

MARKET PLACE PARTICIPATION AND ENGAGEMENT AGREEMENT

This Engagement Agreement (“Agreement”) is made on this ____ day of _____, 2025.

BETWEEN

NDIFOR AND SONS LOGISTICS LTD,

A Limited Liability Company with Registration No RCCM CM-NSI-02-2024-B13-00220 with share capital 1.000.000 F.CFA located in Yaounde, Cameroon.

AND

Interested Company Information

- **Company Name:** _____
- **Company Registration Number (RCCM/NUI):** _____
- **Registered Office Address:** _____
- **Telephone Number(s):** _____
- **Mobile Money (MoMo) Account Name(s) & Number(s):** _____
- **Authorized Representative (Name & Title):** _____

(Hereinafter referred to as “the Interested Company” or “the Shop Owner”).

1. Purpose of Engagement

NDIFOR AND SONS LOGISTICS LTD operates an **online marketplace platform** called ‘**KADI MARKET.COM**’ designed to enable businesses to create and manage **virtual versions of their physical shops**.

By this Agreement, the Interested Company, _____ agrees to register and operate a virtual shop on the **KADI MARKET** Online Marketplace.

2. Rights and Obligations of the Interested Company, _____

The Interested Company _____ shall:

1. Register and provide accurate corporate and Mobile Money (MoMo) registration details during onboarding for remittance.
2. Manage its virtual shop by updating:
 - Product pricing;
 - Product descriptions and quality details;

- Promotions, discounts, and offers;
 - Inventory and stock availability.
3. Remain fully responsible for the accuracy and legality of all data and products uploaded on the **KADI MARKET** Platform.
 4. Ensure compliance with all applicable laws, regulations, and ethical business standards.

3. Rights and Obligations of NDIFOR AND SONS LOGISTICS LTD
NDIFOR AND SONS LOGISTICS LTD shall:

1. Provide the technical platform (KADI MARKET) infrastructure for the Interested Company's_____ virtual shop.
2. Safeguard the confidentiality of the Interested Company's_____ corporate and payment information, using it only for marketplace operations.
3. Communicate updates to platform policies, operational guidelines, or applicable fees via E-mails or Whatsapp number provided by Interested Company.

4. Transaction, Delivery and Liability (prohibited off-platform transactions)

1. All sales transactions duly completed on the online platform shall be subject to pickup and delivery of the sold items by NDIFOR AND SONS LOGISTICS LTD;
2. In the event that the goods are rejected by the buyer, NDIFOR AND SONS LOGISTICS LTD shall ensure the safe return of the goods to the vendor;
3. Any transaction initiated on the platform but concluded outside the platform's designated payment system by the interested Company (_____) and the buyer shall constitute a breach of this Agreement. Such a breach shall render the Interested Company_____ and /or the buyer liable to sanctions, penalties, or account restrictions, as may be determined by NDIFOR AND SONS LOGISTICS LTD, at its sole and absolute discretion
4. For the avoidance of doubt, NDIFOR AND SONS LOGISTICS LTD shall bear no responsibility or liability, whether contractual, tortious, statutory, or otherwise, for any transaction concluded outside the platform's designated payment system.

5. The Interested Company and the buyer expressly acknowledge and agree that any such dispute shall be resolved solely between them, without recourse to NDIFOR AND SONS LOGISTICS LTD in any manner whatsoever.

5 Fees and Commission

1. **Subscription Fees: SUBSCRIPTION IS FREE FOR THE TIME BEING.**
2. **Sales Commission:**
 - NDIFOR AND SONS LOGISTICS LTD shall retain a commission of **5 %** on each successful transaction completed through the platform.
 - The commission shall be automatically deducted from payments processed via MoMo or other integrated payment systems.
3. **Other Charges:**
NDIFOR AND SONS LOGISTICS LTD may introduce additional service charges (e.g., advertising, **premium shop features**) **with prior written notice to the Interested Company.**

5. Terms of Engagement

1. This engagement allows the Interested Company_____ to operate independently within the **KADI MARKET** Online Marketplace.
2. **NDIFOR AND SONS LOGISTICS LTD** shall not be liable for disputes or inaccuracies arising from wrong data provided by the Interested Company_____.
3. This Agreement shall remain valid unless terminated by either party upon written notice.

6. Confidentiality:

Both parties agree to maintain the confidentiality of all corporate, financial, and transactional information exchanged under this Agreement.

7 . Intellectual Property & Data Ownership:

1. The Interested Company _____ retains full ownership of all content it uploads to the KADI MARKET Platform, including but not limited to product descriptions, images, brand names, logos, and promotional materials.
2. By uploading such content, the Interested Company_____ grants NDIFOR AND SONS LOGISTICS LTD a non-exclusive, royalty-free, worldwide license to use, reproduce, display, and distribute the content solely for the purpose of operating, promoting, and improving the KADI MARKET Online Marketplace.

3. NDIFOR AND SON LOGISTICS shall not claim ownership of the Interested Company's _____ trademarks, trade names, or proprietary content.
4. Upon termination of this Agreement, NDIFOR AND SONS LOGISTICS shall remove the Interested Company's content from the platform, subject to any legal or regulatory record-keeping requirements.

8. Dispute Resolution:

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall first seek to resolve for amicable settlement.

If amicable settlement fails, the dispute shall be resolved by Arbitration in accordance with the Arbitration Rules of the OHADA Uniform Act on Arbitration.

9. Termination:

1. **Termination by Either Party:** Either party may terminate this Agreement by giving **thirty (30) days** written notice to the other party.
2. **Termination for Breach: NDIFOR AND SONS LOGISTICS LTD** may immediately suspend or terminate this Agreement if the Interested Company _____:
 - Fails to pay applicable fees or commissions when due;
 - Provides false, misleading, or fraudulent information on the platform;
 - Engages in the sale of prohibited, illegal, or counterfeit goods;
 - Fails to comply with the terms of this Agreement or applicable laws.
3. **Termination for Inactivity: NDIFOR AND SONS LOGISTICS LTD** reserves the right to terminate this Agreement if the Interested Company's _____ shop remains inactive on the platform for a continuous period of __ months.
4. **Effect of Termination:** Upon termination, the Interested Company's virtual shop shall be removed from the KADI MARKET Online Marketplace, and all outstanding fees or commissions shall immediately become payable.

10. Acceptance:

By signing this Agreement, the Interested Company _____ confirms its decision to register and operate a virtual shop on the **KADI MARKET** Online Marketplace, in accordance with the terms herein.

This Agreement shall be governed by and construed in accordance the courts with the laws of Cameroon

Done in Limbe on this _____ date of _____ 2025

For NDIFOR AND SONS LOGISTICS LTD

Name: _____

Title: _____

Signature: _____

Date: _____

For the Interested Company

Company Name: _____

Authorized Representative (Name & Title): _____

Company Stamp: _____

Signature: _____

Date: _____