

Terms in Place from Monday 1st August 2022

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

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.

Applicable Terms for all services.

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

2 - 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.

3 - Service of Terms.

3a - These Terms and Conditions of service will be deemed as agreed by the client in the following events.

3b - Payment of any invoice made by the supplier and then any services after that date being requested from the supplier

3c - 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.

3d - 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.

4 - Requesting Services.

4a. A request for service will be deemed applicable in the event of the following.

4b – Email, Letter, Telephone call or message via messaging service to a company representative requesting for a service to take place

4c - Once this has taken place we will preform the service and an invoice will be issued for payment within the payment terms.

4d - 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.

4e - Any employee of the client or person appointed by the client will be deemed as authorised to request services from the supplier.

5. Payment

5a - Payment will be made prior to the service is delivered to the credit or debit card or by SEPA / ACH / Direct Debit which is held on file unless a separate date is stated on the invoice and agreed in writing.

5b - 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.

5c - 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 or stops payment within terms.

5d - 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

5di - Restrict access to the platform or e-commerce sites

5dii - Reverse any work which we have undertaken even if this involves us ending listings on the marketplaces.

5e - 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.

5f – We will attempt to charge the default method of payment on file, but if that fails The Client agrees for the supplier to charge any method of payment on file.

5g - 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.

5h - In the event of any invoice going seven days past it's due date we will cease all work with no claim against the supplier. The client will still be responsible for payment of service during any suspension of work.

5i. 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. For revenue share clients, this will effect the minimum charge not the revenue share % unless there are any outstanding invoices.

5j - In the event that any invoice remains unpaid for over 30 days the client agrees to the

following 5ji – Notice is given as described for the service contracted for in these terms and conditions.

5jii – The pricing will revert to the standard pricing as stated for the service contracted for in these terms and conditions, this will include all future invoices and previously issued invoices including those already settled. This will show as a one off charge for previous invoices.

5jiii – All staged invoices for the remaining notice period will become immediately due with no need for the time to expire.

6. Deadlines and Scope of Work.

6a. At time of commencing a project we will supply the client with a "Scope of Work"

6b. We will supply anticipated time scales for that scope however these may need to move due to circumstances beyond our control.

6c. 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.

7. Flow of Work

7a - We rely in the client interacting with us to provide service. If we require any information we will contact the client and expect a response within 24 hours. If the client does not respond within 72 hours all work will be suspended until the client supplies the information required.

7b - With information which is required from the client we will do the following to request said information 7bi -

Send no more than two emails to request anything that is required in relation to the work which is required.

7bii - We ask that the information is sent to us within 72 hours of us sending the communication.

7biii. 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.

7c - In the event of the information not being supplied within this timescale then no further communications will be made. If the client does not respond within a month of our communication we will deem this as the client no longer wanting to use our services and the notice period will commence as detailed within these terms and condition of trade for the service contracted for.

8 - Documentation and Recording of information.

8a - In order to provide management information and ensure quality of service, the supplier records interaction and data in the following ways.

8ai - We record all phone conversations held between the supplier and the client.

8aii - We record any screen sharing activity between the supplier and the client.

8aiii - We record any online communication system including but not restricted too Slack, Skype, google products.

8aiv - We record information of hours worked with our employee timing system.

9. Access to Systems

9a - 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.

9b - 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 deemed as the client wishes to terminate our services and the notice period will commence for the service contracted for.

9c - Access to systems include but is not restricted to the following.

9ci - Not supplying the password or credentials for any online account needing access too. 9cii -

Changing credentials but not supplying any new information in order for us to access accounts.

9ciii - Giving access to any online management system or file storage system.

10 – Designated Holidays.

10a – No service will be provided on public holidays as designated by the Bulgarian Government, these holidays are as follows

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

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

10b - If the client requires for the supplier to work on the designated public holidays, then the equivalent of 200% of the daily non discounted rate is agreed to be charged / invoiced to the client.

11 – Non Compete and Solicitation

11a - 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 twelve billing months of payments.

11b - 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 six months of billing payments including any deposits held on file.

11c - This will automatically be billed to the client's payment method held on file.

12 – Liability

12a – The client agrees not to hold the supplier responsible for any errors that are out of their control, this includes but not limited to 3rd party systems, providers and the information provided to the supplier which it has acted on.

12b – Any errors caused which are due to the Supplier will be rectified by the supplier. The supplier however can not be held liable for any losses resulting from those errors, either direct or indirect.

12 - In the event of dispute.

12a. In the event of dispute, your complaint must initially be raised with your main contact for the supplier, this will normally be the account manager.

12b. If in the event of your complaint not being resolved within 7 days, this can be escalated to the manager in charge of the account management team. The information will be supplied by your account manager or available on request.

12c – In the event of your complaint not being resolved, it can be highlighted to a Senior Manager in writing to the following email address SLT@e-motive.online.

12d - 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.

12e – If this escalation path is not followed it is assumed that the client is satisfied with our service.

13. Legal Jurisdictions.

13a - In the event of a dispute relating to these terms and conditions of service the legal jurisdiction 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 for all other entities.

13b - If the contract lies with E-Motive BG then that said debt will transfer to E-Motive UK Online for recovery.

13c - 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.

Terms Relating to Specific Services we supply

We provide a number of different services where are specific terms which relate to those services. These work in conjunction with the general services.

14 - Managed Services – Indicated on Agreement / Invoice as Managed Services

14a - Managed Services is when a client has an agreed average amount of hours per month allocated to provide service on their account. The workflow is agreed by the Statement of Work

14b - The standard cost of the managed services arrangement per month is as follows. £2500 – GBP, \$3000 – USD, €2800 – EUR

14c – Any special price will be stated on the invoice however it will revert to the standard price as per clause 5 for non payment.

14d - The supplier will supply trained staff members to carry out the tasks, this may not be the same member of the team and will dependant on the skill required at that time.

Measurement and management of Hours

14e – The amount of hours as stated on the agreement will be allocated to the account, with the following considerations.

14ei – The hours will be an average amount of hours allocated per month, usage of these hours will be dependant on a number of factors including, interaction from the client and present workload as discussed with the client.

14eii – We will record these hours on a time management system which will be made available to the client upon request.

14eiii – Any work we conduct on the account will contribute to the hours usage, this will include meetings with client, internal meetings.

14eiv – Due to the cost of providing certain services the hours allocated will be used at a rate of 1 hour = 2 hours if Developer or Language translation services are used. For example 1 hour worked, this will count as 2 hours out of the allocation

14f – In the event of notice to terminate the service on either side the following will happen. 14fi – A calculation of the hours used during the term of the agreement

14fii – Any hours which are short, these can be used on the request of the client during the notice period if the notice has been provided

14fiii – Any overage of hours will result in the supplier not working for those hours during the notice period or charge an hourly rate of £25 / €30 / \$35 for each hour worked over.

14fiv – Any hours that have not been used will be lost upon the end of the notice period with no refund.

Managed Services – Length of agreement / Minimum term

14g – The length of the agreement will be a minimum of twelve billing periods unless stated otherwise on the agreement, notice can be given from both sides after this time has past.

Managed Services – Termination / Notice.

14h – Two full billing periods notice can be given after the minimum period has past.

15 – Revenue Share Agreement – Indicated on Agreement / Invoice as Revenue Share

Revenue share is when we invoice the client based on a % of their sales on a multichannel platform such as ebay / amazon or their webstore if we are managing this element.

15a - This will be stated on the invoice if the service is based on a revenue share model.

Revenue Share – Length of agreement / Minimum term / Termination.

15b - The minimum term for the revenue share service is 1 year with 60 days' notice prior to the end of the term, the term start date will be the first invoice date unless otherwise stated.

15c - If the notice is not given prior to the end of the term, then the agreement will continue for a further year. 15d - The end of term date will be one calendar year from the start date.

Revenue Share – Standard Terms.

15e - Our standard fee for this service is 7% of all sales on that platform, this includes and postage, tax and final selling price.

15f - There is a minimum service fee of £2000 / €2500 / \$3000 (This is charged in the currency we invoice you in) 15g - We do not credit for any refunds given on sales.

15f - If in the event, we have no access to management data to calculate sales then we will estimate these based on the average of the last three months revenue share calculation.

15g - 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.

15h - Fault of the supplier is deemed as the following,

15hi - A listing error produced by the supplier only when the full data has been supplied by the client to compile the listing

15hii - 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 and this has been fully in control of the supplier.

15i - 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.

15j - The client will be responsible for all payment of taxes on transactions including VAT and income

tax 16 – **Exclusive Staff Agreement – Indicated on Agreement / Invoice as Exclusive Staff**

16a – Exclusive staff is when we supply a member of staff who will work directly for the client without the supplier managing their work flow.

16b - The standard cost of the exclusive staff per month is as follows.
£7000 – GBP, \$8000 – USD, €7500 – EUR

16c – Any special price will be stated on the invoice however it will revert to the standard price as per clause 5 for non payment.

16d – The client will be responsible for training of the member of staff.

16e – In the event of sickness the client will cover pay for the 1st week, there will be a 50% reduction in cost on any subsequent sickness days.

16f – The client agrees to the following.

16fi – The member of staff will work no more than 160 hours a month, any addition overtime will be charged on a pro-rated hourly basis.

16fii – To allow for 24 days holiday a month, which will be agreed mutually by between the member of staff and client. At least four weeks notice will be given.

16fiii – A hour lunch break together with two 20 minutes break will be given a day.

16fiiii – Not to communicate with the staff member any agreement or terms in relation to the contract with the supplier.

Exclusive Staff – Length of agreement / Minimum term

16g – The length of the agreement will be a minimum of 12 billing periods, notice can be given from both sides after this time has past.

16h – If the staff member gives notice or terminates the supplier will find an alternative member of staff when billing will be suspended during this time.

16i – If the client decided to terminate during this search for an alternative member of staff, this is acceptable with a reduction of 50% of the remaining payments.

Exclusive Staff – Notice Period.

16j – Notice period is 2 billing periods after the initial minimum term has past.

17 - Other Services – One Off Services

17a - In the event of any services we provide not being covered by the above schedules we charge in the following way.

17b - Our services are provided on a hourly basis based on the priority of the task requested by the client.

17bi - . 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

17c - Time is classed as working hours which is Monday – Friday except UK, US and Bulgarian Government Recognised public holidays

17d - If we can not perform within the required timescale we will state this.

17e - In the event we can not deliver within the timescale we will charge for the next level. 17f - Commencement of work will be as stated in section 4.

17g - 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.

17h - 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.

17i - The measure of the hours spent will be the companies "Time Management System" which will be made available if required by the client.

17j - A part hour spent will be rounded up to the nearest 30 minutes.

17k - The timing system is also applicable for training given to clients however it will always be charged at the higher level.

17l - If we provide a service which is subsidised by a 3rd party (For example a software provider offers to pay to integrate a client onto their platform) and subsequently that 3rd party fails to pay the invoice for any reason, then it will be the clients responsibility to settle that invoice.

18 – Merchant of Record – As indicated as Merchant of Record on the Agreement /

Invoice The Client is know as the company at the top of this agreement.

The Service Provider (SP) is known as the following

If the client is located in England, Scotland, Wales or Northern Ireland then the SP is.

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

If the client is located in Europe (Excluding UK) then the SP is

E-Motive BG, Company Number 202811199, Registered in Republic of Bulgaria offices located at 45 Aleksander Dyakovich, Varna 9000 Bulgaria

If the client is located anywhere else in the world (Not UK or Europe) then the SP is

E-motive Online INC, Incorporated in the state of Delaware with offices located 2035 Sunset Lake Road, Suite B 2 Newark, 19702, Delaware.

The Merchant of Record (MOR) is known as the following.

If the client is located in England, Scotland, Wales or Northern Ireland then the MOR is.

Multichannel Control Limited, Company Number 12102688 Registered in England and Wales offices located at Kemp House, 160 City Road, London, United Kingdom, EC1V 2NX

If the client is located in Europe then the MOR is.

Invest Motive, Company Number 205647723, located in the Republic of Bulgaria offices located at St Cyril And Methodis No 15 Ap 12, Varna 9003 Bulgaria.

If the client is located anywhere else in the world (Not UK or Europe) then the SP is

B2C Trading, Incorporated in the state of Colorado with offices located 1942 Broadway Street STE

314C Boulder, CO 80302

The Merchant of Record and the Service Provider is jointly known as the “Supplier” within this agreement

19a- Set-Up

This will be a one-off charge. Each Set-Up is unique to the Client and includes the following services. The below list does constitute contractual obligation but is designed to inform the range of services on offer. The specific Set-Up for this contract will be agreed in the SoW

- Set up of marketplace store.
- Format and creation of the Branded Store and Item Templates
- Format and optimisation of the data ready for listing
- Set up of Listing software
- Set up of 3PL
- Connection to 3PL to software
- Assessment of the Brand on the marketplace
- Set up of the Vero Program
- Identification of sellers of Brand on the Marketplace
- Identification of competitors items on the Marketplace.
- Competitors Pricing Check
- Set up rules in relation to customer service.
- Set up of rules in relation to protection and enforcement of the Brand
- Agree Promotions calendar.

19b - Ongoing Services

The below list does constitute contractual obligation but is designed to inform the range of services on offer. The specific Set-Up for this contract will be agreed in the SoW

- Policing of the Brand on the Marketplace
- Promotions Management
- Competitors Check
- Pricing Recommendations
- Invoicing end consumers
- Dealing with Taxations including VAT and Corporation Tax
- Fee Reporting.
- Customer Service
- Returns Management
- Brand Strategy Alignment
- Listing Products on Marketplace
- Reporting
- 3PL Management
- Reputation Management
- New Lines Listing

20 – Payment

20a – Payment for the Set Up will need to be made by Bank Transfer Prior to any work being undertaken. 3b – Bank Details are to be supplied by the Client to make payment for sales less commission

20c – If insufficient sales have been generated for any billing period to cover the Suppliers fees, then this will be carried over to the next billing period. If this amount is carried over for more than 4 billing periods, this balance is required to be cleared by payment to Client by bank transfer within 5 working days if the balance is not cleared then all work will cease by the Supplier without any recourse or claim.

21 – Selling Price

21a – The selling price will be agreed between the Supplier and the Client. This will be routinely monitored by both parties

21b – The Supplier cannot be held responsible for any errors which are due to 3rd Party

Error. 22 – Schedule of Fees

22a – The Schedule of Fees / Deductions are made from the Final Selling Price plus any Postage which is charged.

22ai – VAT at the current rate is removed from the sold price. (3rd Party) 5aii – eBay Category Selling Fee as per Appendix A (3rd Party)
22aiii – 10% MOR Fee
22aiii – 5% SP Management Fee
22aiv – 3PL Fee as agreed

22b – At the end of each month a calculation will be provided which will provide the fees per item sold

22c – Any additional fees which will be incurred by the Supplier will be deducted from the Client's monthly fee leaving a balance amount.

22d – This amount will be paid to the Client within 5 working days of the invoice being received. 22e – The

Supplier is not responsible for any additional fees which are issued by any of the 3rd Parties involved.

22f – There may be changes to the 3rd party prices during the time of this agreement, as much notice will be given to the client as possible

23 – Representing the Brand

23a – The Client gives full authority for the Supplier to represent them on the marketplace and this authority will last until this Agreement comes to an end. All proof must be given at the commencement of this Agreement. If the Client does not provide the required proof, the Supplier will not be held accountable if as a result, services agreed are unable to be executed, as outlined within this Agreement.

23b – The Client agrees to support the Supplier with clear guidance on how to represent the Brand on the marketplace it represents.

23c – The Client agrees to allow the Supplier to price products with a competitive offer in order to sell the Client's products on the marketplace.

23d – The client agrees not to appoint any other agent for the same marketplaces while this agreement is in force.

23e – The Supplier will exclusively promote the Client on the marketplace accounts that have been created in the name of the Client.

23f – The work which will be undertaken will be scoped out as per the Statement of Work agreed between the Supplier and the Client at pre agreed dates after the signing of this Agreement.

24 – Quality of merchandise

24a – The Client agrees that all merchandise supplied will adhere to all the standards required for the marketplace it is being sold too.

24b – If there are any claims relating to the product supplied the Client agrees to cover all costs relating to such claims.

25 – Shipment and Third-Party Logistics. (3PL)

25a – The Supplier will fully manage the Third-Party Logistics provider as part of the Merchant of Record Service.

25b – The client agrees to cover any costs for any additional packaging required to ship the product to the end user, these costs are advised as per the schedule of charges

25c – The Client agrees to adhere by the terms and conditions of the 3PL which are available on request.

25d – Any payment to the 3PL will be made by the Supplier and then charged to the client as part of the monthly reconciliation

25e – The Client will be charged for any supplementary packaging as required by carrier to ship any items. 8f – The Client is responsible for the shipment of merchandise to the 3PL

26 - Returns and Refunds

26a – In the event that the customer wishes to return the item for a problem or changed mind, then the following will occur.

26ai – If the item is below £15.00 in retail value, the customer will get a full refund and keep the item.

26aii – If the item is over £15.01 and the customer changes their mind, it will be up to the customer to return the item at their cost and upon the item being received a refund will be given,

26aii – For all other reasons the item will be shipped back at the Clients cost, and a full refund

given. 26b – After a processing fee made by the 3PL a refund will be given except for the

processing fees. **27 - Buyer Cases and Reputation**

10a – In the event of a Buyer dispute with the marketplace, the Client agrees for the Supplier to do anything to resolve the situation. This may include providing a full refund. In this event we detail this on our monthly invoice to the Client.

28 - Promotion

28a – The Client agrees to participate in some promotional activity on the marketplace.

28b – The marketplace may provide mechanisms for promoting the brand or the products. 28c – These may attract an additional cost which will be deducted as per the other fees.

29 - Documentation and Recording of information

29a - In order to provide management information and ensure quality of service, the Supplier records interaction and data in the following ways:

29ai - Records all phone conversations held between the Supplier and the Client.

29aii - Records any screen sharing activity between the Supplier and the Client.

29aiii - Records any online communication system including but not restricted too Slack, Skype, google products. 29aiv - Records all relevant information of hours worked for the client on an internal system. **30 -**

Early Termination (Only applicable for Merchant of Record Agreements)

30a – If the Client stops providing any stock to the 3PL for a continuous two-month period this would deem as material breach of the Agreement. This would attract an early termination fee calculated as the monthly average fee the Supplier has been paid throughout the duration of the contract, x the remainder of the contract (to the Anniversary date) to this point, plus VAT. If this material breach occurs across the two-month period of the Anniversary date, the client will pay the two months average monthly fee and one more month fee plus VAT

31 - Upon Termination of the Agreement (Only applicable for Merchant of Record Agreements) 30a –

Prior to all stock being removed from the 3PL the account balance needs to be settled with the Supplier.

30b – The marketplace stores will remain under the control of the Supplier and will be only be transferred back to the Client at point of the all accounts being reconciled and paid by the Client to the Supplier, and all other outstanding debts the Client may owe in relation to this Service Provider Agreement

POINTS OF THE TERMS AND CONDITIONS WHICH IMPOSE FINANCIAL PENALTIES.

These are some of the following actions which will result in additional charges and are covered by these terms and conditions of trade.

- Requesting or using more hours then the service allows, ie 140 hours and using 180 hours.
- Not having a valid method of payment on file and your invoice going overdue will result in you losing your discount for the service for all future and previous paid invoices.
- Not serving the agreed notice period even in the event of dispute.
- Requesting team members to work Public

Holidays - Not responding to our requests for information.

- Not following the dispute resolution flow.
- Removing our access to systems in order for us to perform our work.