

## Standard Terms and Conditions of Trade

These terms and conditions are applicable for any services given by the follow organisations (The Supplier)

E-Motive Online LLP Company Number OC380069 Registered in England and Wales offices located at 6 Portland Drive, Nuneaton, Warwickshire CV10 9HY UK

E-Motive UK Online Limited, Company Number 10331344 Registered in England and Wales offices located at 6 Portland Drive, Nuneaton, Warwickshire CV10 9HY UK

E-Motive BG, Company Number 202811199, Registered in Republic of Bulgaria offices located at 45 Aleksander Dyakovich, Varna 9000 Bulgaria  
E-motive Online INC, Incorporated in the state of Delaware with offices located 2035 Sunset Lake Road, Suite B-2 Newark, 19702, Delaware.

The company or person that contacts the supplier to use their services is known the client.

They are in effect as soon as they are served upon a client and are only a written agreement in the form of a contract or e-mail takes precedence if agreed by both parties. If any part of that agreement does not cover any aspect of provision of service or there is any doubt of any terms that this agreement will take precedence.

### 1. Service of Terms.

- a. These Terms and Conditions of service will be deemed as agreed by the client in the following events.
  - i. Payment of any invoice made by the supplier and then any services after that date being requested from the supplier
  - ii. An email sent from the Supplier to the client using the suppliers email server as evidence of proof of service and then any service requested from the supplier after the date of service.
- b. In the event of the client not agreeing to any element of these terms it is the client's responsibility to contact the supplier within 7 days of them being served requesting for amendments. Those amendments will be deemed as agreed if responded by the supplier in writing.

### 2. Requesting Services.

- a. A request for service will be deemed applicable in the event of the following.
  - i. Email to a company representative requesting for a service to take place
  - ii. Telephone to a company representative requesting for a service to take place.
  - iii. Written letter to a company representative requesting for a service to take place.
  - iv. Using our ticketing system to request for a service to take place.
- b. Once this has taken place we will preform the service and a invoice will be issued for payment within the payment terms.
- c. If the client does not require us to carry out the service or the intention of the communication is to cost or scope the requirement, then this will be stated at the time of the communication.
- d. Any employee of the client or person appointed by the client will be deemed as authorised to request services from the supplier.

### 3. Payment

- a. Payment terms will be made prior to the service is delivered to the credit or debit card held on file unless a separate date is stated on the invoice and agreed in writing.
- b. Payment will need to be made in full prior to any work taking place, this payment is **non refundable** in the event of the client asking us to cease working on the project.
- c. If staged payment terms have been agreed, then the final payments will be termed as due immediately if the client has requested us to no longer work on the project.
- d. In the event of the payment not being made within the payment date of the invoice we reserve the right to take the following action with no right of compensation or recompense by the client
  - i. Restrict access to the platform or e-commerce sites
  - ii. Reverse any work which we have undertaken even if this involves us ending listings on the marketplaces.
- e. If part of the work we are contracted for involves managing the client's payment solution, the client agrees for us to make deductions in order to cover any outstanding debt which is not made within payment terms.
- f. In the event of the client contracting with our managed services which is invoiced based on monthly revenue share and restriction of the account is made by the client then the full remaining contract term will become due immediately.
- g. Payment is classed as cleared funds which are made into the suppliers designated accounts. In the event of those funds being reversed that payment will be deemed as not cleared.
- h. In the event of any invoice going past it's due date then any preferential terms will be classed as void and the terms will revert to these standard terms and conditions. This includes any previously issued invoices even if they have been settled.
- i. In the event of us providing managed services and the payment goes beyond the payment date we will cease work and the remaining amount of the notice period will still be termed as due.
- j. Any amounts due past the due date will accrue interest at the rate of 8%.
- k. For every 12 months of service, our charge to you will increase by 10%, this allows for any changes in currency exchange rate, inflation and other increased costs.

### 4. Deadlines and Scope of Work.

- a. At time of commencing a project we will supply the client with a "Scope of Work"
- b. We will supply some anticipated time scales for that scope however these may need to move due to circumstances beyond our control.
- c. If any work is requested out of that scope then we will class this as additional work and it will be charged as per these Terms and Conditions, we will indicate to the client to state that it is not covered by the original scope of work.

### 5. Flow of Work

- a. We rely on the client interacting with us in order to provide the best end result for the contracted work.
- b. With information which is required from the client we will do the following to request said information
  - i. Send two emails to request anything that is required in relation to the work which is required.
  - ii. We ask that the information is sent to us within 72 hours of us sending the communication.
  - iii. If the information is supplied after the 72-hour period, then we reserve the right to alter any project timescale as other work will take precedence after this time.
  - iv. In the event of the information not being supplied within this timescale then no further communications will be made and the project will be put on hold for a period of 3 months.
  - v. If after the 3-month period, we have not received any communication then we will class the project as complete and the final invoice.

### 6. Documentation or Recording of information.

- a. In order to provide management information and ensure quality of service, the supplier records interaction and data in the following ways.
  - i. We record all phone conversations held between the supplier and the client.
  - ii. We record any screen sharing activity between the supplier and the client.
  - iii. We record any online communication system including but not restricted too Slack, Skype, Zoho.
  - iv. We record information of hours worked with our employee timing system.

### 7. Access to Systems

- a. In order to provide the service, we do require access to different systems. We will make best endeavours to keep any information required to access those systems confidential.
- b. In the event of the client not allowing us access to any systems required in order to carry out our job within 1 calendar month of access not being allowed, this will be termed as the client not requiring us to carry out the work and payment will be expected as per section 3 of this agreement.
- c. Access to systems include but is not restricted to the following.
  - i. Not supplying the password or credentials for any online account needing access too.
  - ii. Changing credentials but not supplying any new information in order for us to access accounts.
  - iii. Giving access to any online management system or file storage system.

### 8. Type of Work we Conduct.

- a. We provide a number of services which fit into a number of different categories and is charged / measured in the following ways.
  - b. Managed Services
    - i. Managed Services is when a client has a Dedicated Member of staff working on their account. This person can perform a number of agreed services relating to the operation of their e-commerce account.
    - ii. The cost of the managed service is as follows for the equivalent of a full time member of staff, charged per calendar month. (40 hours a week).

ii.GBP	v.EUR	v.USD
i.£1500	ii.€1800	iii.\$2000

- ix. If a full time member of staff is not required, then the cost will be split using the above table divided by the number of hours each month (cost/160 hours)
- x. There will be an allowance of 1 hour of breaks per day plus 4 breaks of 10 minutes and the cost of this will be borne by the client.
- xi. In the event of sickness then the supplier does not have to supply alternative resource for the first 3 days of sickness, then following this it is the supplier's responsibility to provide a replacement.
- xii. The supplier endeavours to supply the same member of staff however there maybe a need for a substitution to be made.
- xiii. It is the client's responsibility to cover the cost of any holidays equivalent to 20 days per year plus any public holidays as designated by the Bulgarian Government, these holidays are as follows

1 <sup>st</sup> January	New Year Day		3 <sup>rd</sup> March	Liberation Day
March / April	Good Friday		March / April	Easter Monday
1 <sup>st</sup> May	Labour Day		6 <sup>th</sup> May	St Georges Day
24 <sup>th</sup> May	Culture and Literacy Day		15 <sup>th</sup> August	Varna Day
6 <sup>th</sup> September	Unification Day		22 <sup>nd</sup> September	Independence Day
24 <sup>th</sup> December	Christmas Eve		25 <sup>th</sup> December	Christmas Day
26 <sup>th</sup> December	2 <sup>nd</sup> Day Christmas		31 <sup>st</sup> December	New Years Eve.

The dates of these holidays may move depending if it falls on a Saturday or

Sunday.

- xiv. If the client requires for the supplier to work on the designated public holidays, then the equivalent of 200% of the daily rate is agreed to be charged / invoiced to the client.

For monthly managed services client this will be using the following formula.  
Monthly invoiced amount / 20 \* 2 for example (£1500 / 20 = £75 x 2 = £150)

For Revenue share clients this will be invoiced at the following fixed amount per day £100 / €120 / \$140

- xv. On occasion the Bulgarian Government may give an additional day's holiday based there being a day between the public holiday and a weekend. If this is the case, then it will also be posted on the official Bulgarian Government website and the employee will be required to work a designated day on the weekend to cover this.
- xvi. Any Required holiday will have 4 weeks' notice given to the client unless they agree to a shorter notice period.
- xvii. If notice is to be given by the client to cease the managed service, then there is a requirement of two calendar months notice to the supplier.
- xviii. The client or its associates agrees to not engage any direct or indirect work with any current or former employee of the supplier or its associated companies either during the ongoing relationship or up to two years after the end of any relationship. If it is discovered or suspected that this has occurred either of a paid or unpaid nature, this includes indirectly, including when the supplier's employee either current or former is working for a company who works for the client, the client agrees to compensate the supplier the equivalent of the previous six billing months of payments. If the supplier agrees for the client or its associates to engage employ any employee of the supplier, then this compensation reduces to the equivalent of the previous three months of billing payments. This will automatically be billed to the clients card held on file.
- xix. Upon request there is a work time monitoring report which can be supplied to the client.
- c. **Revenue Share**
  - i. Revenue share is when we invoice the client based on a % of their sales on a platform such as ebay / amazon or their webstore if we are managing this element.
  - ii. This will be shown on the invoice if the service is based on a revenue share model.
  - iii. The minimum term for the revenue share service is 1 year with 60 days' notice prior to the end of the term.
  - iv. If the notice is not given prior to the end of the term, then the agreement will continue for a further year.
  - v. The end of term date will be one calendar year from the start date.
  - vi. Our standard fee for this service is 6% of sales on that platform, this includes and postage, tax and final selling price.
  - vii. There is a minimum service fee of £1500 / €8000 / \$1600 (This is charged in the currency we invoice you in)
  - viii. We do not credit for any refunds given on sales.
  - ix. If in the event, we have no access to management data to calculate sales then Terrapeak or a sales monitoring system will be used to make the revenue share calculation.
    - x. If there is a drop in sales which results in the account being suspended or "Below Standard" and the fault is not down to the supplier, then the average of the previous 3 months of sales when the account was in good standing will be used to make the revenue share calculation.
  - xi. Fault of the supplier is deemed as the following,
    1. A listing error produced by the supplier only when the full data has been supplied by the client to compile the listing
    2. A customer service error where the client's customer has highlighted in any feedback comment that the issue is down to a customer service fault.
  - xii. In the event of the client not giving us access in order to manage their accounts then the agreement will still stand as per these terms and conditions with no liability to the supplier for non performance.
- d. **PayPal Handling of Payments from Clients Customers.**
  - i. We offer the opportunity to collect client's monies using our corporate PayPal account on the following terms.
  - ii. The client will be charged 1.5% plus the paypal rate we get charged.
  - iii. If a currency conversation needs to take place, there will be a charge of 1% of the funds required to be converted.
  - iv. There is charge of £10 to make a bank transfer to the clients account.
  - v. The calculation of the funds due is made on the Monday looking at the previous Sunday to Saturday.

- vi. In the event of the Monday being a public holiday then the calculation will be made at the next working day.
- vii. The payment is made less any fees as described above.
- viii. Payment will be made to the client within 7 days of the calculation date.
- ix. In the event of refunds or paypal / ebay holds these will be deducted at on the calculation.
- x. If the ebay account is predicted to go Below Standard, all connection to that ebay account will cease one week before the account evaluation will happen.
- xi. If our service has to be suspended based on the ebay account going below standard, then we will not make any payment to the client until 60 days after the last ebay transaction has taken place.
- xii. In the event of cancellation of the service then we will hold the equivalent of 20% of funds for a period of 60 days.
- xiii. During the service being provided we will have full access to the clients ebay account. If access is suspended, then any payments will be suspended until access is restored or 60 days have passed.
- xiv. We reserve the right to cancel the service at any time, and hold funds for the period of 60 days in the event of this cancellation.
- xv. The client will be responsible for all payment of taxes on transactions including VAT and income tax

e. **Other Services**

- i. In the event of any services we provide not being covered by the above schedules we charge in the following way.
- ii. Our services are provided on a hourly basis based on the priority of the task requested by the client.
- iii. If no priority is given, we will assume the lower level is required (Two weeks and above)

iv. The costs are as follows

v.	vi. GBP	vii. EUR	viii. USD
1 – 8 Hours	£60 per hour	€70 per hour	\$75 per hour
2 – 5 Days	£40 per hour	€45 per hour	\$50 per hour
5 Days and Above	£25 per hour	€28 per hour	\$30 per hour

- ix. Time is classed as working hours which is Monday – Friday except UK, US and Bulgarian Government Recognised public holidays
  - x. If we can not perform within the required timescale we will state this.
  - xi. In the event we can not deliver within the timescale we will charge for the next level.
  - xii. Commencement of work will be as stated in section 2, requesting services.
  - xiii. If you are a managed service client, then any work will be covered by that member of staff and this structure will not apply unless the managed services agent does not have the skills to complete the requested service.
  - xiv. It will be deemed as the agent not being able to provide this service by either them not performing it before or the supplier expressly saying that the agent can perform in the requested way by the supplier.
  - xv. The measure of the hours spent will be the companies "Time Management System" which will be made available if required by the client.
  - xvi. A part hour spent will be rounded up to the nearest 30 minutes.
  - xvii. The timing system is also applicable for training given to clients however it will always be charged at the higher level.
- xviii. If we provide a service which is subsidised by a 3<sup>rd</sup> party (For example a software provider offers to pay to integrate a client onto their platform) and subsequently that 3<sup>rd</sup> party fails to pay the invoice for any reason then it will be the clients responsibility to settle that invoice.
- 9. **In the event of dispute.**
  - a. In the event of dispute, your complaint must initially be raised with your main contact for the supplier.
  - b. If in the event of your complaint not being resolved, then you can raise this further with a director of the organisation. The details are shown on the management section of the website.
  - c. You agree not to raise a chargeback or dispute with your credit or debit payment provider for any element of service that is in conflict and is covered by these terms and conditions. Any other disputes **MUST** be raised to the suppliers address in writing by tracked signed for delivery.
- 10. **Legal Jurisdictions.**
  - a. In the event of not being able to enforce these terms and conditions of service the legal jurisdiction to recover any non payment, damages or losses resides in the courts of Delaware for clients based in the United States of America and billed by E-Motive Online Inc, and the courts of England and Wales
  - b. If the debt lies with E-Motive BG then that said debt will transfer to E-Motive UK Online for recovery.
  - c. Upon transfer if the currency of invoice is not £ (GBP) then the Bank of England currency exchange rate will be used upon transfer of the debt.