

LOGISTICS SERVICES AGREEMENT (LSA)

Please read this Logistics Services Agreement (including all the Schedules) (hereinafter referred to as "**LSA**" or "**Agreement**") carefully. This LSA governs your use of our logistics services as a seller, and is agreed by PT Lastana Express Indonesia ("**LEI**"), PT Ecart Webportal Indonesia ("**Lazada**") and you ("**Seller**", "**you**", "**your**") on the date you click the "I Accept" button or any other similar button to complete your online sign-up process to become a seller on the Platform (as defined below) ("**Effective Date**").

This LSA applies to: (i) LEI; (ii) you as the Seller (LEI and Seller shall be referred to collectively as the "**Logistics Parties**", and individually as "**Logistics Party**"); and (iii) Lazada.

This LSA is supplemental to and forms an inseparable part of the Terms of Service (Seller) that you have agreed to and are bound by (the "**Terms**"). Unless expressly stated otherwise in this LSA, all terms and conditions of, and any attachments to, the Terms shall remain in full force and be binding on you and Lazada. In the event of inconsistencies between the Terms and this LSA, then the terms of this LSA shall prevail to the extent that such inconsistencies relate to the provision of logistics services contemplated herein.

Any capitalized terms used in this LSA shall have the same meanings used in the Terms, unless expressly stated or defined otherwise in this LSA.

BY REGISTERING FOR AND/OR USING THE LOGISTICS SERVICES (AS DEFINED BELOW), YOU AGREE TO BE BOUND BY THESE TERMS, AND ALL POLICIES OF THE PLATFORM AVAILABLE AT LAZADA SELLER HELP CENTER, LAZADA UNIVERSITY AND BMS PORTAL INCORPORATED BY REFERENCE.

Lazada Seller Help Center: <https://sellercenter.lazada.co.id/seller/helpcenter?spm=a2o7h.10547918.new-navigation.21.70291e13Z8KtZV>

Lazada University: <https://university.lazada.co.id/?spm=lzd-university-id-pc.lzd-university-id-pc-module.0.0.1c055f665FDyjf&newSellerTraining=tab1&hotContent=tab1>

BMS Portal :

https://sellercenter.lazada.co.id/apps/home/new?_ARMS_PID_=giiyrcz16%405382314640be79e&userId=400595364035

LSA Structure:

1. Part A - General Terms for Logistics Services

Part A of this LSA sets forth the general terms and conditions which apply to the provision of Logistics Services by LEI, including (without limitation) LEI's general obligations, communication procedure, payment and liability terms, title and risk to Products, warranties and undertaking in relation to the Products, and termination provisions applicable to this LSA.

2. Part B - Delivery Services Terms

Part B of this LSA contains specific provisions governing delivery process, failed delivery, collection of returned Products, packaging, COD services, and prohibited items in relation to the Logistics Services rendered by LEI (through its Affiliate(s) or appointed 3PL), either under LCD or FBL (as defined below) model.

3. Part C - Lazada Coordinated Delivery ("LCD") Terms

This section governs the applicable terms for the LCD method of fulfilment, where you are responsible for delivering the Products to LEI's designated location or appointed 3PL for LEI to coordinate delivery to Buyers (which for the avoidance of doubt, shall not include any domestic postal services).

4. Part D - Fulfilment by Lazada ("FBL") Terms

This section governs the applicable terms for the FBL method of fulfilment, where you are responsible for delivering the Products to LEI's designated location, for LEI (or its designated providers) to co-ordinate their storage, re-packaging (if necessary) and delivery to Buyers.

LOGISTICS SERVICES AGREEMENT (LSA)
Part A – General Terms for Logistics Services**PART A - General Terms for Logistics Services****1. Acceptance**

- A. **Acceptance.** Any person who wants to access the Platform, and use the Services to sell Products and fulfil the Orders through the Fulfilment Models, must accept the Terms, the LSA and the Policies.
- B. **Variations.** LEI and Lazada may change the LSA, and any fees, procedures and Policies governing the Logistics Services, the Platform or Seller Center at any time. These changes will take effect seven (7) days after publication on the Platform, Seller Center, or other form of notification to you. You are responsible for reviewing notices and Policies, and your continued use of the Logistics Services, the Platform, and/or Seller Center following the changes taking effect will constitute your acceptance of such changes. If you do not agree to any such changes, you must stop using the relevant Logistics Services, the Platform, and Seller Center (except to the extent required in the Terms and/or this LSA), and contact Partner Support Center on Seller Center to deactivate your Seller Account upon which the Terms and the LSA will be terminated. For the avoidance of doubt, newer versions of the LSA supersede older versions, unless otherwise agreed by LEI and Lazada.

2. General Obligations of LEI

- A. LEI provides logistics coordination and related services to the Seller through LCD and/or FBL method of fulfilment (“**Logistics Services**”).
- B. LEI shall provide the Seller with the Logistics Services (as applicable) in accordance with the lead times, service level standards and Policies notified to Seller from time to time by LEI (through Lazada).
- C. The lead times provided by LEI are estimates only and not legally binding. Neither LEI nor Lazada shall be liable, whether in contract, tort or otherwise, for any delay in performing the Logistics Services in relation to any Products.
- D. LEI may, at its sole discretion, sub-contract all or part of the Logistics Services, and shall have the right to use, any sub-contractor or agent on such terms as LEI may deem appropriate, provided that LEI shall remain liable to Seller for the performance of its obligations under this LSA.
- E. LEI may, at its sole discretion, use any method of working, storage or delivery, provided that LEI shall remain liable to Seller for the performance of its obligations under this LSA.
- F. LEI shall keep records of the Logistics Services provided to Seller, in electronic form or otherwise, as LEI may, at its sole discretion, deem appropriate in accordance with applicable Laws.

3. Exclusive Communication through Lazada

- A. Unless agreed otherwise by Lazada in writing, any instruction, request, correspondence or other communication between the Seller and LEI (whether in relation to this LSA or the transactions and operations contemplated by it, or otherwise) shall be made exclusively through Lazada or its designated person or contact person (such designated person or contact person of which may, for the avoidance of doubt include, at Lazada’s sole discretion, persons employed or engaged by LEI), and each of the Seller and LEI authorises Lazada to act as their agent in respect of the transmission of such instruction, request, correspondence or other communication (and not for any other purpose).
- B. Once the Seller or LEI has submitted any instruction, request, correspondence or other communication for the other Logistics Party to Lazada, Lazada shall, as soon as reasonably practicable, forward the same to that other Logistics Party.
- C. The storing of Policies and transmission of any notification, amendment, instruction, request, correspondence or other communication to the Seller by Lazada on behalf of LEI, or in case of FBL Services, by LEI to the Seller,

LOGISTICS SERVICES AGREEMENT (LSA)
Part A – General Terms for Logistics Services

may be made through any tools, dashboard(s) or medium(s) employed by Lazada (or LEI, as the case may be) including but not limited to BMS Portal or Seller Center.

- D. For the avoidance of doubt, the duties of Lazada pursuant to paragraph (A) of this Clause 3 of Part A shall be administrative in nature, and Lazada shall not have a fiduciary relationship with, or owe any implied duties to the Seller, LEI or any other person, by reason of this LSA, the Terms or any transaction relating thereto.

4. Payment of Owed Logistic Amount

- A. Without prejudice to LEI's other rights under this LSA and applicable Laws, payment of all monies ("**Owed Logistics Amounts**") owing by Seller to LEI under this LSA (including but not limited to duly incurred Delivery Service Fees, FBL Fees and related Duties and Taxes), and settlement of amounts owing by Seller to LEI pursuant to the indemnities provided hereunder or otherwise shall be effected by Lazada applying the proceeds of funds ("**Seller Account Amounts**") received by Lazada from Buyers in respect of any and all Transactions, in satisfaction of such Owed Logistics Amounts ("**Seller Account Payments**"), prior to Lazada paying the Seller the Seller Account Amounts in the manner contemplated by the Terms.
- B. In the event that Seller has more than one account with Lazada under any Terms which it has entered into with Lazada, Owed Logistics Amounts may be deducted from the Seller Account Amounts in any or all of these accounts by Lazada as Seller Account Payments, and paid to LEI in the manner contemplated by this LSA.
- C. In the event that the Seller Account Amounts and, if applicable, the proceeds of any sale of Products are insufficient to effect payment of all Owed Logistics Amounts, Seller shall remain liable to LEI for such shortfall, which shall be paid within ten (10) Working Days of the date of LEI issuing an invoice in relation to such shortfall.
- D. Seller hereby irrevocably authorises and instructs Lazada to make the Seller Account Payments out of the Seller Account Amounts, on a weekly basis (or at such intervals as Lazada may deem fit and notify to Seller) and in the manner set out above. Seller agrees with LEI and Lazada that such authorisations and instructions shall be irrevocable. Without prejudice to the foregoing, Seller Account Payments may be made by Seller (and collected by Lazada on behalf of LEI), without any further notice, approval or confirmation from the Seller, and regardless of any instruction from the Seller to Lazada requiring otherwise. LEI may provide an invoice to the Seller if so requested.

5. Liability – Limitations and Indemnification

- A. **Limitations of Liability.** Subject to paragraph B of this Clause 5, if there is any loss of or damage caused to any Products in the course of the provision of the Logistics Services – except if the loss or damage arises as a result of the Seller not complying with the terms of this LSA or if the loss or damage is related to the decay of any perishable Products (including FBL Products) (in which case none of LEI, Lazada or their Affiliates shall be liable for such loss or damage) – LEI's liability to the Seller for such loss or damage shall be limited to:
- 1) where such loss or damage was caused in the course of the performance of the Delivery Services, the lower of US\$100 (or equivalent amount in local currency) per Package (regardless of the number of Products in the Package) or the Replacement Value, of each of the Products which have been lost or damaged, which shall represent the total liability that LEI or its sub-contractors, agents, representatives or Affiliates may have in relation to loss or damage to such Products. For the avoidance of doubt, there shall be no more than one (1) compensation claim per Package (in the case of Delivery Services) or FBL Product (in the case of FBL Services);
 - 2) where such loss or damage was caused during the performance of the FBL Services, Clause 11 of Part D of this LSA shall apply.

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Other than pursuant to this paragraph A, the Seller shall have no additional remedies against LEI or Lazada as a warehouseman or bailee. At all other times, the Seller will be solely responsible for any loss of, or damage to, any Products.

- B. Notwithstanding anything in this LSA, the aggregate liability (inclusive of interest and legal and other costs) of LEI and Lazada together to the Seller in each calendar year in respect of all claims, actions or demands arising under or in connection with this LSA (whether by reason of any negligence by LEI or Lazada or any of their employees, agents, sub-contractors or Affiliates, any non-fraudulent misrepresentation, any breach of contract or an express or implied warranty, condition or other term of this LSA, breach of statutory duty, or any duty at common law or under the terms of any indemnity given by LEI or otherwise) will not in any event exceed US\$5,000 (or equivalent amount in local currency). In no event will LEI or Lazada be liable for indirect, incidental, special or consequential damages, including loss of use, loss of profits or interruption of business, howsoever caused or on any theory of liability.
- C. Any inquiry, complaint or claim by the Seller in relation to the Logistics Services must be received by LEI (through Lazada) within 30 (thirty) calendar days after the date on which the relevant event giving rise to the inquiry, complaint or claim took place, failing which the Seller shall be deemed to have waived the right to make any inquiry, complaint or claim in relation to that event, including where this involves a dispute in relation to the Owed Logistics Amounts and Duties and Taxes.
- D. LEI shall not have any liability to the Seller whatsoever arising from Seller's non-compliance with import and export Laws, product prohibitions, restrictive measures or sanctions.
- E. Neither LEI nor Lazada is a party to the transactions between Buyers and the Seller, and the Seller hereby releases LEI and Lazada (and their respective Affiliates, agents and employees) from any losses, claims, damages (actual and consequential), awards, penalties, or injuries of any kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such transactions.
- F. The liability of LEI and Lazada for their obligations under this LSA shall be several and extend only to any loss or damage arising out of their own breaches.
- G. None of the Seller or its Affiliates shall be entitled to recover damages, or obtain payment, reimbursement, restitution or indemnity more than once (whether from LEI, Lazada or their Affiliates) in respect of the same loss, shortfall, damage, deficiency, breach or other event or circumstance.
- H. **Indemnity.** Without prejudice to the indemnity provided under the Terms, Seller further agrees to indemnify, defend and hold harmless LEI, Lazada, their Affiliates and their related officers, directors, employees, agents and sub-contractors from and against all liability, loss, claims (including in claims from third parties, sub-contractors or agents), damages, awards, penalties (including penalties imposed by government or regulatory authorities) or expenses (including attorney's fees) arising out of or related to:
 - 1) Any breach of Seller's obligations, representations or warranties under this LSA;
 - 2) Any claim or action by a third party in connection with any defect in title of any Product;
 - 3) Any claim by a third party or Buyer made pursuant to, or liability arising under any applicable Laws (including without limitation Laws concerning consumer protection, any non-conformity or defect in, or any public or private recall of, any of the Products);
 - 4) Seller or its agents providing information (whether to LEI, Lazada, their Affiliates, or their sub-contractors (and their sub-contractors), agents or service providers, or government or regulatory authorities) in relation to the Products or otherwise pursuant to this Agreement or in contemplation of the Logistics Services, that is incorrect, misleading, or erroneous;
 - 5) Seller omitting to provide information required by government or regulatory authorities;

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Part A – General Terms for Logistics Services

- 6) Seller failing to provide information or documentation reasonably requested by LEI, LEI's sub-contractors (and their sub-contractors), and government or regulatory authorities;
- 7) Seller or its agents providing information in a manner which does not enable LEI or its sub-contractors (and their sub-contractors) to comply with the requirements of government or regulatory authorities for reporting;
- 8) Any alleged or actual patent, copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claim, demand or action resulting from the advertising, publishing, promotion, manufacture, sale, distribution or use of any of the Products;
- 9) Any alleged or actual personal injury, death or property damage suffered by any party arising from the supply or sale of the Products to that party; and/or
- 10) A tax authority assessing additional tax on LEI or its sub-contractors in relation to the Products.

6. Title and Risk to Products

- A. The Logistics Parties and Lazada acknowledge and agree that (other than as contemplated under Clause 15 of Part D of this LSA or mandated by applicable Laws) at no point of time shall title to the FBL Products transfer to LEI, Lazada or their Affiliates, or their service providers (including any importers or exporters of record, if applicable), sub-contractors or agents, by virtue of this LSA or the provision of the FBL Services. Title to the FBL Products shall at all times remain with the Seller until they have transferred to; (i) the Buyer pursuant to the Buyer Contract (as defined in the Terms) in the manner contemplated by the Terms, or (ii) Lazada or LEI or their respective Affiliates in the manner contemplated under the FBL Terms (as defined in Clause 2 Part D hereunder). Lazada, LEI or its sub-contractors shall not be or deemed to be the merchant on record of the Products. Risk of loss or damage of Products will remain with LEI from the time the Products are picked up by LEI (as supported by records) until such time the Products are delivered to the Buyer, returned to you, or otherwise handled in accordance with the LSA or the Policies.
- B. Risk to the Products shall at all times remain with the Seller (or the Buyer, particularly when title to the Products is transferred to the Buyer pursuant to the Buyer Contract), unless the Products are in LEI's (or its sub-contractor's) care pursuant to the provision of the Logistics Services.
- C. The Seller further acknowledges and agrees that it has valid legal title to the Products and is the merchant of record of the Products, and that at no point shall LEI, Lazada, their Affiliates or their sub-contractors be, or be deemed to be, the merchant of record of the Products.

7. Faults, Defects and Non-Compliance of Products

- A. Without prejudice to the warranties, representations and undertakings given by the Seller to Lazada under the Terms, the Seller shall be fully responsible for any fault, defect and non-compliance with applicable Laws with respect to any of the Products. LEI reserves the right to make, at any time, directly or through a third party of its choice, a quantity and quality check and to communicate any fault, defect or non-compliance to the Seller by any written means at any time after the discovery of the fault, defect or non-compliance.
- B. LEI shall have the right to be compensated and indemnified by the Seller for any damage or loss which it suffers as a consequence of any fault, defect and non-compliance with respect to any of the Products.
- C. Seller accepts responsibility for and guarantees compliance of the Products with all applicable import or export control Laws, including but not limited to regulations and rules that prohibit unauthorised trade in military and other strategic controlled Products and services, as well as financial or commercial dealings with prohibited individuals and entities in Indonesia, or regulations and rules that impose conditions under which certain technologies, information, and commodities can be imported into or exported from Indonesia.

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Part A – General Terms for Logistics Services

8. **Seller's Representations, Warranties and Undertakings**

Seller shall undertake, represent and warrant to LEI that:

- (a) Seller shall (i) comply with all applicable laws and regulations, including all anti-bribery, anti-corruption and tax laws relating to your activities; (ii) be responsible for and pay all taxes and other charges arising out of or associated with these Terms or the Buyer Contract; and (iii) obtain all necessary rights, licences, permits, or approvals required for the offer, advertising, and sale of the Products on or through the Platform;
- (b) Seller shall include all information and supporting documents required by applicable law including issue a valid invoice to the Buyer, and ensure that any information provided under these Terms is accurate, current, complete and is not misleading;
- (c) Seller shall not infringe any Intellectual Property Rights; and
- (d) Seller shall not intentionally expose LEI, and our respective officers, employees, directors, contractors, partners, agents, subcontractors, representatives etc., to undue risk or otherwise engage in activities that LEI determines to be harmful to LEI and Lazada Affiliates' operations, reputation, or goodwill; and

9. **Confidential Information**

The confidentiality provision in Clause 9 of Terms shall apply *mutatis mutandis* to this LSA.

10. **Force Majeure**

A. Neither LEI nor Lazada shall be liable to Seller or be deemed to be in breach of this LSA by reason of any delay in performing or any failure to perform any of their respective obligations if the delay or failure was due to any event or cause beyond (in the case of LEI) LEI's or (in the case of Lazada) Lazada's reasonable control (each an event of "**Force Majeure**"). Without prejudice to the generality of the foregoing, the following shall be regarded as events of Force Majeure:

- 1) Act of God, explosion, flood, tempest, fire or accident;
- 2) War or threat of war, sabotage, insurrection, civil disturbance or requisition, act of terrorism or civil unrest;
- 3) Acts, restrictions, regulations, bylaws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority;
- 4) Import or export restrictions or embargoes not in existence as of the date of this LSA;
- 5) Interruption of traffic, strikes, lockdowns, lock-outs or other industrial actions or trade disputes (whether involving employees of LEI or of a third party);
- 6) Health epidemics declared by the World Health Organization;
- 7) Interruption of production or operation, difficulties in obtaining raw materials labour, fuel parts or machinery; and
- 8) Power failure or breakdown in machinery.

B. Upon the occurrence of any of the events set out in paragraph A above, LEI or Lazada (as applicable) may, at its option, fully or partially suspend delivery/performance of its obligations hereunder while such event or circumstance continues. If any of the events set out in paragraph A shall continue for a period exceeding one month, LEI may forthwith terminate this LSA upon giving notice in writing to the Seller.

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Part A – General Terms for Logistics Services

- C. In addition to the Force Majeure provisions above, LEI shall have no liability to Seller in respect of FBL Products in LEI's custody that are lost or damaged by reason of floods, storms, natural calamities and/or other acts of God. If LEI successfully makes any claims against its own insurance policies in respect of such lost or damaged FBL Products and receives payment from its insurers in respect of the same, LEI shall pass on the proceeds it receives from such claims to Seller.

11. Termination

- A. **LEI's Termination Right.** LEI has the right to unilaterally and immediately terminate this LSA and temporarily restrict or suspend your use of the Logistics Services upon the occurrence of any of the following events:
- 1) the Seller being in breach of any provisions of this LSA and failing to remedy the breach within 14 calendar days from the receipt of a written notice from LEI (through Lazada) of such breach;
 - 2) the Seller being in breach of any applicable Laws or the Policies;
 - 3) (in the case of an individual) you being adjudicated a bankrupt or have any similar action taken against you in any jurisdiction, or (in the case of a company) you passing a winding up resolution or a court of competent jurisdiction making an order for the same;
 - 4) the issuance of a judicial management or administrative order in relation to you, or the appointment of a receiver over, or an encumbrance taking possession of, or the sale of, your assets;
 - 5) you making an arrangement or composition with your creditors generally or applying to a court of competent jurisdiction for protection from its creditors;
 - 6) you ceasing or threatening to cease to carry on business; or
 - 7) the Terms being terminated for any reason.
- B. **Seller's Termination Right.** Provided LEI has not corrected these within 14 days from your written notice to Lazada of the occurrence of any of the following, you have the right to immediately terminate this LSA: (a) the making of a judicial management or administration order in relation to LEI or the appointment of a receiver over LEI's assets; (b) the making of an arrangement or composition by LEI with its creditors generally or applying to a court of competent jurisdiction for protection from its creditors; or (c) LEI ceasing or threatening to cease to carry on business.
- C. **Termination with Notice.** Any Party may unilaterally terminate this LSA without cause by providing 14 days' prior written notice to the other Parties.
- D. **Consequences of Termination.** In the event this Agreement is terminated pursuant to this LSA, all Products already in LEI's (or its sub-contractor's possession) shall immediately cease to be eligible for further Logistics Services, in which case LEI may (at its sole discretion) return at the expense of the Seller or dispose of any such Products in such manner as LEI deems fit (in which case title to such Products shall pass to LEI immediately prior to such disposal).
- E. The Parties agree to waive the application of Article 1266 of the Indonesian Civil Code to the extent that a court order is required to terminate this LSA.
- F. **Surviving Provisions.** Any provision of this LSA that, by its nature, is meant to survive the term or termination, shall survive such term or termination.

12. Miscellaneous

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Part A – General Terms for Logistics Services

- A. **Interpretation.** The singular includes the plural and vice versa, as the context may require. Headings are inserted for convenience only and will be ignored when construing this LSA. The term “including” or “include” shall mean “including, without limitation”, unless the context otherwise requires. A statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of the LSA, and shall include also any past statutory provision or regulation (as from time to time modified or re-enacted) which such provision or regulation has directly or indirectly replaced.
- B. **Communications.** Unless otherwise provided in the LSA or agreed to between the parties, all notices, requests, demands and other communications hereunder must be in writing and will be deemed to have been fully given and received when sent with recognized overnight delivery service, registered mail or email one (1) Working Day after being deposited for next-day delivery with a recognized overnight delivery service or emailed, or three (3) Working Days after being mailed by registered mail, charges and postage prepaid, to the recipient’s address set forth in this LSA or any other address that the recipient may specify by notice to the other Party. If requested by Lazada, you shall provide to Lazada contact details of a designated contact person, whom Lazada may contact regarding any of your responsibilities arising from the LSA.
- C. **Assignment.** The Seller shall not assign, transfer or subcontract all or part of Seller’s rights and/or obligations deriving from the LSA, without the prior written consent of LEI. LEI may assign, transfer or subcontract all or part of its rights and/or obligations deriving from this LSA without any prior notice to or approval from the Seller.
- D. **Independent Contractors.** The Seller, Lazada and LEI are independent contractors, and unless expressly provided in this LSA or the Terms, nothing herein shall create any partnership, joint venture, agency, franchise or sales representative relationship between the Seller and LEI, the Seller and Lazada, or LEI and Lazada. The Logistics Parties and Lazada mutually acknowledge and agree that this LSA shall not cause the establishment of any direct relationship of employment between LEI and persons who provide support to the Seller. The Seller will have no authority to make or accept any offers or representations on behalf of LEI.
- E. **No Third Party Rights.** These LSA and all of the representations, warranties, covenants, conditions, and provisions hereof are for the sole and exclusive benefit of LEI, LEI Affiliates and you. Other than as regards the rights of Buyers against you, nothing in the LSA will be construed as giving any third party any rights whatsoever.
- F. **Illegality.** Notwithstanding any other provision in the LSA to the contrary, nothing contained herein will oblige LEI or you to engage in any action or omission to act which would be prohibited by or penalized under applicable laws. The illegality, invalidity or unenforceability of any provision of the LSA under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. The actual or future invalidity or ineffectiveness of any provision in the Terms will not affect the validity or effectiveness of the whole document.
- G. **Several obligations.** The obligations of each LEI and Lazada entity under this LSA shall be several and not joint.
- H. **Severability.** If any provision in this LSA shall be held to be void but would be valid if deleted in part or reduced in application, such provision shall apply with such deletion or modification as may be necessary to make it valid and enforceable.
- I. **No Waiver.** The failure of a Party to exercise its rights in case of breach of contract by the other Party will not be considered as a waiver of its rights under the Terms or under applicable laws.
- J. **Variation.** No variation of this LSA will be valid unless (a) expressly agreed to in writing and signed by authorized representative of Lazada; or (b) notified to you as provided in accordance with this LSA.

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- K. **Stamp Duty.** All stamp duty and registration fees (if any) in respect of this LSA will be fully borne and paid by you.

- L. **Governing Law & Dispute Resolution.** This LSA is governed by and shall be construed in accordance with the laws of Indonesia. This LSA are governed by the laws of the jurisdiction of the Lazada platform on which you are selling. Where we are in disagreement regarding any matter, the parties will first try to resolve it amicably. If this fails, either party may refer the matter to arbitration. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Rules of the Badan Arbitrase Nasional Indonesia. The seat of arbitration shall be Jakarta. The arbitration proceedings shall be conducted in English.

- M. **Language.** This LSA is executed in Indonesian and English. If there is any inconsistency between the Indonesian and English versions, the English language version shall prevail and both parties agree that the Indonesia language version will be amended to conform with and be consistent with the English language version.

LOGISTICS SERVICES AGREEMENT (LSA)
Part B – Delivery Services Terms**PART B – Delivery Services Terms****1. Delivery Services**

- A. Upon receiving a Service Order for the Delivery Services, LEI shall use its best endeavours to pick up the Package(s) from Seller's appointed location and/or Lazada's appointed location, in accordance with the lead times, service level standards and Policies that may be notified to Seller from time to time by LEI (through Lazada).
- B. LEI shall deliver the Package(s) to the delivery address and designated recipient in the Delivery Note. For the avoidance of doubt, the designated recipient may not be the Buyer. LEI shall verify the identification of the person receiving the Package at the designated delivery address and obtain the signature of such person's signature on the Delivery Note. In the event the person receiving the Package is not the designated recipient, LEI shall also record on the Delivery Note (i) the name of such person, and (ii) the relationship between the actual recipient and the designated recipient on the Delivery Note.
- C. Any change of pick-up and/or delivery address or scheduled pick-up time shall be notified in writing by Seller to LEI (through Lazada) at least two (2) Working Days prior to the scheduled pick-up time. LEI may change the date and time of the scheduled pick-up of the Package(s) by providing Seller with prior written notice in the manner and within the lead time stipulated in the Policies.
- D. In the event Seller requests that the Delivery Services be performed on a day other than a Working Day, LEI may, in its discretion, accede to such request provided that LEI shall be entitled to charge a surcharge for such Delivery Services, which may be notified to Seller from time to time by LEI (through Lazada).
- E. LEI shall not be required to perform Delivery Services for any frozen, refrigerated or temperature-controlled Products.
- F. Seller authorises LEI (and its Affiliates, sub-contractors and/or agents) to complete any documentation and pay any Duties and Taxes (if applicable) on behalf of Seller required under applicable Laws, to the extent such actions are necessary to enable LEI to provide the Delivery Services. LEI shall be entitled to charge, and Seller shall reimburse and indemnify LEI (and its Affiliates, sub-contractors and/or agents) for, any such costs, Duties and Taxes incurred on Seller's behalf.
- G. LEI may route and divert the transportation and movement of Packages in any manner it deems appropriate. LEI shall not be obliged to, and shall not be liable for any losses or damages arising from its inability, failure or refusal to, accede to Seller's request to stop, re-route or divert any Package which is in the process of being transported, routed or diverted.
- H. LEI shall provide updates of the delivery status of any Package to Seller (through Lazada) in accordance with the lead times, and Policies. Seller expressly authorises LEI to provide Lazada with all information as is necessary for the tracking of the delivery status of Packages.

2. Failed Delivery

- A. The Logistics Parties acknowledge that a delivery failure ("**Failed Delivery**") may occur for various reasons, including but not limited to:
- (i) the recipient's name is incorrectly stated in the Delivery Note;
 - (ii) the delivery address is incorrectly stated in the Delivery Note;
 - (iii) there is no recipient available at the designated delivery address to receive the Package;
 - (iv) the recipient refuses to receive the Package; and/or
 - (v) any other reasons as determined by LEI.
- B. In the event of Failed Delivery due to the reasons stated above:

LOGISTICS SERVICES AGREEMENT (LSA)
Part B – Delivery Services Terms

- (i) LEI shall retain the Package and make any reasonable efforts to deliver the Package to the Seller's address as may be set out in the Policies notified to Seller from time to time by LEI (through Lazada); and
- (ii) If LEI is unable to return the Package to the Seller despite taking reasonable efforts in accordance with the applicable Policies, including to contact Seller (through Lazada), or LEI reasonably determines that it is not reasonably practicable to return the Package to Seller, and following expiration of the Seller's claim period (as determined in the Policies), the Package and the Products contained in the Package may be released, disposed of or sold by LEI at its sole discretion, without incurring any liability whatsoever to Seller or any other party, in accordance with Lazada and/or LEI's Policies as notified from time to time.

3. Collection of Returned Products

- A. Upon the receipt of a Service Order from Seller (through Lazada) for the collection of a returned Product from Buyer, LEI shall use its best endeavours to pick up the returned Product from the delivery address to which the Package was delivered or the address stated in the Service Order, and deliver the returned Product to the designated return location in accordance with the Policies. LEI shall not be obliged to verify the identity of the person from whom the returned Product is collected (whether it is the Buyer or otherwise).
- B. Clause 1 of Part B above shall apply *mutatis mutandis* to the collection and delivery of returned Products under this Clause 3 as if fully set forth herein.
- C. Except for the returned Products due to Clause 2(A) point (iv) of Part B, neither LEI nor Lazada shall be responsible for ensuring or be liable for the quality, condition or eligibility of any returned Products, nor shall LEI or Lazada be obliged to conduct any inspection of any returned Products. Notwithstanding the foregoing, neither LEI nor Lazada shall be obliged to accept any returned Products which do not comply with the Packaging Guidelines or Delivery Note Guidelines, or such other requirements in accordance with the Policies.

4. Packaging of Items

- A. Seller shall wrap or pack Packages for which LEI is engaged to provide the Delivery Services in accordance with Policies regarding the packaging guidelines, labelling standards and maximum dimensions and weight (collectively, the "**Packaging Guidelines**") notified to Seller from time to time by LEI (through Lazada).
- B. Seller shall ensure that the Delivery Note states in a clear, complete and accurate manner the name, delivery address and contact number of the designated recipient of the Package, correct tracking number, and such other details as may be required in accordance with the Policies (collectively, the "**Delivery Note Guidelines**"). In case of any discrepancies between the Delivery Note and the actual data or information collected or obtained by LEI, at its sole discretion, impose any sanction in accordance to the Policies, as notified from time to time (through Lazada). In the event of same tracking number for two or more different packages (Double TN), which causes LEI to be unable to identify the final status of package accurately, LEI shall not be responsible to the packages and such packages may be released, disposed of or sold by LEI at its sole discretion, without incurring any liability whatsoever to Seller or any other party, in accordance with Lazada and/or LEI's Policies as notified from time to time.
- C. If special handling is required for any Package (for example, fragile, bulky, or Dangerous Products), Seller shall provide written notice to LEI (through Lazada) at least one (1) Working Day (or within such lead time as stipulated in the Policies) prior to the intended pick-up date. Seller procures that all Products of a fragile nature shall be packed in containers of sufficient strength and wrapped or surrounded by adequate and appropriate material to protect the Products against such knocks and pressure which are ordinarily expected to occur in the course of providing the Delivery Services. Packages containing fragile Products shall be conspicuously marked "FRAGILE", or equivalent words, on the Package.

5. Cash on Delivery (COD) Services

LOGISTICS SERVICES AGREEMENT (LSA)
Part B – Delivery Services Terms

- A. COD means cash on delivery services, which is a method of payment by which a Buyer or his or her designated recipient of a Package makes payment for the Products in the Package in cash, at the time of delivery of the Package containing the Products to Buyer or his or her designated recipient.
- B. Seller hereby authorises LEI to perform COD Services on behalf of Lazada (as payment processing agent for Products that are sold and paid through the Platform). LEI shall remit the collected COD payments to Lazada, which shall then deal with such funds in accordance with the Terms agreed with the Seller.
- C. The collection of COD payments shall solely be for Lazada's benefit as the payment processing agent under this LSA and the Terms, and shall not affect the payments otherwise due to Seller for any Products sold on the Platform (in accordance with the Terms and subject to the settlement of the Delivery Service Fees under this LSA by the Seller). As the Transactions occur between the Buyer and the Seller, neither LEI nor Lazada shall take any responsibility as to or be liable for the legality of any payment Transaction between the Seller and Buyer, or for any loss or damage suffered by Seller in connection with the COD Services.

6. Restriction of Delivery Services

- A. LEI shall not be obliged to collect any Package from, or deliver any Package to, addresses which are PO boxes, addresses outside of Indonesia, do not have proper or correct postal codes, or which fall within the list of non-delivery locations in the Policies.
- B. Seller acknowledges and agrees that Delivery Services shall be used only in relation to Packages containing Products purchased by Buyers on the Platform, and that Packages shall only be delivered to or, in the case of returns, collected from the delivery addresses provided by Buyers at the time of purchase on the Platform.

7. Prohibited Items

- A. Seller shall not use the Delivery Services for the following items:
 - (i) Gunpowder, firearms, gasoline, toxic chemicals, swords, agricultural chemicals and other dangerous articles;
 - (ii) Narcotics, marijuana, morphine, drugs or substances which may be prohibited under the applicable Laws of Indonesia from time to time (from the effective date of such prohibition);
 - (iii) Securities, cash and gift certificates;
 - (iv) Art works, contracts, films, manuscripts, passports and other products which cannot be restored if lost;
 - (v) Smuggled products, military supplies, unlawful forest products, illegal publications and other products which are illegal or against public order in Indonesia;
 - (vi) Plants, flowers, bones, and other plants and animals;
 - (vii) Alcohol and alcoholic beverages;
 - (viii) Any printed material or recording the contents of which may reasonably be construed as compromising the national security, order or stability of Indonesia;
 - (ix) Any items which, under the Terms and/or Policies, are prohibited for sale on the Platform;
 - (x) Any items which persons are prohibited from owning or transporting under the applicable Laws of Indonesia; and/or

LOGISTICS SERVICES AGREEMENT (LSA)
Part B – Delivery Services Terms

- (xi) Any other prohibited items which LEI (through Lazada) may notify to Seller from time to time.
- B. Without prejudice to the prohibitions in the Clause 7A above, any prohibited items declared by the relevant regulatory or government authorities, or in accordance with any applicable Laws at the time in force, shall be deemed as incorporated in the list of prohibited items in paragraph (A) (collectively, “**Prohibited Items**”).
- C. The list of Prohibited Items in the Clause 7A above is not exhaustive and may be amended from time to time. Any amendments to the list of Prohibited Items shall be notified by LEI (through Lazada) to Seller from time to time under the Policies.
- D. Seller shall be solely responsible for ensuring its compliance with the prohibitions in this Clause 7 in force at the time of a Service Order is made. Seller agrees to indemnify, hold harmless and defend LEI, Lazada and their Affiliates, officers, directors, employees, agents and sub-contractors against any claim, loss, liability, damages or penalty (including any penalty imposed by the relevant regulatory or government authorities) arising in connection with any Service Order made by Seller in violation of this Clause 7.
- E. LEI may, at its sole discretion, open and inspect any Package without prior notice to Seller. Any such inspection shall not absolve Seller from its obligations and liability under this Clause 7 and more broadly, the LSA. LEI may, at its sole discretion, refuse to perform any Logistics Services under this Agreement in relation to any Package, and to report or surrender to any relevant regulatory or government authority, if it reasonably believes that the Package contains a Prohibited Item.

8. Delivery Service Fee

- A. Seller shall pay LEI a fee (hereinafter “**Delivery Service Fee**”) for each of the Delivery Services provided by LEI to the Seller according to the rates notified to the Seller from time to time.
- B. The Delivery Service Fees are exclusive of Duties and Taxes imposed pursuant to or in the course of the provision of the Delivery Services. All such Duties and Taxes shall be for the Seller’s account, and Seller shall accordingly reimburse and indemnify LEI in full for any Duties and Taxes which it pays on behalf of Seller in the course of providing the Delivery Services.

LOGISTICS SERVICES AGREEMENT (LSA)
Part C – Lazada Coordinated Delivery (LCD) Terms

PART C - Lazada Coordinated Delivery (“LCD”) Terms

These LCD terms shall apply if the method of fulfilment of Orders is LCD or Lazada Coordinated Delivery.

1. General terms for LCD

- A. **Logistics Services.** LEI (through LEI Affiliate or third party(ies) assigned by LEI) will provide delivery services to the Seller under LCD, in accordance with the Policies. You shall fulfil the order through and cooperate fully with the logistics service provider assigned by Lazada to carry out the delivery services. LEI shall not be obliged to assist you to update the status of delivery on Seller Center, nor shall LEI be liable to you for any losses you suffer, in the event you do not fulfil the order using the delivery partner assigned by LEI.
- B. **Performance of Logistics Services.** LEI may use any method or route to perform LCD, including to sub-contract all or part of LCD to any sub-contractor which it deems appropriate.
- C. **Shipping Costs.** Unless otherwise provided in the LSA, you shall be responsible for all costs incurred for shipping the Products. Any costs assessed against or incurred by LEI in relation to shipping will be debited to you. If applicable and unless otherwise specified, you shall also be responsible for payment of all customs duties, and taxes and any other charges related to the shipping and custom clearance of Products.
- D. **Import/Export.** LEI shall, under no circumstances, be listed as the importer, exporter, consignor or consignee in any export or import documentation. If LEI is listed as the importer, exporter, consignor or consignee in any export or import documentation, LEI shall have the right to refuse to accept the Product and/or cancel the Order covered by such documents and any costs assessed against or incurred by us will be deducted from amounts payable to you, or by other method at our election. If LEI decides to support you with the completion of the import procedures of the carrier, LEI may deduct from amounts payable to you, or by other method at our election, any applicable costs or fees or penalties.
- E. **Estimated Shipping Costs.** Estimated shipping costs, if any, provided prior to shipment are not binding and you agree that you shall be liable for: (i) the actual shipping costs; or (ii) the estimated shipping costs, even if the carrier determines them to be lower than the estimate submitted to you.
- F. **Rejection/Re-package/Return of Products.** LEI (or LEI's 3PL) may reject or re-package (at your expense) any Products for the provision of LCD, and return such Products.
- G. **Prohibited and Controlled Products.** If your Products fall into any of the prohibited and controlled categories listed in the Policies, LEI may reject such Products for Lazada-Coordinated Delivery, or provide such services to you subject to additional handling charges payable by you.
- H. **Lien.** LEI shall, subject to any applicable law, have a lien on any Products in LEI's possession for any Fees due and owing from you.
- I. **Carrier Information.** You shall not use the carrier account information of LEI, including, without limitation, carrier account number and shipping rates, for any purpose other than for the fulfilment of an Order, nor disclose such information to any third party, and you shall protect such information as Confidential Information.

2. Specific Terms for LCD

- A. You will prepare and ship the Order to LEI's designated location (including any applicable drop-off boxes offered by LEI or to LEI's appointed 3PL) or for LEI's pick-up from mutually agreed pick up points (if offered to you), according to the lead times specified in the Policies, provided that, where you fail to comply with the deadline, LEI may modify the deadline and/or to cancel the Order.
- B. You shall stop or cancel any Orders if directed by LEI. If Buyer has already been charged for such Orders, LEI will execute refunds (and any adjustments) and credit the applicable Buyer account. You will reimburse us for all amounts credited and costs associated with the refund.

LOGISTICS SERVICES AGREEMENT (LSA)
Part C – Lazada Coordinated Delivery (LCD) Terms

- C. Upon receiving Products that are the subject of an Order, LEI will deliver the Products to the delivery address and designated recipient, in accordance with the Policies.
- D. You shall be responsible for, and bear all risk and liability for the sourcing, sale, packaging, labelling, product quality, and product warranties (if applicable) for all Products delivered using LCD, and you shall be responsible for all such claims in relation to such Products.

LOGISTICS SERVICES AGREEMENT (LSA)
Part D – Fulfillment By Lazada (FBL) Terms**PART D - Fulfilment By Lazada (“FBL”) Terms****1. FBL Terms**

- A. These FBL Terms shall apply if the method of fulfilment of Orders is FBL or Fulfilment by Lazada.
- B. Where the method of fulfilment of Orders is FBL, Seller is responsible for the sourcing and delivery of the Products to LEI's appointed fulfilment centre or pick-up point. The services provided by LEI under the FBL model (“**FBL Services**”) comprise:
- (i) If offered by LEI, pick-up of Products and transportation to LEI's fulfilment centre;
 - (ii) Short-term storage of the Products for the purpose of fulfilment of Orders;
 - (iii) Picking and packing of Products for fulfilment of Orders;
 - (iv) After-sales services such as, customer service and returns and failed delivery processing in respect of the Products.
- C. You shall fulfil the order through and cooperate fully with the logistics service provider assigned by LEI to carry out the delivery services. LEI shall not be obliged to assist you to update the status of delivery on Seller Center, nor shall LEI be liable to you for any losses you suffer, in the event you do not fulfil the order using the delivery partner assigned by LEI.
- D. **Performance of FBL Services.** LEI may use any method or route to perform FBL services, including to sub-contract all or part of FBL services, and to use any sub-contractor which LEI deems appropriate.

2. Enrolment in FBL

- A. Seller may submit a request to enrol in FBL through the designated request channel as notified by LEI from time to time. In order to enrol in FBL, Seller may be required to meet certain minimum requirements (such as seller account tenure, and minimum sale quantities), as notified in writing by LEI. LEI may revise such minimum requirements from time to time.
- B. Acceptance of any enrolment request shall be at LEI's sole discretion and may be conditional on Seller fulfilling additional requirements relating to training and enrolment formalities.
- C. If Seller's enrolment request is accepted by LEI, these FBL Terms shall apply to the Products in respect of which the FBL Services are provided (“**FBL Products**”).

3. Inbound Process of FBL Products

- A. Seller shall submit to LEI all information required by LEI in respect of the FBL Products. LEI may accept or reject any inbound request for FBL Products submitted by the Seller.
- B. The FBL Services shall only be provided in relation to the shipments, batches and quantities of FBL Products in relation to which LEI has expressly agreed in writing to provide the FBL Services (such written agreement being the “**Inbound Order**”). All FBL Products shall correspond strictly with the details of the Inbound Order.
- C. The agreed details of the FBL Products shall be set out in an Inbound Order, which shall accompany each shipment of FBL Products to LEI's appointed fulfilment centre or pick-up point.
- D. Seller shall ensure that none of the FBL Products require special clearance or regulatory approvals for their transportation and storage. In the event the Seller wishes to use the FBL Services in relation to products or

LOGISTICS SERVICES AGREEMENT (LSA)
Part D – Fulfillment By Lazada (FBL) Terms

goods that do not comply with Clause 7 Part B of this LSA, it will advise LEI in writing prior to the provision of the FBL Services (and for the avoidance of doubt, prior to handing over the FBL Products to LEI, and the Logistics Parties shall determine whether the same is possible, and if so, under what circumstances.

- E. All FBL Products shall be shipped to LEI's appointed fulfilment centre on Delivery Duty Paid (Incoterm DDP 2010) basis unless otherwise agreed in writing. If the FBL Products are shipped from overseas, the Seller shall appoint its own importer-of-record and customs broker, and shall not name or list LEI or any of its Affiliates as the importer, exporter, consignor or consignee, or customs broker for the FBL Products. If LEI is listed as the importer, exporter, consignor or consignee in any export or import documentation, LEI shall have the right to refuse to accept the Product and/or cancel the Order covered by such documents and any costs assessed against or incurred by us will be deducted from amounts payable to you, or by other method at our election. If LEI decides, in our sole discretion, to support you with the completion of the import procedures of the carrier, LEI may deduct from amounts payable to you, or by other method at our election, any applicable costs or fees or penalties.
- F. Unless otherwise agreed with LEI, the Seller shall ship the FBL Products specified in the Inbound Order to LEI's appointed fulfilment centre, at the appointment date and time specified in the Inbound Order. If FBL Products arrive at LEI's appointed fulfilment centre outside of the specified appointment dated and time, LEI shall be entitled to either accept the FBL Products, or reject and return them to Seller at the expense of Seller.
- G. LEI may, at its discretion, provide the Seller with pick-up services for the FBL Products from the pick-up location agreed with the Seller. If such pick-up services are offered and accepted by the Seller, the Seller shall comply with the processes and supply the information required for LEI to provide such services, including standard operating procedures, weight and size restrictions and packaging requirements.
- H. LEI may also inform the Seller in of any restrictions on scheduling or volumes, and Seller will comply with such restrictions.
- I. LEI may, at its discretion and prior to or at the time of agreement on the Inbound Order, request the Seller to have its delivery personnel or representative attend at LEI's appointed fulfilment centre for the time period required by LEI to inbound the FBL Products ("**Seller Attended Inbound Request**"), which attendance period shall not exceed four (4) hours.
- (i) If the Seller complies with a Seller Attended Inbound Request and the inbound process is completed within the attendance period, any FBL Products which is rejected for inbounding due to the FBL Products' failure to comply with Clause 4A and 4B of Part D below shall be immediately returned to Seller via its delivery personnel or representative.
- (ii) If Seller complies with a Seller Attended Inbound Request but the inbound process is not completed within the agreed attendance period, any FBL Products which is rejected for inbounding after the end of the agreed duration due to the FBL Products' failure to comply with Clause 4A and 4B of Part D below shall be processed in accordance with Clause 4D of Part D below.
- (iii) If Seller elects not to comply with a Seller Attended Inbound Request, any FBL Products which is rejected for inbounding due to the FBL Products' failure to comply with Clause 4A and 4B of Part D below shall be processed in accordance with Clause 4D below, save that LEI shall have no liability to Seller for any loss or damage to such rejected FBL Products from the time they were shipped to LEI's appointed fulfilment centre until the time that such FBL Products are retrieved by the Seller.
- J. LEI shall not be responsible for the intact preservation of the FBL Products' original boxes. It is the Sellers' responsibility to properly package each box and the packaging materials used might include bubble wrap and/or plastic/paper coverage. Seller is required to use additional packaging material for bulky products (which for the avoidance of doubt, must have been notified by LEI to the Seller in the manner contemplated by Clause 3A of Part D as being eligible to be FBL Products), and notify LEI in advance of any inbound plan of bulky products and its additional packaging material.
- K. The Seller shall be liable for any damage to the FBL Products due to the Seller's improper, inadequate or faulty packaging, or packaging which does not comply with the requirements or Policies. In the case of any improperly, faulty packaged or labelled FBL Products, LEI may return the FBL Products to the Seller at the expense of the

LOGISTICS SERVICES AGREEMENT (LSA)
Part D – Fulfillment By Lazada (FBL) Terms

Seller, or re-package or re-label the FBL Products at the expense of the Seller.

4. Requirements for FBL Products

- A. FBL Products shall comply with LEI's requirements as notified on the BMS Portal, Seller Center or Lazada University. For purposes of this LSA, BMS Portal means the FBL Business Management System which allows the user to manage their inventory, available at BMS Portal. These requirements include (but are not limited to):
- (i) minimum expiry dates or periods;
 - (ii) packaging requirements to ensure the integrity of the FBL Products delivered to LEI's appointed fulfilment centre.
 - (iii) labelling requirements (in addition to any mandatory requirements under the applicable Laws);
 - (iv) prohibitions and exclusions of certain types of products, such as prohibited and controlled categories listed in the Policies, illegal or prohibited, hazardous, toxic or radioactive products, or products which require special storage or handling.

LEI (or LEI's 3PL) may reject or re-package (at your expense) any Products for the provision of FBL Services, and return such Products.

- B. All FBL Products shall correspond strictly with the details of the Inbound Order. Seller shall further provide any other additional information required by LEI to accompany every shipment of FBL Products, such as list of barcodes for each item, warranty details, expiry date for each item, as well as gross and net weight.
- C. LEI may reject any shipment of FBL Products which is not accompanied by a valid and corresponding Inbound Order, as well as any other additional information which the Seller is required to provide.
- D. In the event that FBL Products shipped to LEI's appointed fulfilment center do not comply with the Inbound Order or the requirements applicable to FBL Products, or are not accompanied by the additional information required by LEI, LEI may refuse such shipment of FBL Products. LEI will notify the Seller of such refusal in writing within ten (10) Working Days. Upon receipt of said written notice, Seller shall retrieve at Seller's expense such rejected shipment within the following timelines:
- (i) within one (1) day, if LEI reasonably determines that the FBL Products create a safety, health or liability risk to LEI, its personnel or sub-contractors;
 - (ii) within two (2) Working Days, if the FBL Products do not comply with the requirements relating to minimum expiry dates or periods;
 - (iii) within seven (7) Working Days, if the refusal is due to any other reason.
- E. If Seller fails to retrieve any rejected FBL Products within the timelines above, the rejected FBL Products will be deemed abandoned and LEI may dispose of the FBL Products in any manner it deems appropriate. Title to abandoned refused FBL Products will transfer to LEI at no cost to LEI for the purpose of such disposal, and LEI will retain all proceeds, if any, received from the disposal of any abandoned refused FBL Products. If the proceeds of the disposal are insufficient to cover the costs of such disposal, LEI shall be entitled to recover such uncovered costs from the Seller.
- F. Alternatively, LEI may elect to return the rejected shipment to the Seller, or accept the FBL Product for inbounding subject to re-packaging or re-labelling of any FBL Products which do not comply with the packaging or labelling requirements, and may recover all incurred expenses from the Seller.
- G. LEI's acceptance of the FBL Products at the appointed fulfilment centre does not:
- (i) indicate or imply that any FBL Products have been delivered in accordance with LEI's inbound requirements set out above and are free of loss or damage; or

LOGISTICS SERVICES AGREEMENT (LSA)
Part D – Fulfillment By Lazada (FBL) Terms

- (ii) indicate or imply that LEI actually received the number of units of FBL Products specified by Seller or in the Inbound Order for such shipment; or
 - (iii) waive, limit or reduce any of LEI's rights under the LSA or these FBL Terms.
- H. LEI may, at its sole discretion, and without notice to the Seller, at any time open and inspect any shipment or batch of FBL Products delivered to and handed over to LEI at a relevant FBL Warehouse or FBL Products Handover Point (as applicable).

5. Seller Obligations

- A. Seller shall be responsible for, and bears all risk and liability for the sourcing, sale, original packaging, product quality and product warranties (if applicable) for all FBL Products. All claims in relation to the FBL Products, whether raised by any relevant authorities, the Buyer or any third party, shall be the responsibility of the Seller, save for any responsibility of LEI in respect of the FBL Services expressly specified in this LSA. For the avoidance of doubt, Seller shall be responsible to meet all legal and regulatory requirements in relation to such Products, including without limitation their preparation, labelling, original packaging, handling, storage, transportation and delivery, prior to the receipt of these Products by LEI.
- B. If required by applicable Laws, Seller shall be responsible to take out appropriate insurance covering the events mentioned above as well as any other obligation under this LSA.
- C. Seller will process, fulfil and cancel Orders in accordance with the Policies, as notified on Seller Center or other written means from time to time.
- D. Seller shall promptly notify LEI of any actual or potential recall, or safety alert, relating to the FBL Products, and provide all necessary assistance to LEI in connection with such recall or safety alert. All expenses incurred by LEI in connection with such recall or safety alert of the FBL Products shall be borne by the Seller.

6. Storage for Fulfilment

- A. Subject to Clause 4D of Part D of this LSA, LEI will inbound the FBL Products into the FBL Warehouse. LEI will keep electronic records that track inventory of the FBL Products by identifying the number of the FBL Products stored in each FBL Warehouse ("**FBL Inventory Tracking Records**").
- B. LEI will provide temporary storage services for FBL Products once it confirms inbounding of the FBL Products at the appointed fulfilment centres, and will keep electronic records that track inventory of FBL Products by identifying the number of FBL Products stored in LEI's fulfilment centres.
- C. LEI will not be required to physically mark or segregate items from other inventory Products owned by Seller. If LEI elects to commingle the FBL Products with other products of Seller, both LEI and Seller agree that the FBL Inventory Tracking Records of LEI will be sufficient to identify which products are the FBL Products of Seller. LEI may, at its discretion, move and distribute the FBL Products between its local fulfilment centres.
- D. LEI may impose storage fees for FBL Products which have been stored in LEI's fulfillment centres above a certain aging period. LEI will notify Seller of the details of the storage fees at least one (1) month prior to implementation of such storage fees.

7. Fulfilment of Orders

- A. Where a Buyer places an Order to an FBL Product, LEI will pick and pack the FBL Products and ship the Order to the Buyer at the address specified in the Order. LEI may ship FBL Products together with products sold by LEI or other sellers.
- B. The LCD terms in Part C shall similarly apply to delivery of Orders for FBL Products.

LOGISTICS SERVICES AGREEMENT (LSA)
Part D – Fulfillment By Lazada (FBL) Terms**8. Failed Deliveries & Returns**

- A. Seller shall accept and process refunds and adjustments in respect of FBL Products in accordance with the applicable returns and failed delivery policies published by LEI from time to time.
- B. Returns and failed deliveries of any FBL Products will be received and processed by LEI at its appointed fulfilment centre. Any sellable returns and failed deliveries of any FBL Products will be placed back into the inventory of the FBL Products of Seller. For the avoidance of doubt, all returns and failed deliveries of any FBL Products which are placed back into the Seller's inventory are the property of the Seller. LEI may examine and determine at its sole discretion, acting reasonably, if returns and failed deliveries of any FBL Products are suitable for selling.
- C. If LEI provides replacement FBL Products or a refund to a Buyer and that Buyer returns the original FBL Products to LEI's appointed fulfilment centre, LEI will be entitled to dispose of the returned original FBL Products, or, if they are saleable, LEI may, at its option place such returned original FBL Products back in the inventory of Seller. If the returned original FBL Products will be put in the inventory, Seller will reimburse LEI for the Replacement Value of the returned original FBL Products.
- D. If LEI reasonably determines that any returns and failed deliveries of any FBL Products is not in sellable condition, LEI shall either return such returns and failed deliveries of FBL Products to the Seller or dispose of such returns and failed deliveries of FBL Products without any compensation to Seller, and LEI may recover any incurred expenses from the Seller. Title to the abovementioned FBL Products will transfer to LEI at no cost to LEI for the purpose of such disposal, and LEI will retain all proceeds, if any, received from the disposal of such FBL Products. If the proceeds of the disposal are insufficient to cover the costs of such disposal, LEI shall be entitled to recover such uncovered costs from the Seller.

9. Outbound Process

- A. LEI may restrict the destinations to which you may ship Products. LEI has no obligation to provide logistics services to collect or deliver Products to or from any PO Box, overseas address, addresses without proper postal codes, or any non-delivery locations set out in the Policies.
- B. Seller may, at any time, request that FBL Products be returned to Seller by submitting a request on the BMS Portal or other channels designated by LEI from time to time.
- C. LEI may return FBL Products to Seller for any reason, such as:
 - i) the FBL Products have expired or are close to their expiry date;
 - ii) no Orders for the FBL Products of the same SKU have been processed in the past twenty-eight (28) calendar days and more than one hundred and fifty (150) calendar days have elapsed since the particular FBL Product was inbounded in to LEI's appointed fulfilment centres;
 - iii) the FBL Products are reasonably determined by LEI to be unsuitable for FBL Services;
 - iv) the FBL Products are reasonably determined by LEI to be non-compliant with LEI's notified policies (such as counterfeit items, inadequate or unsuitable packaging);
 - v) the Terms is being terminated for any reason; or
 - vi) the FBL Services are being terminated by either Party for any reason.
- D. Unless otherwise agreed, Seller shall be responsible for the pick-up of such FBL Products from LEI's appointed fulfilment centre within seven (7) Working Days (which LEI may extend at its sole discretion) after LEI has notified the Seller in writing to collect the outbound FBL Products. LEI may agree to deliver the outbound FBL Products to the Seller's delivery address in the same country, at Seller's expense.

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- E. Seller shall be responsible for any inspection, check or reconciliation of the quantity and condition of the FBL Products. Upon the Seller's collection (or, in the case of delivery to the Seller, confirmed receipt at its designated delivery location) of the outbound FBL Products, they deemed to have been fully returned to Seller in full and good condition, unless any loss or damage of outbound FBL Products is notified in writing to LEI at the time of the collection (or confirmed receipt at its designated delivery location, as the case may be).
- F. If no delivery arrangement has been agreed with LEI and Seller has failed to collect outbound FBL Products within thirty (30) calendar days of LEI's written notification to Seller, the FBL Products will be deemed abandoned and LEI may elect to dispose of the FBL Products as provided herein in any manner it deems appropriate. Title to abandoned refused FBL Products will transfer to LEI at no cost to LEI for the purpose of such disposal, and LEI will retain all proceeds, if any, received from the disposal of any abandoned refused FBL Products. If the proceeds of the disposal are insufficient to cover the costs of such disposal, LEI shall be entitled to recover such uncovered costs from the Seller.
- G. Seller may, at any time, request that LEI dispose of FBL Products. LEI may dispose of FBL Products in any manner it deems appropriate. Title to abandoned refused FBL Products will transfer to LEI at no cost to LEI for the purpose of such disposal, and LEI will retain all proceeds, if any, received from the disposal of any abandoned refused FBL Products. If the proceeds of the disposal are insufficient to cover the costs of such disposal, LEI shall be entitled to recover such uncovered costs from the Seller.
- H. Seller shall comply with instructions that LEI may give in relation to any potential suspension of the work in LEI's appointed fulfilment centre.

10. FBL Fees

- A. The service fees for the FBL Services ("**FBL Fees**") shall be set out in the rate cards published on the BMS Portal or Seller Center from time to time or informed by LEI or Lazada in writing via email or any other means.
- B. The FBL Fees are exclusive of any taxes (such as Consumption Tax) applicable to the FBL Services, unless otherwise stated in the rate cards. All payments to be made by Seller to LEI shall be made free and clear of, and without deduction for or on account of, any taxes unless Seller is required to make such a payment subject to the deduction or withholding of taxes, in which case the sum payable by Seller shall be increased to the extent necessary to ensure that LEI receives a sum net of any withholding or deduction equal to the sum which it would have received had no such deduction or withholding been made or required to be made. If LEI is required under the law of any jurisdiction to deduct or withhold any sum as taxes imposed on or in respect of any amount due or payable to Seller, LEI will make such deduction or withholding as required, and LEI will provide Seller with a certificate or any similar document proving that amounts deducted refer to withholding taxes.
- C. Any enquiry or dispute in respect of FBL Fees or any payment of the same shall be made to LEI within the time period stated in the Terms.
- D. From time to time, LEI may offer promotions, rebates or discounts to the Seller in respect of the FBL Fees. The terms of such promotions, rebates or discounts will be determined solely by LEI.
- E. In the event any amount due and payable to LEI is unpaid by the Seller for at least thirty (30) days after the due date of such amount, LEI may suspend any further FBL Services pending receipt of full payment.

11. Claims

- A. If there is loss or damage caused by LEI to any FBL Products while they are being stored at any of LEI's fulfilment centres, LEI will pay Seller the Replacement Value of the FBL Products and Seller will, at LEI's request, provide LEI with a valid tax invoice or invoice for the Replacement Value paid to Seller. For the purpose of this Agreement, Replacement Value of an FBL Product is determined by LEI based on the lower of either: (i) the invoiced value of the FBL Product to Seller by Seller's supplier, or the Cost of Goods Sold (COGS) of last inbound as the case may be; or (ii) the average selling price of the FBL Products on the Platform over the specified period of time, or the average Listing Price over the specified period of time, in each case net of any

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Commission, the Payment Fee (as defined in the Terms) and any Seller Taxes that would have applied if the FBL Products had been sold to a Buyer. Details of the calculation of the Replacement Value and the specified period of time will be published by LEI on BMS Portal or Seller Centre from time to time.

- B. LEI shall not be liable for any loss or damage to FBL Products if such loss or damage arises in connection with the decay or degradation by reason of the products' perishable nature, improper original packaging of the products, or the Seller's non-compliance with the Policies.
- C. Payment of the Replacement Value shall be the Seller's sole remedy against LEI, its Affiliates and sub-contractors in respect of the FBL Services. LEI shall not be responsible for any other losses suffered by the Seller, in particular any indirect or consequential losses, loss of sales or profits, loss of goodwill and loss of reputation.
- D. All claims by Seller to LEI in relation to FBL Products in LEI's fulfilment centres shall be made via the FBL Claims Module on the BMS Portal or such other channel specified by LEI from time to time ("**System**").
- E. On the first calendar day of each month, the System will generate a draft claim based on a previous inventory cycle for Seller's review and decision on whether to submit the claim. If the claim is submitted by Seller, LEI will inform Seller of the claim outcome and Seller shall have an opportunity to dispute the claim outcome within a timeline stipulated by LEI. While there is a pending claim submitted by Seller or a pending dispute to the claim outcome, no further claim can be made by Seller until the pending claim or dispute to the claim outcome is completely resolved.
- F. Seller must further submit claims or disputes to a claim outcome (if any) in accordance with the timelines stipulated in the System. Unless expressly specified to the contrary, Seller must raise claims in respect of the FBL Services within twelve (12) months from the date the claim first arose.
- G. Any claims or disputes to a claim outcome for FBL Products by Seller which fail to comply with the communicated process and platform requirements, as well as the timelines stipulated by LEI, shall be deemed waived by Seller.
- H. LEI may, without notice to the Seller, dispose of any FBL Products that are: (i) marked as damaged by LEI under the System; and (ii) listed in the System claims report, and may carry out such disposal in any manner LEI deems appropriate. Title to these FBL Products will transfer to LEI at no cost to LEI and LEI shall be entitled to retain all proceeds, if any, received from the disposal of these FBL Products.

12. BMS Portal or Other Tools

- A. LEI may provide tools, including the BMS Portal, to the Seller, in order for Seller to access and manage its FBL Products inventory and the FBL Services.
- B. The storing of Policies and transmission of any notification, amendment, instruction, request, correspondence or other communication to the Seller by LEI may be made through any tools, dashboard(s) or medium(s) employed by LEI including but not limited to BMS Portal ("**Seller Center**") and/or email.
- C. The Seller is responsible for supplying and authorising access to the tools to its authorised personnel or representatives, to allow such personnel or representatives to access and manage the FBL Services and FBL Products inventory. Seller shall not share the password to such tools with any unauthorised personnel or representative, or use the tools for any other purpose other than in accordance with these FBL Terms.
- D. The Seller shall not dispute any action on the tools, including the BMS Portal, made on the Seller's account, unless LEI has been given prior written notice that the access to the Seller's account resulting in such action is unauthorised.
- E. The tools are provided on an "as is" basis. Seller acknowledges that any information and any materials provided by or through the tools, including the BMS Portal, may contain inaccuracies or errors, and LEI and its Affiliates expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Any link

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found on the tools is provided for Seller's convenience to provide further information. Unless otherwise stated, it does not signify that LEI endorses the contents thereof and LEI has no responsibility for the content of external links.

13. Force Majeure

- A. In addition to the Force Majeure provisions contained in the Terms and other parts of the LSA, LEI shall have no liability to Seller in respect of FBL Products in LEI's custody that are lost or damaged by reason of floods, storms, natural calamities and/or other acts of God. If LEI successfully makes any claims against its own insurance policies in respect of such lost or damaged FBL Products and receives payment from its insurers in respect of the same, LEI shall pass on the proceeds it receives from such claims to Seller.
- B. In addition to the Force Majeure provisions as set out under the Terms and other parts of this LSA, the following shall also be regarded as events of Force Majeure:
- i) Interruption of production or operation, difficulties in obtaining raw materials labour, fuel parts or machinery; and
 - ii) Power failure or breakdown in machinery.
- C. Upon the occurrence of any of the Force Majeure events set out under the Terms or other parts of this LSA, LEI (as applicable) may, at its option, fully or partially suspend delivery/performance of its obligations hereunder while such event or circumstance continues. If any of the Force Majeure events shall continue for a period exceeding one month, LEI may forthwith terminate this LSA upon giving notice in writing to the Seller.

14. Termination of FBL Services

- A. Either of the Logistics Parties may terminate the FBL Services without cause by providing at least fourteen (14) days' prior written notice to the other Logistics Party.
- B. If any amount due and payable to LEI remains unpaid by the Seller for at least sixty (60) days after the due date, LEI may terminate the FBL Services immediately upon written notice to the Seller.

15. General Lien of FBL Products

- A. LEI shall, subject to any applicable law, have a lien on any Products in LEI's possession for any Fees due and owing from you.
- B. LEI shall have a general lien against any and all FBL Products for any Fees due and owing from you as well as any reasonable expenses incurred by LEI for the preservation of the FBL Products pursuant to applicable Laws. LEI shall provide written notice to Seller of its intent to exercise the general lien, the exact amount of monies due and owing, as well as any ongoing storage or other charges. In the event that the Seller does not make full payment of such outstanding monies owed to LEI within fourteen (14) days of such notice, LEI shall have the right to sell the FBL Products in respect of which it has exercised its general lien at a public or private sale or auction and any net proceeds remaining thereafter shall be refunded to the Seller. Seller represents, warrants and undertakes that the FBL Products are and shall be free and clear of liability and liens (other than pursuant to this paragraph). Seller shall remain liable for any outstanding monies which remain unpaid after LEI has sold the FBL Products, to the extent that these exceed the proceeds from the sale of the FBL Products.
- C. For the avoidance of doubt, in the event that LEI is enforcing the general lien referred to above, it may at its sole discretion choose not to provide any of the FBL Services in relation to the FBL Products in relation to which the general lien is being exercised.

LOGISTICS SERVICES AGREEMENT (LSA)

Schedule 1

**Schedule 1
DEFINITIONS**

Unless otherwise defined in the Terms, the following capitalized terms used in this LSA shall have the following meaning:

COD Services: has the meaning given in Clause 5A Part B.

Delivery Note: means the document or waybill containing the essential information (as determined by LEI at its sole discretion) required for the performance of the Delivery Services, including the name, delivery address and contact number (if applicable) of the Buyer or the designated recipient of the Package, description of the contents of the Package (if applicable) and COD details (if applicable).

Delivery Note Guidelines: has the meaning given in Clause 4B Part B.

Delivery Services: means the pick-up and delivery of Packages from Seller to the designated recipient on the Delivery Note, the collection of returned Products from the Buyer and delivery of the returned Products to Seller, and/or the COD Services, in accordance with the terms and conditions of this Agreement.

Delivery Service Fee: has the meaning given in Clause 8 Part B.

Duties and Taxes: customs duties, penalties, fines, interest, value-added tax (VAT), sales taxes, Products and services taxes, import tax, export tax (or equivalent) and/or other government taxes or charges, incurred or required to be collected or paid for any reason.

Failed Delivery: has the meaning given in Clause 2 Part B.

FBL Fees: has the meaning given in Clause 10 Part D.

FBL Inventory Tracking Records: has the meaning given in Clause 6 Part D.

FBL Products: means Products in relation to which the FBL Services are in the course of being performed.

FBL Products Handover Point: means a location designated by LEI from time to time for the handing over of FBL Products to LEI, for subsequent transportation to and inbounding at a FBL Warehouse.

FBL Services: has the meaning given in Clause 1B Part D.

FBL Warehouse: means a warehouse which is designated by LEI (at LEI's sole discretion) as being a facility at which FBL Products are to be inbounded and stored for subsequent delivery as part of the FBL Services. For the avoidance of doubt, a FBL Warehouse need not be owned, leased or rented by LEI, Lazada, or their Affiliates.

Inbound Order: has the meaning given in Clause 3B Part D.

Laws: means any constitutional provision, statute or other law, rule, regulation, official policy or interpretation of any government or regulatory authority.

Logistics Services: see the explanation given in Clause 2A Part A.

Owed Logistics Amounts: has the meaning given in Clause 4A Part A.

Package: means any package, parcel or delivery Clause containing Products that is the subject of the Logistics Services pursuant to Seller's instructions. For the avoidance of doubt, each Package may contain more than one Product.

Packaging Guidelines: has the meaning given in Clause 4A Part B

Parties means the Seller, LEI and Lazada (including their respective successors and permitted assigns), and reference to "Party" shall mean each of them individually.

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Schedule 1

Prohibited Items: has the meaning given in Clause 7B Part B.

Replacement Value: means the lowest Listing Price of the relevant Product in the three (3) calendar months preceding the relevant damage, loss or theft of the Product. Or in case of FBL Services, has the meaning given in Clause 11A Part D

Seller Account Amounts: has the meaning given in Clause 4A Part A.

Seller Account Payments: has the meaning given in Clause 4A Part A.

Seller Attended Inbound Request: has the meaning given in Clause 3I Part D.

Seller Center: has the meaning given in Clause 12B Part D and/or given in the Terms.

Service Order: means an order for the Delivery Services made by Seller to LEI (through Lazada) or its designated person or contact person or contact person, as contemplated by this LSA.

Transactions: means all Payment (as referred to in the Terms), deductions, adjustments, refunds or or other transactions under the Terms.