

## Vendor Marketplace Agreement

In order to sell items on brainandpaper.com (the “Site”), you must agree to the marketplace Vendor agreement outlined below, which includes our privacy policy and any other terms and conditions on the Site. By listing an item for sale or purchasing an item on the Site, you agree to be bound by all terms and conditions of this marketplace agreement.

The Site is operated by Brain&paper (“Brain&paper”), which reserves the right to make changes to this vendor marketplace agreement at any time. Changes to this vendor marketplace agreement are effective when the changes are posted to the Site. Continuing to sell items in Brain&paper will constitute your agreement to the new Vendor Marketplace Agreement. It is your responsibility to review the changes and decide if you want to continue to use Brain&paper. Changes to the marketplace Vendor agreement may occur at any time and without notice to you.

### THE MARKETPLACE

Brain&paper provides an online service that allows Vendors to sell their products to buyers. Brain&paper does not act as the agent for either buyers or Vendors. Our service provides a platform for these transactions to take place.

### ACCOUNT SET-UP

You must login with an existing account or complete the Site registration process to create an account with a user name and password (the “Account”) in order to make full use of buying or selling on the marketplace. You are responsible for protecting your password. You must always provide accurate, current and complete information, and you must update such information in a timely manner to maintain its accuracy and completeness. Any use of the Site through your Account will be deemed as being used by you. Brain&paper is entitled to rely on the contact and other information that is supplied to us through your Account. Your Account is non-transferable and non-assignable.

### ELIGIBILITY REQUIREMENTS

Listing items for sale on Brain&paper is limited to parties that can lawfully enter into a contract. Minors are not allowed to buy or sell on Brain&paper. To list items for sale you must supply a means of identification, ranging from National Identity Card, Drivers Licence, Passport or any Government issued identity card and be verified during an online boarding verification phase. You as an individual/organization must also be a citizen/organization in good standing in your country. If you are ever your documents are found not to be correct or misleading for any reason, then your access will be immediately suspended and will require you getting in touch with our support team.

### MARKETPLACE FEES

For all open-market items (i.e., items not on Government contract) sold through Brain&paper, Brain&paper charges the Vendor a flat transaction fee of 2.5% + 15% (Local Transactions) | 3.5% + 15% (Foreign Transactions) . Invoices for platform fees are sent on or about the first of each month for the previous month or withdrawn automatically before Vendor settlement in vendors account. The vendor is responsible for paying platform fees for the previous month. Fees may change at any time with 90 days’

Notice/announcement posted on the site. The fee schedule in effect on the date of sale of the item shall govern the transaction. By listing an item for sale in Brain&paper, you agree to pay the applicable fees and any collection costs related to non-payment of fees.

### **REQUIRED COMMUNICATION**

Brain&paper requires you to provide timely support to the marketplace customers. All messages should ideally be replied to within 24hrs. Please resolve all customer issues related to the Brain&paper marketplace within 48hrs if possible. You are also required to notify Brain&paper when you change the status of an order. Changes in status could include but are not limited to: canceling an order, refunding an order or alerting a customer about a missing item from their order. When you mark an item as shipped with tracking or shipped without tracking an automatic email will be sent to the customer alerting them of the status change.

### **SHIPPING EXPECTATIONS**

All shipping fees are included in your price. All orders should be shipped to customers within the timeframe you have committed to in your item posting. It is your responsibility to deliver the items contained within an order to the Buyer.

### **VENDOR RESTRICTIONS**

Vendors cannot list or sell items that: infringe upon intellectual property rights or are illegal, fake, counterfeit, or stolen. Furthermore, Vendor must meet all customer terms and conditions required by all applicable Federal Acquisition Regulations. Items listed for sale must be listed on the correct item page and an accurate description of the products description must be given. The accounts of Vendors may be limited in a matter that allows them to make a certain amount of transactions within a given time at the sole discretion of Brain&paper. Marketplace transactions must take place between two different individuals, organizations or entities. Brain&paper reserves the right to refuse service to anyone at any time for any reason.

Brain&paper reserves the right to prohibit the sale of any item in the marketplace. At Brain&paper's discretion, products may be removed at any time without notice. The way listings appear in the marketplace may change without notice to users of the marketplace (Buyers or Vendors).

Vendors are expected to only list items and quantities they are capable and willing to sell in the delivery timeframe they specify. Vendors are required to sell items at the price they listed to customers that meet the Vendor's terms. By listing an item on Brain&paper you agree that you have the right to sell the item, that you have access to the item and that your description provided in your listing is complete and accurate. Vendors are required to ship an order by the provided ship. Failure to ship by the provided date may be grounds for termination of your Account. At any point in time Brain&paper reserves the right to require the Vendor to provide a "letter of supply" from the manufacturer.

In consideration of Brain&paper waiving startup fees and extending NET30 payment terms to the Vendor, the Vendor agrees to not directly or indirectly compete with Brain&paper and its successors and assigns by creating or having any ownership stake in a multi-Vendor marketplace for the duration of this agreement and for twelve months following the termination of this agreement. The vendor

acknowledges that Brain&paper shall or may in reliance of this agreement provide the Vendor access to trade secrets, customers, and other confidential data and that the provisions of this agreement are reasonably necessary to protect Brain&paper and its good will. The Vendor agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

## **TRANSACTIONS**

When a buyer completes a purchase on Brain&paper the Vendor will receive an email with a transaction summary and a link to a secure (PCI DSS Compliant) page on the Brain&paper website containing the payment details including the name, billing or shipping address and phone number.

## **TAXES**

It is the Vendor's responsibility to collect and remit any taxes associated with a transaction. Brain&paper will not be held responsible for the collection or lack of collection of any taxes due to the use of Brain&paper. Brain&paper is not responsible for determining when tax should be charged.

## **RETURN POLICY**

For all of your products you will accept, and process returns, refunds and adjustments in accordance with this marketplace Vendor agreement except for visual and downloadable products. The buyer is subject to the Vendor's return policy. You will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to buyers in connection with Brain&paper marketplace purchases and work directly with our credit card processor. You will promptly provide refunds and adjustments that you are obligated to provide and as required by law, and in no case later than thirty (30) days after the obligation arises. If the Vendor sends evidence of the return(s) to Brain&paper, then Brain&paper will provide credit on the following month's invoice to the Vendor.

## **TERMINATION**

Brain&paper reserves the right to monitor Vendor accounts to determine if policies or laws are being broken. Any illegal or fraudulent activity may be reported by Brain&paper to law enforcement or other third parties. Upon termination, Vendor must pay Brain&paper any fees that were incurred prior to the effective date of termination.

## **WARRANTY**

The Brain&paper marketplace (Brainandpaper.com) is provided as is and without warranty. Brain&paper makes no warranties of any kind, expressed or implied. Brain&paper will provide best effort to ensure Brain&paper is available 24 hours-a-day 365 days- a-year, but we do not guarantee Brain&paper will always be available. Brain&paper will not be liable for any loss due to Brain&paper not being available. Brain&paper will not be liable for any loss due to errors in our software or the software of others that we use.

## **INDEMNITY/LIMITATION OF LIABILITY**

You will defend, indemnify and hold harmless Brain&paper and its affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this marketplace agreement; or (ii) your own website or other sales channels, the products you sell, any content you provide, the advertisement, offer, sale or return of any products you sell, any actual or alleged infringement of any intellectual property or proprietary rights by any products you sell or content you provide, or the collection, payment or failure to collect or pay any taxes.

BRAIN&PAPER WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS MARKETPLACE AGREEMENT, THE SITE, THE INABILITY TO USE THE SITE OR THE MARKETPLACE, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO VIA THE SITE.

## **DISPUTES**

You agree to release Brain&paper from claims, demands, and damages related to transaction disputes not directly related to the Brain&paper platform. If a dispute arises, buyers and Vendors are expected to deal with each other to come to a resolution.

## **JURISDICTION**

Any claim against Brain&paper in relation to Brain&paper shall be adjudicated in a court in Nigeria and you agree to exclusive jurisdiction of these courts. This agreement shall be governed by Nigerian law, without regard to conflict of laws principles thereof.

## **CONTENT AGREEMENT**

By agreeing to the marketplace Vendor agreement, you grant the royalty-free use of any content you submit to us. You represent that you own any content you submit to us or you have the right to distribute submitted content. You will be responsible for any violation of rights for unauthorized content.

## **SEVERABILITY**

If any section of this agreement is deemed unlawful, void or unenforceable, then that section shall be deemed severable and the remainder of the agreement will remain in force. Failure to enforce any section of this agreement by Brain&paper does not constitute a waiver of Brain&paper' right to enforce such section or any other section in the future.

## **SIGNATURES**

An electronic signature is any electronic sound, symbol, or process that is related to an agreement and executed with the intent to sign that agreement. You agree that the process of including this document on the marketplace constitutes a binding electronic signature by Brain&paper and that the process of clicking the Terms & Agreement checkbox during the account creation process represents your binding electronic Vendor signature.