

Konga Merchant Service Agreement

Introduction

As a demonstration of our commitment to Nigeria and Nigerian entrepreneurs, Konga Online Shopping Limited ("Konga", "us"), Nigeria's Largest Online Mall opened up its online platform to Nigerian businesses to enable merchants sell their products ("Mall"), giving instant nationwide access to your products. Merchants can also enjoy all the benefits that come with having an online store by being able to sell their products to customers all over Nigeria. Businesses that sign up to Konga's Mall will have a free microsite provided for them, and Konga will provide some additional value-added services including but not limited to marketing, customer service, and logistics partnerships to cater for customers in all 36 states in Nigeria. Konga will also provide seller support to all its merchants to help grow their businesses. Merchants can greatly increase sales and revenue by partnering with us, while we worry about giving them the visibility and customer base needed to achieve this. We also provide convenient payment terms for the proceeds of merchants' sales. Konga offers its customers both prepaid and pay-on-delivery payment options for goods purchased. All a merchant is required to do to enjoy all these benefits is to review and accept the terms and conditions of the Konga Mall Service Agreement below. Konga reserves the right to alter these Terms & Conditions at any point without notice, by updating the content on the Konga website.

Agreement

In consideration of the mutual covenants set forth in this Agreement, Seller and Konga (jointly referred to as "Parties" and individually as a "Party") hereby agree as follows:

1. Services Rendered

The Seller agrees to compensate Konga for the services rendered listed in section 2 below ("Services").

2. Delivery of Services

Konga will use reasonable diligence in rendering the Services offered to the Seller, which include the following:

- Online storefront tailored to the Seller with payment gateway and escrow service at Konga.com;
- Access to SellerHQ and other account management systems;
- Access to a dedicated seller support team to attend to all inquiries and other account management services;
- Access to logistics partners;
- Provision of analytics;
- Seller Services Helpline Number (Mon – Fri; 08:00 – 18:00)
- E-marketing, and other marketing services as available and appropriate.

Konga may at its sole discretion add or remove Services from the above list from time to time and some of the new services may attract separate charges, in which case the Seller will be informed before provision of the said services.

Konga reserves the right to alter or vary the available Services, the nature of the Services and any charges at its sole discretion.

The Seller agrees to use reasonable diligence in providing Konga with genuine products and accurate product information.

The seller shall also be responsible for listing and pricing their products on the marketplace and also update inventory level based on stock availability.

By listing your products on Konga marketplace you agree to be liable for shipping to the customer using your preferred carrier which may include k-express. Konga marketplace will not be held liable for any cost of shipment, loss or damage of goods in transit.

Sellers are also expected to handle their returns through their preferred logistics service provider or as agreed with the customer. Konga marketplace will not be responsible for returning your shipped orders to you.

3. Compensation

For all of the Services provided by Konga under this Agreement, the Seller shall compensate Konga, with commissions or other payments as required, in accordance with the terms of the 'Commission Structure', which will be communicated to all sellers; or agreed in advance between both parties, or detailed elsewhere on the Konga website. Konga will from time to time review the category commission structure and will notify the Seller of any changes by communicating directly to sellers, or publishing the same on the SellerHQ portal, or on Konga's website not less than **fourteen (14) days** before any variation in commission rate or charging structure takes place.

Payments shall be remitted into the sellers account after the shipped orders have been confirmed as received by the customer and the return policy stated on the product has expired.

As a seller on the marketplace, you shall remit the commission stated in your invoice for "Pay on Delivery orders" within 3 days of receiving the invoice for any given month in which sales was made. Failure to comply may lead to the suspension / termination of your store on Konga.

For paid orders, Konga shall deduct the commission before remitting the Net Value into the merchant's account.

4. Confidentiality

The Seller and Konga acknowledge and agree that the scope of work and all other documents and information related to the development of the Services (the "Confidential Information") will constitute valuable trade secrets of Konga. Seller shall keep the Confidential Information in confidence and shall not at any time during or after the terms of this agreement, without Konga's prior written consent, disclose or otherwise make available

to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public.

5. Independent Contractor

Konga shall be deemed as an independent contractor. Konga will be fully responsible for payment of its own income taxes on all compensation earned under this Agreement. Seller will not withhold or pay any income tax, social security tax, or any other payroll taxes on Konga's behalf. Konga is also not responsible for remitting or paying VAT (Value Added Taxes) on behalf of the Seller. Konga understands that it will not be entitled to any fringe benefits that Seller provides for its employees generally or to any statutory employment benefits, including without limitation, worker's compensation or unemployment insurance.

6. Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. Konga reserves the right to alter these terms and conditions at any point without notice, by updating the content on the Konga website.

7. Content

Konga Marketplace does not claim ownership rights in your Content. You grant Konga a license solely to enable Konga to use any information or content you supply Konga with so that Konga is not violating any rights you might have in that Content. You agree to allow Konga to store or re-format your Content and display your Content on Konga Marketplace in any way as Konga chooses. Konga Marketplace will only use personal information in accordance with its Privacy Policy.

By uploading Content to Konga Marketplace, you promise that you own and/or have the right to use such Content in this manner and that such Content does not infringe any third party intellectual property rights. In the event that Konga receives a complaint in respect of any Content posted by you it shall be your sole responsibility to deal with such a complaint and to compensate Konga for any loss suffered. Konga reserves the right to remove any such Content immediately.

By uploading images to Konga Mall, you agree that Konga Mall has the right to use your images to promote Konga Marketplace.

Re-Posting Content: By posting Content on Konga Mall, it is possible for an outside website or a third party to re-post that Content. You agree to hold Konga harmless for any dispute concerning this use. If you choose to display your own Konga -hosted image on another website, the image must provide a link back to its listing page on Konga Mall.

Idea Submissions: Konga Marketplace considers any unsolicited suggestions, ideas, proposals or other material submitted to it by sellers via the Site or otherwise to be non-confidential and non-proprietary, and Konga shall not be liable for the disclosure or use

of such Material. If, at Konga's request, any member sends Material to improve the site (for example to customer support), Konga Marketplace will also consider that Material to be non-confidential and non-proprietary and Konga will not be liable for use or disclosure of the Material. Any communication by you to Konga is subject to this Agreement.

8. Indemnification

Seller warrants that everything it gives Konga to use in the delivery of the Services or any deliverable is legally owned or licensed to the Seller. The Seller agrees to indemnify and hold Konga, its employees and associates harmless from any and all claims brought in the performance of the Services.

Indemnifying Customers:

Konga expects that all products shipped to customers matches the description stated on the site and must be shipped in working condition. If a valid complaint is made by a buyer on hi-tech products or any product listed on the merchant's page within 21 days of purchase For hi-tech products, Konga reserves the right to hold on to the revenue for them or deduct the value from the seller's account pending payment. Not complying with this term will lead to the termination of the store on Konga marketplace.

9. Terms & Conditions

Either Party shall have the right to terminate this Agreement for cause immediately and without notice in the event of a breach of the obligation under this Agreement by the other Party.

Konga has the right to evict the Seller from Konga if any, or a combination, of the following breaches are committed:

- Fails to make a product that has been ordered for on Konga Mall available for delivery within three (3) business days after it was supposed to be available for delivery;
- Provides fake, inferior or substandard products that have been sold as genuine;
- Provides used, refurbished or damaged products that has been sold as new or unused;

- Lists and sells products that have not been authorized for sale by the appropriate regulatory body (including but not limited to the NCC, NAFDAC etc);
- Fails to meet the Quality Of Service Standards (QOS) as defined in the SellerHQ ratings system (details on request);
- Engages in any activity which would be considered illegal under Nigerian law, or engages in any activity that could be considered as fraudulent or misleading;
- Engages in any activity that brings Konga, or any of Konga's partners or other mall vendors into disrepute.

Konga reserves the right to alter these QOS rules at any time, and in the event of any changes Konga will inform the Seller by publishing the same on Konga's website. Konga will send a formal warning to the Seller after each incident.

10. Policy on Counterfeit, Refurbished and Unauthorized Products on Konga Mall

Konga is committed to delivering stellar services to its customers at all times, and we strive to ensure that all products sold via the Konga Mall and shipped to our buyers are held to the same high quality standards. Konga Mall has zero tolerance for counterfeit products, therefore any store that sells unoriginal, fake/replica, refurbished or unauthorized items on Konga will be automatically suspended and the authenticity of the products will be investigated. If the merchant is then proven to sell these items, the store will be permanently prohibited from selling on Konga Mall. This policy excludes official replica items produced and sold by authorized brands and organizations.

11. Force Majeure

The Parties agree that there shall attach no liability for any inability to carry out any obligations under this Agreement if is attributable to an event of force majeure including but not limited to systems downtime, server failure, civil commotion, strikes or lock outs, war, flood, insurrection and other acts of God PROVIDED however that where an event of force majeure subsists for more than One (1) month the Party affected by such force majeure event shall be deemed to have voluntarily excused itself from the transaction contemplated by this Agreement.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria in force from time to time and any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of courts within Lagos State.