

VENDOR AGREEMENT

NETPRO INTERNATIONAL NIGERIA LIMITED

AND

[REDACTED]

This e-commerce vendor agreement ("Agreement") is entered into as of the date of signature below or of acceptance through digital acknowledgement ("effective date") by and BETWEEN:

NETPRO INTERNATIONAL LIMITED (RC N0. 375889) a Limited Liability Company duly incorporated under the Laws of the Federal Republic of Nigeria and having its registered office at Plot 564, 565 Independence Avenue, AUJ Complex, Central Business District, Abuja, FCT Nigeria;(herein referred to as the "company") which expression shall wherever the context so admits include its successors and assigns of the first part;

AND

[REDACTED]
a company duly incorporated under the Laws of the Federal Republic of Nigeria and having its registered of [REDACTED]
(herein referred to as the "vendor") of the second part;

WHEREAS:

- The company owns and operates a suite of web and mobile applications branded as 247pharmacy.net; a virtual health technology and wealth creation platform that enable users order medications and pharmaceutical products and consult with a wide range of experienced healthcare practitioners, online.
- The vendor is engaged in the business of sales and supply of drugs and other pharmaceutical products and services.
- The Vendor is desirous of establishing presence on the company's websites/applications and has offered to sell its products and services through the said online channels.
- The Company has agreed to provide the vendor with the necessary digital infrastructure and services to facilitate the sale of their

products and services to the end users or customers upon and according to the terms and conditions agreed between the parties herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed by and between Netpro International Limited and as follows:

1. VENDOR ELIGIBILITY

- 1.1 That the vendor must be a business entity duly registered under the Laws of the Federal Republic of Nigeria and capable of forming legally binding contracts under the applicable law.
- 1.2 That the vendor must have obtained all licenses as required by law to operate a pharmacy and has not committed any act or omission

2. ACCOUNT AND REGISTRATION

- 2.1 That you agree to furnish accurate, current, and complete details as may be required by the company for vendor registration.
- 2.2 That this includes but is not limited to company name, contact details, registered address of business, pick-up address, bank account details, trade names, etc.
- 2.3 That you affirm that all the information provided to the platform is accurate, current, complete and in accordance with this agreement. If any information you provided is found or suspected to be untrue, outdated, incomplete or not in accordance with this agreement, the company reserves the right to indefinitely suspend, terminate or block access to your account on the platform without prior notice to you.
- 2.5 That it is your responsibility to keep your account information up to date. You agree to promptly update all account information to keep it accurate, current, and complete. You shall immediately notify us of any changes that may materially impact on your ability to fulfill your transactions on the company's platforms.

3. VENDOR OBLIGATIONS

- 3.1 That through the interface provided by the company on the creation of vendor's online store, the vendor shall be trained and supported to upload inventory items including, but not limited to, the Product ID, High Resolution Images, Product Description and Details, Cost and other relevant details as may be required. You

- further agree to provide the relevant guarantees or warranties applicable to all products you intend to sell on the website.
- 3.2 That the vendor shall not upload any description, images, graphic, text that is unlawful, objectionable, obscene, opposed to public policy, vulgar, or in violation of intellectual property rights of any third party.
 - 3.3 That the vendor shall upload product description and images of only products which are offered for sale through the online store and for which the online store is created.
 - 3.4 That the vendor should provide correct, full, and accurate description of the products to enable customers to make an informed decision.
 - 3.5 That the vendor shall comply with all applicable laws and operate in conformity with high ethical standards.
 - 3.6 That the vendor shall not upload product description and images of substandard and expired products, or any product banned or prohibited by applicable laws.
 - 3.7 That the vendor shall not use the platform to perpetrate any fraud.
 - 3.8 That the vendor shall be solely responsible for the quantity, quality, merchantability, guaranties, and warranties in respect of the products offered for sale through the online store.
 - 3.9 That the items listed by the vendor for sale shall include accurate text descriptions, graphics, pictures or videos that genuinely represent the items for sale. Each item must be listed in an appropriate category on the platform and shall always be available in stock for successful sale completion.
 - 3.10 That the listed descriptions shall accurately reflect the actual conditions of the products.
 - 3.11 That the vendor shall nominate a designated contact and interface for the company, whose role shall include relationship and accounts management, updating of inventory etc. and also provide necessary tools for smooth and speedy operations, including an Internet-enabled computer, tablet or equivalent.
 - 3.12 That the vendor shall fulfill orders instantly on receipt through the relevant electronic channels to allow for immediate delivery in line with the company policies and procedures.
 - 3.13 Where the vendor's opening days exclude Sunday or weekends, the vendor shall be responsible for the provisions of skeletal services to support the fulfillment of orders.

4. COMPANY OBLIGATIONS

- 4.1 That the company will provide full training and reasonable technical support to the vendor as it relates to using the platform for the sales of products and services.
- 4.2 That the company will make the necessary logistical arrangements to ensure that products purchased through the online store by customers are delivered to them in line with company policies and procedures.
- 4.2 That the company agrees to provide the vendor with periodic sales reports showing the number of units of each product sold, total sales and any returns or refunds processed during the reporting period.
- 4.3 That the company will provide adequate customer service to customers including assistance with navigating the platform, making purchases and addressing non-vendor specific issues.
- 4.4 That the company will make reasonable efforts to limit downtime and ensure the platform is available for use for vendors and customers.
- 4.5 That the Company is responsible for ensuring that it complies with all applicable laws, regulations, and standards in the operation of the e-commerce platform.

5. PRICE AND INVENTORY

- 5.1 That the vendor agrees and acknowledges that the prices of products listed on the platform shall be determined by the vendor according to the terms agreed by and between the vendor and the company in this agreement.
- 5.2 That the vendor is prohibited from artificially inflating prices or participating in price gouging practices.
- 5.3 That the vendor shall work collaboratively with the company in the running of promotional pricing discounts or campaigns.
- 5.4 That the vendor shall maintain an adequate level of inventory for all products listed on the platform to ensure the timely fulfillment of all orders; and shall promptly update the inventory information on the platform to reflect the current stock levels.
- 5.5 That when certain products are unavailable or out of stock, the vendor shall immediately remove the product listing from the platform or clearly mark the products as "out of stock". Failure on the part of the vendor to manage inventory efficiently, resulting in order cancellations due to non-availability of products may lead to penalties, customer disputes or termination of this agreement.

6. PAYMENT TERMS

- 6.1 That Netpro International Limited shall have the right to collect Payment on behalf of the Vendor in respect of the Orders received through the vendor's Online Store. The Company shall charge the commission or service charges to the vendor at rate of **10% per item** in consideration of the services rendered by the Company under this Agreement.
- 6.2 That upon receipt of payment from a customer, the company will deduct its commission or service charge as agreed upon by the vendor and company in this agreement, along with any applicable taxes from the collected payment. The balance after such deductions shall be remitted to the vendor according to the timelines specified in 6.3 below.
- 6.3 That the company shall remit the due payment to the vendor after **24 hours following fulfilment of orders.**
- 6.4 That all payments on the company's platforms utilizes Central Bank of Nigeria (CBN) approved payment gateways service providers and conforms to national guidelines and international best practices.
- 6.5 That in the event of any return, refund, or cancellation of orders by customers according to the website returns policy; the amount pertaining to such orders will be adjusted from the payment due to the vendor.
- 6.6 That the vendor provides valid and up to date bank account details to enable the company remit due payments to the vendor. The company will not be responsible for any errors or omissions in the bank details provided by the vendor.
- 6.7 That all service charges or commissions are exclusive of any applicable taxes imposed by the government or authorities. The vendor shall be responsible for paying any such taxes as required by applicable laws.
- 6.8 That all service charges or commissions are non-refundable except as expressly provided in this agreement or required by applicable law.
- 6.9 The company reserves the right to modify the service charge or commission upon giving prior notice to the vendor.

7. ACCEPTANCE OF TERMS

- 7.1 You agree that by signing this agreement, you have read, understood, and agreed to be bound by the terms and conditions of service of our vendors on our website (www.247Pharmacy.net/vendor_terms) and all of these Legal Terms as contained in the entire agreement.

8. CUSTOMER REVIEWS AND RATINGS

- 8.1 That the vendor acknowledges that customers who purchase products from the online store may be required to leave reviews and ratings regarding their purchase and these reviews and ratings may be made publicly available on the platform.
- 8.2 That the vendor shall have no right to interfere with or manipulate these reviews and ratings.
- 8.3 That the vendor acknowledges that fraudulent review practices and repeated low ratings or negative review may lead to account suspension or termination.

9. ORDER, HANDLING AND DELIVERY

- 9.1 Orders for products in the online shop shall be received using the website www.247Pharmacy.net.
- 9.2 The vendor shall upon receipt of the order immediately make the products available to the company's delivery agent for immediate delivery to the designated address.
- 9.3 The company shall deliver the products as early as possible but, in any case, the dispatch shall be made within a maximum of 24 hours of the receipt of the order.
- 9.4 The Vendor shall ensure that the products made available to the company's courier person for dispatch are of the specifications ordered and there is no variation whatsoever. The necessary guarantee/warranty shall be provided by the Vendor to the customer.
- 9.5 The Vendor agrees to replace any defective products supplied to the customer at its own cost and shall not hold the company responsible in any manner whatsoever.
For avoidance of doubts it is clarified that defective would mean and include but is not limited to wrong product, damaged product and any other shortcoming which the customer may point out.
- 9.6 The Vendor hereby authorizes the company to entertain all claims of return of Products in the mutual interest of the Vendor as well as the Customer.

10. FORCE MAJEURE

- 10.1 Each party's obligations under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to

unforeseeable causes beyond its reasonable control (Force Majeure events), which shall include but not limited to acts of God, fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, manufacturer out-of-stock or delivery disruptions, acts of war or terrorism, flood, epidemic, pandemic, Government policies and regulations or any other cause beyond the control of the parties.

This agreement shall be suspended and the rights of the parties preserved for the period of the force majeure.

11. GOVERNING LAW

11.1 This agreement shall be governed, construed and enforced in accordance with the laws of the Federal Republic of Nigeria.

12. ARBITRATION

12.1 The parties hereby expressly agree that any disagreement, controversy, dispute, or claim arising out of, or in connection with this agreement shall be resolved amicably between the parties or by final and binding arbitration. Any arbitration between the parties will be governed by the Arbitration and Conciliation Act (ACA) Cap A18 LFN 2004. Any award of the arbitrator may be enforced in any court of competent jurisdiction.

13. TERMINATION

13.1 If for any reason any party is prevented for a period of three months from performing any of its obligations under this agreement, the other party shall be at liberty to terminate this agreement.

13.2 If any party is in material breach of the terms of this agreement, the other party shall be at liberty to terminate this agreement.

13.3 If any of the parties becomes subject to a petition in bankruptcy or any other proceedings relating to insolvency or liquidation, this agreement automatically becomes terminated

14. EFFECTS OF TERMINATION

14.1 In the event of termination of this agreement, the company shall immediately remove the links and discontinue displaying the products on the online store. The company, by virtue of termination of this agreement shall not be liable for any loss or damages incurred by the vendor.

15. ASSIGNMENT

15.1 The parties to this agreement shall not assign or transfer their rights and obligations thereof without the prior written consent of the other party.

16. SIGNATURES

In witness whereof the parties have hereunto caused their respective hands and seal to be affixed the day, month, and year written.

Signed sealed and delivered by the
Within named "**COMPANY**"

.....
(DIRECTOR/AUTHORISED COMPANY SIGNATORY)

Signed sealed and delivered by the
Within named "**VENDOR**"

.....
(DIRECTOR/AUTHORISED COMPANY SIGNATORY)

DATE: