

## **Marketplace Services Agreement**

These terms and conditions stated in Marketplace Services Agreement govern your access and use of Agrimomo marketplace services and the use of any relevant services, information and functions made available by Agrimomo (now collectively referred to as the "Services"). Before using this Services or opening Agrimomo Seller's account ("Seller Account"), you (or "Client", "Seller" or "your") must read carefully on these terms and conditions including policies pertaining to the use of any services made available by Agrimomo (collectively referred to as "Terms of Use"), so that you are aware of your legal rights and obligations with respect to Agrimomo and its affiliates and subsidiaries (collectively referred to as "Agrimomo", "we", "us" or "our").

In this Services, we provide or make available an online platform that provides a place and opportunity for the sale of Goods between you and Customer. The actual contract for sale is directly between you and customer. In this case, Agrimomo is not a party pertaining to any other contract between you and Customer, and accept no obligations in connection of sale of goods except if there is any obligation of Agrimomo provided herein. In addition, you shall be the person who will be responsible for the listing of goods, warranty of goods in which Agrimomo shall not be the person who involves in pre-screening contents or information provided by you. And, Agrimomo reserve the right to remove any content or information posted by you on the Platform under the terms and conditions hereunder.

By accessing and using of Agrimomo Marketplace Services and any relevant services, you agree to be bound by the Terms of Use and any amendments to the foregoing issued by Agrimomo from time to time. If you do not agree to the Terms of Use, please do not access and/or use this Services.

Additionally, you hereby further agree to be bound and consent to the processing of your personal data as described in the Terms of Services of Platform, including but not limited to:

- (a) the Group Privacy Policy and relevant policies published in Platform
- (b) any relevant policies, guideline, rate card and other relevant documentation in connection with this Services published in Platform; and
- (c) any subsequent revision/amendment thereof with or without prior notification.

If you have any questions regarding the Services or Terms of Use, you can inquire to the administer of Platform to help answer questions related to Services or Terms of Use or any relevant issues herein. If you do not agree with any of the Terms of Use, or do not understand the interpretation accurately, or have any objection to the implementation of the Services, please stop accessing the Services.

Upon your access to the Services, you agree that Agrimomo has authority to handle and solve any dispute resulting from the use of Services herein. Once clicking on "I have read and agreed" of the Terms of Use, you agree to accept and be bound by the Terms of Use and any applicable terms and conditions hereunder.

### **1. DEFINITION**

Unless otherwise defined herein, any capitalized terms used but not defined in the Terms of Use shall have the same meanings assigned to such in the relevant terms and conditions.

“Agreement” means the Marketplace Services Agreement, these general terms and conditions, including other attachments and documents incorporated herein or attached hereto.

“Business Day” means a day on which commercial banks of the operating country are open for business excluding Saturday, Sunday and any other days on which the central bank of such operating country announces as a non-business days of commercial banks.

“Customer” means customer(s) who purchase(s) any Goods on Platform

“Goods” means the goods and/or services, including any installment of the goods/services or any parts thereof, which the Seller intends to provide or sell to Customers on the Platform.

“Handling Time” means a period of 2 (two) Business Days after the Goods are ordered by Customers.

“Intellectual Property Rights” means all copyright, patents, utility innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential Information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

“Listing Price” means listing price for any Goods inclusive of Value Added Tax (if applicable) and any other relevant taxes on Platform.

“Platform” means the online open platforms operated by Agrimomo, and offered to Seller and Customer through online channels.

“Platform Rules” means any regulatory documents related to merchant operations that are posted on the Platform, including but not limited to the Seller Help Center.

“Seller Center” means the platform to Seller by Agrimomo to run and manage the Seller’s marketplace account, which is accessible at the URL designated by Agrimomo

“Seller Help Center” means the platform that Seller can access to any related information or to get help with a problem, and also provides Platform Rules, regulations and publications which is accessible at the URL designated by Agrimomo.

## 2. REGISTRATION AND OPENING THE SELLER ACCOUNT

2.1. Before using this Services or opening Agrimomo Seller’s account (“Seller Account”), you need to complete the online registration application on the Platform and comply with the following conditions:

a. You must carefully read and agree to these Terms of Use by clicking “I have read and agreed” button upon your registration for opening the Seller Account; and

b. You must agree to submit the completed application and documentation to Agrimomo including contact person for the purpose of opening the Seller Account which shall be true and accurate, and update immediately if there is any change of such information.

In this regard, once receiving the supporting documents submitted by Seller as described in the Seller Center, Agrimomo shall verify and has sole discretion to accept or deactivate your registration and Seller Account.

Notwithstanding anything to the contrary contained, Agrimomo reserves the right to delist product and/or deactivate the Seller Account which has not submitted the required supporting documents including but not limited to a copy of such licenses, permits or approvals and other additional documents requested by Agrimomo within a specified period.

2.2. You hereby agree that Agrimomo may at all times conduct examination in relation to the validity of any information or documents submitted to Agrimomo or to Platform. In case of any fraud or non-conformity assessed independently is detected by Agrimomo, you agree that Agrimomo may terminate, cancel or block your access and membership to any services on Seller's Account and/or Platform.

2.3. After Agrimomo opens Services for the Seller, the Seller can use his/her username and self-set password to log into the Seller Center to upload and release Goods information to his/her specific shop in accordance with the Platform Rules published on the Seller Help Center.

2.4. Seller shall be responsible for maintaining the security of his/her password, and will not disclose the password to any third party (other than person authorized by Agrimomo), and also be responsible for any use of or action taken by those using the password. If the password is compromised, the Seller must change it immediately.

2.5. If you act as a distributor to the Goods, you agree to ensure and secure that you are lawfully authorized to use Services and has Intellectual Property Rights of Goods. The arrangement(s) for the lawful authorization above must be based on commitments and/or agreements with the owner of the Goods. If a dispute arises regarding this matter, you agree to hold Agrimomo harmless against all risks and lawsuits from any other third parties.

2.6. Seller warrants the conditions, quality, authenticity and other specifications of the Goods to Customers, including product title, product image, product video and product description according to the Terms of Use including the Platform Rules and product guidelines published on the Seller Help Center. If Agrimomo suffers any losses as a result of the Seller's products quality problems, including but not limited to the loss of profits and reputation, Agrimomo can require the Seller to bear all the costs incurred and reserves the right to pursue other relevant liabilities against the Seller.

2.7. From using this Services, you agree to receive any email and information from Agrimomo and its business partners.

### 3. SERVICE UTILITIES AND ADD-ONS

Upon your activation in any specific service herein, you may additionally subscribe or request for premium level of the Services in accordance with a separated terms of use and a separated rate of service fee, as announced by Agrimomo from time to time.

### 4. RIGHTS AND OBLIGATIONS OF Agrimomo

Agrimomo may, at Agrimomo's sole discretion, update, amend or modify any Terms of Use or other terms and conditions, the scope of Services, or any documents in connection to this Services, including the eligibility requirement for Seller (e.g. natural person, corporate entity), prohibited items, guidelines, Services Fees and rate card, payment requirements or scope of credential review, additional fees and waivers regarding certain industries. If Agrimomo updates, amends or modifies

any Terms of Use, the scope of Services, Agrimomo will make reasonable efforts to notify Seller of the updates, amendment of modifications including publishing on Platform, by email or by instant message. Seller has the responsibility to check the Platform periodically for such updates and notices. Any modification shall take effect upon publication. By continuing using this Services, Seller agrees to be bound by the updated, amended or modified version. If Seller does not agree to be bound by the updated, amended, or modified version, Seller must notify Agrimomo promptly after such amendment and/or modification.

## 5. DISCLAIMER OF WARRANTIES

5.1. All performances by Agrimomo and any materials are provided “AS IS” and “AS AVAILABLE”. Agrimomo makes no guarantees regarding the success of selling. Seller acknowledges and agrees that Agrimomo cannot ensure that any Goods posted by Seller will be protected from theft or misuse, and Agrimomo will have no liability arising from a failure of any security technology or procedure.

5.2. Agrimomo makes no representations or warranties of any kind, express or implied, for the operation of the Service, or any information, materials, products (including software) or other services including within or made available through any services provided by Agrimomo. You hereby expressly agree that the use of the Services is at your own risk.

To the extent permitted by applicable laws, Agrimomo rejects all express or implied warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. Agrimomo does not warrant that the Services, information, content, materials, products (including software) or other services are included in or made available to you through Services, Agrimomo’s servers or electronic communications sent from Agrimomo is free of viruses or other harmful components.

5.3. Agrimomo will not under any circumstances, be liable to Seller for consequential, incidental, special, punitive or exemplary damages arising out of or related to the transaction contemplated under this Services, including lost profits or loss of business.

5.4. Under no circumstances will Agrimomo or its affiliates total liability of all kinds arising out of or related to this Services (including warranty claims), regardless of the forum and regardless of whether any action of claim is based on contract, tort, or otherwise, exceed the total amount received from Seller by Agrimomo under this marketplace services.

## 6. GENERAL PRINCIPLES

6.1. Provided that the Seller adheres the Terms of Use, Agrimomo agrees to allow Seller to enter the Platform, provided that Agrimomo shall retain the sole discretion.

6.2. When Customers purchase Goods on Platform, Agrimomo shall process each order made by Customers, and forward the processed orders to the Seller. For the avoidance of doubt, each agreement entered into for the sale of Goods shall be a separate agreement entered into by and between Customers and the Seller directly. The Seller agrees to clearly represent itself as the Seller of the Goods to Customers, and shall not represent Agrimomo as a principal or agent of the Seller to the Customers.

6.3. The relationship between the Seller and Agrimomo shall be restricted to that of independent contractors connected for the purpose of providing Platform for the Seller. Nothing contained shall be construed to make one party as the agent of the other for any purpose, and neither of the parties hereto shall have any right whatsoever to incur any obligations or liabilities on behalf of or binding on the other party.

6.4. Any clerical, typographical or other errors or omissions in any acceptance, invoice or other documents on the part of Agrimomo shall be subject to correction without any liability.

6.5. In the event where the Seller appointed an agent(s) to act on his or her behalf, such the agent(s) shall provide legal authorization documents confirming the Seller's consent upon registration.

## 7. PROVISIONS OF GOODS

7.1. The Seller represents and warrants to Agrimomo, that all Goods sold on the Platform, whether manufactured, fabricated, or otherwise produced or provided by the Seller or others, shall:

- a. strictly conform to the specifications, drawings, samples, performance criteria, and other descriptions referred to or provided on the Platform;
- b. be merchantable and fit for the purpose(s) intended;
- c. be the genuine Goods and conform with all laws and regulations, or ordinances and codes including not being prohibited to be sold online;
- d. be free from defects in materials, performance, operation, and workmanship as generally accepted given the nature of the product. For avoidance of doubt, the Seller shall undertake sole liability toward the Customers in accordance with relevant consumer protection law; and
- e. be not illegal, unsafe, restricted or prohibited products which such list shall be published in the Seller Help Center and may be amended from time to time at Agrimomo's sole discretion.

7.2. The Seller further more warrants and represents to Agrimomo that:

- a. all information provided to Agrimomo with regards to the Goods and its content materials is always accurate, up-to-date, and complete in terms of product information, text, logo, trademark, images and any other information related to the Goods for each type of Goods that the Seller make available to be listed for sale through the Platform or to be subject to any other activities provided by Agrimomo as in the format determined by Agrimomo. The Seller will promptly update the information as necessary to ensure accuracy and completeness at all times;
- b. it is owner of the Goods and/or advertiser and/or publisher of the Goods and its content materials listed in the Platform, including being responsible for any claims, disputes or liabilities arising out of such Goods and its content materials listed in the Platform;
- c. all Goods and information of Goods, the offer and subsequent sale of any of the Goods are in compliant with laws and regulations (including all minimum age for product usage, marking and labelling requirements and product warranties) including not containing any sexually explicit or sensitive pictures which might create disputes in the society (except to the extent expressly permitted by applicable law);

d. all formal consents, waivers, approvals, authorizations, exemptions, registrations, licences or declarations of or by or filing with any authority or contracting party which are required to be made or obtained by the Seller in connection with the performance of Services, have been duly obtained. Upon a request from Agrimomo, the Seller agrees to provide a copy of such consents, approvals, permits or licenses to Agrimomo promptly, and Agrimomo reserves the right to immediately cease and delist the existence of the Seller at its sole discretion in case the Seller breaches this Clause;

e. the execution, delivery and performance under this Terms of Use by the Seller shall not violate or conflict, in any material manner, with any law, rule, regulation, ordinance, code, judgment, order, decree or other requirement of any court or of any governmental body or agency thereof applicable to the Seller;

f. agrees to grant Agrimomo a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right (to the extent permitted by law) (which Agrimomo has the right to sublicense) to, in whole or in part, use, copy, amend, adapt, publish, translate, distribute, implement, display or create derivative works from various information about the Seller's online shop published on the Platform, and/or incorporate such information into any other works through any known or later-developed form, medium or technology;

g. allows Agrimomo to use mechanisms that rate, or allow Customers to rate or review the Goods of the Seller and/or performance of the Seller as a seller and Agrimomo may make these ratings and review publicly available;

h. not release on Platform any information to attract Agrimomo's user to trade on any other platform or on Seller's own online sales platform or channel and shall not enclose such information in the courier parcels;

i. without the written consent of Agrimomo, the Seller shall not transfer its rights and obligations hereunder, in whole or in part, to any third party. if the Seller employs a third-party operation agent, all acts of the third-party operation agent are deemed to be implemented by the Seller who shall be fully liable for any legal consequences. The rights and obligations between the Seller and the third-party operation agent are to be settled by themselves without affecting the rights of Agrimomo and Agrimomo's other users;

j. provide warranty for all Goods, as required by applicable laws and recommendation by Agrimomo;

k. in case adding text, disclaimer, warnings, notices, labels or other information of Goods, it should comply with applicable laws;

l. never have been involved in a criminal case or have any criminal record. If the Seller is involved in any criminal case or has any criminal record, it shall be considered as a material breach of this Terms of Use, and Agrimomo shall have the right to terminate this marketplace services immediately;

m. the Seller has been duly authorised by all necessary corporate actions and constitutes a valid and binding agreement of the Seller, enforceable against the Seller in accordance with the conditions herein;

n. procures, required by the applicable laws, the Direct Marketing License issued from the Consumer Protection Commission of the operating country including all necessary licenses, permits or approvals required for the sale of the Goods through Platform during the term, otherwise it shall be deemed as committing a material breach of this Terms of Use;

o. comply with all applicable laws, but not limited to consumer protection regulations and others regulations related to the sale of Goods on the Platform in present and future, including Agrimomo's Anti-Bribery and Corruption Policy published on the Seller Help Center, which may be amended from time to time at the sole discretion of Agrimomo;

p. report Agrimomo immediately, in case Seller finds any suspicious actions rather than ordinary course of business of Agrimomo and to avoid, avert or refuse its involvement, connection and/or relation in any suspicious activities whether it is illegal, fraudulent or any other inappropriate or improper agreements with Customers which may be arisen against any right of Agrimomo, otherwise, it shall be deemed that that the Seller intentionally and materially breaches the spirit under this Terms of Use; and

q. collaborate, assist and support Agrimomo during the term and afterwards when there is any dispute with Customer and/or governmental officer.

7.3. Agrimomo shall have the right in its sole discretion to delay, suspend, delete, or require Seller to not list, any of all Goods that sells on the Platform if it does not comply with the Terms of Use, and all costs and expenses associated thereof will be borne by the Seller.

7.4. Agrimomo may collect Goods affected by defection, faults or non-compliance and substitutes Goods, whereby cost and expenses of such collection and substitution shall be borne by the Seller.

7.5. Agrimomo reserves the right to request Seller to be responsible on compensation for any damage suffered as a consequence of faults, defects and non-compliance, including indemnifying Agrimomo from any cost, loss, expense or damage deriving from any third-party claims, legal actions or proceeding brought against Agrimomo and deriving from or in connection with the sale and use of defective and/or non-complaint Goods.

## 8. STOCK MANAGEMENT AND LISTING PRICE

### Stock Management

8.1. Seller must provide, in the format at any times required by Agrimomo, accurate, updated, complete and sufficient information regarding availability of status, stock level and listing price of each Goods that the Seller make available to be listed for sale through Platform.

8.2. Seller shall be responsible of the management of inventory of Goods via Seller Center which shall be accurate, updated, complete and sufficient information regarding availability of status of stock level, including informing Agrimomo immediately if such Goods are not available.

8.3. If the stock is not regularly updated and at least 1 (one) time per week, or the stock information is inaccurate, it shall be considered as a breach of this Services, and Agrimomo shall have the right to charge the penalty fee according to the rate specified in the Seller Help Center. Agrimomo reserves its right to amend the rate of such penalty fee at any time by providing a 30 (thirty) days prior notice to the Seller.

### Listing Price

8.4. The Seller shall use its best effort to ensure that Listing Price of the Goods on the Platform is lower or at least equal to the price of the same product, appearing on other websites, platforms

and/or retail stores or other market channels. The Seller shall not use the Platform to advertise any lower price on other websites or platforms unless given prior written consent by Agrimomo.

8.5. The price listed by the Seller on Platform will not exceed those offered to other customers purchasing similar Goods in like or lesser quantities under similar terms and conditions. If Seller offers prices to other customers for like or lesser quantities under similar terms and condition during the same time period that are lower than those offered to Agrimomo, then those prices shall become available to Agrimomo at the relevant time.

8.6. If Seller provides incorrect prices, the Seller agrees to be responsible under such circumstances whether in forms of Goods/order fulfilments or monetary compensation to Customers

## 9. ORDER, DELIVERY AND RETURN

### Order

9.1. Upon receipt of an order for the purchase of Goods, Agrimomo shall process such order and furnish the Seller with details relating to the ordered Goods, including the Seller's Stock Keeping Unit ("SKU") or barcode relating to the Goods and the details contained in the Customers' purchase order. In this regard, Seller shall comply with the fulfilment obligation and Handling Time requirements as described in the Platform Rules provided on the Seller Help Center. In case of any delay, either materialized or foreseen, Seller shall be obliged to immediately inform the Customers and Agrimomo of the same in writing as soon as reasonably practicable.

9.2. Seller agrees to be responsible to fulfil any orders for Goods relating to quantity sold through the Platform and/or as communicated by Agrimomo. All orders will be final and may not be cancelled or revoked by the Seller except otherwise provided in this Terms of Use.

9.3. Seller will solely and fully bear all risks of fraud or loss regardless of whether it is attributable by the Seller or Customer. The Seller will promptly inform Agrimomo of any changes to the nature or specifications of the Goods or any pattern of fraudulent or other improper activity with respect to any of the Goods that may result in a higher incidence of fraud or other impropriety involving the Goods.

9.4. Agrimomo may in its sole discretion withhold for investigation and/or refuse to process any agreement between Seller and Customer. Agrimomo may use the services of third party service provider or processor or financial institutions in connection with any transactions occurred on the Platform.

9.5. Seller shall maintain a level of 90 (ninety) percent and above for dispatch of Goods within the Handling Time. Any failure to comply with the provisions hereof shall constitute a breach which Agrimomo is entitled to terminate the Terms of Use forthwith.

9.6. The prices of Goods specified in the order shall not be subject to any variations unless agreed in writing, and shall include the fulfilment services fee, according to the model to fulfil the orders of the Goods by Agrimomo as agreed between the Seller and Agrimomo in relevant related agreements.

9.7. In any event that order is cancelled either by Customer or Seller or for whatsoever reasons, whether or not the Goods has been delivered successfully or not, whether or not the Goods has been delivered in the correct quantity and/or quality, the Seller shall refund the entire payment of such order to the respective Customers. Note that the Seller shall be liable for any charges incurred



by Agrimomo including any commission or Platform fee or any other fees payable to Agrimomo. In the event that Agrimomo incurs any such fees or costs, the Seller shall reimburse Agrimomo for such fees or costs. Note that the refund shall be made within 7 (seven) days from the date that the Customer has informed the seller or from the date that Agrimomo has informed the seller through Agrimomo's communication channel, whichever happens first.

#### Delivery

9.8. Seller shall be responsible for packaging process of the Goods, and all associated costs entirely.

9.9. Any advertisement inside the packaging of the Goods sold through Platform must redirect Customers to the Seller's shop on Platform only. Advertising which is directing Customers to any other platforms except Platform shall be considered as a material breach of this Terms of Use.

9.10. Seller shall be responsible for any costs incurred from the transportation of the Goods. Any costs assessed against or incurred by Agrimomo's delivery model (if any) will be deducted from amounts payable to the Seller, or by other methods at Agrimomo's discretion. Seller shall also be responsible for payment of all customs, duties and taxes and any other charges related to shipping and custom clearance of Goods.

9.11. In case Seller ships Goods from another country, Seller shall be responsible to complete import procedures at Seller's expense (including listing itself as importer/consignee and nominating a custom broker). If Agrimomo is listed on any import documentation, Agrimomo reserves the right to refuse the acceptance of Goods and/or cancel such order covered by import documents and any costs assessed against or incurred by Agrimomo will be deducted from amounts payable to Seller, or by other method at Agrimomo's sole discretion.

9.12. The parties agree that there are following types of delivery model of Goods to Customers whereby the Seller will contact Agrimomo to choose its delivery model to Customers:

#### Type I (Delivery by Agrimomo)

a. Agrimomo shall be responsible for the picking up of Goods at the Seller's appointed location and delivering the Goods to customers. Agrimomo may choose to perform such activities through a third party of its choice provided that the Goods' ownership shall remain in the sole possession of Seller including Goods being in transportation process to the Customers at the address specified in each order unless otherwise agreed in writing.

b. Agrimomo reserves the right to change all fees arising from this provision at its own discretion from time to time as announced in Seller Help Center.

c. Quality control shall be performed by the Seller prior to the time when the Goods are given to logistics provider for delivery to the Customers on behalf of the Seller.

d. The logistics provider shall pick up the Goods at the Seller's site or facility within the Handling Time. If the Goods are not ready and are not in a good packaging condition when the logistic provider arrives at the Seller's site or facility for pickup, such delivery shall be cancelled.

e. The logistics provider shall deliver the Goods to the Customers and collect payment for the Goods if the Goods are ordered on a Cash on Delivery basis (COD).

f. All payments collected from Customers by the logistic provider will be transferred to Agrimomo, which in turn will be transferred to the Seller after the deduction of any relevant costs or fees chargeable by Agrimomo to the Seller. In case where the payment is made by other methods where

Customers pays upfront, Agrimomo shall confirm the completion of the payment to the Seller after the order has been completed.

g. Other terms and conditions under this delivery model shall be subject to logistic services by Agrimomo as agreed between the Seller and Agrimomo in relevant related agreements.

#### Type II (Delivery by Seller)

a. The Seller is responsible for sourcing, storing, selling and packaging all Goods, as well as delivering the Goods to the Customers at the shipping address as specified in each order. In addition, Seller shall be directly responsible for answering any enquires made by Customers including but not limited to enquiries regarding delivery status updates or processing of returned Goods.

b. Agrimomo shall not be liable for any missed delivery, including the quality of Goods during delivery to Customers by Seller or Seller's appointed services provider for whatsoever reasons.

In this regard Seller and Agrimomo may agree and change the delivery model from time to time which the terms and conditions of each delivery services shall be available on the Seller Center. Note that the aforementioned delivery models may not be available in full or in part for Seller or Customer to deploy, or may be terminated, or may be amended entirely subject to readiness and sole discretion of Agrimomo.

9.13. Seller shall strictly comply with Agrimomo's after-sales services policies and other relevant policies in accordance with the Platform Rules published in the Seller Center.

#### Return

9.14. Seller agrees to accept the return of Goods by Customers as required by applicable laws, and responsible for all associated costs incurred, including providing a written notification to Agrimomo, and other obligation as defined in Agrimomo's after-sales services policy and relevant policies available on Seller Help Center.

## 10. RIGHT AND OBLIGATION OF AGRIMOMO

Notwithstanding forgoing in this Terms of Use, Agrimomo reserves the rights, at its sole discretion as follows:

- a. inspect, monitor, and uphold the good public image of the Platform, which Seller must strictly comply with the content rules and requirements as specified by Agrimomo;
- b. delist the Goods that may not contribute to the agreed assortment or when the Seller is deemed operationally incapable or when a complaint regarding the Goods has been asserted by third party or Customers, including the right to place the Goods in any section within the Platform as appropriate;
- c. supervise and check Seller's registered information, uploaded data as well as other information released and transactions conducted on Platform;
- d. immediately inform Seller to correct and/or delete any Goods, information and related content which is illegal and do not comply under this Terms of Use without prior notice, including claim liability against Seller for breach, tort and/or rescind of the Services;
- e. organize promotional activities according to the market condition and/or operation of Seller enrolled in Platform; and

f. require Seller to provide information related to Goods and/or after-sales services, so as to facilitate Agrimomo's reply in case the Customers directly inquire of Platform, and Agrimomo's customer service center. In case Agrimomo is unable to reply or the information is mastered by Seller, Agrimomo has right to require the Seller to reply or give a corresponding solution within a defined time limit; for the Customer inquiries or complaints that Seller does not resolve promptly, Agrimomo has the right to take corresponding measures against Seller.

## 11. FEES, PAYMENTS AND TAX

### Fees

11.1. Seller shall pay Agrimomo the various fees and penalties in accordance with the standards, payment method and the rate published on Seller Help Center. Agrimomo may, at its sole discretion, provide a fee waiver to the Seller over several periods. Any cancellation of the fee waiver shall be notified to the Seller for a period of 30 (thirty) days prior to the effective date of such change. In avoidance of doubt, Agrimomo may charge different fees and penalties by product categories or Seller including but not limited to waiving of fees, penalties, or granting different special privileges by product categories or Seller without notification of reasons to Seller for whatsoever reasons.

11.2. Agrimomo reserves its right to amend the rate of fees, applicable to the Seller, at any time by providing a 30 (thirty) days advance notice prior to the effective date.

11.3. Agrimomo shall issue tax invoices to Seller for any fees, penalties including VAT, payable under this marketplace services corresponding to such settlement.

### Payment

11.4. All monetary settlements and payment under this marketplace services shall be made in local currency that the transaction takes place unless otherwise stated under Agrimomo's sole discretion.

11.5. Agrimomo will collect all payments from Customer (including all cash on delivery payments) as payment processing agent for Seller and will remit such amounts to Seller in accordance with the terms and conditions. As a payment processing agent, Agrimomo shall take no responsibility with respect to legality of the payment transactions between the Customer and Seller made through the Platform. Seller undertakes that all payment transactions are in compliance with applicable laws. For an avoidance of doubt, the Seller acknowledges and agrees that Agrimomo may appoint logistic service provider or carrier to collect payments from Customer on its behalf.

11.6. Agrimomo and Seller shall settle payment of Goods transactions completed on Platform in accordance with the following provisions:

a. If Customer transacts with Seller through Platform, the payment of Goods shall be paid to the bank account designated by Agrimomo or the designated account of third party payment company that is in cooperation with Platform

b. The settlement period, payments due dates and methods shall be available in the Seller Help Center.

11.7. Agrimomo will make payment to the Seller's designated bank account. The Seller must be the bank account holder of bank account in which the Seller has informed Agrimomo upon registration and has attached a copy of the bank account to Agrimomo. If the Seller would like to change their

bank account details, the Seller shall inform Agrimomo 30 (thirty) days in advance prior to the effective date of such change.

11.8. Seller shall make any payment of invoices issued by Agrimomo by means of wire transfer to a bank account designated by Agrimomo, which is subject to change from time to time, within 7 (seven) days from the date of invoices.

11.9. Any amount due to Seller hereunder may be used by Agrimomo to set off any amounts owed by the Seller to Agrimomo, or any claims of third parties against Agrimomo arising from the Seller's performance, whether under any purchase orders or other documents in its sole discretion. In addition, Agrimomo may withhold from payments to be made to the Seller any amounts legally required to be withheld from such payments. The aforementioned off-set amount prior to payment shall include but not be limited to:

- a. All fees and penalty listed as described in the Terms of Use;
- b. Any other sums owed by Seller to Agrimomo;
- c. Any claims of third parties against Agrimomo arising from the Seller's performance under Terms of Use; and
- d. Any amount legally required to be withheld and remitted to tax authority of any jurisdiction relevant to the transaction.

#### Tax

11.10. Seller shall be responsible for all relevant taxes, VAT, duties, fees and other charges arising out of or associated with payment under this Terms of Use.

11.11. Seller agrees to absorb any withholding tax arising under this Services, in accordance with the applicable tax law, for Agrimomo. The Seller shall be responsible for payment of all direct taxes which are imposed on the basis of any profit, net profit, gross income, net income, or capital and any taxes imposed in lieu thereof, and all duties, fees, or other assessments of whatever nature imposed by the relevant governing authorities of any applicable jurisdiction in connection with performance under this Terms of Use.

11.12. Seller agrees that Agrimomo is not agent registrant to issue a tax invoice on its behalf according to the revenue code of the operating country. In avoidance of doubt, Agrimomo may provide the Seller with relevant guideline with regards to valid receipt and/or tax invoice issuance whereby the Seller agrees to comply with relevant law and/or regulation as announced by the relevant consumer protection authorities without fail.

11.13. Agrimomo shall not be responsible for any liabilities, fines, penalties and/or surcharges which may incur due to Seller's compliance or non-compliance to tax laws/ regulations under this Terms of Use.

## 12. LIABILITIES, TERMINATION AND INDEMNIFICATION

### Liabilities

12.1. Agrimomo, at its sole discretion, reserves the right to deactivate Seller's account if Seller fails to comply with the terms and conditions including Platform Rule.

12.2. If Seller's operation fails to meet the requirements of Platform, Agrimomo may notify Seller to remedy within 7 (seven) days from receipt of a notice from Agrimomo of such failure. If Seller fails to remedy within provided period, Agrimomo shall be entitled to terminate this marketplace services, including ceasing services providing to Seller.

12.3. If any of the Goods, released information or after-sales services causes any third party's (including but not limited to the Customers, persons infringed by the Seller's operational activity, etc.) complaint or litigation against Agrimomo and/or the Platform or any investigation conducted by the government authority, Agrimomo and/or the Platform has the right to disclose that Seller is the actual provider of the Goods and to provide the Seller's identification, registration data, contact and transaction information for the complainant or any other relevant authority, and the Seller shall assume full legal liability thus incurred; if it causes Agrimomo and/or the Platform to suffer any loss, Agrimomo has the right to require the Seller to compensate for all losses incurred to Agrimomo and/or the Platform.

12.4. Agrimomo has the right to announce on the Platform regarding the Seller's violation of laws and/or regulations that has been affirmed in any effective national legal or administrative instruments or the Seller's breach of this Terms of Use that has been confirmed by the Seller; in case of Seller's multiple or serious violations of laws and/or regulations or this Terms of Use, Agrimomo has the right to suspend its shop operation, deduct a certain amount from the unsettled amount and/or, at worst, terminate this marketplace services; if such measures are inadequate to compensate for its losses, Agrimomo has the right to claim against the Seller for further indemnification.

12.5. In case any losses (including but not limited to litigation costs, attorney fees, damages, compensation, administrative penalties, travel expenses, etc.) suffered by Agrimomo and/or the Platform resulting from the Seller's provision of false and/or invalid certificates or other relevant proofs for Agrimomo or the Seller's release of wrong, false, illegal and/or inappropriate information or any act in breach of this Services, the Seller agrees that such losses will be recovered by a direct deduction by Agrimomo from the Seller's unsettled payments for Goods, except as otherwise specified herein.

12.6. If the Seller attracts Agrimomo's users in any way to transact on any platform or in any place other than the Platform or in any payment mode other than that designated by Agrimomo, or illegally obtains the system data of Agrimomo, uses the Platform to obtain illegitimate interests or engage in any illegal activity, Agrimomo has the right to confiscate all the Seller's unsettled payment for Goods as liquidated damages and reserves the right to hold the Seller liable for breach of this Services and claim for other compensation.

12.7. Seller undertakes not to sell any illegal, nudity, smuggled, forged, used or ineligible goods or any other unauthorized goods on the Platform; otherwise, Agrimomo may demand the Seller to pay US Dollar 30,000 (Thirty Thousand US Dollars) by making payment in local currency of the country where the transaction takes place by referring to the exchange rate as of the date as informed by Agrimomo, subject to Agrimomo's revision without giving prior notice to the Seller or getting prior Seller's approval, as the liquidated damages, and Agrimomo can simultaneously take other further measures, at its own discretion, including suspending the services provided for the Seller, temporarily closing the backend management account of the Seller, temporarily suspending settlement of unsettled payments, terminating the cooperation, etc. If the liquidated damages are not sufficient to compensate for Agrimomo's losses, the Seller shall compensate the whole losses (including but not limited to indemnification and compensation paid by Agrimomo to its customers,

administrative penalties, litigation costs, attorney fees, appraisal fees, travel expenses, etc.). The payment of the above-mentioned liquidated damages shall not affect Agrimomo's right to make a corresponding deduction from the unsettled amount in accordance with this Terms of Use and the details on the Seller Help Center (if any).

12.8. Seller agrees to pay Agrimomo the penalties according to rates appeared on the Seller Help Center if the situations specified therein occur. Agrimomo reserves its right to amend the rates of penalties at any time by updating such rate, and published in the Seller Help Center.

12.9. In case of the Seller's breach of this Terms of Use and/or violation of Platform Rules, Agrimomo has not only the right to require the Seller to assume the liability for breach of this Terms of Use but also has right to take various measures including immediate removal of Goods from the Platform, suspending the services for the Seller, temporarily close of the Seller's backstage management account, suspending settlement of unsettled payments, terminating the cooperation hereunder, etc.

#### Termination

12.10. Agrimomo may unilaterally terminate this marketplace services upon the occurrence of any of the following events, and Seller shall not be entitled to claim any cancellation fee, other fees or penalties.

- a. Seller being in breach of any obligation, representations and warranties under this Terms of Use, considered as material breach;
- b. Seller in breach of any obligation under this Terms of Use and failing to remedy such breach within seven (7) days from the receipt of written notice from Agrimomo of such breach;
- c. Seller passing a resolution for its winding up or a court of competent jurisdiction making an order for the Seller's winding up or dissolution;
- d. making of an administration order in relation to the Seller or the appointment of a receiver over an encumbrance taking possession of or selling any of the Seller's assets;
- e. Seller making an arrangement or composition with its creditors generally or applying to the Court of competent jurisdiction for protection from its creditors;
- f. Seller ceasing or threatening to cease to carry on business;
- g. Agrimomo reasonably apprehends that any of a.-f. above is about to occur; and
- h. Notwithstanding foregoing, Agrimomo will have right to terminate the marketplace services without cause, at its sole discretion by providing 30 (thirty) days' notice prior to the effective date.

12.11. Upon termination, Seller shall immediately provide written confirmation to Agrimomo of all concluded agreements entered into with Customers, which have yet to be fully performed, and shall be obliged to perform these agreements to its full extent. For avoidance of doubt, the termination shall not in whatsoever manner affect:

- a. the validity of the purchase order made by the Customers before the date of termination;
- b. the rights or liabilities of either Party accrued before the date of termination; and/or
- c. the Seller's warranties to the Goods. After termination of cooperation between the parties, if the Goods quality or after-sales service problems cause any physical injury or property damage to Agrimomo or any third party, the Seller shall assume full liabilities independently.

12.12. Termination only refers to the fact that the parties will not conduct any new cooperation pursuant to this marketplace services, but will not affect the validity of the settlement clause, the liability clause, the representation and warranty clause, the anti-bribery clause, the dispute resolution clause, etc., and the Parties shall continue the exercise and performance of relevant rights and obligations.

### 13. INDEMNIFICATION

Seller hereby irrevocably and unconditionally agrees to release, defend, indemnify and hold harmless Agrimomo, including its affiliates, and any directors, officers, employees, contractors, or agents, against any costs (including attorney fees and court costs on an indemnity basis), fines, penalties, damages, claims and liabilities, arising from, alleged to arise from, or in any way associated with;

- a. any defect in the Goods sold to any Customers, product liability, consumer protection or other similar claim, including but not limit to any deviation or breach of the Scope and Representation of Goods specified herein;
- b. any claim made by any Customers on the basis of any agreements entered into with the Seller;
- c. any negligence or fault of the Seller or its affiliates, and any director, officer, employee, contractor, or agent;
- d. the Seller's failure to comply with the duties specified in this Terms of Use regarding any tax, duties or related payment imposed to Goods;
- e. any violation or breach of any warranties or representations of the Seller or any other provisions specified herein;
- f. 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, manufacturing, sale, distribution or use of Goods or breach against Intellectual Property Rights and warranty by Seller;
- g. any and all claims, damages and expenses regarding returning of Goods; and
- h. any violation, alleged violation, or failure to comply with the confidentiality obligations by the Seller or any person for whom the Seller may be responsible.

### 14. FORCE MAJEURE

14.1. Agrimomo shall not be liable to the Seller or be deemed to be in breach of the Terms of Use by reason of any delay in performing or any failure to perform any of Agrimomo's obligations if the delay or failure was due to any causes beyond Agrimomo's reasonable control ("Force Majeure"). Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Agrimomo's reasonable control:

- a. Act of God, explosion, flood, tempest, fire, terrorism or accident;
- b. War or threat of war, sabotage, insurrection, civil disturbance or requisition;

- c. Acts, restrictions, regulations, by-laws, prohibitions, or measures of any kind on the part of any governmental, parliamentary or local authority;
- d. Import or export regulations from embargoes;
- e. Interruption of traffic, strikes lock-outs or other industrial actions or trade disputes whether involving employees of Agrimomo or of a third party;
- f. Interruption of production or operation, difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- g. Power failure or breakdown in computer, server, or any other related appliances;
- h. Breakdown of internet services, Agrimomo Platform or Seller Center for any reason whatsoever, including massive hacker attack, and invasion or breakout of computer virus, save for the wilful misconduct of Agrimomo;
- i. Major influence caused by change of telecommunication technology; and
- j. Health epidemics declared by World Health Organization

14.2. Upon the occurrence of any of the Force Majeure events set out in the foregoing provision, Agrimomo may, at its option:

- a. fully or partially suspend delivery/performance while such event or circumstances continues; or
- b. terminate this marketplace services so affected with immediate effect by a written notice to the Seller. Agrimomo shall not be liable for any loss or damage suffered by the Seller as a result thereof.

14.3. The Seller shall not be liable for the delayed or total or partial non-fulfilment of its obligation if such delay or non-fulfilment is due to the Force Majeure Event, however, Seller shall notify Agrimomo as soon as possible and provide relevant proofs within 15 (fifteen) days from the date of notice. In case the Force Majeure event prevents Seller from performing its obligation for more than 30 (thirty) consecutive days, the Seller has the right to terminate this Services with a prior notice to Agrimomo.

## 15. CUSTOMER AND RELATED STAKEHOLDER INFORMATION

15.1. Agrimomo shall own all account information of Customer and/or related stakeholders including the information about sale of Goods to Customers and activities with related stakeholders about sale and purchase on Platform, including but not limited to payments, disbursement, delivery, refunds, adjustments and any activities with related stakeholders including but not limited to logistics service providers, retail shops, product/service users, community-based enterprises, cooperatives, etc., whereby Agrimomo shall not be liable to pay any royalties or fees to Seller in connection with the usage of any mentioned information. In avoidance of doubts, regardless of how the account information of Customer and/or related stakeholders may be obtained, if the Customer and/or related stakeholders has rightfully given consent to voluntarily participate in the Platform, it is deemed that Agrimomo shall be the sole owner of such account information of Customer and/or related stakeholders.



15.2. Seller shall not sell, assign, license, publish, lease or otherwise commercially exploit such information mentioned in Clause 15.1, and utilize such information in any manner for its own benefits other than the purpose of this Services.

15.3. Seller shall not carry out any data mining, data compilation or data extraction for the purpose of statistical or trade analysis or otherwise, based on or in connection with such information, which such information shall not be disclosed to third parties without prior written consent from Agrimomo.

## 16. INTELLECTUAL PROPERTY RIGHTS

Seller represents and warrants to Agrimomo that

- a. its manufacturing, sale distribution and use of the Goods do not infringe directly or indirectly any Intellectual Property. The Seller warrants, represents and covenants that Agrimomo's feature of the Goods on the Platform does not infringe any Intellectual Property Rights, whether directly or indirectly.
- b. it has all rights and ownership or it 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 and irrevocable, non-exclusive and royalty free license to use all such Intellectual Property Rights for the purposes of marketing, promoting and featuring the Goods on the Platform. Agrimomo 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 Seller or the owner of the Intellectual Property Rights as the case may be;
- c. it is not aware of any claims made by any third party with regard to any alleged or actual patent, copyright, trade secret, trademark, trade name, or other Intellectual Property Rights infringement or other claim, demand or action resulting from the manufacturing, sale, distribution or use of the Goods; and
- d. it shall not be entitled to use any Intellectual Property belonging to Agrimomo without Agrimomo's prior approval in writing.

## 17. CONFIDENTIALITY

17.1. All Customer's Information supplied, revealed or disclosed in any form or manner to the Seller by Agrimomo, or produced or created by the Seller for Agrimomo are proprietary and confidential to Agrimomo and shall be used solely by the Seller for purposes of this Services. All such Information shall be treated and protected by the Seller as strictly confidential, and shall not be disclosed to any third party without the prior written consent of Agrimomo, and shall be disclosed within the Seller's organization only on a need-to-know basis. Seller shall, in particular, refrain from using any Customers information and data obtained from Agrimomo for its own marketing, advertising and/or promotion purposes.

17.2. Agrimomo may require the Seller's employees and other personnel involved in the performance to execute an individual confidentiality agreement prior to any disclosure. Any non-disclosure agreement heretofore executed by the Seller in connection with Agrimomo's business, this

Terms of Use, or any other contract pertaining to the Goods, is hereby expressly incorporated and shall be part of this Agreement.

17.3. The Seller shall immediately return to Agrimomo any Information provided, either upon demand, or upon termination of this Services, including all copies made by Seller.

17.4. The Seller shall not publicize, disclose, or discuss the existence, content, or scope, whether generalities or details, of this Services or make any reference to Agrimomo, the business of either, or the project for which this Services is made, to any third party by any means, and through any medium (including but not limited to advertising, web site references, photographs, articles, press releases or interviews, speeches or programs) without obtaining the prior written consent of Agrimomo.

17.5. The confidentiality obligations shall survive the termination by whatsoever reason.

## 18. MISCELLANEOUS

18.1. Relationship. Nothing in this Terms of Use shall be construed to constitute that either party, or any of its officers, directors, employees, affiliates or representatives, is a partner, employee or agent of either party or its affiliates, other than the business relationships that derive from this Services and other related agreements relating to the business.

18.2. Non-Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No delay or failure by either party to exercise any of its rights or remedies shall constitute as a waiver by that party of any such rights or remedies and such rights and remedies may be exercised at any time and as often as the party entitled to rights and remedies deem fit.

18.3. Assignments. Neither party shall assign the benefit of this Services or any rights to which it is entitled to hereunder without the prior written consent of the other party save and except it is hereby agreed that no such consent is required by Agrimomo for the transfer and/or assignment of its rights and/or obligations and/or liabilities hereunder to its affiliates and other third parties without notification to the Seller.

18.4. Severability. In the event that any provision(s) herein shall be held invalid, ineffective or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding, or action shall not negate the validity or enforceability of any other provisions hereof. The parties agree to replace the invalid, ineffective or enforceable provision with a provision that is valid, effective and enforceable provision that comes closest to the parties' intention underlying the original provision.

18.5. Version. This Agreement supersedes all previous communications, versions, representations, warranties, agreement, sales pitch and any other undertakings between the parties and may be amended either in full or in part under Agrimomo's sole discretion by giving the Seller a prior notice.

18.6. Notices. Any notice or other communication given to a party under or in connection with this Services shall be in writing and either (i) delivered in person, (ii) transmitted by facsimile, or (iii) sent via-email to the party to which such contact person and address shall be stated in its account in Platform. If the sending party has sent such notice via registered return mail to the other party to the address as specified the Platform, it shall be deemed that the other party has duly received such notice.

18.7. Languages. All communication, documents and execution of services hereunder, unless otherwise specifically designated, shall be in Thai and/or English and/or Vietnamese or any other languages as may be made available by Agrimomo. If there is any inconsistency between all languages, English version shall prevail and govern.

18.8. Governing Laws. These Terms of Use shall be in all respects governed by and construed in accordance with the laws of the country where such transaction takes place.

18.9. Dispute Settlement. In case the Seller is incorporated or situated in a country, the parties have duly agreed to resolve the respective dispute by the competent courts under the relevant laws and regulations in such country where the transaction takes place. In case the Seller is incorporated or situated in overseas, the parties refer to the dispute to the Thai Arbitration Institute (TAI) for arbitration in Bangkok, Thailand in accordance with the TAI rules. The language of arbitration shall be English. The arbitral award shall be final and binding upon both Parties. Arbitration fees shall be paid by the losing Party. Undisputed provisions hereof shall remain in full force and effect during arbitration.