SELLER AGREEMENT

This Agreement between Seller and AGROMUKAM BD LTD ("**Agreement**") is made on 21st day of November 2026 ("**Effective Date**")

By and between

Company: AGROMUKAM BD LTD (www.agromukam.com) ("**Company**", "**we**", "**our**") and You ("**Seller**"), with respect to the licensing of certain rights in and to Seller's Service(s), product(s) or design(s) ("**Product**").

The domain name www.agromukam.com (hereinafter referred to as "Platform" or "Website") is owned by the Company and operates as an online e-commerce marketplace for the display, advertising, and sale of products by various Sellers to the end customers ("**Customers**") and provides related services to the Sellers and to the Customers/users of the Platform on behalf of the Sellers (as the Seller's service provider).

BY USING THIS WEBSITE AS A SERVICE ("SERVICE"), YOU DE-FACTO ARE LEGALLY BOUND BY THE FOLLOWING AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE SERVICE AND CONTACT THE COMPANY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS NOTICE, USING THE SERVICE INDICATES YOUR ACCEPTANCE OF THE TERMS OF THE AGREEMENT.

1. Background:

The Company shall act as Seller's service provider for providing various services in relation to the sale of its Products as agreed under this Agreement, and the use of the Platform for enabling the promotion/advertisement of it is Products ("**Services**").
"Product(s)" shall mean any and all goods and related services of the Seller for which Company makes available Company's Business to the Seller.

2. Products:

a) The Seller shall offer its Products to the Company for the purpose of sale by the Seller (Company or Seller) on the Platform.

b) Whereby the product is sourced/ purchased by the Seller from third-party suppliers/manufacturers ("**Suppliers**"). In the event the Seller purchases the Products from the Supplier, the Seller has furnished a no-objection certificate from the owner/manufacturer of the Products.

3. Services to be provided by the Company:

As part of the Services, the Company shall carry out the following functions for and on behalf of the Seller for consideration as agreed under the Seller Agreement.

a) Facilitation of Sale of Products through the Platform:

i. Information and assistance in relation to the listed Products and sales thereof,
i. Information in relation to the status of the order placed by Customers, and
ii. Operating a customer helpdesk for other inquiries in relation to Products and orders, customer complaints, and grievances.

b) The Seller agrees and undertakes to fully co-operate with the Company as reasonably required, in connection with any customer-service functions undertaken by the Company. Such services can be provided by the Seller either on its own or through the Suppliers, as the case may be.

c) The Seller authorizes the Company to place;

i. A description of the Seller (including but not limited to the description of Suppliers, where so directed by the Seller) and
ii. description of each of its Products (including but not limited to the technical description of the Products, brand name of the Product, the price of the Product, and any applicable warranty terms) on the Platform.
iii. The Seller rating is based on Seller performance and customer reviews.

4. Advertising

a) The Company shall advertise / display, on behalf of the Seller, the Products on the Platform based on the preference opted for by the Seller in the Seller Agreement.

5. Quality and Quantity Assurance:

a) Prior to the Product(s) being displayed/advertised on the Platform, the Seller shall, within 2 (two) business days, ensure the availability of the Products for servicing customer orders and provide the stock summary to be uploaded on the site ("Stock Statement").

b) Further provided that in the event that due to any reason the product(s) in respect of which the Stock Statement has been furnished become unavailable in the stated quantities, the Seller shall immediately, from such Product(s) or stated quantities thereof becoming unavailable, update the inventory on-site.

6. Ordering, Packaging, and Delivery:

a) The Platform will enable Customers to place orders for the Product(s) they wish to purchase on the Website.

b) Upon receiving the confirmation of the order by the Customer, the Company will update the details of the confirmation of the order on the internal Platform which the Company shall maintain for the Seller. The Seller hereby irrevocably confirms that upon receiving the confirmation of the order by the Customer in respect of any Product, the Seller shall bear delivery expenses, including shipping, return shipping, and external packaging to any location within the Seller's country, within 24 hours of the confirmed order being

received on the Platform. The Seller consented to the Company to use packing material and mutually agreed with the Company to package the Product and keep it ready for collection. The materials and collaterals to be used for the outermost package layer shall be provided by the Company.

c) The Seller shall ensure to provide all relevant authorizations in favour of the Company to facilitate aforesaid shipping of the relevant Products from the Seller to the Customers within 2 working days and 5 working days if Seller is overseas-based.

d) The Company may verify, on behalf of the Seller as a service provider, the consignment against the confirmed order placed by the relevant Customer, and such other Quality Parameters as may be reasonably required or specifically instructed. The company may also use its packaging for all final delivery to customers.

e) For the avoidance of doubt, it is hereby clarified and the Parties agree that by carrying out the quality assessment exercise on behalf of the Seller of the Products envisaged as above, the Company is not assuming any liability or responsibility for such exercise or arising in connection therewith.

f) The Seller shall ensure that the products dispatched are of the specifications ordered and there is no variation whatsoever. The necessary guarantee/warranty shall be provided by the Seller to the customer.

g) The Seller agrees to replace the defective products supplied to the customer at its own cost and shall not hold the Company responsible in any manner whatsoever.

h) The Company shall take all commercially reasonable steps to keep the Customer informed of any delays which may take place in the delivery of any Product.

i) If the product is received by the customer in a damaged condition, the Seller must be ready to give an exchange or full refund (in extreme cases).

j) If the product received is not as described or as in the image the Seller shall bear a partial refund or exchange.

7. Invoicing and Collection and Payments:

a) The Seller will generate, print, and issue an invoice for the purchased Product to the Customers from the Seller Platform provided by the Company. At times, the Invoice may contain some additional shipping or any other charges charged to the Customer based on the Company's policy from time to time. The Seller agrees to book the same in their books against which the Company will raise the debit note to the Seller for an equivalent amount resulting in no gain/ loss to the Seller.

b) The Sellers will bear the freight charges to the location within the Sellers' country as designated by the Company.

8. Payment Terms.

a) The Customers shall be given the choice to make payments for the purchase of the Product by way of online payments, or any other legal methods of payment as may be available on the Platform from time to time.

b) The payment of sale proceeds of the Products by the Company to the Seller shall be on a fortnightly basis. At the expiry of every 15 days, the Company shall remit to the Seller the sale proceeds of the Products which have been duly delivered to the Customers

during a relevant fortnight after deducting therefrom (i) the Company's Margin on the Products sold and delivered to the Customers as agreed in the Seller Agreement ("Margin"); (ii) any other costs incurred by the Company in relation to the provision of other Services, as agreed under the Seller Agreement (including without limitation the shipping charges, advertisement costs, etc.) and; (iii) all other amounts due and payable by the Seller to the Company on accordance with these Terms & Conditions and/or the Seller Agreement.

c) The Margin retained by the Company shall be subject to applicable withholding taxes (wherever applicable).

9. Commercial Terms

For providing the Services mentioned above the Seller will pay to Company a fee of 10% plus applicable taxes on the sales made by the Seller through the Website calculated on monthly basis.

Company reserves the right to amend the said fee overtime upon notifying the Sellers registered with the Website.

10. License to Make Use of Intellectual Property.

a) The Seller hereby grants to the Company for the Term a royalty-free irrevocable license to use its Intellectual Property for the purposes of providing the Services by the Company as contemplated hereunder.

b) In the event, the Seller sources the Products from any Supplier, the Seller shall obtain all applicable licenses and consents for the use of such Supplier's Intellectual Property in connection with the Product being sourced from such Supplier for the purposes of providing the Services by the Company, prior to the display/advertising of such Products on the Platform.

c) The term "Intellectual Property" shall mean and include logos, trade names, brand names, trademarks, copyrights, and other relevant intellectual property rights relevant to the advertisement and sale of the Products.

11. Confidentiality.

a) The Parties shall keep all negotiations confidential and maintain the contents of these Terms & Conditions together with the Seller Agreement in strict confidence and shall make no announcement or disclosure without the prior written approval of the other Party save in respect of (i) disclosures necessary to be made to each Party's consultants, advisors, employees/directors on a need-to-know basis and provided that such third parties are bound by obligations of confidentiality; and (ii) disclosures required by law.

12. Termination.

a) These Terms & Conditions shall become effective on the Effective Date as mentioned in the Seller Agreement and shall remain in force unless the Seller Agreement is terminated between the Parties in accordance with the terms hereof ("Term").
b) The Seller Agreement may be terminated by either Party in accordance with the following:

i. Upon material breach of these Terms & Conditions or Seller Agreement by either Party which is not cured within thirty (30) days of receipt of notification from the non-breaching Party, the non-breaching Party shall be free to terminate the Seller Agreement forthwith;
ii. Where any Party commits a material breach of the Terms & Conditions and in the reasonable opinion of the non-breaching Party, such breach is not capable of cure, the non-breaching Party shall not be obliged to provide a chance to cure the breach but shall be entitled to terminate the Seller Agreement forthwith.

Upon the date of termination of this Agreement, all legal obligations, rights, and duties arising out of this Agreement shall terminate except for such legal obligations, rights, and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

13. Intellectual Property Rights.

a) The Company shall own all rights to any intellectual property created by the Company under these Terms & Conditions, including material, designs, and graphics created and/or developed by the Company.
b) Subject to the provision contained herein, the Company owns and shall exclusively own all rights (including all intellectual property rights), title, and interest in respect of the Platform / Website.

14. Representation and Warranties of the Seller.

a) The Seller has all rights (including all Intellectual Property rights), approvals, and consents from any third parties (including Suppliers) required to enter into and perform the Seller Agreement together with Terms & Conditions and to supply and sell the Products as contemplated hereunder.
b) The Seller has procured all necessary registrations/permits as required under applicable laws for the sale of Products through the Platform (including without limitation registration under applicable laws pertaining to any tax of the relevant states). The Seller further represents that the Seller shall be solely responsible for collection and payment of applicable taxes with respect to the sale of the Products to the relevant government authorities in a timely manner and the Company shall not be responsible nor held liable for any non-compliance/contravention of applicable tax laws by the Seller. The Seller hereby agrees to keep the Company harmless and indemnified in this regard. The indemnity obligations of the Seller contained herein shall survive the termination of the Seller Agreement together with these Terms & Conditions.
c) The Seller has a valid, clear, and marketable title to all the Products being displayed,

advertised, and sold through the Platform under the terms of the Seller Agreement.

d) All the Products are genuine, saleable, marketable and of the quality and nature as described by the Seller to the Company and displayed on the Platform. The Products are genuine, new, and are not counterfeit products.

e) The Seller has valid, clear, and full rights/entitlement to use the trademarks, designs, copyrights of or related to the Products or its packaging used in connection with the display and advertising of the Products by the Company. The Company has valid clear and full rights/entitlement to use the trademarks, designs, and copyrights of or related to the Products on Company packaging during delivery to customers.

15. Indemnity.

a) The Seller indemnifies and shall hold indemnified the Company, its partners, officers, employees, representatives, agents from and against all losses, damages, claims, suits, legal proceedings, and otherwise howsoever arising from or in connection with any claim including but not limited to claim for any infringement of any intellectual property rights or any other rights of any third party or law, concerning quality, quantity and any claim in relation to the Seller's product, the breach of any of the Seller's warranties, representations or undertakings or in relation to the non-fulfillment of any of its obligations under this Agreement or arising out of the Seller infringing any applicable laws, regulations including but not limited to Intellectual Property Rights, state and federal taxes. The Standards of Weights & Measures legislation, Excise and Import duties, etc. For the purpose of this clause reference to the Company shall also include the Mobile Operators and such other agencies through whom the Company shall make the Platform available to the Customers.

b) This article shall survive the termination or expiration of this Agreement.

16. Limitation of Liability.

a) In no event shall either Party be liable to the other Party for any incidental, indirect, remote special, consequential or punitive damages, loss of goodwill, or business profits, regardless of the nature of the claim, even if such Party knew or should have known of the possibility of such damages or claims. The company's total liability (including for its indemnity obligations), whether in contract, tort, or otherwise, arising out of or in connection with the Seller Agreement or Terms & Conditions shall not exceed the total Margin received by the Company in the preceding 6 months under the Seller Agreement.

17. General Clauses.

a) The Parties hereby agree that for the purposes of providing the Services and carrying out related functions in accordance with the provisions of Terms & Conditions, the Company is hereby authorized as the agent of the Seller to act in accordance with the terms herein and other instructions of the Seller.

b) These Terms & Conditions together with the Seller Agreement are the complete and binding agreement of the Parties with respect to the subject matter hereof.

c) These Terms & Conditions are applicable for all Sellers and may be modified by the

Company from time to time with prior intimation to the Sellers. Sellers hereby agree to be bound by such amended Terms & Conditions, as may be notified by the Company.

d) The Seller shall not assign or sub-contract any of its rights, obligations, or responsibilities under the Seller Agreement or Terms & Conditions without the prior written consent of the Company.

e) The Parties agree that having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties. If any such covenant is held to be void as going beyond what is reasonable in all the circumstances but would be valid if amended as to scope or duration or both, the covenant shall apply with such minimum modifications regarding its scope and duration as may be necessary to make it valid and effective.

f) If any provision of these Terms & Conditions is held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions contained herein.

g) Except as expressly provided in this Terms & Conditions, no waiver of any provision shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Terms & Conditions shall operate as a waiver thereof.

h) Each Party shall co-operate with the other Party and execute and deliver to the other Party such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence, and confirm their rights hereunder and the intended purpose of these Terms & Conditions and to ensure the complete and prompt fulfillment, observance and performance of the provisions contained herein and generally that full effect is given to the provisions of the Seller Agreement together with the Terms & Conditions.

18. Governing Law and Jurisdiction.

a) These Terms and Conditions together with the Seller Agreement shall be read and construed in accordance with the laws of Bangladesh. All disputes arising out of or in relation to these Terms and Conditions and/or the Seller Agreement shall be subject to the exclusive jurisdiction of applicable courts in Dhaka.