Volume I - BERTHA Marketplace Vendor Agreement

Version 1.0

Effective Date: _____

Agreement Between

BERTHA, Inc.
("BERTHA")

and

The Registered Vendor
("Vendor")

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ARTICLE 1 - INTRODUCTION

Section 1.01 — Purpose

This Marketplace Vendor Agreement ("Agreement") establishes the legal, commercial, and operational relationship between BERTHA, Inc. ("BERTHA") and each approved Vendor participating in the BERTHA Marketplace.

BERTHA operates an integrated commerce ecosystem designed to facilitate domestic and international trade through digital marketplace services, logistics, financial technologies, vendor development programs, and strategic commerce infrastructure.

The Parties acknowledge that BERTHA is not merely an electronic marketplace, but an enterprise platform committed to responsible commerce, operational excellence, and long-term economic opportunity.

Accordingly, this Agreement establishes the rights, responsibilities, and performance expectations governing Vendor participation within the BERTHA Marketplace.

Section 1.02 — Relationship of the Parties

Nothing contained herein shall be interpreted as creating:

- a partnership;
- a joint venture;
- an employment relationship;
- a franchise;
- an agency relationship (except where expressly authorized in writing);
- or fiduciary duties beyond those imposed by applicable law.

Each Vendor operates as an independent business entity responsible for its own operations, employees, taxes, licenses, and regulatory compliance.

Section 1.03 — Marketplace Ecosystem

Vendor acknowledges that BERTHA operates a diversified commerce ecosystem which may include:

- BERTHA Marketplace

- BERTHA Storefront Services
- BERTHA Fulfillment
- BERTHA Financial
- BERTHA Pay
- BERTHA Exchange
- BERTHA Cruises Retail
- BERTHA International Trade Services
- Vendor Success Programs
- Advertising Services
- Data Analytics Services
- Cross-Border Commerce Solutions

Participation in one service does not automatically entitle Vendor to participate in all services.

Section 1.04 — Governing Documents

Vendor agrees to comply with:

- Marketplace Constitution
- Vendor Agreement
- Commercial Policy Manual
- Vendor Code of Excellence
- Advertising Policies
- Logistics Policies
- Country Addenda
- Marketplace Operating Standards
- Security Governance Policies
- Privacy Policies

- Future published Marketplace Rules

ARTICLE 2 - COMMERCIAL PHILOSOPHY

Section 2.01 — Marketplace Mission

BERTHA exists to expand economic opportunity by connecting businesses with customers through trusted commerce.

Every commercial relationship shall be guided by:

- Integrity
- Transparency
- Innovation
- Professionalism
- Operational Excellence
- Long-Term Partnership

Section 2.02 — Partnership Philosophy

BERTHA considers Vendors to be strategic business partners.

The Marketplace is designed not merely to facilitate transactions but to help Vendors:

- increase revenue;
- improve operational efficiency;
- expand internationally;
- strengthen brand recognition;
- improve customer satisfaction;
- build sustainable enterprises.

BERTHA's success depends upon Vendor success.

Section 2.03 — Marketplace Principles

Marketplace decisions shall prioritize:

Customer Trust

Every policy should strengthen customer confidence.

Vendor Opportunity

Qualified businesses should receive fair access.

Product Quality

Products should consistently meet advertised standards.

Marketplace Integrity

Fraud, counterfeit goods, deceptive practices, and abuse of the platform are prohibited.

Innovation

Technology should simplify commerce while maintaining fairness and transparency.

Continuous Improvement

BERTHA reserves the right to improve Marketplace features, policies, technology, and operational standards in pursuit of excellence.

Section 2.04 — Marketplace Standards

Vendor agrees to operate in accordance with:

- ethical business practices;
- applicable laws;
- industry standards;
- customer-first principles;

- BERTHA's Constitution;
- BERTHA Code of Excellence.

ARTICLE 3 - DEFINITIONS

Unless otherwise indicated, the following terms shall have the meanings assigned below.

"Agreement"

This Marketplace Vendor Agreement together with all schedules, exhibits, policies, and amendments.

"BERTHA"

BERTHA, Inc., together with its subsidiaries, affiliates, successors, assigns, and authorized operating entities.

"Marketplace"

BERTHA's digital commerce platform through which products and services may be offered for sale.

"Vendor"

A legally registered business entity approved to sell products or services through BERTHA.

"Customer"

Any purchaser utilizing BERTHA Marketplace.

"Storefront"

A dedicated online business presence hosted by BERTHA.

"Professional Store"

BERTHA's enhanced branded storefront offering.

"Enterprise Store"

BERTHA's enterprise-grade storefront designed for larger organizations and multi-location operations.

"GMV"

Gross Merchandise Volume.

The total value of products sold through BERTHA before deductions.

"Commission"

The percentage retained by BERTHA for Marketplace services.

"Settlement"

Transfer of net proceeds from BERTHA to Vendor after authorized deductions.

"Marketplace Services"

Technology, advertising, payment processing, logistics coordination, storefront hosting, customer support tools, analytics, and related services.

"BERTHA Fulfillment"

BERTHA-operated warehousing, inventory management, picking, packing, shipping, returns processing, and related fulfillment services.

"Vendor Fulfillment"

Fulfillment performed directly by Vendor.

"KYB"

Know Your Business verification procedures.

"KYC"

Know Your Customer procedures where applicable.

"Applicable Law"

All applicable statutes, regulations, ordinances, governmental requirements, judicial decisions, and regulatory guidance governing Vendor operations.

"Restricted Products"

Products prohibited under Marketplace policies or applicable law.

"Intellectual Property"

Patents, copyrights, trademarks, trade dress, trade secrets, designs, software, databases, domain names, and related proprietary rights.

"Confidential Information"

Non-public commercial, technical, financial, operational, or strategic information disclosed by either Party.

"Force Majeure"

Events beyond reasonable control preventing contractual performance.

"Business Day"

Any day other than Saturday, Sunday, or officially recognized banking holiday in BERTHA's governing jurisdiction.

"Founding Vendor"

A Vendor accepted into BERTHA's Founding Vendor Program during the designated enrollment period and meeting all program eligibility requirements.

"Marketplace Integrity"

The operational, ethical, and commercial standards maintained to preserve customer trust and fair competition.

Interpretation

Unless the context requires otherwise:

- Singular includes plural.
- Headings are for convenience only.
- References to laws include amendments.
- "Including" means "including without limitation."

ARTICLE 4 - VENDOR ELIGIBILITY

Section 4.01 — Eligibility Requirements

To participate in the BERTHA Marketplace, an applicant must:

- Be a legally organized business entity in good standing under the laws of its jurisdiction of formation.
- Possess all licenses, permits, and registrations required to manufacture, distribute, market, or sell its products.
- Maintain a valid tax identification number or equivalent governmental registration.
- Demonstrate the legal authority to enter into this Agreement through an authorized representative.
- Maintain a business bank account capable of receiving electronic settlements.
- Successfully complete BERTHA's Know Your Business ("KYB") verification process.

- Agree to comply with the BERTHA Marketplace Constitution, Vendor Code of Excellence, Commercial Policies, and all applicable marketplace standards.

BERTHA reserves the right to deny, suspend, or revoke participation where an applicant fails to satisfy these requirements or presents a legal, regulatory, financial, operational, or reputational risk.

Section 4.02 — Good Standing

Vendor represents and warrants that it:

- is duly organized and validly existing;
- has not been dissolved, suspended, or administratively terminated;
- is not subject to insolvency proceedings, receivership, or comparable actions that would materially impair its ability to perform under this Agreement; and
- will promptly notify BERTHA of any material change affecting its legal status.

ARTICLE 5 - KNOW YOUR BUSINESS (KYB)

Section 5.01 — Verification Program

BERTHA maintains a Know Your Business ("KYB") program to protect customers, preserve marketplace integrity, comply with applicable law, and mitigate fraud.

Participation in the Marketplace is contingent upon successful completion of KYB and any subsequent verification updates reasonably requested by BERTHA.

Section 5.02 — Required Documentation

Vendor shall provide, at a minimum, as applicable:

- Certificate of Incorporation, Registration, or Formation.
- Articles of Incorporation, Articles of Organization, or equivalent governing document.
- Tax identification number or equivalent registration.
- Business license(s) and regulatory permits.

- Beneficial ownership information for individuals meeting BERTHA's ownership threshold.
- Government-issued identification for authorized signatories.
- Proof of principal place of business.
- Banking information sufficient for settlement verification.
- Any product-specific certifications required by law or BERTHA policy.

BERTHA may request additional documentation where necessary to satisfy legal, regulatory, or risk-management obligations.

Section 5.03 — Ongoing Verification

Vendor acknowledges that BERTHA may conduct periodic or event-driven re-verification, including updates to ownership, licensing, sanctions screening, or banking information, to ensure continued compliance.

Failure to cooperate with reasonable verification requests may result in suspension until the requested information is received and validated.

ARTICLE 6 - MARKETPLACE PARTICIPATION

Section 6.01 — Approval

Submission of an application does not guarantee admission.

BERTHA retains sole discretion to approve or decline applications based on eligibility, marketplace needs, risk considerations, and compliance with this Agreement.

Section 6.02 — Scope of Participation

Approved Vendors may participate in one or more BERTHA services, including marketplace listings, branded storefronts, advertising programs, fulfillment services, and other offerings for which they qualify. Access to each service is subject to its applicable terms, fees, and operational requirements.

Section 6.03 — Vendor Responsibilities

Vendor shall:

- Maintain accurate product information.
- Keep inventory status reasonably current.
- Respond promptly to customer inquiries.
- Fulfill accepted orders in accordance with BERTHA service standards.
- Maintain all required licenses and regulatory approvals.
- Promptly notify BERTHA of any material changes affecting eligibility or compliance.

Section 6.04 — Marketplace Integrity

Vendor shall not engage in conduct that undermines customer trust or marketplace fairness, including fraud, counterfeit sales, deceptive listings, manipulation of reviews or ratings, unauthorized use of intellectual property, or other conduct prohibited by BERTHA policies or applicable law.

Below is the next publication-ready installment of **Volume I – BERTHA Marketplace Vendor Agreement**, written to continue seamlessly from Articles 1–6.

ARTICLE 7 - STOREFRONT MODELS

Section 7.01 – Purpose

BERTHA Marketplace provides multiple participation models designed to accommodate businesses of varying sizes, operational capabilities, and commercial objectives. Vendors may elect one or more storefront models, subject to BERTHA's approval and applicable program requirements.

The Marketplace is intended to provide flexibility while maintaining a consistent customer experience and the operational integrity of the BERTHA ecosystem.

Section 7.02 – Marketplace Listing

The Marketplace Listing Program is designed for Vendors seeking to offer products through BERTHA's centralized marketplace without maintaining a dedicated branded storefront.

Under this model:

- Products are displayed within BERTHA Marketplace search results and category pages.
- BERTHA manages overall marketplace presentation and merchandising.
- Vendor branding is displayed with each product listing.
- Customers purchase directly through BERTHA Marketplace.
- Vendor remains responsible for product accuracy, inventory availability, and fulfillment obligations (unless enrolled in BERTHA Fulfillment).

Marketplace Listings are suitable for emerging brands, pilot market entry, seasonal product offerings, and vendors seeking lower operational complexity.

Section 7.03 – BERTHA Professional Store

The Professional Store provides Vendors with a dedicated branded presence within BERTHA Marketplace.

Features may include:

- Custom storefront branding.
- Company profile and history.
- Product collections.
- Promotional banners.
- Customer reviews.
- Featured products.
- Sales analytics.
- Business insights.
- Direct messaging tools.
- Marketing campaign eligibility.

Professional Stores are intended for businesses seeking enhanced brand recognition while leveraging BERTHA's marketplace infrastructure.

Section 7.04 – BERTHA Enterprise Store

Enterprise Stores are designed for established organizations requiring advanced commerce capabilities.

Additional services may include:

- Multi-location inventory management.
- API integration.
- ERP integration.
- Wholesale ordering.
- B2B commerce functionality.
- International catalog management.
- Dedicated account management.
- Enterprise analytics.
- Priority technical support.
- Custom reporting.

Participation in the Enterprise Store program is subject to BERTHA approval.

Section 7.05 – Storefront Content

Vendor retains responsibility for all storefront content, including:

- Logos.
- Photography.
- Product descriptions.
- Videos.
- Marketing materials.
- Product specifications.
- Pricing.

- Warranty information.

Vendor represents that all submitted content is accurate, current, and does not infringe upon the intellectual property rights of others.

BERTHA reserves the right to remove or modify content that violates this Agreement, applicable law, or Marketplace standards.

Section 7.06 – Marketplace Appearance

BERTHA retains authority over:

- Marketplace design.
- Navigation.
- Search functionality.
- Product placement algorithms.
- Promotional layouts.
- User experience.
- Mobile applications.
- Technology architecture.

Nothing in this Agreement grants Vendor the right to dictate Marketplace design or operational decisions.

ARTICLE 8 - COMMERCIAL MODEL & COMMISSION STRUCTURE

Section 8.01 – Commercial Philosophy

BERTHA's commercial model is designed to create long-term value for Vendors by providing an integrated ecosystem that extends beyond traditional marketplace services.

Marketplace commissions support continued investment in:

- Customer acquisition.
- Platform development.
- Cybersecurity.

- Artificial intelligence.
- International expansion.
- Logistics infrastructure.
- Vendor education.
- Marketplace innovation.
- Brand development.
- Payment technologies.

Accordingly, BERTHA's commission structure reflects the value created through the Marketplace ecosystem rather than solely transaction processing.

Section 8.02 – Standard Commission Schedule

Unless otherwise agreed in writing, the following commission schedule shall apply:

Product Category	Standard Commission
General Merchandise	5%
Fashion & Apparel	7%
Beauty & Personal Care	7%
Home & Living	5%
Consumer Electronics	5%
Food & Specialty Grocery	5%
Health & Wellness	5%
Arts & Handmade Goods	5%
Luxury Goods	9%
Digital Products	9%
Private Label Programs	Negotiated

BERTHA may modify commission schedules upon reasonable notice. Changes shall not apply retroactively to completed transactions.

Section 8.03 – Premium Storefront Subscription Fees

Storefront subscription pricing is established as follows:

Storefront Type	Monthly Subscription
Marketplace Listing	No Monthly Fee
Basic Store	USD $29
Professional Store	USD $79
Enterprise Store	$199
Enterprise Plus	Negotiated

BERTHA may waive or reduce subscription fees for promotional programs, strategic partnerships, or the Founding Vendor Program.

Section 8.04 – Advertising Services

Vendors may elect to purchase optional advertising services including:

- Sponsored Products.
- Sponsored Storefronts.
- Homepage Placement.
- Category Sponsorships.
- BERTHA Social Media Campaigns.
- Email Marketing Campaigns.
- Influencer Collaborations.
- Seasonal Promotions.
- BERTHA TV Features (when available).

Advertising pricing shall be governed by BERTHA's Advertising Rate Schedule.

Section 8.05 – Fulfillment Services

BERTHA may offer optional fulfillment services including:

- Warehousing.
- Inventory management.
- Pick and pack.
- Packaging.
- Shipping.
- Returns processing.
- Cross-border logistics coordination.
- Cruise retail replenishment.
- Last-mile delivery coordination.

Fulfillment fees are separate from marketplace commissions and shall be published in BERTHA's Fulfillment Schedule.

Section 8.06 – Payment Settlement

BERTHA shall remit settlement proceeds after deducting:

- Marketplace commissions.
- Fulfillment charges.
- Advertising fees.
- Payment processing fees.
- Authorized adjustments.
- Taxes collected on BERTHA's behalf where required by law.

Domestic settlements are generally issued weekly.

International settlements are generally issued bi-weekly, subject to banking regulations, currency controls, compliance reviews, and applicable law.

ARTICLE 9 - FOUNDING VENDOR PROGRAM

Section 9.01 – Purpose

The BERTHA Founding Vendor Program recognizes organizations that commit to BERTHA Marketplace during its formative stage.

Founding Vendors play a strategic role in establishing marketplace diversity, customer confidence, and commercial momentum.

Section 9.02 – Eligibility

Founding Vendor designation is generally limited to the first approved Vendors accepted during BERTHA's launch period, subject to program limits established by BERTHA.

Participation requires:

- Successful KYB verification.
- Execution of this Agreement.
- Compliance with Marketplace standards.
- Completion of Vendor onboarding.
- Maintenance of good standing.

Section 9.03 – Founding Vendor Benefits

Subject to program availability, BERTHA may provide:

- Reduced marketplace commissions for the initial promotional period.
- Complimentary Professional Store subscription.
- Priority onboarding.
- Featured Marketplace placement.
- Launch campaign participation.
- Social media promotion.
- Vendor spotlight features.
- Early access to Marketplace enhancements.

- Invitations to Founding Vendor events.
- Eligibility for the Founding Vendor Council.

Benefits are promotional in nature and may be modified or discontinued for future applicants.

Section 9.04 – Founding Vendor Recognition

Founding Vendors may display the designation:

"Founding Vendor – BERTHA Marketplace"

in accordance with BERTHA's Brand Guidelines while maintaining active participation and good standing.

ARTICLE 10 - MARKETPLACE COMMERCIAL TERMS

Section 10.01 – Marketplace Relationship

BERTHA provides technology, infrastructure, marketing, logistics, and related commerce services designed to facilitate transactions between Vendors and Customers.

Unless otherwise agreed in writing, BERTHA does not purchase inventory from Vendors and does not assume title to Vendor products solely by virtue of Marketplace participation.

Section 10.02 – Pricing Authority

Vendor remains responsible for establishing retail pricing unless participating in a BERTHA-managed pricing program or private-label arrangement.

Vendor agrees that advertised prices shall be accurate, lawful, and consistent with applicable consumer protection laws.

Section 10.03 – Promotional Programs

BERTHA may conduct promotional campaigns, including:

- Seasonal sales.
- Holiday events.

- Category promotions.
- Marketplace-wide discounts.
- Vendor-specific campaigns.
- Loyalty initiatives.
- Customer incentive programs.

Vendor participation in certain promotions may require prior consent where discounts affect Vendor pricing or settlement amounts.

Section 10.04 – BERTHA Marketplace Seal

Upon successful completion of onboarding, KYB verification, and execution of this Agreement, BERTHA may designate a Vendor as a:

BERTHA Certified Marketplace Vendor

This designation signifies that the Vendor has satisfied BERTHA's initial marketplace admission standards. It does not constitute an endorsement of any specific product and may be suspended or revoked upon failure to maintain compliance.

Section 10.05 – Vendor Advancement Program

BERTHA maintains a performance-based recognition framework intended to encourage operational excellence.

Illustrative recognition levels include:

1. BERTHA Registered Vendor
2. BERTHA Certified Marketplace Vendor
3. BERTHA Preferred Vendor
4. BERTHA Elite Vendor
5. BERTHA Founder's Circle Vendor

Advancement is based upon objective criteria, including customer satisfaction, fulfillment performance, compliance history, product quality, and overall contribution to the Marketplace.

Recognition levels do not alter contractual rights unless expressly stated in a separate written program.

Section 10.06 – Continuous Improvement

BERTHA reserves the right to introduce new commercial programs, technologies, services, and incentives that enhance the Marketplace while preserving fairness, transparency, and operational excellence. Vendors will be notified of material changes in accordance with the Agreement.

ARTICLE 11 - BERTHA FULFILLMENT SERVICES

Section 11.01 – Purpose

BERTHA Fulfillment Services ("BFS") are designed to provide Vendors with scalable warehousing, inventory management, order fulfillment, returns processing, and logistics coordination to improve operational efficiency and customer satisfaction.

Enrollment in BFS is optional unless required by a specific commercial program.

Section 11.02 – Available Services

BERTHA may provide:

- Inventory receiving and inspection
- Warehousing and storage
- Inventory management
- Order picking and packing
- Packaging materials
- Domestic shipping coordination
- International shipping coordination
- Customs documentation support
- Reverse logistics
- Product returns processing
- Inventory reporting
- Cross-docking
- Cruise retail replenishment
- Event fulfillment
- Wholesale order fulfillment

Section 11.03 – Inventory Ownership

Vendor retains ownership of inventory stored within BERTHA facilities until legal title transfers to the purchasing customer or otherwise as agreed in writing.

BERTHA acts solely as a logistics service provider and shall not acquire ownership by virtue of storage or fulfillment services.

Section 11.04 – Inventory Standards

Vendor shall ensure inventory is:

- Properly packaged
- Clearly labeled
- Barcoded where required
- Safe for storage
- Free from contamination
- Compliant with applicable regulations

BERTHA may reject inventory that fails to meet operational standards.

ARTICLE 12 - SHIPPING & LOGISTICS

Section 12.01 – Approved Shipping Methods

Orders may be fulfilled through:

- Vendor Fulfilled Shipping
- BERTHA Fulfillment
- BERTHA International Distribution
- Approved logistics partners
- Licensed freight forwarders
- Licensed customs brokers
- Approved last-mile providers

Section 12.02 – Shipping Performance

Vendor shall maintain:

- On-time shipment rate of at least 95%
- Accurate tracking information
- Secure packaging
- Timely shipment confirmations
- Accurate carrier documentation

BERTHA may establish higher standards for premium programs.

Section 12.03 – Cross-Border Commerce

Where Vendor participates in international commerce:

Vendor remains responsible for:

- Export compliance
- Product legality
- Country-specific labeling
- Required certifications
- Product documentation

BERTHA may coordinate logistics but shall not be deemed the importer of record unless expressly agreed in writing.

ARTICLE 13 - PAYMENT PROCESSING & SETTLEMENT

Section 13.01 – Settlement Services

BERTHA shall facilitate settlement of approved marketplace transactions after deducting applicable:

- Marketplace commissions
- Fulfillment fees
- Advertising charges
- Payment processing fees

- Taxes collected by BERTHA
- Authorized adjustments

Section 13.02 – Settlement Schedule

Unless otherwise specified:

Domestic Vendors:

- Weekly settlement

International Vendors:

- Bi-weekly settlement

Settlement timing may be extended for fraud investigations, regulatory requirements, chargebacks, sanctions screening, or banking delays.

Section 13.03 – Future Financial Services

Subject to applicable law, BERTHA may offer:

- BERTHA Pay
- Digital wallets
- Trade finance
- Accelerated settlement
- Multi-currency accounts
- Stable-value settlement solutions
- Foreign exchange services

Participation shall be governed by separate agreements where required.

ARTICLE 14 - CUSTOMER SERVICE STANDARDS

Section 14.01 – Customer Commitment

Vendor shall provide professional, courteous, and timely customer support.

Section 14.02 – Response Times

Vendor shall respond to customer inquiries within:

- 24 hours on Business Days
- 48 hours on weekends and holidays where applicable

Higher standards may apply to premium programs.

Section 14.03 – Resolution

Vendor shall make commercially reasonable efforts to resolve:

- Product inquiries
- Shipping questions
- Warranty claims
- Returns
- Refund requests
- Product defects

BERTHA may intervene when necessary to preserve customer confidence.

ARTICLE 15 - RETURNS, REFUNDS & WARRANTIES

Section 15.01 – Return Policy

Unless otherwise stated:

BERTHA Marketplace shall maintain a standard thirty (30) day return period for eligible products.

Category-specific exceptions may apply.

Section 15.02 – Vendor Responsibilities

Vendor shall:

- Honor applicable warranties
- Process approved returns
- Cooperate in dispute investigations
- Replace defective merchandise where appropriate

Section 15.03 – Non-Returnable Products

Certain categories may be designated non-returnable, including:

- Personalized products
- Perishable goods
- Hazardous materials
- Digital downloads
- Certain health products
- Products restricted by law

ARTICLE 16 - PRODUCT COMPLIANCE

Section 16.01 – Vendor Representations

Vendor represents that all products:

- Are authentic
- Are legally manufactured
- Meet applicable safety standards
- Comply with labeling laws
- Do not infringe intellectual property
- Are lawful for sale

Section 16.02 – Product Recalls

Vendor shall immediately notify BERTHA regarding:

- Government recalls
- Safety concerns
- Manufacturing defects
- Regulatory actions

BERTHA may immediately suspend affected listings.

ARTICLE 17 - ADVERTISING & BRAND STANDARDS

Section 17.01 – Truthful Advertising

Vendor shall ensure all advertising is:

- Accurate
- Substantiated
- Non-deceptive
- Legally compliant

Section 17.02 – Product Images

Images shall:

- Accurately depict products
- Meet BERTHA quality standards
- Be owned or licensed by Vendor
- Avoid misleading enhancements

Section 17.03 – Brand Protection

Vendor shall not:

- Misrepresent affiliation
- Impersonate competitors
- Misuse BERTHA trademarks

- Misuse third-party trademarks

ARTICLE 18 - MARKETPLACE PERFORMANCE STANDARDS

Section 18.01 – Operational Metrics

BERTHA may evaluate Vendors using objective metrics including:

- Customer ratings
- Order defect rate
- Cancellation rate
- Shipment timeliness
- Return rate
- Inventory accuracy
- Customer responsiveness

Section 18.02 – Improvement Plans

Where performance falls below established standards, BERTHA may require:

- Corrective action plans
- Operational training
- Enhanced monitoring
- Temporary program restrictions

Section 18.03 – Preferred Recognition

High-performing Vendors may receive:

- Preferred placement
- Marketing opportunities
- Reduced fulfillment pricing (where applicable)
- Early feature access

- Vendor awards

Trusted Sellers placement, subject to a minimum BERTHA-verified customer rating of 4.75 out of 5.00.

A one (1) percentage-point Marketplace commission reduction for each qualifying month after maintaining a BERTHA-verified customer rating of at least 4.90 out of 5.00 throughout the immediately preceding rolling 12-month period.

Section 18.04 – Trusted Sellers and Service Excellence Incentive

Effective January 1, 2027, a Vendor must maintain a BERTHA-verified customer rating of at least 4.75 out of 5.00 to be eligible for placement in the Trusted Sellers section of the BERTHA Marketplace. Placement is not automatic or permanent. BERTHA may review eligibility monthly and may remove or withhold placement when the rating falls below 4.75 or applicable program requirements are not met.

A Vendor that maintains a BERTHA-verified customer rating of at least 4.90 out of 5.00 throughout the immediately preceding rolling 12-month period may qualify for a one (1) percentage-point reduction to the otherwise applicable Marketplace commission rate for each month the 4.90 threshold continues to be satisfied. The reduction is applied prospectively, is not cumulative, and applies only to Marketplace commissions—not payment processing, fulfillment, advertising, taxes, refunds, chargebacks, or Ambassador commissions—unless a written program term states otherwise.

ARTICLE 19 - MARKETPLACE SECURITY & DATA PROTECTION

Section 19.01 – Security Commitment

Vendor shall implement commercially reasonable administrative, technical, and physical safeguards to protect customer information and Marketplace data.

Section 19.02 – Cybersecurity

Vendor shall promptly report:

- Data breaches
- Cyber incidents
- Unauthorized access

- Malware events
- Credential compromise

where such incidents could reasonably affect BERTHA, customers, or Marketplace operations.

Section 19.03 – Privacy

Vendor shall comply with applicable privacy and data protection laws and shall process personal information only as necessary to fulfill authorized Marketplace transactions.

ARTICLE 20 - MARKETPLACE INTEGRITY & ETHICAL CONDUCT

Section 20.01 – Prohibited Conduct

Vendor shall not engage in:

- Fraud
- Counterfeit sales
- Bribery
- Corruption
- Money laundering
- Terrorist financing
- Sanctions violations
- Review manipulation
- Artificial sales inflation
- Intellectual property infringement
- False advertising
- Unauthorized reselling
- Price manipulation
- Identity misrepresentation

Section 20.02 – Compliance Investigations

BERTHA may investigate suspected violations and may request documents, explanations, or supporting records reasonably necessary to evaluate compliance with this Agreement or applicable law.

Failure to cooperate may result in temporary suspension or other enforcement measures.

Section 20.03 – Marketplace Integrity

BERTHA may take reasonable actions necessary to preserve customer trust, protect the Marketplace, comply with legal obligations, and maintain the reputation of the BERTHA ecosystem, including suspension of listings, withholding of settlements where legally permissible, or other proportionate remedies pending investigation.

ARTICLE 21 - INTELLECTUAL PROPERTY

Section 21.01 – Vendor Ownership

Vendor retains all right, title, and interest in its trademarks, trade names, service marks, copyrights, patents, product designs, trade dress, logos, marketing materials, software, photographs, videos, product descriptions, and other proprietary intellectual property.

Nothing in this Agreement transfers ownership of Vendor Intellectual Property to BERTHA.

Section 21.02 – Marketplace License

Vendor grants BERTHA a worldwide, non-exclusive, royalty-free, revocable license during the term of this Agreement to reproduce, display, distribute, translate, resize, and otherwise use Vendor Intellectual Property solely for:

- Marketplace listings
- Storefront operation
- Search indexing
- Marketing
- Advertising
- Customer communications

- Operational support
- Marketplace analytics

The license terminates upon expiration or termination of this Agreement except where reasonably necessary to complete pending transactions or satisfy legal obligations.

Section 21.03 – BERTHA Intellectual Property

Vendor acknowledges that BERTHA owns all rights relating to:

- Marketplace software
- Platform architecture
- User interfaces
- Algorithms
- Artificial intelligence systems
- Business processes
- Trade secrets
- Documentation
- Logos
- Trademarks
- Service marks

Vendor receives no ownership rights therein.

ARTICLE 22 - CONFIDENTIALITY

Each Party agrees to protect Confidential Information disclosed by the other Party using at least the same degree of care it uses to protect its own confidential information, but no less than a commercially reasonable standard of care.

Confidential Information shall not be disclosed except:

- to authorized personnel with a need to know;
- as required by law;

- with prior written consent; or
- to professional advisors bound by confidentiality obligations.

These obligations survive termination for five (5) years, except for trade secrets, which remain protected for so long as they retain trade secret status.

ARTICLE 23 - DATA PROTECTION & PRIVACY

Vendor shall comply with all applicable privacy and data protection laws governing its operations.

Vendor shall:

- protect customer information;
- limit access to authorized personnel;
- implement commercially reasonable cybersecurity safeguards;
- promptly report security incidents affecting BERTHA data; and
- cooperate with BERTHA in responding to legally required notices and investigations.

Vendor shall not sell or misuse Marketplace customer information.

ARTICLE 24 - REPRESENTATIONS & WARRANTIES

Vendor represents and warrants that:

- it has authority to enter into this Agreement;
- all information provided to BERTHA is accurate;
- products comply with applicable law;
- products are authentic;
- products do not infringe third-party rights;
- required licenses remain in effect;
- Vendor will maintain appropriate insurance where commercially reasonable or legally required.

BERTHA represents that it has authority to operate the Marketplace and perform its obligations under this Agreement.

ARTICLE 25 - INSURANCE

Vendor shall maintain commercially reasonable insurance appropriate to the nature of its business.

Where applicable, BERTHA may require:

- Commercial General Liability
- Product Liability
- Cyber Liability
- Professional Liability
- Workers' Compensation
- Cargo Insurance

BERTHA may request certificates of insurance upon reasonable notice.

Section 25.01 - GMV-Based Mandatory Business Liability Insurance

Once Vendor's cumulative Gross Merchandise Volume (GMV) transacted through the BERTHA Marketplace exceeds US$100,000, Vendor shall obtain and continuously maintain business liability insurance with coverage limits of not less than US$2,000,000 in the aggregate, or the equivalent amount in the currency of the policy, issued by an insurer authorized to provide such coverage in the applicable jurisdiction. The required coverage shall be appropriate to Vendor's operations and product or service risk and shall include commercial general liability and, where applicable, product liability coverage.

Vendor shall provide BERTHA with a current certificate of insurance or other reasonably acceptable proof of coverage within ten (10) Business Days after the applicable GMV threshold is exceeded and thereafter upon each policy renewal or BERTHA's reasonable request. Vendor shall promptly notify BERTHA of any cancellation, nonrenewal, lapse, or material reduction in the required coverage.

Failure to obtain, maintain, or timely provide proof of the required coverage constitutes a material compliance deficiency. BERTHA may restrict listings, withhold new order acceptance, suspend Marketplace participation, or exercise other rights available under

this Agreement until satisfactory proof of coverage is received. This insurance requirement does not limit Vendor's liability or indemnification obligations.

ARTICLE 26 - COMPLIANCE

Vendor agrees to comply with all applicable:

- trade laws;
- sanctions programs;
- export controls;
- anti-corruption laws;
- anti-money laundering requirements;
- tax laws;
- consumer protection laws;
- product safety regulations.

Vendor shall immediately notify BERTHA of any governmental investigation or enforcement action that may materially affect Marketplace participation.

ARTICLE 27 - INDEMNIFICATION

Vendor shall indemnify, defend, and hold harmless BERTHA, its affiliates, officers, directors, employees, and agents from third-party claims arising from:

- Vendor products;
- product defects;
- intellectual property infringement by Vendor;
- regulatory violations attributable to Vendor;
- negligence;
- willful misconduct;
- breach of this Agreement.

BERTHA shall provide prompt notice of indemnified claims and reasonably cooperate in their defense.

ARTICLE 28 - LIMITATION OF LIABILITY

Except for:

- fraud;
- willful misconduct;
- confidentiality breaches;
- indemnification obligations;
- unpaid payment obligations; or
- liabilities that cannot legally be limited,

neither Party shall be liable for:

- indirect damages;
- consequential damages;
- special damages;
- punitive damages;
- lost profits unrelated to direct contractual performance.

BERTHA's aggregate liability under this Agreement shall generally not exceed the total Marketplace commissions received from Vendor during the twelve (12) months preceding the claim, unless applicable law requires otherwise.

ARTICLE 29 - FORCE MAJEURE

Neither Party shall be liable for delays or failures caused by events beyond its reasonable control, including:

- natural disasters;
- war;
- terrorism;

- governmental action;
- labor disruptions;
- epidemics or pandemics;
- widespread cyberattacks;
- utility failures;
- transportation disruptions.

The affected Party shall promptly notify the other Party and resume performance as soon as reasonably practicable.

ARTICLE 30 - SUSPENSION

BERTHA may temporarily suspend Vendor participation where reasonably necessary to protect:

- customers;
- Marketplace integrity;
- regulatory compliance;
- cybersecurity;
- financial systems;
- BERTHA's reputation.

Suspension may occur for suspected fraud, counterfeit goods, material breaches, sanctions concerns, or other significant risks.

Where practicable, BERTHA will provide notice and an opportunity to respond.

ARTICLE 31 - TERMINATION

Either Party may terminate this Agreement upon written notice as provided herein.

BERTHA may immediately terminate for:

- fraud;
- counterfeit sales;

- criminal activity affecting Marketplace participation;
- repeated material breaches;
- regulatory prohibitions;
- insolvency;
- unauthorized use of BERTHA intellectual property.

Termination does not affect accrued rights or obligations.

ARTICLE 32 - EFFECT OF TERMINATION

Following termination:

Vendor shall:

- cease use of BERTHA trademarks;
- discontinue Marketplace representations;
- satisfy outstanding customer obligations;
- return or destroy Confidential Information as required.

BERTHA shall:

- remove Marketplace listings;
- process final settlements subject to authorized deductions;
- conclude pending customer transactions where reasonably practicable.

ARTICLE 33 - DISPUTE RESOLUTION

The Parties agree to attempt good-faith negotiations before initiating formal proceedings.

If unresolved:

1. Executive-level negotiations.
2. Mediation.
3. Binding arbitration.

Emergency injunctive relief for intellectual property or confidentiality matters may be sought in a court of competent jurisdiction.

ARTICLE 34 - GOVERNING LAW

Unless modified by an applicable Country Addendum, this Agreement shall be governed by the laws of the State of Delaware, United States of America, without regard to conflict-of-law principles.

Country-specific legal requirements are addressed through separate addenda, which shall supplement—but not replace—this Agreement except where mandatory local law requires otherwise.

ARTICLE 35 - NOTICES

Formal notices shall be delivered by:

- recognized courier;
- certified mail;
- approved electronic delivery;
- designated legal email addresses.

Notice shall be deemed received according to the delivery method specified in BERTHA's Notice Policy.

ARTICLE 36 - ASSIGNMENT

Vendor may not assign this Agreement without BERTHA's prior written consent, except in connection with a bona fide merger, acquisition, or sale of substantially all assets, provided the successor agrees in writing to assume this Agreement.

BERTHA may assign this Agreement to an affiliate or successor entity in connection with a corporate reorganization, financing, merger, or acquisition.

ARTICLE 37- ENTIRE AGREEMENT

This Agreement, together with:

- Marketplace Constitution;
- Commercial Policy Manual;
- Country Addenda;
- Marketplace Operating Standards;
- Fee Schedules;
- Privacy Policy;
- Security Policies;
- incorporated schedules and exhibits,

constitutes the complete agreement between the Parties regarding Marketplace participation.

ARTICLE 38 - AMENDMENTS

BERTHA may amend this Agreement upon reasonable advance notice.

Material changes shall become effective on the date specified in the notice.

Continued Marketplace participation after the effective date constitutes acceptance, except where applicable law requires affirmative consent.

ARTICLE 39 - GENERAL PROVISIONS

If any provision is held unenforceable, the remaining provisions remain in effect.

Failure to enforce any provision shall not constitute a waiver.

Section headings are for convenience only.

Electronic signatures shall have the same legal effect as handwritten signatures, subject to applicable law.

ARTICLE 40 - EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Marketplace Vendor Agreement by their duly authorized representatives.

BERTHA, INC.

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

VENDOR

Legal Entity: _____

Jurisdiction of Organization: _____

Business Registration Number: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

APPENDIX SECTION

The following Appendices are incorporated into and form an integral part of the BERTHA Marketplace Vendor Agreement. They operationalize the schedules referenced throughout the Agreement. If an Appendix conflicts with the body of the Agreement, the body of the Agreement controls unless the Appendix expressly modifies a specific provision. Mandatory applicable law controls to the extent it cannot lawfully be varied by contract.

APPENDIX A — MARKETPLACE COMMISSION SCHEDULE

This Appendix implements Article 8 and establishes the standard Marketplace commission structure.

Product Category	Standard Commission	Application
General Merchandise	5%	Applied to GMV for completed Marketplace transactions.
Fashion & Apparel	7%	Applied to GMV for completed Marketplace transactions.
Beauty & Personal Care	7%	Applied to GMV for completed Marketplace transactions.
Home & Living	5%	Applied to GMV for completed Marketplace transactions.
Consumer Electronics	5%	Applied to GMV for completed Marketplace transactions.
Food & Specialty Grocery	5%	Applied to GMV for completed Marketplace transactions.
Health & Wellness	5%	Applied to GMV for completed Marketplace transactions.
Arts & Handmade Goods	5%	Applied to GMV for completed Marketplace transactions.
Luxury Goods	9%	Applied to GMV for completed Marketplace transactions.

Product Category	Standard Commission	Application
Digital Products	9%	Applied to GMV for completed Marketplace transactions.
Private Label Programs	Negotiated	Established by separate written commercial terms.

A.1 Commission Administration

• Commission is calculated against applicable Gross Merchandise Volume unless separate written program terms state otherwise.

• Taxes collected by BERTHA on behalf of a taxing authority are not treated as Vendor proceeds.

• Refunds, reversals, chargebacks, authorized adjustments, and promotional credits may be reflected in settlement calculations.

• BERTHA may change commission schedules prospectively upon reasonable notice; changes do not apply retroactively to completed transactions.

• Approved promotional, Founding Vendor, strategic partnership, or private-label terms may supersede the standard rate for the stated program period.

APPENDIX B — PROFESSIONAL & ENTERPRISE STORE SUBSCRIPTION FEES

Storefront Type	Monthly Subscription	Core Commercial Treatment
Marketplace Listing	No Monthly Fee	Central Marketplace participation without a dedicated paid storefront.
Basic Store	USD $29	Dedicated branded Marketplace presence
Professional Store	USD $79	Dedicated branded Marketplace presence and eligible enhanced features.
Enterprise Store	USD $199	Advanced commerce capabilities for established and multi-location organizations.
Enterprise Plus	Negotiated	Custom scope, integrations, support, and commercial terms.

B.1 Billing and Program Administration

• Subscription fees are separate from Marketplace commissions, payment processing, advertising, fulfillment, and other optional service charges.

• BERTHA may waive or reduce fees for promotional programs, strategic partnerships, or the Founding Vendor Program.

• Feature availability may vary by geography, technology release, Vendor qualification, and selected service package.

• Enterprise Plus services require a separate written scope or order form defining fees, implementation responsibilities, and service assumptions.

APPENDIX C — BERTHA FULFILLMENT FEE SCHEDULE

Articles 8.05 and 11 contemplate a separately published BERTHA Fulfillment fee schedule, but the Agreement does not establish numeric fulfillment rates. This Appendix therefore establishes the controlled fee categories and charging rules without introducing unapproved rates.

Service Category	Charge Basis	Commercial Rule
Inventory Receiving & Inspection	Per shipment, pallet, carton, unit, labor hour, or approved combination	Rate stated in the then-current BFS rate card or Vendor order form.
Storage	Per pallet, bin, cubic volume, unit, or other published measure	May vary by product characteristics, duration, season, and facility.
Pick & Pack	Per order and/or unit	May vary by item count, handling complexity, and packaging requirements.
Packaging Materials	Per material/unit used	Specialty or branded packaging may carry additional charges.
Domestic Shipping	Carrier/pass-through plus applicable service charges	Based on destination, weight, dimensions, service level, and carrier terms.
International Shipping	Carrier/pass-through plus applicable service charges	May include cross-border handling; duties and taxes are governed separately.
Returns Processing	Per return/unit and disposition activity	Inspection, restocking, refurbishment, disposal, or return-to-Vendor may be separately charged.
Cross-Docking	Per shipment/pallet/unit	Rate based on handling requirements.

Service Category	Charge Basis	Commercial Rule
Cruise Retail Replenishment	Per movement/order/project	Quoted according to port, vessel, timing, and handling requirements.
Event / Wholesale Fulfillment	Per project/order	Quoted according to scope and service level.

C.1 Fee Controls

• Only fees published by BERTHA or accepted by Vendor in an applicable order form, rate card, or service enrollment are chargeable.

• Vendor remains responsible for product preparation, labeling, regulatory compliance, and accurate shipment documentation.

• Extraordinary handling, regulated goods, oversized items, failed delivery, rework, storage exceptions, and customs-related services may require separate written pricing.

• BERTHA is not importer of record solely by providing fulfillment or logistics coordination unless expressly agreed in writing.

APPENDIX D — ADVERTISING PRODUCTS & PRICING

Article 8.04 identifies optional advertising products but does not approve numeric advertising rates. Campaign-specific prices are therefore governed by BERTHA's then-current Advertising Rate Schedule, insertion order, or campaign authorization.

Advertising Product	Permitted Pricing Model	Operational Description
Sponsored Products	CPC, CPM, flat placement, or campaign package	Promoted product visibility in eligible Marketplace placements.
Sponsored Storefronts	CPM, flat placement, or campaign package	Enhanced visibility for an approved Vendor storefront.
Homepage Placement	CPM, flat placement, sponsorship, or package	Premium Marketplace homepage exposure subject to inventory.
Category Sponsorships	Flat sponsorship, CPM, or package	Category-level promotional presence.
BERTHA Social Media Campaigns	Campaign package, CPM, CPC, or production-plus-media	BERTHA-managed social promotion where available.
Email Marketing Campaigns	CPM, flat campaign, or package	Targeted email promotion subject to consent, privacy, and campaign standards.
Influencer Collaborations	Negotiated campaign fee	Creator/influencer activation subject to separate scope and disclosures.
Seasonal Promotions	Campaign package, sponsorship, or performance model	Holiday, seasonal, and Marketplace-wide promotional programs.
BERTHA TV Features	Negotiated	Future media placement when available.

D.1 Advertising Standards

• Advertising participation is optional unless expressly included in a separate commercial program.

• Vendor advertising must be accurate, substantiated, non-deceptive, legally compliant, and consistent with Article 17.

• Campaign pricing, audience, duration, inventory, creative requirements, measurement methodology, cancellation terms, and billing must be stated in the applicable campaign authorization.

• BERTHA may reject, pause, or remove advertising that creates legal, reputational, security, customer-trust, or Marketplace-integrity concerns.

APPENDIX E — VENDOR PERFORMANCE STANDARDS & SERVICE LEVELS

This Appendix operationalizes Articles 12, 14, and 18.

Performance Area	Standard / Indicator	Corrective Response
On-Time Shipment	At least 95%	Performance review, corrective action plan, training, monitoring, or program restriction.
Tracking Accuracy	Accurate and timely tracking information	Correction, monitoring, and escalation for repeated failures.
Customer Response	Within 24 hours on Business Days; within 48 hours on weekends/holidays where applicable	Service improvement plan or enhanced monitoring.
Order Defect Rate	Monitored objectively by BERTHA	Thresholds may be published by program/category; material deterioration may trigger review.
Cancellation Rate	Monitored objectively by BERTHA	Excessive Vendor-caused cancellations may trigger corrective action.
Inventory Accuracy	Reasonably current and accurate	Listing controls, inventory remediation, or temporary restrictions.
Customer Ratings	Monitored as a quality indicator	Pattern-based review; ratings are not the sole basis for enforcement.

Performance Area	Standard / Indicator	Corrective Response
Return Rate	Monitored by category and cause	Product-quality, listing, packaging, or fulfillment review as appropriate.

E.1 Performance Governance

• BERTHA may establish higher standards for premium programs and shall communicate material program-specific requirements.

• Performance decisions should use objective data, documented trends, customer impact, compliance history, and proportional corrective action.

• High-performing Vendors may qualify for preferred placement, marketing opportunities, reduced fulfillment pricing where applicable, early feature access, and Vendor recognition.

• Nothing limits BERTHA's right to take immediate action for fraud, counterfeit goods, safety risks, sanctions concerns, cybersecurity threats, or other significant Marketplace-integrity risks.

APPENDIX F — RETURNS & WARRANTY MATRIX

This Appendix implements Article 15 and provides the baseline returns framework.

Category / Situation	Baseline Treatment	Vendor Obligation
Eligible Standard Products	30-day return period unless a category-specific exception applies	Process approved returns and applicable refunds.
Defective Merchandise	Return, replacement, refund, or warranty remedy as appropriate	Honor applicable warranties and cooperate in resolution.
Personalized Products	May be designated non-returnable	Clearly disclose restrictions before purchase where required.
Perishable Goods	May be designated non-returnable	Comply with product-quality, safety, and applicable consumer-law obligations.
Hazardous Materials	May be designated non-returnable or subject to controlled return procedures	Follow legal and carrier handling requirements.
Digital Downloads	May be designated non-returnable	Disclose applicable terms and comply with mandatory consumer rights.
Certain Health Products	May be designated non-returnable	Comply with hygiene, safety, regulatory, and mandatory consumer-law requirements.
Legally Restricted Products	Return treatment governed by applicable law and BERTHA policy	Do not direct a Customer to make an unlawful shipment or disposition.

F.1 General Rules

• Mandatory consumer rights prevail over Marketplace policy.

• Vendor shall cooperate with BERTHA in dispute investigations and provide transaction, shipment, warranty, and product records reasonably requested.

• BERTHA may intervene where reasonably necessary to preserve customer confidence or comply with law.

• Refund, replacement, restocking, return-shipping, and disposition responsibility may be allocated by the cause of the return and applicable program terms.

APPENDIX G — RESTRICTED & REGULATED PRODUCTS POLICY

The Agreement prohibits unlawful, counterfeit, unsafe, infringing, deceptive, or otherwise restricted products. Because it does not provide an exhaustive category-specific prohibition list, this Appendix establishes a risk-based control framework without introducing unsupported product bans.

G.1 Prohibited Product Conditions

• Counterfeit, fraudulent, stolen, materially misrepresented, or unlawfully manufactured goods.

• Products that infringe third-party intellectual property rights.

• Products subject to a government recall, known material safety defect, or regulatory prohibition.

• Products that cannot lawfully be sold, exported, imported, advertised, shipped, or possessed in the applicable jurisdiction.

• Products offered without required licenses, certifications, labeling, warnings, or regulatory approvals.

• Products whose sale would cause BERTHA or its payment, logistics, banking, or technology partners to violate applicable sanctions, anti-money laundering, export-control, or other legal obligations.

G.2 Regulated Product Review

• BERTHA may require product-specific certifications, safety records, licenses, permits, test reports, supply-chain records, or other evidence before listing or continued sale.

• BERTHA may restrict a product by country, customer type, fulfillment method, payment method, or other risk control.

• Vendor must immediately report recalls, safety concerns, manufacturing defects, or regulatory actions affecting listed products.

• BERTHA may suspend affected listings immediately while conducting a compliance review.

APPENDIX H — COUNTRY ADDENDA

Article 34 provides that country-specific legal requirements supplement the Agreement and that mandatory local law controls where required. The Agreement identifies Kenya and Ghana as initial Country Addenda but does not specify jurisdiction-specific statutory clauses. The provisions below establish operational addenda and mandatory-law controls without introducing unapproved local legal citations. Jurisdiction-specific statutory references, tax treatment, consumer-law notices, privacy clauses, and regulatory registrations should be validated by qualified local counsel before launch.

H.1 Ghana Addendum

• A Vendor operating from, selling into, or fulfilling within Ghana must maintain all business, tax, product, import/export, and sector-specific registrations required for its activities.

• Vendor must comply with mandatory Ghanaian consumer, privacy/data-protection, product-safety, advertising, electronic-commerce, tax, customs, and trade requirements applicable to the transaction.

• Where mandatory Ghanaian law grants a Customer rights greater than those stated in the Agreement, the mandatory local right controls for the affected transaction.

• Cross-border settlement, currency conversion, and payment services remain subject to applicable banking, foreign-exchange, sanctions, and financial-services controls.

• BERTHA is not importer of record unless expressly designated in writing.

H.2 Kenya Addendum

• A Vendor operating from, selling into, or fulfilling within Kenya must maintain all business, tax, product, import/export, and sector-specific registrations required for its activities.

• Vendor must comply with mandatory Kenyan consumer, privacy/data-protection, product-safety, advertising, electronic-commerce, tax, customs, and trade requirements applicable to the transaction.

• Where mandatory Kenyan law grants a Customer rights greater than those stated in the Agreement, the mandatory local right controls for the affected transaction.

• Cross-border settlement, currency conversion, and payment services remain subject to applicable banking, foreign-exchange, sanctions, and financial-services controls.

• BERTHA is not importer of record unless expressly designated in writing.

H.3 Future Jurisdictions

BERTHA may publish additional Country Addenda as the Marketplace expands. Each addendum should identify the affected Vendors/transactions, mandatory local requirements, consumer rights, privacy and data obligations, tax/customs responsibilities, settlement constraints, dispute-resolution modifications if required, and product or licensing restrictions.

APPENDIX I — VENDOR INSURANCE REQUIREMENTS

This Appendix implements Article 25. Insurance must be commercially reasonable and appropriate to the Vendor's risk profile.

Coverage	When Applicable	Evidence / Control
Commercial General Liability	General commercial operations where commercially reasonable or required	Certificate of insurance upon reasonable request.
Product Liability	Vendors manufacturing, distributing, importing, or selling products presenting product-liability exposure	Coverage appropriate to product and jurisdiction.
Cyber Liability	Vendors handling customer information or presenting material cyber/data exposure	Coverage appropriate to data and technology risk.
Professional Liability	Service or professional Vendors where errors/omissions exposure exists	Coverage appropriate to service risk.
Workers' Compensation	Where required by applicable law	Statutory or legally compliant coverage.
Cargo Insurance	Where Vendor bears cargo/transit risk or program terms require it	Coverage appropriate to value, route, and shipping mode.

I.1 Insurance Administration

• BERTHA may request certificates of insurance upon reasonable notice.

• Specific limits, endorsements, additional-insured requirements, deductibles, and territorial scope may be established by program, product risk, jurisdiction, or separate commercial terms.

• Maintaining insurance does not limit Vendor's contractual responsibility, indemnification obligations, or compliance duties.

• Failure to maintain legally required or expressly required program insurance may result in restriction, suspension, or termination.

APPENDIX J — BERTHA MARKETPLACE SEAL & VENDOR RECOGNITION PROGRAM

J.1 BERTHA Certified Marketplace Vendor

After successful onboarding, KYB verification, and execution of the Agreement, BERTHA may authorize the designation "BERTHA Certified Marketplace Vendor." The designation confirms satisfaction of BERTHA's initial admission standards; it is not a product endorsement.

J.2 Recognition Levels

1. BERTHA Registered Vendor

2. BERTHA Certified Marketplace Vendor

3. BERTHA Preferred Vendor

4. BERTHA Elite Vendor

5. BERTHA Founder's Circle Vendor

J.3 Advancement Criteria

• Customer satisfaction and service quality.

• Fulfillment and shipment performance.

• Compliance and Marketplace-integrity history.

• Product quality and authenticity.

• Inventory and listing accuracy.

• Customer responsiveness.

• Overall contribution to the Marketplace.

J.4 Use of Seal and Recognition

• Vendor may use only the seal, badge, or designation expressly authorized by BERTHA and only while in good standing.

• Use must comply with BERTHA Brand Guidelines and may not imply endorsement of a specific product unless BERTHA expressly authorizes such representation.

• BERTHA may suspend or revoke recognition for performance deterioration, compliance failures, misuse of BERTHA intellectual property, or termination of Marketplace participation.

• Recognition levels do not alter contractual rights unless expressly stated in a separate written program.

APPENDIX K — FOUNDING VENDOR PROGRAM TERMS

This Appendix supplements Article 9 and governs participation in the BERTHA Founding Vendor Program.

K.1 Eligibility

• Acceptance during BERTHA's designated launch enrollment period and within any program limits established by BERTHA.

• Successful KYB verification.

• Execution of the Marketplace Vendor Agreement.

• Completion of Vendor onboarding.

• Compliance with Marketplace standards and maintenance of good standing.

K.2 Potential Program Benefits

• Reduced Marketplace commissions for an initial promotional period.

• Complimentary Professional Store subscription.

• Priority onboarding.

• Featured Marketplace placement.

• Launch campaign participation.

• Social media promotion.

• Vendor spotlight features.

• Early access to Marketplace enhancements.

• Invitations to Founding Vendor events.

• Eligibility for the Founding Vendor Council.

K.3 Program Conditions

• Benefits are promotional, subject to availability, and may be modified or discontinued for future applicants.

• The duration, amount, or commercial value of any specific benefit must be stated in the applicable Founding Vendor enrollment communication or written program terms.

• Founding Vendor status does not excuse compliance with the Agreement, Marketplace standards, customer obligations, product requirements, or applicable law.

• While actively participating and in good standing, an authorized participant may use the designation “Founding Vendor – BERTHA Marketplace” in accordance with BERTHA Brand Guidelines.

• BERTHA may suspend or revoke program benefits for material breach, fraud, counterfeit activity, loss of eligibility, repeated performance failures, or misuse of BERTHA intellectual property.

K.4 No Guaranteed Commercial Outcome

Founding Vendor status provides program recognition and eligible benefits but does not guarantee sales volume, search ranking, customer traffic, financing, international expansion, or participation in any future BERTHA service.

APPENDIX L — BERTHA LINKED STORE PROGRAM TERMS

This Appendix establishes the commercial, operational, attribution, and customer-experience requirements for Vendors approved to use BERTHA as a discovery and demand-generation channel while completing qualifying transactions through an approved external Vendor-operated ecommerce destination.

L.1 Program Purpose

The BERTHA Linked Store Program expands Marketplace participation for Vendors that maintain their own ecommerce infrastructure. It is intended to increase customer discovery, Vendor visibility, and Diasporan commerce while allowing participating Vendors to retain control of their external checkout and transaction operations.

L.2 Eligibility and Approval

• Vendor must satisfy the eligibility, KYB, good-standing, product-compliance, advertising, and Marketplace-integrity requirements of this Agreement.

• The external commerce destination must be owned, controlled, or expressly authorized by Vendor and must accurately represent the approved Vendor identity.

• BERTHA may review the external destination for customer experience, security, product legality, brand integrity, accessibility, privacy, and operational risk before approval and periodically thereafter.

• Approval for a Linked Store does not automatically confer eligibility for BERTHA Fulfillment, BERTHA Financial, premium advertising, or other BERTHA services.

L.3 Commercial Model

Revenue Component	**Program Treatment**	**Commercial Principle**
Linked Store Subscription / Listing Fee	Published by BERTHA by tier	Recurring access and listing revenue; may vary by Vendor size, features, catalog volume, geography, or service level.
Premium Placement	Optional paid service	Featured storefront, product, category, search, homepage, seasonal, or other approved premium visibility.

Advertising	Optional paid service	May include sponsored products, email, social media, display, category sponsorship, influencer, retargeting, and other approved campaigns.
Demand-Generation Services	Optional / packaged	Campaign management, creative, analytics, audience targeting, and related services may be priced separately.
External Linked Store Transaction Commission	0% by default	No standard Marketplace commission on a qualifying sale completed entirely on the approved external Vendor site, unless a separate written program expressly provides otherwise.

BERTHA may publish multiple Linked Store subscription tiers and promotional programs. Specific subscription prices, listing limits, advertising rates, premium-placement fees, campaign minimums, and bundled services shall be maintained in BERTHA's controlled commercial rate schedules rather than embedded permanently in this Agreement unless expressly approved.

L.4 Qualifying Linked Store Transaction

A qualifying Linked Store transaction is a transaction in which a customer discovers or engages with a Vendor, product, service, advertisement, or storefront through BERTHA and completes checkout and payment entirely through the Vendor's approved external commerce destination without using BERTHA Marketplace checkout or settlement infrastructure.

L.5 Vendor Responsibility for External Transactions

• Vendor is the seller responsible for the external transaction unless applicable law or separate written terms provide otherwise.

• Vendor is responsible for external-site pricing, checkout, payment processing, taxes, order acceptance, fulfillment, shipping, customer service, returns, refunds, warranties, chargebacks, fraud controls, and legally required disclosures.

• Vendor must maintain accurate product availability, pricing, descriptions, terms, and customer-service information on the linked destination.

• Vendor must not imply that BERTHA guarantees, fulfills, insures, or processes an external transaction unless BERTHA expressly provides the applicable service.

• Vendor must maintain commercially reasonable website, payment, privacy, and cybersecurity safeguards appropriate to its operations.

L.6 Customer Experience and Disclosure

• BERTHA may identify a link as directing the customer to an external Vendor-operated destination.

• Vendor shall provide a professional, functional, mobile-accessible, and commercially reasonable customer experience.

• The external destination may not contain materially deceptive content, unauthorized redirects, malware, counterfeit goods, prohibited products, or practices that undermine customer trust.

• BERTHA may suspend or remove links that create material legal, security, reputational, customer-service, or Marketplace-integrity risk.

L.7 Attribution and Measurement

• BERTHA may deploy privacy-compliant outbound links, referral identifiers, campaign codes, pixels, APIs, server-side integrations, or comparable technologies to measure attributable activity.

• Metrics may include impressions, clicks, sessions, conversion rate, orders, attributable GMV, average order value, advertising return, and other commercial-performance indicators.

• Vendor shall provide reasonable cooperation necessary to implement approved attribution and shall not knowingly disable, manipulate, obscure, or falsify attribution data.

• Attribution data may be used for Vendor analytics, campaign reporting, Marketplace planning, fraud prevention, commercial optimization, and aggregate business intelligence, subject to applicable privacy and data-governance requirements.

• Attribution does not by itself convert BERTHA into the seller, merchant of record, payment processor, or fulfillment provider for the external transaction.

L.8 Premium Placement and Advertising

• Paid placement must be distinguishable from organic Marketplace results where required by BERTHA policy or applicable law.

• Purchase of advertising or premium placement does not guarantee sales, traffic, search position, conversion volume, or commercial results.

• Campaign pricing, inventory, audience, duration, creative requirements, measurement, cancellation terms, and billing shall be stated in the applicable rate schedule or campaign authorization.

• BERTHA retains authority over Marketplace design, ranking systems, advertising inventory, customer experience, and the placement of sponsored content.

L.9 Relationship to Full Marketplace Participation

A Vendor may participate in both the BERTHA Linked Store Program and BERTHA's full Marketplace transaction model if approved. Transactions completed through BERTHA Marketplace checkout remain subject to the commissions, settlement terms, payment rules, and other provisions applicable to Marketplace transactions. Transactions completed entirely through an approved Linked Store are governed by this Appendix and the Vendor's external transaction terms.

L.10 Program Suspension or Termination

• BERTHA may suspend or terminate Linked Store privileges for material breach, repeated customer complaints, fraud, counterfeit activity, attribution manipulation, cybersecurity risk, unlawful products, deceptive redirects, loss of Vendor eligibility, or other significant Marketplace-integrity concerns.

• Upon suspension or termination, BERTHA may disable external links, advertising, premium placement, and Linked Store visibility while preserving rights and obligations arising before the effective date.

• Termination of Linked Store participation does not necessarily terminate the entire Vendor Agreement unless BERTHA or Vendor separately terminates the Agreement under Article 31.

L.11 Controlled Pricing Schedule

The specific Linked Store subscription tiers, catalog/listing allowances, premium-placement prices, advertising rates, and promotional discounts shall be maintained as a controlled BERTHA commercial schedule. This permits BERTHA to adjust pricing prospectively in response to market conditions, geography, audience scale, service capabilities, and Vendor segmentation without changing the underlying legal architecture of this Appendix.

BERTHA LINKED STORE COMMERCIAL RATE SCHEDULE

Version 2026.1 | Controlled Commercial Schedule

Applies to Appendix L — BERTHA Linked Store Program Terms

1. Purpose and Commercial Principle

This Rate Schedule establishes recommended pricing for the BERTHA Linked Store Program. The model monetizes merchant access, enhanced visibility, advertising, and demand generation while preserving a 0% standard BERTHA Marketplace transaction commission on qualifying purchases completed entirely through an approved Vendor-operated external ecommerce destination.

The rates below are recommended launch rates for commercial approval. They are intentionally maintained outside the core Vendor Agreement so BERTHA may adjust pricing prospectively by market, geography, audience scale, Vendor segment, and service capability.

2. Linked Store Subscription Tiers

Tier	Monthly	Annual	Included Active Listings	Recommended For	Core Entitlements
Linked Store Basic	$29	$299	Up to 50	Emerging and small merchants	Vendor profile; outbound store link; standard Marketplace discovery; basic click analytics; eligibility to purchase advertising.
Linked Store Professional	$79	$799	Up to 500	Growth-stage merchants	All Basic features; enhanced storefront profile; product collections; conversion attribution where integrated; campaign reporting; priority eligibility for premium placement.

Tier	Monthly	Annual	Included Active Listings	Recommended For	Core Entitlements
Linked Store Enterprise	$199	$1,999	Up to 5,000	Established brands and multi-category merchants	All Professional features; expanded catalog; advanced analytics; API/feed eligibility; multi-user administration; priority support; enhanced campaign tools.
Linked Store Enterprise Plus	Negotiated	Negotiated	Custom	Large, multi-brand, multinational, or high-volume organizations	Custom catalog/feed architecture; dedicated account support; advanced integrations; negotiated advertising and data services.

Annual pricing provides approximately two months of savings versus month-to-month pricing and supports higher merchant retention and predictable recurring revenue.

3. Additional Catalog / Listing Capacity

Add-On	Monthly Fee	Capacity
Listing Pack 100	$10	100 additional active listings
Listing Pack 500	$35	500 additional active listings
Listing Pack 2,500	$125	2,500 additional active listings
Custom Catalog Capacity	Negotiated	Above standard Enterprise requirements

Listing fees apply to active, externally linked product or service records and do not create a BERTHA transaction commission.

4. Premium Placement

Placement	Rate	Billing Unit	Notes
Featured Product — Category	$25	Per 7 days	Enhanced visibility within an eligible product category.
Featured Product — High-Traffic Category	$75	Per 7 days	Used where audience volume or seasonal demand supports premium pricing.
Featured Linked Store — Category	$100	Per 7 days	Prominent merchant placement within an eligible category.
Featured Linked Store — Marketplace	$250	Per 7 days	Broader Marketplace exposure subject to inventory.
Homepage Featured Store	$500	Per 7 days	Premium homepage inventory; creative approval required.
Seasonal / Event Feature	$250–$1,500	Per campaign	Pricing varies by event, duration, audience, and inventory.
Category Sponsorship	$1,000–$5,000+	Per month/campaign	Exclusive or limited-share sponsorship; scope defined in campaign authorization.

Premium placement increases visibility but does not guarantee traffic, conversion, ranking, or sales.

5. Advertising Rate Card

Advertising Product	Launch Rate	Minimum / Control	Primary Metric
BERTHA Email Marketing	$10 CPM	10,000 delivered-email equivalent recommended campaign minimum	Delivered audience / clicks / attributable conversion
Sponsored Product Display	$8 CPM or $0.75 CPC	Campaign minimum $250	Impressions or qualified clicks

Advertising Product	Launch Rate	Minimum / Control	Primary Metric
Sponsored Storefront Display	$10 CPM or $1.00 CPC	Campaign minimum $250	Impressions or qualified clicks
Category Display / Native Placement	$12 CPM	Campaign minimum $500	Qualified category impressions
Homepage Display / Native Placement	$18 CPM	Campaign minimum $750	Premium impressions
Retargeting / High-Intent Audience	$15 CPM or $1.50 CPC	Campaign minimum $500	Qualified return traffic / conversion
BERTHA Social Media Campaign	From $500	Media/production scope separately identified	Reach, engagement, clicks, attributable conversion
Influencer / Creator Activation	Negotiated	Written campaign scope required	Reach, engagement, clicks, attributable conversion
Integrated Multi-Channel Campaign	From $1,500	Custom campaign authorization	Blended campaign performance

CPM means cost per 1,000 eligible impressions or delivered audience units, as defined in the applicable campaign authorization. CPC means cost per eligible click. BERTHA may use fixed-fee, CPM, CPC, sponsorship, production-plus-media, or blended pricing where appropriate.

6. Bundled Programs

Package	Monthly Price	Included Value
Growth	$149	Professional Linked Store + $100 monthly advertising credit.
Accelerate	$349	Professional Linked Store + $300 monthly advertising credit + one Featured Store category placement per month.
Scale	$749	Enterprise Linked Store + $600 monthly advertising credit + one Marketplace Featured Store placement per month + enhanced campaign reporting.

Package	Monthly Price	Included Value
Enterprise Growth	Negotiated	Enterprise Plus services, committed media spend, dedicated account support, and custom integrations.

Advertising credits are promotional service value, not cash, are non-transferable, expire at the end of the applicable billing period unless BERTHA states otherwise, and cannot be applied to third-party pass-through costs unless expressly approved.

7. Founding Vendor / Launch Incentives

- BERTHA may waive or reduce Linked Store subscription fees for an approved introductory period.
- BERTHA may provide promotional advertising credits, premium placement, or annual-plan discounts to qualified Founding Vendors.
- Launch incentives should be time-limited and documented so that BERTHA can measure conversion to full-price recurring revenue.
- Promotional terms do not permanently modify the standard Rate Schedule.

8. Attribution and Commercial Reporting

For merchants using approved attribution integrations, BERTHA should report at minimum:

- Marketplace impressions and store/product views.
- Outbound clicks to the Vendor-operated store.
- Click-through rate and cost per click where applicable.
- Attributed orders and conversion rate where measurable.
- Attributed Gross Merchandise Volume and average order value.
- Advertising spend and revenue attributable to the campaign.
- Return on advertising spend (ROAS) and cost per attributable order.
- Subscription and advertising spend relative to attributable merchant revenue.

Attribution reporting is a commercial-performance tool and does not convert BERTHA into the seller, merchant of record, payment processor, or fulfillment provider for an external Linked Store transaction.

9. Discount and Pricing Authority

- Standard discounts up to 15% may be approved for annual commitments, launch promotions, strategic campaigns, or bundled services under delegated commercial authority.

- Discounts greater than 15%, free periods longer than six months, exclusive sponsorship pricing, or custom Enterprise Plus economics should require documented executive or designated commercial approval.
- BERTHA may establish geography-specific pricing where purchasing power, currency, market maturity, operating cost, or competitive conditions justify localization.
- All rates are prospective and may be modified upon reasonable notice consistent with the Vendor Agreement.

10. Revenue Architecture

The Linked Store Program will be managed as a recurring merchant-services revenue model with four primary revenue streams: (1) subscription and listing revenue; (2) premium placement revenue; (3) advertising and demand-generation revenue; and (4) optional analytics, integration, creative, and enterprise service revenue.

11. Illustrative Unit Economics

Illustrative Merchant Mix	Monthly Merchant Revenue	Annualized Revenue
Basic subscription only	$29	$348
Professional subscription only	$79	$948
Professional + $150 average monthly advertising	$229	$2,748
Enterprise + $500 average monthly advertising	$699	$8,388
Enterprise + $1,500 advertising/premium placement	$1,699	$20,388

These examples illustrate BERTHA revenue per merchant and **are not forecasts or guarantees**. Enterprise financial projections should separately model merchant count, tier mix, advertising adoption, churn, annual-plan adoption, promotional discounts, and average advertising spend.

12. Approval and Document Control

COMMERCIAL APPROVAL REQUIRED. Before external publication, BERTHA will approve final subscription prices, advertising inventory definitions, campaign minimums, discount authority, tax treatment, billing/refund rules, and any geography-specific rates.