

## SALE OF PRODUCTS OFFER

### 1. Definitions.

- 1.1. **«Offer»** - the terms and conditions for entering into an agreement between Good Traff and the Seller for the sale of Products on the website [bazar-tech.com](http://bazar-tech.com) (hereinafter referred to as the «Trading Platform»).
- 1.2. **«GT»** - Good Traff, registered address: Casablanca, BD LALLA ASMAE GROUP 6 ETG 2 SIDI MOUME N JDID. GT is the owner of the Trading Platform where Sellers list Product Cards for the purpose of selling them.
- 1.3. **«Product»** - a Goods or Service listed by the Seller on the Trading Platform and having a price.
- 1.4. **«Goods»** - any item produced for sale and having value.
- 1.5. **«Service»** - a paid activity performed by one party in the interest of another.
- 1.6. **«Seller»** - a natural or legal person who sells a Product under the terms of the Offer.
- 1.7. **«Buyer»** - a natural or legal person making payment and becoming the purchaser of the Product on the Trading Platform.
- 1.8. **«Rules»** - «General Terms of Use for Buyers and Sellers,» which are an integral part of the Agreement for those sections pertaining to Sellers (Section 2.2, «General Terms of Use for Buyers and Sellers»).
- 1.9. **«Product Card»** - a set of information about the Product listed by the Seller on the Trading Platform, including the name and description, technical specifications, photographs, and video images.
- 1.10. **«Guarantee Deposit»** - monetary funds in the amount specified in the Seller's Personal Account on the Trading Platform, provided by the Seller in favor of GT at the request of the Trading Platform to secure the Seller's obligations to compensate for losses and pay penalties in case of Agreement breach. This deposit may be refunded to the Seller at the discretion of the Trading Platform.
- 1.11. **«Agreement»** - an agreement between the Seller and GT, concluded on the terms of this Offer.
- 1.12. **«Personal Account»** - the Seller's personal page on the Trading Platform.

### 2. Procedure for Entering into the Agreement.

- 2.1. The Seller is obliged to carefully read the terms of the Offer and register on the Trading Platform by filling out all mandatory fields.
- 2.2. After verifying the Seller's information, GT provides the Seller with a link to register a Personal Account on the Trading Platform, and, in certain cases, details for paying the Guarantee Deposit. These actions constitute an offer to the Seller to enter into an Agreement on the terms of this Offer.
- 2.3. The Agreement is considered concluded from the moment the Seller places at least one Product Card in their Personal Account on the Trading Platform.
- 2.4. When placing a Product Card, as well as during any internal checks, GT may request documents from the Seller regarding the Product, confirming its authenticity, quality, declared characteristics, and the right of ownership. The Seller undertakes to provide such documents within the specified timeframe upon request. Refusal to provide the necessary documents or failure to provide them in full will be an irreversible obstacle to placing such a Product Card or successfully passing the verification.
- 2.5. Upon GT's request, the Seller agrees to provide additional confirmation of the Agreement in the form specified by GT, such as a signed statement by the Seller of acceptance of the Offer or the text of the Offer itself.

### 3. Subject Matter of the Agreement.

- 3.1. The Seller entrusts, and GT undertakes, for a fee, to perform actions on behalf of and at the expense of the Seller to conclude and fulfill purchase and sale transactions for Products with Buyers.
- 3.2. GT, on behalf of the Seller, receives payment for the Products and transfers the proceeds from their sale to the Seller, taking into account the commercial terms of the Agreement. The execution of the instruction is determined by GT independently, except in cases provided for by the Agreement.

3.3. GT may also provide services to the Seller as stipulated by this Offer.

3.4. The Parties use the Trading Platform in accordance with the terms and conditions set forth in the Rules. The Seller is responsible for regularly reviewing the information posted on the Trading Platform and in their Personal Account.

#### **4. Sale of Products.**

4.1. The sale of Products can be carried out in one of the following ways:

- **Marketplace Method:** The Product, at the time of entering into a purchase and sale agreement with the Buyer, is located in the Seller's warehouse, with the transfer of the Product to GT for delivery to the Buyer. This method is ONLY applicable to Products NOT classified as «Services.» The delivery time for the Product will not be specified when the Buyer places an order but will be clarified after GT receives the Product from the Seller and sends it to the Buyer's email.

- **Showcase Method:** The sale of the Product directly from the Seller to the Buyer, without transferring the Product to GT. The sale of Products by the «Showcase Method» is subject to the separate consent of GT to execute the Agreement in this manner. This method is applicable to Products in the categories of «Goods» and «Services.».

4.2. In the case of the sale of «Goods» category Products by the «Showcase Method,» the Seller is obligated, at their own expense, to deliver such Products to the location selected by the Buyer during the order placement on the Trading Platform and within the delivery timeframe specified by the Buyer during order placement on the Trading Platform.

4.3. In the case of the sale of Products by the «Marketplace Method,» the Seller is obligated, at their own expense, to transfer the Product to GT for delivery to the Buyer within 72 hours from the moment the Buyer places an order on the Trading Platform.

4.4. If the Seller fails to meet the deadline for transferring the Product to GT as specified in section 4.3 of the Agreement, and the Buyer refuses to accept the Product, the Seller must pay GT a penalty as specified in the «Seller's Terms of Operation,» but not less than 100 euros per unit of the product.

4.5. The Seller is obligated to ensure that the Product, its packaging, and labeling comply with the requirements of the legislation of the country of presence and common sense at the time of transferring the Product to GT. In case of a breach, the Seller is responsible for the preservation of the Product until it is transferred to the Buyer.

4.6. The Seller must monitor the expiry date or service life of the Product and promptly initiate the removal of the Product Card from the Trading Platform. The Seller is considered to have breached this obligation if the Product with an expired expiry date or service life is transferred to the Buyer.

4.7. GT has the right to refuse to accept the Product and perform the instruction regarding the Product in the following cases:

- The Seller has violated the deadline for transferring the Product to GT (section 4.3);
- The Seller has not ensured that the Product complies with the requirements regarding its packaging and labeling (section 4.5);
- The Seller could not provide documents for the Product confirming its authenticity, quality, and rights to ownership of the Product.

4.8. In the event that GT carried out the delivery of the Product and the Buyer refused to accept it, such Product will be returned to the Seller at the Seller's expense. If the Product was returned by the Buyer due to defects, discrepancies with the description in the Product Card, or other reasons beyond GT's control, the Product will be returned to the Seller at the Seller's expense.

4.9. When transferring the Goods, the Parties are guided by the legislation of the country of presence, as well as common sense.

#### **5. Product Price, Reporting, and Settlements.**

5.1. The Seller independently sets and modifies the price of the Product on the Trading Platform. The Seller is allowed to offer discounts on the Product. Discounts agreed upon with the Seller are recognized as discounts set by the Seller. GT sells the Product at the price specified by the Seller on the Trading Platform at the time the Buyer places an order, taking into account any discounts set by the Seller

(hereinafter referred to as the «Seller's Retail Price»).

5.2. The Seller's Retail Price includes the cost of the Product, packaging and labeling, delivery, and other expenses of the Seller as provided for in this Agreement, as well as all applicable indirect taxes.

5.3. GT has the right to deviate from the Seller's price instructions without prior agreement with the Seller by applying its own discounts to the Seller's Retail Price.

5.4. If GT applies its own discounts to the Seller's Retail Price, such discounts do not reduce the price of the Product that GT is obliged to consider for calculating all payments due to the Seller, except for discounts previously agreed upon with the Seller. Therefore, in all cases, GT disburses to the Seller all payments due under this Agreement based on the Seller's Retail Price.

5.5. GT pays the Seller the applicable monetary funds within 5 (five) business days from the date the Seller requests such payment – by creating an electronic request in the Seller's Personal Account on the Trading Platform.

5.6. The available payment amount (taking into account all deductions according to the «Seller's Terms of Operation») is indicated on the Trading Platform in the Seller's Personal Account, considering the Seller's Product sales and obligations to GT as of the date it is displayed and is updated daily. The reporting period is a calendar month from the date of the Seller's registration of the Personal Account.

5.7. The Seller may provide motivated objections regarding the settlements using the functionality of the Personal Account. If the Seller does not provide motivated objections to the settlements by the 5th day of the month following the reporting month, the settlements for the reporting month are deemed agreed upon by both parties.

5.8. GT has the right to suspend the execution of obligations to pay monetary funds to the Seller in the following cases:

- If the Seller has not paid the Guarantee Deposit within 5 days after receiving a notice of payment from GT – until the violation is rectified without notifying the Seller of such suspension;
- If GT has initiated an examination of the Seller for possible unfair conduct or violations of the terms of the Agreement or applicable laws under the terms of the Agreement – for a period of up to 21 business days, with prior notification of the Seller through the Seller's Personal Account on the Trading Platform. GT has the right to suspend the execution of obligations in the manner provided for in this paragraph repeatedly.

GT has the right to repeatedly suspend the performance of its obligations in accordance with the provisions outlined in this section. If the Seller does not pass the examination, GT has the authority to block or delete the Seller's Personal Account. If the Seller's Personal Account remains inactive for 60 consecutive days, GT has the right to block or delete such a Personal Account. Deleting the Seller's Personal Account is considered an immediate termination of the Agreement if the Agreement was concluded before such deletion.

5.9. In the event that:

- GT refunded the Buyer for the Product,
- The Product was returned by the Buyer before payment, or
- the Buyer did not pay for the Product for reasons beyond GT's control,

GT lists such Product in the «Returns» section of the settlements (if the Product was previously listed as «Sold») and does not disburse monetary funds to the Seller for such Product. If GT has already disbursed monetary funds, GT has the right to withhold the amount in the same or subsequent reporting periods in accordance with section 6.6.

Payments under this Agreement shall be made in the local currency of the country of presence, unless a different currency is specified after the date. GT's payment obligations shall be considered fulfilled as of the date when the funds are debited from GT's bank account.

## **6. Seller's Compensation and Other Payments.**

6.1. The Seller undertakes to pay GT a fee for selling the Product on behalf of the Seller.

6.2. The Seller agrees to reimburse GT for the expenses incurred in carrying out the instructions for the sale of the Product.

6.3. In executing the instructions, GT provides services to the Seller, and the Seller agrees to pay for the organization of Product delivery to the Buyers and the return of the Product to the Seller in case of Buyer refusal.

6.4. GT's fee, reimbursable expenses by the Seller, the cost of services rendered, penalty amounts, and losses reimbursed by the Seller shall be deducted from the proceeds of the Product sales and are subject to payment to the Seller.

6.5. GT's fee, reimbursable expenses by the Seller, the cost of services rendered, penalty amounts, and losses reimbursed by the Seller shall be deducted from the proceeds of the Product sales and are subject to payment to the Seller.

6.6. GT's claims for payment amounts as stated in paragraph 6.4 shall be set off against the Seller's demand for the remittance of funds received for the Product at the time of specifying the amounts of such claims during settlement. Such offset occurs automatically without additional statements from either Party. As a result of such offset:

- If the Seller's claim amount was higher, GT shall remit the remaining amount after deductions in accordance with the Agreement (paragraph 5.7).
- If GT's claim amount was higher, the Seller shall pay the difference within 10 (ten) business days from the moment of accepting the settlement for the reporting month (paragraph 5.7.), or GT may make deductions from the remaining amount based on the next settlement for the following reporting period.

## **7. Other Terms of the Agreement.**

7.1. GT reserves the right to unilaterally make changes and/or amendments (hereinafter referred to as «Changes») to the Agreement.

7.2. Notification of Changes is published in the Seller's Personal Account in the form of news, indicating the nature of the Changes, the text of the Changes, or the text of the Agreement with the Changes incorporated.

7.3. The Agreement is indefinite. The Parties have the right to terminate it unilaterally by providing notice in the Seller's Personal Account, with a notice period of not less than 30 consecutive days. This provision does not cancel or modify the Parties' rights to terminate the Agreement without notice and immediately, as specified in this Offer.

## **8. Final Provisions.**

8.1. All correspondence between the parties, including notifications, claims, etc., shall be conducted exclusively through the feedback form in the Seller's Personal Account on the Trading Platform. Messages or documents delivered by any other means of communication shall be considered received by the other party only if copies are sent through the Trading Platform.

8.2. Each party has the right to partially terminate the Agreement. In this case, the Seller must accept and deliver the Product to GT within the specified GT timeframe. The Seller is not entitled to claim compensation for losses incurred due to GT's partial termination of the Agreement.

8.3. In case of any claims, demands, or lawsuits against GT by third parties related to:

- infringement of their exclusive rights due to the unlawful introduction of the Product into circulation, illegal use of trademarks owned by such third parties, or
- non-compliance of the Product with the requirements and warranties set forth in the Agreement or the legislation of the country of presence, or
- providing inaccurate/fake/ non-compliant with the requirements of the legislation of the country of presence / obtained in violation of the requirements of the legislation of the country of presence documents for the Product by the Seller, or violation of the term specified in the Agreement for providing documents by the Seller,

GT has the right to provide the claimant with information about the Seller, including the name, address, email address, and contact phone number, and the Seller undertakes to provide GT with the necessary assistance in settling such claims, demands, and lawsuits and to reimburse GT for all losses incurred by GT as a result of such claims, demands, and lawsuits, including, but not limited to, fines and compensations, and other amounts awarded by a court, claim, or complaint directly or indirectly related to such violation, within a period not exceeding 7 (seven) working days from the date of receiving a documentarily substantiated claim from GT.

8.4. GT shall not be liable for indirect losses or lost profits of the Seller or third parties, regardless of whether GT could foresee such losses.

8.5. The amount of fines imposed on the Seller in case of violation of the terms of the Agreement is specified in the "Seller's Commercial Terms".

8.6. The relations of the parties to the Agreement, related to its conclusion, execution, termination, and validity, shall be governed by the laws of the Kingdom of Morocco.

8.7. All disputes and disagreements arising between the Parties under the Agreement or in connection with it shall be resolved through pre-trial settlement. A claim against GT shall be submitted through the Seller's Personal Account. The other Party shall respond to the submitted claim within 30 (thirty) calendar days from the date of its receipt. The Parties may provide responses to claims by email, in accordance with the requirements of the Agreement. In case of failure to reach an agreement, the dispute shall be resolved in the court of the Kingdom of Morocco.

8.8. The Parties acknowledge and confirm that each of them has a zero-tolerance policy towards bribery and corruption, implying a complete prohibition of corrupt actions and payments for assistance/payment with the aim of simplifying formalities related to economic activities, ensuring quicker resolution of various issues. The Seller, its affiliated (related) persons, representatives, employees, or intermediaries directly or indirectly involved in the performance of the Seller's obligations shall not make, offer, or allow any payments or the transfer of any assets directly or indirectly to any person directly or indirectly related to GT to influence actions or decisions that have resulted or may result in providing the Seller with advantages compared to other counterparties, providing any guarantees, speeding up existing procedures, or other consequences that do not comply with the principles of transparency and openness in the relationship between the Parties.

8.9. If there is any conflict between the English version and another language version of this Agreement, the English version shall prevail.

8.10. GT declares that it is not responsible for the quality and completeness of the Products, as this is the direct responsibility of the Seller.

8.11. Integral parts of this Offer are:

- 1) Rules for using the Portal (pertaining to the Seller);
- 2) Product Return Procedure;
- 3) Seller's Commercial Terms;
- 4) List of Products prohibited from being listed on the Trading Platform;
- 5) List of countries where working with the Trading Platform is prohibited.