

Vendor Marketplace Agreement

In order to sell items on GoVets.com (the “Site”), you must agree to the marketplace Vendor agreement outlined below, which includes our privacy policy and any other terms and conditions on the Site. By listing an item for sale or purchasing an item on the Site, you agree to be bound by all terms and conditions of this marketplace agreement.

The Site is operated by Veratics, Inc. (“Veratics”), which reserves the right to make changes to this vendor marketplace agreement at any time. Changes to this vendor marketplace agreement are effective when the changes are posted to the Site. Continuing to sell items in GoVets will constitute your agreement to the new Vendor Marketplace Agreement. It is your responsibility to review the changes and decide if you want to continue to use GoVets. Changes to the marketplace Vendor agreement may occur at any time and without notice to you.

THE MARKETPLACE

Veratics provides an online service that allows Department of Veterans Affairs CVE-Verified Service-Disabled Veteran-Owned Business (SDVOSB) Vendors to sell their products to buyers. Veratics does not act as the agent for either buyers or Vendors. Our service provides a platform for these transactions to take place.

ACCOUNT SET-UP

You must login with an existing account or complete the Site registration process to create an account with a user name and password (the “Account”) in order to make full use of buying or selling on the marketplace. You are responsible for protecting your password. You must always provide accurate, current and complete information, and you must update such information in a timely manner to maintain its accuracy and completeness. Any use of the Site through your Account will be deemed as being used by you. Veratics is entitled to rely on the contact and other information that is supplied to us through your Account. Your Account is non-transferable and non-assignable.

ELIGIBILITY REQUIREMENTS

Listing items for sale on GoVets is limited to parties that can lawfully enter into a contract. Minors are not allowed to buy or sell on GoVets. To list items for sale you must supply your company DUNS number and be verified in the CVE database as a verified SDVOSB. Your company must also be a member in good standing of the National Veteran Small Business Coalition (NVSBC). If you are ever removed from the VA’s CVE database or removed from NVSBC membership for any reason, then your access will be immediately suspended until you are reinstated.

MARKETPLACE FEES

For all open-market items (i.e., items not on Government contract) sold through GoVets, Veratics charges the Vendor a flat transaction fee of 2.5%. Invoices for platform fees are sent on or about the first of each month for the previous month. The vendor is responsible for paying platform fees for the previous month NET30. Fees may change at any time with 90 days’

notice posted on the site. The fee schedule in effect on the date of sale of the item shall govern the transaction. By listing an item for sale in GoVets, you agree to pay the applicable fees and any collection costs related to non-payment of fees.

REQUIRED COMMUNICATION

Veratics requires you to provide timely support to the marketplace customers. All messages should ideally be replied to within 24hrs. Please resolve all customer issues related to the GoVets marketplace within 48hrs if possible. You are also required to notify GoVets when you change the status of an order. Changes in status could include but are not limited to: canceling an order, refunding an order or alerting a customer about a missing item from their order. When you mark an item as shipped with tracking or shipped without tracking an automatic email will be sent to the customer alerting them of the status change.

SHIPPING EXPECTATIONS

All shipping fees are included in your price. All orders should be shipped to customers within the timeframe you have committed to in your item posting. It is your responsibility to deliver the items contained within an order to the Buyer.

VENDOR RESTRICTIONS

Vendors cannot list or sell items that: infringe upon intellectual property rights or are illegal, fake, counterfeit, or stolen. Furthermore, Vendor must meet all customer terms and conditions required by all applicable Federal Acquisition Regulations. Items listed for sale must be listed on the correct item page and an accurate description of the products description must be given. The accounts of Vendors may be limited in a matter that allows them to make a certain amount of transactions within a given time at the sole discretion of Veratics. Marketplace transactions must take place between two different individuals, organizations or entities. Veratics reserves the right to refuse service to anyone at any time for any reason.

Veratics reserves the right to prohibit the sale of any item in the marketplace. At Veratics' discretion, products may be removed at any time without notice. The way listings appear in the marketplace may change without notice to users of the marketplace (Buyers or Vendors).

Vendors are expected to only list items and quantities they are capable and willing to sell in the delivery timeframe they specify. Vendors are required to sell items at the price they listed to customers that meet the Vendor's terms. By listing an item on GoVets you agree that you have the right to sell the item, that you have access to the item and that your description provided in your listing is complete and accurate. Vendors are required to ship an order by the provided ship. Failure to ship by the provided date may be grounds for termination of your Account. At any point in time Veratics reserves the right to require the Vendor to provide a "letter of supply" from the manufacturer.

In consideration of Veratics waiving startup fees and extending NET30 payment terms to the Vendor, the Vendor agrees to not directly or indirectly compete with Veratics and its successors and assigns by creating or having any ownership stake in a multi-Vendor marketplace for the duration of this agreement and for twelve months following the termination of this agreement. The vendor

acknowledges that Veratics shall or may in reliance of this agreement provide the Vendor access to trade secrets, customers, and other confidential data and that the provisions of this agreement are reasonably necessary to protect Veratics and its good will. The Vendor agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party.

PAYMENTS

When a buyer completes a purchase on GoVets the Vendor will receive an email with a transaction summary and a link to a secure (PCI DSS Compliant) page on the GoVets website containing the payment details including the primary account number (PAN), expiration date, and billing address. It is the Vendors responsibility to submit the payment information to the credit card processor of their choice. The Vendor agrees to submit to their credit card processor the exact amount contained on the purchase order unless other arrangements are made directly with the buyer.

TAXES

It is the Vendor's responsibility to collect and remit any taxes associated with a transaction. Veratics will not be held responsible for the collection or lack of collection of any taxes due to the use of GoVets. Veratics is not responsible for determining when tax should be charged.

RETURN POLICY

For all of your products you will accept, and process returns, refunds and adjustments in accordance with this marketplace Vendor agreement. The buyer is subject to the Vendor's return policy. You will determine and calculate the amount of all refunds and adjustments (including any taxes, shipping and handling or other charges) or other amounts to be paid by you to buyers in connection with GoVets marketplace purchases and work directly with your credit card processor. You will promptly provide refunds and adjustments that you are obligated to provide and as required by law, and in no case later than thirty (30) days after the obligation arises. If the Vendor sends evidence of the return(s) to Veratics, then Veratics will provide credit on the following month's invoice to the Vendor.

TERMINATION

Veratics reserves the right to monitor Vendor accounts to determine if policies or laws are being broken. Any illegal or fraudulent activity may be reported by Veratics to law enforcement or other third parties. Upon termination, Vendor must pay Veratics any fees that were incurred prior to the effective date of termination.

WARRANTY

The GoVets marketplace (GoVets.com) is provided as is and without warranty. Veratics makes no warranties of any kind, expressed or implied. Veratics will provide best effort to ensure GoVets is available 24 hours-a-day 365 days- a-year, but we do not guarantee GoVets will always be available. Veratics will not be liable for any loss due to GoVets not being available. Veratics will not be liable for any loss due to errors in our software or the software of others that we use.

INDEMNITY/LIMITATION OF LIABILITY

You will defend, indemnify and hold harmless Veratics and its affiliates (and their respective employees, directors, agents and representatives) from and against any and all claims, costs, losses, damages, judgments, penalties, interest and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry or other proceeding instituted by a person or entity that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this marketplace agreement; or (ii) your own website or other sales channels, the products you sell, any content you provide, the advertisement, offer, sale or return of any products you sell, any actual or alleged infringement of any intellectual property or proprietary rights by any products you sell or content you provide, or the collection, payment or failure to collect or pay any taxes.

VERATICS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS MARKETPLACE AGREEMENT, THE SITE, THE INABILITY TO USE THE SITE OR THE MARKETPLACE, OR THOSE RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO VIA THE SITE.

DISPUTES

You agree to release Veratics from claims, demands, and damages related to transaction disputes not directly related to the GoVets platform. If a dispute arises, buyers and Vendors are expected to deal with each other to come to a resolution.

JURISDICTION

Any claim against Veratics in relation to GoVets shall be adjudicated in a court in Brevard County, Florida and you agree to exclusive jurisdiction of these courts. This agreement shall be governed by Florida law, without regard to conflict of laws principles thereof.

CONTENT AGREEMENT

By agreeing to the marketplace Vendor agreement, you grant the royalty-free use of any content you submit to us. You represent that you own any content you submit to us or you have the right to distribute submitted content. You will be responsible for any violation of rights for unauthorized content.

SEVERABILITY

If any section of this agreement is deemed unlawful, void or unenforceable, then that section shall be deemed severable and the remainder of the agreement will remain in force. Failure to enforce any section of this agreement by Veratics does not constitute a waiver of Veratics' right to enforce such section or any other section in the future.

SIGNATURES

An electronic signature is any electronic sound, symbol, or process that is related to an agreement and executed with the intent to sign that agreement. You agree that the process of including this document on the marketplace constitutes a binding electronic signature by Veratics and that the process of clicking the Terms & Agreement checkbox during the account creation process represents your binding electronic Vendor signature.