



YEEX

BUSINESS PARTNER AGREEMENT

YEEX Business Agreement (Nigeria)

This **Business Agreement** ("Agreement") is entered into by and between **Business Legal Name indicated in this Document ("Partner")**, and YEEXNG Ltd, or its local affiliate (collectively referred to as "YEEX or YEEXNG.com"). By signing this Agreement, the Partner agrees to the terms and conditions for using the YEEX platform to offer their products and services to Customers for delivery via YEEX independent couriers ("Yeex Drivers").

1. Definitions

- **YEEX Platform:** The technology application, website, and services provided by YEEX that allow businesses to sell products and services to Customers and arrange delivery through YEEX network of Yeex drivers.
- **Partner:** YEEX will arrange delivery to the Customer.
- **Dashboard:** The Partner will have access to an online dashboard for managing orders, tracking deliveries, updating product listings, and reviewing sales reports.

3. Partner's Obligations

- **Product Listing:** The Partner must provide accurate and up-to-date product listings, including descriptions, prices, and availability. The Partner agrees to immediately update any out-of-stock items or changes in product availability.
- **Order Fulfilment:** The Partner is responsible for preparing and packaging Customer orders in a timely and professional manner. Orders must be ready for pickup by Yeex drivers within the agreed time-frame (typically within 30 minutes from order confirmation).
- **Pricing:** The prices of products offered through the YEEX platform should reflect in-store prices unless otherwise agreed upon in writing with YEEX.
- **Packaging:** The Partner is responsible for ensuring that all products are properly packaged to avoid damage during delivery.
- **Quality Control:** The Partner is responsible for maintaining the quality, freshness, and safety of all products sold through the YEEX platform. Perishable items must be stored and prepared in compliance with Nigerian health and safety regulations.

4. Fees and Payments

- **Commission:** The Partner agrees to pay YEEX a commission fee for each completed order. The Commission fee of **15%** will be calculated as a percentage of the order total, excluding taxes, and will be agreed upon in advance.
- Commission fee is subject to change from time to time to reflect economic conditions and other related factors.
- **Payment Terms:** Payments for completed orders, minus YEEX commission, will be transferred to the Partner's designated bank account on a [weekly/bi-weekly] basis.



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- **YEEX Bank Details:** Funds due to YEEX should be paid to only this YEEX Account. **Providus Bank, YEEXNG Service Ltd, Account number: 1305397051**
- **Refunds and Cancellations:** The Partner is responsible for any refunds or adjustments made to Customer orders due to product issues or complaints. YEEX may withhold or adjust payments for any refunded or cancelled orders.
- **Promotions:** YEEX may run promotional campaigns or offer discounts to increase sales. The Partner agrees to participate in such promotions as communicated by YEEX, and the associated costs will be shared between the Partner and YEEX as agreed.

5. Delivery and Logistics

- **Delivery:** YEEX will manage the delivery logistics using its network of Drivers. The Partner must ensure that orders are ready for pickup in a timely manner.
- **Self-Delivery Option:** If the Partner wishes to use its own delivery team, this must be communicated to and approved by YEEX. The Partner agrees to maintain the same delivery standards as those provided by Yeex Drivers.
- **Order Tracking:** The Partner will have access to real-time order tracking through the Yeex dashboard and must monitor the status of deliveries. Any delays or issues with delivery must be reported immediately to YEEX support team.

6. Customer Complaints and Support

- **Customer Service:** The Partner is responsible for addressing any complaints related to the quality, preparation, or packaging of products. Consistently poor ratings or complaints may result in the suspension or termination of the Partner's account.
- **Support:** YEEX will provide customer support for issues related to delivery, payments, and platform-related questions. Any issues related to product quality will be referred to the Partner for resolution.

7. Intellectual Property and Marketing

- **Marketing Rights:** The Partner grants YEEX the right to use its trademarks, logos, and product images for promotional and marketing purposes on the platform, mobile app, and other media channels.
- **Partner Promotions:** The Partner may offer discounts or special promotions through the YEEX platform, subject to YEEX prior approval. The costs of these promotions will be borne by the Partner unless otherwise agreed.
- **YEEX Promotions:** YEEX may promote the Partner's products or services through special promotions, discounts, or advertisements at its discretion.

8. Term and Termination

- **Term:** This Agreement will remain in effect from the Effective Date and continue until terminated by either party.



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- **Termination by Partner:** The Partner may terminate this Agreement by providing [30 days'] written notice to YEEX.
- **Termination by YEEX:** YEEX may terminate this Agreement at any time, with or without cause, by providing written notice to the Partner. YEEX may also suspend the Partner's account if it determines that the Partner has violated the terms of this Agreement, failed to meet quality standards, or violated applicable laws.
- **Immediate Termination:** Either party may terminate this Agreement immediately in the event of a material breach or non-compliance with Nigerian law.

9. Confidentiality

- **Confidential Information:** The parties agree to maintain the confidentiality of any business, technical, or operational information exchanged during the course of this Agreement. This includes, but is not limited to, Customer data, pricing, and business strategies. This obligation extends beyond the termination of the Agreement.

10. Indemnification and Liability

- **Partner Indemnification:** The Partner agrees to indemnify and hold YEEX harmless from any claims, damages, or legal actions arising from the Partner's products, including but not limited to product defects, non-compliance with health and safety regulations, or failure to fulfill orders.
- **YEEX Liability:** YEEX provides logistics and delivery services only and is not responsible for the quality or legality of the Partner's products. YEEX will not be held liable for any product-related claims or disputes.
- **Limitation of Liability:** In no event will either party be liable for indirect, incidental, or consequential damages arising from the performance of this Agreement.

11. Compliance with Laws

- **Legal Compliance:** The Partner agrees to comply with all applicable Nigerian laws and regulations, including those related to food safety, health, employment, and consumer protection. The Partner is responsible for obtaining and maintaining all necessary licenses, permits, and insurance required to operate its business.

12. Modifications and Amendments

- **Modifications:** YEEX reserves the right to modify or update the terms of this Agreement at any time. Any changes will be communicated to the Partner and continued use of the YEEX platform will constitute acceptance of the modified terms.

13. Dispute Resolution

- **Good Faith Negotiation:** In the event of a dispute, both parties agree to engage in good faith negotiations to resolve the issue.
- **Arbitration:** If the dispute cannot be resolved through negotiation, it will be referred to arbitration in accordance with Nigerian law. The arbitrator's decision will be binding on both parties.



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- **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

Acknowledgement

By signing below or accepting this Agreement electronically, the Partner acknowledges that they have read, understood, and agree to the terms and conditions outlined in this Agreement and Guideline.

Business Legal Name:

Authorized Representative Name:

Authorized Representative Signature:

Date: