



AFRIQ GLOBAL MARKET LIMITED

SERVICE AGREEMENT

Version 4.0 (Final) | Effective 1 September 2026

Document Title	Service Agreement
Version	4.0 (Final)
Previous Version	3.1 (Amendment — 5 August 2026) — Superseded and Replaced in Full
Effective Date	1 September 2026
Issuing Party	Afriq Global Market Limited
Jurisdiction	Michigan, United States of America (Multi-Jurisdictional)
Website	www.afriqglobal.org
Status	CONFIDENTIAL — FINAL VERSION

► **AMENDMENT NOTICE — VERSION 4.0**

This Service Agreement Version 4.0 supersedes and replaces Service Agreement Version 3.1 (dated 5 August 2026) **in its entirety**. Vendors, Buyers, Influencers, and all other Users of the Platform are bound exclusively by this Version 4.0 from the Effective Date of 1 September 2026.

Key changes from Version 3.1 to Version 4.0:

(a) Article 2.6 — Service Level Standards (New Article Added): A new Article 2.6 has been introduced in full. This Article sets out platform uptime commitments and measurement methodology; scheduled maintenance communication procedures and timelines; emergency maintenance notification obligations; technical incident response times and post-incident reporting obligations; procedures applicable during payment processing unavailability; order protection during system outages; customer support hours (Monday–Saturday) and response time targets for standard and urgent matters; dispute resolution timelines; escalation procedures at three levels (senior support, Platform Operations Manager, and CEO); Vendor

response time obligations for Buyer enquiries, support team queries, and returns/refunds; and the Company's right to recover escrowed funds on Vendor default.

(b) Article 3.4A — Prohibited Items Schedule Relocated: The full Prohibited and Restricted Products Schedule previously appearing as Article 3.4A in the body of the Agreement has been relocated to **Appendix B** for improved readability and ease of reference. Article 3.4 in the body of this Agreement now contains a concise cross-reference clause directing all parties to Appendix B. The substantive content of the Schedule is unchanged.

(c) Version Cross-References Updated: All references in this Agreement to Related Documents have been updated as follows: Privacy Policy updated to **v3.0**; Vendor Onboarding and KYC Policy updated to **v2.0**.

(d) Effective Date Updated: The effective date has been updated from 5 August 2026 to **1 September 2026**.

⚠ IMPORTANT LEGAL NOTICE — PLEASE READ CAREFULLY

**This is a legally binding agreement between you and Afriq Global Market Limited.
Please read every section carefully. If you do not agree to these terms, you may not use
the Platform.**

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ARTICLE 1 — DEFINITIONS

In this Agreement, the following terms shall have the meanings set out below. Defined terms appear in Title Case throughout this Agreement.

1.1 "Platform" means the Afriq Global Market digital marketplace, including all web and mobile applications, APIs, backend systems, and associated infrastructure operated by Afriq Global Market Limited, accessible at www.afriqglobal.org.

1.2 "Company", "we", "us", or "our" means Afriq Global Market Limited, a company incorporated in Michigan, United States of America, operating a multi-jurisdictional e-commerce marketplace.

1.3 "Vendor" means any individual, sole trader, partnership, limited liability company, corporation, cooperative, manufacturer, distributor, wholesaler, or other business entity that has registered on the Platform to list, promote, and sell Products to Buyers.

1.4 "Buyer" means any individual or entity that accesses the Platform for the purpose of browsing, selecting, purchasing, or receiving Products listed by Vendors.

1.5 "User" means any person who accesses or uses the Platform in any capacity, including Vendors, Buyers, Influencers, and guests.

1.6 "Products" means all physical goods, digital products, and services listed by Vendors on the Platform, subject to the Prohibited and Restricted Products Schedule set out in Appendix B.

1.7 "Commission" means the percentage of each completed transaction retained by the Company as remuneration for providing the Platform, as set out in Article 4.

1.8 "Auto-Confirmation Period" means the period after which delivery of a Product is deemed confirmed if a Buyer has not raised a dispute. The Auto-Confirmation Period is:

(a) forty-eight (48) to seventy-two (72) hours from the time of delivery confirmation for orders delivered within Africa; and

(b) fourteen (14) calendar days from the time of delivery confirmation for international orders (orders delivered outside Africa).

1.9 "Escrow" means the holding of funds by the payment processor or the Company on behalf of the Buyer pending delivery confirmation or dispute resolution, as further described in Article 6.

1.10 "Payment Processors" means the third-party payment processing entities integrated with the Platform, being:

- (a) **Paystack** — for Nigerian Naira (NGN) and within-Africa transactions;
- (b) **Flutterwave** — for within-Africa and supported international currency transactions;
- (c) **Stripe** — for non-NGN international transactions (outside Africa).

The Company may update its payment processor partners from time to time upon reasonable notice to Vendors.

1.11 "Logistics Partner" means Terminal Africa, the Company's exclusive integrated logistics partner for local, intra-Africa, and international shipping and fulfilment services. The Company may update its logistics partner upon written notice to Vendors.

1.12 "Influencer" means a registered User who has been approved under the Influencer Revenue-Share Program set out in Article 8 and who drives traffic and transactions to the Platform through approved digital channels.

1.13 "KYC" means Know Your Customer verification procedures undertaken by the Company or its designated verification partners in accordance with the Vendor Onboarding and KYC Policy v2.0.

1.14 "Vendor Dashboard" means the administrative interface made available to Vendors within the Platform for the management of listings, inventory, orders, payouts, and account settings.

1.15 "Net Revenue" means the total transaction value of a completed order less applicable taxes, refunds, chargebacks, and payment processing fees.

1.16 "Intellectual Property Rights" means all patents, trademarks, trade names, service marks, copyright, design rights, database rights, trade secrets, know-how, and all other intellectual and industrial property rights, whether registered or unregistered, in any jurisdiction.

1.17 "Applicable Laws" means all applicable statutes, regulations, rules, ordinances, orders, guidelines, and official directives of any governmental authority with jurisdiction over a party or over the subject matter of this Agreement, including without limitation the laws of the State of Michigan (USA), the Federal Republic of Nigeria (including FCCPA and NDPA), the United Kingdom, the European Union (including GDPR), Canada, and any other African jurisdiction from which a Vendor or Buyer operates.

1.18 "Force Majeure Event" means any event beyond a party's reasonable control, including natural disasters, acts of government, war, terrorism, cyberattacks, epidemic or pandemic, power failures, or telecommunications infrastructure failures.

1.19 "Related Documents" means this Agreement read together with: (a) the Afriq Global Market Privacy Policy v3.0; (b) the Vendor Onboarding and KYC Policy v2.0; and (c) the Acceptable Use Policy, as each may be amended from time to time.

ARTICLE 2 — SCOPE OF SERVICES

2.1 Platform Services

The Company provides Vendors with access to the Platform as a commercial marketplace. Platform services include: product listing and catalogue management; inventory and order management tools; integrated checkout and payment facilitation; shipment tracking via Terminal Africa; dispute resolution facilitation; customer support services; Vendor Dashboard and analytics; and Influencer Revenue-Share Program administration.

2.2 Nature of Platform

The Company operates as a marketplace facilitator and not as a buyer, seller, or reseller of Products. The Company does not take title to any Products listed or sold through the Platform. Vendors remain solely responsible for the accuracy of their listings, the quality and legality of their Products, and fulfilment of orders.

2.3 Payment Facilitation

The Company facilitates payment processing through its Payment Processors (Paystack, Flutterwave, and Stripe) on behalf of Vendors. Payment terms and fund release conditions are set out in Articles 6 and 7.

2.4 Logistics Integration

The Company has integrated Terminal Africa as its exclusive logistics partner for shipment booking, tracking, and fulfilment. Vendors may access Terminal Africa's services through the Vendor Dashboard. Shipping rates, delivery timelines, and logistics terms are governed by the Vendor's agreement with Terminal Africa and the Company's logistics policy.

2.5 Customer Support

The Company provides platform-level customer support to assist Buyers and Vendors with account issues, order enquiries, dispute initiation, and general platform navigation. Vendors remain responsible for product-specific support, returns, and after-sales service.

2.6 Service Level Standards

2.6.1 Platform Availability. The Company targets a platform uptime of ninety-nine percent (99%) measured on a monthly basis, excluding scheduled maintenance windows and events outside the Company's reasonable control. Uptime is measured across core platform functions including checkout, Vendor Dashboard, and payment processing.

2.6.2 Scheduled Maintenance. The Company will provide Vendors and Buyers with no less than forty-eight (48) hours' advance notice of scheduled maintenance windows that are expected to affect platform availability. Scheduled maintenance will, where practicable, be carried out during off-peak hours (between 00:00 and 05:00 West Africa Time on weekdays, or at weekends). Notice will be provided via the Vendor Dashboard, email notification, and the Platform status page.

2.6.3 Emergency Maintenance. In cases of urgent or emergency maintenance necessary to protect platform security, data integrity, or operational continuity, the Company may act without advance notice. Emergency maintenance notifications will be published via the Platform status page and email to affected Vendors within two (2) hours of commencement.

2.6.4 Technical Incident Response. In the event of a major platform outage or critical technical incident (defined as any unplanned interruption affecting checkout, payment processing, or order management for more than thirty (30) minutes):

- (a) The Company will publish an initial incident notice within one (1) hour of detection;
- (b) The Company will provide status updates at minimum every two (2) hours until resolution;
- (c) The Company will publish a post-incident summary within five (5) business days of resolution.

2.6.5 Payment Processing Unavailability. If a payment processing service is temporarily unavailable:

- (a) The Platform will display a clear notification to Buyers and Vendors indicating the unavailability;
- (b) Buyers will be advised to retry the transaction after the stated recovery window;
- (c) No order will be confirmed or fulfilled until payment is successfully verified by the relevant Payment Processor;

(d) Funds already held in Escrow at the time of a payment processing outage will remain protected and will not be affected by the outage.

2.6.6 Orders During System Outage. Orders placed immediately prior to a system outage and for which payment has been successfully verified will be protected and processed upon restoration of platform services. Orders for which payment verification was in progress at the time of outage will be cancelled automatically and funds returned to the Buyer within five (5) business days.

2.6.7 Customer Support Hours and Response Times.

(a) Customer support is available Monday to Friday, 08:00 to 20:00 West Africa Time (WAT), and Saturday 09:00 to 17:00 WAT.

(b) The Company targets initial response to Buyer enquiries within four (4) business hours for standard queries and within one (1) business hour for urgent matters (including payment failures and delivery disputes).

(c) The Company targets resolution of standard disputes within five (5) business days and complex disputes within fifteen (15) business days of the dispute being formally logged.

2.6.8 Escalation Procedures. Where a Buyer or Vendor is not satisfied with an initial support response, the matter may be escalated through the following channels:

(a) **First escalation:** senior support agent review — within two (2) business days;

(b) **Second escalation:** Platform Operations Manager review — within five (5) business days;

(c) **Final escalation:** CEO/executive review — within ten (10) business days.

Contact details for each escalation level are set out in Appendix A.

2.6.9 Vendor Response Obligations. Vendors are required to:

(a) Respond to Buyer messages and order enquiries within twenty-four (24) hours of receipt;

(b) Respond to the Company's support team's queries and requests within forty-eight (48) hours;

(c) Initiate the returns or refunds process within three (3) business days of a verified Buyer complaint.

Failure to meet these response obligations may result in automated dispute resolution in favour of the Buyer and may constitute grounds for suspension under Article 11.

2.6.10 Refund and Return Escalation. Where a Vendor fails to process a valid refund or return within the timelines set out in Article 9, the Company reserves the right to release escrowed funds

directly to the Buyer and recover the equivalent amount from the Vendor's outstanding payout balance.

ARTICLE 3 — VENDOR REGISTRATION AND OBLIGATIONS

3.1 Registration Requirements

To register as a Vendor on the Platform, an applicant must:

- (a) Complete the online Vendor registration form in full and accurately;
- (b) Successfully complete the KYC and KYB verification process in accordance with the Vendor Onboarding and KYC Policy v2.0;
- (c) Connect a valid bank account or payment account with Paystack, Flutterwave, or Stripe as applicable to the Vendor's jurisdiction;
- (d) Accept and agree to this Agreement, the Privacy Policy v3.0, the KYC Policy v2.0, and the Acceptable Use Policy;
- (e) Be of legal age or have appropriate authority to enter into this Agreement in the Vendor's jurisdiction.

3.2 Vendor Obligations

By registering and operating as a Vendor, each Vendor agrees to:

- (a) Maintain accurate and up-to-date product listings, including pricing, descriptions, availability, and images;
- (b) Fulfil all accepted orders promptly and in accordance with the delivery timelines communicated to Buyers;
- (c) Comply with all Applicable Laws governing the sale, export, import, labelling, and distribution of their Products;
- (d) Obtain and maintain all licences, permits, and regulatory approvals required for their Products and business operations;
- (e) Not list, promote, or sell any Products included in the Prohibited and Restricted Products Schedule (Appendix B);

- (f) Cooperate with the Company's dispute resolution process and respond within the timeframes set out in Article 2.6.9;
- (g) Maintain sufficient inventory levels to fulfil listed products and update listings promptly when products are out of stock;
- (h) Handle all returns, refunds, and after-sales obligations in accordance with this Agreement and Applicable Laws;
- (i) Keep all account credentials and access details secure and confidential;
- (j) Immediately notify the Company of any material change to their business registration, ownership, tax status, or payment account details.

3.3 Vendor Representations and Warranties

Each Vendor represents and warrants, on a continuing basis, that:

- (a) The Vendor has full legal capacity and authority to enter into and perform this Agreement;
- (b) All information provided during registration and KYC verification is true, accurate, current, and complete;
- (c) The Vendor's Products do not infringe any third-party Intellectual Property Rights;
- (d) The Vendor's Products comply with all applicable health, safety, customs, import/export, and consumer protection laws;
- (e) The Vendor is not subject to any sanctions, export controls, or regulatory restrictions that would prohibit them from operating on an international marketplace;
- (f) The Vendor's bank or payment account used on the Platform belongs to the Vendor and is operated in the Vendor's name.

3.4 Prohibited Products

Vendors must not list, offer, promote, or sell any Products that fall within the categories set out in the **Prohibited and Restricted Products Schedule (Appendix B)** to this Agreement. The Company reserves the right to remove any listing that it determines, in its sole discretion, falls within or is closely related to a prohibited category. Repeated violation of this clause shall constitute grounds for immediate termination under Article 11.3.

3.5 Listing Standards

All Vendor listings must:

- (a) Include accurate, complete, and non-misleading product titles, descriptions, images, and pricing;
- (b) Clearly state the country of origin, applicable customs or import duties payable by the Buyer, and any age restrictions;
- (c) Not replicate, impersonate, or misrepresent another Vendor's listing or brand;
- (d) Comply with all applicable consumer protection laws regarding product descriptions, warranties, and right of return.

3.6 Tax Obligations

Vendors are solely responsible for the calculation, collection, reporting, and remittance of all applicable taxes (including VAT, GST, sales tax, withholding tax, and customs duties) arising from their sales on the Platform. The Company does not act as a tax agent for Vendors and does not provide tax advice. Vendors are strongly advised to obtain independent tax counsel appropriate to their jurisdiction.

ARTICLE 4 — COMMISSION STRUCTURE AND FEES

4.1 Standard Commission Rate

The Company charges a commission of **twenty percent (20%)** on the gross transaction value (excluding shipping costs and applicable taxes) of each completed order. Vendors retain **eighty percent (80%)** of the gross transaction value as their net payout, subject to applicable deductions as described in this Article.

4.2 Influencer Referral Commission Rate

Where a completed order is attributable to an Influencer referral tracked through an approved Influencer link or code, the applicable commission rate is **fifteen percent (15%)** of the gross transaction value. The remaining five percent (5%) discount inures to the benefit of the Buyer or is allocated to the Influencer's revenue share as applicable under Article 8. Vendors retain eighty percent (80%) of gross transaction value in all cases.

4.3 Fee Deductions

The Commission is calculated after deduction of:

- (a) Applicable payment processing fees charged by the relevant Payment Processor (Paystack, Flutterwave, or Stripe);
- (b) Any chargeback or reversal amounts attributable to the Vendor's Products or conduct;
- (c) Any amounts due to the Company from the Vendor under Article 2.6.10 (refund recovery).

4.4 No Registration Fee

The Company does not currently charge a registration or listing fee to Vendors. The Company reserves the right to introduce or amend fee structures upon sixty (60) days' prior written notice to Vendors.

4.5 Commission Review

The Company will review the Commission structure no less than annually and will notify Vendors of any changes at least sixty (60) days prior to their effective date. Continued use of the Platform after the effective date of a fee change constitutes acceptance of the revised Commission structure.

Scenario	Gross Commission Rate	Vendor Net Retention
Standard order (no Influencer referral)	20%	80%
Order via approved Influencer referral link/code	15% (Company) + up to 5% (Influencer/Buyer benefit)	80%

ARTICLE 5 — ORDER PROCESSING AND FULFILMENT

5.1 Order Acceptance

An order is deemed accepted by a Vendor when the Vendor confirms the order through the Vendor Dashboard or when the auto-acceptance timer (as configured by the Vendor, up to a maximum of twenty-four (24) hours) expires without rejection. Vendors are expected to accept or reject orders promptly.

5.2 Rejection of Orders

A Vendor may reject an order only in the following circumstances:

- (a) The Product is genuinely out of stock and the listing was not updated in time;
- (b) The Buyer's delivery address is outside the Vendor's confirmed shipping zone;
- (c) There is a material discrepancy in the order that the Vendor cannot fulfil.

Vendors must not use order rejection as a mechanism to circumvent pricing obligations or to discriminate among Buyers.

5.3 Fulfilment Standards

Vendors must:

- (a) Package and dispatch orders within the handling time specified on their listing (maximum five (5) business days unless otherwise approved by the Company);
- (b) Use Terminal Africa's integrated shipping services for all orders unless an alternative has been approved in writing by the Company;
- (c) Upload valid tracking information to the Vendor Dashboard within twenty-four (24) hours of dispatch;
- (d) Notify the Company immediately of any anticipated delay that would affect a confirmed delivery timeline.

5.4 Delivery Failure

If a shipment fails to be delivered within twice the estimated delivery period, the Buyer is entitled to initiate a dispute in accordance with Article 9 without prejudice to their rights under Applicable Laws.

5.5 Risk of Loss

Risk of loss or damage to a Product passes from the Vendor to the Buyer upon delivery of the Product to the Buyer's confirmed delivery address. For the avoidance of doubt, risk does not pass to the Buyer upon handover to the logistics carrier.

ARTICLE 6 — DELIVERY CONFIRMATION AND FUND RELEASE

6.1 Escrow Mechanism

Upon successful payment verification by the relevant Payment Processor, funds equivalent to the gross transaction value are held in Escrow pending delivery confirmation. Escrow is managed either by the Payment Processor in accordance with its terms or by the Company's internal settlement system. No funds will be released to the Vendor until delivery has been confirmed in accordance with this Article.

6.2 Buyer Confirmation

Upon delivery, the Buyer will be prompted to confirm receipt of the order through the Platform. Upon Buyer confirmation, the Company will initiate payout to the Vendor within the timelines set out in Article 7.

6.3 Auto-Confirmation

6.3.1 Within-Africa Orders. If a Buyer has not confirmed receipt or raised a dispute within forty-eight (48) to seventy-two (72) hours of the carrier marking the shipment as delivered, delivery shall be deemed confirmed automatically and funds shall be released to the Vendor.

6.3.2 International Orders. If a Buyer has not confirmed receipt or raised a dispute within fourteen (14) calendar days of the carrier marking the shipment as delivered, delivery shall be deemed confirmed automatically and funds shall be released to the Vendor.

6.4 Dispute Hold

If a Buyer initiates a dispute before the Auto-Confirmation Period expires, all funds attributable to that order remain in Escrow until the dispute is resolved in accordance with Article 9.

6.5 Payment Processor Escrow Terms

Where funds are held in escrow by Paystack, Flutterwave, or Stripe, the escrow terms of those processors shall apply in addition to this Article. The Company's fund release decisions remain subject to the Payment Processors' technical and operational capabilities.

Order Type	Auto-Confirmation Period	Trigger
Within-Africa delivery	48–72 hours after carrier marks shipment as delivered	No Buyer action or dispute within period
International delivery	14 calendar days after carrier marks shipment as delivered	No Buyer action or dispute within period

ARTICLE 7 — PAYMENT TERMS

7.1 Payout Schedule

Following delivery confirmation (whether by Buyer action or Auto-Confirmation), the Company will initiate payment to the Vendor's registered payout account within:

- (a) Three (3) to five (5) business days for within-Africa payouts processed through Paystack or Flutterwave;
- (b) Five (5) to ten (10) business days for international payouts processed through Stripe or Flutterwave.

Actual receipt of funds by the Vendor's bank is subject to the processing timelines of the Vendor's financial institution.

7.2 Currency and FX

Payouts to Nigerian Vendors will be made in Nigerian Naira (NGN) through Paystack or Flutterwave. Payouts to international Vendors will be made in the supported currency of the Vendor's registered account via Stripe or Flutterwave. The Company makes no representation regarding exchange rates applied by the Payment Processors and accepts no liability for FX losses.

7.3 Payout Account

Vendors must maintain a valid, verified payout account registered with the applicable Payment Processor. The Company is not liable for failed or delayed payouts where the Vendor has provided incorrect or outdated account details.

7.4 Deductions and Set-off

The Company reserves the right to deduct from Vendor payouts:

- (a) Commission as set out in Article 4;

- (b) Refunds or chargebacks attributable to the Vendor;
- (c) Any amounts owed by the Vendor to the Company under this Agreement.

7.5 Withholding of Funds

The Company may withhold or delay Vendor payouts where:

- (a) A dispute is pending in relation to the relevant order;
- (b) The Company has reason to believe the Vendor is engaged in fraudulent activity;
- (c) A regulatory authority or competent court has directed the Company to withhold funds;
- (d) The Vendor's account is under investigation for breach of this Agreement.

The Company will notify the Vendor of any withholding action within five (5) business days.

ARTICLE 8 — INFLUENCER REVENUE-SHARE PROGRAM

8.1 Program Overview

The Company operates an Influencer Revenue-Share Program to incentivise content creators, social media influencers, and digital marketing partners to drive traffic and transactions to the Platform. Participation is subject to approval by the Company and to the terms set out in this Article.

8.2 Eligibility

To participate in the Influencer Program, an applicant must:

- (a) Be a registered User of the Platform;
- (b) Operate at least one active and publicly accessible digital channel (social media account, blog, podcast, or video platform);
- (c) Complete the Influencer application process and be approved by the Company's marketing team.

8.3 Revenue Share — Standard Tier

Approved Influencers at the Standard Tier receive a revenue share of **five percent (5%)** of the net transaction value of each qualifying purchase made by a Buyer who accessed the Platform through the Influencer's tracked referral link or code.

8.4 Revenue Share — Senior Tier

Influencers who consistently meet volume and quality benchmarks as determined by the Company from time to time will be eligible for promotion to the Senior Tier, carrying a revenue share of **seven percent (7%)** of the net transaction value of qualifying purchases.

8.5 Tracking and Attribution

Revenue share is payable only where a qualifying purchase is traceable to the Influencer's unique referral link or code through the Platform's tracking system. The Company does not accept manual attribution claims.

8.6 Influencer Obligations

Influencers must:

- (a) Disclose their relationship with Afriq Global Market to their audience in compliance with applicable advertising standards and regulations (including FTC guidelines where applicable);
- (b) Not make misleading, false, or exaggerated claims about Products or the Platform;
- (c) Not use paid advertising, spam, or prohibited channels to distribute referral links without prior written approval from the Company;
- (d) Comply with this Agreement and the Acceptable Use Policy at all times.

8.7 Payment

Influencer revenue share payments will be made monthly, within ten (10) business days of the end of each calendar month, subject to a minimum payout threshold of USD 20 (or equivalent in local currency). Amounts below the threshold will be carried forward to the following month.

8.8 Termination of Participation

The Company may terminate an Influencer's participation in the Program immediately and without prior notice if the Influencer breaches any obligation under this Article or engages in conduct that the Company reasonably determines is harmful to the Platform, its Users, or its brand.

Tier	Revenue Share	Eligibility Criterion	Minimum Payout Threshold
Standard Tier	5% of net transaction value	Approved Influencer — all qualifying referrals	USD 20 / equivalent
Senior Tier	7% of net transaction value	Consistent volume & quality benchmarks met	USD 20 / equivalent

ARTICLE 9 — DISPUTE RESOLUTION

9.1 Buyer-Vendor Disputes

In the event of a dispute between a Buyer and a Vendor regarding an order, delivery, product quality, or refund, either party may raise a formal dispute through the Platform's dispute resolution interface. The dispute must be raised before the applicable Auto-Confirmation Period expires.

9.2 Company's Role

The Company acts as a neutral facilitator of dispute resolution between Buyers and Vendors. The Company will review the available evidence (including order records, tracking data, communications, and photographs) and issue a determination within the timelines set out in Article 2.6.7(c).

9.3 Evidence Submission

Both parties will be given the opportunity to submit supporting evidence within five (5) business days of the dispute being formally logged. Evidence submitted after this period may not be considered.

9.4 Escalation

A party who disagrees with the Company's initial determination may escalate the matter through the channels set out in Article 2.6.8. The Company's final determination following the escalation process is binding on both parties for the purposes of the Platform's fund release mechanism.

9.5 External Remedies

Nothing in this Article limits either party's right to seek remedies through an appropriate court or regulatory authority under Applicable Laws. The Company's dispute resolution process is an internal, non-binding platform mechanism except in relation to the release of escrowed funds.

9.6 Refunds

Where the Company determines that a Buyer is entitled to a refund:

(a) If funds remain in Escrow, they will be returned to the Buyer's payment account within five (5) business days;

(b) If funds have already been released to the Vendor, the Company will seek recovery from the Vendor's outstanding payout balance or, if insufficient, directly from the Vendor.

9.7 Chargeback Management

If a Buyer initiates a chargeback through their card issuer or payment provider, the Company will notify the Vendor and provide an opportunity to contest the chargeback within five (5) business days. Vendors are responsible for providing evidence to support a chargeback contest. Chargebacks upheld against the Vendor will be recovered from the Vendor's payout balance.

ARTICLE 10 — INTELLECTUAL PROPERTY

10.1 Platform IP

All Intellectual Property Rights in and to the Platform, including its software, design, user interface, database, algorithms, trademarks, trade names, and content produced by the Company, are and shall remain the exclusive property of Afriq Global Market Limited. No rights in the Platform's IP are transferred to Vendors or Users by this Agreement.

10.2 Vendor Content Licence

By uploading or submitting product listings, images, descriptions, logos, or any other content to the Platform ("Vendor Content"), each Vendor grants the Company a worldwide, royalty-free, non-exclusive, sublicensable licence to use, display, reproduce, distribute, adapt, and promote the Vendor Content on the Platform and in the Company's marketing channels for the duration of the Vendor's registration and for a period of twelve (12) months following termination of the Vendor's account.

10.3 Vendor IP Warranty

Each Vendor warrants that it owns or has obtained all necessary licences and consents for any Intellectual Property Rights embodied in the Vendor Content, and that the use of Vendor Content by the Company under Article 10.2 will not infringe any third-party rights.

10.4 Prohibited Use of Company IP

Vendors and Users may not use any of the Company's trademarks, logos, trade names, or branding materials without prior written authorisation from the Company.

10.5 Takedown Procedure

Any person who believes that content on the Platform infringes their Intellectual Property Rights may submit a takedown notice to the Company at the contact details set out in Appendix A. The Company will review and respond to valid takedown notices within ten (10) business days.

ARTICLE 11 — TERMINATION

11.1 Termination by the Vendor

A Vendor may terminate this Agreement by closing their account through the Vendor Dashboard or by providing thirty (30) days' written notice to the Company. Termination does not relieve the Vendor of obligations arising from orders placed prior to the effective date of termination.

11.2 Termination by the Company — With Notice

The Company may terminate this Agreement upon thirty (30) days' written notice to the Vendor for any lawful reason, including business restructuring, a decision to discontinue a product category, or material change in the Vendor's circumstances.

11.3 Immediate Termination

The Company may terminate this Agreement immediately and without prior notice where the Vendor:

- (a) Lists, offers, or sells Products included in the Prohibited and Restricted Products Schedule (Appendix B);
- (b) Provides false or misleading information during registration or KYC verification;
- (c) Engages in fraudulent activity, money laundering, or any conduct that poses a risk to the Platform, Buyers, or third parties;
- (d) Repeatedly fails to fulfil accepted orders or abandons Buyers without recourse;
- (e) Breaches any material obligation under this Agreement and fails to remedy the breach within seven (7) days of written notice;
- (f) Becomes subject to insolvency proceedings, receivership, or an equivalent process in any jurisdiction;
- (g) Is found to be subject to applicable sanctions or export controls that prohibit their participation.

11.4 Effects of Termination

Upon termination:

- (a) The Vendor's access to the Vendor Dashboard and all Platform services will be revoked;
- (b) All active listings will be removed from the Platform;
- (c) Pending orders placed before termination will be completed and funds released in accordance with this Agreement;
- (d) Final payouts for completed orders will be processed within thirty (30) days of termination, subject to any deductions, disputes, or withholding obligations;
- (e) The Vendor's data will be handled in accordance with the Privacy Policy v3.0 and Applicable Laws.

11.5 Survival

Articles 9, 10, 12, 13, and 14, and any accrued rights or liabilities, survive termination of this Agreement.

ARTICLE 12 — LIABILITY AND INDEMNIFICATION

12.1 Limitation of Liability

To the maximum extent permitted by Applicable Laws, the Company's total liability to any Vendor, Buyer, or User for any claim arising out of or in connection with this Agreement or the Platform shall not exceed the greater of:

- (a) The total Commission received by the Company from the Vendor in the three (3) calendar months immediately preceding the event giving rise to the claim; or
- (b) USD 500.

12.2 Exclusion of Consequential Loss

To the maximum extent permitted by Applicable Laws, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, loss of revenue, loss of data, loss of business opportunity, or reputational damage, whether arising in contract, tort, or otherwise, even if the Company has been advised of the possibility of such damages.

12.3 Vendor Indemnification

Each Vendor agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and successors from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or related to:

- (a) The Vendor's breach of any representation, warranty, or obligation under this Agreement;
- (b) The Vendor's Products, including any claim of defect, non-conformity, infringement, or harm to a Buyer or third party;
- (c) The Vendor's violation of any Applicable Law;
- (d) Any dispute between the Vendor and a Buyer.

12.4 Force Majeure

The Company shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising from a Force Majeure Event, provided that the Company notifies Vendors of the Force Majeure Event within a reasonable time and uses reasonable efforts to mitigate its effects.

ARTICLE 13 — PRIVACY AND DATA PROTECTION

13.1 Privacy Policy

The collection, use, processing, and protection of personal data in connection with the Platform and this Agreement is governed by the Afriq Global Market Privacy Policy v3.0, which is incorporated by reference into this Agreement. All Vendors and Users are bound by the Privacy Policy.

13.2 Data Controller Relationship

Afriq Global Market Limited acts as the Data Controller in respect of personal data collected from Vendors and Buyers through the Platform. Where Vendors process personal data of Buyers in connection with order fulfilment, the Vendor acts as a separate Data Controller and is independently responsible for compliance with all Applicable Laws governing the processing of personal data.

13.3 Data Processing Obligations

Each Vendor agrees to:

- (a) Process Buyer personal data received through the Platform only for the purpose of fulfilling the specific order for which the data was provided;
- (b) Not use, sell, transfer, or share Buyer personal data for any other purpose without the Buyer's explicit consent;
- (c) Implement appropriate technical and organisational security measures to protect Buyer personal data;
- (d) Comply with all Applicable Laws governing data protection in the Vendor's jurisdiction, including GDPR (EU), UK GDPR, NDPA (Nigeria), and any other applicable framework.

13.4 KYC Data

Vendor identity and business verification data collected during KYC onboarding is processed in accordance with the Vendor Onboarding and KYC Policy v2.0.

ARTICLE 14 — GOVERNING LAW

14.1 Primary Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, United States of America, without regard to its conflict of law principles.

14.2 Dispute Resolution Mechanism

Any dispute, controversy, or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, or termination, shall first be subject to good-faith negotiation between the parties. If the dispute is not resolved within thirty (30) days of written notice by either party, either party may submit the dispute to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (AAA).

14.3 Arbitration

Arbitration shall be conducted in English, seated in Detroit, Michigan, USA. The arbitral award shall be final and binding and may be enforced in any court of competent jurisdiction. Nothing in this Article prevents either party from seeking emergency injunctive relief from a court of competent jurisdiction.

14.4 Multi-Jurisdictional Compliance

Notwithstanding Article 14.1, nothing in this Agreement excludes or limits the mandatory protections afforded to Vendors and Buyers under the consumer protection and data protection laws of their respective jurisdictions. In particular, Vendors and Buyers in Nigeria shall retain the protections afforded by applicable Nigerian law; EU and UK-resident parties shall retain GDPR and UK GDPR protections; and Canadian-resident parties shall retain PIPEDA protections.

ARTICLE 15 — AMENDMENTS

15.1 Company's Right to Amend

The Company reserves the right to amend this Agreement at any time to reflect changes in its operations, Applicable Laws, business model, or platform features.

15.2 Notice of Amendments

The Company will provide no less than thirty (30) days' advance notice of material amendments to this Agreement via:

- (a) Email notification to the Vendor's registered email address;
- (b) Prominent notice on the Vendor Dashboard;
- (c) Publication of the updated Agreement on www.afriqglobal.org.

15.3 Acceptance of Amendments

Continued use of the Platform after the effective date of an amendment constitutes the Vendor's acceptance of the amended Agreement. If a Vendor does not accept the amended terms, they must cease using the Platform and close their account before the effective date of the amendment.

15.4 Version Control

All versions of this Agreement are archived and available upon written request from Vendors for a period of five (5) years from the date of supersession.

ARTICLE 16 — GENERAL PROVISIONS

16.1 Entire Agreement

This Agreement, together with the Privacy Policy v3.0, the Vendor Onboarding and KYC Policy v2.0, and the Acceptable Use Policy, constitutes the entire agreement between the Company and the Vendor with respect to the subject matter hereof and supersedes all prior agreements, representations, warranties, and understandings of any kind.

16.2 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any jurisdiction, that provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

16.3 Waiver

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of that right. A waiver of any right in one instance does not waive the same right in any future instance.

16.4 Assignment

The Vendor may not assign, transfer, or delegate any rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign this Agreement or any of its rights and obligations to any affiliate, successor, or acquirer without the Vendor's consent, provided the Vendor is notified within thirty (30) days.

16.5 Notices

All notices required under this Agreement must be in writing and delivered to:

(a) The Company: by email to the address set out in Appendix A, or by post to the Company's registered address; and

(b) The Vendor: by email to the Vendor's registered email address on the Platform.

Notices sent by email are deemed received upon delivery confirmation or, in the absence of such confirmation, within twenty-four (24) hours of dispatch.

16.6 Payment Processor Independence

The Company does not guarantee the continuous availability of Paystack, Flutterwave, or Stripe. The Company shall not be liable for failures or interruptions in payment services caused by these third-party processors. Vendors acknowledge that the terms of use of each Payment Processor apply independently to transactions processed through those services.

16.7 Relationship of Parties

The relationship between the Company and each Vendor is that of independent commercial parties. Nothing in this Agreement creates an employment, partnership, joint venture, agency, or franchise relationship between the Company and any Vendor.

16.8 Language

This Agreement is made in the English language. Where any translation is provided for convenience, the English language version shall prevail in the event of any inconsistency.

16.9 Headings

Article and clause headings are for convenience only and shall not affect the interpretation of this Agreement.

SIGNATURE PAGE

By registering as a Vendor on the Afriq Global Market Platform, by clicking "**I Agree**" on the Platform, or by otherwise commencing use of the Platform's Vendor services, you acknowledge that you have read, understood, and agree to be bound by this **Service Agreement v4.0** in its entirety.

For formal contractual engagements requiring a signed instrument, the duly authorised representative of each party shall execute below:

AFRIQ GLOBAL MARKET LIMITED

Authorised Signatory:

Signature 

Name: David O. Sopekan

Title: Chief Executive Officer

Date: 09/01/2026

VENDOR Authorised Signatory:

Signature

Name:

Business Name:

Date:

APPENDIX A — REGIONAL CONTACT DIRECTORY

Region / Office	Contact Details
United States — Head Office (Michigan)	Email: davidsopekan@afriqglobal.org Telephone: +1 313 880 9937 Website: www.afriqglobal.org
Nigeria — Operations	Telephone: +234 706 371 4186 Email: support@afriqglobal.org

Department / Purpose	Email Address
General Support	support@afriqglobal.org
Vendor Relations	vendors@afriqglobal.org
Dispute Escalation	disputes@afriqglobal.org
Compliance	compliance@afriqglobal.org
Legal / IP Takedown Notices	legal@afriqglobal.org

APPENDIX B — PROHIBITED AND RESTRICTED PRODUCTS SCHEDULE

This Appendix B forms part of the **Service Agreement v4.0** and is incorporated by reference into **Article 3.4**. Vendors must not list, promote, offer for sale, or sell any Product falling within the following categories. This Schedule is reviewed periodically and may be updated by the Company upon reasonable notice to Vendors.

CATEGORY 1 — WEAPONS AND FIREARMS

All firearms, handguns, rifles, shotguns, semi-automatic and automatic weapons; firearm components, barrels, stocks, and frames; silencers and suppressors; ammunition (all types); explosives, grenades, and detonators; stun guns and tasers (where restricted by Applicable Laws); knives classified as offensive weapons under Applicable Laws.

CATEGORY 2 — DANGEROUS AND CONTROLLED SUBSTANCES

All substances classified as controlled drugs under the laws of any applicable jurisdiction, including narcotics, psychotropic substances, and precursor chemicals; unregistered or unlicensed pharmaceuticals intended for human or animal consumption; anabolic steroids and performance-enhancing substances available only on prescription; unregulated supplements making prohibited health claims.

CATEGORY 3 — HUMAN TRAFFICKING AND EXPLOITATION

Any Products, services, or content that facilitates, promotes, or is connected to human trafficking, forced labour, debt bondage, or sexual exploitation; items specifically designed to restrain, transport, or exploit persons without consent.

CATEGORY 4 — CHILD SAFETY

Any item, content, service, or material that sexually exploits, harms, or endangers minors; age-restricted Products to be sold to minors; items that simulate or represent child sexual abuse.

CATEGORY 5 — COUNTERFEIT, PIRATED, AND STOLEN GOODS

Counterfeit branded goods or replicas presented as genuine; pirated software, media, or digital content; goods known or suspected to be stolen; fraudulent documents, certificates, or credentials.

CATEGORY 6 — FINANCIAL AND IDENTITY FRAUD

Stolen financial instruments, unauthorised credit cards, or skimming devices; fake identification documents, passports, or visas; software or devices designed for phishing, hacking, or unauthorized data access.

CATEGORY 7 — HAZARDOUS MATERIALS

Unpackaged or improperly labelled hazardous chemicals; radioactive materials; toxic, corrosive, or flammable materials without compliance with international transport and labelling regulations; asbestos-containing materials.

CATEGORY 8 — ILLEGAL WILDLIFE AND ENVIRONMENTAL PRODUCTS

Products derived from protected species in violation of CITES or equivalent national legislation; ivory, rhino horn, shark fin, or other protected animal products; illegally harvested timber or flora protected by applicable environmental laws.

CATEGORY 9 — CULTURAL PROPERTY AND ARTEFACTS

Archaeological artefacts, cultural property, or heritage items removed from their country of origin in violation of national laws or international conventions; items classified as national treasures or sacred objects where export is prohibited.

CATEGORY 10 — GAMBLING AND LOTTERY

Unauthorised lottery tickets, gambling instruments, or gambling-adjacent services where prohibited by Applicable Laws.

CATEGORY 11 — ADULT CONTENT AND SERVICES

Explicit adult content where prohibited or restricted by Applicable Laws; escort or adult entertainment services; age-restricted adult material offered without appropriate age verification mechanisms.

CATEGORY 12 — TOBACCO AND NICOTINE PRODUCTS

Unregulated or unlicensed tobacco products; electronic cigarettes and vaping products where not permitted under Applicable Laws; any tobacco product without applicable health warnings required by law.

CATEGORY 13 — ALCOHOL (RESTRICTED)

Alcohol sold without appropriate licences or to prohibited jurisdictions; alcohol sold to persons below the legal drinking age in the applicable jurisdiction.

CATEGORY 14 — MEDICAL DEVICES (UNAUTHORISED)

Medical devices, diagnostic equipment, or therapeutic devices not approved or registered with the relevant national regulatory authority (e.g., NAFDAC, FDA, CE Mark requirements).

CATEGORY 15 — MALWARE AND SURVEILLANCE TECHNOLOGY

Software, hardware, or services designed to enable unauthorised surveillance, data interception, or cyberattacks; stalkerware, keyloggers, or spyware.

CATEGORY 16 — HATE SPEECH AND EXTREMIST MATERIAL

Content, material, or goods that promote, glorify, or incite violence, terrorism, racism, ethnic hatred, or religious extremism; insignia, uniforms, or paraphernalia of designated terrorist organisations.

CATEGORY 17 — RECALLED AND UNSAFE PRODUCTS

Any Product that has been subject to an official product recall in any applicable jurisdiction; Products that fail to meet applicable safety standards (e.g., CE, NAFDAC, SAC); Products that have been the subject of an enforcement action by a consumer protection or health authority.

Note:

The presence of a category in this Schedule does not imply that similar Products outside of those specific restrictions are automatically permitted. Vendors remain responsible under Article 3.3 to ensure all Products comply with Applicable Laws. The Company may in its discretion restrict additional Product categories based on legal, commercial, or ethical considerations by providing reasonable notice to Vendors.