

## “TIKI E-COMMERCE TRADING FLOOR” SELLER STORE SERVICE AGREEMENT

### TIKI: TI KI CORPORATION

Registration Number : 0309532909

Issued by : the Department of Planning and Investment of Ho Chi Minh City, Vietnam

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Represented by : Tran Ngoc Thai Son - CEO

### SELLER:

Registration Number :

Issued by :

Issuance date :

Registered Address :

Business Address :

Phone number :

Represented by :

# TIKI OPEN E-COMMERCE TRADING FLOOR SELLER STORE SERVICE AGREEMENT

This Agreement consists of the main body, the schedules and the rules that are publicized on the “Tiki.vn” Open E-commerce trading floor (hereinafter referred to as the “**TiKi Platform**”) pursuant to this Agreement. All the schedules and rules are equally as valid as this Agreement; in case of any discrepancy between such rules and the clauses of this Agreement, the document that is publicized or executed on the later date shall prevail.

The headings of the articles hereof are for convenience of reading only, neither that they intend to constitute a part of this Agreement nor to affect the meaning or interpretation of it.

## Article 1: Definitions & Interpretations

**1.1 TiKi:** refers to Ti Ki Corporation in this Service Agreement.

**1.2 TiKi Platform:** refers to as TiKi’s E-commerce trading floor provide for Seller.

**1.3 Tiki.vn website:** refers to website of which domain name is Tiki.vn, and for which TiKi provide technical services for Seller.

**1.4 Users:** refers to corporations, individuals, other entities who register as member of Tiki.vn and use services provide on website: www.tiki.vn include but not limited to shopping, searching for product information, etc. The general word “Users” in this contract have such meaning unless other definitions specified.

**1.5 Seller:** refers to corporations who sign this contract to use TiKi platform store service, include but not limited to listing products, executing transactions with Users on Tiki.vn website, and others within service contents of this agreement that allow sellers to do on TiKi platform.

**1.6 Store:** refers to a web-based virtual store which has an independent and unique ID (abbreviation of “**Identity**”, which stands for an identity number, referred as “**Seller ID**” hereunder) and a specific name (such name may be adjusted pursuant to relevant rules of the platform and referred as “Seller store name” hereunder), and which is approved by TiKi Platform based on Seller’s application in accordance with this Agreement and the TiKi Platform Rules after Seller completes the registration and enrollment procedures, so Seller can operate lawfully. Seller may use the user name of TiKi Platform to manage the Store, including but not limited to uploading, modifying or deleting product information and tracing or canceling a transaction, etc.

**1.6 Tiki Seller Center:** refers to domain “sellercenter.tiki.vn ” which is website for Selller to manage services provide on TiKi Platform for Users. Seller will be provided with account and password to manage their own store on TiKi Platform via this domain. TiKi also publishes all official documents to Seller via TiKi Seller Center.

**1.7 Registration and Enrollment of Seller:** Registration of Seller refers to the procedure through which Seller who wants to become a user on TiKi Platform completes the online or offline submission of information pursuant to the enrollment process and requirements of the TiKi Platform; with the approval of TiKi, Seller may log into the TiKi Platform with its self-set TiKi Platform user name and password to establish and operate a store. Enrollment of Seller, also known as Enrollment of a store, refers to the procedure through which a Seller completes the registration and, if it passes the qualification review and satisfies the enrollment qualification of Seller as provided in Article 3 of this Agreement, becomes a third party operator of Tiki Platform.

**1.8 TiKi Platform Rules:** refers to all normative documents that are publicized on TiKi Platform concerning the operation of sellers, including but not limited to Seller’s Manual, the Backstage Announcement for Seller and

contents of the Online Help Center for Seller, etc. Seller understands and agrees that TiKi shall have the right to update, adjust and amend the TiKi Platform Rules from time to time at its sole discretion without further notice; All the updated, adjusted or amended TiKi Platform Rules shall become effective once publicized on TiKi Platform. It is deemed that Seller agree to be bound by such rules if it continues to use the platform services. Seller further understands and agrees that if it does not agree to any of the updated, adjusted and amended TiKi Platform Rules, it shall terminate this Agreement and cease to operate its Store on TiKi Platform

**1.9 Transactions:** refer to payments, service fees, disbursements, refunds, penalties, adjustments and other activities related to the execution of this Service Agreement and TiKi Platform Rules

**1.10 Goods:** the products and/or services (including any installment of the products or any parts for them) which Seller list and sell to Users on and through the TiKi Platform

**1.11 Categories:** A group of goods which have similar functions or objectives, defined and named by Tiki within TiKi Platform

**1.12 Failed Delivery:** any Good which cannot be successfully delivered because a) the delivery address reported on the Order is not correct; b) the Customer is not reachable after various attempts – the number of delivery attempts will be defined by the carrier; or c) the Customer refuses and cancels the Order when the Good is delivered to the address specified on the Order

**1.13 Listing price:** refer to price posted by Seller on TiKi Platform for their own goods, this price must be listed in Vietnam Dong to comply with the regulations of Vietnam Governments. This price included all fee and any applicable taxes. Seller have responsibility to advise for all related cost for transaction, TiKi Platform only provide recommendation for Seller. Any currency exchange changes will be Sellers' cost and responsibility.

**1.14 Security Deposit Fee:** refers to the amount paid to TiKi by Seller to assure the performance of this Agreement and guarantee the quality of products and services; Security Deposit TiKi may dispose the Security Deposit in accordance with this Agreement.

**1.15 Platform Service Fee:** refers to the fixed technical service fees paid to TiKi by Seller in accordance with this Agreement for using the services provided by TiKi Platform.

**1.16 Sales Commission Fee:** refers to the technical service fees paid by Seller to TiKi on a pro rata basis for each successful transaction, which vary with the type of products

**1.17 Vietnam Last mile Fee:** refers to fee for last mile delivery service within Vietnam provided by Tiki's recommended partners which TiKi will deduct from Sellers' Sales Income on behalf of logistics partner.

**1.18 Taxes:** Seller shall, in addition to the amounts set forth above, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under the regulations law in Viet Nam. Seller shall pay the Withholding Tax, deduct such Withholding Tax from the payments, remit the remaining payments, and send to TiKi the tax certificates or other official documents certifying the payment by Licensee of such Withholding Tax.

**1.19 Export/Import Licenses:** Seller shall, at its sole cost, be responsible for obtaining, filing and complying with the terms of any required export/import approval applications, export/import licenses or other similar applications or filings with respect to the importation of the Products into the territory of Vietnam.

## **Article 2: Service Contents and Operations of Seller's store**

2.1 After TiKi makes the Store service available to Seller in accordance with Article 4 of this Agreement, Seller may use TiKi Platform and TiKi Seller Center to publicize product information, communicate online with other Users of TiKi that are willing to purchase the products of Seller, sign the purchase contract, and provide after-sales services to Users of its products through TiKi Platform; in addition, Seller may also participate in promotion of TiKi Platform and use other fee-based services that TiKi Platform agrees to provide.

2.2 In addition to the services mentioned above, Seller may use other fee-based services provided by TiKi as listed and published via Tiki Seller Center. The specific content of such services shall be subject to the public notice on Tiki Seller Center or the documents further signed between the Parties (including documents signed in the form of data messages, such as an electronic agreement by which Seller accepts fee-based services).

2.3 Operation of Seller's Store: Seller, as Seller, shall upload and exhibit product information or provide content which follows TiKi guideline and template to create product, answer inquiries, sell products, issue receipts and provide logistics and after-sale services for the products sold from its Store on its own behalf; in case of any dispute, conflict or investigation by any relevant government authority regarding Seller's sales and services, Seller shall handle such issues in the capacity of seller. TiKi will neither participate in the operation of Seller's Shop nor directly intervene in any dispute or conflict between Seller and any third party, unless otherwise agreed in this Agreement.

## **Article 3: Enrollment Qualification and Submission of Supporting Documents**

### **3.1 Enrollment Qualification**

To enroll and conduct business operation on TiKi Platform, Seller must satisfy the following conditions on a continuous basis:

- a) Seller has been registered under the laws of the nation in which its business license is registered and has obtained a valid business license and other permits for business operation; the identity information shall objectively reflect Seller's actual status;
- b) Seller accepts this Agreement and the relevant TiKi Platform Rules (if any);
- c) The commodities to be distributed by Seller come from lawful sources, and Seller has obtained all necessary certificates to distribute them;
- d) Seller has provided all supporting documents required under Article 3.2 hereof and got approval from TiKi;
- e) Seller has paid all necessary fee, including but not limited to Security Deposit Fee, Platform service fee, etc. as stated at this service agreement, and Confirmation of Seller's Information. Seller further agrees that TiKi may deduct the Sales Commissions and other fees TiKi shall collect on behalf of other service providers through the system from the payments by Users on a real-time basis.

### **3.2 Submission of Supporting Documents**

3.2.1 Seller shall, in accordance with the relevant TiKi Platform Rules and requirements, provide TiKi with supporting documents and other relevant certificates, including but not limited to Confirmation of Seller's Information, Approved Types of Store Products and Fee Rates, a copy of the valid original (duplicate) of corporate business license, tax registration certificate, letter of authorization, trademark registration certificate issued by the local authority where Seller is located, quality inspection report, inspection and quarantine certificate and certificate of origin, etc.

3.2.2 Seller covenants that aforesaid supporting documents and other relevant certificates provided to TiKi are authentic, lawful, accurate and valid, and that it will timely notify TiKi of any change or update of such documents and other relevant certificates; in the event that change or update of such documents and other relevant certificates causes Seller to fail to satisfy the enrollment qualifications set forth in this Agreement, TiKi may restrict Seller's operation in part or in whole at its sole discretion, up to and until termination of this Agreement.

3.3.3 Seller shall be wholly and solely liable for the authenticity, lawfulness, accuracy and validity of supporting documents and other relevant certificates provided to TiKi. If Seller submits any false or outdated documents or fails to update or notify any update of supporting documents, leading to any dispute or punishment by any relevant government authority, Seller shall be liable solely and wholly; if it causes any loss to TiKi (including the partners, agents, Users or employees of TiKi), Seller shall compensate TiKi for such loss.

## **Article 4: Availability and Termination of Store Service**

4.1 As for the specific Store to be operated by Seller as provided in the schedules hereto, TiKi shall make the services available to Seller within 7 (seven) business days after Seller submits the application, provided that Seller satisfies the following conditions; TiKi shall notify Seller by email or fax 01 (one) business day before the services officially have become available, and the service period shall be subject to the time indicated in the Online System of TiKi Platform.

- a) Seller has paid the Security Deposit and other fees in such full amount and at such time as specified in accordance with this Service Agreement (if any);
- b) Seller has submitted supporting documents and other relevant certificates in accordance with this Agreement as well as the TiKi Platform Rules, and has obtained TiKi's approval;
- c) Seller has signed this Service Agreement and other supplemental documents (if any).

4.2 After TiKi makes the services available to Seller, Seller may use the TiKi Platform to put User Name and self-set password to log into the TiKi Seller Center, upload and post product information to the specific Store of Seller as specified in the schedules to this Agreement in accordance with the rules and procedures of TiKi Platform Rules, communicate with Users, conclude transactions and use other fee-based services agreed upon in this Agreement.

4.3 Termination of Seller's Store Service:

4.3.1 To terminate Store services, Seller shall apply to TiKi for termination at least 15 (fifteen) business days in advance via email or fax. The Store services will be terminated after the application is reviewed and approved by TiKi. To compensate TiKi for its human resource input, material resource input and technical support, Seller agrees that TiKi will not refund the Platform Service Fee for the remaining service period of the Store. Seller agrees that until TiKi agrees to deactivate Seller's store, Seller is still responsible for transactions requested by Users to Seller's store.

4.3.2 If any of the following occurs, TiKi may terminate Seller's Store services at any time:

- a) Seller fails to satisfy enrollment qualifications;
- b) Any qualification document provided by Seller is false;
- c) Seller provides false labeling of product prices, specifications or other information, which results in any punishment, dispute or conflict;
- d) Either that the quality or label of Seller's product is substandard, or that it is suspected that the product is smuggled, forged, used or repaired;
- e) Seller uploads products of a brand that has not been approved by TiKi or belong the Type of products which Seller haven't been authorized;
- f) Seller has not been normally operating the Store for 60 consecutive days;

- g) Either that Seller otherwise violates this Agreement or TiKi Platform Rules, or that it infringes upon the rights or interests of TiKi as well as any consumer in the opinion of TiKi
- h) Seller proceeds the dissolution procedures (voluntary or compulsory) or falls into the state of bankruptcy or suspends the business;

4.4 Either if Seller terminates the Store operation without TiKi's approval, or if Store services are terminated by TiKi under any circumstance set forth in Article 4.3.2, the Platform Service Fee of the Store paid by Seller for the remaining service period shall be taken as the penalty payable to TiKi by Seller; if such amount is insufficient to cover the penalty and compensation payable by Seller, Seller shall pay the deficiency separately.

## **Article 5: Rights and Obligations of Two Parties**

### **5.1 TiKi's Rights and Obligations:**

5.1.1 TiKi shall provide Seller with the e-commerce trading floor and related technical support in accordance with this Agreement, maintain proper and steady operation of the TiKi Platform, strive to upgrade and improve technology, update and upgrade the functions and services of the platform, and continually improve platform performance and trading efficiency.

5.1.2 TiKi shall respond timely to the problems, suggestions and comments that Seller raised in the course of using TiKi Platform, and provide Seller with reasonable guidance and training on the usage of TiKi Platform at its request.

5.1.3 Seller agrees that TiKi may check and adjust the type, quantity and scope of products sold by Seller on TiKi Platform according to the scope of business indicated on Seller's business license and the scope Seller applies for.

5.1.4 Seller agrees that TiKi or the third-party organization unilaterally engaged by TiKi may from time to time examine relevant qualification documents and information provided by Seller at the cost of Seller, for which Seller shall provide active cooperation. The examination by TiKi is pro forma. Such examination and acceptance does not constitute any confirmation by TiKi of the authenticity, lawfulness, accuracy and timeliness of the examined content and Seller shall still be legally responsible for the authenticity, lawfulness, accuracy and timeliness of such content. If Seller refuses to pay for relevant costs, TiKi will be entitled to deduct such costs from the outstanding accounts receivable by Seller.

5.1.5 TiKi may, on the basis of market feedbacks, itself or delegate a third-party inspection agency to conduct product inspection from time to time (the inspection may include without limitation the lawfulness, performance, quality, material of products sold by Seller), or require Seller to provide proofs of purchase, factory inspection reports or third-party test reports and other quality certificates for certain products.

5.1.6 Notwithstanding the rule that TiKi may spot-check or engage a third-party organization to spot-check products sold by Seller from time to time, TiKi shall have no obligation to conduct any prior examination of any trading activities of Seller on TiKi Platform and other matters related thereto. However, in the event that a third party notifies TiKi or TiKi reasonably believes that Seller possibly has committed any torts, crime, breaches of this Agreement along with any relevant rules or other violation of laws, TiKi shall have the right to conduct any enforcement actions against Seller, including but not limited to deleting any information content publicized by Seller onto the TiKi Platform, imposing functional restrictions on the Store of Seller and ceasing to provide services to Seller.

5.1.7 TiKi reserves the right to lodge legal proceedings against Seller in respect of its torts, crime, breaches of this Agreement or other violation of laws.

5.1.8 If Seller sells substandard products as evidenced by the spot-check result or is unable to provide TiKi with the quality certificates for the relevant products or batch of products, TiKi may discipline Seller and require it to

take corrective action within a specified period in line with the severity of problem and in accordance with this Agreement and Seller's rules, norms and standards publicized. Seller must, at its sole cost, take corrective action within the specified period and complete third-party testing of designated products pursuant to the requirements of TiKi. If Seller refuses to do so, TiKi reserves the right to make final decision including but not limited to terminating contracts, require Seller to pay for damages, etc.

5.1.9 If any product quality problem of Seller causes any loss (including but not limited to financial or reputational loss) to TiKi, TiKi may require Seller to compensate all the costs and expenses so incurred and reserve the right to further pursue other relevant liabilities of Seller.

5.1.10 TiKi may supervise and check Seller's registration information, uploaded data along with other information publicized and transactional activities on the TiKi Platform; if any information publicized by Seller on the TiKi Platform pertains or relates to any of the following information, Seller agrees that TiKi may immediately delete such information without notice and take any relevant enforcement action pursuant to relevant rules:

- a) Information intended to avoid payment of Sales Commissions;
- b) Information intended to hype up creditability or sales volume on the TiKi Platform;
- c) Information that TiKi reasonably believes to be false, fraudulent or otherwise malicious;
- d) Information that TiKi reasonably believes as irrelevant to trading on the TiKi Platform;
- e) Information that TiKi reasonably believes relates to malicious bidding or intends to otherwise disturb the market order on the TiKi Platform;
- f) Information that TiKi reasonably believes as defamatory, slanderous, intimidating, harassing, indecent, unpleasant, offensive, pornographic or harmful to minors;
- g) Information that TiKi reasonably believes as against public interests or likely to seriously impair the legitimate interests of TiKi and/or other Users.

Either if TiKi reasonably believes that Seller violates any provision of this Agreement, relevant rules or applicable laws, or if it has any doubt or query about other problems discovered thereby, TiKi may make an inquiry or issue a demand for correction to Seller. Seller shall provide clarification or take corrective action immediately after receiving the said inquiry or demand.

If Seller commits any of the above misconduct, TiKi may pursue its contractual and tort liabilities and/or terminate this Agreement.

If Seller's operation fails to meet requirements of the TiKi Platform and remains so after taking corrective action within the specified period, TiKi may terminate this Agreement and cease to provide Seller with services hereunder.

5.1.11 Tiki may update or adjust the procedures, charge standards etc. of the platform in accordance with laws, regulations, policies and the platform's operating conditions. Seller agrees and is willing to observe such changes, and it further understands that the updated procedures, charge standards etc. will automatically enter into force once publicized on TiKi Platform without notice.

5.1.12 TiKi may assign its rights and obligations hereunder in part or in whole to any affiliate company of TiKi according to its business adjustments, provided it notifies Seller thereof 5 (five) days in advance.

5.1.13 TiKi may modify, stop and/or cancel any Order. In case the cancellation is due to Seller's inability to meet the deadlines as agreed upon with Tiki, Tiki may impose a fee on Seller for such order cancellation which help TiKi to cover for the losses.

5.1.14 Tiki have right to determine the completion of Seller's obligation to fulfill order request (such as when Tiki receive the signed receipt from Customer) in order to process with payment. In no case shall Tiki be a party of the Transaction between the Customer and Seller.

5.1.15 Ownership of Data: Unless otherwise expressly agreed to in writing by the Parties, Tiki shall own all rights, title, and interest, including but not limited to the copyright, ownership and usage right of the webpages and any

data or records derived from web transactions and browsing, in all data, records, information and materials of any kind, that Seller may records, information and materials of any kind, that Seller may independently create, develop, prepare, or derived based on its operation on the Tiki.vn Website within the scope of this Agreement during the Term. Such data, records information and materials include but are not limited to the entire content of texts, software, audios, pictures, videos, graphics, logos, layouts, designs, advertisement and promotional materials produced and all data generated on the Tiki.vn pursuant to this agreement.

5.1.16 TiKi reserves other rights in order to maintain the activities of the Platform and in compliance with the current Vietnamese laws.

## **5.2 Seller's Rights and Obligations:**

5.2.1 After compliance with all enrollment requirement of Tiki Platform, Seller reserve the right to use Tiki Platform to perform business activities including but not limited to listing products, proceeding orders/transactions on Tiki Platform, getting paid from TiKi as committed, etc.

5.2.2 Undertake that Seller is sole responsible for the security and confidentiality of any or all account given to Sellers by TiKi Platform

5.2.3 To safeguard consumer's rights and interests as well as satisfy consumer requirements on product quality maximally, Seller is obliged to conduct quality control of each product it distributes on TiKi Platform in accordance with laws, industrial standards and TiKi published requirements if any for each type of products. While not exclusively, such control includes lawfulness, safety, consistence between Seller's description and the product's actual functions and material, also the labeling, marking, appearance and packaging of products

5.2.4 TiKi may require Seller to provide information on its products and after-sales services to facilitate TiKi's response to inquiries customers make directly to the customer service center of the TiKi Platform. If such inquiry is beyond the knowledge of TiKi or comes within the knowledge of Seller, Seller is responsible for providing a reply or solution within the specified period accord to TiKi Platform Rules; if Seller fails to solve any customer inquiry or complaint within the specified period, TiKi may take relevant measures against Seller.

5.2.5 If the product distributed, the information publicized or the after-sales service provided by Seller leads to a lawsuit or arbitration lodged by any third TiKigainst TiKi and/or the TiKi Platform, TiKi and/or the TiKi Platform may disclose Seller as the direct provider of the product concerned and Seller shall assume all the legal liabilities arising therefrom; if it causes any losses to TiKi and/or the TiKi Platform, TiKi may require Seller to compensate TiKi and/or the TiKi Platform for all such losses.

5.2.6 In the event that Seller (i) violates any import regulation, including but not limited to the declaration of a Good's value to be lower than its actual value to the applicable local authority (ii) provides an untraceable or unidentifiable tracking number to Tiki or its Customers or (iii) provides a misleading, incorrect, and/or fraudulent Goods, etc. which lead to order's cancellation due to not be able to import to Vietnam, Sellers shall be fully responsible for all relevant cost incurred with that order.

5.2.7 Exempt Tiki from any liability and/or compensation to any third party for any damages incurred due to matters relating to: the quality of Goods, and/or the origin of Goods, and/or any violation of Seller due to the incompliance of law that affects the business of Tiki, and/or the sanctioning decisions of the competent state authorities

5.2.8 Seller is responsible for get consulting and make decision on products listing on TiKi Platform and is subjected to any legal risks of cross border importing procedures to Vietnam

5.2.9 Seller need to comply with standard operating procedures, import procedures, weight and size restrictions, and other shipping requirements of the applicable carriers and/or import agents. In case Seller violate such requirements, TiKi may require Seller to pay for losses or expenses.



5.2.10 Seller ensures the proper wrapping and packing of order to preserve the intactness of the Goods and its original packaging. Neither Tiki nor the third party logistics will be responsible for the intact preservation of the Good's original boxes.

5.2.11 Seller is responsible to inform Tiki of any logistic vendor that Seller procures for the transportation of Goods to Seller. In the event that Tiki decides to works with that vendor in any aspect, Seller will follow any procedure or rule, which the vendor develops for the transportation of Goods, including, but not limited to, order verification, order fulfillment, order transportation, and payment for the use of service. Seller will promptly refund Tiki of any expense of Tiki in the integration with the vendor which has not yet integrated with TiKi Platform

5.2.12 Seller is fully responsible for the compliance with all Laws and Regulations of Vietnam regarding the sales of Goods through the TiKi Platform

5.2.13 Seller must accept returned goods according to Tiki's Return & Exchange Policies which are published for both Sellers and Users on TiKi Platform

5.2.14 In case of Seller's mistake, Seller must refund to Users if Users have been charged for the Order. TiKi will do refund for Users according to Return and Exchange Policies on behalf of Sellers, and have right to deduct such amount from Sellers' Sales afterthat.

## **Article 6: Representations and Warranties of Seller**

6.1 Seller warrants that the registration data it submits on the TiKi Platform are authentic, accurate, lawful and valid, and that it will properly keep the TiKi Platform User Name ("**The Store name**") obtained along with the self-set password used together, refrain from assigning or authorizing any other person to use the the Store name and be fully responsible and liable for all the activities conducted using the said user name and password.

6.2 Seller warrants that it satisfies the enrollment qualifications under this Agreement, that all the supporting documents and other relevant certificates it submits to TiKi are authentic, accurate, lawful and valid, and that it will notify TiKi of any change in the said materials and provide updates on the TiKi Platform in a timely manner.

6.3 Seller warrants that it is fully authorized and empowered to enter into this Agreement, its agent has been fully authorized and Seller will be liable for the conduct of the agent; Seller further warrants that it will be legally liable for the conduct of its employees, its contact person designated hereunder and other personnel appointed by Seller to perform this Agreement.

6.4 Seller warrants that it will observe this Agreement and its schedules as well as the TiKi Platform Rules and procedures, use the services of the TiKi Platform in strict accordance with the said agreements, rules and procedures and refrain from acting in a way detrimental to the interests of TiKi.

6.5 Seller warrants that it is lawfully authorized to sell the products it offers on the TiKi Platform, the products it sells are genuine, meet relevant quality standards and do not infringe upon the legitimate rights of any third TiKind Seller is fully and solely responsible for the quality and lawfulness of its products.

6.6 Seller warrants that the product information publicized on the TiKi Platform is authentic and accurate, accorded with laws, regulations and TiKi Platform Rules, and consistent with the actual products without any exaggerated or false content. Seller is fully and solely liable for the product information. In case of any change to the above information, Seller shall update the information timely on the TiKi Platform. Seller shall be solely liable for any legal consequence of its failure to update such information.

6.7 Seller warrants that it will only sell the types of products and brands approved by the TiKi Platform and will not add or change any type of product or brand without prior confirmation by TiKi. Seller warrants that it will set

up the product price, limitation of sale, quantity of inventory, product description and other product information in accordance with the TiKi Platform Rules and relevant requirements, and is fully and solely liable for such configuration. Seller warrants that in the ordinary course of business, it will only interact with customers/Users via TiKi Platform and comply with TiKi Platform Rules, actively answer inquiries of Users and deliver products as required after Users has submitted the order.

6.8 TiKi approves and Seller is willing to package the goods that will be delivered to Users in accordance with the package standards from logistics partner to protect goods' intactness.

6.9 Seller warrants that it will issue valid proofs for the source of goods and the list of products to the Users who have purchased its products, and that it will pay shipping costs, customs clearance fees and customs duties and other cost until order delivered to Users. Seller will solely assume the legal liability for any dispute arising from its failure to provide such supporting documents and compensate TiKi for any and all losses incurred thereby.

6.10 Seller warrants that it will observe the principle of good faith while transacting on the TiKi Platform and refrain from engaging in any unfair competition by way of deception, overstatement and confusion, among others, disrupting the normal order of online transaction or engaging in any activity irrelevant to online transaction.

6.11 Seller warrants that it will not use any data obtained from the TiKi Platform for any purpose which is not specified in this Agreement, and will not arbitrarily obtain, use or disseminate any data of the TiKi Platform without the approval of TiKi, including but not limited to the transactional data, Users information, payment information, information displayed on the TiKi Platform by other Users of TiKi, etc.

6.12 Seller agrees to grant TiKi (to the extent permitted by law), free-of-charge license (and the right to sub-license) to (wholly or partially) use, copy, revise, adapt, publicize, translate, distribute, execute and display the information publicized by Seller in the online Store on the TiKi Platform, produce any derivative works thereof and/or include the said information in any other works via any form, media or technology that is currently known or to be developed in the future.

6.13 Seller will not publicize on the TiKi Platform any information intended to attract Users of TiKi to any other trading platform, including while not exclusive to Seller's own online sales platform or channel, or include such information in shipped packages.

6.14 Seller will not conceal any matter that may expose the TiKi Platform to any risk, including but not limited to the product's design defect, quality defect, dispute over rights, major breach of contract, virus contained in uploaded data, etc.; if Seller fails to notify TiKi of such matter that may affect the goodwill, normal operation and safety of TiKi Platform in a timely manner, TiKi may terminate this Agreement and pursue contractual and tort liabilities of Seller.

6.15 Seller shall not assign its rights and obligations hereunder in whole or in part to any third party. All the activities of any third-party operator engaged by Seller to run the Store on its behalf shall be deemed as activities conducted by Seller and Seller shall be fully and solely liable for all the legal consequences thereof. The rights and obligations between Seller and the third-party operator shall be separately addressed there between without affecting the rights of TiKi or other Users of TiKi.

6.16 FATCA: Seller warrants that Seller or its affiliate, when applicable, are not subject to United States's Foreign Account Tax Compliance Act (FATCA). In case Seller or its affiliate are subject under FATCA, Seller shall report and follow FATCA guideline without any involvement of TiKi. Seller agree to indemnify TiKi, TiKi's affiliate or TiKi's third-vendor parties if Seller fails to report the correct information to TiKi.

6.17 TiKi will recommend cross-border logistics service operated by TiKi's partner, and the service includes but not limited to related bonded warehouse service, cross-border direct mail service and etc. Seller decides to agree or not agree to conclude contract with such logistics service provider.

## **Article 7: Fees and Payment**

Seller shall pay TiKi the following fees in accordance with the public notices on TiKi Seller Center and subsequent updates of the standards or the supplementary agreement (if any).

### **7.1 Security Deposit Fee**

The Security Deposit Fee shall be paid according to the TiKi Platform Rules (if any) as requirement to enroll for TiKi Platform

### **7.2 Platform Service Fee**

The Platform Service Fee shall be paid according to the corresponding store service period of Seller (if any); If Seller renews the store, it shall pay the Platform Service Fee for the renewal period before the start date of the renewal period.

### **7.3 Sales Commissions**

Seller shall pay TiKi the Sales Commissions for each transaction completed on the TiKi Platform in accordance with the public notices on TiKi Seller Center and subsequent updates of the standards or the supplementary agreement (if any); The types of products sold by Seller's Store and the applicable rates of Sales Commissions are prescribed in the public notices and subsequent updates of the standards or the supplementary agreement (if any);

Seller's transactions on the TiKi Platform and the amount of transactions shall be subject to the records of TiKi Platform; types of the products Seller sold are subject to this Agreement or other supplementary agreements (if any); and the brand of products sold by Seller is subject to the approval of TiKi;

The Sales Commissions shall be deducted from the payments by Users on payment cycles by TiKi via its system.

### **7.4 Other Fees**

Other fees payable by Seller to TiKi as agreed in the schedules hereto or the supplementary agreement (if any) between the Parties shall be paid in accordance with the schedules or the supplementary agreement (if any).

Other fees include but not limited to payment fee, etc.

TiKi, on behalf of third-party partners, will collect fees which were assigned by third party partners by deducting from the payments by Users on payment cycles, including but not limited to Vietnam last mile fee, etc.

7.5 The Parties agree that the product payment of the transaction that Seller completed on the TiKi Platform shall be settled as payment term and procedure on Schedules 02 of This Agreement or other supplementary agreements (if any). Seller agrees to follow below conditions:

- a) Seller agrees that: When Users complete any transaction with Seller via TiKi Platform, the product payment shall be paid to the account of a third-party payment company designated by TiKi as a partner of TiKi Platform or the account designated by TiKi;
- b) TiKi Platform system will automatically generate the settlement form within 3 (three) days after settlement period (or the immediately next working day if the settlement day falls on a non-working day or public holiday); Seller agrees that TiKi shall issue a payment order to the designated payment agency

with settlement form which was sent to Seller on TiKi Seller Center, which shall pay Seller the product payment after deducting the Sales Commissions and other relevant fees. Any disputes will be reviewed and be adjusted in next settlement period if TiKi confirm sellers' claim is correct;

- c) Each calendar month: Each calendar month is taken as a settlement period, with the first day of each month being the settlement day for the previous month;
- d) Every half calendar month: Each half calendar month is taken as a settlement period, with the fifteen day of each month and the settlement day will be within 14 (fourteen) days after that;
- e) Weekly: Each week is taken as a settlement period, with Monday being the settlement day for the previous week;
- f) As the aforesaid settlement method depends on the continuous and stable operation of the third-party payment company that partners with TiKi, Seller agrees to apply to both TiKi and the third-party payment company in advance for using the settlement method, and the Parties may use the settlement method after it is approved by TiKi; meanwhile, Seller agrees that TiKi may terminate this settlement method anytime at its sole discretion.
- g) The aforesaid settlement day shall be extended to the immediately next working day if it falls on a non-working day or public holiday.
- h) Seller shall provide TiKi the settlement account of the public in accordance with the requirements of TiKi, so that TiKi may complete the settlement of product price.
- i) Seller shall give TiKi a 7 days prior notice of any change to its settlement account; otherwise, any losses arising from the failed, delayed or erroneous payment of the product price due to change of Seller's account shall be solely borne by Seller.
- j) The exchange rate will be obtained in settlement. The Sales Commissions, other fees and product price will be settled in VND and then Seller bears the exchange rate if Seller want to convert to USD or any other currencies to withdraw from third-party payment partner.
- k) Seller agrees that during the operation, the party carrying out the actual payment should bear the bank charges of the receivables. If the actual amount of the fees received by TiKi is less than stipulated in this Agreement or other supplementary agreements (if any), Seller should pay the difference within five working days after receiving the notice from TiKi. Otherwise TiKi has the right to directly deduct the corresponding amount from the unsettled payments, without assuming any liability.
- l) All transactions conducted by the Parties under this Agreement shall be settled in VND.

**7.6 Offset.** In addition to any other rights and remedies the TiKi may have, the TiKi may offset any payment obligations that it have to Seller any amounts owed by Seller to the TiKi under this Agreement.

## **Article 8: Confidentiality**

Each Party shall maintain the confidentiality of the execution and content of this Agreement as well as the trade secrets of the other Party obtained during the term of this Agreement. Neither Party may disclose, provide or transfer such confidential information to any third party (except a related company) without prior written consent of the other Party (except for the disclosure to the government, stock exchange and/or other regulatory agency in accordance with laws, regulations or stock exchange rules, or to the parties' respective legal, accounting, business and other advisors and employees).

As for all the documents, data or software containing the other Party's confidential information, one Party shall, if requested by the other Party, return, destroy or in otherwise dispose of such documents, data or software at the request, and shall cease to use such confidential information upon the termination of this Agreement.

Obligations of the Parties hereunder shall survive the termination of this Agreement. Each Party shall still observe this confidentiality clause hereunder and fulfill its confidentiality obligation until the other Party agrees to cancel this obligation, or it actually will not cause any damage to the other Party due to breach of this confidentiality clause hereunder.

Each Party shall notify and urge its employees, agents and advisers that need gain access to the content of this Agreement for the purpose of performing this Agreement and gain access to the other Party's trade secrets because of the cooperation between the Parties to observe this confidentiality clause. And each shall be liable for the conduct of its employees, agents and advisers.

## **Article 9: Intellectual Property Protection**

Seller is prohibited to:

- a) Make any modification to the trademarks and trade names of Seller;
- b) Use any trademark under any means whatsoever which may harm the quality or the accuracy or brands of the Products of Seller;
- c) Use in the territory any trademark or brand which is similar to the trademarks or brands of Seller may cause confusion or fraudulent;
- d) Use any trademark, trade name, image or any intellectual property rights of the third party without the written consent and permission of such party;
- e) Copy or steal the technology or trade secret of Seller.

Seller undertakes to promptly and fully inform to TiKi written notice for any actual violation, threaten or suspicion in intellectual property acknowledged by Seller. TiKi, upon request and by its own account, shall conduct the reasonable act to support Seller in order to prevent or counteract the procedures relating to any of such violation or litigation.

## **Article 10: Liability for Breach of Contract**

If Seller provides TiKi with false or invalid supporting documents or other certificates, publicizes erroneous, false, illegal or harmful information on the TiKi Platform or engages in any conduct that violates this Agreement, which causes any loss (including but not limited to court costs, arbitration fees, attorney fees, damages, compensation, administrative penalties and travel costs) to TiKi and/or the TiKi Platform, Seller agrees that TiKi may deduct such loss directly from the Security Deposit or Payment Settlement paid by and the outstanding product price payable to Seller, unless otherwise stated in this Agreement.

In the event that Seller solicits TiKi's Users to any platform or site other than the platform of TiKi to conduct transactions or circumvents the payment method specified by TiKi in transactions in any manner, that it illegally obtains data from the TiKi system, or that it takes advantage of the TiKi Platform to seek improper gains or engage in illegal activities, TiKi may deduct the Security Deposit or the Payment Settlement of Seller in full as penalty and reserve the right to further pursue Seller's liability for breach of contract.

Seller undertakes not to sell any smuggled, counterfeit, used or substandard products or any other flawed goods on TiKi's platform; otherwise, TiKi may require Seller to pay a penalty equals to 20 times the total value of such products sold on TiKi's platform or 5,000,000 VND, whichever is higher, and take other measures against Seller in the meantime, including suspending the provision of services to Seller, temporarily closing the account of Seller on TiKi Seller Center, deferring the payment of unsettled amounts and terminating the partnership hereunder, etc. If the penalty is insufficient to cover TiKi's losses, Seller shall pay the deficiency (including but not limited to

the damages and compensation paid by TiKi to the customer, administrative penalty, attorney's fees, court costs, arbitration fees, appraisal costs and travel costs). The payment of the said penalty shall not affect TiKi's right to deduct the Security Deposit in accordance with this Agreement and the schedules and/or the supplementary agreement (if any).

If Seller violates this Agreement or the TiKi Platform Rules, TiKi may, in addition to holding Seller liable for breach of this Agreement in accordance with this Article, take other measures pursuant to relevant rules of the TiKi Platform, including but not limited to immediately removing products from TiKi Platform, suspending provision of services to Seller, temporarily closing Seller's seller center account, deferring the payment of unsettled amounts and terminating the partnership hereunder, etc.

## **Article 11: Limited Liability and Exemption**

11.1 **Force Majeure** are the events that occur due to natural or human incident that is beyond the reasonable control of the Parties. Events of Force Majeure (hereinafter referred to as "Force Majeure") include, but not limited to, the following events which cause a party to be unable to perform its obligations or delay the performance of obligations under this Agreement, or unable to continue implementing the Agreement:

- a) As per Decisions or the policies, changes to the laws of the competent state authorities;
- b) The incidents such as: wars, riots, fires and explosions, strikes, political incidents;
- c) Natural disasters such as: drought, floods, thunderstorms, earthquakes, tsunamis, etc

In case a Party is affected by the Force Majeure, it must inform to Tiki immediately and provide a written notice with supporting documents on the nature and severity of such Force Majeure within 15 days after notification.

Neither Party is considered to breach this Agreement, or otherwise be responsible to the other Party due to the delay performance or failure to perform any of its obligation under this Agreement, under the extent to which the delay or failure performance is due to Force Majeure, whereby the affected Party has informed the other Tiki by a written notice, and the time limit to perform such obligations thereof shall be extended.

In case the indicating Force Majeure continues to last for more than three (3) months since the date of occurrence, the Parties shall enter into the willing discussions on the view of reduction of the effect of Force Majeure, or agree to the alternative written agreements which may be objective and reasonable for the purpose of resolving the consequences of the Force Majeure

11.2 It shall be at Seller's own discretion to download or obtain any data via the services of TiKi Platform, and Seller shall solely assume all the risks and liabilities arising therefrom.

11.3 Representations with respect to legal status of TiKi: TiKi is merely a platform service provider that provides the platform for online transactions of Seller and other Users, but not a party to the transactions between Seller and other Users that purchase products from Seller through the TiKi Platform. TiKi will neither make any express or implied warranties of nor assume any liability for the trueness, lawfulness, accuracy, timeliness and validity of such items conducted by Seller and any other User that is a party to transaction: any oral or written statement or promise, the information publicized, or the transaction itself. Any legal dispute arising from a transaction between Seller and any other User, including but not limited to complaints, litigations, accusations and taxation disputes, shall be resolved between the parties to the transaction. In no case shall TiKi and/or TiKi Platform be held liable in such disputes. However, if Seller fails to perform its obligations, TiKi may intervene in the disputes between Seller and other Users and decide on and deal with the dispute based on the perception of an ordinary person, and Seller shall implement the decision so made by TiKi.

## **Article 12: Validity and Term of the Agreement**

12.1 This Agreement is only binding upon relevant business activities of the specific store specified in the schedules and is not binding upon equivalent or similar business activities carried out by the Parties, which shall be subject to a separate agreement made between the Parties. This Agreement will enter into force upon being signed and sealed (with the corporate seal or contract seal) by both Parties and remain in full force and effect for one year ("Year" refers to a one-year period starting on the date when the service hereunder becomes available, e.g. the period from April 1, 2017 to March 31, 2018 is considered one year). The Agreement shall automatically renew for additional one (1) year periods thereafter, unless either Party provides written notice of its intention to terminate this Agreement no less than 30 (thirty) days prior to the last day of the initial or any renewal term. 12.2 In any case of the Service Agreement termination, under any reason, both parties are obliged to complete all the financial obligations and thoroughly resolve all the arisen issues during the term of this Service Agreement.

## **Article 13: Changes**

13.1 TiKi may change fees agreed herein according to the operating conditions of the Platform, business operations of Seller and market conditions by giving 05 (five) working days prior notice to Seller via **Tiki Seller Center**. Seller shall, if it disagrees with such changes, send a written notice of termination within 05 (five) working days after TiKi sends the notice of change, and this Agreement will be terminated on the date when TiKi receives the written notice of termination from Seller.

13.2 Any other changes or additions to this Agreement shall be made in the form of notice from TiKi or a supplementary agreement upon the other consent of the Parties; once executed, such notice or supplementary agreements shall constitute an integral part of and have the same legal force as this Agreement.

## **Article 14: Termination and Rescission**

14.1 This Agreement shall expire under any of the following circumstances:

- a) The service period specified in Confirmation of Seller's Information annexed hereto or any other supplementary agreement (if any) expires and one Party informs to other Party do not renew the service period within one month thereafter;
- b) The Parties have entered into a new agreement to supersede this Agreement;
- c) The Store services available to Seller are terminated or suspended for one month.
- d) Unless otherwise stated hereunder, the Party that desires to terminate this Agreement within the term hereof shall give written notice to the other Party 15 (fifteen) working days in advance, so that the Parties may sign a supplementary agreement in writing to terminate this Agreement.

14.2 If this Agreement is terminated for the aforesaid reasons, as TiKi has already provided human resources, material resources, technical supports and services to enable Seller to conduct its business properly after this Agreement is signed, Seller agrees that TiKi will not refund the Platform Service Fee already paid and, if the Platform Service Fee are not paid, Seller shall pay them in full.

14.3 TiKi may rescind this Agreement at its sole discretion if Seller falls under any of the following circumstances:

- a) Seller's Store is out of normal operation for sixty (60) days consecutively within the service period;

- b) Seller violates its obligations under this Agreement or the TiKi Platform Rules and refuses to take corrective action after being notified thereof by TiKi;
- c) Any other circumstances set forth hereunder that entitle TiKi to rescind this Agreement at its sole discretion.

#### 14.1 Matters subsequent to termination of this Agreement

- a) The Parties will cease to cooperate hereunder upon termination of this Agreement; however, provisions hereof with respect to settlement, confidentiality, liabilities, representations and warranties, business anti-bribery and dispute resolution shall survive the termination of this Agreement and the Parties shall continue to perform their rights and obligations under such provisions after termination hereof.
- b) Upon termination of this Agreement, TiKi will terminate Seller's right to use its "TiKi Platform User Name" and remove or deactivate all the products of Seller from its Store, Seller will become unable to perform any operation with respect to the Store via said account and TiKi is no longer obliged to display any information on Seller's products on the website "Tiki.vn". TiKi may retain the registration information, transaction records and other data of Seller after this Agreement is terminated. Unless otherwise provided by law, TiKi is neither obligated to retain such data or forward any unread or unsent information to Seller or any third party after termination of this Agreement, nor liable to Seller or any third party for termination hereof.
- c) The Parties shall complete the final settlement within 30 days after termination of this Agreement, including but not limited to reconciliation of financial accounts and the processing of shipments in transit.
- d) "Shipments in transit" refers to the products purchased by the customer but not delivered before the Parties terminate this Agreement; Seller shall deliver and settle such products as per the procedure applicable prior to termination hereof.
- e) The termination of this Agreement shall not relieve Seller of its responsibilities with respect to after-sales services and product warranties to its customers hereunder. Seller shall fulfill its responsibilities with respect to after-sales services and product warranties in accordance with provisions of the schedules hereto regarding after-sales services. Seller shall be fully and solely liable for any personal injury or property loss sustained by TiKi or any third party due to any problems of the product quality or after-sale services of Seller.

### **Article 15: Notice and Service**

15.1 All notices and other communications given by one Party to the other Party in respect of this Agreement shall be in writing and served by hand, registered airmail, international courier service, fax or email. Notices given by fax or email shall be deemed properly served on the date of sending; notices given by courier service or registered mail with postage prepaid shall be deemed properly served on the date of receipt.

15.2 The Party that fails to notify the other Party of any change to its contact information in writing shall be liable for all the losses arising from the delay or failure in serving the notice.

### **Article 16: Dispute Resolution**

16.1 The Agreement shall be governed and interpreted in all aspects by the law of the Socialist Republic of Vietnam

16.2 Any dispute arising out of or in relation with this contract shall be resolved by arbitration at the Vietnam International Arbitration Centre (VIAC) in accordance with its Rules of Arbitration. The language of arbitration shall be Vietnamese, if contract have English only so English will be the language of arbitration. 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.

16.3 The execution, interpretation, revision, performance and dispute resolution of this Agreement shall be governed by the laws of the Socialist Republic of Vietnam that are currently in force.

## **Article 17: Miscellaneous**

17.1 No failure or delay by any Party hereto in exercising any right hereunder shall operate as a waiver thereof or preclude any future exercise thereof.

17.2 Any provision hereof that becomes fully or partially invalid or unenforceable for any reason or conflicts with any applicable law shall be deemed deleted, but the remaining provisions hereof shall remain valid and binding.

17.3 This Agreement constitutes the entire and sole agreement between the Parties with respect to the subject matter set forth herein and supersedes any and all previous agreements and communications (in the form of data messages, written or verbal) between the Parties relating to such subject matter.

17.4 This Agreement shall be executed in triplicate, two being held by TiKi and one by Seller, and all being equally valid.

## **Article 18: Schedules to this Agreement**

Schedules to this agreement are as follows:

**Schedule 1: Terms and Conditions on Customers Protection Service**

**Schedule 2: Service Fee Table and Payment Term**

**Schedule 3: After Sales Service Rules**

## **Schedule 1: Terms and Conditions on Customers Protection Service**

### **Article 1: Definitions**

These Terms and Conditions of Service are an integral part of Seller Store Service Agreement (hereinafter the "Service Agreement") and are as valid as the main body of the Service Agreement and legally binding on Seller. Seller shall be bound by these Terms and Conditions when operating any of the specific store referred to in the schedules of the Service Agreement hereto.

In these Terms and Conditions of Service, the word "Seller" shall have the same meanings as ascribed to them in the Service Agreement.

These Terms and Conditions of Service consist of the terms and conditions set forth hereunder and the rules related to "Consumer Protection" publicized on the TiKi Platform. The said rules shall be as valid as the terms and conditions set forth hereunder and jointly constitute the whole content of Terms and Conditions of Service.

**1.1 Consumer Guaranteed Services of Rights and Interests** means the obligations Seller shall perform while publicizing product information and selling products on the TiKi Platform in accordance with the Service Agreement made with TiKi and relevant rules publicized on the TiKi Platform, including but not limited to "truthful product description", "warranty of genuine product" and "Seller authorizes TiKi to compensate in advance". TiKi may publicize additional contents for or revise Consumer Protection Services on the TiKi Platform in accordance with relevant laws, regulations and policies, and generally accepted industry practices.

**1.2 Security Deposit** means the fund paid by Seller to TiKi in accordance with these Terms and Conditions, the Service Agreement and the relevant rules of the TiKi Platform for the purpose of compensating the buyer (i.e. any other Users that purchases products from Seller via the TiKi Platform; hereinafter the "Buyer") or paying penalty to TiKi and/or the Buyer in respect of Seller's failure to perform the consumer protection obligations or violation of the Service Agreement or relevant rules or procedures of the TiKi Platform.

**1.3 Compensation in Advance** means, when a Buyer complains that Seller has violated consumer rights or otherwise breached its undertakings to the Buyer, TiKi may determine whether Seller is liable to pay any compensation based on the knowledge of an ordinary person or non-professional in accordance with the Service Agreement, these Terms and Conditions and the rules publicized on the TiKi Platform as well as the relevant evidence submitted by the Buyer; if yes, TiKi may directly pay the Buyer the relevant amount of compensation out of the Security Deposit paid by Seller.

**1.4 Independent After-sales Services** mean the after-sales services, including but not limited to repair, replacement or return of products, provided to the Buyer at its request by Seller via TiKi Platform the after-sales service system in accordance with relevant TiKi Platform Rules and the after-sales service undertakings of Seller. Tiki may supervise and inspect the Independent After-sales Services provided by the TiKi and may pursue Seller's liabilities for breach of contract pursuant to the Service Agreement, these Terms and Conditions and relevant TiKi Platform Rules.

### **Article 2: Contents of Consumer Protection**

**2.1** Seller undertakes to perform the obligation of consumer protection in accordance with the Service Agreement, these Terms and Conditions and the relevant TiKi Platform Rules, so as to effectively protect the legitimate rights and interests of consumers.

**2.2** Seller undertakes to perform the obligation of making "truthful statements". "Truthful statements" means that Seller shall make statements truthfully with respect to the information uploaded to and publicized on the TiKi Platform, remain fully and solely liable for the information so publicized and assume the relevant burden of proof. Seller's obligation of making truthful statements includes but is not limited to the following:

2.3 Seller covenants that it is legally entitled to publicize product information and sell products and the publication of product information and the sale of products will not infringe the legitimate rights of any third party or violate relevant rules;

2.4 Seller covenants that the product information is consistent with the product actually sold, the description of the product specifications, material, quantity, color, appearance, function and quality is consistent with the product sold, and the statement of price conforms to the requirements of the price laws and regulations as well as the relevant TiKi Platform Rules;

2.5 Seller covenants that the photos used in publicized product information are actual photos of the product, and the photos that display the product appearance, form, color and other visual features are not overstated or falsified. The textual description and other materials are designed in-house or lawfully acquired, and the use of such photos, texts and other materials will not infringe the legitimate rights of any third party;

2.6 Seller covenants that it will enter and upload relevant product information in accordance with the TiKi Platform Rules and that such information are completely and directly viewable by the Buyer on the webpage of product details without linking or redirecting to any source outside the TiKi Platform;

2.7 If Seller communicates with the customer via Seller center or by any other means during transaction, the product information, shipping cost, shipment status and complimentary gift and other descriptions provided to the customer are also covered by the “truthful statements” and Seller shall covenant that such descriptions are truthful;

2.8 If the Buyer complains that Seller has violated the obligation of truthful statements, Seller shall provide TiKi with the evidence proving that it has performed the said obligation; if Seller fails to provide such evidence or the buyer provides any evidence that is sufficient to prove that Seller has violated the obligation of truthful statements, TiKi may make a decision on the basis of the relevant evidence based on the perception of an ordinary person and require Seller to assume relevant liabilities.

2.9 Seller undertakes to perform the obligation of “independent after-sales services” which comply with Tiki Platform Rules and through Tiki platform on Refund, returns and warranty policy.

2.10 Seller undertakes to “fulfill commitments”. “Fulfill commitments” means that Seller shall fulfill its undertakings and commitments made in the product details and promotions publicized on the TiKi Platform or made during the communication with the Buyer. Seller shall solve any complaint of the Buyer about its failure to fulfill commitments; if Seller fails to solve the complaint properly, TiKi may examine relevant evidence and make a decision based on the perception of an ordinary person. Seller shall implement such decision of TiKi and assume relevant liabilities

2.11 Seller undertakes to perform the obligation of “protecting the consumer’s personal information”. Protecting consumer’s personal information means that Seller shall lawfully and properly collect and use the consumer’s personal information as necessary, strictly maintain the confidentiality of the consumer’s personal information and refrain from disclosing, selling or illegally providing it to third parties. If there is or may be leakage or loss of information, Seller shall take remedial measures immediately. Seller shall not send any business information to consumers unless agreed or requested by consumers themselves or if expressly refused by the consumers.

### **Article 3: Revision and Modification of the Provisions**

3.1 TiKi has the right to formulate or revise these Terms and Conditions, and provisions related to consumer guarantee of rights and benefits from time to time, being based on adjustments and changes in related laws and regulations of consumer guarantee of rights and benefits and on needs to improve sellers’ sales and market

influence. TiKi will publicize these changed laws and regulations to sellers in the form of the platform announcement and without any other forms of notice.

3.2 The revision of these Terms and Conditions or relevant rules shall enter into force immediately upon publication on the TiKi Platform. If Seller objects to these Terms and Conditions or the relevant rules, it shall immediately stop using the services provided by TiKi; in case Seller continues using the services provided by TiKi, including but not limited to uploading the product information, accepting orders and updating the publicized information, Seller shall be deemed to have accepted the revised Terms and Conditions or rules.

#### **Article 4: Breach of Contract**

4.1 If Seller violates the Service Agreement, these Terms and Conditions or the TiKi Platform Rules related to consumer protection obligations and thus the Buyer is caused to lodge any complaint, Seller shall actively handle such complaint; if the complaint is escalated due to Seller failing to properly handle the complaint or Seller fails to handle the complaint as required above, TiKi may examine the evidence provided by the Buyer and Seller based on the perception of an ordinary person. TiKi may, if it concludes that Seller has failed to properly perform the obligations provided above, require Seller to fulfill such obligations immediately and assume relevant liabilities. TiKi also may make preauthorized compensation.

4.2 If TiKi makes any preauthorized compensation, Seller shall make up the corresponding shortfall amount and pay the corresponding penalty in accordance with the Service Agreement, these Terms and Conditions or the relevant TiKi Platform Rules. If Seller fails to make up the amount, TiKi may deduct the amount from the unsettled amount payable to Seller; in case such deduction is insufficient to cover the losses of TiKi, TiKi reserves the right to further recover any loss from Seller.

4.3 If any other provisions on the liability for breach of contract with respect to the consumer protection obligation are set forth in the Service Agreement and the TiKi Platform Rules, such provisions shall prevail.

#### **Article 5: Limited Liability**

5.1 Seller is responsible for providing consumer protection services. At no time and for no reason shall TiKi assume the main consumer protection responsibility or Seller's responsibility. If TiKi assumes such responsibility under certain circumstances, Seller shall, to its best effort, relieve TiKi from relevant liability and assume all the losses so sustained by TiKi.

5.2 Seller agrees that TiKi is neither a judicial authority nor a professional agency for dispute resolution and TiKi handles the dispute between Seller and the Buyer completely on the basis of relevant laws, regulations and agreements and Seller's and the Buyer's free will. TiKi is only able to examine and assess the relevant evidence submitted by the Buyer and Seller based on the knowledge and ability of an ordinary non-professional person. TiKi does not guarantee and denies any responsibility for correctness of the result of dispute resolution or decision on compensation payment out of the Security Deposit. Seller shall be fully and solely responsible for the truthfulness and lawfulness of the evidence it provides. If the decision or handling result made by TiKi on the basis of the evidence provided by Seller is revoked by the judicial authority, Seller shall assume all the liabilities incurred therefrom; if the evidence provided by the Buyer upon which TiKi makes the decision is revoked by the relevant regulatory authority, Seller shall solely recover losses from the Buyer.

#### **Article 6: Others**

6.1 No failure by TiKi to claim damages against Seller for its violation of the Service Agreement, these Terms and Conditions or relevant TiKi Platform Rules shall be deemed a waiver of claims against any future identical or similar violation on the part of Seller; that is, any failure to exercise a right shall be deemed a waiver of the exercise of the right against Seller for the single violation, but not a waiver of the right itself.

6.2 Seller has carefully read, fully understood and agreed to accept all the content of these Terms and Conditions. Seller further agrees that, by signing and sealing on the signature page of the Service Agreement, Seller is deemed to have accepted all the content of these Terms and Conditions, and Seller is bound by these Terms and Conditions as soon as the Service Agreement enters into force.

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## Schedule 2: Service Fee Table and Payment Term

These Terms and Conditions of Service are an integral part of Seller Store Service Agreement (hereinafter the "Service Agreement") and are as valid as the main body of the Service Agreement and legally binding on Seller. Seller shall be bound by these Terms and Conditions when operating any of the specific store referred to in the schedules of the Service Agreement hereto.

TiKi will publicize written notices if have any changes seven (7) days prior to be applied on Tiki Seller Center. It is deemed that Seller agree to be bound by such rules if it continues to use the platform services. Seller further understands and agrees that if it does not agree to any of the updated, adjusted and amended notices, it shall terminate this Agreement and cease to operate its Store on TiKi Platform.

### 2.1 Fee Table

- a) Security Deposit Fee: 0 VND
- b) Platform Service Fee: 0 VND
- c) Sales Commission Fee:

Cate 1	Cate 2	Commission fee (included VAT)
Electronics	Camera/Mobile & Tablet/TV-Audio/Computers & Laptop/Video & Gaming& Wearable/Phone Accessories	4%
Non Electronics	Fashion/FMCG/Home Living/Home Appliances/Motors/Stationery/Gifts...	8%

- d) TiKi Payment Fee: 2%/ listing price

### 2.2 Fees collected on behalf of logistics partner

Vietnam Last mile Fee: 2%/listing price

TiKi will deduct the corresponding amount from the unsettled payments on behalf of partner

### 2.3 Payment Policies

Seller duly authorizes Tiki to be the payment processing agent of Seller in the Transactions involving Seller. As the payment processing agent of Seller, Tiki shall have the following rights

- a) Collect, reconcile and execute all Transactions involving Seller;
- b) Deduct the Activity Fees and other fees (including but not limited to Default Fees), penalties, taxes, and advanced payments which Tiki made on behalf of Seller from the final Payment;
- c) Remit the funds to the vendors of Sellers who participate in the facilitation of the Transaction, per Seller instruction;
- d) Transfer the remaining balance to Seller's bank, per Seller instruction.

Seller have the following responsibilities

- a) Ensure that the Listing Price of all Goods are sufficient to cover all fees, associated to the transaction, of Tiki and the vendors of Sellers;
- b) Ensure the legality of the transaction as well as all taxes and duties which may arise from the transaction;
- c) Promptly reimburse Tiki for any expenses or advanced payment made on behalf of Seller;
- d) Inform Tiki of any outstanding debt or payment to be made to the vendors involving in the Transaction;

e) Other responsibilities as laid out in Seller Agreement.

#### **2.4 Payment Cycles**

The payment period applied to the Parties (hereinafter referred to as "Payment period") shall be made 2 times (twice) per calendar month with the following details

The first Payment period shall be from the 1st day to the 15th day of a calendar month ("The First Payment Period");

The second Payment period shall be from the 16th day to the last day of a calendar month ("The Second Payment Period");

Tiki will provide Seller and Account Statement within 3 days of the closing of previous cycle.

Tiki shall be exempt from the responsibilities for any overdue payment of Seller or Seller's vendors due to any reasons or Events of Force Majeure.

#### **2.5 Dispute Resolution Process**

Seller has the rights to submit the Complaint with respect to any transaction that Seller considers to have problem in the process of check of the Statement on the system of Sales Center. The complaint must be filed within 30 (thirty) days from the date of Statement issuance.

Upon receipt of the Complaint of Seller, Tiki shall verify the information and handle the Complaint of Seller, and the Parties shall unanimously agree on the final settlement for the Complaint Transactions and reach for Settled Transactions. Settled Transactions shall be included in the latest Payment Period

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### **Schedule 3: After Sales Service Rules**

These Terms and Conditions of Service are an integral part of Seller Store Service Agreement (hereinafter the "Service Agreement") and are as valid as the main body of the Service Agreement and legally binding on Seller. Seller shall be bound by these Terms and Conditions when operating any of the specific store referred to in the schedules of the Service Agreement hereto.

TiKi will publicize written notices if have any changes seven (7) days prior to be applied on Tiki Seller Center. It is deemed that Seller agree to be bound by such rules if it continues to use the platform services. Seller further understands and agrees that if it does not agree to any of the updated, adjusted and amended notices, it shall terminate this Agreement and cease to operate its Store on TiKi Platform.

3.1 Seller shall provide Users with sales services and after-sales services, including but not limited to answering inquiries on services and products offered by Seller and return, replacement and repair of products

#### **3.2 After Sales Policies**

Within the defined period and requirements declared publicly by Tiki, Users have the right to request the return of Goods that was purchased from Seller. Details at: <http://ti.ki/chinh-sach-doi-tra>. Tiki will on behalf of Seller perform the return of goods, inspect and declare the request of return/exchange of Users.

In the event Tiki has to proceed return request due to defective goods or incomplete goods (missing part of products or accessories/gift as Seller claim on Tiki Platform), Tiki will collect a fee to compensate for any losses or expenses incurred.

#### **3.3 Procedures**

Where Users submit for return order which meet all requirements declared on Tiki Platform, such request shall be settled under the procedure as follows:

- a) Step 1: Tiki shall check customers' return application and follow the after-sales policies of Tiki to determine whether that request meets the conditions for return.
- b) Step 2: After the completion of inspection, the after-sales department of Tiki shall generate "Returned Merchandise Authorization" code (RMA) to proceed return request of Customers including the description of the products complained by the Customers, number of Purchase Order, reasons for complaint and the settlement that the Customers desire to be handled.
- c) Step 3: The after-sales department of Tiki will receive RMA code and guide the Customers to return the product to Tiki in order for inspection and handling
- d) Step 4: Tiki will receive the product, inspect and determine the settlement with the Users
- e) Step 5: Based on the faults determined by the After-sales department, in case such faults related to Seller, Seller has the rights to dispute and request for re-inspection within 48 (forty eight) hours after Tiki solve for Users, and send to Tiki official channel ([partnersupport@tiki.vn](mailto:partnersupport@tiki.vn)). After 48 (forty-eight) hours, in case Seller has no feedback, it is deemed that the Parties has agreed on the conclusion and the expenses shall be included in the latest cross-check period.
- f) TiKi has right to claim Sellers on refunded amount which TiKi has been refunded for Users on behalf of Sellers. In case Seller claims and TiKi agrees, TiKi will be responsible for refunded amount which TiKi already proceeded for Users.

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(Signature page)

The Parties have carefully read and negotiated all the contents of this Agreement and its schedules. All the provisions, especially underlined provisions, have been fully interpreted and communicated between the Parties. The Parties agree to observe all the provisions of this Agreement and affix their respective seals below for confirmation:

Date:

TiKi:

Authorized representative (signature & seal):

Seller:

Authorized representative (signature & seal):