

OVERVIEW

This document contains (1) the **Cross Border Logistics Services Agreement**, and (2) the **Lazada Global Shipping Agreement** which govern your access to and use of the logistics solutions provided by the Lazada e-Logistics Group. BY REGISTERING FOR OR USING THE LOGISTICS SOLUTIONS, YOU AGREE, ON BEHALF OF YOURSELF OR THE CORPORATION YOU REPRESENT, TO BE BOUND BY THE TERMS OF THE RELEVANT AGREEMENT(S), INCLUDING THE SERVICE POLICIES, WHICH APPLY FOR EACH OF THE SOLUTIONS YOU REGISTER OR ELECT TO USE TO SUPPORT YOUR ACTIVITIES ON THE LAZADA PLATFORMS.

1. Important notice

Please be advised that each agreement contains provisions governing the rights and obligations that each party has against each other, limitation of liability and arbitration of disputes. The terms contained in each agreement may be amended at any time – any changes will take effect 7 days after the posting of such changes on Lazada University or Seller Centre. Changes to service policies may be made without notice to you. YOUR CONTINUED USE OF THE LOGISTICS SOLUTIONS AFTER THE POSTING OF SUCH CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. IF YOU DO NOT AGREE TO THE CHANGES, YOU SHOULD STOP USING THE LOGISTICS SOLUTIONS.

2. Service provider and relevant agreement

Your country of residence or incorporation	Logistics Solution	Service Provider	Agreement
Any country other than the Lazada Platform Countries	Lazada Global Shipping <i>from any country to the Lazada Platform Countries</i>	Kobron Hong Kong Development Limited	Cross Border Logistics Services Agreement – click here
Malaysia	Lazada Global Shipping <i>from any country to any of the Lazada Platform Countries (excluding Malaysia)</i>	Kobron Hong Kong Development Limited	Cross Border Logistics Services Agreement – click here
Malaysia	Lazada Global Shipping <i>from Malaysia to any country</i>	Lazada Express (Malaysia) Sdn. Bhd.	Lazada Global Shipping Agreement – click here
Malaysia	Lazada Global Shipping <i>from any country to Malaysia</i>	Lazada Express (Malaysia) Sdn. Bhd.	Lazada Global Shipping Agreement – click here

“**Lazada Platform Countries**” refer to Indonesia, Malaysia, the Philippines, Singapore, Thailand and Vietnam.

LAZADA GLOBAL SHIPPING AGREEMENT

This **Lazada Global Shipping Agreement** (“**Agreement**”) is agreed between you (“**Seller**”, “**you**”, “**your**”), **Lazada Express (Malaysia) Sdn. Bhd.** (“**LEL**”), and the **Lazada Marketplace entities** stated in the Definitions section. By entering into this Agreement, you (“**Seller**”, “**you**”, “**your**”) represent that you (or the corporation you represent) are an adult of at least 18 years of age, capable of validly entering into agreements and performing your obligations hereunder. BY REGISTERING AND USING THE SERVICES PROVIDED UNDER THIS AGREEMENT, YOU AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, AND ALL POLICIES OF THE SERVICES WHICH ARE INCORPORATED BY REFERENCE.

LEL will notify you from time to time of changes to the terms and conditions of this Agreement.

1) Acceptance

- A. Any Seller who wants to access and use the Lazada Global Shipping solutions in respect of Goods sold by the Seller on the Platform must accept the terms and conditions of this Agreement (“**Terms**”) without change.
- B. LEL reserves the right to change at any time and in its sole discretion any of the terms and conditions contained in these Terms, the Schedules, and any fees, procedures, Policies governing the Services or the Tools. These changes will take effect seven (7) days from notification by notice to Seller or posting on the Platform, Seller Centre or otherwise. Changes to Policies may be posted without notice. Seller is responsible for reviewing notices and Policies. Seller’s continued use of the Services following the changes taking effect constitutes Seller’s acceptance of such changes and if Seller does not agree to any changes to these Terms or to the Policies, Seller must discontinue the use of the (except to the extent required herein) and the Agreement will be terminated. For the avoidance of doubt, newer versions of the Terms and/or Schedule(s) supersede older versions.
- C. Use of the Services is limited to parties that can enter into and form contracts under applicable law. Seller represents and warrants that:
- i) where it is a physical person, that he/she is an adult of at least 18 years of age capable of validly entering into this Agreement and performing his/her obligations hereunder; and
 - ii) where it is not a physical person, that:
 - a) it is, and will remain at all times, a business duly organized, registered, validly existing and in good standing under the laws of its country of registration; and
 - b) it has all requisite right, power and authority to enter into this Agreement and perform its obligations hereunder.
- D. Seller further represents and warrants that:
- i) Seller and any related person or entity, any person or entity that has a financial interest in Seller, or any person or entity Seller is acting on behalf of:
 - a) has no affiliation with any LEL employee, which may result in a potential or actual conflict of interest;
 - b) has not been barred or otherwise prevented from selling on the Platform; or
 - c) has not been involved in any lawsuit or claim that has a bearing on this Agreement; and
 - ii) any information provided or made available to LEL or its Affiliates is, and shall remain at all times, accurate, up to date and complete.

- E. This Agreement is conditional upon a valid Seller Agreement between the Seller and Lazada Marketplace being in force. Upon termination of the Seller Agreement, this Agreement shall automatically terminate, provided that any rights and obligations accrued as of the date of termination shall remain unaffected.

2) Services

- A. The Lazada Global Shipping solutions (collectively, the "**Services**") provided by under this Agreement are namely:
- i) Global shipping solutions from Malaysia to any country, and global shipping solutions from any country to Malaysia (collectively, the "**Logistics Services**" described in Annex A);
 - ii) Any Tools and Additional Services which may be provided to Seller by LEL; or
 - iii) any services ancillary to the Services, including any support services as provided in the Policies.

LEL will provide the Services to Seller and invoice Seller the service fee ("**Service Fee**"), which is calculated based on the rate cards set out in the Policies. Any Service Fees expressed as estimates provided prior to the provision of the Services are not binding, and Seller agrees that it will be liable for the actual Service Fees charged to Seller. For the avoidance of doubt, coupons or other discounts provided by Lazada Marketplace to Buyers are not considered in the Service Fee calculation,

- B. The Seller acknowledges that instructions may be conveyed to LEL automatically on Seller Centre or the Platform, in accordance with the Policies, without prior notice or action by the Seller. If the Seller wishes to cancel any Service, the Seller should do so on Seller Centre, or terminate this Agreement in accordance with these Terms.
- C. LEL will be responsible for and have sole discretion to deal with Buyers in relation to the Services, and Seller will not confirm deliveries or give any further information about the fulfilment of any Orders which are the subject of the Services to the Buyer.
- D. LEL is not involved in the sale and purchase transactions between Seller and Buyers. As owner, provider and/or vendor of the Goods on the Platform, it is up to Seller to ensure the sale is legally authorized, accurately describe the Goods and Products, and provide any insurance, warranty and other after-sale service or support as required by law or trade. Seller uses the Services, the Platform and Seller Centre, at its own risk.

3) Service Fees

- A. Service Fees and all sums due and payable to LEL under this Agreement shall be automatically deducted from Sales Proceeds in the Seller Account with Lazada Marketplace and remitted to LEL every 7 days, or in accordance with the payment cycle stated in the Policies. The Seller authorizes Lazada Marketplace to deduct the Service Fees or any sums due and payable to LEL under this Agreement from the Sales Proceeds. Any invoice or payment inaccuracies or errors will be reversed and corrected in the next payment cycle.
- B. If the Seller has more than one Seller Account, the Service Fees may be deducted from any of the other Seller Accounts if there are insufficient Sales Proceeds in one Seller Account for full settlement of the Service Fees. If the Sales Proceeds in all the Seller Accounts are insufficient to pay the Service Fees, the Seller shall pay the outstanding Service Fees within ten (10) Working Days after receiving LEL's invoice.

- C. All payments to be made by Seller to LEL shall be made free and clear of, and without deduction for or on account of, any taxes unless Seller is required to make such a payment subject to the deduction or withholding of taxes, in which case the sum payable by Seller shall be increased to the extent necessary to ensure that LEL receives a sum net of any withholding or deduction equal to the sum which it would have received had no such deduction or withholding been made or required to be made. If LEL is required under the law of any jurisdiction to deduct or withhold any sum as taxes imposed on or in respect of any amount due or payable to Seller, LEL will make such deduction or withholding as required, and LEL will provide Seller with a certificate or any similar document proving that amounts deducted refer to withholding taxes.
- D. Any enquiry or dispute about any Payment shall be received by LEL within one hundred and twenty (120) days after the date the Services were provided, failing which, Seller waives the right to dispute such Payment.
- E. Under terms and conditions agreed to in this Agreement and/or in a separate agreement, Seller may be offered the possibility to purchase goods and services provided by LEL and/or third parties ("**Additional Services**"). LEL reserves the right, in its sole discretion and at any time, to amend the terms (including scheduling, suspension and termination), of Additional Services. Payment for Additional Services will be either in accordance with payment for Service Fees under this Agreement, by direct payment or invoice, or by any other means of payment indicated in Seller Centre or agreed to by the Parties.
- F. From time to time, Lazada Marketplace or LEL may offer promotional and goodwill rebates or discounts to Seller in respect of any part of the Service Fees. The terms of such rebate or discount are determined by Lazada Marketplace or LEL at its sole discretion. Where required by law, Lazada Marketplace or LEL may generate an invoice by the Seller to give effect to the rebate or discount.

4) Access to Services and Tools

- A. The Seller is responsible for supplying and authorizing access to its Seller Account to its authorized personnel, and for ensuring that any person filling in or signing any document, operating the Seller Account, or handling the Goods and Products, on behalf of Seller (other than a Lazada or LEL employee, contractor or agent specifically mandated by LEL) has full power and authority to do so on behalf of Seller. The Seller shall not permit the access to and use of the Seller Account, Services and Tools by any third party, except to the extent permitted under this Agreement.
- B. Any password provided by LEL to Seller may be used only during the period Seller is permitted to use such password for purposes of the Services, and may not be shared with any person other than authorized personnel of Seller that need to use it for the performance of this Agreement.
- C. The Seller is responsible for terminating or reassigning access to any user of the Seller Account that the Seller considers unauthorized to access or use the Services or Tools at any time.
- D. The Seller may not dispute the actions of any person accessing or using the Seller Account, Services or Tools on the Seller's behalf, unless LEL has been given advance written notice of such person's lack of authority.

5) Seller Undertakings

- A. General undertakings: By using the Services and Tools provided by LEL, Seller undertakes, represents and warrants that it will:
 - i) comply with all applicable laws, treaties, ordinances, codes and regulations, including all anti-bribery, anti-corruption and tax laws relating to the activities undertaken by Seller;
 - ii) comply with all Policies;

- iii) be responsible and pay all taxes, duties, fees and other charges arising out of or associated with the Goods and Products, the Services or in any other way owed by Seller under this Agreement;
- iv) contract appropriate insurance covering its obligations thereunder and the Goods and Products regardless of the Fulfilment Model chosen;
- v) provide, in the format and at such times as LEL may require, accurate, updated and complete information about the Seller;
- vi) give LEL written notice of any requirement or provision of any contract that may conflict with any requirement or provision of this Agreement;
- vii) not create liability for LEL (and its Affiliates, directors, employees, contractors, agents, subcontractors, etc.) or expose it to undue risk or otherwise engage in activities that LEL, in its sole discretion, determines to be harmful to LEL's operations, reputation, or goodwill;
- viii) its use of the Tools, and the selection of its user name will not be unlawful, inaccurate, misleading, false, fraudulent, defamatory, trade libellous, or otherwise unsuitable;
- ix) agree to be bound by any additional terms, including any End User Licence Agreement relating to the access and use of the Tools;
- x) not use, or access, input or upload on the Tools any material that is not directly connected with the Goods or Products;
- xi) not allow anyone to, directly or indirectly, engage in any fraudulent, inappropriate or unlawful activities in connection with the Services or Tools, including:
 - a) generating fraudulent, repetitive or otherwise invalid clicks, impressions, queries or other interactions, whether through the use of automated applications or otherwise;
 - b) collecting any user information, indexing or caching any portion from the Tools, whether through the use of automated applications or otherwise;
 - c) targeting communications or transmitting unsolicited commercial or bulk email of any kind on the basis of the intended recipient being a user of the Tools, Platform or Seller Centre;
 - d) interfering with the proper working of the Tools or the Services;
 - e) access content and information that concerns any party other than the Seller;
 - f) transmitting any viruses, Trojan horses or other harmful code; or
 - g) attempting to bypass any mechanism Lazada Marketplace or LEL uses to detect or prevent such activities.

B. Undertakings relating to the Goods: Seller undertakes, represents and warrants that:

- i) the Goods comply with the laws of the territory (including all minimum age, marking and labelling requirements, product warranties, specifications and performance criteria, etc.);
- ii) provide, in the format and at such times as LEL may require, accurate, updated and complete information about the Goods or Products;
- iii) it has full unencumbered title in the Goods and in any materials incorporated in the Goods and all the Goods are supplied free of all liens, charges or other security interests;
- iv) it will not directly or indirectly use the Services in respect of:

- a) Dangerous Goods;
- b) Prohibited Goods;
- c) Inadequate Products, or expired (or soon to be expired) Goods; or
- d) counterfeit, "replica" and name brand "knock off" Goods or Goods violating any Intellectual Property Rights;

C. All the aforesaid representations, warranties and undertakings will be fulfilled and will remain true and correct at all times. In the event of any of them becoming or unfulfilled, untrue or incorrect, Seller will promptly inform LEL of the same and rectify the situation.

6) LEL Rights

- A. LEL may in its sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or cancel any Services. If Seller has transferred the Goods to the applicable carrier or shipper for delivery to LEL, Seller will use its best efforts stop and/or cancel delivery by such carrier or shipper.
- B. LEL may use the services of one or more third party service providers in connection with the Services.

7) Confidential Information

- A. The recipient of any Confidential Information will not disclose that Confidential Information, except to Affiliates, employees, and/or agents who need to know it and who have agreed in writing to keep it confidential. The recipient will ensure that those people and entities use Confidential Information only to exercise rights and fulfil obligations under this Agreement and keep the Confidential Information confidential. The recipient may also disclose Confidential Information when required by law after giving the discloser reasonable notice and the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to disclosure.
- B. The rights and obligations of the Parties under this Section will survive the termination of this Agreement.

8) Personal Data and Buyer Information

- A. Seller undertakes, represents and warrants that it will use and process Personal Data (in particular, the Personal Data of Buyers):
 - i) only for the purpose of the execution of this Agreement and not disclose it to third parties;
 - ii) in accordance with the requirements under the applicable personal data protection law; and
 - iii) in a manner that ensures LEL remains in compliance with the requirements under the applicable personal data protection laws.
- B. Seller further warrants that it implements sufficient security measures to ensure that the Personal Data are securely kept and maintained as required by the applicable personal data protection law, and agrees to subject itself to the necessary audits undertaken by LEL to ensure compliance of the above warranties and to immediately inform LEL of any Personal Data incident it becomes aware of.
- C. Seller will utilize Buyer information, including Personal Data, disclosed by LEL to Seller or which Seller has otherwise collected or obtained access to pursuant to or in connection with this Agreement, solely for purposes of this Agreement and will not sell, assign, license, publish, lease or otherwise commercially exploit any Buyer information or utilize Buyer 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 Buyer information. No Buyer information will be disclosed

by Seller to any third party without the prior written consent of LEL, and will only be disclosed within Seller's organization on a need-to-know basis.

- D. Seller agrees to indemnify and hold harmless LEL and each of its respective officers, employees, directors and agents from, and at LEL's option defend against, any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defences, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including third party claims, reasonable attorney's fees, consultants' fees, experts' fees and other costs of litigation), to the extent such claims arise from or may be in any way attributable to:
- i) any violation of this Agreement by Seller;
 - ii) the negligence, bad faith, or intentional or wilful misconduct of Seller or its subcontractors (whether or not approved by LEL); or
 - iii) any security incident for which Seller is directly or indirectly responsible.

9) Industrial and Intellectual Property Rights

- A. Seller hereby grants LEL a royalty-free, non-exclusive, right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially and non-commercially exploit in any manner, any and all of the Content Materials, and to sublicense the foregoing rights to LEL's Affiliates, provided that LEL will not alter any third party trademarks.
- B. As between the Parties, each Party retains all right, title and interest in and to its technology and Intellectual Property Rights. Neither Party acquires any rights in the foregoing from the other Party except as expressly granted under this Agreement; all other rights are reserved, and no implied licenses are granted. Seller will not decompile any software or reverse engineer any software, or other product or process provided by LEL under this Agreement. This Agreement is not a license to use or distribute such software, or other product or process.
- C. Neither Party shall attempt to register any distinctive trademarks or domain names that are confusingly similar to those of the other Party.
- D. LEL and its Affiliates owns all information regarding Buyers, Orders and the supply of the Services including payments, fees, Service Fees, disbursements, refunds, adjustments, etc. and LEL and its Affiliates will not be liable to pay any royalties or fees to Seller in connection with the use of any such information.
- E. This Agreement confers to Seller no rights of ownership or title, license, or other Intellectual Property Rights in any tangible or intangible property, including software (e.g. the Tools and any API's or other software) and data (e.g. sales data, performance data and Buyer data) used, obtained or created under this Agreement. If such rights were nevertheless to have accrued to it for any reason whatsoever, Seller will assign, dispose or otherwise transfer (and effect the transfer of) the full and exclusive ownership of all such rights to LEL or any other party designated by LEL, free of charge, or for a nominal fee. Seller will use and process such software and data only for the purpose of the execution of this Agreement, will not claim any Intellectual Property Rights, sell, assign, license, publish, lease or otherwise commercially exploit such software and data, and will immediately cease their use and processing upon termination of this Agreement or if so required by LEL at any time. Seller will not be entitled to use any intellectual property belonging to LEL without LEL's prior approval in writing.
- F. Nothing herein contained will be deemed to limit or restrict the rights of LEL or any third party to assert claims for violation of any Intellectual Property Rights against Seller.

10) Liability – Indemnification

- A. No liability for inaccuracies or errors: The Services, the Tools and the Additional Services are provided on an "as is" basis. Seller acknowledges that any information and any materials provided by or through the Platform, Seller Centre, the Services and Additional Services, and the Tools may contain inaccuracies or errors, and LEL and its Affiliates expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by law. Any link found on the Platform, Seller Centre or the Tools is provided for Seller's convenience to provide further information. Unless otherwise stated, it does not signify that LEL endorses the contents thereof and LEL has no responsibility for the content of external links.
- B. No liability for unavailability: Seller acknowledges that the availability of the Services and Tools is subject to:
- i) availability of resources, including, without limitation, resources under the control of LEL and availability of a suitable network infrastructure at the time at which the Service is requested or delivered;
 - ii) if applicable, geographic and technical capability of communication networks and other delivery systems at the time at which the Services are requested or delivered;
 - iii) provisioning time that may be required by LEL to provide the Services and Tools; and
 - iv) Seller meeting the technical requirements for accessing the Tools from time to time.
- C. No warranties: Except as expressly provided for in this Agreement, LEL makes no other representations or warranties of any kind, express or implied, including:
- i) the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement;
 - ii) that the Services, Tools or the Additional Services will meet Seller's requirements, will always be available, accessible, uninterrupted, timely, secure, or operate without error;
 - iii) that the information, content, materials, or products included on the Seller Centre or Tools will be as represented by LEL, available for sale on a timely manner, lawful to sell, or that LEL or the Buyers will perform as promised;
 - iv) any implied warranty arising from course of dealing or usage of trade; and
 - v) any obligation, liability, right, claim, or remedy in tort, unless arising from acts of fraud, gross negligence or wilful misconduct by LEL.
- D. No liability for sale transactions: Because LEL is not involved in transactions between Seller and Buyers, Seller hereby agrees on its behalf and on behalf of Buyers to release LEL (and its agents and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in connection with such Seller-Buyer transactions, provided such release will not apply where actual claims, demands or damages arise due to LEL's fraud, gross negligence or wilful misconduct.
- E. Correction of documents or content: Any typographical clerical or other error or omission in any acceptance, invoice, Content Material or other document on the part of LEL may be subject to correction without any liability for LEL.

- F. Limitation period: Any claim of Seller under this Agreement must be notified to LEL within one hundred and twenty (120) days from the actual or scheduled performance of the relevant Service. For the avoidance of doubt, LEL will not be liable for any claim made by Seller after said deadline.
- G. Indemnity: Seller will defend, indemnify and hold harmless, and at LEL's option defend against, LEL and its Affiliates, employees, directors, agents and representatives, from and against any and all liens, damages, losses, liabilities, obligations, penalties, fines, fees, claims, litigation, demands, defences, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including third party claims, reasonable attorney's fees, consultants' fees, experts' fees and other costs of litigation) arising out of, or related to:
- i) any actual or alleged breach of Seller's undertakings, representations, warranties, or obligations set forth in this Agreement (in particular those set out in Clauses 4 and 5);
 - ii) any non-compliance by the Seller with any applicable laws or the Policies, including any losses in respect of carriage of prohibited goods incurred by LEL or its sub-contractors; or
 - iii) any tax compliance costs or tax liability incurred by LEL in connection with Seller's activities, arising out of Seller's non-compliance with the applicable tax laws or LEL being deemed a tax agent of Seller.
- If at any time LEL reasonably determines that any indemnified claim might adversely affect LEL, LEL may take control of the defence at the expense of Seller. Seller may not consent to the entry of any judgment or enter into any settlement of a claim against LEL without the prior consent by LEL in writing, which consent may not be unreasonably withheld.
- H. LEL's liability: LEL will not be held liable for any damages of any kind, including direct, indirect, incidental, punitive, and consequential, arising out of or in connection with this Agreement, the Services or Additional Services, or the Tools (including any inability to use the Services, Additional Services or the Tools), the Goods, the Products, or from messages received or transactions entered into, except as expressly provided in the relevant Schedule.
- I. Limitation of liability: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total aggregate liability of LEL and its Affiliates (including their respective officers, directors, partners, employees and contractors, and any of them), to Seller and anyone claiming by or through Seller, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Agreement from any cause or causes shall not exceed the compensation limits stated in the relevant Schedule. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

11) Termination

- A. LEL has the right to unilaterally and immediately terminate this Agreement upon the occurrence of any of the following:
- i) Seller being in breach of any provision of this Agreement and failing to remedy the same within fourteen (14) days from being so notified;
 - ii) Seller passing a winding up resolution or a court of competent jurisdiction making an order for the same;
 - iii) the issuance of a judicial management or administrative order in relation to Seller, or the appointment of a receiver over, or an encumbrance taking possession or sale of, Seller's assets;

- iv) Seller making an arrangement or composition with its creditors generally or applying to a court of competent jurisdiction for protection from its creditors;
 - v) Seller ceasing or threatening to cease to carry on business; or
 - vi) LEL failing to receive payment for the Services for more than thirty (30) days without valid reason.
- B. Either Party may unilaterally terminate this Agreement without cause by providing fourteen (14) days' prior written notice to the other Party.
- C. Upon termination of this Agreement, Seller shall pay all outstanding sums under this Agreement to LEL. LEL shall have the discretion whether or not to complete or cancel any pending Services, and Seller shall pay any fees in connection with Services that are completed.
- D. Any provision of this Agreement that, by its nature, is meant to survive the term or termination of this Agreement shall survive termination.

12) Miscellaneous

- A. This Agreement will prevail over any other agreement, terms or conditions regarding the subject matter, pre-contractual negotiations, and to the exclusion of all other terms submitted, proposed or stipulated by either Party (including any terms or conditions which Seller purports to apply under any purchase order, confirmation order, specification, invoice or other document) and no terms or conditions endorsed upon, delivered with or contained in any other document or with the Goods or Products, will form part of this Agreement. The actual or future invalidity or ineffectiveness of any provision hereof will not affect the validity or effectiveness of the whole document. This Agreement will apply to the relationship between the Parties in addition to any specific terms agreed to except to the extent, if any, expressly excluded in any Special Conditions. In the event of any conflict or inconsistency between any provision of any Special Conditions, any Schedule to any Special Conditions, and these Terms, the provisions of the Special Conditions, the Schedule to the Special Conditions, and these Terms will prevail in that order.
- B. The singular includes the plural and vice versa, as the context may require. The headings are inserted for convenience only and will be ignored when construing this Agreement. The term "including" or "include" shall mean "including, without limitation", unless the context otherwise requires.
- C. Unless otherwise provided in this Agreement or agreed to between the Parties, all notices, requests, demands and other communications hereunder must be in writing, in English, and will be deemed to have been fully given and received when sent with receipt received by recognized overnight delivery service or registered mail one (1) business day after being deposited for next-day delivery with a recognized overnight delivery service, or three (3) business days after being mailed by registered mail, charges and postage prepaid, to the Party to receive such notice at such Party's address set forth herein or any other address that such Party may specify by notice to the other Party.
- D. Seller cannot assign, transfer or subcontract all or part of its rights and/or obligations deriving from this Agreement, without the prior written consent of LEL. LEL may assign, transfer or subcontract all or part of its rights and/or obligations deriving from this Agreement.
- E. Seller and LEL are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative relationship or exclusivity between the Parties. This Agreement will not cause the establishment of any relationship of employment between the Parties or with any person who provides services to either. Seller will have no authority to make or accept any offers or representations on behalf of LEL.

- F. This Agreement and all of the representations, warranties, covenants, conditions, and provisions hereof are intended to be and are for the sole and exclusive benefit of LEL, Lazada Marketplace, and Seller. Other than as regards the rights of Buyers against Seller, nothing in the Seller Agreement will be construed as giving any third party any rights whatsoever.
- G. Notwithstanding any other provision in this Agreement to the contrary, nothing contained herein will oblige LEL or Seller to engage in any action or omission to act which would be prohibited by or penalized under the laws of the relevant country or of any other country.
- H. The failure of a Party to exercise its rights in case of breach of contract by the other Party will not be considered as a waiver of its rights under this Agreement or under law.
- I. No Party will be liable to the other or be deemed to be in breach of this Agreement by reason of any delay or failure to perform any of its obligations due to an event of Force Majeure. Upon the occurrence of any event of Force Majeure, LEL 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 of Force Majeure will continue for a period exceeding one (1) month, LEL may notify Seller that it will terminate this Agreement.
- J. Time is of the essence.
- K. No variation (including amendments or crossed-out provisions) of these Terms will be valid unless:
- i) included in the Special Conditions;
 - ii) written in a separate amendment in writing entered into by the Parties; or
 - iii) notified to Seller as provided in the second paragraph of these Terms.
- L. All stamp duty and registration fees (if any) in respect of this Agreement will be fully borne and paid by Seller.
- M. **Governing Law and Dispute Resolution.** This Agreement shall be subject to and governed by the laws of Malaysia. Any dispute, difference, disagreement, controversy and/or claim between the Parties arising out of or relating to or in connection with this Agreement including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Kuala Lumpur in the English language at the Asian International Arbitration Centre ("**AIAC**") in accordance with the Arbitration Rules of the AIAC ("**AIAC Rules**") for the time being in force which rules are deemed to be incorporated by reference into this Clause. The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential. The arbitral tribunal shall consist of one (1) arbitrator, to be agreed between the Parties, failing an agreement thereto, by the Chairman of the AIAC. Any award by the arbitration tribunal shall be final and binding upon the Parties and the prevailing party will be awarded the costs and attorneys' fees reasonably incurred by it in connection with the arbitration (or an appropriate percentage thereof if the prevailing party won on some but not all of the claims and counterclaims).

13) Definitions

- A. **Affiliate:** any entity directly or indirectly controlled by, or controlling, a Party or any affiliate or subsidiary thereof. As regards LEL, Affiliate is deemed to include entities which are members of the Alibaba and Lazada groups of companies.
- B. **Buyer:** a third-party, who purchases Product(s) on the Platform.

- C. **Confidential Information:** any information proprietary to a Party or an Affiliate thereof, that is disclosed to the other Party or an Affiliate thereof, whether marked as confidential or not, that should be considered confidential information under the circumstances. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully obtained and provided to the recipient by a third party.
- D. **Content Material:** product information, text, images, and any other relevant and/or legally required information relating to the Goods, including third party and Seller's trademarks and other Intellectual Property Rights related materials.
- E. **Dangerous Goods:** Goods which are listed as Dangerous Goods in the Policies.
- F. **Failed Delivery:** inability to deliver any Products which are the subject of the Services due to : i) the name or delivery address (either physical or email) provided by the Buyer; ii) where acceptance of delivery of the Product is required, the Buyer (or its representative) being unable to accept the Product; or iii) where the Product is a physical product, the Buyer refusing to accept the delivery of the Product in accordance with the Policies.
- G. **Force Majeure:** any event or cause beyond a Party's reasonable control such as, but not limited to: i) act of God, explosion, flood, tempest, fire or accident; ii) war or threat of war, sabotage, insurrection, civil disturbance or requisition, act of terrorism or civil unrest; iii) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; iv) import or export regulations or embargoes; v) interruption of traffic, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of LEL or of a third party); and vi) health epidemics declared by the World Health Organization.
- H. **Fulfilment Model:** the model of Order fulfilment of Goods and Products agreed to by the Parties.
- I. **Good:** one (1), or several (if sold together under one Listing Price) as the case may be, item(s) owned and offered for sale by Seller under the Seller Agreement.
- J. **Inadequate Product:** any wrong, faulty, defective, damaged (excluding any Good or Product damaged due to mishandling by LEL), legally non-compliant Good or Product, or a Good or Product that has been publicly or privately recalled, in accordance with the law or the Policies.
- K. **Intellectual Property Rights:** all copyright, moral rights, trade marks, design rights, rights in or relating to databases, rights in or relating to confidential information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world.
- L. **Lazada Marketplace:** the Lazada Marketplace entities entering into this Agreement are
- i) Malaysia: **ECART SERVICES MALAYSIA SDN BHD**
 - ii) Singapore: **LAZADA SINGAPORE PTE LTD**
 - iii) Thailand: **LAZADA LTD**
 - iv) Indonesia: **PT ECART WEBPORTAL INDONESIA**
 - v) Vietnam: **RECESS COMPANY LIMITED**
 - vi) Philippines: **LAZADA E-SERVICES PHILIPPINES, INC.**
- M. **Listing Price:** the price, including instalments, at which a Good is offered for sale to Buyers by Seller as indicated on the Platform at the time the Order is placed. For the avoidance of doubt, the Listing Price includes any tax applicable by law, and excludes any coupons or other discounts provided by Lazada Marketplace to the Buyer.
- N. **Order:** the request placed by a Buyer on the Platform for the purchase of a particular Good.

- O. **Party:** the Seller, LEL or Lazada Marketplace.
- P. **Personal Data:** any personal information as defined by the applicable personal data protection laws and regulations, pertaining, but not limited, to LEL employees, agents, consultants and Buyers.
- Q. **Platform:** The Lazada platform, where the Seller may list Goods for sale under the Seller Agreement, and Buyer(s) may buy such goods.
- R. **Policies:** the rules, guidelines, terms and conditions, etc. applicable to Sellers and Buyers for the use of the Services, Platform, Seller Centre, Tools and other Lazada properties, as they may appear on the Platform or Seller Centre or be communicated from time to time by LEL.
- S. **Product:** the Good purchased by a Buyer.
- T. **Prohibited Goods:** Goods which are listed as Prohibited Goods in the Policies.
- U. **Replacement Value:** the lowest of either the invoiced value of the Good to Seller by Seller's supplier, the lowest wholesale price the Good is sold in the relevant jurisdiction, or the price net of the costs associated with the sale (Listing Price less any applicable fees applied by Lazada Marketplace and GST / VAT that would have applied if the product had been sold to a Buyer) of the Good at the time the wrong delivery, damage or loss occurs.
- V. **Sales Proceeds:** the gross proceeds received from Buyers by Lazada Marketplace on behalf of the Seller.
- W. **Seller Account:** An account which the Seller has created with Lazada Marketplace for access to the Platform and Tools, and by which the Sales Proceeds may be received.
- X. **Seller Agreement:** the agreement between Seller and Lazada Marketplace for, *inter alia*, use of the Platform.
- Y. **Seller Centre:** the tool offered by Lazada Marketplace to the Seller, for the operation of the Seller's operations on the Platform, access to the Services and Tools. All references to "Seller Centre" shall include the Lazada University for Sellers.
- Z. **Service Request:** a request by Seller for LEL to provide the Services.
- AA. **Schedule:** any schedule or annex to these Terms containing specific clauses relating to the solutions. Each Schedule forms an integral part of this Agreement.
- BB. **Special Conditions:** any particular conditions agreed between the Parties, amending or supplementing these Terms.
- CC. **Tools:** any tools provided by LEL to the Seller in connection with the Seller's access to and use of the Services.
- DD. **Working Day:** a day other than Saturday, Sunday, or a national or state public holiday in the territory in which the Seller is incorporated or where the Services are provided (as the case may be).

Malaysia Solutions Schedule

1) Malaysia Fulfilment Models

The following Fulfilment Models are available under the Services:

- i) **Drop-Shipping:** where Seller is responsible for delivering Products to LEL's designated locations for LEL to coordinate delivery to Buyers;
- ii) **Fulfilment By Lazada:** where Seller is responsible for delivering the Goods to the location designated by LEL, for LEL to coordinate their temporary storage, re-packaging (if necessary) and delivery to Buyers for the purposes of order fulfilment.

(collectively, the "MY Logistics Services")

2) General Terms of MY Logistics Services

- A. LEL will provide the MY Logistics Services to the Seller, in accordance with the Policies.
- B. Seller shall comply with the Policies for the MY Logistics Services, in particular:
 - i) providing all information and supporting documents in the package or otherwise as required by law or the Policies, including delivery notes and tax invoices for the Products, or, if required by LEL, sending such information and/or supporting documents to the Buyer directly;
 - ii) packaging all Goods and Products in accordance with the packaging guidelines in the Policies;
- C. LEL reserves the right, in its sole discretion, to use any method or route to perform the MY Logistics Services. LEL may, in its sole discretion, reject or re-package (at the Seller's expense) any Goods or Products for the provision of the MY Logistics Services, or return such Goods or Products.
- D. Seller authorises LEL and its appointed sub-contractors to act as (i) the importer or re-importer of record of the Goods and Products in Malaysia or any other country, (ii) the exporter of record of the Goods and Products from Malaysia or any other country, and (iii) its appointed customs agent in Malaysia or any other country, for the purposes of facilitating the shipping and return, import and reimport, export and customs clearance of the Goods and Products under this Agreement. For this purpose, Seller also authorises LEL and its appointed sub-contractors to, on the Seller's behalf, complete any required documentation, pay the applicable duties and taxes, and provide any documentation or information relating to the Goods and Products to any relevant customs department, government authority or third party.
- E. All duties and taxes payable to any relevant customs department incurred in connection with the shipping of the Goods and Products under this Agreement shall be on the Seller's account. Unless the Service Fees are stated to be inclusive of such duties and taxes, the Seller shall reimburse and indemnify LEL for any duties and taxes paid on behalf of the Seller in the course of providing the MY Logistics Services.
- F. Except as provided in these Terms or with the prior written approval of LEL, neither LEL nor any of its Affiliates will be listed on any import or export documentation relating to Goods and Products, and LEL reserves the right to refuse to accept Goods or Products, and to cancel any Service Request, where it is listed on the import documentation, and any costs, penalties, taxes or duties assessed against or incurred by LEL will be charged to Seller.

- G. Risk of loss or damage to the Goods or Products shall remain with the Seller unless risk is transferred in accordance with these Terms.
- H. LEL may, in its sole discretion or at the direction of any government or law enforcement authority, at any time and without notice, open any package and inspect, or allow a third party to inspect, any Good or Product.
- I. LEL shall, subject to any applicable law, have a lien on any Goods or Products in LEL's or its sub-contractor's possession for any Service Fees due and owing to LEL from the Seller.

3) **Compensation for loss or damage**

- A. **Compensation limits:** Subject to Clause 6K in relation to FBL Goods, if there is any loss or damage to Goods or Products which are the subject of the MY Logistics Services and where LEL is responsible for the risk shall be limited to:
 - i) For loss or damage caused during delivery to the Buyer, or return journey to the Seller: **Replacement Value** of the Products, up to **US\$100 per parcel**, unless a lower amount is set out in the Policies (regardless of the number of Products in such parcel); or
 - ii) For FBL Goods (other than loss or damage caused during delivery to the Buyer, or return journey to the Seller): **Replacement Value** of the FBL Goods, up to **US\$100 per item**, unless a lower amount is set out in the Policies.

The above compensation shall be the Seller's sole and exhaustive remedy against LEL, its Affiliates and its sub-contractors for any loss or damage to the Goods or Products.

- B. **Exclusions:** The compensation under this clause shall not apply if the loss or damage is:
 - i) caused by the Seller's instructions, failure to comply with this Agreement or the Policies, negligence or misconduct; or
 - ii) related to the decay of perishable items.

4) **COD Collection**

- A. Lazada Marketplace and the Seller authorise LEL to collect and process cash-on-delivery ("**COD**") on behalf of Lazada Marketplace and the Seller (as the case may be). Unless specified otherwise, LEL will remit all COD collections to Lazada Marketplace as the payment processing agent.
- B. In performing the COD collection and processing services, LEL does not take any responsibility as to the legality of any payment transaction between the Seller and Buyer.

5) **Drop-Shipping**

- A. Seller will, at its own expense, ship the Products ordered by Buyers to LEL's designated locations in accordance with the lead times specified in the Policies, failing which, LEL may cancel the Service Request. LEL will arrange for the delivery of the Products to the Buyers in accordance with the Policies.
- B. For Products to be delivered to Buyers in the Philippines, LEL will handle the international shipping (including customs clearance) of the Products to designated locations in the Philippines to be handed over to LAZADA E-SERVICES PHILIPPINES, INC. ("**LPH**"). The Service Fees for the international shipping services to the Philippines will be charged by LEL. The domestic segment of the fulfilment of Orders and collection of returned Products in the Philippines will be arranged by LPH, from the point the Products are

handed over to LPH in the Philippines. The Service Fees for these Services performed in the Philippines will be charged by LPH.

- C. Seller will ensure that LEL is supplied with updated Order shipment tracking information in a timely manner.
- D. Risk of loss or damage for Products will remain with Seller until the Products are handed over to LEL or its sub-contractors at LEL's designated locations.
- E. Returns and Failed Deliveries will be handled by LEL in accordance with the Policies. The Seller acknowledges that, in accordance with the Policies:
 - i) the Seller authorises Goods or Products that are subject to Returns and Failed Deliveries to be offered and re-routed for fulfilment of a subsequent Order on any of the Lazada Marketplace platforms. Service Fees for such re-routing services (if applicable) shall be charged in accordance with the Policies and rate cards published by LEL from time to time;
 - ii) LEL is not obliged to ship back and return to the Seller Goods or Products that are subject to Returns and Failed Deliveries; and/or
 - iii) LEL or its Affiliates may offer Returns and Failed Delivery handling arrangements to the Seller from time to time, which shall be subject to additional terms and conditions to be prescribed by LEL or its Affiliates.
- F. If the Seller is required under the Policies to collect any Products subject to Failed Delivery or Buyer returns and fails to do so within the stipulated period, LEL may dispose of the Products at its sole discretion without any liability to Seller. Full ownership of the Products will be passed to LEL prior to such release, disposal or sale by LEL.

6) Fulfilment by Lazada

- A. Seller may opt for Fulfilment by Lazada by applying on Seller Centre or any other tool designated by LEL ("**FBL Request**"). LEL has full discretion to accept or decline the Seller's FBL Request.
- B. Seller will only ship the categories and quantities of Goods as permitted or accepted in writing by LEL ("**FBL Goods**") to LEL's designated fulfilment locations. Shipping dimensions, delivery procedures and operating hours are stated in the Policies.
- C. LEL is not required to physically mark or segregate the Seller's FBL Goods from the inventory of other sellers. LEL may also move FBL Goods among its fulfilment facilities (whether operated by LEL or its sub-contractors).
- D. LEL may refuse to accept the delivery any FBL Goods if it considers the FBL Goods to be unsuitable or non-compliant with the Policies. Seller shall, at its own cost, collect the FBL Goods from the fulfilment location within seven (7) days of the date of LEL's notification of rejection of the Goods, failing which LEL may dispose of the FBL Goods at its sole discretion without any liability to Seller. Where any FBL Goods are rejected for creating an imminent safety, health or liability risk to LEL or its sub-contractors, LEL may dispose of the FBL Goods immediately without any liability to Seller. Full ownership of the Products will be passed to LEL prior to such release, disposal or sale by LEL.
- E. LEL's confirmed receipt of FBL Goods at its fulfilment locations does not:
 - i) indicate or imply that any Goods have been delivered free of loss or damage;
 - ii) indicate or imply that the quantities of FBL Goods tally with the quantities specified in the FBL Request; or

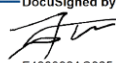
- iii) waive, limit or reduce any of LEL's rights under this Agreement.
- F. Where an Order is placed for FBL Goods stored at LEL's fulfilment facilities, LEL will handle the fulfilment, packing and delivery of the Order to Buyers. Where applicable, the terms of Drop-Shipping shall apply to any FBL Goods shipped by LEL to Buyers.
- G. Seller may request, at any time, the return of FBL Goods that are not the object of an Order. LEL may refuse, reject, revoke or terminate the Fulfilment by Lazada Services (in part or in whole), for any reason, and shall issue a return notification to the Seller upon such termination. Seller will be responsible for the collection of the FBL Goods from the designated fulfilment facility within seven (7) days from such return notification, failing which LEL may dispose of the Products at its sole discretion without any liability to Seller. Full ownership of the Products will be passed to LEL prior to such release, disposal or sale by LEL.
- H. The Fulfilment by Lazada Services are subject to scheduling restrictions and volume limitations, and Seller will comply with such restrictions or limitations.
- I. Seller shall have no remedies against LEL or any of its Affiliates or sub-contractors as a warehouseman or bailee.
- J. LEL shall only be liable for loss, damage or any unaccounted stock discrepancy in the FBL Goods beyond a shrinkage allowance of 1.5% of the total FBL Goods accepted from the Seller in respect of the year such loss, damage or unaccounted stock discrepancy occurs.

**- CROSS BORDER LOGISTICS SERVICES AGREEMENT -
COVER PAGE**

Reference Number: 2.5 (March 2018)

1. This cover page applies and is incorporated by reference to the Cross Border Logistics Services Agreement between **KOBRON HONG KONG DEVELOPMENT LIMITED** (hereinafter "**Kobron**") and the marketplace seller named herein (hereinafter the "**Seller**"; Kobron and Seller hereinafter individually "**Logistics Party**" and collectively "**Logistics Parties**", as the context may require), and **ECART SERVICES MALAYSIA SDN BHD, LAZADA SINGAPORE PTE LTD, LAZADA LTD, PT ECART WEBPORTAL INDONESIA**, and/or **RECESS COMPANY LIMITED** (hereinafter "**Lazada**"), for the international shipping, delivery, customs clearance services, cash on delivery services (if applicable) and other services provided by Kobron to the Seller pursuant to the terms and conditions of this Cross Border Logistics Services Agreement.
2. The digital signatures herein indicate each of Kobron's and the Lazada parties' express intention to be bound by the terms of the Cross Border Logistics Services Agreement – General Terms and Conditions (Reference Number: 2.5).
3. This cover page supplements, and is made a part of the Cross Border Logistics Services 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 Cross Border Logistics Services Agreement shall remain in full force and effect to the benefit of the Logistics Parties and Lazada.

Signed by Authorised Signatory)
for and on behalf of)
KOBRON HONG KONG DEVELOPMENT LIMITED)
Date)

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James Chang

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

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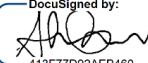
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Christophe Lejeune

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)
LAZADA LTD)
Date)

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Alessandro Piscini



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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**- CROSS BORDER LOGISTICS SERVICES AGREEMENT -
GENERAL TERMS AND CONDITIONS**

Reference Number: 2.5

1. **Scope**

- 1.1 These General Terms and Conditions apply to the Cross Border Logistics Services Agreement (hereinafter "**Agreement**") between **KOBRON HONG KONG DEVELOPMENT LIMITED** (hereinafter "**Kobron**") and the marketplace seller named herein (hereinafter the "**Seller**"; Kobron and Seller hereinafter individually "**Logistics Party**" and collectively "**Logistics Parties**", as the context may require), and **ECART SERVICES MALAYSIA SDN BHD, LAZADA SINGAPORE PTE LTD, LAZADA LTD, PT ECART WEBPORTAL INDONESIA** and/or **RECESS COMPANY LIMITED** (hereinafter "**Lazada**"). For the avoidance of doubt, references to "Logistics Party" or "Logistics Parties" shall not include Lazada and all references to "Lazada" in this Agreement shall be deemed to be references to the Lazada entity in the relevant Territory.
- 1.2 Where the Goods are bound for delivery to the Philippines, Kobron shall provide the Logistics Services in accordance with the PH Line Haul Schedule.

2. **Background**

- 2.1 Whereas the Seller has entered into an agreement ("**Marketplace Agreement**") with Lazada for the listing and selling of 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 or mobile app of Lazada or any of its Affiliates (hereinafter the "**Platform**"); and
- 2.2 The Seller wishes to engage Kobron to perform the Logistics Services (as defined below).

3. **Definitions**

- 3.1 **Affiliate:** means any person or entity that controls, is controlled by, or is under common control with the party in question.
- 3.2 **Business Day:** means any day from Monday to Friday, excluding (i) any public holidays or non-working days which are declared by the local or federal government of the relevant Territory, and (ii) any public holidays and non-working days declared by the local or federal government of China or Hong Kong.
- 3.3 **COD Services:** means cash on delivery services, which is a method of payment by which a Customer or his or her designated recipient of a Package makes payment for the Goods in the Package in cash, at the time of delivery of the Package containing the Goods to Customer or his or her designated recipient.
- 3.4 **Confidential Information:** has the meaning given in Article 13.1.
- 3.5 **Copies:** has the meaning given in Article 13.3.
- 3.6 **Customs Value:** means the value of the Goods as determined in accordance with the World Trade Organization's (WTO's) Agreement on Implementation of Article VII of the General Agreement on Tariffs and Trade 1994.
- 3.7 **Customer:** means a user of the Platform who has made an Order.
- 3.8 **Dangerous Goods:** means articles or substances which are capable of posing a significant risk to health, safety, or property when transported by the requested mode of transport including but not limited to such articles or substances as may be classified as dangerous or hazardous under applicable Law and/or under the current editions of the manuals or instructions issued by the government and non-government organizations responsible for regulating the affected mode of transport including without limitation, ICAO, IATA, IMO and the UN.
- 3.9 **Delivery Note:** means the document or waybill containing the essential information (as determined by Kobron at its sole discretion) required for the performance of the Logistics Services, including the name, delivery address and contact number (if applicable) of the Customer or the designated

- recipient of the Package, description of the contents of the Package (if applicable) and COD details (if applicable).
- 3.10 **Delivery Note Guidelines:** has the meaning given in Article 23.3.
- 3.11 **Delivery Policy:** means the delivery process and policy applicable to cross-border Orders which may be notified to the Seller by Kobron and/or Lazada from time to time (which includes, without limitation, the Lazada Global Shipping Solution Pack).
- 3.12 **Duties and Taxes:** means any customs duties, penalties, fines, interest, value-added tax (VAT), sales taxes (or equivalent) and/or other government taxes or charges.
- 3.13 **EOR:** means exporter of record.
- 3.14 **Failed Delivery:** has the meaning given in Article 21.1.
- 3.15 **Force Majeure:** has the meaning given in Article 14.1.
- 3.16 **Goods:** has the meaning given in Article 2.1.
- 3.17 **Goods Handover Point:** has the meaning given in Article 20.1.
- 3.18 **IOR:** means importer of record.
- 3.19 **Law:** means any constitutional provision, statute or other law, rule, regulation, official policy or interpretation of any governmental or regulatory authority.
- 3.20 **Listing Price:** means the listing price of the Goods on the Platform (i.e., total price including any applicable tax by Law).
- 3.21 **Logistics Services:** means the international shipping, delivery, IOR and EOR services, COD Services and other services provided by Kobron to the Seller pursuant to the terms and conditions of this Agreement.
- 3.22 **Marketplace Agreement:** has the meaning given in Article 2.1.
- 3.23 **Notes:** has the meaning given in Article 13.3.
- 3.24 **Order:** means the order for the sale of Goods to a Customer through the Platform.
- 3.25 **Owed Logistics Amounts:** has the meaning given in Article 7.1.
- 3.26 **Package:** means any package, parcel or delivery article containing Goods that is the subject of the Logistics Services pursuant to the Seller's instructions. For the avoidance of doubt, each Package may contain more than one Good.
- 3.27 **Packaging Guidelines:** has the meaning given in Article 23.1.
- 3.28 **Prohibited Items:** has the meaning given in Article 27.2.
- 3.29 **Platform:** has the meaning given in Article 2.1.
- 3.30 **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.
- 3.31 **Return Policy:** means the returns process and policy applicable to cross-border Orders which may be notified to the Seller by Kobron and/or Lazada from time to time (which includes, without limitation, the Lazada Crossborder Returns Process and Policy, and the Rerouting Process and Seller Guideline).
- 3.32 **Seller Account Amounts:** has the meaning given in Article 7.1.
- 3.33 **Seller Account Payments:** has the meaning given in Article 7.1.
- 3.34 **Seller Corporate Information:** has the meaning given in Article 18.1.
- 3.35 **Seller Centre:** has the meaning given in Article 5.3.
- 3.36 **Service Fee:** has the meaning given in Article 28.1.
- 3.37 **Service Order:** means an order for the Logistics Services made by the Seller to Kobron.
- 3.38 **Strategic Controlled Goods:** means strategic goods that are the subject of regulatory controls as specified in the Law of the relevant Territory or the country of export. They include conventional arms, military goods, goods that can be used for the production of weapons of mass destruction and/or their means of delivery and "dual-use" goods (that is, goods having a civilian use but which goods can also be used for military purposes).
- 3.39 **Territory:** means a country or territory within which the Logistics Services are provided in accordance with this Agreement, and in which Goods are intended to be sold pursuant to the Marketplace Agreement, such countries or territories of which shall be mutually agreed in writing between the Logistics Parties.

PART I – GENERAL PROVISIONS

4. **Effect of Agreement**

- 4.1 This Agreement is supplemental and in addition to the Marketplace Agreement.
- 4.2 Where Logistics Services are provided by Kobron under this Agreement, the terms and conditions of the Marketplace Agreement (which may be amended from time to time) that are specifically applicable to such Logistics Services, including any rate cards, shall be superseded by the terms and conditions of this Agreement. In the event of any inconsistency between the provisions of the Marketplace Agreement and the provisions of this Agreement in relation to the Logistics Services provided by Kobron, this Agreement shall prevail.

5. **Exclusive Communication through Lazada**

- 5.1 Unless agreed otherwise by Lazada in writing, any instruction, request, correspondence or other communication between the Seller and Kobron in relation to the Seller's activities on the Platform shall be made exclusively through Lazada or its designated person or contact person (such designated person or contact person of which may, for the avoidance of doubt include, at Lazada's sole discretion, persons employed or engaged by Kobron), and each of the Seller and Kobron authorises Lazada to act as their agent in respect of the transmission of such instruction, request, correspondence or other communication (and not for any other purpose).
- 5.2 Once the Seller or Kobron has submitted any instruction, request, correspondence or other communication for the other Logistics Party to Lazada, Lazada shall, as far as practicable, acknowledge the receipt of such instruction, request, correspondence or other communication within twenty-four (24) hours and take the necessary action thereafter, including by forward the same to that other Logistics Party.
- 5.3 The transmission of any notification, amendment, instruction, request, correspondence or other communication to the Seller by Lazada on behalf of Kobron, may be made through such mediums as Lazada may at its sole discretion deem appropriate, including but not limited to via the dashboard(s) pursuant to which the Seller monitors its accounts established with Lazada under the Marketplace Agreement ("**Seller Centre**").
- 5.4 For the avoidance of doubt, the duties of Lazada pursuant to this Agreement shall be administrative in nature, and Lazada shall not have a fiduciary relationship with, or owe any implied duties to the Seller, Kobron or any other person, by reason of this Agreement, the Marketplace Agreement or any transaction relating thereto. Lazada shall not be responsible or liable for any loss or damage whatsoever (including without limitation consequential loss, loss of profits or goodwill, indirect, exemplary or punitive damages) suffered by the Seller or Kobron howsoever arising whether in contract, tort, negligence or otherwise in connection with or as a result of any action or omission of Lazada under this Agreement.

6. **General Obligations of Kobron**

- 6.1 Kobron shall provide the Seller with the Logistics Services in accordance with the lead times, service level standards and policies notified to Seller from time to time by Kobron.
- 6.2 Notwithstanding Article 6.1, the Seller shall be entitled to raise a claim against Kobron for breach of the delivery lead times if the following conditions are satisfied:
- 6.2.1. at least twenty-five (25) Business Days have passed from the date of receipt of the Goods at the Goods Handover Point; and
- 6.2.2. the breach of the delivery lead times is not due to any event of Force Majeure or any default or negligence of the Seller.
- 6.3 Kobron may, at its discretion, sub-contract all or part of the Logistics Services, and shall have the right to use, any sub-contractor or agent on such terms as Kobron may deem appropriate, provided that Kobron shall remain liable to the Seller for the performance of its obligations under this Agreement.
- 6.4 Kobron may, at its sole discretion, use any method of working or delivery, provided that Kobron shall remain liable to the Seller for the performance of its obligations under this Agreement.
- 6.5 Kobron shall keep records of the Logistics Services provided to the Seller, in electronic form or otherwise, as Kobron may, at its sole discretion, deem appropriate, for a duration of no less than ten (10) years from the date of execution of each service and shall provide prompt access (and in any event no later than thirty (30) Business Days from the request) to all such records to Lazada and to the Seller, free of charge or for a nominal fee, in the Territory.

7. **Payment of Owed Logistics Amounts**

- 7.1 The Logistics Parties and Lazada agree that without prejudice to Kobron's other rights under this Agreement and applicable Law, payment of all monies owing by the Seller to Kobron under this Agreement (including but not limited to duly incurred Service Fees and related Duties and Taxes, and settlement of amounts owing under Articles 28.1, and pursuant to the indemnities at Article 17.1 and Article 19.2) ("**Owed Logistics Amounts**") shall be effected by Lazada applying the proceeds of funds received by Lazada from Customers in respect of any and all Orders made under any Marketplace Agreement ("**Seller Account Amounts**"), in satisfaction of such Owed Logistics Amounts ("**Seller Account Payments**"), prior to paying the Seller the Seller Account Amounts in the manner contemplated by the Marketplace Agreement(s).
- 7.2 The Logistics Parties and Lazada acknowledge and agree that in the event that the Seller has more than one account with Lazada under any Marketplace Agreement(s) which it has entered into with Lazada, Owed Logistics Amounts may be deducted from the Seller Account Amounts in any or all of these accounts by Lazada as Seller Account Payments, and paid to Kobron in the manner contemplated by this Article 7.
- 7.3 In the event that the Seller Account Amounts and, if applicable, the proceeds of any sale of Goods pursuant to Articles 21.3, 21.4, 22.5 and/or 22.6 below are insufficient to effect payment of all Owed Logistics Amounts, the Seller shall remain liable to Kobron for such shortfall, which shall be paid within ten (10) Business Days of the date of Kobron issuing an invoice in relation to such shortfall.
- 7.4 As far as necessary, the Seller hereby irrevocably authorises and instructs Lazada to make the Seller Account Payments out of the Seller Account Amounts, in the manner set out in Articles 7.1 and 7.2, and agrees with Kobron and Lazada that such authorisations and instructions shall be irrevocable.
- 7.5 The Seller irrevocably instructs Lazada to transfer to Kobron all Seller Account Payments from the Seller Account Amounts on a weekly basis (or such other period of time as Lazada may deem fit and notify the Seller in writing), such Seller Account Payments, and agrees with Kobron and Lazada that such instructions shall be irrevocable. Without prejudice to the foregoing, for the avoidance of doubt, such payment shall be made without any further notice, approval or confirmation from the Seller, and regardless of any instruction from the Seller to Lazada requiring otherwise.
- 7.6 Any inquiry or complaint in relation to any Owed Logistics Amount shall be received by Kobron within thirty (30) calendar days after the corresponding Seller Account Payment or invoice (as the case may be). Lazada and Kobron will not accept any queries after this point and the Seller waives the right to dispute any Owed Logistics Amount not disputed within this timeframe.
- 7.7 All Owed Logistics Amounts shall be made free and clear of, and without deduction for or on account of, any taxes unless Seller is required to make such a payment subject to the deduction or withholding of taxes, in which case the sum payable by Seller shall be increased to the extent necessary to ensure that Kobron receives a sum net of any withholding or deduction equal to the sum which it would have received had no such deduction or withholding been made or required to be made. If Kobron is required under the law of any jurisdiction to deduct or withhold any sum as taxes imposed on or in respect of any amount due or payable to Seller, Kobron will make such deduction or withholding as required, and Kobron will provide Seller with a certificate or any similar document proving that amounts deducted refer to withholding taxes.

8. **Limitations on Liability**

- 8.1 Subject to Article 8.2, if there is loss of or damage caused to any Goods in the course of the provision of the Logistics Services – except if the loss or damage arises as a result of the Seller not complying with the terms of this Agreement or if the loss or damage is related to the decay of any perishable Goods (in which case none of Kobron, Lazada or their Affiliates shall be liable for such loss or damage) – Kobron's liability to the Seller for such loss or damage shall be limited to the lower of:
- 8.1.1. **US\$100** per Package (regardless of the number of Goods in the Package); or
- 8.1.2. the Replacement Value of each of the Goods which have been lost or damaged, which shall represent the total liability that Kobron 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 8.1, the Seller shall not have additional remedies against Kobron or Lazada as a bailee. At all other times, the

- Seller will be responsible for any loss of, or damage to, any Good. For the avoidance of doubt, Lazada shall not be liable for any loss or damage caused to any Goods, or by any Goods, in the course of the provision of the Logistic Services.
- 8.2 Notwithstanding anything in this Agreement to the contrary, the aggregate liability (inclusive of interest and legal and other costs) of Kobron and Lazada together to the Seller in each calendar year in respect of all claims, actions or demands arising under or in connection with this Agreement (whether by reason of any negligence by Kobron or Lazada or any of their employees or agents, any non-fraudulent misrepresentation, any breach of contract or an express or implied warranty, condition or other term of this Agreement, breach of statutory duty, or any duty at common law or under the terms of any indemnity given by Kobron or otherwise) will not in any event exceed **US\$10,000**. In no event will Kobron or 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.
- 8.3 Any inquiry, complaint or claim by the Seller in relation to the Logistics Services must be received by Kobron 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.
- 8.4 Kobron and Lazada 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.
- 8.5 Subject to Clause 5.4, the liability of Kobron and Lazada for their obligations under this Agreement shall be several and extend only to any loss or damage arising out of their own breaches.
- 8.6 None of the Seller or its Affiliates shall be entitled to recover damages, or obtain payment, reimbursement, restitution or indemnity more than once (whether from Lazada, Lazada or their Affiliates) in respect of the same loss, shortfall, damage, deficiency, breach or other event or circumstance.
9. **Title and Risk to Goods**
- 9.1 The Logistics Parties and Lazada acknowledge and agree that (unless otherwise expressly provided in this Agreement, or mandated by applicable Law) at no point of time shall title to the Goods transfer to Kobron, Lazada or their Affiliates, or their service providers (including any importers or exporters of record, if applicable), sub-contractors or agents, by virtue of this Agreement or the provision of the Logistics Services. Title to the Goods shall at all times remain with the Seller until they have transferred to the Customer pursuant to the Marketplace Agreement, in the manner contemplated therein.
- 9.2 Risk to the Goods shall at all times remain with the Seller (or when title to the Goods is transferred to the Customer pursuant to the Marketplace Agreement, the Customer), unless the Goods are in Kobron's care pursuant to the provision of the Logistics Services.
- 9.3 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 Kobron, Lazada, their Affiliates or their sub-contractors be, or be deemed to be, the merchant of record of the Goods.
10. **Faults, Defects and Non-Compliance of Goods**
- 10.1 The Seller represents, warrants and undertakes that the Goods comply with applicable Law (in particular, that the Goods strictly conform to any and all product warranties, specifications, drawings, samples, performance criteria, all applicable quality, safety and hygiene requirements and any requirements under the Laws of any relevant Territory that any of the Goods be accompanied by or affixed with certificates, approvals, stickers, permits, labels or other documentation, whether as part of the importation or customs clearance process or otherwise) and will be free from faults and defects. Kobron may, 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 at any time after the discovery of the fault, defect or non-compliance.

- 10.2 Kobron shall have the right to be compensated and indemnified by the Seller for any damage or loss which it suffers as a consequence of any fault, defect and non-compliance with respect to any of the Goods.
11. **Termination and Effects of Termination**
- 11.1 Kobron has the right to unilaterally and immediately terminate this Agreement upon the occurrence of any of the following events:
- 11.1.1. the Seller being in breach of any obligation or warranty under this Agreement, fails to remedy the breach within seven (7) calendar days from the receipt of a written notice from Kobron of such breach, or otherwise commits a material breach of this Agreement;
 - 11.1.2. the Seller passing a resolution for its winding up or a court of competent jurisdiction making an order for the Seller's winding up, dissolution or bankruptcy;
 - 11.1.3. the making of an administration or judicial management 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;
 - 11.1.4. the Seller making an arrangement or composition with its creditors generally or applying to a court of competent jurisdiction for protection from its creditors;
 - 11.1.5. the Seller ceasing or threatening to cease to carry on business.
- 11.2 In addition to the foregoing, Kobron shall have the right to unilaterally terminate this Agreement, at Kobron's sole discretion, by providing the Seller with fourteen (14) calendar days' written notice.
- 11.3 The Seller has the right to unilaterally terminate this Agreement within fourteen (14) calendar days after the occurrence of any of the following events:
- 11.3.1. the making of an administration order in relation to Kobron or the appointment of a receiver over Kobron's assets;
 - 11.3.2. Kobron making an arrangement or composition with its creditors generally or applying to a court of competent jurisdiction for protection from its creditors; or
 - 11.3.3. Kobron ceasing or threatening to cease to carry on business.
- 11.4 Notwithstanding the foregoing, the Seller will have the right to unilaterally terminate this Agreement without cause, at the Seller's sole discretion, by providing Kobron with fourteen (14) calendar days' written notice.
- 11.5 This Agreement shall be terminated with immediate effect in the event of termination of the Marketplace Agreement (for any reason whatsoever).
- 11.6 In the event this Agreement is terminated pursuant to this Article 11, all Goods already in Kobron's possession shall immediately cease to be eligible for further Services, in which case Kobron may (at its sole discretion) return at the expense of the Seller or dispose of any Goods in such manner as Kobron deems fit (in which case title to such Goods shall pass to Kobron immediately prior to such disposal).
12. **Industrial and Intellectual Property Rights**
- 12.1 The Seller represents and warrants 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 which are the subject of any Service under this Agreement 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 advertising, publishing, promotion, manufacture, sale, distribution or use of the Goods and by this representation and warranty to not infringe on the above mentioned rights directly or indirectly.
- 12.2 The Seller agrees to release, defend, protect, indemnify and hold Kobron, Lazada and their 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 advertising, publishing, promotion, manufacture, sale, distribution or use of the Goods.

- 12.3 The Seller shall not be entitled to use any intellectual property belonging to Kobron without Kobron'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 Logistics Services.
13. **Confidentiality**
- 13.1 For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to Kobron, Lazada, or their Affiliates, which is not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:
- 13.1.1. any marketing strategies, plans, financial information, or projections, operations, sales estimates and business plans relating to the past, present or future business activities of Kobron, Lazada and their Affiliates;
 - 13.1.2. any past or present performance results, including orders and volumes;
 - 13.1.3. any plans and strategies for expansion;
 - 13.1.4. any products or activities, and customer or supplier lists;
 - 13.1.5. any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
 - 13.1.6. 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
 - 13.1.7. 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.
- 13.2 The Seller shall not disclose Confidential Information to third parties, except with the prior written consent of Kobron (or if the Confidential Information was disclosed by Lazada, Lazada). The Seller may only use the Confidential Information for the purpose of performing this Agreement, and not for any other purposes. Notwithstanding the foregoing, the Seller may disclose Confidential Information with prior written notice to Kobron (or if the Confidential Information was disclosed by Lazada, Lazada) for any of the following reasons:
- 13.2.1. to comply with the mandatory provisions of applicable Law or the rules of any recognised jurisdiction;
 - 13.2.2. the information is disclosed to the professional advisers or auditors of the Seller for the purposes of seeking professional legal advice or as part of an audit, provided that the recipient first agrees not to disclose the information;
 - 13.2.3. the information is in the public domain, other than through a breach of this Agreement;
 - 13.2.4. for the purposes of any arbitration or legal proceedings arising from this Agreement; and
 - 13.2.5. to any government authority if legally compelled to do so.
- 13.3 The Seller shall return and deliver to Kobron (or if the Confidential Information was disclosed by Lazada, 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 Kobron's or Lazada's request, or upon the expiration or termination of this Agreement), in the event of which the return of the Notes and Copies must be performed within twenty-four (24) hours.
- 13.4 Alternatively, the Seller, with the written consent of Kobron 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 an officer of the Seller supervising the destruction.
- 13.5 The Seller understands that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by Kobron or Lazada or their Affiliates.
- 13.6 The rights and obligations of the Seller under this Article 13 shall survive termination of this Agreement.

14. **Force Majeure**
- 14.1 Neither Kobron nor Lazada shall be liable to the Seller or be deemed to be in breach of this Agreement by reason of any delay in performing or any failure to perform any of their respective obligations if the delay or failure was due to any event or cause beyond (in the case of Kobron) Kobron's or, in the case of Lazada, 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:
- 14.1.1. Act of God, explosion, flood, tempest, fire or accident;
 - 14.1.2. War or threat of war, sabotage, insurrection, civil disturbance or requisition, act of terrorism or civil unrest;
 - 14.1.3. Acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority;
 - 14.1.4. Import or export restrictions or embargoes not in existence at the time of this Agreement;
 - 14.1.5. Delays due to any act, omission or schedule of the relevant airport, port or customs authority, or the relevant airline or sea freighter;
 - 14.1.6. Interruption of traffic, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Kobron or of a third party);
 - 14.1.7. Health epidemics declared by the World Health Organization;
 - 14.1.8. Interruption of production or operation, difficulties in obtaining raw materials labour, fuel parts or machinery; and
 - 14.1.9. Power failure or breakdown in machinery.
- 14.2 Upon the occurrence of any of the events set out in Article 14.1, Kobron or Lazada (as applicable) 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 14.1 shall continue for a period exceeding one month, Kobron may forthwith terminate this Agreement upon giving notice in writing to the Seller.
15. **Organization and independence of the Seller**
- 15.1 Kobron is not a party to the transactions between Customers and the Seller, and the Seller hereby releases Kobron (and its Affiliates, agents and employees) from any losses, claims, damages (actual and consequential), awards, penalties, or injuries 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 Kobron are independent contractors, and unless expressly provided in this Agreement, nothing herein shall create any partnership, joint venture, agency, franchise or sales representative relationship between the Seller and Kobron, the Seller and Lazada, or Kobron and Lazada. The Logistics Parties and Lazada mutually acknowledge and agree that this Agreement shall not cause the establishment of any direct relationship of employment between Kobron 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 Kobron.
16. **Anti-Bribery and Corruption**
- 16.1 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 this Agreement, and will not undertake any actions that may violate such anti-bribery and corruption laws.
- 16.2 If the Seller fails to comply with any of the provisions of this Agreement (irrespective of the size, nature or materiality of such violation), such failure shall be deemed to be a material breach of this Agreement and, upon such failure, Lazada shall have the right to terminate this Agreement with immediate effect upon written notice to Seller, without penalty or liability of any nature whatsoever
- 16.3 The Seller shall comply, and shall ensure that each of its principals, owners, shareholders, officers, directors, employees and agents complies, with the anti-bribery and corruption laws in any business dealings and activities undertaken in connection with this Agreement.

17. **Indemnities**
- 17.1 The Seller agrees to indemnify, defend and hold harmless Kobron, Lazada, their Affiliates and their related officers, directors, employees, agents and sub-contractors from and against all liability, loss, claims (including claims from third parties, sub-contractors or agents), damages, awards, penalties (including penalties imposed by government or regulatory authorities) or expenses (including attorney's fees) arising out of or related to:
- 17.1.1. Any breach of the Seller's obligations, representations or warranties under this Agreement;
 - 17.1.2. Any claim or action by a third party in connection with any defect in title of any Good;
 - 17.1.3. The Seller or its agents providing information (whether to Kobron, Lazada, their Affiliates, or their sub-contractors, agents or service providers, or government or regulatory authorities) in relation to the Goods or otherwise pursuant to this Agreement or in contemplation of the Logistics Services, that is incorrect, misleading, or erroneous;
 - 17.1.4. The Seller omitting to provide information required by government or regulatory authorities;
 - 17.1.5. The Seller failing to provide information or documentation reasonably requested by Kobron, Kobron's sub-contractors, and government or regulatory authorities;
 - 17.1.6. The Seller or its agents providing information in a manner which does not enable Kobron or its sub-contractors to comply with the requirements of government or regulatory authorities for reporting;
 - 17.1.7. 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 advertising, publishing, promotion, manufacture, sale, distribution or use of any of the Goods;
 - 17.1.8. Any alleged or actual personal injury, death or property damage suffered by any party arising from the supply or sale of the Goods to that party;
 - 17.1.9. Any claim by a third party or Customer made pursuant to, or liability arising under any consumer protection Laws in any relevant Territory, including any non-conformity or defect in, or any public or private recall of, any of the Goods.
- 17.2 Kobron agrees to indemnify, defend and hold harmless Lazada, its Affiliates and related officers, directors, employees and agents from and against all liability, loss, claims (including in claims from third parties, sub-contractors or agents), damages, awards, penalties (including penalties imposed by government or regulatory authorities) or expenses (including reasonable attorney's fees) arising out of or in connection with Kobron's acts or omissions in the performance of this Agreement. For the avoidance of doubt, this provision shall not relieve the Seller of any of the Seller's obligations, responsibilities and liabilities to Kobron and/or Lazada pursuant to this Agreement or at law.

PART II – LOGISTICS SERVICES

18. **Conditions to Provision of Services**
- 18.1 Prior to Kobron's provision of Services, the Seller agrees to submit all corporate information (including details in relation to its registered company name and registration number, and copies of related supporting documents) (collectively, the "**Seller Corporate Information**") requested by Kobron. Without prejudice to the foregoing, the Seller hereby irrevocably authorises and instructs Lazada to make available to Kobron any Seller Corporate Information which the Seller previously submitted to Lazada pursuant to the Marketplace Agreement or otherwise. In the event the Seller Corporate Information made available by Lazada is considered by Kobron to be inadequate or incomplete, or if Kobron requires any other information for the purpose of providing the Logistics Services, the Seller shall, upon Kobron's request from time to time, promptly and in any case within two (2) Business Days (determined with reference to Hong Kong and China only) after such request, provide such further information. The Seller acknowledges that Kobron may not achieve the delivery lead times in the event the requested information is not provided by the Seller to Kobron in a timely manner in accordance with this Article.
- 18.2 The Seller shall ensure that none of the Goods will contravene any import or export Laws of the Territory to which the Goods are to be delivered or any other applicable Laws, or require special clearance. In the event the Seller wishes to use the Logistics Services in relation to Goods that do not comply with this Article, it will advise Kobron in writing prior to the provision of the Logistics Services

- (and for the avoidance of doubt, prior to handing over such Good to Kobron), and the Logistics Parties shall determine whether the same is possible, and if so, under what circumstances. Kobron shall not have any obligation whatsoever to negotiate or agree on terms to provide, or procure the provision of, the Logistics Services in relation to, any such Good. The Seller further agrees that if the sale, shipment, import, export or dealing of the Goods by Kobron would contravene any applicable Laws or would require any special permit, clearance, licence or approval by the relevant authorities, the Seller shall be responsible for obtaining such required permit, clearance, licence or approval at its own expense.
- 18.3 The Seller acknowledges and agrees that Kobron relies on the correctness of all information and warranties provided by the Seller to Kobron, and that a breach by the Seller of this Article 18 shall result in the immediate termination under Article 11.
- 18.4 Kobron may, in its sole discretion, at any time and without notice to the Seller, open and inspect any Package or Good to which the Logistics Services are to be provided. Kobron may, at its sole discretion, reject any Package or Good for the provision of the Logistics Services and shall return such rejected Package or Good in accordance with the relevant Delivery Policy or Returns Policy that may be notified by Kobron from time to time.
19. **Product Descriptions and Import / Export Related Assurances**
- 19.1 The Seller represents, warrants and undertakes that:
- 19.1.1. all information provided by it to enable Kobron to assess whether or not it is able to provide the Logistics Services is true and correct in all aspects (without regard to materiality);
- 19.1.2. all Seller Corporate Information provided by it to Kobron (including Seller Corporate Information provided by it to Lazada or Kobron prior to the date of this Agreement) is true and correct in all aspects (without regard to materiality);
- 19.1.3. it will provide to Kobron promptly any information which Kobron, at its sole discretion, deems necessary for it to provide, or to evaluate whether it can provide the Logistics Services;
- 19.1.4. the information provided by the Seller to Lazada and/or Kobron in relation to the Customs Value, description and tariff classification of all Goods and all other necessary information pertaining to the Goods is and shall be accurate, and, upon Kobron's request, Seller shall make such declaration of the Customs Value, description and tariff classification of all Goods to Kobron in relation to each Package as required;
- 19.1.5. upon Kobron's request, it will provide relevant documentation in support of the information referred to in Articles 19.1.1 to 19.1.4, including without limitation, the customs clearance documentation (if applicable). Such documentation shall be provided in a timely manner, and will (if applicable) conform with such requirements as may be notified by Kobron to the Seller from time to time;
- 19.1.6. The Seller has complied with all applicable Laws of any government authority relating to the nature, condition and packaging of the Goods;
- 19.1.7. unless specifically agreed in writing between the Logistics Parties, the Goods shall not include any Strategic Controlled Goods or Dangerous Goods, nor shall the Goods include any good that would contravene any Laws of the relevant Territory relating to their import and (if applicable) export, including refurbished, reconditioned or remanufactured goods.
- 19.2 Without limiting the generality of the foregoing, the Seller accepts responsibility for and guarantees compliance with all applicable export control Laws, including but not limited to regulations and rules that prohibit unauthorised trade in military and other Strategic Controlled Goods or Dangerous Goods, as well as financial or commercial dealings with named individuals and entities in any relevant Territory, or regulations and rules that impose conditions under which certain technologies, information, and commodities can be imported into or exported from a Territory.
20. **Delivery Services**
- 20.1 Subject to Article 20.2, the Seller shall be responsible, and bear all risk and liability for, sourcing, delivering and handing over the Packages at Kobron's appointed location ("**Goods Handover Point**") to Kobron for the provision of the Logistics Services.

- 20.1.1. The Seller shall be responsible for any non-conformity or defects in, damage to, theft of or claims regarding the sourcing, delivery and handing over of the Packages to the Goods Handover Point.
- 20.1.2. The Goods shall be delivered to and handed over at the Goods Handover Point DDP (Incoterm 2010).
- 20.1.3. If required by law, the Seller shall be responsible for procuring the appropriate insurance policies to cover the risk and liabilities in Article 20.1.
- 20.1.4. If the Packages are not delivered to the Goods Handover Point by the cut-off times stated in the relevant Delivery Policy, Kobron shall be entitled to reject the Packages and return them to the Seller at the expense of the Seller.
- 20.2 Kobron may, at its sole discretion, offer to the Seller to pick up Packages from the Seller's designated pick-up point, at the Seller's cost. In the event Kobron offers to perform the pick-up of a Package from the Seller's designated pick-up point, and the Seller accepts such Logistics Service on such terms and conditions as may apply, the Seller shall be responsible for, and bear all risk and liability for, sourcing and handing over the Goods at the designated pick-up location. Kobron shall use its best endeavours to pick up the Package from the Seller's designated location, in accordance with the lead times, service level standards and policies that may be notified to the Seller from time to time by Kobron.
- 20.3 Upon receiving a Service Order for the Logistics Services, Kobron shall use its best endeavours to deliver the Package(s) to the delivery address and designated recipient in the Delivery Note. For the avoidance of doubt, the designated recipient may not be the Customer. Kobron 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.
- 20.4 Any change of pick-up and/or delivery address or scheduled pick-up time shall be notified in writing by the Seller to Kobron at least two (2) Business Days prior to the scheduled pick-up or handover time. Kobron may change the date and time of the scheduled pick-up of the Package(s) by providing the Seller with prior written notice in the manner and within the lead time stipulated in the Delivery Policy.
- 20.5 In the event the Seller requests that the Logistics Services be performed on a day other than a Business Day, Kobron may, in its discretion, accede to such request provided that Kobron shall be entitled to charge a surcharge for such Services, which may be notified to the Seller from time to time by Kobron.
- 20.6 Kobron shall not be required to perform Services for any frozen, refrigerated or temperature-controlled Goods. In the event the Seller requests that the Logistics Services be performed for any such Goods, the Seller shall provide written notice to Kobron of such request at least fifteen (15) Business Days prior to the intended pick-up date. Kobron may, at its sole discretion, accede to such request provided that Kobron shall be entitled to charge such additional fees and expenses as may be agreed between the Logistics Parties.
- 20.7 The Seller authorises Kobron to complete any documentation and pay any Duties and Taxes (if applicable) on behalf of the Seller required under applicable Law, to the extent such actions are necessary to enable Kobron to provide the Logistics Services. Kobron shall be entitled to charge, and the Seller shall reimburse and indemnify Kobron for, any such costs, Duties and Taxes incurred on the Seller's behalf.
- 20.8 Kobron may route and divert the transportation and movement of Packages in any manner it deems appropriate. Kobron 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.
- 20.9 Kobron shall provide updates of the delivery status of any Package to the Seller in accordance with the lead times, service level standards and policies. The Seller expressly authorises Kobron to provide Lazada with all information as is necessary for the tracking of the delivery status of Packages.
- 21. **Failed Delivery**
- 21.1 The Logistics Parties acknowledge that a delivery failure ("**Failed Delivery**") may occur for various reasons, including:
 - 21.1.1. the recipient's name is incorrectly stated in the Delivery Note;

- 21.1.2. the delivery address is incorrectly stated in the Delivery Note;
 - 21.1.3. there is no recipient available at the designated delivery address to receive the Package;
or
 - 21.1.4. the recipient refuses to receive the Package.
- 21.2 In the event of a Failed Delivery due to the reasons stated in Articles 21.1.1 to 21.1.3, Kobron shall retain the Packages and make a reasonable number of re-delivery attempts (as determined by Kobron) to deliver the Package.
- 21.3 In the event of Failed Delivery even after making such number of re-delivery attempts to deliver the Package, Kobron shall notify the Seller and use reasonable efforts to return the Goods to the Seller in accordance with the Returns Policy. In the event Kobron is unable to return the Goods to the Seller despite such reasonable efforts (for example, if the Seller fails to notify its return delivery address within the period stated in the Returns Policy, or if the Seller is required to pick up the Goods from Kobron's designated location and fails to do so within the stipulated period), Kobron may, at its sole discretion, release, dispose or sell the Package or any of the Goods in the Package (in which case title to such Goods shall pass to Kobron immediately prior to such release, disposal or sale), without incurring any liability or payment obligation whatsoever to the Seller.
- 21.4 Where the Failed Delivery is caused by the reason stated in Article 21.1.4, Kobron shall notify the Seller and use reasonable efforts to return the Goods to the Seller in accordance with the Returns Policy. In the event Kobron is unable to return the Goods to the Seller despite such reasonable efforts (for example, if the Seller fails to notify its return delivery address within the period stated in the Returns Policy, or if the Seller is required to pick up the Goods from Kobron's designated location and fails to do so within the stipulated period), Kobron may, at its sole discretion, release, dispose or sell the Package or any of the Goods in the Package (in which case title to such Goods shall pass to Kobron immediately prior to such release, disposal or sale), without incurring any liability or payment obligation whatsoever to the Seller.
- 21.5 Kobron shall not be obliged to ship the Goods that are subject to a Failed Delivery to the Seller if:
- 21.5.1. the shipment, import or export of the Failed Delivery Good is not permitted under the applicable Law;
 - 21.5.2. the Failed Delivery Good falls outside of Lazada's Return Policy; or
 - 21.5.3. Kobron, at its sole discretion, determines that the shipment and delivery of the Failed Delivery Good from the relevant Territory to the Seller is not reasonably practicable in the circumstances, including without limitation if Kobron, acting reasonably, considers the value of the Failed Delivery Good to be disproportionately low relative to the cost of return shipping and customs clearance.
- In such event, Kobron may, at its sole discretion, release or dispose of the Package or any of the Goods in the Package (in which case title to such Goods shall pass to Kobron immediately prior to such release or disposal), without incurring any liability or payment obligation whatsoever to the Seller.
- 21.6 Without prejudice to Article 21.3 and 21.4, the Seller authorises Kobron to allow a Good that is the subject of a Failed Delivery to be offered for fulfilment of a subsequent Order in the same Territory, in accordance with the Returns Policy. For the avoidance of doubt, Kobron shall be entitled to charge the applicable Service Fees for a Failed Delivery and for any subsequent delivery of the same Good.
- 21.7 Notwithstanding any other provision in this Agreement, Kobron shall not be obliged to return any Good that is the subject of a Failed Delivery to the Seller if such shipment requires the Good to be shipped or exported out of Vietnam.
22. **Returns**
- 22.1 Upon the receipt of a request for the collection of a returned Good from Customer, Kobron shall pick up the returned Good at the address stated in the Service Order. Kobron shall not be obliged to verify the identity of the person from whom the returned Good is collected (whether it is the Customer or otherwise).
- 22.2 Articles 20.5, 20.6, 20.7, 20.8 and 20.9 shall apply to the collection and delivery of returned Goods under this Article 22 *mutatis mutandis* as if fully set forth herein.
- 22.3 Kobron 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.

- Notwithstanding the foregoing, Kobron shall not be obliged to accept any returned Goods which do not comply with the Returns Policy.
- 22.4 Without prejudice to Article 22.3, Kobron may, at its discretion, inspect or procure the inspection of the returned Good. If it is determined by Kobron during such quality inspection that the returned Good is faulty or damaged, the Good shall not be offered to other Customers. The Seller authorises Kobron to allow a returned Good that is not determined during such quality inspection to be faulty or damaged to be offered for fulfilment of a subsequent Order in the same Territory, in accordance with the Returns Policy. For the avoidance of doubt, Kobron shall be entitled to charge the applicable Service Fees for such subsequent delivery, notwithstanding that such subsequent delivery relates to a returned Good.
- 22.5 Kobron shall notify the Seller of any returned Package or Good by Customer, and shall use reasonable efforts to return the Goods to the Seller in accordance with the Returns Policy. In the event Kobron is unable to return the Goods to the Seller despite such reasonable efforts (for example, if the Seller fails to notify its return delivery address within the period stated in the Returns Policy, or if the Seller is required to pick up the Goods from Kobron's designated location and fails to do so within the stipulated period), Kobron may, at its sole discretion, release, dispose of or sell the Package or any of the Goods in the Package (in which case title to such Goods shall pass to Kobron immediately prior to such release, disposal or sale), without incurring any liability or payment obligation whatsoever to the Seller.
- 22.6 Kobron shall not be obliged to return the Goods to the Seller if:
- 22.6.1. the shipment, import or export of the returned Good is not permitted under the applicable Law;
- 22.6.2. the returned Good falls outside of Lazada's Return Policy; or
- 22.6.3. Kobron, at its sole discretion, determines that the shipment and delivery of the returned Good from the relevant Territory to the Seller is not reasonably practicable in the circumstances, including without limitation if Kobron, acting reasonably, considers the value of the returned Good to be disproportionately low relative to the cost of return shipping and customs clearance.
- In such event, Kobron may, at its sole discretion, release or dispose of the Package or any of the Goods in the Package (in which case title to such Goods shall pass to Kobron immediately prior to such release or disposal), without incurring any liability whatsoever to the Seller or any other party.
- 22.7 In the event any Order is cancelled before the Package is delivered to the designated recipient in the Delivery Note, Articles 22.4 to 22.6 shall apply to the return of any Goods pursuant to such cancelled Order *mutatis mutandis* as if fully set forth herein.
- 22.8 In the event the returned Package or Good is not returned to the Seller within the lead time specified in the Returns Policy – except if such delay or failure arises as a result of the Seller not complying with the Returns Policy (in which case none of Kobron, Lazada or their Affiliates shall be liable for such delay or failure) – the Package or Good shall be deemed to be lost.
- 22.9 Notwithstanding the foregoing, any costs incurred in connection of the delivery of the returned Good from the Territory to the Seller, including without limitation the processing fees, shipping fees and any applicable Duties and Taxes, shall be borne by the Seller.
- 22.10 Notwithstanding any other provision in this Agreement, Kobron shall not be obliged to ship any returned Good to the Seller if such shipment requires the Good to be shipped or exported out of Vietnam.
23. **Packaging of Items**
- 23.1 The Seller shall wrap or pack Packages for which Kobron is engaged to provide the Logistics Services in accordance with the packaging guidelines, labelling standards and maximum dimensions and weight (collectively, the "**Packaging Guidelines**") notified to the Seller from time to time by Kobron.
- 23.2 In the case of any improperly, faulty packaged or labelled Goods, Kobron may, at its sole discretion:
- 23.2.1. refuse to accept the Goods for provision of the Logistics Services and return the Goods to the Seller at the expense of the Seller;
- 23.2.2. re-package or re-label the Goods at the expense of the Seller; or
- 23.2.3. at the expense of the Seller, dispose of any Goods:

- (a) immediately, if Kobron determines in its sole discretion that the Goods create a safety, health or liability risk to Kobron, its Affiliates, its sub-contractor or any third party;
 - (b) if the Goods do not correspond (in quantity, quality or required specifications) to the Order; or
 - (c) if the Seller fails to direct Kobron to return or dispose of any unsuitable Goods within thirty (30) calendar days of the date on which Kobron notifies the Seller of a refusal of service pursuant to this Article.
- 23.3 The Seller shall ensure that the Delivery Note states in a clear, complete and accurate manner the name, delivery address and contact number of the designated recipient of the Package, Order number, quantity and description of Goods, and such other details as may be required and notified to the Seller by Kobron from time to time (collectively, the "**Delivery Note Guidelines**").
- 23.4 If special handling is required for any Package (for example, fragile items), the Seller shall provide written notice to Kobron at least two (2) Business Days (or within such lead time as stipulated in the Delivery Policy) prior to the intended pick-up date. The Seller procures that all Goods of a fragile nature shall be packed in containers of sufficient strength and wrapped or surrounded by adequate and appropriate material to protect the Goods against such knocks and pressure which are ordinarily expected to occur in the course of providing the Logistics Services. Packages containing fragile Goods shall be conspicuously marked "FRAGILE", or equivalent words, on the Package.
- 24. **International Shipping and IOR Services**
- 24.1 Kobron may, subject to the applicable Law and the terms and conditions of this Agreement, procure that the Packages are shipped from the Goods Handover Point to designated locations in the Territory in which the Goods would be delivered, for subsequent delivery to the designated recipient. For the avoidance of doubt, no international shipping service shall be provided to destinations other than the Territories.
- 24.2 Kobron, or its sub-contractor or agent, may, at its sole discretion and without notice to the Seller, at any time open and inspect any shipment of Goods or batch of Goods delivered to or handed over to Kobron at the Goods Handover Point.
- 24.3 Kobron shall, subject to the applicable Law and the terms and conditions of this Agreement, act as, or procure that its sub-contractor acts as (i) the IOR in the Territory to which the Goods would be delivered, in order to facilitate the shipping and importation of the Goods into the Territory, (ii) the IOR in China or Hong Kong (as applicable), in order to facilitate the shipping and importation of returned Goods into China or Hong Kong, (iii) the EOR in China or Hong Kong (as applicable), in order to facilitate the shipping and exportation of Goods out of China or Hong Kong; and/or (iv) the EOR in the relevant Territory, in order to facilitate the shipping and exportation of returned Goods from the relevant Territory.
- 24.4 Kobron may, or may procure that its sub-contractors, perform or procure the performance of the following activities on the Seller's behalf in order to provide the international shipping, EOR and IOR services to the Seller pursuant to this Agreement:
 - 24.4.1. complete any documents and amend the product or service codes of any Good;
 - 24.4.2. pay the Duties and Taxes required under applicable Laws;
 - 24.4.3. act as the Seller's customs broker to perform the customs clearance and entry; and/or
 - 24.4.4. act for or on behalf of the Seller as a third party EOR or IOR service provider.
- 24.5 The Seller shall be responsible for the payment of all Duties and Taxes related to the international shipping and customs clearance of the Goods, and the Seller shall accordingly reimburse Kobron on a full indemnity basis for any Duties and Taxes which Kobron pays on behalf (or procures payment on behalf) of the Seller in the course providing the Logistics Services.
- 25. **COD Services**
- 25.1 Lazada and the Seller hereby authorise Kobron to perform COD Services on behalf of Lazada (as payment processing agent) or the Seller (as the case may be), to such COD Services to the Seller in the relevant Territory. Kobron shall remit the collected COD payments to Lazada or the Seller (as the case may be) in accordance with the payment reconciliation process agreed between the Parties from time to time.

- 25.2 The collection of COD payments shall not affect the payments otherwise due to the Seller for any Goods sold on the Platform pursuant to the terms of the Marketplace Agreement.
- 25.3 In performing the COD Services, Kobron is acting wholly as a payment collection contractor of Lazada (as payment processing agent) or the Seller (as the case may be), and shall take no responsibility as to the legality of any payment transaction between the Seller and Customer.
26. **Restriction of Services**
- 26.1 Kobron shall not be obliged to collect any Package from, or deliver any Package to, addresses which are P.O. boxes, addresses outside of the Territories, do not have proper or correct postal codes, or which fall within the list of non-delivery locations which Kobron may notify to the Seller from time to time.
- 26.2 The Seller acknowledges and agrees that Services shall be used only in relation to Packages containing Goods purchased by Customers on the Platform, and that Packages shall only be delivered to or, in the case of returns, collected from the delivery addresses provided by Customers at the time of purchase on the Platform.
27. **Prohibited Items**
- 27.1 The Seller shall not use the Logistics Services for the following items:
- 27.1.1. Gunpowder, firearms, gasoline, toxic chemicals, swords, agricultural chemicals and other dangerous articles;
- 27.1.2. Narcotics, marijuana, morphine, drugs or substances which may be prohibited under the Laws of the relevant Territory from time to time (from the effective date of such prohibition);
- 27.1.3. Securities, cash and gift certificates;
- 27.1.4. Art works, contracts, films, manuscripts, passports and other products which cannot be restored if lost;
- 27.1.5. Smuggled products, military supplies, unlawful forest products, illegal publications and other products which are illegal or against public order in the relevant Territory;
- 27.1.6. Plants, flowers, bones, and other plants and animals;
- 27.1.7. Alcohol and alcoholic beverages;
- 27.1.8. Any printed material or recording the contents of which may reasonably be construed as compromising the national security, order or stability of the relevant Territory;
- 27.1.9. Any items which, under the Marketplace Agreement, are prohibited for sale on the Platform;
- 27.1.10. Any items which persons are prohibited from owning or transporting under the Laws of the relevant Territory;
- 27.1.11. Any Strategic Controlled Goods; and/or
- 27.1.12. Any other prohibited items which Kobron may notify to the Seller from time to time.
- 27.2 Without prejudice to the prohibitions in Article 27.1, any prohibited items declared by the relevant regulatory or government authorities, or in accordance with any applicable Law at the time in force, shall be deemed as incorporated in the list of prohibited items in Article 27.1 (collectively, "**Prohibited Items**").
- 27.3 The list of Prohibited Items in this Article 27 is not exhaustive and may be amended from time to time. Any amendments to the list of Prohibited Items shall be notified by Kobron to the Seller from time to time.
- 27.4 The Seller shall be solely responsible to ensure its compliance with the prohibitions in this Article 27 in force at the time of its making a Service Order. The Seller agrees to indemnify, hold harmless and defend Kobron, Lazada and their Affiliates, officers, directors, employees, agents and sub-contractors against any claim, loss, liability, damages or penalty (including any penalty imposed by the relevant regulatory or government authorities) arising in connection with any Service Order made by the Seller in violation of this Article 27.
- 27.5 Kobron 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 this Article 27 and this Agreement. Kobron may, at its sole discretion, refuse to perform any Logistics Services under this 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 a Prohibited Item.

28. **Service Fees**
- 28.1 The Seller shall pay Kobron a fee (hereinafter "**Service Fee**") for each of the Logistics Services provided by Kobron to the Seller according to the rates notified to the Seller from time to time.
- 28.2 Unless otherwise stated in the rate card, the Service Fees are inclusive of Duties and Taxes imposed pursuant to or in the course of the provision of the Logistics Services including but not limited to where such Duties and Taxes are incurred in the course of providing the Logistics Services. In the event Kobron incurs any additional Duties and Taxes in the course of providing the Logistics Services, such Duties and Taxes shall be for the Seller's account, and the Seller shall accordingly reimburse and indemnify Kobron in full for any Duties and Taxes which it pays on behalf of the Seller in the course of providing the Logistics Services.
- 28.3 For the avoidance of doubt, the Service Fees payable for the Logistics Services (including the international shipping, delivery, IOR and EOR fees) shall be billed by Kobron at the time that:
- 28.3.1. a Package has been delivered to the designated recipient; or
- 28.3.2. the delivery of a Package is deemed to have failed pursuant to the provisions of this Agreement.

PART III – MISCELLANEOUS

29. **Miscellaneous**
- 29.1 The Seller shall strictly comply with all applicable Laws, and specifically with any personal data protection, import and export, and health, safety and environmental, Laws of any jurisdiction (whether international, country, region, state, province, city, or local) where this Agreement may be performed. Upon Kobron's written request, the Seller shall provide any written certification of compliance required by any federal, state, or local Law.
- 29.2 For avoidance of doubt, the Logistics Parties and Lazada shall only use and/or disclose personal data received from the other parties solely for the purpose of performing its obligations under this Agreement and in accordance with the requirements under the applicable personal data protection Law and in a manner that ensures Lazada and Kobron remain in compliance with the requirements under the applicable personal data protection Laws.
- 29.3 At all times during the term of this Agreement, the Seller must comply with all of the policies and guidelines prescribed by Kobron. Kobron may at any time change any of the policies and guidelines, or introduce new policies and guidelines, by giving notice to the Seller via the Seller Centre or Lazada University, or in accordance with this Agreement. The Seller acknowledges and agrees that such changed or introduced policies and guidelines will bind the Seller upon receipt of Kobron's notice, and the Seller will implement such changes or introductions required to ensure that it complies with the policies and guidelines. Such policies and guidelines are incorporated by reference into this Agreement.
- 29.4 The actual or future invalidity or ineffectiveness of one or more provisions in this Agreement shall not affect the validity or effectiveness of the whole Agreement.
- 29.5 The failure of a party to this Agreement to exercise its rights in case of breach of contract by the other parties shall not be considered as a waiver of its rights under this Agreement or under the applicable Law.
- 29.6 The singular of terms used in this Agreement includes the plural and vice versa, unless the context otherwise requires.
- 29.7 The term "including" shall mean "including, without limitation", unless the context otherwise requires.
- 29.8 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.
- 29.9 The Seller cannot assign, transfer or sub-contract all or part of its rights and/or obligations deriving from this Agreement, without the prior written consent of Kobron. Kobron may assign, transfer or sub-contract all or part of its rights and/or obligations deriving from this Agreement and shall have the right to use any service providers, sub-contractors and/or agents on such terms as Kobron deems appropriate.
- 29.10 Kobron and Lazada may jointly, at their sole discretion, change any of the terms and conditions contained in this Agreement, or any fees, procedures and policies governing the subject matter of

- this Agreement (which are incorporated by reference in this Agreement), including any schedules and rate cards, 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 Logistics Services under this Agreement. 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
- 29.11 The Seller will provide to Kobron telephone and email contact information for a designated contact or contacts available during business hours whom Kobron can contact regarding any of the responsibilities arising from this Agreement.
- 29.12 This Agreement shall constitute the entire agreement between the Logistics Parties and Lazada relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements of the Logistics Parties and Lazada with respect to the subject matter hereof. For the avoidance of doubt, this Agreement does not supersede or replace the Marketplace Agreement, other than as contemplated by Article 4.2.
- 29.13 Any party who is not a party to this Agreement shall have no right to enforce any term of this Agreement.
- 29.14 Articles 7, 8, 11, 12, 13, 17, 28, 29.1 and 30 shall survive the expiration or termination for any reason whatsoever of this Agreement.
30. **Governing Law and Jurisdiction**
- 30.1 This Agreement is governed by the Laws of Hong Kong.
- 30.2 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.

Philippines Line Haul Schedule

The terms in this Philippines Line Haul Schedule (“**PH Line Haul Schedule**”) shall apply to the fulfilment services provided by Kobron to the Seller, in respect of all Orders to be delivered in the Philippines.

1. **Scope and Effect**

- 1.1. This PH Line Haul Schedule supplements and forms an integral part of the Cross Border Logistics Services Agreement (“**Agreement**”) between **KOBRON HONG KONG DEVELOPMENT LIMITED (“Kobron”), ECART SERVICES MALAYSIA SDN BHD, LAZADA SINGAPORE PTE LTD, LAZADA LTD, PT ECART WEBPORTAL INDONESIA** and **RECESS COMPANY LIMITED** and a marketplace seller (hereinafter the “**Seller**”). Each of Kobron and the Seller shall each be referred to as a “**Logistics Party**”, and collectively as the “**Logistics Parties**”.
- 1.2. The Logistics Parties hereby agree the terms of this PH Line Haul Schedule shall apply in relation to the international shipping (including customs clearance) and fulfilment of all Orders to the Customers in the Philippines only (“**PH Line Haul Services**”), which Kobron offers to provide to the Seller.
- 1.3. The Logistics Parties acknowledge that the domestic segment of the fulfilment of the Orders (and where applicable, collection of returned Goods) in the Philippines shall be arranged by **Lazada E-Services Philippines, Inc. (“LPH”)**, from the point the Package is handed over to LPH in the Philippines.
- 1.4. Except as otherwise provided, the Parties hereby agree that this PH Line Haul Schedule shall supplement the Agreement and form an integral part of the Agreement. **Unless stated otherwise, the terms of the Agreement shall apply to the PH Line Haul Services, save that the Logistics Parties agree that the application of the terms of the Agreement shall vary to the extent that the PH Line Haul Services exclude all domestic shipping or delivery of the Goods to designated recipients in the Philippines. This PH Line Haul Schedule shall prevail over any other terms or conditions in the Agreement in the event of any conflict or inconsistency relating to the PH Line Haul Services.**
- 1.5. Kobron may, at its sole discretion, change any of the terms and conditions contained in this PH Line Haul Schedule, or any fees, procedures and policies governing the subject matter of this PH Line Haul Schedule (which are incorporated by reference in this schedule), from time to time. 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. **PH Line Haul Services**

- 2.1. The Logistics Parties agree that the scope of the “Delivery Services” pursuant to Article 20 of the Agreement shall exclude the domestic shipping or delivery of the Goods to designated recipients in the Philippines.
- 2.2. For the avoidance of doubt, in respect of the PH Line Haul Services:
 - 2.2.1. Notwithstanding the terms of Article 20.3 of the Agreement, Kobron shall deliver the Package(s) to such location(s) in the Philippines for handing over to LPH (as designated by Kobron from time to time). Kobron shall not be responsible to deliver the Package(s) to the delivery address and designated recipient in the Philippines.
 - 2.2.2. Kobron shall not be obliged to perform the obligations stated in Article 21.2.
 - 2.2.3. Kobron shall not be obliged to perform the obligations stated in Article 22.1.

Lazada Global Fulfilment

The terms in this Lazada Global Fulfilment Schedule ("**LGF Schedule**") shall apply to the Lazada Global Fulfilment services provided by Kobron to the Seller.

1. Scope and Effect

- 1.1. This LGF Schedule supplements and forms an integral part of the Cross Border Logistics Services Agreement ("**Agreement**") between **KOBRON HONG KONG DEVELOPMENT LIMITED ("Kobron")**, **ECART SERVICES MALAYSIA SDN BHD**, **LAZADA SINGAPORE PTE LTD**, **LAZADA LTD**, **PT ECART WEBPORTAL INDONESIA** and **RECESS COMPANY LIMITED** and a marketplace seller (hereinafter the "**Seller**"). Each of Kobron and the Seller shall each be referred to as a "**Logistics Party**", and collectively as the "**Logistics Parties**".
- 1.2. Kobron may, at its sole discretion, change any of the terms and conditions contained in this LGF Schedule, or any fees, procedures and policies governing the subject matter of this LGF Schedule (which are incorporated by reference in this schedule), from time to time. 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. Lazada Global Fulfilment

- 2.1. Seller may opt for Lazada Global Fulfilment services by applying on Seller Centre or any other tool designated by Kobron ("**FBL Request**"). Kobron has full discretion to accept or decline the Seller's FBL Request.
- 2.2. Seller will only ship the categories and quantities of Goods as permitted or accepted in writing by Kobron ("**FBL Goods**") to Kobron's designated locations. Shipping dimensions, delivery procedures and operating hours are stated in the policies. Kobron will arrange for the shipping, inbounding and short-term storage of such FBL Goods at its Global Fulfilment Centres for the purposes of fulfilment of Orders.
- 2.3. Kobron is not required to physically mark or segregate the Seller's FBL Goods from the inventory of other sellers. Kobron may also move FBL Goods among its Global Fulfilment Centres (whether operated by Kobron or its sub-contractors).
- 2.4. Kobron may refuse to accept the delivery any FBL Goods if it considers the FBL Goods to be unsuitable or non-compliant with the requirements of its policies. Seller shall, at its own cost, collect the FBL Goods from the designated locations within seven (7) days of the date of Kobron's notification of rejection of the Goods, failing which Kobron may dispose of the FBL Goods at its sole discretion without any liability to Seller. Where any FBL Goods are rejected for creating an imminent safety, health or liability risk to Kobron or its sub-contractors, Kobron may dispose of the FBL Goods immediately without any liability to Seller. Full ownership of the FBL Goods will be passed to Kobron prior to such release, disposal or sale by Kobron.
- 2.5. Kobron's confirmed receipt of FBL Goods at its fulfilment locations does not:
 - 2.5.1. indicate or imply that any FBL Goods have been delivered free of loss or damage;
 - 2.5.2. indicate or imply that the quantities of FBL Goods tally with the quantities specified in the FBL Request; or
 - 2.5.3. waive, limit or reduce any of Kobron's rights under this Agreement.
- 2.6. Where an Order is placed for FBL Goods stored at the Global Fulfilment Centres, Kobron will handle the fulfilment, packing and delivery of the Order to Customers. The terms in the Agreement relating to the delivery of Orders and COD Services will apply to the delivery of Orders to Customers.
- 2.7. Seller may request, at any time, the return of FBL Goods that are not the object of an Order. Kobron may refuse, reject, revoke or terminate the Lazada Global Fulfilment services (in part or in whole), for any reason, and shall issue a return notification to the Seller upon such termination. Seller will be responsible for the collection of the FBL Goods from the designated location within seven (7) days

from such return notification, failing which Kobron may dispose of the FBL Goods at its sole discretion without any liability to Seller. Full ownership of the FBL Goods will be passed to Kobron prior to such release, disposal or sale by Kobron.

- 2.8. The Lazada Global Fulfilment services are subject to scheduling restrictions and volume limitations, and Seller will comply with such restrictions or limitations.
- 2.9. Seller shall have no remedies against Kobron or any of its Affiliates or sub-contractors as a warehouseman or bailee.
- 2.10. Kobron shall only be liable for loss, damage or any unaccounted stock discrepancy in the FBL Goods beyond a shrinkage allowance of 1.5% of the total FBL Goods accepted from the Seller in respect of the year such loss, damage or unaccounted stock discrepancy occurs.

3. **Inventory tools**

- 3.1. Kobron will use commercially reasonable efforts to provide updates of the FBL Goods inventory at its Global Fulfilment Centres. For this purpose, Kobron may provide the Seller with tools to view and manage the Seller's inventory.
- 3.2. Any tools provided by Kobron to the Seller are provided on an "as is" basis. Seller acknowledges that any information and any materials provided through these tools or the Seller Centre may contain inaccuracies or errors, and Kobron and its Affiliates expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by law. Any link found on the Seller Centre or such tools is provided for Seller's convenience to provide further information. Unless otherwise stated, it does not signify that Kobron endorses the contents thereof and Kobron has no responsibility for the content of external links.
- 3.3. Seller acknowledges that the availability of the tools is subject to:
 - 3.3.1. availability of resources, including, without limitation, resources under the control of Kobron and availability of a suitable network infrastructure at the time at which the tools are requested or delivered;
 - 3.3.2. if applicable, geographic and technical capability of communication networks and other delivery systems at the time at which the tools are requested or delivered;
 - 3.3.3. provisioning time that may be required by Kobron to provide the tools; and
 - 3.3.4. Seller meeting the technical requirements for accessing the tools from time to time.

4. **Service Fees**

- 4.1. The Service Fees for using the Lazada Global Fulfilment services will be notified by Kobron from time to time, and charged in accordance with the terms of the Agreement.
- 4.2. If you continue to use the services seven (7) days after Kobron's notification of any change of the Service Fees, you are deemed to have agreed to the new Service Fees.