



**Bemodo Shop, LLC**  
**BemodoShop.com**  
**VENDOR TERMS AND CONDITIONS**

Welcome to BEMODO Shop, LLC's (each and collectively, "BEMODO", "BEMODO Shop", "we", "us" or "our") online Shopping portal BemodoShop.com ("BEMODO Shop"). This Agreement will outline the rules governing Vendors that would like to sell their Products on the BEMODO Shop, and the Products that can be listed in the BEMODO Shop.

Any person or entity ("Vendor", "you" or "your") who wants to sell Products (as defined in Section 1) on the Bemodo Shop must accept these Vendor Terms and Conditions ("Agreement") without change.

BY LISTING YOUR PRODUCTS IN THE BEMODO SHOP, YOU (1) ON BEHALF OF YOURSELF AND THE ENTITY THAT YOU REPRESENT, AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE; AND (2) REPRESENT AND WARRANT THAT YOU ARE EXPRESSLY AUTHORIZED TO BIND VENDOR TO THIS AGREEMENT.

This Agreement governs the approval process for a Vendor that wishes to list on the Bemodo Shop, the approval process for Products the Vendor wishes to sell on the Bemodo Shop, the order process for selling a Product to a Bemodo Shop Customer, and the process for a Customer requesting a return or refund. This Agreement also outlines the liability taken by the Vendor and BEMODO through the sale of Products on the Bemodo Shop.

**1. Definitions**

- a. **Vendor.** Any entity or person that wishes to sell Products on Bemodo Shop.
- b. **Product.** Can be any tangible, digital, or electronic product or service that will be offered to Bemodo Shop customers for purchase.
- c. **Proprietary Product.** Any Product that you manufacture or create within your entity.

- d. **Affiliate.** A person or entity that is associated with BEMODO who receives commissions based upon Product sales on the Bemodo Shop.
- e. **Counterfeit Product.** Any Product that displays or contains a name, trademark, likeness, or copyright for which the Vendor does not hold the ownership or license to sell said Product.
- f. **Seller of Record.** Indicates that the Vendor is responsible for recording the entire sale of Products on the Bemodo Shop on their records and in their accounting reporting. This also indicates the Vendor is responsible for paying all applicable Sales and VAT taxes to the governing authorities.

## 2. Seller of Record

- a. The Vendor agrees that for each sale of a Product they have listed on the Bemodo Shop, that they are the Seller of Record (“SOR”) for that transaction.
- b. They will record the entire Customer purchase as revenue on their books.
- c. They will be responsible for sales tax -- Bemodo will calculate and collect the correct amount for taxes based on the location of the Customer and the Vendor, but the Vendor must remit and file with the taxing authority associated with that transaction. BEMODO may deduct or withhold any taxes from payments made to the Vendor that we may be legally obligated to pay. The Vendor will provide us with any forms, documents, or certifications required for us to satisfy any information reporting or withholding tax obligations with respect to any purchases or payments under this Agreement.
- d. The Vendor will set the pricing for all Products they list in the Bemodo Shop.
- e. The Vendor bears all liability and risk concerning the Products they list in the Bemodo Shop.

## 3. Vendor Signup and Approval

- a. **Vendor Application**
  - i. The Vendor will be required to fully complete a Vendor Application form. This form will be used by BEMODO to do due diligence on the Vendor and verify the veracity of the application of the Vendor and their Product Listing. BEMODO reserves the right to refuse to allow a Vendor to list products on Bemodo Shop, or to refuse to allow a Product to be listed, for any reason

whether listed in this Agreement or not. The due diligence done by BEMODO could include:

1. Completion of a KYC process.
2. A Credit Check with an authorized credit bureau
3. A pull of Dunn and Bradstreet records concerning the Vendor.
4. Verify good standing with the BBB.
5. A review of company and product reputation by BEMODO

**b. Insurance**

- i. The Vendor will obtain and maintain, at their expense, commercial general liability insurance coverage which must include product liability coverage on all products listed in the Bemodo Shop, with coverage of at least \$1 million US dollars per occurrence plus Umbrella coverage of at least an additional \$1 million US dollars. The insurance must be obtained from a reputable and licensed insurance company in the United States that is acceptable to BEMODO, with approval not to be unreasonably withheld.
- ii. You must maintain your insurance coverage on the Products sold on Bemodo Shop for 12-month after the last Product is listed on the Bemodo Shop by the Vendor.
- iii. However, if the Products listed by the Vendor include any Proprietary Products (as defined in Provision 3 below), then the limits of your insurance coverage will be at least \$20 million US dollars per occurrence and \$20 million US dollars aggregate. If any Proprietary Products are intended for bodily consumption, then any fungi/mold or similar exclusion on the policy must contain the following or substantially similar language: "This exclusion does not apply to any fungi or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption."
- iv. Your required minimum limits of insurance may be satisfied by any combination of primary and excess/umbrella liability insurance policies.
- v. You will name "BEMODO Shop, LLC and their respective officers, directors, employees, and agents" as additional insureds on each insurance policy required by this Provision.

- vi. Each of these insurance policy coverages will be on a primary basis with any insurance maintained by BEMODO being secondary coverage and excess to all insurance maintained by you.
  - vii. You will provide us with 30 days' advance notice of cancellation, significant modification, or expiration of each policy.
  - viii. Upon consummation of this agreement, and upon future request, you will provide a certificate of insurance and a copy of any applicable endorsement evidencing our additional insured status for each insurance policy required by this Provision to BEMODO Shop's Risk Management via email at [vendorservices@Bemodo.com](mailto:vendorservices@Bemodo.com).
  - ix. Our approval of your insurance does not relieve you of any obligations, including but not limited to your defense and indemnity obligations, even for claims over your policy limits. If you fail to perform any of your obligations in this Provision, we may withhold payments owed to you until you meet these obligations.
- c. **Vendor Defense and Indemnification.** You will defend, indemnify, and hold harmless BEMODO, its affiliated companies, and their respective officers, directors, employees, and agents (the "BEMODO Shop Parties") against any third party claim, liability, loss, damage, cost or expense (including reasonable legal fees) (each, a "Claim", and collectively, the "Claims") incurred by any BEMODO Shop Party arising from or relating to: (a) any death of or injury to any person, damage to any property or any other damage or loss related to any Product; (b) any Product recall or safety alert; (c) any infringement or misappropriation of any third party rights, including intellectual property rights, by any Product, Product Information, or other content you provide to us; (d) your negligence or intentional misconduct; (e) your breach of this Agreement; (f) any Product-related issue for which you or we are strictly liable; or (g) your failure to state accurate Product Information, or to promptly provide accurate Product Safety Information upon our reasonable request. However, with respect to the foregoing indemnity obligations, you will not be obligated to indemnify BEMODO Shop Parties to the proportional extent the liability for a Claim is caused by the negligence or intentional misconduct of a BEMODO Shop Party as determined by a final, non-appealable order of a court having jurisdiction. You will not consent to the entry of a judgment or settle any Claim without the BEMODO Shop Parties' prior written consent, which may not be unreasonably withheld. You will use counsel reasonably satisfactory to the BEMODO Shop LLC Parties, and the BEMODO Shop LLC Parties will cooperate in the defense at your expense. If any BEMODO Shop Party reasonably determines that any Claim might have an adverse effect, that BEMODO Shop Party may take control of the defense at its expense (without limiting your

indemnification obligations). Your obligations under this section are independent of your other obligations under this Agreement.

**d. Endorsement and Affiliation**

- i. The acceptance of a Vendor or the listing of a Product on the Bemodo Shop does not constitute and endorsement of the Vendor or the Product by BEMODO. The Vendor is forbidden from claiming any endorsement by BEMODO.
- ii. The Vendor is not affiliated with BEMODO except thru the Terms and Conditions of this contract. The Vendor cannot make any claim of affiliation, partnership, or any other association with BEMODO.

- e. **Annual Recertification.** BEMODO, at its own discretion, may require a Vendor to undergo an annual recertification. This recertification could include requiring some records from the Vendor concerning their operations, and new verifications of a KYC, Credit Check, and any other verification as deemed relevant by BEMODO.

**4. Product Approval.** Vendor shall provide BEMODO an entire list of all products it seeks to market on the Bemodo Shop with the following detailed information for approval by BEMODO at its sole and separate discretion:

- a. Once a Vendor has been approved, the Vendor will need to complete a BEMODO SHOP PRODUCT LISTING form for each individual product that they will sell on the Bemodo Shop. This form will define the product to be sold including size, packaging, description, images, pricing, commissionable points, and all other relevant information needed for the product to be listed on Bemodo Shop. Once completed this form will need to be submitted to and approved by BEMODO.
- b. By signing this Agreement, you are affirming that you have the right to promote and sell the Product/s in each the country listed.
- c. The Vendor must be able to provide proof of ownership of products, trademarks, formulas, copyrights, and patents for all products they desire to be sold on Bemodo Shop. Vendor represents and warrants that it has full right, ownership, or license without restriction with respect to use of product/service trademarks whether such are registered in any legal jurisdiction or common law rights to such. Vendor agrees to hold harmless and indemnify BEMODO against any such violations as well as any costs incurred by such violation. In absence of ownership, the Vendor must be able to provide a license to market and sell the products the Vendor desires to sell on Bemodo Shop that was issued by the owner.

- d. **The vendor must be able to supply BEMODO with all related Product information concerning:**
- i. safety, compliance, industry standards or testing related to your Products (“Product Safety Information”).
  - ii. Verification that the product meets all governing authority regulations concerning the Product.
  - iii. Provide any required Product registration required by law.
  - iv. Provide documentation that proves the product labeling conforms with all governing regulations.
- e. **Sample Products.** Bemodo may require that the vendor send Product and Packaging samples of all products the Vendor desires to sell on Bemodo Shop. Samples must be representative of the Product the Vendor would sell to the customers on Bemodo Shop in quality of materials and packaging.
- f. **Product Images/Information.** On an ongoing basis, you will provide us, free of charge, all current Product information, including electronic images and any Product information or warnings required by law to be disclosed in any sale or advertisement of the Product (“Product Information”). You grant BEMODO a non-exclusive, worldwide, perpetual, irrevocable and royalty-free license to: (a) use, copy, display, perform, and distribute the Product Information on or in connection with any online or offline point of presence, mobile application, service, or feature; (b) excerpt, reformat, adapt or otherwise create derivative works of the Product Information; (c) and use all trademarks or trade names included in the Product Information.
- g. **Countries.** Vendor shall provide a list to BEMODO of all countries currently buying Vendor products/services as well as countries Vendor plans to open to the consumer market. Vendor must be able to provide validation to BEMODO that the product is legal to sell in each country the Vendor intends to market the product.
- h. **Product Warranty.** All warranties on the product in the Product listing on Bemodo Shop or on the labeling of the product are enforceable by the customer against the Vendor – BEMODO has no liability for any warranty claims concerning the Product.
- i. **Vendor Product Listing information on the Bemodo Shop must be:**
- i. Legal
  - ii. Truthful

- iii. Not deceptive or misleading
- iv. Not violate any IP held by another person or company
- v. Cannot be offensive or contain vulgar language
- vi. Cannot use the likeness or image of any other company or person without their express written permission (must be supplied to BEMODO).

**j. Prohibited Products on the Bemodo Shop**

- i. Stolen Goods
- ii. Anything illegal in the country of origin or where it is sold. Any goods or services that encourage, promote, facilitate, or instruct others to engage in illegal activity.
- iii. Anything used or refurbished unless listed as such on the website and labeled as such.
- iv. Anything that is counterfeit – the product is manufactured by someone other than the company that holds the rights to manufacture and sell the product.
- v. No marijuana or recreational drug products of any type including accessories for the use of any recreational drug.
- vi. No controlled substances, Alcohol, or prescription drugs.
- vii. No weapons or ammunition.
- viii. No pornography (the definition of pornography is strictly at the decision of BEMODO).
- ix. No violent or offensive content (the definition of violent or offensive is strictly at the decision of BEMODO).
- x. No Products will be allowed that are regulated as a hazardous or dangerous product or material, except as expressly permitted under applicable Program Policies or you disclose to us and we consent to in writing in advance of listing the Product on Bemodo Shop.

- xi. No financial services or products including currency exchange. No currency, coins, cash equivalents, or gift cards.
  - xii. No live animals or human body parts, fluids, or remains.
  - xiii. Items that include computer viruses, worms, trojan horses, dishonest adware, crimeware, unauthorized rootkits, and other malicious and/or illegal software.
  - xiv. No fine art.
  - xv. No automotive or powersports units.
  - xvi. Composite wood products
  - xvii. Any other product that BEMODO deems inappropriate for listing on Bemodo Shop at the sole discretion of BEMODO.
- k. **Product Guarantees and Warranties.** The Vendor represents, warrants, and covenants on an ongoing basis that:
- i. The Products they list are genuine and free from defects.
  - ii. All materials and other items incorporated into the Products are new (not refurbished or reconditioned) unless you have received our prior written consent otherwise and the product is listed as used or refurbished.
  - iii. The Product Information, Product Safety Information, packaging, and labeling is true, accurate, complete and meets all government regulations.
  - iv. The Products, Product Information, and our exercise of our license rights in this Agreement, will not violate any third-party rights, including intellectual property rights.
  - v. The Products may be lawfully marketed, stored, sold, distributed, and disposed of without restriction (e.g., no required disclosures, licenses, or registrations) other than any specific restrictions or prohibitions you disclose, and we consent to in writing in advance of shipment to us, and you will notify BEMODO Shop in writing of all customer requirements that are required under applicable law for Country-Only Products identified by you.
  - vi. The Products were produced, manufactured, assembled, and packaged in compliance with all applicable labor, wage, and hour laws and rules (including the U.S. Fair Labor Standards Act, if applicable), and no Products were

produced, manufactured, assembled, or packaged by forced, prison or child labor (defined as age 15 or the minimum working age within the applicable jurisdiction, whichever is older).

- vii. The country of origin of the Products is not subject to U.S. or other applicable government sanctions that prohibit the importation of products from such country at the time of import.
- viii. You and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party.
- l. **Recall or Safety Alert.** You will provide us with immediate written notice of any Product recall or safety alert. You are responsible for costs we incur in a recall or safety alert and for providing any required notices, information, and documents to applicable authorities or that are otherwise necessary for carrying out the recall or safety alert.
- m. **Textile Fiber, Fur Products, and Wool Products.** If you provide any Product to us that are subject to the requirements of the U.S. Textile Fiber Products Identification Act, the U.S. Fur Products Labeling Act, or the U.S. Wool Products Labeling Act, then you will provide to us the following continuing guaranty:
  - 1. You guarantee that all textile fiber, fur, or wool Products now being sold, or which may hereafter be sold or delivered to customers on Bemodo Shop are not, and will not be misbranded, nor deceptively advertised or invoiced under the provisions of the U.S. Textile Fiber Products Identification Act, the U.S. Fur Products Labeling Act, the U.S. Wool Products Labeling Act, and the rules and regulations under any of these acts. You acknowledge that furnishing a false guaranty is an unlawful, unfair and deceptive act or practice pursuant to the U.S. Federal Trade Commission Act and certify that you will actively monitor and ensure compliance with the U.S. Textile Fiber Products Identification Act, the U.S. Fur Products Labeling Act, the U.S. Wool Products Labeling Act and the rules and regulations under any of these acts during the duration of this guaranty.
- n. **Pesticides.** If you sell, have sold or otherwise provide any Product that is a “pesticide” or other product regulated under the U.S. Federal Insecticide, Fungicide, and Rodenticide Act (“FIFRA”) or its implementing regulations, then you provide to us the following continuing guaranty that:
  - 1. (a) you are a resident of the United States and your current U.S. mailing address is as indicated in your vendor account information;

and (b) the pesticides and other FIFRA regulated products comprising each sale, shipment or other delivery made previously or hereafter are: (i) lawfully registered with the U.S. Environmental Protection Agency at the time of sale, shipment or delivery, or fully qualified for a specific exemption from the FIFRA registration requirements at the time of sale, shipment or delivery, (ii) compliant with all requirements of FIFRA and its implementing regulations at the time of sale, shipment or delivery, and (iii) provided by you in the original, unbroken packaging.

o. **US Federal Food, Drug and Cosmetic Act.** If you sell any Product that is subject to the requirements of the U.S. Federal Food, Drug and Cosmetic Act, then you provide to us the following continuing guaranty:

1. All food, drug, medical device and cosmetic Products comprising each shipment or other delivery previously or hereafter made by or on behalf of you are hereby guaranteed, as of the date of such shipment or delivery, to be, on such date, not adulterated or misbranded within the meaning of the U.S. Federal Food, Drug, and Cosmetic Act ("FFDCA"), and not an article which may not, under the provisions of section 404, 505, or 512 of the FFDCA, be introduced into interstate commerce.

p. **Diamonds.** If you sell, have sold, or otherwise provide any Product that is, or includes, a diamond, then you provide to us the following continuing guaranty:

1. You guarantee that (a) all diamonds now being sold or which may hereafter be sold or delivered to us have been handled in accordance with the provisions of the U.S. Clean Diamond Trade Act, the Kimberly Process Certification Scheme (as such term is defined in the U.S. Clean Diamond Trade Act), and all other applicable laws, rules and regulations, and (b) you will purchase diamonds only from importers who comply with the U.S. Clean Diamond Trade Act, the Kimberly Process Certification Scheme, and who have obtained a Kimberley Process Certificate (as such term is defined in the U.S. Clean Diamond Trade Act). Further, upon request, you will provide us with a copy of the Kimberly Process Certificate(s) for any of your importers.

q. **US Bank Secrecy Act.** If you sell, have sold, or otherwise provide any Product that is a "covered good," as such term is defined in the U.S. Bank Secrecy Act or its implementing regulations, then you provide to us the following continuing guaranty:

1. You guarantee that you are either (a) a Dealer (as such term is defined in 31 C.F.R. 1027.100) and maintain a written anti-money laundering program that complies with 31 C.F.R. 1027.210, or (b) eligible for the retailer exemption from the definition of Dealer pursuant to 31 CFR 1027.100(b)(2)(i) and, therefore, you are not required to maintain an anti-money laundering program.
- r. **California Proposition 65.** If you provide Products that require a warning under California Health and Safety Code Section 25249.6 (a Proposition 65 warning), then you must comply with this section for those Products that apply. For each Product that requires a Proposition 65 Warning, you (a) will provide us with such warning in the manner specified in our California Proposition 65 Program Policy, (b) agree that our display of a Proposition 65 Warning on a Product detail page is confirmation of our receipt of that warning, and (c) will only revise or remove a Proposition 65 Warning for a Product when the warning is no longer legally required.

## 5. Order Processing

- a. All Orders received on Bemodo Shop for a Product listed by a Vendor will be sent to the Vendor by one of two methods: Manual or Automated. How this process is to be best completed will be decided by the Vendor and BEMODO teams based on number of orders expected, actual order volume, system considerations, and any other factor that could affect the cost or effectiveness of this process.
  - i. If the Vendor is a MANUAL PROCESSING Vendor, then BEMODO will send the Vendor the Order information via email. All correspondence related to fulfilling the Order will likewise be sent via email.
  - ii. If the Vendor is an AUTOMATED PROCESSING Vendor, then BEMODO will send the Vendor all Order information electronically via a process that will be setup and tested by the Vendor and BEMODO. All correspondence related to fulfilling the Order will likewise be sent via electronic methods.

### b. Order Acknowledgement

- i. Once the Order has been sent to the Vendor, the Vendor needs to respond with an Order Acknowledgement to BEMODO within 2 hours. If the Order was sent after business hours, or in the last 2 hours of a business day then the Acknowledgement must be sent to BEMODO within 2 hours of the start of the subsequent business day.
- ii. IF the Order is rejected by the Vendor, the Vendor must clearly indicate this to BEMODO along with the reason for the rejection.

**c. Order Fulfillment**

- i. It is the Vendors responsibility to ship the Product(s) to the customer within 2 business days of receiving the order. EXAMPLE: if you receive the order on Wednesday January 20th that is day one. You must ship by the end of day Thursday January 21, which is the 2nd business day. All weekends and national holidays will not be included as business days.
- ii. Once the Order has been fulfilled the Vendor must notify BEMODO that the Order is fulfilled and send the Tracking number for the package to BEMODO.
- iii. Any problems with Vendor or their shipping partner not being able to complete the order in 2 days (weather, Act of God, national emergency, etc.) needs to be reported to BEMODO and the Customer the day the problem is discovered.

**d. Shipping**

- i. The Vendor is responsible for selecting, managing, and paying for the transportation of products from the Vendor to the Customer.
- ii. Except to the extent that we agree in writing otherwise, you or your designated agent will be the importer or exporter of record, as applicable, on all cross-border transfers, returns, and other shipments of Products between you and the customer, and will not list BEMODO as the importer or exporter on any import, export or other customs documentation, and will ensure that all cross-border transfers, Product returns and other shipments comply with all import, export, and other applicable laws and regulations. Under no circumstances will BEMODO be the exporter of record for cross border shipments of Products from you to the customer. As the importer and exporter of record, you or your designated agent will be responsible for payment of any taxes, duties or fees, and will be responsible for all required recordkeeping, registration, reporting, and licensing. We will incur no liability arising from any assistance we provide in preparing any documentation or otherwise.
- iii. All Order Incidents arising from issues with the Company selected by the Vendor to transport their Products to the Customer will be incurred by the Vendor and deducted from their BEMODO Payment. The Vendor will need to seek remuneration from the transportation company if the problem is not the fault of the Vendor. BEMODO will assist the Vendor if needed in any chargeback situations but will bear no risk or responsibility for the failure of

the transportation company to properly deliver the Product to the Customer or the costs incurred by any failure on the part of the transportation company.

- iv. The Vendor is responsible for sending the Tracking number both to the Customer and to BEMODO as soon as it is shipped.

**e. Standard and Expedited Shipping**

- i. It is expected that all Products will be delivered by standard ground delivery, but that the company should be able to deliver the product to the customer within 5-10 days depending on the geography of the delivery. The Bemodo Shop lists all products as having FREE standard delivery, but this cost is borne by the Vendor alone.
- ii. If you wish to offer BEMODO customers an expedited delivery option, this program will need to be negotiated separately with BEMODO.

**f. Substitutions or Order Changes**

- i. The Vendor may not substitute Products on an Order.
- ii. The Vendor may not consolidate or modify an Order.
- iii. If the Customer desires to change or cancel an Order prior to shipping, BEMODO will notify the Vendor to see if the Order may be modified. If the Vendor can change the Order, the Vendor will stop the original order and wait for BEMODO to send the new Order. BEMODO may modify or cancel POs without penalty before you deliver Products to the carrier.

**g. Order Packaging**

- i. All Bemodo Shop orders should be shipped in standard shipping packaging that is presentable and appealing to the Customer.
- ii. While BEMODO does not ask for any co-branding on the Product or the Packaging, it may require an insert in the package sent that will be co-branded.

- h. **Order Completion.** Once the shipping company notifies the Vendor that the package has been delivered to the Customer, the Vendor will notify BEMODO that the Order is Complete. This begins the 7-day waiting period till payment of the Vendor by BEMODO (see the Payments section of this Agreement).

**i. Order Incidents**

**i. Returns**

1. If the customer desires to return a product within the allowed return timeframe, BEMODO will refund the customer their entire purchase price.
2. If the Vendor indicates on the Product Listing Form that they want the Customer to return any unwanted product, then the Vendor is wholly responsible for the return shipping.

**ii. Damaged Product**

1. The Customer is required to notify BEMODO of any damaged product within 7-days.
2. If the Customer requires a replacement, a Replacement Order will be issued by BEMODO to the Vendor. All Replacement Orders will be at no cost to the Customer and BEMODO, the Vendor bears the expense of the Replacement Order.
3. If the Customer desires a refund, BEMODO will refund 100% of the purchase price to the customer and will not pay the Vendor for that Order.

**j. Chargebacks**

- i. If the customer for any reason performs a chargeback with the Merchant Services company, BEMODO will attempt to have the Chargeback voided. If BEMODO is not successful in having the Chargeback reversed:
  1. If the Chargeback is determined to be Criminal Fraud, BEMODO will still pay the Vendor for that Order.
  2. However, if the Chargeback is determined to be because of a problem with the Order (wrong product, not delivered, etc.) BEMODO will charge the Vendor for the entire amount of the Chargeback on their next Payment.

**k. Refunds**

- i. If the Customer desires a refund that is granted by the BEMODO Member Services Team, the Order for that Refund will not be paid to the Vendor.

- ii. If the Vendor requires their product to be returned, they will need to indicate that on the Product Listing Form and they will be responsible for any return shipping charges.
- I. **Recourse for violations.** Any time that the Vendor does not adhere to the Terms and Conditions in this agreement for an Order, BEMODO may withhold payment for that order up to the full price of the order. BEMODO may also access penalty fees if the Vendor violates any provision in this Agreement on an Order or Product.

## 6. Payment

### a. Vendor Payment

- i. All Orders that have been received by the Customer successfully with no Incident will be declared as Completed after a 14-day waiting period.
  - ii. Every month on the 15th, BEMODO will release a payment to the Vendor covering all Completed orders through the previous month.
  - iii. Any Order that has an open Incident will not be declared as Completed until the Incident is fully resolved with the Customer. As such, the Order will not be paid to the Vendor until all open Incidents on the Order have been resolved.
  - iv. If the Vendor does not dispute the amount paid (including penalties or amounts we withhold or setoff) within 60 days after such payment is made to the Vendor, the payment amount will become final for all Orders included in that Payment and the Vendor may not challenge or otherwise object to such payment amount.
- b. **Amount of Payment.** Bemodo will remit the pre-determined amount for each product to the vendor plus any charged shipping or fees. The amount and any applicable fees will be determined by the Product Setup Form.

7. **Limitation of Liability.** NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, EXCEPT FOR THOSE ARISING IN CONNECTION WITH YOUR DEFENSE AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR THOSE PENALTIES ACCESSED UNDER PROVISION 5-I FOR THE VENDOR'S INABILITY TO PROPERLY PROCESS ORDERS.

## 8. Data Ownership and Confidential Information

- a. **Customer Data.** BEMODO owns all data on an order related to the customer and only shares the data with the Vendor for the purposes of Order fulfillment. At no time may the Vendor, independently from BEMODO, market any products, their own or any products from other companies, to the Customer.
- b. **Data Security and Breach Procedures**
  - i. The Vendor agrees to hold all data regarding the Customer and Order sent to the Vendor from the Bemodo Shop as confidential and may not disclose any of the data regarding the Customer or the Order to any other person or business without the express written consent of BEMODO.
  - ii. If the Vendor experiences a Data Breach and Bemodo Shop Customer and Order data has been taken by another person or entity, the Vendor must notify BEMODO in writing of the breach and its extent within 10 days of the Vendor knowing about the breach.
- c. **Confidential Information; Publicity.** You will, and will cause your affiliates and employees to, (a) protect and not disclose information that is identified as confidential or that reasonably should be considered confidential to us; (b) use this information only to fulfill your obligations under this Agreement; and (c) promptly return to us or destroy this information when this Agreement terminates. This Section 8 covers all confidential information regardless of when you receive it. You will not, without our prior written agreement, use any trademark, service mark, commercial symbol, or other proprietary right of BEMODO Shop, BEMODO Travel LLC, or BEMODO Life OU, issue press releases or other publicity relating to BEMODO Shop or this Agreement, or refer to BEMODO in promotional materials. If we authorize you to use any of our trademarks, you will comply with any Program Policies related to such use, including any trademark guidelines.

## 9. Miscellaneous

- a. **Choice of Law; Dispute Resolution:** This Agreement is governed by the U.S. Federal Arbitration Act, applicable U.S. federal law, and the State of Idaho, county of Ada law, without reference to any applicable conflict of laws rules, the Convention on Contracts for the International Sale of Goods, or any local laws implementing the Convention on Contracts for the International Sale of Goods in any jurisdiction where the Products are sold. **Any dispute arising out of this Agreement will be resolved by binding arbitration, rather than in court.** There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court

(including injunctive and declaratory relief or statutory damages) and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Legal Claims, 3405 East Overland Road, Suite 260, Meridian, Idaho 83642. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Commercial Arbitration Rules. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Arbitration conducted in person will be in Ada County, Idaho or at another mutually agreed location; however, you may choose to have the arbitration conducted by telephone or based on written submissions. **The VENDOR and BEMODO each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration, you and we each waive any right to a jury trial. You and we also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

- b. **Assignment of Agreement.** The Vendor may not assign this Agreement, or any obligation or right (including any right to payment) in the Agreement, to any party without BEMODO's prior written consent.
  
- c. **Failure to Enforce**
  - i. The parties' rights and remedies under this Agreement are cumulative. Either Party's failure to enforce any provision will not be a waiver of the party's rights to subsequently enforce that or any other provision.
  
  - ii. If any provision is held to be invalid, then that provision will be modified to the extent necessary to make it enforceable, and any invalidity will not affect the remaining provisions of the Agreement.
  
- d. **Agreement Conflict.** To the extent there is a conflict between this Agreement, the Program Policies, any Additional Terms or an Order, the conflict will be resolved by giving precedence in the order specified in such documents, or if not specified, the following order: this Agreement, Product Listing Form, the Program Policies, the applicable Additional Terms, and the applicable Order.
  
- e. **Entire Agreement & English Version Precedence**
  - i. This Agreement, including the Program Policies and any Additional Terms, is the entire agreement between BEMODO Shop and Vendor for the purchase and sale of Products, and supersedes all prior agreements and discussions.

- ii. The parties expressly agree that this English language version of this Agreement (including all Program Policies, Additional Terms, and additional terms incorporated by reference or otherwise relating to this Agreement) is definitive and that in the event of any dispute or controversy as to the proper interpretation and construction of this Agreement, the English version will prevail. Any versions provided in other languages are for reference purposes only.
  
- iii. You may use standard business forms or other communications (such as invoices, confirmations, or shipping documents), but use of these forms is for convenience only and will not alter or supersede the provisions of this Agreement, any of our Program Policies, Additional Terms, or Orders.

## **10. Termination**

- a. Either party may terminate this Agreement with 60 days' prior written notice.
- b. Regardless of any termination, the Vendor must fulfill all Orders you accept before the effective date of termination.
- c. All parts of this Agreement including but not limited to warranties, liability, covenants, indemnifications, limitations of liability, remedies, and data covenants will survive termination of this Agreement.
- d. We may either withhold and setoff, or demand payment of, any sums you owe, or could owe BEMODO at the Termination of this Agreement. This provision may include a setoff of funds paid to the Vendor by BEMODO until all possible returns or refund timeframes have been exhausted.

**11. Revisions; Continued Use.** BEMODO reserves the right to change any of the terms of this Agreement, including the terms of any materials incorporated herein (unless otherwise specified by us in such materials), at any time and in our sole discretion. Any changes will be effective upon sending the revised terms to the Official Contact Address for the Vendor. You are responsible for reviewing any revised terms, and any notices of revisions. YOUR CONTINUED ACCEPTANCE OF ORDERS OR CONTINUED LISTING OF PRODUCTS ON THE BEMODO SHOP FOLLOWING THE CORRESPONDENCE REGARDING ANY REVISED TERMS, OR ANY NOTICE OF ANY SUCH REVISIONS, WILL CONSTITUTE YOUR ACCEPTANCE OF THE REVISIONS. IF YOU DO NOT AGREE TO ANY CHANGES TO THIS AGREEMENT OR THE PROGRAM POLICIES, YOU MUST STOP ACCEPTING ORDERS AND GIVE BEMODO WRITTEN NOTICE OF YOUR NON-ACCEPTANCE OF THE REVISED TERMS AND CONDITIONS.

**12. Official Contact Addresses**

a. For the term of this Agreement, all Official Correspondence required by this Agreement will be directed to:

i. FOR BEMODO: BEMODO Shop, LLC, Attention: Legal Department, 12780 W. Gisborne, Boise, ID 83709. EMAIL: vendorservices@Bemodo.com

ii. FOR VENDOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**13. Signatures**

**Signing for the Vendor:**

Title \_\_\_\_\_

Printed \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

**Signing for BEMODO Shop, LLC**

Title \_\_\_\_\_

Printed \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_