

## STANDARD SELLER AGREEMENT

Version 2026.01.01

In this agreement, as a user of the platforms (web and app), you hereinafter are SELLER. Little Digital (Cambodia) Co., Ltd develops, maintains, and promotes the platforms and hereinafter is PLATFORM. SELLER and PLATFORM agree on the following terms and conditions:

- (1) SELLER shall provide PLATFORM with correct and true information regarding SELLER's profile.
- (2) This agreement is continuous until there is an update to the agreement by PLATFORM.
- (3) SELLER agrees to list products on PLATFORM's web and app through PLATFORM's tools. SELLER shall do as specified by PLATFORM's tools to upload products and prepare orders within one business hour if SELLER keeps its products at its site.
- (4) SELLER's products must be legal by laws in Cambodia. SELLER shall have the right to distribute its products in Cambodia and own the intellectual property of its products. PLATFORM is not responsible for any action or claim by a third party against SELLER. PLATFORM has the right to remove SELLER's products from its platforms and facilities if there is any legitimate claim or action against SELLER. PLATFORM also has the right to disapprove any SELLER's product if PLATFORM finds the product inappropriate for its platforms.
- (5) SELLER controls pricing of its own products. However, PLATFORM has the right to disapprove of pricing deemed unreasonable. PLATFORM can determine the maximum Offer Price for a particular product.
- (6) If the weight and dimensions of SELLER's product on PLATFORM are different from the actual weight and dimensions, PLATFORM charges SELLER for additional delivery cost. PLATFORM uses its delivery cost calculator to determine the delivery cost.
- (7) If SELLER stores inventory at PLATFORM's fulfillment facilities, PLATFORM is responsible for loss of and damage to SELLER's inventory. PLATFORM shall pay for the loss and damage at negotiated prices. However, PLATFORM is not responsible for reasonable wear and tear due to product storage or display. Before sending inventory to PLATFORM, SELLER must create a shipment using PLATFORM's tools. PLATFORM cannot process any inventory shipped by SELLER without a shipment record created by SELLER. PLATFORM shall inform SELLER of the shipment discrepancy. If SELLER wants to remove inventory from PLATFORM, SELLER must create a removal request. PLATFORM has the right to remove products which have become unusable because of illegality, defect, damage, overdue expiry date, and other reasons beyond our control. Due to complexity of PLATFORM's inventory storing method, counting inventory at PLATFORM's facilities is not possible. Storage facilities are naturally ventilated but not air-conditioned.
- (8) PLATFORM is an intermediary which connects sellers, buyers, operators, and drivers to ensure the process of buying, selling, and fulfillment is 100% safe and most convenient for all the parties involved. As an intermediary, PLATFORM is responsible for (a) charging buyers and accepting payments from buyers, and (b) disbursing payments to sellers and operators involved less its fees. SELLER agrees that the **Seller Offer Price (SOP)** is the value the seller will receive from PLATFORM, minus the pickup fee if applicable, if the product is sold. SELLER agrees that the **App Offer Price (AOP)** input for any product in PLATFORM includes the product price and all the relevant fees except the delivery fee. The following table describes PLATFORM's fees and disbursement structure.

### PLATFORM Fee

1. **Technology fee.** PLATFORM charges BUYER 5% of SOP for its technology.

### OPERATOR Fees

1. **Service fee.** Service Operator\* charges BUYER 10% of SOP for their labor.
2. **Unit handling fee.** Service Operator charges BUYER \$0.25/unit for checking, picking, and packing orders.
3. **Unit pickup fee.** Service Operator charges SELLER \$0.3/unit for picking up the order SELLER prepares for the buyer at SELLER's site.
4. **Inventory storage fee.** Warehouse Operator\*\* charges SELLER \$0.5/cubic meter/day as they maintain storage facilities. This fee is applicable if SELLER stores products at PLATFORM's facilities or partner facilities.
5. **Inventory processing fee.** Warehouse Operator charges SELLER \$0.05/unit because they unpack the shipment, verify the dimensions and weight of each product, label each unit, and store each unit on shelves. PLATFORM posts this charge when operators successfully process the shipment. This fee is applicable if SELLER stores products at PLATFORM's facilities or partner facilities.
6. **Inventory removal fee.** Warehouse Operator charges SELLER \$0.05/unit because they collect all the units from shelves, pack the units, and send them to SELLER. PLATFORM posts this charge when operators successfully process the removal. This fee is applicable if SELLER stores products at PLATFORM's facilities or partner facilities.

\* Service Operator is an independent seller that provides crucial order fulfillment services and after-sales services.

\*\* Warehouse Operator is an independent seller that provides warehousing services.

- (9) SELLER automatically agrees to fees and charges by Operators above that work with PLATFORM.
- (10) Payments from buyers are available for disbursement in 10 days after delivery since buyers have a five-day period to return products which do not satisfy them. PLATFORM processes any disbursement within 7 working days after request.
- (11) PLATFORM wants buyers to receive products that satisfy them. However, to prevent fraudulent returns, PLATFORM requires buyers to take a picture or video to prove that the product has issues before PLATFORM accepts any return.
- (12) SELLER shall log into PLATFORM's tools to request disbursement before PLATFORM can process the disbursement.
- (13) SELLER is responsible for reporting tax-related information and paying taxes to the relevant tax authority in Cambodia if applicable. PLATFORM assumes that SELLER includes VAT in prices set by SELLER. PLATFORM only acts as an intermediary among buyers, sellers, operators, and drivers. PLATFORM can only issue a tax invoice to SELLER monthly for its charge share only. SELLER shall recognize the disbursed amount (e.g., \$7.95) as its sales as the base for tax purposes.
- (14) PLATFORM has the right to close SELLER's store on its platforms, terminate this agreement, remove and discard SELLER's products in PLATFORM's facilities or partner facilities, and seize SELLER's balance to settle any charge from PLATFORM if SELLER (a) lists illegal products, (b) fails to settle any payment for three months, (c) or is inactive for more than 12 months. If SELLER's balance is not enough to settle any charge from PLATFORM, PLATFORM can seize and sell off SELLER's inventory.
- (15) PLATFORM shall write off SELLER's account payable and account receivable if SELLER has not requested disbursement or settlement of such accounts for a continuous period longer than three (3) years. After this period, SELLER forfeits any claim to the written-off balances, and PLATFORM shall have no further obligation to disburse or collect such amounts.