. **Additional obligations of Merchant Partner**: The Merchant Partner agrees in addition to the obligations under the various provisions of these terms and conditions, to the following:
   1. Inform MRL no later than one calendar day following any change in the volume of Goods inventory available via the Merchant Account (or if not having this service, via email).
   2. Will not use the MRL brand as its own neither other brands nor industrial property or Intellectual rights owned by MRL, except within the framework of this Agreement.
   3. Will honour the guarantee given to the good (s) in accordance with the provisions of the Consumer Protection Code.
   4. Will deliver the goods in perfect condition, in strict compliance with the technical conditions offered, tightly packed, packaged, bagged, as appropriate, in perfect working order, technical specifications of each item and in compliance with the highest quality standards and in compliance with all requirements applicable to its nature, including, but not limited as a result, the phytosanitary requirements, copyright and intellectual property, advertising, labelling, price labelling, weight, tax, consumer protection and health in general and those contained in the Bahamian legislation. The same conditions must be fulfilled by corresponding packaging. The Merchant Partner agrees to indemnify MRL for any payment, claim, complaint, lawsuit or complaint filed by customers or third parties to any administrative and / or judicial office produced by this, including fines filed by local authorities.
   5. The Merchant Partner understands and accepts that personal customer data provided by MRL to the Merchant Partner may not be used for purposes other than purpose of this contract and under strict confidence and in compliance with the terms and conditions, the parties agree that such data is shared by MRL with the Merchant Partner, being MRL the holder of such data. MRL have the power to remove the personal data of customers upon completion of the process of delivering the goods, as long as there is no legal provision requiring the retention of personal data. Any treatment given to such information must comply with the applicable standards of protection of personal data. The obligations contained herein shall survive the termination of the legal relationship between the Merchant Partner and MRL.
   6. The Merchant Partner must ensure the availability of the goods as well as spare parts for maintenance that may eventually be required. Otherwise, MRL will return the money to the customer but will deduct that amount from the Merchant Partner.
   7. All the brands of the goods that the Merchant Partner intends to market through the Marketplace Service, must be in accordance with the regulations issued by the competent authority and not infringe rights of third parties. In the event of any conflict by copyright or industrial or intellectual property, the Merchant Partner will assume all responsibility and costs associated with the defence of such claim and hold harmless MRL of any costs associated with these and indemnify all damages that may suffer as a result of the above.
   8. Merchant Partners will do their best efforts to adhere to promotions, contests, discounts offered by the Merchant Partner to customers who use the Marketplace Service. This will be under the sole responsibility of the Merchant Partner to obtain the necessary permits to carry out commercial promotions or contests being offered.
   9. Comply with the provisions of applicable law, including the Consumer Protection Code.
   10. If the Merchant Partner enter a wrong price in the Merchant Account for a particular product and sales are performed at that price, the Merchant Partner must respect the sale made with those conditions.
   11. Comply with the provisions of the Law with regards to Personal Data Protection and supplementary regulations, in accordance with the provisions of the following paragraph 25.
2. **MRL additional obligations**: In addition to the obligations imposed, MRL undertakes:
   1. Offer the good (s) of the Merchant Partner to all its customers in the Portal, in accordance with indicated in the Merchant Partner Registration Form, without restriction, except by law applicable and / or limitations specified herein.
   2. To inform in writing to the Merchant Partner about promotions and sales campaigns to be launched. The Merchant Partner shall adhere to the conditions set by MRL and sign the respective agreements.
3. **Compensations**: If the Logistics Operator and / or the Merchant Partner as applicable, do not deliver the goods to the Customer within agreed timeframes, both should compensate MRL as set out in the General Conditions of Delivery of Goods.
4. **Taxes**: The Merchant Partner is solely responsible for the declaration, retention and payment of taxes, including tariffs applicable under the laws, regulations or any current applicable legislation.
5. **Confidentiality**: The Merchant Partner acknowledge and agree that the information received on the Marketplace Service, marketing design, software, Portal, information not known to the public, and any other information that would be provided by MRL under strict confidence, must be treated as confidential information proprietary of MRL, the Merchant Partner could be use it reasonably and only for the purposes contained in these terms and conditions, and may not appropriate it, copy it, use it outside the relationship with MRL or disclose in any way. Such information includes, without being limited thereto, a financial, commercial, virtual, technical, methods, customer information (any customer personal-data) or other Merchant Partner and subcontractors, among others. The Merchant Partner will not make any publicity using the name of MRL, its registered trademarks, unless expressly consent is given in writing, and will refrain from: (I) commenting, discussing, or otherwise disclosing said confidential information to unauthorized third parties, among others, officials, employees or contractors of competing companies of MRL, (ii) use, exploit or commercialize said confidential information, directly or indirectly or in any way for their own benefit or for the benefit of third parties, and (iii) disclose or divulge such confidential information to individuals, agencies, entities, for any reason or purpose, unless expressly authorized by MRL and for the fulfilment of the object of the Marketplace Service and of these terms and conditions. If the Merchant Partner does not comply with the obligation of confidentiality set forth herein, directly or indirectly, it will be liable for all of the damages and losses caused to MRL for such a reason, so it must be kept intact. This obligation binds the directors, employees, dependents, contractors and subsidiary and affiliate companies of the Merchant Partner and will govern after the termination of this Contract.

Notwithstanding the above mentioned, the Merchant Partner may disclose the information that is the subject of this contract, as long as it is carried out in the development or by mandate of a law, decree, judgment or order of a competent authority in the exercise of its legal functions. In this case, the Merchant Partner undertakes to notify immediately of this obligation to MRL, so that it can take the necessary measures to protect its confidential information, and likewise undertakes to take steps to mitigate the effects of such disclosure.

1. **Currency**: The supply of goods within the Marketplace Service will in Bahamian Dollars (B$), legal tender in The Commonwealth of the Bahamas, price which the customer will pay will be in that currency. All money transfers made by MRL to the Merchant Partner will also be made in Bahamian Dollars (B$).

If the Merchant Partner establish a different currency, should indicate the exchange rate.

1. **Fraud**: MRL assumes the risk of fraud made with credit and debit cards, i.e., the value of payments made with cloned or stolen cards or unauthorized persons or any other form of fraud with credit and debit cards. However, MRL will receive payments without liability with regards to the origin of the same, understanding that transactions and payment origin are at all times from a lawful origin.
2. **Indemnity**: MRL ensures the correct software design, Portal and pages referred to these terms and conditions. However, will not guarantee minimum availability or respond to system failures, falls, errors or inconsistencies thereof, or any situation caused by accident or force majeure.

The Merchant Partner agrees to bear all costs of any audit of the tax charge and penalties and fines that may be issued by the Tax Authority, as applicable. In addition, it will assume reasonable legal costs incurred by MRL in his defence during such investigations or as a result of these and will absolve MRL and indemnify for damages suffered as a result.

The Merchant Partner will assume the legal defence of MRL and undertakes to indemnify all damages suffered by MRL or its officers, employees, consultants and companies linked to MRL, for any claim or demand for a buyer or a third party relating to damages that originate from the information loaded in the Marketplace Service by the Merchant Partner, Goods, and breach of the conditions of sale and delivery thereof, among others, whether the goods are delivered to the customer or not.

In accordance with the provisions herein, MRL will not assume any liability for the guarantee of goods purchased by customers. In this regard, the Merchant Partner hold MRL not liable for any claim, complaint, investigation, punishment or compensation or equivalent process, which must be assumed by MRL as a result of the guarantee. In any case, MRL will not assume in any way express or implied warranties with respect to goods, nor costs or expenses associated with or arising from the application to make it effective by customers.

Should any competent authority impose a penalty to MRL on account of the use, sale, availability or lack of registration and / or legal certification of some good, in the publication of the quantities offered, or equivalent circumstances, the Merchant Partner shall respond entirely for the same and the costs incurred for the resolution of such sanction or complaint it originates, and hold MRL not liable; without prejudice to any legal action that could begin for damages generated.

If the Merchant Partner is not using MRL delivery service, but another Logistics Operator, will assume sole responsibility for not delivering the Good (s), untimely delivery, wrong delivery, misplacement, loss or theft of the goods or by delivery to an unknown destination, and hold MRL not liable; without prejudice to any legal action that could begin.

MRL in no event be liable to the Merchant Partner or third parties for any liability arising from the use of the Marketplace Service by the Merchant Partner.

Overall, the Merchant Partner will indemnify MRL and compensate for all damages and expenses incurred following the default of Merchant Partner of its obligations and duties under these terms and conditions and / or in the Merchant Partner Registration Form or falsehood in their statements.

1. **Nature of the contractual Relationship**: The parties expressly state that the contractual relationship that unites them is purely of a civil nature and does not set a relationship of employment law between them. Consequently, for the execution of the contracted services, the Merchant Partner will not be subject to any subordination link to MRL or its officials. Each and every one of the rights and obligations related to MRL Personnel intended to achieve the objectives of this Agreement, of any kind or nature, are performed at your sole responsibility and for your own account, therefore paying the full of their wages and other obligations involving labour, civil or any other nature that held contracts with their dependents.
2. **Personal data protection**: The Merchant Partner is responsible for guarding and keeping confidentiality of personal data and / or sensitive data owned and transferred by MRL (hereinafter "information" or "personal data"). Also, the Merchant Partner declares that it has adopted security measures applicable to the reception of information, in order to comply with the provisions of this contract, in accordance with the Law (Law on Protection of Personal Data and regulations). The Merchant Partner undertakes that the information provided is not used for a different purpose than the one agreed in the contract, nor can it be transferred to third parties. Likewise, the Merchant Partner shall ensure that personal data is processed only by those persons whose intervention is necessary for the provision of services. The Merchant Partner shall inform these employees the security measures to be applied and the duty of secrecy and confidentiality they must have with regards to the personal data they process, even once the service is finished.

After finalising the provisions of the contract, the personal data processed should be removed or destroyed MRL being empowered to request evidence of that act. Consequently, the Merchant Partner agrees to provide the service and is responsible for protecting the information contained in the aforementioned database of MRL, according to the provisions of Law and other applicable rules and what is stated in this contract and its purpose, noting that any claims and / or complaints that might arise we be resolved according to Law.

Notwithstanding the foregoing, in case of non-compliance, MRL may initiate the corresponding legal actions in order to protect its rights and obtain the respective compensation.

1. **Non-Compete (Labour)**: For a period of two (2) years from the signing the First Merchant Partner Registration Form (hereinafter the "restricted period"), any Merchant Partner may not, directly or indirectly, in any form contract, any MRL personnel / worker or induce any such person to leave employment in MRL. This restriction period established under safeguard the commercial and technological secrets of MRL.

Each Merchant Partner agrees and acknowledges that in case of breach of what is stated in this clause, MRL shall be entitled to require the Merchant Partner to comply with pay compensation equivalent to the damages caused by the breach.

1. **Law and Jurisdiction**: These terms and conditions and any Merchant Partner Registration Form shall be governed by the laws of The Commonwealth of the Bahamas and any dispute, disagreement, arguments, claims or differences arising in connection with the execution, validity, existence, applicability, invalidity, annulment, termination or interpretation of this contract or any other related matters arising out of the contract, or contained therein, shall be finally settled by arbitration, in accordance with the rules of the country.
2. **Validity**: The Merchant Partner agrees to be bound to use the Marketplace Service by a mandatory initial period of six (6) months from the Merchant Partner acceptance of these terms and conditions, whose maturity will be extended for equal periods, unless the Merchant Partner manifest to MRL, (15) fifteen calendar days in advance, its desire to terminate their relationship with MRL, notwithstanding that in that case the obligations and rights that are in progress will be terminated as provided in these terms and conditions.

The Parties agree that the provisions contained herein shall survive the termination of this contract, specifically regarding: (I) Returns and warranties of the Products, (ii) confidentiality and protection of personal data, (iii) Compensations, (iv) obligations to indemnify, and (v) the nature of the contractual relationship between the parties and the obligation to non-compete by the Merchant Partner noted in the next paragraph. Notwithstanding the foregoing, MRL reserves the right to delete the products loaded by the Merchant Partner at any time, without notice and is entitled to unilaterally terminate its relationship with the supplier at any time in terms of what is stated in paragraph 4 of these terms and conditions.

Signed in duplicate, in the city of Nassau, dated \_\_\_\_, month \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_.

MRL Merchant Partner

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Position: Position: