

WOOBOB VENDOR POLICY

If you wish to gain more clarity about the terms of this contract, please contact either the dedicated Vendor Manager or Vendor Support Centre.

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I. SCOPE AND DEFINITIONS FOR THE CONTRACT

(A.) DEFINITION OF THE OBJECT AND PRESENTATION RELATIVE TO THIS CONTRACT.

i. SCOPE: The present contract is established in order to set up the contractual relation between

WOOBOB INVESTMENT COMPANY LIMITED a Limited Liability Company registered under the Companies and Allied Matters Act CAP C20 LFN 2004 with its office at 64 Crescent, Plot 709, Gwarinmpa, Abuja, Nigeria (hereinafter also referred to as "Woobob E-Commerce") of the first part

And, the Vendor

WHEREAS:

- a. WOOBOB INVESTMENT COMPANY LIMITED is in the business of providing and facilitating e-commerce/online shopping experience in Nigeria, via its online retail platform at www.Woobob.com**
- b. The Vendor is a company registered under the laws of the Federal Republic of Nigeria, selling and delivering legally products to final users/customers.**
- c. The Vendor intends to sell products on Woobob's e-commerce platform and Woobob agrees to allow the Vendor to use its website/online/offline**

market platform for this purpose on the terms on conditions contained herein below.

- d. The Parties have thus agreed to enter this Agreement based on the terms and conditions hereunder set out.
- e. This contract expressly supersedes prior agreements or arrangements with the Vendor.
- f. Guidelines available in seller centre may apply to certain services, such as operating model, rules, activity or promotion, and such guidelines will be disclosed in the offline market. Guidelines are in addition to, and shall be deemed a part of, the present Contract for the purposes of the applicable Operating Model, Rules and Services. Guidelines shall prevail over this Contract in the event of a conflict with respect to the applicable Services.

(2) **Customer Satisfaction as the common interest of both parties:** By signing this contract, both parties agree that customer satisfaction is the ultimate interest guiding the commercial actions and behaviours of both parties.

(3) **Acceptance of the contract:**

Every transaction of the Vendor on Woobob's platform is bound to the acceptance of all the terms of this contract as well as the details, annexes and appendices mentioned in this contract and accessible on www.Woobob.com and to Vendor's renunciation to claim any of its own general terms and conditions of sales.

Therefore:

- i. Any condition of sales opposed by the Vendor to WOOBOb INVESTMENT COMPANY LIMITED will be null and void. This agreement will be considered as valid as soon as the Vendor will have signed it or processed an order through Woobob.
- ii. If for some reason and at some point, WOOBOb INVESTMENT COMPANY LIMITED does not demand the fulfilment of one of the terms of this contract, this does not mean that WOOBOb INVESTMENT COMPANY LIMITED will not demand the fulfilment of any other condition of that contract.

(4) **Definition of services:**

Woobob runs and operates a platform that allows Vendors to sell their products to the public over the internet and an adapted partner logistics network.

(5) **Limitation of WOOBOb INVESTMENT COMPANY LIMITED's services:**

The service provided by WOBOB INVESTMENT COMPANY LIMITED is limited to referring customers to the Vendor and accepting orders and payments on their behalf, as well as a supporting range of logistics and marketing services, to be requested and purchased by the Vendor. This support is covered within the agreed upon level of commission and services fees.

(6) Duration and Termination of contract:

This agreement is valid as soon as it is signed by the Vendor or as soon as one order on the Seller Centre is handled by the Vendor. It remains valid until terminated by either party as contained in the termination clause of this contract.

(7) Use of Subcontractors: WOBOB INVESTMENT COMPANY LIMITED may use the services of subcontractors to execute any part of the present contract or any kind of existing or future services Woobob can propose to Vendors and customers.

(B.) DEFINITION OF THE TERMS OF THE CONTRACT AND TERMINOLOGY

In this contract, there are technical wordings specific to e-commerce sector. In this Agreement, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

- a. **WOBOB INVESTMENT COMPANY LIMITED:** This is the name of the owners of the e-commerce platform which shall in this agreement be known as 'Woobob'.
- b. **SELLER CENTRE ACCOUNT:** The dedicated internet website for which the access is provided by WOBOB to the Vendor to manage his products, announces, orders, pricing, sales operations.
- c. **ANNOUNCE:** is a product listed by the Vendor on Seller Centre in order to be sold on Woobob. An Announce is made up of the product name, the product description, pictures of the product and the selling price of the product.
- d. **WOBOB SHOPPING MALL:** (also known as WOBOB OFFLINE MALL) Vendor's stock is stored in WOBOB's warehouse before it is sold. The ownership of the stock remains with the Vendor and WOBOB acts purely

as a guardian of this stock. Items are stored, packed and delivered by WOOBOb.

- e. **CUSTOMER SERVICE**: Customer Service provided by WOOBOb to manage the After Sales relationship, the confirmation of orders and all the relationship between the final customer and WOOBOb.
- f. **VENDOR SUPPORT CENTRE**: support service provided by WOOBOb to solve the issues faced by vendors as well as to help vendors growing their business.
- g. **WAREHOUSE**: The warehouse is that facility of WOOBOb where all the products in Woobob market place are stored and where the orders are processed.
- h. **INBOUND**: Reception department of the Vendor products by WOOBOb and action of accepting and registering stock brought in the Warehouse by the Vendor.
- i. **FINAL DELIVERY**: Transfer of the ownership of the product from the Vendor to the final customer.
- j. **HUB**: A location owned, or operated by WOOBOb or one of its logistics partners where the vendor can drop items and where eligible pick up and returned items can be made.
- k. **CONDITIONS**: means the general terms and conditions set out in this document and (unless the context otherwise requires) any specific terms and conditions agreed in writing between the Vendor and WOOBOb.
- l. **READY TO SHIP**: The products are signalled as being physically available, packed according to packaging Guidelines and ready to be transferred to WOOBOb for delivery.
- m. **BUSINESS DAY**: A day (excluding Saturdays and Sundays) on which commercial banks generally are open for business in Nigeria.
- n. **COMPETITOR**: Any private or corporate person, who directly or indirectly, engages in the sale of goods and services on the internet in Nigeria. For the avoidance of doubt, any person whose direct or indirect business is only partially similar to the aforementioned would still be deemed to be a Competitor

- o. **CONTRACT**: The contract entered into between Woobob and the Vendor to the use of WOOBOb's Platform for the purchase and sale of the Vendor's Goods to customers, howsoever formed or concluded. A Contract shall include any exhibits and documentation expressly referenced therein.
- p. **CANCELLATION**: The fact for the vendor to cancel an order received in Seller Centre. This cancellation can also be called an out of stock (OOS) in communications with WOOBOb's customers.
- q. **FULFILMENT BY VENDOR (DROP SHIPPING)**: some Vendors are responsible for holding of its stock and for providing items in a timely manner and abiding packaging Guidelines to WOOBOb when an order has been placed by the customer. The vendor can use logistics services from WOOBOb to support this process
- r. **IN WRITING/WRITTEN**: includes electronic mail to the e-mail address designated by WOOBOb for the purpose of communication between WOOBOb and the Vendor and any comparable means of communication, so long as such form results in a permanent record being made
- s. **INTELLECTUAL PROPERTY**: any patent, copyright, registered or unregistered design, design right, registered or unregistered trademark, service mark or other industrial or intellectual property right and includes applications for any of them
- t. **ANNOUNCE PRICE**: announce price of the good as set up by the Vendor or modified by WOOBOb in the case of a Promotion for which the Vendors gave express agreement
- u. **PROMOTION**: is a specific and extraordinary commercial event organized by WOOBOb during which it will highlight to its customers certain products sold at specifically attractive conditions. This event can be announced via Seller Centre and WOOBOb may offer its Vendor to add products. The submission of the product is done through the promotion feature in Seller Centre.
- v. **PROMOTION FEATURE**: is available from the main page of the Seller Centre and allow the Vendor to submit products for promotion. WOOBOb then evaluate submitted products and select the best of them. By joining the promotion, the Vendor authorizes WOOBOb to modify the listing price of the submitted products.

- w. **SPECIAL PRICE**: a discounted price that is lower than the original price of the listed product. A special price has a start and an end date.
- x. **CONTACT INFORMATION**: All the correct and up to date information given by the Vendor to allow WOOBOb to reach him/her: one single e-mail address, phone number, Tax ID number and physical address etc.
- y. **ACCOUNT MANAGER**: a WOOBOb INVESTMENT COMPANY LIMITED professional agent specialized in supporting commercial growth and relevancy of a Vendor on the platform. The attribution of an Account Manger to a vendor is solely under WOOBOb INVESTMENT COMPANY LIMITED's discretion.
- z. **SHOP**: all the products listed by the Vendor on WOOBOb platform
- aa. **VALUE ADDED SERVICES**: list of logistics, warehousing, commercial and marketing services proposed by WOOBOb and its partners and affiliates to the Vendor and for which the Vendor can subscribe against the payment of a fee.
- bb. **MAJOR COMMERCIAL EVENT**: A commercial event during which WOOBOb will invest massively in marketing to generate significant traffic, of the highest quality (high willingness to purchase). During those events, WOOBOb will promote only the best offers from Vendors (special prices, promotion).
- cc. **GUIDELINES**: Set of criteria qualifying the rules present in this contract and that the Vendor must respect regarding WOOBOb operating model. Those Guidelines purpose is to aim at achieving the best possible results with regards to ensuring full customer satisfaction. Guidelines are also giving details and pricing to the various services WOOBOb can offer to support that mission. Guidelines are available in the footer of Seller Centre under the tab Woobob Operating Guidelines.
- dd. **STOCK KEEPING UNIT**: describing a unique type or item being sold.
- ee. **CUSTOMER**: Anyone shopping on WOOBOb platform. Woobob is the sole owner of the relationship with the customer. The Vendor is therefore forbidden to use any customer information gathered while operating as a Vendor for its own private or commercial use.
- ff. **VAT**: Value Added Tax as applied per the applicable tax authorities.

gg. THIRD PARTY LOGISTICS: Third party logistics provider, a logistic partner providing the array of logistics services sold by Woobob

hh. TAX IDENTIFICATION NUMBER (TIN): Official Tax Identification Number or any valid tax authorities reference attached to the business of the vendor and registered to legal national authorities.

C. MODIFICATION AND TERMINATION OF THE CONTRACT

(1). Termination of contract by the Vendor:

This contract remains valid for one year extendable by implied agreement until one of the parties terminates it. Vendor may terminate this Contract by means of thirty (30) Days' notice by registered letter with acknowledgement of receipt. In these 30 days, the parties shall continue to comply with all the terms of this agreement. In case of Force Majeure or of non-compliance with the agreements by the Vendor, the contract may be terminated immediately.

(2) Termination of contract by WOOBOB

WOOBOB may terminate immediately this contract if the Vendor fails to meet level of operational performance considered as bear minimum to provide a satisfactory Customer experience of purchase on the platform.

(3) Replacement of an invalid term:

If a term of this agreement is not valid, both parties will work together to replace it with a valid term which is as similar as possible to the invalid one. The validity of the rest of the contract remains unchanged.

(4) Modification of the contract by WOOBOB:

WOOBOB may change this contract at any moment. In that case, WOOBOB will communicate that change to the Vendor through an email and through a notification in the Vendor's Seller Centre account. The Vendor will then have 2 weeks to accept those changes or to communicate its disagreement. If the Vendor doesn't agree within 2 weeks, its Seller Centre Account will be suspended in order to protect the Vendor from operating under un-agreed conditions.

(5) Modification of the Guidelines available in Seller Centre:

WOOBOB may amend terms related to the Guidelines from time to time. Amendments will be effective upon WOOBOB posting of such updated Guidelines in Seller Centre. The Vendor continued access or use of the Seller Centre after such posting constitutes the Vendor's consent to be bound by the Guidelines, as amended.

(D) JURISDICTIONAL COMPETENCY AND GOVERNING LAW

(1) Governing Law: This Agreement is governed and interpreted in accordance with the laws of the Federal Republic of Nigeria.

(2) Competent court: Except as provided for below, any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act (Cap A18) Laws of the Federation of Nigeria LFN 2004). The arbitral tribunal shall consist of a sole arbitrator, to be appointed by the by the parties herein, or in the absence of such agreement, to an Arbitrator appointed by the High Court of the Federal Capital Territory. The place of arbitration shall be in Abuja. Any award by the arbitration tribunal shall be final and binding upon the parties.

(3) Permanency of contractual obligations: Parties to this Agreement shall continue to uphold their respective contractual obligations at all times until the resolution of any conflict or dispute in accordance with the terms of this Agreement.

II. RIGHTS AND OBLIGATIONS OF THE DIFFERENT PARTIES RELATED TO THE OPERATING MODEL

(A.) COMMUNICATION

(1) FROM WOOBOP TO THE VENDOR:

(i). WOOPOP will communicate to the Vendor using the information given by the Vendor to her when registering on Seller Centre. The Vendor is responsible for updating WOOPOP systems and teams within 24 (twenty-four) hours of any change in its contact information.

(ii). Every message sent to the Vendor through his registered email in the Seller Centre Account or via Seller Centre which doesn't receive an answer or written objection within 72 (seventy-two) hours will be deemed to signify an agreement between WOOPOP and the Vendor.

(2). FROM THE VENDOR TO WOOPOP

(i). The Vendor will communicate to WOOPOP using emails, phone, or mobile messaging, in case the Vendor is followed up by an account manager.

Emails and phone contact information can be found up to date in the Seller Centre account.

(ii). The Vendor agrees to share diligently all the information needed regarding his business and operations in order to help WOOBOb resolving his issues operating on the platform. The information shared must be as exhaustive and structured as possible.

(B). EXECUTION

(1). WOObOb'S RIGHTS AND OBLIGATION

(i). The Vendor acknowledges that the relationship between customers and WOObOb is governed by the privacy policy and the general terms and conditions, both available on the website.

(ii) PRODUCT LISTING AND CONTENT MANAGEMENT:

- a. WOObOb will present on the website the products listed by the Vendor that passed Quality Control. The Vendor will be responsible for listing their own products.**
- b. The Vendor grants to WOObOb the perpetual rights to use, reproduce, modify, adapt, publish, translate and create other contents and to distribute the content that the Vendor provides.**
- c. In order to maintain its reputation for quality and high standard of service, WOObOb reserves the right to delist the Vendor and to terminate the relationship with the Vendor if the Vendor repeatedly receives bad reviews or complaints or fails to comply with other Woobob standards.**
- d. If the Vendor is delisted, WOObOb reserves the right to share the Vendor's contact information as well as the content the Vendor created on Seller Centre to woobobgroup.com, unless the Vendor communicates expressly its refusal of such information transfer after receiving notification of the delisting.**
- e. WOObOb offers to the customer the opportunity to evaluate the products on its site. WOObOb will review these evaluations reviews and may publish them.**

(iii.) PRICING:

WOOBOB is not entitled to change the prices of the products listed by the Vendor without express agreement of the Vendor. Pricing can be adjusted 24/7 by the Vendor for any item sold on his account.

(iv.) STOCK LEVEL:

WOOBOB is authorized to accept binding sales on behalf of the Vendor and will ensure that order data is passed on to Vendor through the Seller Centre within one business day subject to holidays and weekends. WOOBOB will process the orders following the Operating Model Guidelines as available in the Seller Centre.

(v.) PACKAGING GUIDELINES:

WOOBOB will provide access to the Vendor for packaging guidelines in the Seller Centre. Vendors are responsible for packaging its items unless vendor decides to subscribe to the packing service provided by WOOBOB. It may as well provide adapted packaging material for sale on Woobob. WOOBOB may conduct tests and audits of the packaging practices of the Vendor and may refuse to ship an order for which the packaging is not matching the Packaging Guidelines. In such case, penalties may be applicable, as stipulated in the packaging Guidelines.

(vi.) RETURNS:

WOOBOB will manage the returns of the Vendor following the General Principles Regarding Process of Returned Items and the Return Guidelines available in Seller Centre. See the return policy.

(vii) COUNTERFEITED PRODUCTS:

WOOBOB may conduct audit and test over the products provided by the Vendor to guarantee that no products sold on Woobob platform are counterfeited products. Such activities would be considered as fraudulent by the Vendor and could lead to immediate legal pursuit and termination of contract.

(viii) PROMOTION FEATURE:

WOOBOB controls the placement of promoted products submitted by the Vendor through Seller Centre.

(ix) PAYMENTS TERMS:

WOOBOB will pay the Vendor for the products sold on Woobob following the payment term Option agreed with WOOBOB.

(x) WEBSITE: WOOBOb may do changes in its website or in its services or suspend its services.

(xi) THIRD PARTY PROVIDER:

WOOBOb will be able to appeal to third party service providers to fulfil some part of the services to the Vendor and to the customer.

(xii) TRAINING:

WOOBOb will provide to the Vendor training material as well as the support needed so the Vendor can build the level of competences and gather the knowledge needed to operate its shop on her platform. Trainings are set up in order to prepare the Vendor to the management of its shop through the Seller Centre. This training may be provided both online or offline. WOObOb reserve the right to charge a fee for certain training program. Vendors may be required to attend training in order to be eligible to sell on the platform.

(xiii) CUSTOMER RELATIONSHIP OWNERSHIP:

WOObOb is the owner of the customer relationship and will share information or data related to customer on 'only a need to know basis' and on the understanding that the Vendor is bound to confidentiality of those information, as well as prohibited to use them in any other usage than the one expected by the operating of the Seller Centre.

(B). VENDOR'S RIGHTS AND OBLIGATION

(1) TRAINING:

Every Vendor is to guarantee that his level of understanding of WOObOb's operating model allows him to operate his shop independently. Training material is offered by WOObOb for the Vendor. This training is set up in order to prepare the Vendor to the management of its shop through Seller Centre. This training may be provided online.

(2) PRODUCT CREATION AND LISTING:

(i). The Vendor certifies that the description of the products listed on Woobob are true, abide by any law applicable to the promotion of a product to an end customer, and is respectful of the product creation Guidelines as communicated by WOObOb and available from the Seller Centre account.

(ii).Every item sold must be identical to its description on Woobob.com and to the image provided. WOOBOb may inspect the products given by the Vendor in order to check their conformity with the specifications mentioned by the Vendor on its Seller Centre and with the standards of quality announced in that agreement. In case of non-conformity with the technical characteristics, with the colour, image or in case of technical default, WOOBOb will be able to return the product to the Vendor (and inflict penalties as stipulated in the Guidelines)

(iii).The Vendor will hold WOOBOb harmless of any suit, dispute arising from presenting on the platform illegal information or products, as well as products he wouldn't have a valid license to operate.

(3) PRICING:

The Vendor is responsible for setting the prices of its products listed on Woobob.com. The price must include taxes and abide by any pricing law in effect for the full duration of the listing. The Vendor ensures that every effort is being made to limit to the minimum number of disputes over its products regarding quality and prices.

(4) STOCK LEVEL:

The Vendor certifies that for all its products listed on Seller Centre, the stock indicated as available is consistent with its real stock immediately available. The Vendor will process the order as per the method he subscribed for, following the detailed Guidelines available on the Seller Centre.

If not selecting Woobob:

The Vendor will process orders and arrange delivery with all reasonable care and diligence the moment receipt of confirmation of sale is received through the Seller Centre. Orders should be confirmed through Seller Centre and dropped off or picked up before the Maximum Time displayed in Seller Centre. Lateness, repeated cancellations or any actions bringing prejudice to the customer purchasing experience will result in penalties applied to the Vendor.

The Vendor will process the orders, prepare the package, the delivery bond, the invoice for the customer, the acknowledgement of receipt.

The Vendor has to name one dedicated employee for the management of its stock on Woobob.

If for any reason the vendor is unable to fulfil orders for a substantial period of time, the vendor must turn off all SKUs of his store at least five business days before his departure to avoid failure to fulfil new orders.

(5) PACKAGING GUIDELINES:

The Vendor will package each processed order following the Woobob Packaging Guidelines as available in the Seller Centre. If the products packaged by the Vendor and received by WOBOB are not following the Guidelines, the package can be returned to the Vendor. Disrespect of these Guidelines may result in penalties or delisting of the Vendor.

(6) RETURNS OF PRODUCTS:

The Vendor commits to respect both the General Principles Regarding Process of Returned Items mentioned in part V(c) of the present contract and the Return Guidelines available in Seller Centre.

(7) GUARANTEE OF PRODUCTS:

The Vendor commits into providing a manufacturing warranty guarantee to its products and/or to replace all defective products (Dead on arrival). The details of the warranty provided for the products must be explicitly stated on the announce.

(8) COUNTERFEITED PRODUCTS:

The Vendor commits into providing only genuine products and to abide by every applicable law and regulations regarding sale of products to an end customer. Any disrespect of this term may lead to immediate termination of the contract, and the Vendor shall keep WOBOB harm free from any dispute regarding a breach of such laws and regulations.

(9) PROMOTION FEATURE:

When the Vendor submits its products for promotions using the promotion feature in the Seller Centre, the Vendors agrees to sell on Woobob.com for the period mentioned in the promotion description at the price entered in the promotion feature. When joining a promotion, Vendors agrees with WOBOB to change the price of its listed products during the agreed period and respect the promotion Guidelines as available in Seller Centre.

(10) PAYMENTS TERMS:

The Vendor will be paid following the payment term option(s) agreed with WOBOB and available in the Seller Centre.

(11) MAJOR COMMERCIAL EVENTS:

When joining major commercial events on Woobob by proposing products to be added to promotion and subjected to receive traffic, the Vendor agrees to respect the Commercial Events Guidelines as available in Seller Centre.

(12) CONTENT PROVIDED BY THE VENDOR TO WOOBOP:

The Vendor grants to WOOBOP perpetual rights to use, reproduce, modify, adapt, publish, translate and create other contents and to distribute the content that he provides in order to maintain its reputation for quality and high standard of service, WOOBOP reserves the right to terminate the relationship with the Vendor if the Vendor repeatedly receives bad reviews or complaints, or fails to comply with other standards.

(13) CUSTOMER RELATIONSHIP OWNERSHIP:

The vendor doesn't have the right to contact directly the customers and guarantee that WOOBOP is the owner of the customer relationship.

III. PENALTIES IN CASE OF THE NON-RESPECT OF WOOBOP QUALITY COMMITMENT

Penalties are here to compensate WOOBOP for any extra effort required to meet our Mission of providing quality products at affordable prices to Customers and to protect Woobob's brand best interests. Penalties will be enforced according to the Guidelines below but are not limited to them and are susceptible to be applied to any behaviour in opposition to the Guidelines available in Seller Centre and hurting Woobob's customer interest and / or the Woobob Brand. Financial penalties will be deducted from the pay-out released to the Vendor according to the payment terms Option.

The following list highlights most usual offense that would likely be subject to penalties:

- (1) Counterfeited products and non-conformity of the products**
- (2) Slow fulfilment of orders**
- (3) Cancellation of orders and out of stock**
- (4) Lack of respect of Packaging Guidelines**
- (5) High rate of Returns of products**

(6) Breach/infringement of any law and regulations applicable to trade by the Vendor

The amounts (in case of financial penalties) or procedures (in case of operational penalties) of those penalties are available on the Penalty Guidelines available in Seller Centre and will be deducted from the Vendor pay-out at the frequency described in the Payment terms Options.

III. SYSTEM USAGE AGREEMENT

A. GENERAL CONDITIONS OF USE OF THE SELLER CENTRE

(1) RULE ON THE USE OF THE SELLER CENTRE:

a. Every Vendor who wants to list a product to sell through the Seller Centre has to create an account.

b. An account Seller Centre is private for the Vendor and cannot be transferred or ceased to any third party without the agreement of WOOBBOB. It is forbidden to use the account Seller Centre for different point of sales. Each Seller Centre Account is therefore for one unique point of sale and for one email address.

(2) RULES OF REDACTION OF PRODUCT PAGES:

The Vendor commits into publishing announces only on his behalf. Then, without the agreement of WOOBBOB, the Vendor cannot publish an announcement on the behalf of a third party.

WOOBBOB reserves the right to:

- i. Erase a product page published by a Vendor on the behalf of a third party without any compensation of the Vendor.**
- ii. Remove without notice the Seller Centre account and all the products of a Vendor who would not respect this section and without any insemination.**
- iii. To refuse the whole or a part of product page which would contravene these terms and conditions.**
- iv. To refuse the image proposed by the Vendor for any reason, including but limited to the following reasons:**
 - The quality of this image isn't matching Production Guidelines available in Seller Centre, in terms of quality and accuracy.**
 - If the image can hurt the sensibility of customers or if the image is not compliant with moral ethic.**

An announce cannot be used to promote any other thing than the object of the description.

The 'announces' are classified on Woobob.com following a logic of ranking determined solely by WOBOB. Vendors may where applicable purchase premium placement for their products, as detailed in the Seller Centre Guideline to influence such a position.

It is forbidden to the Vendor to publish different announces for one same product. All the same, it is forbidden to publish different announces for a same product under different categories.

(3) SENSITIVE AND PROHIBITED GOODS:

i. The Vendor takes the full responsibility related to the commercialization of the products sold on Woobob and bears full responsibility for all legal implications related to the damages any products can cause, including but not restricted to, physical and health damages, material damages, loss of business.

ii. The Vendor guarantees that he has the right to sell every product listed on his Seller Centre account and that he is fully compliant with every laws of the country, including tax laws and regulations applicable.

iii. The Vendor, guarantees that when selling sensitive goods (detailed but not exhaustive list of concerned categories and products available in Seller Centre) the Vendor enjoys full authorizations to do so as well as that he respect the storing, processing and selling Guidelines provided by the manufacturer of the product.

iv. The Vendor, if selling items under legal restriction, guarantees that he has all the licenses required to sell such products and that all legal requirements attached to the commercialization on such items are followed and enforced. This may concern registration with the health authority, license to sell, respect the storage conditions attached to each item, respect manipulation rules, and respect of product description legal standards.

- v. If products have a last date of consumption (expiry date), the Vendor ensures that any product sold will give the customer at least 1 year before the last date of consumption.
- vi. The sale of illegal articles is forbidden (below list is non-exhaustive):
 - Currency, valid invoices from any country. Fake money and every product which counterfeits financial instruments.
 - Every financial instrument disapproved by applicable financial controlling authorities
 - Stolen or counterfeit goods
 - Illegal substances and products sold to produce, modify or consume illegal substances. Drugs, medicines, steroids...
 - Plants and animals threatened by extinction. Fur, organs, part of animals...
 - Any explosive material
 - Flammable material
 - Fireworks, ammunitions and every manual which would explain how to build bombs and explosives
 - Articles considered as being part of the historic patrimony
 - Every article related to hacking
 - Weapons and items related to ammunitions, bullets...
 - Fake IDs, fake birth certificate, driving license... Or any fake document
 - Organs
 - Items related to paedophilia, pornography, naked children...
 - Therapies
 - Every item which contravenes intellectual property

(4) TITLE AND DESCRIPTION OF A PRODUCT PAGE:

The only authorized announces are announces in English. The content related Guidelines available in Seller Centre applies to define authorized practices on the platform

The title of the product page has to be limited to the name of its product and to its main specifications (Size, colour etc.). All the remaining part of the description should appear in the description page.

WOBOB reserves the right to modify the title of the product page so that it is conformed to the conditions of use of the Seller Centre.

The product pages are protected by intellectual property.

(5) PRICE:

The only price indicated should be the selling price including applicable tax. This price should not be in the title of the product page.

(6) PHOTOS:

The photos included in the product page have to be related with the article or service proposed. It is forbidden to use logos of brands as a picture. It is forbidden to use the photos of other vendors without their approval. Those pictures are protected by intellectual property. WOOBOb reserves the right to modify the title of the product page for commercial reasons.

(7) TERMINATION OF SELLER CENTRE ACCOUNT:

The Seller Centre account is free and created for an unlimited time. It can be closed at any time and without any notice of the Vendor.

B. COMMITMENT AND GUARANTEE OF THE VENDOR RELATED TO THE USE OF THE SELLER CENTRE.

(1)(a). The Vendor ensures that the content of its product pages complies with the legal obligations of its activity.

b. The Vendor ensures to WOObOb that he is the unique author of the texts, drawings, photographs and other descriptions which makes the announcement.

c. Therefore, the Vendor ensures that he publishes the product page under his entire responsibility (and not that of WOObOb, his suppliers, and any other service provider of WOObOb). The Vendor commits into compensating any person who would suffer from the consequences of an illegal announce.

d. The Vendor recognizes and accepts that WOObOb is entitled to remove without notice or indemnity any announce which would not comply with her rules.

e. Because of the specificity of its services, WOObOb is required to collect personal information about the Vendor.

f. WOObOb can cooperate with authorities and give the identity of the Vendor to the legal authorities if the content of a product page does not comply with the national regulation.

g. For Vendors located abroad, they reserve the right to add the mention "Warning: this announce was placed from abroad".

(2) If the Vendor chooses a Drop shipping procedure, the Vendor commits into selling only goods that he owns or that he is entitled to sell. In case of out of stock

of the product, the Vendor commits into, withdrawing the product page from its Seller Centre.

(3) The Vendor accepts that because of lead-time due to Quality Control, the product page may not go online instantly.

(4) The Vendor knows that data collected on the internet site will be retained by the Internet provider and by WOBOB for statistical use and to answer to demands of any regulators.

(5) To be acceptable, any complaint will have to precisely indicate the defaults of the product page and be transferred to WOBOB by 8 days after the creation of the product page.

IV. GENERAL CONDITIONS OF TRANSACTIONS AND PAYMENT BETWEEN WOBOB AND THE VENDOR

a. GENERAL CONDITIONS OF PAYMENT

(1) PAYMENT BY WOBOB TO THE VENDOR:

Payments done to the Vendor are calculated on the basis of the sum of the selling price including tax of articles delivered to customers deducted from the amounts of products returned within this same period, as well as commissions and penalties. Payment terms applicable are being described in Payment terms Guidelines. *All invoices issued by the Vendor shall be paid for in Naira.*

(2) PAYMENT METHOD:

Payments are done by Bank Transfer. The Vendor must enter its exact and up to date Bank information in the Seller Centre. Method maybe subjected to change as described in the Payment terms Guidelines.

(3) INVOICES:

The Vendor should provide an invoice for the customer printed from Seller Centre when providing to WOBOB the product to be delivered to the customer.

WOBOB will invoice the Vendor for the commission received and for the fees collected as well as for the penalties applied.

Where the Vendor fails to provide WOBOB with an invoice within 14 days of the original request date, the Vendor shall be deemed to have forfeited the value of the order as well as any rights to recover the value of the order.

(4) PAYMENT CALCULATION:

The revenue collected by WOBOB for the Vendor is based on the orders successfully delivered to the customer. Withdrawn of that sum is the value of items which are returned. The Vendor understands that the items shipped but not delivered yet at the moment of the payment are not included in the payment.

Any sums due to the Vendor hereunder may be applied by WOBOB as a set off against any sums owed by the Vendor to WOBOB or against any claims of third parties against WOBOB arising from the Vendor's performance, under any document. At its sole discretion, WOBOB may withhold from payments to be made to the Vendor, amounts legally required to be withheld from such payments and remitted to the taxing authority of any jurisdiction relevant to the transaction.

(5) DOCUMENTS REQUIRED FOR PAYMENT:

Every payment is dependent with the following documents:

This contract electronically signed by both parties;

The delivery receipt given by WOBOB to the Vendor, signed for each item given to WOBOB.

(6) SALES REPORT:

At the end of each period, WOBOB shall issue via Seller Centre a Sales Report for reconciliation of the sales recorded by the Vendor prior to making payments and covering:

- The products delivered
- The products returned
- The products cancelled
- Any other transaction (Fees, Penalties, Correction entries)

(7) PAYMENT SCHEDULE:

Payment Schedule and delays will follow the rules and agenda available in Seller Centre.

(8) RULES RELATIVES TO PAYMENTS: The profit of each transaction is private to the Vendor. It cannot be ceased or transferred without the agreement of WOBOB.

(9) REIMBURSEMENT: There is no reimbursement after the execution of the various operational and marketing value added services WOBOB can provide.

(10) PRICE: The prices are indicated in Dollars and convertible to Nigerian Naira, including and excluding tax.

B. COMMISSIONS AND FEES COLLECTED BY WOOBOB

(1) CALCULATION OF COMMISSION:

The commissions are calculated as a percentage of the full tax selling price and are invoiced full tax. The other fees are invoiced with VAT. Therefore, Woobob collects VAT over the amount of commissions and fees that it withholds according to the regulation applicable.

(2) INVOICE:

As defined by Payment terms Guidelines, WOOBOB invoices the Vendor. On this invoice may be found the commissions, fees for value added services and penalties owed by the Vendor to WOOBOB.

(3) ADJUSTMENT OF COMMISSIONS:

WOOBOB reserves the right to adjust the percentage commission, providing suitable notice of 14 days is served in advance to the Vendor. WOOBOB will duly notify the Vendor through and adequate e-mail notice of any commission changes. This does not cover adjustments that constitute a material change of the contract terms, which would require an additional agreement on the change.

(4) ADJUSTMENT OF FEES:

Woobob may start charging additional fees for the sale of goods through the Woobob platform at any point. In the event of the introduction of further fees, the Vendor will be notified prior to their commencement in writing 14 days prior and they will have the option to opt out.

(5) FEES PRICES:

The price of the different fees, of the paying options is that one in effect on the day of the transaction. WOOBOB keeps for itself the possibility of modifying its prices at every moment.

(6) Commissions collected by WOOBOB: The fact of selling on Seller Centre is the equivalent of accepting these commissions.

V. LOGISTICS

(A). DIFFERENT TYPES OF ORDERS MANAGEMENT

(1) Choice of a logistic procedure: The Vendor has a choice between two different logistics procedures, Woobob First (Fulfilment by Woobob) and Fulfilment by Vendor (Drop Shipping). The Vendor can choose his preferred logistics procedure from what is provided by Woobob.

When creating an account on Seller Center, the vendor is by default operating under Fulfilment by Vendor (Drop Shipping). The Vendor can apply to Woobob First through its dedicated account manager or through the Vendor Support Center.

(2) WOOBOb FIRST:

Vendor accepted to Woobob First will receive a confirmation Email. After being accepted to Woobob First, the Vendor may choose through his Seller Center to put in shipment some part or all of his stock. The Vendor remains the owner of these products during the entire period of deposit. Not any opened or damaged products will be accepted by WOObOB. WOObOB is responsible for any damage done to the Vendor's product while in her warehouse.

(3) FULFILMENT BY VENDOR (DROP SHIPPING):

During a Drop Shipping procedure, the Vendor retains the responsibility of the management of its stock and provides to WOObOB the product ready to be delivered to the customer. WOObOB or any of its contractors oversee the delivery of the product to the final customer.

B. ORDERS MANAGEMENT PROCEDURES

(1) GENERAL PRINCIPLES IN CASE OF DROP SHIPPING:

The Vendor shall process the orders according to the training received from WOObOB and to make sure the product is provided to WOObOB in the following way:

- i. The Vendor will have to provide WOObOB with the ordered products on a timing defined by Guidelines with WOObOB. The order must be confirmed through the Seller Center by the Vendor. That way, the Vendor gives confirmation that the product ordered by the customer is available to be transferred to WOObOB and sold.**
- ii. The Vendor will be able to drop directly his products processed in one of the hub determined by WOObOB. This process is called "Drop-Off". The Vendor will also be able to have its products "Picked-up" by WOObOB or any of its certified contractors.**

- iii. **The Vendor commits into appointing an employee who will be the main middleman between the Vendor and the logistics service of WOOBOb. If the employee is not here, the Vendor will have to replace him in order to make sure that the orders are processed.**
- iv. **The Vendor commits to retrieving items that have been processed for return within the timeline outlined in the Return Guidelines. Failure to do so may result in forfeiture of ownership, as stipulated in the Guidelines.**
- v. **The Vendor commits into processing the order within one working day after its confirmation.**
- vi. **The Vendor commits to ensuring his items are shipped within two business days of processing the item.**

(2) TRANSFER OF RESPONSIBILITY AND OWNERSHIP OF THE GOOD:

- i. **The Vendor shall provide and ensure that in WOObOb's warehouse the products are packed. The transfer of responsibility of the product happens when the Vendor is given the coupon which certifies that WOObOb received the product. Yet, the Vendor remains the owner of the goods until they are sold.**
- ii. **The Vendor will take all the necessary care to protect the goods during transportation.**

(3) TRANSFER OF PRODUCT FROM THE VENDOR TO WOObOb:

- i. **No product damaged before the transfer of responsibility between the Vendor and WOObOb will be accepted by WOObOb. If the product received by WOObOb is damaged, WOObOb will ask the Vendor for the free substitution of this product for a product in good condition.**
- ii. **In case of delay in the sourcing of products, the Vendor will communicate soonest to WOObOb the date when he estimates that the product is ready.**
- iii. **If the Vendor takes more than 2 working days to give the products to WOObOb, WOObOb reserves the right to consider the product as stock out and to cancel the order, and to charge the penalties applicable.**

(4) GENERAL PRINCIPLES OF WOObOb FIRST:

- i. **The Vendor will do a fulfilment request through Seller Center and select from the products created to be transferred to WOObOb'S warehouse.**

- ii. **STOCK RECEIVING:** The vendor will ensure that all the products mentioned in the fulfilment request are the exact products dropped off to WOOBOb's warehouse. The Vendor can drop off its products only during the opening hours of the Warehouse. When dropping its products, the Vendor must provide the list of the products and quantities dropped off to become Woobob's First. The Vendor representatives will wait until full inbounding is done to sign 2 copies of delivery receipt and acknowledging arrival in the Warehouse.
- iii. **STOCK RETRIEVAL:** The Vendor can request from the Seller Centre its stock to be taken out of the warehouse and made available for pick up. When collecting its stock, WOOBOb will provide the Vendor with a detailed list of the products and quantities returned to the Vendor.

C. GENERAL PRINCIPLES REGARDING PROCESS OF PRODUCTS RETURNED

(1) WOOBOb will accept products returned by its customers, if the return reason respects the return policy mentioned on the website and on the Seller Centre.

(2) VENDOR ACCEPTING THE CONDITIONS OF RETURNS OF WOOBOb: The Vendor will accept the conditions of return of WOOBOb, conditions mentioned on Woobob's website and on the Seller Centre. Moreover, the Vendor will revert to his own return policy for all the orders on Woobob.

(3) RETURN CONDITIONS: The Vendor is obligated to accept returns or refunds of Goods on the following cases:

- **Faulty Goods**
- **Incorrect product**
- **Customer's convenience (as long as it is within Woobob's return policy)**

There are three types of Goods return

- **For delivery failures**
- **Unopened returns - For items in whose categories Woobob offers a return policy and for items with visible damages**
- **Opened returns - for manufacturing defects, incorrect product and for categories where Woobob offers an opened returns policy.**

For Customer Convenience, WOOBOb and the Vendor commits to accepting the product returned by the Customer if:

- **Ay Customer seeking to have his product returned to the Vendor by 7 days after the delivery date and through the Customer Service of WOOBOb;**
- **The product sent back is still in its original plastic wrap**

- The product has not been used
- There isn't any missing part of the product
- The customer has conserved and sent back the invoice of the product
- Or, if the item is defective and the customer request a return within 7 days after the delivery date and through the Customer Service of WOOBOb.

The Vendor is required to provide warranty and Service Centre information to WOOBOb for the entire period of the warranty to be shared with the customer.

If an item is rendered unsellable during the delivery process, while the Vendor fully complied with packaging Guidelines at the point of shipping, WOOBOb will bear the cost of return of the item and will pay the value of the item as it has been sold to a final customer.

(4) RETURNS PROCESS AND SPLIT OF RESPONSIBILITY:

In case of products returned, a quality control is done in the warehouse of WOOBOb in order to determine who is responsible for the return of the product.

If the product is in a saleable conditions and If WOOBOb does not want to keep the product, it is returned to the Vendor who becomes again the legal owner of the product. If the Vendor has already been paid for the sale of the product, he shall reimburse Woobob minus the amount of the commission deducted by Woobob when the items was sold.

If the product is defective, a quality control is done on the product by WOOBOb in order to determine who is responsible:

If WOOBOb is responsible for the default of the product, WOOBOb will reimburse the Customer or will replace the product

If the quality control shows that the Customer is responsible for the default of the product, the product is sent back to the Customer and there is no reimbursement.

If the Vendor or manufacturer is responsible for the default, the product is sent back to the Vendor. The Vendor shall reimburse WOOBOb if he has already been paid for the sale of the product.

(5) RESPONSIBILITY OF THE QUALITY CONTROL:

Once the product is returned, WOOBOb has the responsibility of performing a quality control. In case of defect of the product, the quality control done by WOOBOb will always be considered as the only valid control.

(6) DISAGREEMENT OVER THE QUALITY CONTROL:

In case of disagreement over the quality control, the Vendor shall open a dispute procedure. He shall provide WOOBOb with the proofs that the object was working

and had the quality necessary to be sold when he provided WOOBOb with the object.

The dispute case must be opened while the Vendor is in the presence of the WOObOb staff. WOObOb will remain the last arbiter in case of return related dispute.

(7) REIMBURSEMENT OF OBJECTS SENT BACK AND PENALTIES:

If at the end of the return process, WOObOb considers that the final customer shall be reimbursed, WOObOb reimburses the customer and sends an invoice to the Vendor if necessary.

A reimbursement between the Vendor and WOObOb shall take place in the following cases:

- If the product is defective and the Vendor is considered as responsible for this default. In that case, if WOObOb has not paid the Vendor yet, the Vendor will not be paid for the product. If on the contrary, WOObOb has already paid the Vendor, an invoice is sent to the Vendor. He will have to reimburse the full price of the object and the fees for the return of the object.

If the product is sent back by the Customer and is in state to be sold again and the Vendor wants to remain the owner of the object:

- If WOObOb has not paid the Vendor, the Vendor won't pay for the object and if on the contrary WOObOb has already paid the Vendor, an invoice is sent to the Vendor so that he reimburses WOObOb.

(8) MODIFICATION OF RETURN CONDITIONS:

WOObOb reserves the right to modify its return policy at any time and shall immediately give the Vendor 14 days' notice prior to implementing the New Return Policy. The Vendor will accept ALL changes in the return policy.

(9) DELAY IN RETURN OF THE PRODUCTS TO THE VENDOR:

If for any reason, a product is required to be sent back to the Vendor, WOObOb will retrieve the product from the customer and make it available for the vendor at a location of WOObOb warehouse or delivery hub.

(10) FORFEITURE OF OWNERSHIP:

If the vendor doesn't collect the returned products within three (3) weeks following the notification by WOOBOb of the availability of such items, WOOBOb becomes the owner of the returned product.

VI. LIABILITY

A. LIMITATION OF LIABILITY

(1) QUALITY AND AUTHENTICITY OF THE PRODUCTS PROVIDED BY THE VENDOR:
The Vendor indemnifies WOOBOb from all claims arising in relation to matters outside WOOBOb's control, including but not limited to the quality of goods and services provided by the Vendor.

(2) VIOLATION OF LAW BY THE VENDOR:

The Vendor further indemnifies WOOBOb from third parties' claims resulting from any violation of laws and regulations by the Vendor.

(3) MALFUNCTIONS OF SERVICES:

WOOBOb cannot guarantee that its service will be free from all malfunctions, but will exercise all diligent and reasonable care and skill to resolve any such case.

(4) COLLECTION OF VAT:

VAT liability for the product sold rests with the Vendor and WOOBOb will not be responsible for any VAT issues that may arise. WOOBOb will remit and declare applicable taxes, include VAT on the amount of the commission collected for its services.

(5) LIMITATION OF WOOBOb'S SERVICE:

WOOBOb commits into exercising all the necessary care to provide its internet website to the Vendors. Except any written commitment, the service commercialized by WOOBOb is limited to the broadcast of announces, subscription of options and offer of logistics and marketing services.

(6) COMMERCIAL RESULTS:

WOOBOb does not guarantee any commercial results to the Vendor concerning the products that he puts on WOOBOb's platform.

(7) DATA RECORDING:

WOOBOB will not be held responsible for the capture of data done by a third party.

(8) SUDDEN INTERRUPTION OF THE SERVICE OFFERED BY WOOBOB:

WOOBOB won't be held responsible for the interruptions of its internet service, mobile application, mobile website, Android Application and all the loss of data or information stored by WOOBOB which could result of it. The Vendor shall take every precaution to keep all the product page he publishes on WOOBOB's internet website.

(9) PREJUDICES OF THE VENDOR:

WOOBOB will not be held responsible for any prejudice and direct or indirect damages of whatsoever nature done to the Vendor because of the use, interruption or dysfunction of WOOBOB's internet website, mobile website, Android Application or any other service provided by WOOBOB.

(10) LIMITATION OF THE CONTRACTUAL OBLIGATIONS:

WOOBOB, its subcontractors and suppliers won't be held as responsible for any delays or impossibility to fulfil their contractual obligations in case of:

- **Force majeure**
- **Interruption of the Internet website connection because of maintenance operations or refresh of information published;**
- **Momentary inability to have access to the internet website or mobile application because of a technical problem, whatever could be the cause of that problem.**
- **Hack or any other cause which would interrupt the access to the internet network.**
- **Act of God, explosion, flood, tempest, fire or accident**
- **War or threat of war sabotage insurrection civil disturbance or requisition;**
- **Acts restrictions regulations bye-laws prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes;**
- **Interruption of traffic, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Woobob or of a third party);**
- **Interruption of production or operation, difficulties in obtaining raw materials, labour, fuel parts or machinery;**
- **Power-failure or breakdown in machinery.**

(11) AVAILABILITY OF WOOBOB'S WEBSITE:

The Vendor acknowledges that because of the actual technical advancement of telecommunication operators, the permanent availability of Woobob.com cannot be guaranteed.

(12) ACCURACY OF STATISTICS PROVIDED BY THE VENDOR:

Because of the technical limitations and of the architecture of the website, all the statistics provided by WOOBOB are only informative. Those statistics cannot be the cause of any legal action of the Vendor.

(13) ERRORS OR OMISSIONS IN THE INTERNET PAGES OF THE VENDOR:

Except in case of wilful misrepresentation and very serious misconduct, WOOBOB, its subcontractors and suppliers will not have to pay any compensation, financial or of any other nature because of errors or omissions in the product's pages of a Vendor. Especially, in case of such events, the Vendor will never ask for any compensation and will always pay the fees owed to WOOBOB.

(14) RESPONSIBILITY OF THE VENDOR:

The Vendor is responsible for any damage caused to any third party and namely to the company WOOBOB because of the bad or illicit use of its internet website. The Vendor won't engage any legal action against WOOBOB if he himself is sued by a third party because of his misuse of WOOBOB's internet website.

(15) COMPENSATION:

The Vendors commit into compensating WOOBOB, its administrators, managers, owners, employees, subcontractors, suppliers against any loss, expense, damage or cost (including lawyers' fees) which would result of any violation of one of the terms of this contract by the Vendor or of the misuse of the platform provided by WOOBOB.

B. FORCE MAJEURE

(1) The Vendor, WOOBOB, its suppliers, contractors or any other employee of WOOBOB will not be held as responsible for any delay or non-compliance of its services in case of force majeure. The following will be considered as force majeure are the cases usually accepted by the national jurisprudence and the total or partial strikes, lock-out, impossibility to access public transportation, hurricanes, fire, floods, legal modifications of the commercial rules, and any other

case which can't be controlled by either the Vendor or WOOB0B its suppliers or any other subcontractor.

(2) Each party will notify the other party by a notified letter if a case of force majeure takes place.

(3) In case of force majeure, if the contractual obligation can't be respected for more than a month, the parties won't have to respect their contractual obligations anymore without any indemnity of both parties.

(4) The party which is affected by the force majeure shall notify the other part with a notified letter. The affected party will take the necessary measures to limit as much as possible the effects of this force majeure.

VII. PRIVACY

(1) Both parties are obliged to treat confidentially the content of this agreement, as well as all other information and data they acquire in connection with the partnership and not use it for purposes outside the scope of this contract or pass it on to third parties. This obligation is in force for 1 year after the termination of the contract. Both parties are obliged to follow privacy laws and handle accordingly all data related to customers, suppliers and business partners.

(2) Each party commits into treating in confidence any of the information given by the other party because of the execution of the terms of that contract.

(3) Each party commits into using any of the information obtained only for the fulfilment of the terms of that contract.

(4) However, the obligation of conservation of secret does not extend to the information which, at the moment of their transmission, seemed obviously public or known by the public.

VIII. INTELLECTUAL PROPERTY

(1) The Vendor warrants, represents and covenants that its manufacture, sale distribution and use of the Goods do not infringe directly or indirectly any Intellectual Property. The Vendor warrants, represents and covenants that WOOB0B's feature of the Goods on the Platform does not infringe any Intellectual Property, whether directly or indirectly.

(2) The Vendor undertakes and represents to WOOB0B that it has all rights and ownership or is a licensed user of all Intellectual Property in relation to the Goods and the supply of the Goods and is able to grant and hereby grants an irrevocable, non-exclusive and royalty free license to use all such Intellectual Property for the purposes of marketing, promoting and featuring the goods on the Platform. Woobob acknowledges that it will not acquire any rights in respect of the Intellectual Property in relation to the goods and that all those rights and goodwill are, and will remain, vested in the Vendor or the owner of the Intellectual Property (as the case may be).

(3) The Vendor represents and warrants to WOOB0B that it is not aware of any claims made by any third party with regards to the any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claims, demand or action resulting from the manufacture, sale, distribution or use of the goods.

(4) The Vendor agrees to release, defend, protect, indemnify and hold WOOB0B, their affiliates, and their respective directors, officers, employees, contractors, agents, suppliers, users, successors, and assigns, harmless from and against any and all costs (including attorney fees and court costs on an indemnity basis), expenses, fines, penalties, losses, damages, and liabilities arising out of any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claim, demand or action resulting from the advertising, promotion, manufacture, sale, distribution or use of the Goods.

(5) The Vendor shall not be entitled to use any Intellectual Property belonging to WOOB0B without it's prior approval in Writing.