

**This Splitmulti Seller Contract consists of two parts: (1) the Seller Terms and Conditions; and (2) the General Terms and Conditions of Use of the Marketplace for Buyers and Sellers**

## **(1) Seller Terms and Conditions**

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### **1. Introduction**

- 1.1. **Splitmulti Marketplace Limited** (“**Splitmulti**” or “**We**” or “**Our**” or “**Us**”) operates an e-commerce platform consisting of a website and mobile application (“**Marketplace**”), together with supporting logistics and payment infrastructure, for the sale and purchase of consumer products in Nigeria (“**Territory**”).
- 1.2. These seller terms and conditions shall apply to all sellers on the Marketplace, together with our general terms and conditions of the use of the Marketplace for buyers and sellers.
- 1.3. If you register with our Marketplace as a seller:
  - 1.3.1. you accept these seller terms and conditions, the general terms and conditions of use of the Marketplace for buyers and sellers, and other Splitmulti



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codes, policies, and guidelines, as may be amended by Splitmulti from time to time and which form an integral part of the terms upon which you may use the Marketplace;

- 1.3.2. we will ask you to expressly agree to these seller terms and conditions; the general terms and conditions of use of the Marketplace for buyers and sellers; and the Splitmulti Codes policies and guidelines, by clicking to confirm that you agree (and such electronic signature shall be considered as an original signature for all purposes); and/or by physical signature, if required by the laws of the Territory.
- 1.4. You may not register with our Marketplace as a seller if you are an employee of Splitmulti or a family member of an employee of Splitmulti unless Splitmulti has approved the registration pursuant to its conflict-of-interest procedures.

## 2. **Seller stores**

- 2.1. If you register with our Marketplace as a seller you will be able to create a store on the Marketplace as an individual or a corporate entity.
- 2.2. Seller stores that are submitted may be reviewed for approval, at Splitmulti's discretion, before they become operational.
- 2.3. You shall be solely responsible for your store, listings, and products and you hereby agree that:
  - 2.3.1. you shall obtain any licenses required for the sale of your products on the Marketplace; and
  - 2.3.2. to the extent required by applicable law, you shall register with relevant tax authorities and pay all relevant taxes in relation to your product sales.
- 2.4. You understand and agree that you may only open more than one seller account for a legitimate business reason and this shall be determined at Splitmulti's discretion. You shall notify Splitmulti if you (or a person or entity related to you) open a seller account.
- 2.5. You shall conduct your business on the Marketplace:
  - 2.5.1. with skill and care, and by cooperating with and acting in good faith towards Splitmulti and the buyers;
  - 2.5.2. in compliance with the Splitmulti Partner Code of Conduct, and other Splitmulti codes, policies, and guidelines as published on the Marketplace from time to time;
  - 2.5.3. in accordance with ethical business practices and industry best practices; and



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- 2.5.4. in compliance with all applicable laws in force from time to time, including, without limitation (i) all laws, statutes, regulations, and other enactments of the territory (ii) the U.S. Foreign Corrupt Practices Act; (iii) the U.K. Bribery Act; (iv) all other anti-bribery and corruption, anti-money laundering and anti-terrorism laws; and (v) any trade or export sanctions or restrictions imposed by the United States, the United Kingdom, the European Union and/or the United Nations.
- 2.6. Without prejudice to our other rights, we reserve the right to reject, unpublish and/or delete any seller store that breaches these seller terms and conditions, the general terms and conditions, or any Splitmulti codes, policies, and guidelines.
3. **Product Listings**
  - 3.1. You shall be responsible for listing your products on the Marketplace by uploading to the Seller Center a completed product page which shall include prices, detailed information, specifications, and images in respect of each product.
  - 3.2. You may not publish more than one listing in respect of each product.
  - 3.3. You agree to be solely responsible for all listings submitted to our Marketplace and you agree that all listings must:
    - 3.3.1. constitute bona fide listings relating to products that comply with the categories and rules set out in section 4;
    - 3.3.2. comply with the rules on content in the general terms and conditions and further particularized in the Content and Image Guidelines; and
    - 3.3.3. include all such information, specifications, and guidelines as may be required pursuant to all applicable laws and regulations, including in respect of consumer protection.
  - 3.4. Listings that are submitted may be individually reviewed and approved, at Splitmulti's discretion, before they are published on the Marketplace, and you acknowledge and agree there may be a lead time between submission of the product page to the Seller Center and the publishing of the Product page on the Marketplace due to time required for Splitmulti quality control operations.
  - 3.5. Without prejudice to our other rights, we reserve the right to reject, unpublish and/or delete any listings that breach these seller terms and conditions, the general terms and conditions, or any Splitmulti codes, policies, or guidelines.
  - 3.6. You acknowledge and agree that:
    - 3.6.1. notwithstanding that we may approve any listings, you shall be fully responsible for the same; and



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

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

3.8. You must provide the Split duration for each product listing including bundle products and you may renew the duration upon expiry at your discretion.

#### 4. **The Products**

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

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

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

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

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

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

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

#### 5. **Pricing**

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

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



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

## 6. **Fulfilment, Packaging, and Delivery**

6.1. You are solely responsible for fulfilling orders and ensuring timely delivery to customers. This includes processing orders promptly, packaging products securely, and shipping them within the agreed-upon timeframe.

6.2. Upon receipt of a confirmation of a sale from Splitmulti, you shall:

6.2.1. process the order by packing and labeling the product(s); and

6.2.2. deliver the products within the timelines agreed with the Buyer.

6.3. You must use reputable shipping carriers and methods approved by the platform. Shipping costs and delivery times should be clearly communicated to Buyers during the checkout process.

6.4. You are responsible for generating and providing accurate shipping labels, invoices, and any other required documentation for each shipment. Tracking information must be provided to Buyers for order-tracking purposes.

6.5. You warrant that all products shipped meet quality standards and conform to the descriptions and specifications provided on the platform. Any discrepancies or quality issues must be resolved promptly.

6.6. You shall be responsible for handling the returns of products by customers in accordance with our Returns/Refund Policy.

## 7. **Commission and Fees**

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

7.2. In the case of promotion funded by Splitmulti, commission may be calculated based on the selling price, being the price set by the seller at the time of the order.

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

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

## 8. **Value Added Tax (VAT) and other taxes**



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- 8.1. All amounts stated on the Marketplace are stated inclusive of VAT and any other taxes applicable to the transaction. The seller acknowledges that:
  - 8.1.1. commissions shall be calculated as a percentage of the selling price (being the price set by the vendor at the time of the order) inclusive of VAT and any other taxes charged to the buyer;
  - 8.1.2. commissions are inclusive of VAT and all other taxes thereon; and
  - 8.1.3. in the event of any upwards revision in the rate of VAT or any other applicable taxes, the amount of the commission shall be automatically adjusted to ensure that Splitmulti's net revenues remain constant. The seller may, at its discretion, revise prices accordingly as provided in section 5.2.
- 8.2. The seller shall be exclusively liable in respect of all taxes applicable to the transactions entered into on the Marketplace with buyers, including VAT, and shall therefore be responsible for the reporting, filing, and payment of the same.



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- 8.3. In the event any transaction consists of the importation of products for delivery to the buyer and such transaction may result in recognition of a permanent establishment for the seller, the seller shall be responsible for complying with its tax obligations in the territory where it has created a current or future tax nexus. The seller understands and acknowledges that consignment fulfillment may create tax nexus e.g., permanent establishment
- 8.4. Should a competent tax authority determine that Splitmulti is liable for payment of any taxes (including stamp, excise, or customs duties) in respect of the transactions, notably pursuant to sections 9.2 and 9.3 above, you hereby indemnify and hold harmless Splitmulti in respect of the same. We may make tax-related deductions to payments processed by us on your behalf and remit such deducted amounts to the relevant government or tax authority.
- 8.5. Promptly following receipt of a written request from us, you must supply us with any information and documentation that we may reasonably request in order to identify you or facilitate our compliance with our legal obligations relating to the taxation of payments made to us or processed by us. We may supply such information and/or documentation to relevant government and tax authorities.

## 9. **Remittances**

- 9.1. We shall collect payments from buyers in respect of each product purchased from the Marketplace, and we shall deduct from the same our commissions and, as may be applicable, any fees, charges, taxes, penalties, refunds, and any other amounts that you owe to us in respect of any business whatsoever.
- 9.2. We shall remit the proceeds of the sale of the products to you within seven (7) days of delivery of the products to the Buyer.
- 9.3. We shall remit the proceeds of the sale of the products, after all deductions pursuant to section 10.1 above, and remit the remaining funds to you in the currency of the Marketplace territory and using such payment mechanism as we may notify you from time to time.
- 9.4. Evidence of payment to your nominated bank account shall constitute conclusive evidence of payment and receipt.
- 9.5. You shall be entirely responsible for ensuring that the account details that you upload to the Seller Center are accurate and up to date and that the account is secure. We shall not be liable for any loss or damage to you that may result from fraud or error in respect of your account.
- 9.6. We shall provide you with an account statement, via the Vendor Center, which shall include details of all proceeds of the sale of the products, deductions, and remittances. This statement may not be downloaded from the platform.
- 9.7. Subject to the applicable laws of the territory, we may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off. Set-off may apply across your Seller Center accounts if you



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operate more than one account. For the avoidance of any doubt, the account statement in the Vendor Center shall serve as such notice of the set-off.

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

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

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

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

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

## 10. Breaches of Seller Terms and Conditions

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

10.1.1. send you one or more formal warnings;

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

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

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

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

10.3. The consequences of breach provided in section 11.1 above shall also apply if:

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

10.3.2. if you receive negative ratings and reviews.

## 11. Insurance





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

## 12. **Confidentiality and data privacy**

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

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

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

## 13. **Miscellaneous**

13.1. These seller terms and conditions are subject to the general terms and conditions of use of the Marketplace for buyers and sellers and shall be governed by and construed in accordance with the laws of the Territory.

13.2. In respect of sellers operating across multiple marketplaces operated by Splitmulti affiliates, each transaction shall be subject to the governing laws and jurisdiction of the Territory of the Marketplace on which the transaction took place.

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

13.4. These seller terms and conditions, the general terms and conditions of use of the Marketplace for buyers and sellers, and the Splitmulti codes, policies, and guidelines shall constitute the entire agreement between you and us in relation to your use of our Marketplace and shall supersede all previous agreements between you and us in relation to your use of our Marketplace.



**(2) General Terms and Conditions of Use of the Marketplace for  
Buyers and Sellers**

The Parties agree to be bound by the terms and conditions as published on the Splitmulti website from time to time