

AGROMORIS SUPPLIER AGREEMENT

This Supplier Agreement (the “Agreement”) is effective [DATE], BETWEEN: Starlink Informatics Ltd (the “Client”, also known as “Agromoris”), a company organized and existing under the laws of Mauritius, with its head office located at: New Road, Quartier Militaire, Mauritius. AND: [COMPANY NAME] (the “Supplier”), a company organized and existing under the laws of [.....], with its head office located at: [YOUR COMPLETE ADDRESS].

For good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the two parties here to agree as follows:

- WHEREAS the Client is in the business of IT and E-commerce services;
- AND WHEREAS Supplier is a Mauritian supplier or vendor of [DESCRIBE] and related products;
- AND WHEREAS the Client and the Supplier wish to enter into this Agreement to provide for the [DESCRIBE PRODUCT/PRODUCTS]’s by the Supplier to the Client;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

I. Scope of Agreement. The purpose of this Agreement is to provide qualifying vendors with the opportunity to sell products and services through Agromoris. This Agreement supplements any other agreements governing the buying and selling of products between Agromoris and Vendor, including any vendor buying agreements and/or purchase orders.

II. E-Commerce. For purposes of this Agreement, E-Commerce means sales of products by Vendor to any wholesaler, retailer and end consumers via the Internet through Agromoris’s websites. It also includes any related business and marketing activities supporting such sales.

III. Term. The Term of this Agreement begins on the Effective Date and continues until either: Agromoris or Vendor terminates this Agreement upon thirty (30) days written notice to the other. If terminated by either Party, the Agreement will continue to govern the sale of Vendor products purchased for E-Commerce prior to termination until such products are sold, returned, or removed from inventory so that no inventory of such products remains.

IV. Representations and Warranties. Vendor represents and warrants that:

- A.** It has the power to authorize the sale and/or display of its products on-line and as part of Vendor's E-Commerce business;
- B.** All product information, data, images, and/or intellectual property provided by Vendor to Agromoris for its E-Commerce business;
- C.** Complies with all applicable laws;
- D.** Are accurate and that all claims contained therein have been substantiated; have been cleared for the uses contemplated hereunder;
- E.** It has secured any and all clearances, permissions, approvals, authorizations, rights and licenses necessary for the use or display of all Vendor product information, data, images, and/or intellectual property provided to Agromoris as part of its E-Commerce business.
- F.** Complies with all the applicable laws relevant to the products to be sold on the e-commerce website of Agromoris.
- G.** Suppliers should have a valid license/certificate in their corresponding fields.

V. Authorizations.

- A.** Vendor grants to Agromoris the exclusive, worldwide, royalty-free right and license to use and display any product information, specifications, warranty information, data, images, and/or intellectual property Vendor furnishes Agromoris for use in its E-Commerce business during the Term of this Agreement Vendor Content. Agromoris may use Vendor Content for any purpose related to its E-Commerce business or in furtherance of promoting Vendor's products, including use in worldwide's websites, emails, and marketing or advertising campaigns.

- B. Agromoris agrees that it will not make modifications or alterations to Vendor Content without Vendor's prior confirmation. Except for the limited license granted to Agromoris herein, Vendor retains all right, title, and interest to Vendor Content.

VI. Indemnification. VENDOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS Agromoris FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, CIVIL PENALTIES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, ARISING OUT OF OR RELATED TO ANY:

- A. **ALLEGED DEFECT IN OR INJURY FROM VENDOR'S PRODUCTS;**
- B. **ALLEGED FAILURE OF VENDOR OR VENDOR'S PRODUCTS TO COMPLY WITH THIS AGREEMENT OR ANY LAWS, REGULATIONS, WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF VENDOR;**
- C. **ALLEGATIONS CONCERNING VENDOR CONTENT;**
- D. **NEGLIGENT OR GROSSLY NEGLIGENT ACTION, INACTION, OMISSION OR INTENTIONAL MISCONDUCT OF VENDOR; AND/OR**
- E. **USE OF OR INFRINGEMENT UPON ANY INTELLECTUAL PROPERTY RIGHT OF VENDOR.**

VII. Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

VIII. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any

such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

IX. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Mauritius.

X. Notices. Unless provided herein to the contrary, any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

XI. Payment. Vendors should pay an annual fee to remain active on the platform and a cost will be charged per product uploaded on Agromoris e-commerce platform.

XII. Premium package. Vendors will have to pay the required amount to experience the premium services.

XIII. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

XIV. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

XV. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

XVI. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

XVII. Compliance with Laws. In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties.

XVIII. Delivery. Vendors will be solely responsible for the delivery of products and services to the customers

XIX. Except for the limited license granted to Agromoris herein, Vendor retains all right, title, and interest to Vendor Content.

XX. Reservation of Rights. Agromoris retains the right to determine the content, appearance, design, functionality and all other aspects of the Site and the Services (including the right to re-design, modify, remove and alter the content, appearance, design, functionality, and other aspects of the Site and the Service and any element, aspect, portion or feature thereof, from time to time), and to delay or suspend listing of, or to refuse to list, or to de-list, or to require Seller not to list, any or all products in our sole discretion. We may in our sole discretion withhold for investigation, refuse to process, restrict shipping destinations for, stop and/or cancel any of your transactions. You will stop and/or cancel orders of your products if we ask you to do so (provided that if you have transferred your products to the applicable carrier or shipper, you will use commercially reasonable efforts to stop and/or cancel delivery by such carrier or shipper). You will refund any customer (in accordance with this Vendor Agreement) that has been charged for an order that we stop or cancel.

XXI. Intellectual Property of Agromoris. Vendor acknowledges and agrees that all patents, designs, trade names, trademarks, copyrights, trade secrets, or other intellectual property owned or controlled by Agromoris shall be and remain the sole property of Starlink Informatics Ltd.

Starlink Informatics Ltd

Vendor's business name

Name :

Name :

Signature:
Date :

Signature:
Date :