

MERCHANT TERMS AND CONDITIONS

Please read these terms and conditions carefully, as they contain important information about your rights and obligations. You can print out these terms and conditions by clicking on the print icon on your browser.

These terms of use explain how you may access and use this eProcurement Platform, our services, applications and tools.

You should read these terms and conditions carefully before using the Platform.

BY CLICKING ON THE ACCEPTANCE BUTTON REQUIRED TO COMPLETE REGISTRATION AS A MERCHANT (MARKED 'DO YOU ACCEPT THESE TERMS AND CONDITIONS?') YOU INDICATE ACCEPTANCE OF THESE TERMS AND CONDITIONS. YOUR ACCEPTANCE MEANS THAT YOU AGREE TO, AND SHALL COMPLY WITH OUR WEBSITE ACCEPTABLE USE POLICY, OUR PRIVACY POLICY, OUR COOKIE POLICY AND OUR WEBSITE TERMS AND CONDITIONS OF SUPPLY AND/OR LISTING. SUCH ACCEPTANCE IS EITHER ON YOUR OWN BEHALF OR ON BEHALF OF ANY CORPORATE ENTITY WHICH EMPLOYS YOU OR WHICH YOU REPRESENT ('CORPORATE ENTITY'). IN THESE TERMS AND CONDITIONS, 'YOU' AND 'YOUR' INCLUDES BOTH THE READER AND ANY CORPORATE ENTITY.

THIS MERCHANT TERMS AND CONDITIONS (this “**Agreement**”), is made as of the successful onboarding of supplier on the website (“**Effective Date**”) between Econet Services (Private) Limited (the “**Company**”) and (the “**Merchant**”).

WHEREAS, the Company has developed a procurement platform that among other things, connect potential buyers and potential sellers, creating an “amazon like” customer journey and experience when big corporates are procuring goods and services (“**eProcurement Platform**”). The eProcurement Platform consists of features set out in Annexure 1.

WHEREAS, the Merchant wishes to offer its goods and services (“**Goods and Services**”) for sale on the eProcurement Platform and wishes to be onboarded as a merchant on the eProcurement Platform.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, the Company and the Merchant agree as follows:

1. Registration. Subject to satisfaction of all onboarding and KYC requirements, the Company will register the Merchant on the eProcurement Platform. The Merchant may only offer its Goods and Services on the eProcurement Platform once registration has been completed.

2. Term. This Agreement shall commence on the Effective Date (when supplier is successfully onboarded and approved as a supplier on the platform) and shall endure for a period of 12 (twelve) months.

3. Fees.

(a) Transaction Fees. The Merchant shall pay the following transaction fee to the Company: 1% of the total costs of the Goods and Services invoiced by the Merchant to the buyer (“**Transaction Fee**”). The Transaction Fee will be withheld by the Company when the Merchant receives payment from the buyer for the Goods and Services supplied through the eProcurement Platform.

(b) Taxes. the Merchant shall be responsible for the payment of any taxes relating to the supply of Goods and Services to the relevant tax authority in Zimbabwe (or such other jurisdictions which the Merchant is deemed to be a tax resident of). The Merchant hereby indemnifies the Company against all penalties, interests, charges, losses, claims, liabilities, damage or expense which the Company may suffer as a result of or which may be attributable to any liability of the Company for taxation in respect of payment made in terms of this Agreement. it is the Merchant's responsibility to determine whether Taxes apply to the transactions and to collect, report, and remit the correct Taxes to the appropriate tax authority, and that the Company is not obligated to determine whether Taxes apply and is not responsible to collect, report, or remit any sales, use, or similar taxes arising from any transaction. For these purposes, “**taxes**” or “**taxation**” shall mean, including but not limited to income tax,

employee tax, value added tax, withholding tax, service tax any other taxes that the Merchant is required to pay and/ or the Company is required by law to deduct.

(c) Expenses. The Merchant shall not incur any costs, expenses or disbursements, without the prior written consent of the Company. All costs, expenses or disbursements must be approved by the Company, in writing before they are incurred by the Merchant.

(d) Currency. All payment to the merchant in terms of this Agreement will be made in US Dollars (USD) or Zimbabwean Dollars by means of electronic bank transfer, less the 1% transaction fee, into the bank account nominated by the merchant.

4. The Transaction Processing Service.

4.1 By registering on the eProcurement Platform, the Merchant authorizes the Company to act as its agent for purposes of

4.1.1 processing payments, refunds and adjustments for its Transactions (as defined below),

4.1.2 receiving and holding Sales Proceeds (as defined below) on your behalf, remitting Sales Proceeds to your bank account, charging your account, and paying the Company and its affiliates amounts you owe in accordance with this Agreement or other agreements you may have with the Company or its affiliates (collectively, the "Transaction Processing Service").

4.2 "Sales Proceeds" means the gross proceeds from any of Your Transactions, including all shipping and handling, gift wrap and other charges, but excluding any taxes separately stated and charged.

4.3 "Your Transaction" means any sale of your items through the Platform.

4.4 The Transaction Processing Service facilitates the purchase of Your items listed on the Platform. Sales Proceeds are credited to a registered Merchant's Payment Account and funds are periodically transferred to the Merchant's designated Ecocash Wallet ("Seller's Account"). When a Buyer instructs us to pay you, you agree that the Buyer authorizes and orders us to commit the Buyer's payment to you (less any applicable fees or other amounts we may collect under this Agreement). You agree that Buyers satisfy their obligations to you for Your Transactions when we receive the Sales Proceeds. Our obligation to remit funds received by us on your behalf is limited to funds that we have actually received less amounts owed to the Company, subject to chargeback or reversal or withheld for anticipated claims in accordance with this Agreement.

4.5 The Transaction Processing Service helps facilitate Your Transactions and neither we nor our affiliates are the purchaser of the Merchant's goods. Merchant will resolve any dispute directly with Buyer and not through the Transaction Processing Service.

4.6 You must provide us true and accurate information when registering and must maintain and update that information as applicable. We may at any time require you to provide any financial, business or personal information we request to verify your identity.

4.7 The Transaction Processing Service is generally available seven (7) days per week, twenty-four (24) hours per day, except for scheduled downtime due to system maintenance.

4.8 As a security measure, we or our affiliates may, but are not required to, impose transaction limits on some or all Buyers and Sellers relating to the value of any transaction, disbursement, or adjustment, the cumulative value of all transactions, disbursements, or adjustments during a period of time, or the number of transactions per day or other period of time. Neither we nor our affiliates will be liable to Seller: (i) if we do not proceed with a transaction, disbursement, or adjustment that would exceed any limit established by us or our affiliates for a security reason, or (ii) if we or our affiliates permit a Buyer to withdraw from a transaction because the Transaction Processing Service is unavailable following the commencement of a transaction.

4.9 If we or our affiliates reasonably conclude based on information available to us or our affiliates that Merchant's actions and/or performance in connection with the Services may result in Buyer disputes, chargebacks or other claims, then we may, in our sole discretion, delay initiating any remittances and withhold any payments to be made or that are otherwise due to you in connection with the Services or this Hosting Agreement until the completion of any investigation(s) regarding any

Merchant actions and/or performance in connection with this Agreement. We will not be liable to the Merchant if we act in accordance with the provisions hereof.

- 4.10 All notices will be sent by e-mail or will be posted on the Platform or by any other means then specified by Us. We will send notices to Merchant at the e-mail address maintained in our records for Merchant. Merchant will monitor his or her e-mail messages frequently to ensure awareness of any notices sent by us. Merchant will send notices to us using the functionality for contacting Us provided on the Platform.
- 4.11 The Company may refuse service to anyone for any reason.
- 4.12 We reserve the right, upon termination of this Agreement or Merchant's use of the Platform, to set off against any payments to be made to Merchant, an amount determined by us to be adequate to cover chargebacks, refunds, adjustments or other amounts paid to Buyers in connection with Your Transactions from Merchant's Account.
- 4.13 Sales Proceeds will be held in an account with the Company (a "Payment Account") and will represent an unsecured claim against the Company.

5. Duties

- (a) The Merchant shall ensure that it adheres and complies with the obligations and responsibilities set out in Annexure 1.
- (b) The Merchant shall ensure that it and all its employees, agents and representatives conduct business in a professional manner at all times during the supply of Goods and Services to the buyer(s).
- (c) In the supply of Goods and Services, the Merchant shall not do or cause anything to be done which has or is likely to have the effect of prejudicing or detrimentally affecting the goodwill, name, reputation, brand and/or operations of the Company and / or the buyer(s).

6. Licence

- (a) Upon successful registration on the eProcurement Platform, the Company hereby grants the Merchant, a non-exclusive and non-transferrable licence to use the eProcurement Platform.
- (b) The Merchant shall use the eProcurement Platform for the sole purpose of supplying Goods and Services to buyer(s) registered on the eProcurement Platform.
- (c) The Merchant agrees not to disassemble, decompile or otherwise reverse engineer the eProcurement Platform or otherwise attempt to derive the source code or algorithms underlying the software / platform, or, copy or modify the software / platform, or allow others to do any of the foregoing.
- (d) Except as agreed between the parties, the Merchant shall not sub-license, sub-contract, assign, distribute or otherwise transfer the eProcurement Platform, the Intellectual Property Rights without the Company's prior written consent. "**Intellectual Property Rights**" means any and all rights in the nature of intellectual property rights anywhere in the world (whether registered or unregistered) owned, possessed or controlled by the Company, directly or indirectly, including, without limitation, patents, trademarks, service marks, design rights, copyright (including all copyright in any designs and computer software), source codes, moral rights, databases, trade or business names, whether capable of registration or not, but including any right to register same.
- (e) The period of the license of the eProcurement Platform shall run concurrently with the term of this Agreement. Accordingly, if this Agreement expires or is terminated by either Party for any reason, then the use and license of the eProcurement Platform shall also simultaneously terminate.
- (f) The Company reserves the right to disconnect / suspend or terminate the use of the eProcurement Platform at any time, if it determines, at its sole discretion that the licence is being used unlawfully or for purposes other than authorised in terms hereof or that the Merchant is not complying with the terms and conditions of this Agreement. Upon the termination of the licence by the Company in terms of this clause, the provisions of this Agreement shall also terminate.

7. Intellectual Property Rights.

(a) The Company shall retain and own all right, title and interest in and to the eProcurement Platform and all Intellectual Property Rights therein.

(b) Client shall use all reasonable endeavours to safeguard the Company's Intellectual Property in relation to the eProcurement Platform and to report promptly to the Company any third party claim relating to the eProcurement Platform after such claim comes to the attention of the Merchant, directly or indirectly.

(c) The Merchant acknowledges that it acquires no right under this Agreement to the eProcurement Platform other than the limited licenses expressly granted in this Agreement.

(d) Neither Party shall use the trademarks or trade names of the other Party or any word, symbol or design confusingly similar thereto, as part of its corporate name, or as part of the name of any product without the prior written consent of the other Party.

8. Data.

(a) The Company retains all rights, title and interest in all Data generated from / stored on the eProcurement Platform. "**Data**" means any user data inputted by the Merchant or generated by the eProcurement Platform from the Merchant's use of the eProcurement Platform.

(b) The Company grants the Merchant, a royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable licence to use the data generated from its supply of Goods and Services by any buyer, during the term of the Agreement solely for internal renew and analysis purposes only.

(c) The licensing of the data shall not be construed as transferring the ownership rights or other rights with respect to the data to the Merchant.

(d) To the extent that a party generates a machine learning model ("**ML Model**") that is derived or trained, in whole or in part, from any of the data then all Intellectual Property Rights relating to the ML Model shall vest with the Company.

9. Breach.

(a) The Company shall be entitled to terminate this Agreement immediately and claim for damages, if the Merchant:

(i) is in breach of any of its obligations in terms of this Agreement, and fails to remedy that breach within 14 (fourteen) days of receipt of a notice requiring that the breach be remedied; or

(ii) commits an act of insolvency, is placed under judicial management, or is wound-up (whether provisionally or finally); or

(iii) compromises with any of its creditors or endeavours or attempts to do so; or

(iv) has made any incorrect or untrue statement or representation in connection with this Agreement, or its financial affairs, or any particulars thereof; or

(v) does or suffers to be done anything which might prejudice the Company or any of the buyer's rights under this Agreement, or which might cause the Company or any of the buyers to suffer any loss or damage; or

(vi) ceases or threatens to cease to carry on business or suspends payment of all or substantially all of its debts or is unable to pay its debts as and when they fall due.

(b) Termination of this Agreement pursuant to this clause 8 shall be without prejudice to the rights of the Company arising in respect of any breach of this Agreement at any time prior to termination, to either claim specific performance of the terms of this Agreement, or to cancel this Agreement forthwith and claim and recover damages from the Merchant.

(c) Upon termination of this Agreement for any reason whatsoever the Merchant will immediately (i) cease to use the eProcurement Platform and any Intellectual Property Rights and data of the Company and (ii) pay all outstanding fees and costs up to and including the date of termination to the Company.

10. Choice of Law. This Agreement shall be governed by and construed in accordance with the Law of Zimbabwe, without regard to conflicts of laws principles thereof.

11. Dispute Resolution.

- (a) Committee. Any dispute which arises between the Parties and which cannot be resolved by them amicably or via the contract governance structures, shall be referred to arbitration.
- (b) Urgent interim relief. This clause shall not preclude either party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- (c) Arbitration provisions. The arbitration referred to above shall be held:-
- (i) at Harare in the English language; and
- (ii) immediately and with a view to its being completed within fourteen (14) days after it is demanded;
- (d) Parties to be bound. The Parties irrevocably agree that the decision in arbitration proceedings:
- (e) shall be final and binding upon the Parties;
- (ii) shall be carried into effect; and
- (iii) may be made an order of any court of competent jurisdiction.
- (f) Costs. The costs of the arbitration shall be determined by the arbitrator.
- (g) Severability. This clause 11 is severable from the rest of this Agreement and shall remain valid and binding on the Parties notwithstanding any termination of this Agreement.

12. Confidentiality. The Merchant shall, in the course of supplying Goods and Services to buyers through the eProcurement Platform or by virtue of his association with the Company, come into possession of and have access to the Confidential Information of the Company. The Merchant undertakes that he will not, whether during the course of this Agreement or at any time thereafter, use or divulge any of the Confidential Information of the Company to any unauthorised party, unless it is required in the supply of Goods and Services. “**Confidential Information**” means the Company’s information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, and includes, without limitation:

- (a) all information or data which by its very nature or content is, or ought reasonably to be, identifiable as confidential and/or proprietary to the Company, and which comes to the knowledge of the Merchant by whatsoever means;
- (b) information and data, business information, technical, scientific, political, market, financial and commercial information, information pertaining to the Company’s information technology information and data, of whatsoever nature, financial statements (including valuations and forecasts), know-how, trade secrets, processes, proposals, presentations, in whatever form that the Company may disclose to the Merchant ;
- (c) data and information, whether developed or being developed, relating to the Company’s business activities, business relationships, architectural information, networks, products, services, facilities, demonstrations, policies, processes, methodologies, formulae, staff and contractors; and
- (d) any intellectual property (i.e. trademarks, patents, tradenames, inventions) that is proprietary to the Company or that is proprietary to a third party and in respect of which the Company has rights of use or is in possession thereof.

13. Relationship.

- (a) The relationship between the Company and the Merchant will be that of an independent contractor. This Agreement will not constitute nor should it be construed to constitute a contract of partnership, joint venture or employment relationship between the Company and the Merchant.
- (b) The Merchant will at all times retain its independence from the Company and not be part of the Company’s organization

14. Modifications. Any waiver, alteration, amendment or modification of any provisions of this Agreement shall not be valid unless in writing and signed by the Company and the Merchant.

15. Assignment. The Company may assign its rights and delegate its obligations under this Agreement to any successor-in-interest to its business. Except as provided in the previous sentence, neither party may assign any of

its or his rights or delegate any of its or his duties under this Agreement without the consent of the other and any attempted assignment in violation of this provision shall be void.

16. Entire Agreement/Prior Agreement. By entering into this Agreement, the Merchant grants the Company a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of the content you submit to the Merchant and its affiliates, and to sublicense the foregoing rights to our affiliates and operators of any website or other online point of presence (other than the Site) through which the Site and/or products or services available thereon are syndicated, offered, merchandised, advertised or described; provided, however, that we will not alter any of your trademarks (i.e., trademarks of yours that you provide to us in non-text form for branding purposes that are separate from and not embedded or otherwise incorporated in any product specific information or materials) from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of your trademarks (provided you are unable to do so using standard functionality made available to you via the Site or Services); provided further, however, that nothing in this Hosting Agreement will prevent or impair our right to use without your consent the content and any other materials provided by you, to the extent that such use is allowable without a license from you or your affiliates under applicable law (e.g., fair use under copyright law, referential use under trademark law, or valid license from a third party). You represent and warrant that you own or otherwise control all of the rights to the content you submit to Econet Services and its affiliates, and that the use of such materials by Econet Services and its affiliates will not infringe upon or violate the rights of any third party.

The provisions contained herein constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede any and all prior agreements, understandings and communications between the parties, oral or written, with respect to such subject matter.

17. Illegality. If any provision of this Agreement is determined to be illegal, void or unenforceable in whole or in part, such provision or the affected part shall be deemed not to form part of this Agreement but all other provisions together with the remainder of the affected provision shall remain in full force and effect.

18. Whole Agreement. This Agreement constitutes the entire Agreement between the Parties in respect of the subject matter hereof and neither Party shall be bound by any undertakings, representations, warranties or promises not recorded in this Agreement.

19. Counterparts. This Agreement may be executed in one or more counterparts, which shall, collectively and separately, constitute one agreement.

ANNEXURE 1 – MERCHANTS’ RESPONSIBILITIES

1. The Merchant will provide, at its own costs, all customer support (including but not limited to warranty claims, repair, replacement, returns and refunds etc.) to buyers that procured Goods and Services through the eProcurement Platform;
2. The Merchant will be responsible, at its own costs, integrate its system with the eProcurement Platform;
3. Unless otherwise mutually agreed to by the Merchant and the buyer, the Merchant will deliver all Product to the location designated by the buyers. The Merchant will handle, pack, mark, and deliver the Goods and render the Services in accordance with generally accepted standards for similar goods and services, and will use packing and labelling specifications that buyers reasonably requires. The Merchant will mark the Goods and packaging with the country of origin as required by applicable Law, and provide a certificate of origin and any other documents required for customs clearance or tax purposes.
4. The date of delivery of Goods and Services is a material term of this Agreement, and time is of the essence for all supply of Goods and Services. The Merchant will not supply Goods and Services before the agreed delivery date without the applicable buyers prior written consent;
5. If supply of Goods and Services is delayed by more than 3 days beyond the agreed delivery date, the buyer may cancel the order by written notice to the Merchant within 3 days of expiry of the original agreed delivery date, without any liability to the Merchant;
6. The Merchant warrants that (a) all Goods supplied will be new and unused; (b) all Goods and Services will be provided with standard product warranty from the manufacturer and it is the obligation of the Merchant to disclose the warranty terms of each Goods and Services to the buyer; (c) all Goods and Services will be provided with good and marketable title, free and clear of any and all liens and other encumbrances; (d) the Goods and Services will not infringe, misappropriate, or otherwise violate any third party Intellectual Property Rights; (e) the Goods and Services will conform to all the requirements of applicable Law, including all applicable health, safety, and environmental regulations, (f) all Goods and Service will be delivered to the buyers free of any third party licences (or if third party licence is required, the Merchant will secure the use of such third party licence free of any additional costs for the buyer.

