

**– SELLER AGREEMENT –
COVER PAGE**

Reference Number: 3.5 (March 2018)

1. This cover page applies and is incorporated by reference to the Seller Agreement between **ECART SERVICES MALAYSIA SDN BHD, LAZADA SINGAPORE PTE LTD, LAZADA LTD, LAZADA E-SERVICES PHILIPPINES, INC., PT ECART WEBPORTAL INDONESIA** and **RECESS COMPANY LIMITED** (hereinafter “**Lazada**”) and a marketplace seller (hereinafter the “**Seller**”) (Lazada and Seller hereinafter individually “**Party**” and collectively “**Parties**”, as the context may require) for the activities provided by Lazada to the Seller of listing and selling products (hereinafter “**Goods**”) on and through any of the following websites: www.lazada.co.id, www.lazada.com.my, www.lazada.com.ph, www.lazada.sg, www.lazada.co.th, www.lazada.vn, or any other internet domain property of Lazada (hereinafter the “**Platform**”), collecting, reconciling and executing all Transactions involving the Seller through the Platform as a payment processing agent for the Seller, and other related content production, sales traffic activities and/or Order fulfilment activities or such other activities provided by Lazada to the Seller (hereinafter “**Activities**”), as agreed in writing between Lazada and the Seller.
2. The digital signatures herein indicate each Lazada party's express intention to be bound by the terms of the Seller Agreement (including the General Terms and Conditions (Reference Number: 3.5)).
3. This cover page supplements, and is made a part of the Seller Agreement.
4. To the extent that anything contained in this cover page conflicts with the General Terms and Conditions, the General Terms and Conditions shall prevail.
5. Except as specifically required to implement this Cover Page, all other provisions of the Seller Agreement shall remain in full force and effect to the benefit of the Parties.

Signed by Authorised Signatory)
for and on behalf of)
LAZADA SINGAPORE PTE LTD)
Date)

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Alexis Lanternier

Signed by Authorised Signatory)
for and on behalf of)
ECART SERVICES MALAYSIA SDN BHD)
Date)

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Christophe Lejeune

Signed by Authorised Signatory)
for and on behalf of)
LAZADA E-SERVICES PHILIPPINES, INC.)
Date)

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Signed by Authorised Signatory)
for and on behalf of)
PT ECART WEBPORTAL, INDONESIA)
Date)

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Duri Granzioi
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Duri Granzioi

Signed by Authorised Signatory)
for and on behalf of)
RECESS COMPANY LIMITED)
Date)

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Linh D. Truong
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Linh D. Truong

Signed by Authorised Signatory)
for and on behalf of)
LAZADA LTD)
Date)

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**– SELLER AGREEMENT –
GENERAL TERMS AND CONDITIONS**

Reference Number: 3.5

1. Scope

- 1.1 These General Terms and Conditions (hereinafter “**Terms**”) apply to the Seller Agreement between **ECART SERVICES MALAYSIA SDN BHD, LAZADA SINGAPORE PTE LTD, LAZADA LTD, LAZADA E-SERVICES PHILIPPINES, INC., PT ECART WEBPORTAL INDONESIA** and **RECESS COMPANY LIMITED** (hereinafter “**Lazada**”) and a marketplace seller (hereinafter the “**Seller**”) (Lazada and Seller hereinafter individually a “**Party**” and collectively “**Parties**”, as the context may require) for the activities provided by Lazada to the Seller of listing and selling products (hereinafter “**Goods**”) on and through any of the following websites: www.lazada.co.id, www.lazada.com.my, www.lazada.com.ph, www.lazada.sg, www.lazada.co.th, www.lazada.vn, or any other internet domain property of Lazada (hereinafter the “**Platform**”), collecting, reconciling and executing all Transactions involving the Seller through the Platform as a payment processing agent for the Seller, and other related content production, sales traffic activities and/or Order fulfilment activities or such other activities provided by Lazada to the Seller (hereinafter “**Activities**”), as agreed in writing between Lazada and the Seller.
- 1.2 The Seller Agreement include the Digital Goods Schedule, the Groceries Schedule and such other schedules that may be incorporated by publication or notification in writing by Lazada from time to time (collectively, “**Schedules**”). In the event of any inconsistency between any provision in these Terms and any provision in any of the schedules in relation to the subject matter of the schedule, the schedule shall prevail.
- 1.3 The Seller cannot assign, transfer or subcontract all or part of its rights and/or obligations deriving from the Seller Agreement, without the prior written consent of Lazada. Lazada may assign, transfer or subcontract all or part of its rights and/or obligations deriving from the Seller Agreement and shall have the right to use any service providers, subcontractors and/or agents on such terms as Lazada deems appropriate.
- 1.4 The Seller will provide to Lazada telephone and email contact information for a designated contact or contacts available during business hours whom Lazada can contact regarding any of the responsibilities arising from the Seller Agreement (including, but not limited to, Content Material, sales traffic activities, stock level updating, Price updating, and Order fulfilment).
- 1.5 These Terms shall constitute the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements of the Parties with respect to the subject matter hereof.
- 1.6 Lazada may, in its sole discretion, change any of the terms and conditions contained in these Terms, or any fees, procedures and policies governing the subject matter of the Seller Agreement (which are incorporated by reference in the Seller Agreement), including any Schedules and Commission rates, from time to time. These changes will take effect seven (7) days from their publication on the Lazada University and/or Seller Centre, unless the Seller notifies Lazada within this period that it wishes to discontinue its use of the Platform and the Activities. Seller acknowledges and agrees that such changed or introduced procedures and policies will bind Seller upon their publication, and Seller will implement such changes or introductions required to ensure that it complies with the procedures and policies.

PART A. PROVISIONS APPLICABLE TO THE LISTING OF GOODS ON THE PLATFORM

2. Information about the Goods, Content Material

- 2.1 The Seller will provide content comprising accurate and complete product information, text, images and any other information related to the Goods for each type of Goods that the Seller makes available to be listed for sale through the Platform or to be the subject of sales traffic activities provided by Lazada (“**Content Material**”) in the format required by Lazada. The Seller will promptly update the Content Material as necessary to ensure it at all times remains accurate and complete. Seller agrees that it may from time to time request Lazada to assist in generating the Content Material by providing input or references in relation to the courses of the product information and text images, provided that

Lazada is not obliged to verify the accuracy, completeness and legality of the Content Material published on the Platform upon the Seller's request.

- 2.2 The Seller will ensure that the Content Material and, the offer and subsequent sale of any of the Goods, comply with applicable laws (including all minimum age, marking and labelling requirements, product warranties, specifications, drawings, samples and performance criteria) and do not contain any sexually explicit (except to the extent expressly permitted in written form by Lazada and allowed under applicable laws), defamatory or obscene materials.
- 2.3 The Seller will provide the text of the Content Material and the image of the Goods to Lazada in accordance with Lazada's standard policy including:
 - a. Seller Stock Keeping Unit code number;
 - b. Brand name, product name, model, and package content;
 - c. Dimensions (height, length and width) expressed in centimetres and weight expressed in kilograms;
 - d. Expiry date (if applicable);
 - e. Normal selling price; and
 - f. Warranty details including geographical coverage.
- 2.4 Unless specifically permitted by Lazada, the Seller is prohibited from selling any of the following Goods on the Platform (except to the extent permitted by the applicable laws of the country or countries, where the Good is listed for sale), including:
 - a. Goods that are required to be certified by or registered with a government authority under applicable laws or to obtain a distribution permit and/or other special permit from a government authority under applicable laws;
 - b. Goods related to safety, security, public health and environment which are required to have national standardization;
 - c. Any medicine including traditional medicine, cosmetics, food supplements, food and beverages, telecommunication equipment and apparatus, medical equipment, medical supplies;
 - d. Goods that are required to have local language (other than English) on its label, product manual, warranty statement, and/or other parts of the product or its packaging materials, and
 - e. other prohibited Goods including: weapons (including firearms, air rifle and similar and related goods), prohibited drugs, black market and imitated goods, pirated goods or copies of original goods, counterfeits, goods containing vulgar and pornographic content, multi-level marketing, money games, alcohol and other intoxicants, protected flora and fauna (including body parts, such as claws, fangs, skins, fluids, etc.), hazardous explosives and other products that violate applicable laws.

Particularly for consumable Goods or Goods having expiration date, the Seller must ensure that it provides Goods to the customer of the Goods ("**Customer**") with a reasonable period allowing the Customer to use such Goods before its expiration date according to applicable laws.

- 2.5 The Seller shall, at Lazada's request, provide Lazada with any documentation and information supporting the Seller's right to sell the applicable Goods on or through the Platform, including but not limited to the Seller's right, license and/or permit to sell such Goods, any documentation or agreement giving the Seller the right to distribute any particular item or brand of certain Goods, and if needed, the notarized copy, invoice or other proof thereof at Seller's cost. In the event of the Seller's improper use of intellectual property rights or distribution rights, sale of fake or counterfeit products or products prohibited from use, or distribution or sale under applicable laws as set forth in Article 2.4 above, Lazada may at its sole discretion take any or all of the following actions:
 - a. Seller's account on Lazada will be deactivated permanently with immediate effect, and will be withheld by Lazada, including all its outstanding payables;
 - b. suspend such Goods from being sold on the Platform with immediate effect;
 - c. Customers will be informed by Lazada of such event, and will be entitled to return the fake/counterfeit/non-conforming Goods and to get full refund;
 - d. all accounts payable to the Seller as per Lazada's accounting including Seller Centre account will be applied by Lazada towards amounts to be refunded to entitled Customers and/or to purchase substitute Goods to compensate the Customers;

- e. Seller may be required to complete additional training programs provided by Lazada or a third party designated by Lazada;
 - f. OVL (as defined under Article 13.5);
 - g. relevant local government authorities will be informed of the infringement or any illegality; and/or
 - h. Lazada may terminate this Seller Agreement.
- 2.6 In case of sale of refurbished Goods, imported Goods, white label Goods, or non-OEM Goods, Seller must comply and strictly follow Lazada's specific content requirements and the specific guidelines defined for such Goods on the content production manuals.
 - 2.7 Lazada shall have the right to immediately suspend the listing and sale of Goods on the Platform if, at its sole discretion, it determines that any part of the Content Material is incorrect, incomplete or not in compliance with applicable laws.
 - 2.8 The Seller shall indemnify and hold Lazada, its subsidiaries and affiliates harmless from and against any and all costs (including attorney fees and court costs on an indemnity basis), expenses, fines, penalties, losses, damages, and liabilities arising out of any claim, demand or action resulting from the inaccurate, incomplete or illegal information or otherwise relating to the Content Material provided by the Seller.
 - 2.9 The Seller hereby undertakes and represents that it has obtained all necessary licences, permits or approvals required for the listing and sale of the Goods on and through the Platform, for any country or countries, where the Goods are listed for sale, prior to the listing of Goods on the Platform.
 - 2.10 The Seller may not in its own capacity or request Lazada to provide any Content Material, or seek to list for sale on the Platform any Goods, or provide any uniform resource locator marks ("**URL Marks**") for use on the Platform, or request that any URL Marks be used on the Platform, unless the Seller has the right to publish the Content Material and has the right and license to sell such Goods under applicable laws.
 - 2.11 Content Material must be provided in the language requested by Lazada and, to the extent required by applicable law, in English and/or in the language of the country or countries in which the Goods are available to be listed for sale through the Platform. Lazada may from time to time arrange for the translation of the Content Material into local language of the country or countries in which Goods are available to be listed for sale through the Platform. Lazada is not required to verify the accuracy of the translation process and in no event shall Lazada be made liable for any errors or omissions arising from translating the Content Material into the relevant local languages.
 - 2.12 The Seller may in its own capacity or request Lazada to add text, disclaimers, warnings, notices, labels or other Content Material required by applicable law to be displayed in connection with the offer, merchandising, advertising or sale of the Goods.
 - 2.13 The Seller grants Lazada a royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all of the Content Material provided by the Seller, and to sublicense the foregoing rights to the affiliates and operators of Lazada including right to use and reproduce the Content Material for similar products; provided, however, that Lazada will not alter any of the trademarks from the form provided by the Seller (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with the removal requests of the Seller as to specific uses of such trademarks made available by the Seller pursuant to these Terms; provided further, however, that nothing in these Terms will prevent Lazada from using the Content Materials without the consent of the Seller to the extent that such use is permissible without a license from the Seller or the affiliates of the Seller under applicable laws.
 - 2.14 Lazada may use mechanisms that rate, or allow Customers to rate or review, the Goods of the Seller and/or the performance of the Seller as a seller and Lazada may make these ratings and reviews publicly available. Lazada shall not be responsible for the reviews and ratings generated by the mechanisms or Customers, in respect of any Goods and/or the performance of the Seller.
 - 2.15 Notwithstanding any provision of these Terms, Lazada will have the right, in its sole discretion, to determine the functionality of the Platform including Content Material, structure, appearance, design, and all other aspects of the Platform, the selling through the Platform, as well as , if any, sales traffic activities, (including the right to re-design, modify, remove or alter the content, appearance, design, meta-tags, titles, mark-ups, style sheets, scripts, applications, internal and external links and other

aspects of, and prevent or restrict access to the Platform and any element, aspect, portion or feature thereof (including any product listings), from time to time).

- 2.16 Lazada may, with prior written notice given to the Seller, inspect the Seller's Goods and any storage, facility and/or warehouse in which the Goods are stored or located to ensure the Seller's compliance with these Terms and applicable laws.

3 Sales traffic activities

- 3.1 Lazada may provide to the Seller dedicated sales traffic activities (hereinafter "**Sales Traffic Activities**").
- 3.2 Lazada shall have the right, in its sole discretion, to decide the scheduling and the relevant share for each one of the specific Sales Traffic Activities, unless otherwise agreed in written form by the Parties.
- 3.3 The Seller will not, directly or indirectly, engage in any fraudulent, impermissible, inappropriate or unlawful activities in connection with the Seller's participation in or use of the Sales Traffic Activities, including:
- a. generating fraudulent, repetitive or otherwise invalid clicks, impressions, queries or other interactions, whether through the use of automated applications or otherwise;
 - b. other than through reporting offered by Lazada under the Sales Traffic Activities, collecting any user information, indexing or caching any portion from the Platform, whether through the use of automated applications or otherwise;
 - c. targeting communications of any kind on the basis of the intended recipient being a user of the Platform;
 - d. interfering with the proper working of the Platform, the Activities or Lazada's systems;
 - e. transmitting any viruses, Trojan horses or other harmful code; or
 - f. attempting to bypass any mechanism Lazada uses to detect or prevent such activities.
- 3.4 Unless otherwise prohibited under applicable laws, Sales Traffic Activities shall be considered, in accordance to these Terms, as a part of the Activities provided by Lazada to the Seller.
- 3.5 Parties agree that any other sales traffic activities not governed under these Terms shall be subject to separate terms and conditions to be mutually agreed between the Parties.

4 Stock level updating and Listing Price updating

- 4.1 The Seller will provide, in the format and at such times as Lazada may require, accurate, updated and complete information about the availability status, stock level and listing of each Good that the Seller makes available to be listed for sale through the Platform, for any country or countries, where the Good is listed for sale ("**Listing Price**").
- 4.2 Notwithstanding with any other provision in these Terms, the Seller will use its best endeavours to provide, in the format and at such times as Lazada may require, the most competitive Listing Price for each Good that the Seller makes available to be listed for sale through the Platform, compared to the price of the same Good listed for sale on other, if any, electronic Platforms and/or retail stores. To the fullest extent permitted by law, Seller shall ensure that the Listing Price for each Good that the Seller makes available for sale through the Platform is no higher than the price offered by the Seller to any customer not through the Platform purchasing same or similar Good in equal to or less quantity and under same or similar terms and conditions. In any such event, the Seller shall, and Lazada may require the Seller to, lower the Listing Price and match the Listing Price to such lower selling price. In case the Seller fails to match the Listing Price to such lower selling price, Lazada may, at its sole discretion, take any or both of the following actions:
- a. any promotion or pricing benefits available to the Seller will be cancelled or suspended with immediate effect; and/or
 - b. Seller's Goods will be suspended from being sold on the Platform with immediate effect.
- 4.3 To the fullest extent permitted by law, the Seller's Listing Price posted on the Platform shall always conform to Lazada's pricing policies in effect. In the event the Seller breaches any of such pricing policies, Lazada may at its sole discretion take any or all of the following actions:
- a. Seller's Goods will be suspended from being sold on the Platform with immediate effect;
 - b. Seller's account on Lazada will be deactivated permanently with immediate effect;
 - c. Seller's account will be withheld by Lazada, including all its outstanding payables;
 - d. OVL (as defined under Article 13.5); and/or
 - e. Seller will be required to pay a penalty fee, the amount of which shall be determined by Lazada.

- 4.4 Seller shall be fully responsible for any error or mistake in the Listing Price posted on the Platform. An Order placed based on the Listing Price posted by the Seller is binding to the Seller and the Seller shall sell the applicable Good at such Listing Price to the Customer. In case the Seller fails to comply with this Article, the Seller shall, upon Lazada's request:
- a. fulfil all Orders made on the Platform at the Listing Price;
 - b. Seller's account on Lazada will be deactivated permanently and with immediate effect; and/or
 - c. pay a penalty fee, the amount of which shall be determined by Lazada.

5 Suspension of Listing of Goods on the Platform

- 5.1 Notwithstanding any provision in these Terms, Lazada will have the right, in its sole discretion, to delay or suspend listing of, or to refuse to list, or to de-list, or to require the Seller not to list, any or all Goods that the Seller makes available to be listed for sale through the Platform or be subject to Sales Traffic Activities, if any, provided by Lazada.
- 5.2 The Seller shall not open multiple shops on the Platform, or list duplicate Stock Keeping Units. In the event of a breach by the Seller of this provision, Lazada may, at its sole discretion, suspend the Seller's listing of Goods on the Platform, or deactivate the Seller's account(s).

PART B. PROVISIONS APPLICABLE TO THE SALES OF GOODS ON THE PLATFORM

6 Access to IT tools

- 6.1 Any password provided by Lazada to the Seller may be used only during the period the Seller is permitted to use the Platform, manage the catalogue of Goods listed on the Platform, update information about the Goods (e.g. availability status, stock levels and Prices), electronically accept and fulfil the Orders (as defined in Article 7.1 below) and review the all completed transactions in the Seller's account ("**Transactions**").
- 6.2 The Seller is solely responsible for maintaining the security of its password. The Seller may not disclose its password to any third party (other than third parties authorized by Lazada to use its account in accordance with these Terms) and is solely responsible for any use of or action taken by those using its password. If the Seller is of the view that the password is compromised, the Seller must immediately change it.
- 6.3 The Seller may manage its information, listings and Orders on Seller Centre (and the various country-specific domains).

7 Customer information and Customer Service

- 7.1 Lazada will own all the account information about Customers of Goods through the Platform (hereinafter "**Customer Information**"), the information about the sale of Goods to Customers through the Platform (hereinafter "**Order**") and information related to the Orders including payments, Activity Fees (as defined in Article 12.1 below), disbursements, refunds, penalties and adjustments, and Lazada will not be liable to pay any royalties or fees to the Seller in connection with the use of any such Customer account information.
- 7.2 The Seller will not confirm Orders, deliveries or give any further information about the fulfilment of the Orders to the Customer, including by mail, email, telephone, fax or any other means of communication other than via Lazada.
- 7.3 Lazada will be responsible for and have sole discretion to deal with Customers relating to Orders.
- 7.4 Lazada will have the right to determine at its sole discretion, according to Lazada's policy, whether a Customer will receive a refund, adjustment or replacement and to require the Seller to reimburse Lazada if Lazada determines that the Seller shall refund, adjust or replace the applicable Good in accordance with these Terms.
- 7.5 Seller shall utilise Customer Information disclosed by Lazada to Seller or to which Seller has otherwise collected or obtained access to pursuant to or in connection with the Seller Agreement, solely for purposes of performing the Seller's obligations under the Seller Agreement, and shall not sell, assign, license, publish, lease or otherwise commercially exploit any Customer Information or utilize Customer Information in any manner for its own benefits or carry out any data mining, data compilation or data extraction for the purposes of statistical or trade analysis or otherwise, based on or in connection with the Customer Information. All Customer Information shall not be disclosed to any third party without

the prior written consent of Lazada, and shall be disclosed within Seller's organisation only on a need-to-know, confidential basis. Seller acknowledges and agrees that any failure by it to comply with this Article 7.5 shall constitute a material breach of the Seller Agreement.

8 Order verification

- 8.1 Lazada may in its sole discretion withhold for investigation and/or refuse to process any Order. Lazada may use the support of one or more third-party processors or financial institutions or such other service providers in connection with the Platform.
- 8.2 The prices indicated in the Order shall not be subject to any variations and, unless otherwise agreed in writing, shall include fulfilment costs (e.g., packaging, storing or delivery costs) according to the model to fulfil the Orders of the Goods, as agreed between the Seller and Lazada, as well as charges, Activity Fees and risks, if any, related to the fulfilment, Activities and payment method of the Order. Lazada shall have the right to reject any particular form of Order or payment for the Goods, and not to honour or accept any discounts, coupons, gift certificates, or other offers or incentives made available by the Seller.
- 8.3 Lazada (directly or indirectly through a third party at its sole discretion) will bear the risk of credit card fraud (e.g. fraudulent purchases arising from the theft or unauthorized use of a Customer's credit card information) occurring in connection with the transactions, except with respect to Transactions that the Seller does not fulfil in accordance with the Order information. The Seller will bear all other risk of fraud or loss. The Seller will promptly inform Lazada of any changes to the nature or specifications of the Goods, or any pattern of fraudulent or other improper activity with respect to any of the Goods that may result in a higher incidence of fraud or other impropriety associated with Transactions involving the Goods.
- 8.4 Lazada may, from time to time and on such terms as it may prescribe, collect shipping fees from the Customers on the Seller's behalf. In the event shipping fees are collected from the Customers on the Seller's behalf, the Seller shall reduce the Listing Price for the Goods accordingly. If so required under the applicable laws, the Customer or Lazada, the Seller shall issue an invoice for the shipping fees collected by Lazada on behalf of the Seller.

9 Order fulfilment

- 9.1 Unless specifically permitted and/or directed by Lazada, the Parties agree that the order fulfilment model for all Goods shall be "**Lazada Global Shipping**", which shall be governed by and subject to the **Lazada Global Shipping Agreement** and **Cross Border Logistics Services Agreement** executed by the Seller and the appointed logistics provider ("**Cross Border Logistics Services Agreement**" shall refer to both of these agreements). If specifically permitted and/or directed by Lazada, the Seller may be permitted to use the order fulfilment model of "**Fulfilment by the Seller**", also known as **drop-shipping** by the Seller.
- 9.2 The Seller shall be responsible for fulfilling all Orders for Goods in the quantity sold through the Platform and/or as communicated by Lazada. All Orders will be final and may not be cancelled or revoked by the Seller except as otherwise provided for in these Terms.
- 9.3 Lazada will provide to the Seller information in relation to each Order for Goods made through the Platform, and support with the coordination of post sales activities including answering customer enquiries and processing returns.
- 9.4 The Seller undertakes that it will fully comply with all applicable laws relating to the sale of the Goods through the Platform under the agreement between the Seller and the Customer concerning the supply of the Goods, which is the scope of the Order ("**Customer Agreement**") (including, but not limited to consumer protection regulations and all local regulations regarding importation of goods and/or services of applicable country, and all local regulations relating to the shipment of prohibited items in all applicable countries). In the event that the Seller violates this Article, the Seller shall indemnify and hold Lazada harmless for any damages, costs or and/or expenses arising out of such violation, and Lazada may, at its sole discretion, take any or all of the following actions:
 - a. Seller's Goods will be suspended from being sold on the Platform with immediate effect;
 - b. Seller's account on Lazada will be deactivated permanently with immediate effect;
 - c. Seller's account will be withheld by Lazada, including all its outstanding payables; and/or

- d. Seller will be required to pay a penalty fee, the amount of which shall be determined by Lazada.
- 9.5 The Seller agrees to stop and/or cancel any Orders if Lazada so directs, according to Lazada's policy. If the Customer has already been charged for such Orders, Lazada will execute refunds (and any adjustments) and credit the applicable Customer account. The Seller will reimburse Lazada for all amounts so credited and costs associated with the refund.
- 9.6 If required by law, the Seller shall be responsible to take out appropriate insurance covering the events mentioned above, as well as any other obligation under the Seller Agreement. Where required by law, the Seller shall be responsible for providing a warranty for Goods.
- 9.7 The Seller shall, in any case, wrap and pack the original packaging of the Goods, when preparing the Goods for the shipment. In any case, the packaging shall guarantee the integrity of the Goods as well as of the related original packaging. Lazada will not be responsible for the intact preservation of the Goods' original boxes. It is the Seller's responsibility to properly package each box and the packaging materials used might include bubble wrap and/or plastic/paper coverage. Seller is required to use additional packaging material for bulky products including refrigerator, washing machine, dishwasher, television, air conditioner and home theatres.
- 9.8 If the Seller fails to ship any Order within the stipulated cut-off times in Lazada's delivery or fulfilment policy, Lazada may, at its sole discretion, cancel any Order and penalise the Seller in accordance with the Seller Policy.
- 9.9 Where the fulfilment model is "Fulfilment by the Seller", the Seller will be solely responsible for, and bear all risk and liability for, sourcing, storing, selling, packaging and providing warranty for all Goods, as well as delivering the Orders to the recipient and the shipping address specified in the Order in accordance with applicable laws at all times. The Seller shall be responsible for any non-conformity or defect in, damage to, or theft of or claims regarding the sourcing, storing, selling, packaging, order processing or failed order processing of the Goods, or other issue arising in connection with the fulfilment of the Order, except to the extent caused by:
- a. credit card fraud for which Lazada is responsible; or
 - b. failure of Lazada to make available to the Seller information about the Order.
- 9.10 Where the fulfilment model is "Fulfilment by the Seller", the Seller will be responsible in accordance with Lazada's returns and cancellation policy, for all costs incurred to ship the Goods as well as the cost of any failed delivery (meaning any Customer Agreement which cannot be successfully fulfilled because a) the delivery address reported on the Order is not correct; b) mistakes, errors or inaccurate information including tracking number, shipment information provided to Lazada and/or to third-party carrier, c) the Customer is not reachable after various attempts; or d) the Customer refuses and cancels the Order when the Good is delivered to the address specified on the Order) or return of Goods, including cost of freight and transit insurance. The Seller shall also be responsible, at its own cost, for payment of all customs, duties, taxes and any other charges related to the shipping and custom clearance of Goods including instances in which the relevant authority imposes a different valuation method for assessing the value of the Goods than according to the price of the Goods in the Order.
- 9.11 Lazada shall have the right, in its sole discretion, and subject to applicable laws, to restrict the destinations to which the Seller may ship Goods sold on or through the Platform.
- 9.12 Lazada shall, under no circumstances, be listed as the importer, exporter, consignor or consignee in any export or import documentation. If Lazada is listed as the importer, exporter, consignor or consignee in any export or import documentation, Lazada shall have the right to refuse to accept the Goods and/or cancel the Order covered by such documents and any costs assessed against or incurred by Lazada will be deducted from amounts payable to the Seller, or by other method at Lazada's election. Moreover, if Lazada decides, in its sole discretion, to support the Seller with the completion of the import procedures of the carrier, or any activities arising from such procedures, Lazada shall have the right to deduct from amounts payable to the Seller, or by other method at Lazada's election, any costs or fees or penalties assessed against or incurred by Lazada.
- 9.13 The Customer Agreement shall be fulfilled upon receipt by Lazada of a receipt signed by the Customer by way of acceptance, or any other way, as may be determined by Lazada, in its sole discretion. Lazada shall not be a party to the Customer Agreement, and shall not be liable to any party in relation thereto.
- 9.14 The title to the Goods shall remain with the Seller until the Goods have cleared all export procedures and customs clearance at the port of export. Notwithstanding that the title to the Goods shall pass to

the Customer upon the clearance of all export procedures and customs clearance at the port of export, the risk of the Goods shall remain with the Seller at all times until the fulfilment of the Customer Agreement. The Customer Agreement shall be deemed to be entered into and perfected at the Seller's principal place of business.

10 Returns and Failed Deliveries

- 10.1 The Seller will accept failed deliveries and returns if Lazada so directs, as well as returns according to Lazada's policy. Details of the returns and failed delivery policy and process (including any changes thereto) shall be published or notified in writing by Lazada on Seller Centre or Lazada University.
- 10.2 If the Customer has already been charged for the return or failed delivery, Lazada will execute refunds to the Customer. Lazada will route all refunds (and any adjustments) and credit the applicable Customer account. The Seller will reimburse Lazada for all amounts so credited. Lazada shall have the right to modify or discontinue the mechanism for processing returns and adjustments at any time.
- 10.3 Lazada may at its sole discretion coordinate the quality inspection of the returned Goods. If Lazada or any third party of its choice, determines during the quality inspection that the returned Good is faulty or damaged, that the Good cannot be offered to other Customers because of this fault or damage and that this fault or damage has been caused by the Customer, the Seller will not be liable to accept the returned Good.
- a. Seller may request for reimbursement of the full value of Goods where the returned Goods received by the Seller fall outside of Lazada's return policy. The request shall be made and dealt with in the following manner:
 - i. If the returned Goods have been collected or received by the Seller and the returned Goods fall outside of Lazada's return policy, the Seller has to submit a written request with supporting documentation within seven (7) days of the receipt or collection of the returned Goods. Lazada shall have the sole discretion to determine the outcome of the claim raised by the Seller and Lazada's decision shall be deemed final.
 - ii. Notwithstanding the foregoing articles of this Article 10.3, any costs or expenses incurred in connection with the return of the returned Goods, including but not limited to payment processing costs, shall not be reimbursable to the Seller.
 - b. The amount of reimbursement to be made by Lazada to the Seller shall be determined by Lazada on a case by case basis after considering various factors, including but not limited to the severity of the damage, the lost value of the Good and the Seller's sales and return history. Notwithstanding the foregoing, Lazada may in its sole discretion reject any reimbursement request by the Seller.
- 10.4 Lazada shall not be liable for any claims, demands, liabilities, expenses, losses, cost or damage arising from or relating to the coordination of the delivery or the quality inspection of returned Goods – including, but not limited to, the decay of perishable Good in respect of all direct and indirect losses, special or consequential, including but not limited to loss of revenue, loss of business, loss of anticipated savings or lost profits.
- 10.5 The Seller is responsible for any non-conformity or defect in, or any public or private recall of, any of the Goods. The Seller will promptly notify Lazada of any such non-conformity, defect, or public or private recall, or the threat thereof, and cooperate and assist Lazada in connection with any recalls, including by initiating the procedures for returning Goods to the Seller under the standard processes of Lazada. The Seller will be responsible for all costs and expenses Lazada or any of Lazada's affiliates incur in connection with any recall or threatened recall of any of the Goods (including the costs to return, store, repair, liquidate or deliver to the Seller or any vendor any of these products).
- 10.6 Unless otherwise agreed in writing by the Parties, Lazada will collect, reconcile and credit to the Seller the Commission related to any Order that is the subject of a return or failed delivery. Lazada will not credit to the Seller any other charges and/or fees related to any returned or failed delivery (such as Payment Fees).
- 10.7 In the event the fulfilment of any Order is unable to be completed due to any circumstances, including Order cancellation or failed delivery to the Customer (or such designated recipient stated in the Order), the title to the Goods shall immediately revert to the Seller. The Seller shall take title of all Goods that are returned by Customers.

- 10.8 If, pursuant to the Cross Border Logistics Services Agreement, the Seller authorises the appointed logistics provider to offer a Good that is the subject of a failed delivery for fulfilment of a subsequent Order within the same country, Lazada will charge and reconcile:
- a. Payment Fees for both the first Order that is the subject of the failed delivery and the subsequent Order (irrespective of the success of the delivery of such Order); and
 - b. Commission in respect of the subsequent Order, provided that the Order is successfully completed and delivered to the Customer.

11 Faults, defects and non-compliance of Goods

- 11.1 The Seller warrants that all delivered Goods will comply with the specifications listed on the Platform and with applicable laws (that the Goods strictly conform to any and all product warranties, specifications, drawings, samples, performance criteria and all applicable quality, safety and hygiene requirements), and will be free from faults and defects. Lazada shall have the right to make, at any time, directly or through a third party of its choice, a quantity and quality check and to communicate any fault, defect or non-compliance to the Seller by any written means within thirty (30) days of the discovery of the fault, defect or non-compliance.
- 11.2 In the event of any fault, defect or non-compliance with applicable laws and/or specifications listed on the Platform in relation to Goods delivered to the Customer, Lazada may collect such Goods from the Customer, and all costs and expenses associated with such collection will be borne by the Seller.
- 11.3 Notwithstanding anything to the contrary, Lazada shall have the right at all times to be compensated by the Seller for any damage suffered as a consequence of any fault, defect and non-compliance with respect to any of the Seller's Goods.
- 11.4 The Seller shall indemnify Lazada from any cost, loss, expense or damage deriving from any third-party claims, legal actions or proceedings brought against Lazada and deriving from or in connection with the sale and use of the defective, faulty and/or non-compliant Goods.
- 11.5 In the event that the Seller lists on the Platform any fake or counterfeit products or products prohibited from use, distribution or sale under applicable laws, or submits any document or agreement (including invoices) for a product that Lazada suspects to be fake, falsified, fabricated or counterfeit, Lazada may at its sole discretion take any or all of the actions listed under Article 2.5 above.
- 11.6 In the event that the 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 Lazada or its Customers, or (iii) provides a misleading, incorrect, and/or fraudulent Goods or any such contents on the Platform, Lazada may at its sole discretion take any or all of the actions listed under Article 2.5 above.

12 Activity Fee

- 12.1 Lazada will invoice to the Seller a fee (hereinafter "**Activity Fee**" or "**Commission**") for the Activities provided by Lazada to the Seller (such as the (i) listing and publication of Goods on the Platform, (ii) listing and publication of Content Material, (iii) Sales Traffic Activities, (iv) Order verification and processing activities, (v) coordination of returns, cancellations and failed deliveries, and (vi) Customer and Seller support services), in accordance with applicable laws. The Commission shall be calculated as a percentage of the Listing Price of the Good or Goods of a fulfilled Customer Agreement (i.e., where the Order status is "delivered" on Seller Centre), and in local currency. Lazada may, from time to time, update the Commission rates by publication and notification in writing on Seller Centre or Lazada University.
- 12.2 Unless otherwise stated, coupons and discount codes shall not be considered in the calculation of the Commission.
- 12.3 Unless otherwise agreed in writing, settlement of the invoices for Activity Fees shall be effected by setting off against funds in the Seller's account with Lazada.

13 Payments

- 13.1 Lazada will collect all payments from the Customer (including all cash on delivery payments) as payment processing agent for the Seller and will have the exclusive right to do so, and will remit such funds to the Seller (directly or through an appointed payment agent) in accordance with these Terms. Lazada may, from time to time, appoint logistics service providers/carriers of Goods to also collect

payments from the Customer (including cash on delivery payments). Lazada shall charge a fee for the order processing and payment processing activities and services carried out in respect of the Orders ("**Payment Fee**"), which will be calculated as a percentage of the Listing Price of the Good or Goods (not taking into account any coupon or discount code) of a fulfilled Customer Agreement (i.e., where the Order status is "delivered" on Seller Centre), and in local currency. Lazada may, from time to time, update the Payment Fees by publication and notification in writing on Seller Centre and/or Lazada University.

- 13.2 Lazada will reconcile and pay to the Seller all payments and claims, subject to any refunds, and other adjustments in accordance with these Terms (collectively, the "**Payments**"). Payments shall be made in accordance with the accepted payment mechanisms available on the Seller Centre, or as agreed in writing by the Parties. Unless otherwise stated, all Payments shall be reconciled and paid on a weekly basis, in respect of Orders that have been delivered (based on the Order status shown on Seller Centre as of the cut-off date for reconciliation). The Seller acknowledges that the Order status on Seller Centre may be subject to delays caused by third parties or factors outside of Lazada's reasonable control, and may not be updated on public holidays and weekends. In the event of any overpayment or underpayment in respect of any Orders or Transactions (including but not limited to miscalculated fees, resolved queries and delivery status corrections), the corresponding adjustment will be reflected in the next Payment.
- 13.3 If Lazada concludes that the actions and/or performance of the Seller, in connection with the Seller Agreement, the Customer Agreement, and such third-party agreements relating to Seller's obligations may result in any dispute with Customers, chargebacks or other third-party claims, or there are any sums owed by the Seller to Lazada, or any claims of third parties against Lazada arising from the Seller's performance, whether under a purchase order or under any other document, then Lazada may, in its sole discretion, withhold any Payments for the shorter of:
- a. a period of ninety (90) days following the date of suspension; and
 - b. completion of any investigation(s) regarding the actions of the Seller and/or performance in connection with the Seller Agreement, Customer Agreement, these Terms and any other document.
- 13.4 In case of breach of contract by the Seller, Lazada shall, without limitation, have the right to delay or suspend Payments. Any Payment made by Lazada shall not in any way be considered as a waiver of its rights under these Terms or the provisions set out in the Order.
- 13.5 Lazada shall have the right to impose Order value and/or Transaction limits ("**OVL**"), either a minimum limit or a maximum limit, on some or all Customers or the Seller relating to the value of any Transaction, the cumulative value of all Transactions during a period of time, or the number of Transactions per day or other period of time. Lazada will not be liable to the Seller:
- a. if Lazada does not proceed with an Order or Transaction that would exceed any limit established by Lazada; or
 - b. if Lazada permits a Customer to withdraw from a Transaction because the Platform or the Goods are unavailable following the commencement of a Transaction.
- 13.6 Any withholding tax payable by or on account of the Seller for any sale of goods in Vietnam shall be borne by Recess Company Limited. Other than the withholding tax expressly provided herein, the Seller shall be responsible for all other relevant taxes, duties, fees and other charges arising out of or associated with the Payments, and the Seller undertakes to Lazada that it shall pay all such taxes, duties, fees and other charges on time. To the extent required by law, Lazada shall be entitled to withhold any and all taxes in connection with the Payments. In the event that Lazada is held liable for any taxes in connection with the Payments, the Seller shall indemnify Lazada for such tax liability irrespective of when such tax liability is assessed. In the event that Lazada is held liable for any taxes or held as a tax agent of the Seller in connection with the Payments, the Seller shall indemnify Lazada for such tax liability or tax compliance costs irrespective of when such tax liability is assessed.
- 13.7 Any inquiry or complaint about the payment of an Order shall be received by Lazada within one hundred and twenty (120) calendar days after the Order date. Lazada will not accept any queries regarding an order after this point and Seller waives the right to dispute any charges not disputed within this timeframe.
- 13.8 As a payment processing agent, Lazada shall take no responsibility with respect to the legality of the payment transactions between the Customer and the Seller relating to the Orders made through the

Platform. The Seller undertakes that all payment transactions are in compliance with the applicable laws (including anti-laundering regulations).

- 13.9 The Seller shall produce a tax invoice (in accordance with the applicable laws) and physically send it to the respective customers for every successful sale. Seller agrees that it is the Seller's responsibility to determine whether Seller Taxes apply to the Transactions and to collect, report, and remit the correct Seller Taxes to the appropriate tax authority, and that Lazada is not obligated to determine whether Seller Taxes apply and is not responsible to collect, report, or remit any sales, use, or similar taxes arising from any Transaction. "**Seller Taxes**" means any and all sales, goods and services, use, excise, import, export, value added, consumption and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products by the Seller.
- 13.10 Lazada may, from time to time, on a goodwill basis, extend a rebate or discount to the Seller in respect of any Commission payable to Lazada, or any shipping or fulfilment fees payable by the Seller to an affiliate of Lazada. The terms of such rebate or discount (including the rates, scope and duration of the rebate or discount) shall be determined by Lazada in its sole discretion, and shall be notified in writing to the Seller by Lazada publishing the same on the Seller Centre and/or Lazada University. Where required by any applicable law, the Seller agrees that Lazada may generate an invoice (in the Seller's name) to give effect to the rebate and discount extended by Lazada.

14 Seller Policy

- 14.1 If the Seller violates any obligation under the Seller Agreement or Lazada's policies, the Seller shall be penalised in accordance with the Seller Policy and the applicable policies (as published on the Lazada University or Seller Centre from time to time).

15 Organization and independence of the Seller

- 15.1 Lazada is not a party to Transactions between Customers and the Seller, and the Seller hereby releases Lazada (and its affiliates, agents and employees) from Claims (as defined in Article 15.3 below), demands and damages (actual and consequential) of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such transactions.
- 15.2 The Seller and Lazada are independent contractors, and nothing in the Seller Agreement will create any partnership, joint venture, agency, franchise or sales representative relationship between the Parties. The Parties mutually acknowledge that the Seller Agreement shall not cause the establishment of any direct relationship of employment between Lazada and persons who provide support to the Seller. The Seller will have no authority to make or accept any offers or representations on behalf of Lazada.
- 15.3 The Seller releases Lazada and agrees to indemnify, defend and hold harmless Lazada (and officers, directors, employees and agents) against any claim, loss, damage, settlement, cost, expense, civil fine, penalty or other liability (including, without limitation, attorney's fees) (each, a "**Claim**") arising from or related to:
- a. The actual or alleged breach or failure to comply by the Seller and/or its employees, agents or contractors of any obligations in the Seller Agreement or the Customer Agreement;
 - b. Any sales channels of the Goods owned or operated by the Seller (including the offer, sale, fulfilment, refund, return or adjustments thereof), the Content Material of the Seller, any actual or alleged infringement of any intellectual property rights by any of the foregoing, and any personal injury, death or property damage related thereto;
 - c. The taxes of the Seller, or any tax compliance costs in relation to such taxes of the Seller; or
 - d. One or more third parties taking legal action against Lazada arising out of or connected with the Seller Agreement.
- 15.4 Notwithstanding any other provision in these Terms to the contrary, nothing contained herein shall oblige Lazada or Seller to engage in any action or omission to act which would be prohibited by or penalized under applicable laws.
- 15.5 If at any time Lazada reasonably determines that any indemnified Claim might adversely affect Lazada, Lazada may take control of the defines at the expense of the Seller. The Seller may not consent to the entry of any judgment or enter into any settlement of a Claim without the prior consent by Lazada in writing, which consent may not be unreasonably withheld.

- 15.6 These Terms will not create an exclusive relationship between Lazada and the Seller. Nothing expressed or implied in these Terms is intended or shall be construed as giving any person other than the Parties hereto any legal right, remedy, or Claim under or in respect of these Terms. These Terms and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of Lazada and the Seller.
- 15.7 As between the Seller and Lazada, the Seller will be solely responsible for all obligations associated with the use of any third-party service or feature that the Seller permits Lazada to use on its behalf, including compliance with any applicable terms of use.
- 15.8 The aggregate liability (inclusive of interest and legal and other costs) of Lazada to the Seller in each one (1) year in respect of all Claims arising under or in connection with this Seller Agreement (whether by reason of any negligence by Lazada or any of its employees or agents, any non-fraudulent misrepresentation, any breach of contract or an express or implied warranty, condition or other term of this Seller Agreement, breach of statutory duty, or any duty at common law or under the terms of any indemnity given by Lazada or otherwise) will not in any event exceed the sums paid by Lazada to the Seller under this Seller Agreement in the three (3) month period preceding the Claim. In no event will Lazada be liable for indirect, incidental, special or consequential damages, including loss of use, loss of profits or interruption of business, howsoever caused or on any theory of liability.
- 15.9 Seller will insure or self-insure its obligations under the Seller Agreement and the Customer Agreements and, upon request by Lazada, will immediately forward a copy of the said insurance policy to Lazada.
- 15.10 Lazada will, at the Seller's costs and expenses, reasonably cooperate with Seller with respect to any such claim, demand, or action in all respects, including, but not limited to by notifying Seller within fourteen (14) days of receiving any lawsuit or notice of potential claim; by removing product information and/or photographs from Lazada's websites at Seller's request; and by providing Seller with access to materials and witnesses Lazada deems relevant. Both Parties will neither make nor accept any settlement offer without the other Party's consent, which consent will not be unreasonably withheld.

16 Termination and Withdrawal

- 16.1 Lazada has the right to unilaterally and immediately terminate the Seller Agreement and these Terms upon the occurrence of any of the following events:
- a. the Seller being in breach of any obligation or warranty under the Seller Agreement and failing to remedy the same within seven (7) days from receipt of a written notice from Lazada of such breach;
 - b. in the event of the Seller's improper use of intellectual property rights or distribution rights, sale of fake or counterfeit products or products prohibited from use, or distribution or sale under applicable laws as set forth in Article 2.4 above;
 - c. the Seller passing a resolution for its winding up or a court of competent jurisdiction making an order for the Seller's winding up or dissolution;
 - d. the making of an administration order in relation to the Seller or the appointment of a receiver over, or an encumbrance taking possession of, or selling any of the Seller's assets;
 - e. the Seller making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors;
 - f. the Seller ceasing or threatening to cease to carry on business; or
 - g. Notwithstanding the foregoing, Lazada will have the right to unilaterally terminate the Seller Agreement and these Terms without cause, at Lazada's sole discretion, within fourteen (14) days from the date on which Lazada gives written notice of such termination.
- 16.2 The Seller has the right to unilaterally terminate the Seller Agreement within fourteen (14) days after the occurrence of any of the following events:
- a. Lazada delaying payment for more than thirty (30) days without valid reason according to these Terms;
 - b. the making of an administration order in relation to Lazada or the appointment of a receiver over Lazada's assets;
 - c. Lazada making an arrangement or composition with its creditors generally or applying to a Court of competent jurisdiction for protection from its creditors;
 - d. Lazada ceasing or threatening to cease to carry on business; or

- e. Notwithstanding the foregoing, the Seller will have the right to unilaterally terminate the Seller Agreement and these Terms without cause, at Seller's sole discretion, within fourteen (14) days from the date on which the Seller gives written notice of such termination.
- 16.3 Before termination of the Seller Agreement, the Seller shall inform Lazada of all Orders which have to be performed. For the avoidance of doubt, the Seller shall remain responsible for the fulfilment of the pending Orders according to the specific fulfilment model agreed with Lazada. If the Seller fails to do so, Lazada may cancel the Orders.
- 16.4 If the Goods are listed for sale on the Indonesian market, the Parties agree to waive Article 1266 of the Indonesian Civil Code to the extent that a court order is required to terminate the Seller Agreement and these Terms.

17 Industrial and intellectual property rights

- 17.1 The Seller represents and warrants to Lazada that it is the owner or has lawful rights with respect to patents, copyrights, trade secrets, trademarks, trade names, or other intellectual property rights relating to the Goods and the Content Material, and it is not aware of any claims made by any third party with regard to any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claim, demand or action resulting from the Content Material, advertising, publishing, promotion, manufacture, sale, distribution or use of the Goods, and by this representation to not infringe on the above mentioned rights directly or indirectly.
- 17.2 The Seller agrees to release, defend, protect, indemnify and hold Lazada and its affiliates harmless from and against any and all costs (including attorney fees and court costs on an indemnity basis), expenses, fines, penalties, losses, damages, and liabilities arising out of any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claim, demand or action resulting from the Content Material, advertising, publishing, promotion, manufacture, sale, distribution or use of the Goods.
- 17.3 The Seller shall not be entitled to use any intellectual property belonging to Lazada without Lazada's prior approval in writing with respect to patents, copyrights, trade secrets, trademarks, trade names, technology and IT developments or other intellectual property rights relating to the Goods and the Content Material.

18 Confidentiality

- 18.1 For purposes of these Terms, "**Confidential Information**" means any data or information that is proprietary to Lazada, its affiliates, subsidiaries or affiliated companies, and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
 - a. any marketing strategies, plans, financial information, or projections, operations, sales estimates and business plans relating to the past, present or future business activities of such Party;
 - b. any past or present performance results, including orders and volumes;
 - c. any plans and strategies for expansion;
 - d. any products or activities, and customer or supplier lists;
 - e. any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
 - f. any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
 - g. any other information that should reasonably be recognized as confidential information of the disclosing party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.
- 18.2 The Seller shall not disclose Confidential Information, except with the prior written consent of Lazada. The Seller may only use the Confidential Information for the purpose of performing the Seller Agreement, and not for any other purposes. Notwithstanding the foregoing, the Seller may disclose Confidential Information with prior written notice to Lazada for any of the following reasons:
 - a. to comply with the mandatory provisions of applicable laws or the rules of any recognised jurisdiction;

- b. the information is properly disclosed to the professional advisers, auditors or bankers of the Seller, provided that the recipient first agrees not to disclose the information;
 - c. the information is in the public domain, other than through a breach of this article;
 - d. for the purposes of any arbitration or legal proceedings arising from the Seller Agreement; and
 - e. to any governmental authority at their request.
- 18.3 The rights and obligations of the Seller under this Article 18 shall survive termination of the Seller Agreement.
- 18.4 Return of Confidential Information:
- a. The Seller shall return and deliver to Lazada all tangible material embodying the Confidential Information provided hereunder and all minutes, notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom and all other documents or materials (hereinafter "**Notes**") (and all copies of any of the foregoing, including copies that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture, (hereinafter "**Copies**")) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of:
 - i. the expiration or termination of the Seller Agreement), whichever is earlier; or
 - ii. at such time as Lazada may so request.
 The return of such documents must be performed within twenty-four (24) hours after the occurrence of the events referred to above.
 - b. However, the Seller may retain such of Lazada's documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Seller, with the written consent of Lazada may (or in the case of Notes, at the Seller's option) immediately destroy any of the foregoing embodying Confidential Information (or the non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by officer of the Seller supervising the destruction.
- 18.5 No specific warranties are made in relation to the Confidential Information by either Party under these Terms. The Seller understands that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by Lazada.

19 Force Majeure

- 19.1 Lazada shall not be liable to Seller or be deemed to be in breach of the Seller Agreement by reason of any delay in performing or any failure to perform any of Lazada's obligations if the delay or failure was due to any event or cause beyond Lazada's reasonable control (each an event of "**Force Majeure**"). Without prejudice to the generality of the foregoing, the following shall be regarded as events of Force Majeure:
- a. Act of God, explosion, flood, tempest, fire or accident;
 - b. War or threat of war, sabotage, insurrection, civil disturbance or requisition, act of terrorism or civil unrest;
 - c. Acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - d. Import or export regulations or embargoes;
 - e. Interruption of traffic, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Lazada or of a third party);
 - f. Health epidemics declared by the World Health Organization;
 - g. Interruption of production or operation, difficulties in obtaining raw materials labour, fuel parts or machinery; and
 - h. Power failure or breakdown in machinery.
- 19.2 Upon the occurrence of any of the events set out in Article 19.1, Lazada may, at its option, fully or partially suspend delivery/performance of its obligations hereunder while such event or circumstance continues. If any of the events set out in Article 19.1. shall continue for a period exceeding one month, Lazada may forthwith terminate the Seller Agreement upon giving notice in writing to the Seller.
- 19.3 The Seller shall not be liable for the delayed or total or partial non-fulfilment of its obligations under the Seller Agreement if such delay or non-fulfilment is due to an event of Force Majeure. In case the event of Force Majeure prevents the Seller from performing its obligations for more than five (5) consecutive days, Lazada shall be entitled to terminate the Seller Agreement.

20 Miscellaneous

- 20.1 Compliance with law: In its performance under the Seller Agreement or any Customer Agreement, Seller shall strictly comply with all applicable laws, treaties, ordinances, codes and regulations, and specifically with any personal data protection, import and export, and health, safety and environmental, laws, ordinances, codes and regulations of any jurisdiction (whether international, country, region, state, province, city, or local) where this Seller Agreement may be performed. Upon Lazada's written request, Seller shall provide any written certification of compliance required by any federal, state, or local law, ordinance, code, or regulation. For avoidance of doubt, Seller shall only use and/or disclose personal data received from Lazada solely for the purpose of performing its obligations under this Seller Agreement or any Customer Agreement and in accordance with the requirements under the applicable personal data protection laws and regulations and in a manner that ensures Lazada remains in compliance with the requirement under the applicable personal data protection laws and regulations.
- 20.2 The actual or future invalidity or ineffectiveness of one or more provisions in these Terms shall not affect the validity or effectiveness of the whole document.
- 20.3 The failure of a Party to exercise its rights in case of breach of contract by the other Party shall not be considered as a waiver of its rights under these Terms or under the applicable laws.
- 20.4 The singular of terms used in these Terms includes the plural and vice versa, unless the context otherwise requires.
- 20.5 Any reference to national, provincial, local or foreign rules or provisions are meant to also include all provisions and regulations issued pursuant to such provisions, unless the context otherwise requires.
- 20.6 These Terms may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 20.7 The terms and conditions of Articles 15.3, 15.5, 15.8, 16.3, 17 and 18 shall survive the termination for any reason whatsoever of the Seller Agreement.

21 Applicable law and dispute resolution

- 21.1 These Terms are governed by the laws of Hong Kong.
- 21.2 Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. This arbitration clause shall be governed by the Laws of Hong Kong. The seat of arbitration shall be Hong Kong. There shall be a sole (1) arbitrator, and the proceedings shall be conducted in English

22 Anti-Bribery and Corruption

- 22.1 The Seller represents that it is familiar with the all applicable anti-bribery and corruption laws in any business dealings and activities undertaken in connection with the Seller Agreement and Customer Agreement, and will not undertake any actions that may violate such anti-bribery and corruption laws.
- 22.2 If the Seller fails to comply with any of the provisions of the Seller Agreement (irrespective of the size, nature or materiality of such violation), such failure shall be deemed to be a material breach of the Seller Agreement and, upon such failure, Lazada shall have the right to terminate the Seller Agreement with immediate effect upon written notice to Seller, without penalty or liability of any nature whatsoever.
- 22.3 The Seller shall comply, and shall ensure that each of its principals, owners, shareholders, officers, directors, employees and agents complies, with all applicable anti-bribery and corruption laws in any business dealings and activities undertaken in connection with the Seller Agreement and Customer Agreement.

PHILIPPINES FULFILMENT SCHEDULE

The terms in this Philippines Fulfilment Schedule (“**PH Fulfilment Schedule**”) shall apply to the fulfilment services provided by Lazada E-Services Philippines, Inc to the Seller, in respect of all Orders to be delivered in the Philippines.

1. **Scope and Effect**

- 1.1. This PH Fulfilment Schedule supplements and forms an integral part of the Seller Agreement between **ECART SERVICES MALAYSIA SDN BHD, LAZADA SINGAPORE PTE LTD, LAZADA LTD, LAZADA E-SERVICES PHILIPPINES, INC., PT ECART WEBPORTAL INDONESIA** and **RECESS COMPANY LIMITED** and a marketplace seller (hereinafter the “**Seller**”). Lazada E-Services Philippines, Inc. (“**LPH**”) and the Seller shall each be referred to as a “**Party**”, and collectively as the “**Parties**”.
- 1.2. References to the “**LGS Agreement**” shall mean the **Cross Border Logistics Services Agreement** entered into between the Seller and **KOBRON HONG KONG DEVELOPMENT LIMITED**, and the **Lazada Global Shipping Agreement** entered into between the Seller and **LAZADA EXPRESS (MALAYSIA) SDN BHD** (references to “**Kobron**” may refer to Kobron Hong Kong Development Limited or Lazada Express (Malaysia) Sdn Bhd as applicable) in respect of the international shipping and fulfilment of all Orders (except for Orders fulfilled under the “Fulfilment by the Seller” model in accordance with Article 9 of the Terms).
- 1.3. **The Parties hereby agree the terms of this PH Fulfilment Schedule shall apply in relation to the fulfilment of all Orders to the Customers in the Philippines only (“PH Fulfilment Services”), which LPH offers to arrange for the Seller, in order to support the Seller’s listing, sale and fulfilment of Orders to Customers in the Philippines.**
- 1.4. Except as otherwise provided, the Parties hereby agree that this PH Fulfilment Schedule shall supplement the Terms and form an integral part of the Seller Agreement. This PH Fulfilment Schedule shall prevail over any other terms or conditions in the Seller Agreement in the event of any conflict or inconsistency relating to the PH Fulfilment Services.
- 1.5. LPH may, in its sole discretion, change any of the terms and conditions contained in this PH Fulfilment Schedule, and any Fulfilment Fee rate cards, procedures and policies (which are incorporated by reference in this PH Fulfilment Schedule). These changes will take effect seven (7) days from their publication on the Lazada University and/or Seller Centre. Seller acknowledges and agrees that such changed or introduced procedures and policies will bind Seller upon their publication, and Seller will implement such changes or introductions required to ensure that it complies with the procedures and policies.

2. **Additional Definitions**

- 2.1. **Delivery Note:** means the document or waybill containing the essential information (as determined by LPH and/or Kobron at its sole discretion) required for the performance of the PH Fulfilment Services, including the name, delivery address and contact number (if applicable) of the Customer or the designated recipient of the Package, and description of the contents of the Package (if applicable).
- 2.2. **Delivery Policy:** means the delivery process and policy applicable to cross-border Orders which may be published on the Lazada University and/or Seller Centre by Kobron and/or LPH from time to time (which includes, without limitation, the Lazada Global Shipping Solution Pack).
- 2.3. **Package:** means any package, parcel or delivery article containing Goods that is the subject of the PH Fulfilment Services. For the avoidance of doubt, each Package may contain more than one Good.
- 2.4. **Replacement Value:** means the lowest Listing Price of the relevant Good in the three (3) calendar months preceding the relevant damage, loss or theft of the Good.

3. **PH Fulfilment Services**

- 3.1. Upon receiving the Packages from Kobron (or its sub-contractors) in the Philippines, LPH shall also deliver the Package(s) to the delivery address and designated recipient in the Delivery Note in the Philippines. For the avoidance of doubt, the designated recipient may not be the Customer. LPH shall verify the identification of the person receiving the Package at the designated delivery address and obtain the signature of such person’s signature on the Delivery Note.
- 3.2. No change of delivery address shall be entertained by LPH.

- 3.3. LPH may route and divert the transportation and movement of Packages in any manner it deems appropriate. LPH shall not be obliged to, and shall not be liable for any losses or damages arising from its inability, failure or refusal to, accede to the Seller's request to stop, re-route or divert any Package which is in the process of being transported, routed or diverted.
- 3.4. LPH shall provide updates of the delivery status of any Package to the Seller in accordance with the lead times, service level standards and policies.
- 3.5. LPH may, at its sole discretion, open and inspect any Package without prior notice to the Seller. Any such inspection shall not absolve the Seller from its obligations and liability under the Seller Agreement (including this PH Fulfilment Schedule). LPH may, at its sole discretion, refuse to perform any PH Fulfilment Services under the Seller Agreement in relation to any Package, and to report or surrender to any relevant regulatory or government authority, if it reasonably believes that the Package contains item that is unlawful to be sold, possessed, handled or carried under the applicable laws of the Philippines.

4. **Failed Delivery**

- 4.1. LPH shall make up to two (2) re-delivery attempts (or such other number of delivery attempts as may be specified in the Delivery Policy) to deliver a Package.
- 4.2. In the event of delivery failure even after making such number of re-delivery attempts to deliver the Package, LPH shall deliver the Goods to the Seller to the designated location(s) as directed by Kobron from time to time.
- 4.3. In the event the Seller, pursuant to the LGS Agreement, authorises Kobron to offer a Good that is the subject of a prior failed delivery for fulfilment of a subsequent Order in the Philippines, LPH may charge the Fulfilment Fees for all PH Fulfilment Services performed in respect of the prior failed delivery and the fulfilment of the subsequent Order(s).
- 4.4. The provisions of this Article shall apply to the return of any Goods pursuant to any Order that is cancelled prior to its delivery to the designated recipient in the Philippines.

5. **Returns**

- 5.1. Upon the receipt of a request from the Customer to collect a returned Good, LPH shall pick up the returned Good at the address stated in the request, and deliver the returned Good to the designated location(s) as directed by Kobron from time to time.
- 5.2. LPH shall not be obliged to verify the identity of the person from whom the returned Good is being collected. LPH shall not be responsible for ensuring or liable for the quality, condition or eligibility of any returned Goods, nor shall the Kobron be obliged to conduct any inspection of any returned Goods.

6. **Fulfilment Fees**

- 6.1. Without prejudice to LPH's other rights under the Seller Agreement and applicable law, payment of all service fees for the PH Fulfilment Services ("**Fulfilment Fees**") shall be charged by and paid to LPH in accordance with Article 13 of the Terms, and the applicable rate cards published by LPH from time to time.
- 6.2. Unless otherwise stated, the Fulfilment Fees charged by LPH are inclusive of all duties and taxes payable by the Seller to the relevant authorities for the PH Fulfilment Services.
- 6.3. In the event the amounts in the Seller's account with LPH are insufficient for the settlement of the Fulfilment Fees, the Seller shall remain liable to LPH for such shortfall, which shall be paid within ten (10) business days of the date of LPH's invoice in relation to such shortfall.
- 6.4. Any inquiry or complaint in relation to any Fulfilment Fees shall be received by LPH within thirty (30) calendar days after the corresponding Payment. LPH will not accept any queries after this point and the Seller waives the right to dispute any Fulfilment Fees not disputed within this timeframe.
- 6.5. For the avoidance of doubt, the Fulfilment Fees payable for the PH Fulfilment Services shall be billed by LPH at the time that:
 - a. a Package has been delivered to the designated recipient; or
 - b. the delivery of a Package is deemed to have failed.

7. **Limitations of Liability**

- 7.1. Subject to Article 15.8 of the Terms, if there is loss of or damage caused to any Goods in the course of the provision of the PH Fulfilment Services – except if the loss or damage arises as a result of the Seller

not complying with the terms of the Seller Agreement, or if the loss or damage is related to the decay of any perishable Goods (in which case LPH shall not be liable for such loss or damage) – LPH's liability to the Seller for such loss or damage shall comprise (i) the international shipping fee payable by the Seller to Kobron under the LGS Agreement for the lost or damaged Goods, and (ii) such amount that is limited to the lower of:

7.1.1. **US\$100** per Package (regardless of the number of Goods in the Package); or

7.1.2. the Replacement Value of each of the Goods which have been lost or damaged, which shall represent the total liability that LPH or its sub-contractors, agents or representatives may have in relation to loss or damage to such Goods. For the avoidance of doubt, there shall be no more than one (1) compensation claim per Package. Other than pursuant to this Article 7.1, the Seller shall not have additional remedies against LPH as a bailee. At all other times, the Seller will be responsible for any loss of, or damage to, any Goods.

- 7.2. Any inquiry, complaint or claim by the Seller in relation to the PH Fulfilment Services must be received by LPH within one hundred and twenty (120) calendar days after the Order date failing which the Seller shall be deemed to have waived the right to make any inquiry, complaint or claim in relation to that event.
- 7.3. LPH shall not have any liability to the Seller whatsoever arising from the Seller's or the Goods' non-compliance with import and export laws, product prohibitions, restrictive measures or sanctions.
- 7.4. The Seller shall be entitled to recover damages, or obtain payment, reimbursement, restitution or indemnity more than once (whether from LPH, Kobron or any of the other Lazada entities) in respect of the same loss, shortfall, damage, deficiency, breach or other event or circumstance.

8. **Title and Risk to Goods**

- 8.1. The Parties acknowledge and agree that (unless otherwise expressly provided in these Terms, or mandated by applicable laws) at no point of time shall title to the Goods transfer to LPH, or any of its sub-contractors or agents, by virtue of this PH Fulfilment Schedule or the provision of the PH Fulfilment Services.
- 8.2. The Seller further acknowledges and agrees that it has valid legal title to the Goods and is the merchant of record of the Goods, and that at no point shall LPH, or any of its sub-contractors or agents be, or be deemed to be, the merchant of record of the Goods.

9. **Indemnities**

- 9.1. Without prejudice to the Seller's obligations and indemnities under the Terms, the Seller further agrees to indemnify LPH and its related officers, directors, employees, agents and sub-contractors from and against all Claims arising out of or related to:
- any breach of the Seller's obligations, representations or warranties under this PH Fulfilment Schedule;
 - any claim or action by a third party in connection with any defect in title of any Good;
 - the Seller or its agents providing information in relation to the Goods or the PH Fulfilment Services, that is incorrect, misleading, or erroneous;
 - the Seller omitting to provide information required by government or regulatory authorities;
 - the Seller failing to provide information or documentation reasonably requested by LPH for the performance of the PH Fulfilment Services, or as required by any relevant government or regulatory authority; or
 - any alleged or actual personal injury, death or property damage suffered by any party involved in the PH Fulfilment Services, arising from any defect or non-compliance of the Goods.

10. **Payment to Kobron**

- 10.1. The Parties acknowledge that Kobron will provide the international shipping and fulfilment services in respect of all Orders placed by Customers in the Philippines (except where the fulfilment model is Fulfilment by the Seller), up to the point the Package is handed over to LPH for the performance of the PH Fulfilment Services.
- 10.2. The Seller irrevocably authorises and instructs LPH to apply the amounts in the Seller's account with LPH for the settlement of amounts payable to Kobron under the LGS Agreement, prior to paying the Seller the Payments in accordance with the Seller Agreement.



- 10.3. The Seller irrevocably instructs LPH to transfer to Kobron the amounts payable to Kobron from the Seller's account with LPH on a weekly basis (or such other period of time as LPH may deem fit and notify the Seller in writing). For the avoidance of doubt, such payment shall be made to Kobron in accordance with this Article without any further notice, approval or confirmation from the Seller, and regardless of any instruction from the Seller to LPH requiring otherwise.

DIGITAL GOODS SCHEDULE

The terms in this Digital Goods Schedule ("**Digital Goods Schedule**") shall apply to the listing and sale of Digital Goods by the Seller on the Platform.

1. Scope and Effect

- 1.1. This Digital Goods Schedule supplements and forms an integral part of the Seller Agreement between **ECART SERVICES MALAYSIA SDN BHD, LAZADA SINGAPORE PTE LTD, LAZADA LTD, LAZADA E-SERVICES PHILIPPINES, INC., PT ECART WEBPORTAL INDONESIA** and **RECESS COMPANY LIMITED** (hereinafter "**Lazada**") and a marketplace seller (hereinafter the "**Seller**") (Lazada and Seller hereinafter individually "**Party**" and collectively "**Parties**", as the context may require).
- 1.2. The Parties hereby agree the terms of this Digital Goods Schedule shall apply in relation to Digital Goods only. "**Digital Goods**" means things, data or value that are delivered in an electronic format and which the Seller lists for sale or intends to list and sell to Customers on and through the Platform.
- 1.3. Except as otherwise provided, the Parties hereby agree that this Digital Goods Schedule shall supplement the Terms and form an integral part of the Seller Agreement. This Digital Goods Schedule shall prevail over any other terms or conditions in the Seller Agreement in the event of any conflict or inconsistency relating to the listing and sale of Digital Goods by the Seller.
- 1.4. Lazada may, in its sole discretion, change any of the terms and conditions contained in this Digital Goods Schedule, and any procedures and policies (which are incorporated by reference in this Digital Goods Schedule). These changes will take effect seven (7) days from their publication on the Lazada University and/or Seller Centre. Seller acknowledges and agrees that such changed or introduced procedures and policies will bind Seller upon their publication, and Seller will implement such changes or introductions required to ensure that it complies with the procedures and policies.
- 1.5. This Digital Goods Schedule shall continue in force until the termination of the Seller Agreement, or the cessation of Lazada's authorisation to the Seller to list and sell Digital Goods on the Platform, whichever is the earlier.

2. Provisions Applicable to the Listing of Digital Goods on the Platform

- 2.1. The Seller shall provide such information and assistance as may be reasonably requested by Lazada to facilitate the listing of Digital Goods on the Platform.
- 2.2. Part A of the Terms (i.e., provisions applicable to the listing of Goods on the Platform) shall apply to the listing of Digital Goods pursuant to this Digital Goods Schedule.

3. Provisions Applicable to the Sale of Digital Goods on the Platform

- 3.1. The Seller undertakes that it will fully comply with all applicable laws relating to the sale of the Digital Goods through the Platform under the Customer Agreement (including, but not limited to consumer protection regulations and all applicable local regulations regarding importation of goods and/or services). In the event that the Seller violates this Article, the Seller shall indemnify and hold Lazada harmless for any damages, costs or and/or expenses arising out of such violation, and Lazada may, at its sole discretion, take any or all of the following actions:
 - a. Seller's Digital Goods will be suspended from being sold on the Platform with immediate effect;
 - b. Seller's account on Lazada will be deactivated permanently with immediate effect;
 - c. Seller's account will be withheld by Lazada, including all its outstanding payables; and/or
 - d. Seller will be required to pay a penalty fee, the amount of which shall be determined by Lazada.
- 3.2. If required by law, the Seller shall be responsible to take out appropriate insurance covering the events mentioned above, as well as any other obligation under the Seller Agreement.
- 3.3. Where required under applicable laws, the Seller shall be responsible for providing a warranty for Digital Goods.
- 3.4. Notwithstanding that the Customer has already been charged for the Order or Lazada has already credited to the Seller's account the Payments, Lazada may make immediate refunds (and any adjustments) to the affected Customers, or withhold payment for Transactions, in any of the following events:
 - a. where Lazada is required under the terms of its contract with the relevant third-party payment agent (such as PayPal) to make refunds of unauthorised payments (such as refunds required for payments made under circumstances involving fraudulent or unlawful activity or chargebacks

- that Lazada is required to give effect to pursuant to the terms of its contract with the relevant third-party payment agent);
- b. withdrawal of the Digital Goods by Lazada from being listed for sale on the Platform in relation to any dispute (threatened or actual and whether or not Lazada or the Seller are parties thereto), including any IPR Claim;
 - c. where Orders are stopped and/or cancelled in accordance with the terms of the Seller Agreement;
 - d. where Lazada suspects the Seller to be involved in misconduct, fraud or unlawful acts; or
 - e. where Lazada so elects in accordance with these Terms.
- 3.5. Where Lazada has already credited to the Seller's account the Payments, the amounts refunded to the affected Customers pursuant to Article 3.4 of this Digital Goods Schedule shall be recoverable by Lazada from the Seller as a debt due from the Seller, and Lazada will deduct such amount from amounts payable to the Seller, or by other methods at Lazada's election. Lazada may modify or discontinue the mechanism for processing returns and adjustments at any time without notice.
- 3.6. Without prejudice to Article 3.5 above:
- a. where the Seller cancels an Order, Lazada shall be entitled to make immediate refunds to the affected Customers and Lazada shall not be required to credit to the Seller's account the Payment in respect of such Order;
 - b. where Lazada cancels an Order, an email will be sent to the Seller, notifying the Seller of such cancellation. If the Seller delivers the Digital Goods to the Customer after Lazada's notification of such cancellation, Lazada shall take no responsibility for such Order or any losses suffered or incurred in connection thereof. For the avoidance of doubt, Lazada shall not be required to recover or reverse refunds given to the Customer (if any), credit to the Seller's account the Payment in respect of such Order or retrieve or recover such Digital Goods delivered to the Customer (including assisting or facilitating the Seller in such retrieval or recovery); and
 - c. the Seller shall not in any way question or dispute any action taken by Lazada in connection with any cancellation of the Order and agrees that Lazada shall, in its sole discretion, be entitled to take any action in connection with any cancellation of the Order (whether by the Seller or Lazada), including any refunds given to the Customer.
4. **Provisions Applicable to the Fulfilment of Digital Goods**
- 4.1. The Parties agree that the order fulfilment model for all Digital Goods shall be "**Fulfilment by the Seller**".
 - 4.2. Lazada will support with the coordination of post sales activities including answering customer enquiries and processing returns.
 - 4.3. The Seller will be solely responsible for, and bear all risk and liability for, sourcing, storing, selling, packaging and providing warranty for all Digital Goods, as well as delivering the Orders to the recipient specified in the Order in accordance with applicable laws, and the Seller shall be responsible for any non-conformity or defect in, damage to, or theft of or claims regarding the sourcing, storing, selling, packaging, order processing of the Digital Goods, or other issue arising in connection with the fulfilment of the Order, except to the extent caused by:
 - a. credit card fraud for which Lazada is responsible; or
 - b. failure of Lazada to make available to the Seller information about the Order.
 - 4.4. Lazada will provide to the Seller information in relation to each Order for Digital Goods made through the Platform. The Seller shall be responsible for fulfilling all Orders for Digital Goods in the quantity sold through the Platform and/or as communicated by Lazada. All Orders will be final and may not be cancelled or revoked by the Seller except as otherwise provided for in this Digital Goods Schedule.
 - 4.5. The delivery of any Digital Goods in respect of each Order will be fulfilled by the Seller in accordance with the service levels published by Lazada from time to time ("**Service Levels**"). In the event that Lazada determines that there has been a breach of any of the Service Levels, Lazada shall be entitled to the service credits published by Lazada from time to time ("**Service Credits**"). The Parties acknowledge that each Service Credit is a genuine pre-estimate of the loss likely to be suffered by Lazada and not a penalty. The imposition of Service Credits shall not prejudice any of the other rights or remedies available to Lazada under the Seller Agreement. Service Credits shall be reflected as a deduction from the amount due from Lazada to the Seller in the next invoice due to be issued under the Seller Agreement after Lazada has become entitled to such Service Credits.

- 4.6. Following delivery of any Digital Good to any Customer, the Seller shall notify each of Lazada and the Customer of such delivery in such manner as stipulated in the service levels between the Parties, or where the manner of notification is not stipulated, by issuing a confirmation notice to each of Lazada and the Customer.
- 4.7. At no time shall title, risk, legal ownership or equitable ownership of any Digital Goods pass to Lazada.
- 4.8. In the event that the Seller is unable to fulfil any Seller Order, Lazada shall be entitled to notify the relevant Customer accordingly. The Seller hereby acknowledges and accepts full responsibility and liability for any and all Claims arising out of or in connection with the Seller's breach of Article 2.9 of the Terms and/or its inability to fulfil any Order, including without limitation, and any payment fees or charges that may be imposed on Lazada by any third-party payments provider.

The terms in this Groceries Schedule ("**Groceries Schedule**") shall apply to the listing and sale of Groceries by the Seller on the Platform.

1. **Scope and Effect**

- 1.1. This Groceries Schedule supplements and forms an integral part of the Seller Agreement between **ECART SERVICES MALAYSIA SDN BHD, LAZADA SINGAPORE PTE LTD, LAZADA LTD, LAZADA E-SERVICES PHILIPPINES, INC., PT ECART WEBPORTAL INDONESIA** and **RECESS COMPANY LIMITED** (hereinafter "**Lazada**") and a marketplace seller (hereinafter the "**Seller**") (Lazada and Seller hereinafter individually "**Party**" and collectively "**Parties**", as the context may require).
- 1.2. The Parties hereby agree the terms of this Groceries Schedule shall apply in relation to Groceries only. "**Groceries**" means any Goods categorised under Wines, Beers & Spirits, Laundry and Home Care, Baking & Cooking, Breakfast, Candy & Chocolate, Canned, Dry & Packaged Foods, Snacks, Gourmet Food and Gifts, and Beverages, which the Seller lists for sale or intends to list and sell to Customers on and through the Platform.
- 1.3. Except as otherwise provided, the Parties hereby agree that this Groceries Schedule shall supplement the Terms and form an integral part of the Seller Agreement. This Groceries Schedule shall prevail over any other terms or conditions in the Seller Agreement in the event of any conflict or inconsistency relating to the listing and sale of Groceries by the Seller.
- 1.4. Lazada may, in its sole discretion, change any of the terms and conditions contained in this Groceries Schedule (including the Specific Default Fees), and any procedures and policies (which are incorporated by reference in this Groceries Schedule). These changes will take effect seven (7) days from their publication on the Lazada University and/or Seller Centre. Seller acknowledges and agrees that such changed or introduced procedures and policies will bind Seller upon their publication, and Seller will implement such changes or introductions required to ensure that it complies with the procedures and policies.
- 1.5. This Groceries Schedule shall apply only if the Seller is expressly authorised by Lazada to list and sell Groceries on the Platform, and shall continue in force until the termination of the Seller Agreement, or the cessation of Lazada's authorisation to the Seller to list and sell Groceries on the Platform, whichever is the earlier.

2. **Provisions Applicable to the Listing and Sale of Groceries on the Platform**

- 2.1. In addition to the general obligations regarding the listing and sale of Goods pursuant to the Terms, the Seller shall further comply with the provisions of this Groceries Schedule in relation to the listing and sale of Groceries on the Platform.
- 2.2. The Seller shall ensure that all Groceries listed and sold on the Platform comply strictly with all applicable laws, regulations or guidelines issued from time to time, including but not limited to any applicable licensing, labelling, food safety and/or any other applicable requirements of the country in which the Groceries is being listed for sale.
- 2.3. The Seller shall not make available to be listed for sale on or through the Platform, or procure any Sales Traffic Activities provided by Lazada for, any Goods falling within the following excluded categories:
 - a. Temperature-controlled Goods, including but not limited to:
 - i. Goods to be kept in storage frozen (i.e. less than -8 degrees Celsius), soft-frozen (i.e. 0 to -8 degrees Celsius), chilled (0 to 8 degrees Celsius), air-conditioned (8 to 15 degrees Celsius);
 - ii. Fresh fruits;
 - iii. Fresh vegetables;
 - iv. Fresh and frozen meat; and
 - v. Fresh and frozen seafood;
 - b. Goods that require specific handling, meaning of which is to be determined by Lazada, during storage and shipping;
 - c. Goods with less than three (3) months of shelf-life, whether remaining or otherwise;
 - d. Goods manufactured in the People's Republic of China;
 - e. Goods of animal origin, including but not limited to meat and seafood;
 - f. Alcoholic Beverages;

- g. Baby Foods and Milk Formula, save for Toddler Foods and Milk Formula meant for children aged above twelve (12) months; and
 - h. Any other Goods belonging to excluded categories that are notified by Lazada in writing from time to time.
- 2.4. Without limiting the generality of the Agreement, the Seller shall ensure that the Groceries listed for sale on or through the Platform:
- a. are listed in the applicable Goods Category and sub-category(s);
 - b. contain sufficient information in the listing to comply with any applicable labelling requirements, and shall, at the minimum, include the Good's title, country of origin, ingredients and whether or not the Good is certified Halal in a language understood by Customers on the Platform (as indicated by Lazada in its sole discretion).
- 2.5. The Seller shall also ensure that the display and/or advertisement of the Groceries on or through the Platform or through any Sales Traffic Activity comply with any applicable consumer protection, consumer safety or advertising laws, regulations or guidelines applicable from time to time.
- 2.6. The Seller represents and warrants that all Groceries listed and sold on the Platform shall have a shelf-life, whether remaining or otherwise, of at least six (6) months, or such other minimum shelf-life required by law, whichever is longer.
- 2.7. In the event that Lazada receives notification(s) of rejections, failed deliveries, or Customer's requests for returns, refunds, supplementation (including but not limited to delivery of missing parts) and/or replacement of any Groceries sold by the Seller, Lazada shall be entitled to notify the Customer to dispose of the relevant Goods and thereafter, fully refund the relevant Customer.
- 2.8. If Lazada, acting reasonably, determines that the Seller has failed to comply with its obligations under this Groceries Schedule, Lazada may impose on the Seller the following Groceries-specific default fees ("**Specific Default Fees**") in accordance with Lazada's policy. The Specific Default Fees, and any amendment thereto from time to time, shall be published in writing by Lazada on Seller Centre and/or Lazada University. Such Specific Default Fees shall be charged in accordance with Article 14 of the Terms.

Specific Default Fees

	Reasons	Default Fee
1	Non-compliance or partial compliance with labelling requirements for Sensitive Products listed for sale under applicable law, regulations and/or guidelines	USD 250
2	Failing to list a Sensitive Product in the applicable Goods Category and subcategory(s)	USD 250
3	Less than minimum shelf-life at delivery	USD 250
4	Listing on the Platform and/or making available for sale a Sensitive Product either (i) in the List of Excluded Products, or (ii) prohibited by applicable law, regulations and/or guidelines	USD 500
5	Listing on the Platform and/or making available for sale a Sensitive Product that does not fully comply with applicable law, regulations and/or guidelines (e.g. containing banned ingredients)	USD 500
6	Listing of a Sensitive Product or it being subject to any Sales Traffic Activity comply with any applicable consumer protection, consumer safety or advertising laws, regulations or guidelines	USD 500
7	Repeated breaches, as determined by Lazada in Lazada's sole discretion, of any provision(s) of the Agreement	USD 500 (on top of amount charged pursuant to Reasons 1 to 5)

佣金表 1 (马来西亚、印尼、新加坡、泰国以及菲律宾)

请注意：

1. 此佣金已经实施直至另行通知为止。
2. 付款费用 (2%) 仍然照常收取。

注: 此佣金表不适用于越南。

类目	子类目	佣金
TV, Audio / Video, Gaming & Wearables	Audio, Gadgets, Televisions, Video, Wearable Technology	1%
	App-enabled Accessories, Console Gaming, TV Accessories	4%
Mobiles & Tablets	Landline Phones, Mobiles, Tablets	1%
	Mobile Accessories, Tablet Accessories	4%
Cameras	Car Cameras, DSLR, Drones, Gadgets & Other Cameras, Instant Camera, Point & Shoot, Security Cameras & Systems, Video & Action Camcorder	1%
	Bridge, Camera Accessories, Lenses, Mirrorless, Optics	4%
Computers & Laptops	Desktops Computers, Laptops, Printers & Accessories, Scanners	1%
	Computer Accessories, Computer Components, Network Components, PC Gaming, Software, Storage	4%
Digital Goods	All	4%
Bags and Travel	All	4%
Bedding & Bath	All	4%
Fashion	All	4%
Furniture & Décor	All	4%
Groceries	All	4%
Health & Beauty	All	4%
Home Appliances	All	4%
Kitchen & Dining	All	4%
Laundry & Cleaning	All	4%
Media, Music & Books	All	4%
Mother & Baby	All	4%
Motors	All	4%
Pet Supplies	All	4%
Sports & Outdoors	All	4%
Stationery & Craft	All	4%
Tools, DIY & Outdoor	All	4%
Toys & Games	All	4%
Watches Sunglasses Jewellery	All	4%

佣金表 2 (越南)

请注意：

1. 此佣金已经实施直至另行通知为止。
2. 付款费用 (3.84%) 仍然照常收取。

注：此佣金表仅适用于越南。

类目	佣金
Electronics - Camera / Mobile & Tablets / Computer & Laptops / TV, Audio/ Video, Gaming & Wearables	4%
Non-Electronics - Fashion / FMCG/ Home & Living / Motors / Digital Goods/ Others	8%