



## Marketplace Vendor Agreement

This LittleFish Seller Contract consists of two parts:

(1) the Seller Terms and Conditions; and (2) the General Terms and Conditions of Use of the Marketplace

### Seller Terms and Conditions

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#### 1. Introduction

1.1. Nybble Technologies (Pty) Ltd (“Nybble” or “we” or “LittleFish”) operates an e-commerce platform consisting of a website and mobile application (“marketplace”), together with supporting logistics and payment infrastructure, for the sale and purchase of consumer products in various territories (“territory”).

1.2. These seller terms and conditions shall apply to all sellers on the marketplace, together with our general terms and conditions of the use of marketplace.

1.3. If you register with our marketplace as a seller:

1.3.1. you accept these seller terms and conditions, the general terms and conditions, and the LittleFish codes of conduct, policies and guidelines, and as may be amended by LittleFish from time to time and which form an integral part of the terms upon which you may use the marketplace;

1.3.2. we will ask you to expressly agree to these seller terms and conditions; the general terms and conditions; and the LittleFish Codes of conduct polices and guidelines, by clicking to confirm that you agree (and such electronic signature shall be considered as an original signature for all purposes); and/or by physical signature, if required by the laws of the territory.

1.4. You may not register with our marketplace as a seller, if you are an employee of LittleFish or a family member of an employee of LittleFish, unless LittleFish has approved the registration pursuant to its conflict of interest procedures.

#### 2. Seller stores

- 2.1. If you register with our marketplace as a seller you will be able to create a store on the marketplace, using the “LittleFish” portal.
- 2.2. Seller stores that are submitted may be reviewed for approval, at LittleFish’s discretion, before they are operational.
- 2.3. You shall be solely responsible for your store, listings and products and you hereby agree that:
  - 2.3.1. you shall obtain any licenses required for sale of your products on the marketplace; and
  - 2.3.2. to the extent required by applicable law, you shall register with relevant tax authorities and pay all relevant taxes in relation to your product sales.
- 2.4. You understand and agree that you may operate more than one LittleFish account for a legitimate business reason and this shall be determined at LittleFish’s discretion. You shall notify LittleFish if you (or a person or entity related to you) opens a LittleFish account that is not legitimate.
- 2.5. You shall conduct your business on the marketplace:
  - 2.5.1. with skill and care, and by co-operating with and acting in good faith towards LittleFish, buyers and 3<sup>rd</sup> party providers;
  - 2.5.2. in compliance with the LittleFish Partner Code of Conduct, and other LittleFish codes, policies and guidelines as published on the marketplace from time to time;
  - 2.5.3. in accordance with ethical business practices and industry best practice; and
  - 2.5.4. in compliance with all applicable laws in force from time to time, including, without limitation (i) all laws, statutes, regulations and other enactments of the territory (ii) the Prevention and Combating of Corrupt Activities Act; (iii) Financial Intelligence Centre Act; (iv) all other anti-bribery and corruption, anti-money laundering and anti-terrorism laws; and (v) any trade or export sanctions or restrictions imposed by the South Africa, the African Union and/or the United Nations.
- 2.6. Without prejudice to our other rights, we reserve the right to reject, unpublish and/or delete any seller store that breaches these seller terms and conditions, the general terms and conditions, or any LittleFish codes, policies and guidelines.

### 3. Product listings

- 3.1. You shall be responsible for listing your products on the marketplace by uploading them using the LittleFish app on a completed product page which shall include prices, detailed information, specifications and images in respect of each product.
- 3.2. You may not publish more than one listing in respect of each product.
- 3.3. You agree to be solely responsible for all listings submitted to our marketplace and you agree that all listings must:
  - 3.3.1. constitute bona fide listings relating to products that comply with the categories and rules set out at section 4;
  - 3.3.2. comply with the rules on content in the general terms and conditions and further particularised in the Content and Image Guidelines; and
  - 3.3.3. include all such information, specifications and guidelines as may be required pursuant to all applicable laws and regulations, including in respect of consumer protection.
- 3.4. Listings that are submitted may be individually reviewed and approved, at LittleFish’s discretion, before they are published on the marketplace, and you acknowledge and agree there may be a lead time between submission of the product page and the publishing of the Product page on the marketplace due to time required for LittleFish quality control operations.
- 3.5. Without prejudice to our other rights, we reserve the right to reject, unpublish and/or delete any listings that breach these seller terms and conditions, the general terms and conditions or any LittleFish codes, policies or guidelines.

3.6. You acknowledge and agree that:

3.6.1. notwithstanding that we may approve any listings, you shall be fully responsible for the same; and

3.6.2. we reserve the right to impose penalties for breach of this section 3, without prejudice to our other rights.

3.7. You must keep your listings up to date. In particular, you must deactivate any listings in respect of products that have ceased to be available.

#### 4. The products

4.1. The only products that may be the subject of a listing on our marketplace are products falling within the product categories specified on the marketplace.

4.2. You must not advertise, buy, sell or supply through our marketplace any product that:

4.2.1. breaches any laws or regulations, or infringes any person's intellectual property rights or other rights, or gives rise to a cause of action against any person, in each case in any jurisdiction and under any applicable law;

4.2.2. consists of or contains material that would, if published on our marketplace by you, contravene the rules on content in the general terms and conditions; or

4.2.3. is or relates to: drugs, narcotics, steroids or controlled substances; pornography; obscene, indecent or sexually explicit materials; swords, firearms or other weapons; ammunition for any weapon; or items that are otherwise prohibited pursuant to the Prohibited and Restricted Products Policy, as may be amended from time to time, or any applicable law.

4.3. We operate a zero tolerance approach to counterfeit products and any attempt to sell counterfeit products on the marketplace, or other breach of our Anti-Counterfeit Policy may result in the penalties specified in the Merchant Seller Penalty Policy which include financial penalties, permanently prohibiting you from using the marketplace, and potentially in prosecution.

4.4. Promptly, following receipt of a written request from us, you must supply to us any information and documentation that we may reasonably request in order to verify the authenticity of products.

#### 5. Pricing

5.1. All prices of products shall be stated inclusive of VAT and any other tax applicable to the transaction and in the currency of the territory.

5.2. You shall be solely responsible for setting the price of your products on the marketplace, which may be amended through LittleFish from time to time, including for the purpose of any seasonal or other discounts.

5.3. The pricing of your products shall comply with all applicable laws, including competition laws.

#### 6. Fulfilment, packaging and delivery

6.1. Upon receipt of a confirmation of sale from LittleFish, you shall:

6.1.1. process the order by packing and labelling the product(s) in accordance with the Packaging Guidelines; and

6.1.2. deliver the products to our drop off point in accordance with the timelines, opening hours and procedures specified in the Delivery Guidelines.

6.2. Section 6.1 above shall not apply in the event that you request, and we approve in writing, delivery by consignment, which shall be managed in accordance with the LittleFish Express Guidelines.

6.3. We may inspect any or all products we receive and we reserve the right to return to you any product that fails to meet the packaging requirements set out in the Packaging Guidelines or that fails to pass our quality control checks or any other product requirements

set out at section 4.

6.4. You shall retain title to and ownership of the products until such time as the products are paid for in full by the buyer to LittleFish and delivered to the buyer. Upon delivery to the buyer, ownership of the products shall vest in the buyer.

6.5. We shall bear the risk of loss or damage to the products upon receipt and until delivery to the buyer. Our liability to you in respect of your products in our possession pursuant to this section 6 shall be limited to the cost price of the products and shall be subject to the further limitations and exclusions on liability provided in the general terms and conditions.

6.6. Without prejudice to all our rights, we may charge you penalties in respect of breaches of the Packaging Guidelines or the Delivery Guidelines. The amount of the penalties that may be charged pursuant to this section 6.6 shall be stated in the Seller Penalty Policy.

#### 7. Value added services

7.1. You may subscribe using LittleFish, for value added services which may be available from time to time, including but not limited to:

7.1.1. financing, scoring, fulfilment; and

7.1.2. marketing and promotional services.

7.2. In order to subscribe for any value added services you may be required to expressly agree to additional terms and conditions in respect of the same. All value added services shall be governed by any such additional terms and conditions, together with these seller terms and conditions, the general terms and conditions, and the LittleFish codes, policies and guidelines referenced herein.

7.3. Our liability to you in respect of the value added services shall be subject to the limitations and exclusions on liability provided in the general terms and conditions.

#### 8. Commission and fees

8.1. We shall charge you a commission in respect of each sale made on the marketplace and fees in respect of all marketplace services and any value added services, as further particularized in the commissions and fees page of LittleFish website or the relevant value added service agreement.

8.2. In case of promotion funded by LittleFish, commission may be calculated based on the selling price, being the price set by the vendor at the time of the order.

8.3. We reserve the right to charge commissions and/or fees in the event that the sale is not completed, by way of consideration for the costs of our services rendered.

8.4. We may vary commissions and/or fees from time to time, on prior notice to you, and by updating the commissions and fees page of LittleFish website or relevant agreements. This will not affect any liability to pay commission that accrues before the new rates are posted or for services that have been previously paid.

#### 9. VAT and other taxes

9.1. All amounts stated on the marketplace are stated inclusive of VAT and any other taxes applicable to the transaction. The seller acknowledges that:

9.1.1. commissions shall be calculated as a percentage of the selling price (being the price set by the vendor at the time of the order) inclusive of VAT and any other taxes charged to the buyer;

9.1.2. commissions are inclusive of VAT and all other taxes thereon; and

9.1.3. in the event of any upwards revision in the rate of VAT or any other applicable taxes, the amount of the commission shall be automatically adjusted to ensure that LittleFish's net revenues remain constant. The seller may, in its discretion, revise prices accordingly as provided at section 5.2.

9.2. The seller shall be exclusively liable in respect of all taxes applicable to the transactions entered into on the marketplace with buyers, including VAT, and shall therefore be

responsible for the reporting, filing and payment of the same.

9.3. In the event any transaction consists of the importation of products for delivery to the buyer and such transaction may result in the recognition of a permanent establishment for the seller, the seller shall be responsible for complying with its tax obligations in the territory where it has created a current or future tax nexus. The seller understands and acknowledges that consignment fulfilment may create tax nexus e.g. permanent establishment.

9.4. Should a competent tax authority determine that LittleFish is liable for payment of any taxes (including stamp, excise or customs duties) in respect of the transactions, notably pursuant to sections 9.2 and 9.3 above, you hereby indemnify and hold harmless LittleFish in respect of the same. We may make tax-related deductions to payments processed by us on your behalf and remit such deducted amounts to the relevant government or tax authority.

9.5. Promptly following receipt of a written request from us, you must supply to us any information and documentation that we may reasonably request in order to identify you or facilitate our compliance with our legal obligations relating to the taxation of payments made to us or processed by us. We may supply such information and/or documentation to relevant government and tax authorities.

## 10. Remittances

10.1. We shall collect payments from buyers in respect of each product purchased from the marketplace, and we shall deduct from the same our commissions and, as may be applicable, any fees, charges, taxes, penalties, refunds and any other amounts that you owe to us in respect of any business whatsoever.

10.2. We shall remit the proceeds of sale of the products, after all deductions pursuant to section 10.1 above, and remit the remaining funds to you in the currency of the marketplace territory and using such payment mechanism as we may notify to you from time to time.

10.3. Evidence of payment to your nominated account shall constitute conclusive evidence of payment and receipt.

10.4. You shall be entirely responsible for ensuring that the account details that you upload to LittleFish are accurate and up to date, and that the account is secure. We shall not be liable for any loss or damage to you that may result from fraud or error in respect of your account.

10.5. We shall provide you with an account statement, via LittleFish, which shall include details of all proceeds of sale of the products, deductions and remittances.

10.6. Subject to the applicable laws of the territory, we may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off. Set-off may apply across your accounts if you operate more than one account. For the avoidance of any doubt, the account statement in the LittleFish shall serve as such notice of set-off.

10.7. In the event that we hold insufficient funds on your behalf for payment of any amounts that you owe us (your account is in debit):

10.7.1. you shall pay the amounts you owe to us by such payment method as we may request; and

10.7.2. in the event that we hold any of your products that have not been sold or that have been returned, we may dispose of such products and apply all proceeds of sale to discharge any amounts that you owe us.

10.8. We may delay or suspend payment to you in the event of investigation of a potential fraud or other breach of this agreement.

10.9. In the event that the vendor disputes any transaction or statement of account it must report its claim to LittleFish within three (3) months of the date of the relevant transaction, failing which such claim shall be deemed to be waived.

## 11. Breaches of seller terms and conditions

11.1. If we reasonably determine that you have breached these seller terms and conditions, our general terms and conditions, or any LittleFish codes, policies or guidelines, we may:

11.1.1. send you one or more formal warnings;

11.1.2. suspend, prohibit or block your access to our marketplace as provided in the general terms and conditions;

11.1.3. apply penalties for breach as provided in our Seller Penalty Policy; and/or

11.1.4. commence legal action against you, whether for breach of contract or otherwise.

11.2. We may vary the amount of the penalties for breach from time to time by updating the Seller Penalty Policy, but this will not affect any liability to pay penalties that accrue before the new amounts are posted.

11.3. The consequences of breach provided at section 11.1 above shall also apply if:

11.3.1. you fail to satisfy a minimum level of operational performance in order to provide a satisfactory buyer experience on the marketplace; or

11.3.2. if you receive negative ratings and reviews.

12. Insurance

12.1. You shall maintain in force a policy of insurance with an appropriate level of coverage in respect of your liabilities under the agreement.

13. Confidentiality and data privacy

13.1. All information and documents concerning the conduct of business pursuant to these general terms and conditions, including information relating to business methods, procedures, policies and sales information, is strictly confidential unless it is already in the public domain. You shall not use LittleFish's confidential information for any purpose other than to perform your obligations under this Agreement and you shall not disclose LittleFish's confidential information without our prior written consent.

13.2. Sellers may not send advertising or promotional communications to buyers on the marketplace without the prior written consent of LittleFish, and shall be directly responsible to marketplace users for any misuse of their personal data.

13.3. If LittleFish is sued, fined, or otherwise incurs expenses as a result of the seller's handling of personal data obtained through the marketplace, the seller shall indemnify LittleFish in respect of the same.

14. Miscellaneous

14.1. These seller terms and conditions are subject to the general terms and conditions and shall be governed by and construed in accordance with the laws of the territory.

14.2. In respect of sellers operating across multiple marketplaces operated by LittleFish affiliates, each transaction shall be subject to the governing laws and jurisdiction of the territory of the marketplace on which the transaction took place.

14.3. We will ask for your express agreement to any revisions of these seller terms and conditions and the general terms and conditions within such period as we may specify; and if you do not give your express agreement to the revised versions within such period as we may specify, you shall be deemed to have consented. If you expressly reject any such revisions you may be deemed by us to have terminated the agreement and we may disable or delete your account on the marketplace.

14.4. These seller terms and conditions, the general terms and conditions, and the LittleFish codes, policies and guidelines shall constitute the entire agreement between you and us in relation to your use of our marketplace and shall supersede all previous agreements between you and us in relation to your use of our marketplace.

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