



Meliora Marketplace Vendor Agreement

Version 1.0 · Effective 23 October 2026 · Meliora Business Solutions Ltd., Novare Gateway Mall, Airport Road, Lugbe, Abuja, Nigeria

1. Introduction and acceptance

This Vendor Agreement is a binding contract between Meliora Business Solutions Ltd. ("Meliora", "we", "us"), a company registered in Nigeria with its office at Novare Gateway Mall, Airport Road, Lugbe, Abuja, Nigeria, and the business or individual that registers to sell on the Meliora Marketplace at melioramarketplace.com (the "Vendor", "you").

You must read and accept this Agreement before your vendor registration can be completed. By ticking the acceptance box and submitting the registration form, you confirm that you have read and understood it, that you are authorised to bind the Vendor, and that the Vendor agrees to be bound by it.

This Agreement adds to the Meliora Marketplace Terms of Use and Privacy Notice, which also apply to you. Where this Agreement and the Terms of Use differ on a vendor matter, this Agreement prevails.

2. Definitions

Words defined in the Marketplace Terms of Use (Buyer, Listing, Order, Payment Partner, Rider, Content) have the same meaning here.

Term	Meaning
Vendor Account	Your seller account and vendor portal on the Marketplace.
Dispatch Location	A place from which your Orders are collected or delivered, starting with the business address you registered.
Vendor Share	What you are paid for an Order: the price of the goods, plus the delivery fee when your own Rider delivered the Order.
Payout	A bank transfer of Vendor Shares from Meliora to your verified settlement bank account.
Payout Plan	The rule that decides when each Order is paid out, as described in section 6.
Amount Owed	Money you owe Meliora, such as a Vendor Share paid for an Order later cancelled or refunded, or a Chargeback.
Chargeback	A card payment reversed by a Buyer's bank or card issuer.
Prohibited Item	A product listed in section 4, or any product the law bans or restricts.

3. Eligibility, registration and approval

You may register as a Vendor if you are at least 18 years old and are either a business registered with the Corporate Affairs Commission or an individual lawfully trading in Nigeria.

At registration you must provide, and keep up to date: your business name, business type, business address (which becomes your first Dispatch Location), a contact person's name, email address and phone number, and a Nigerian bank account in the Vendor's own name for Payouts. Meliora confirms the

account name with your bank through the Payment Partner before saving it, and may ask for more information to verify you.

Submitting the form does not guarantee approval. Meliora may approve, delay, reject or later suspend a Vendor Account at its discretion, and will tell you the outcome by email. You may sign in while your application is reviewed, but you may not list products until your Vendor Account is approved.

4. Listings, pricing, stock and prohibited items

You are responsible for every Listing you offer, whether you create it in your vendor portal, through a spreadsheet, through an update link from Meliora, or by approving a product batch Meliora prepared for you. Each Listing must be accurate, complete and lawful.

- Describe products honestly, including condition, size, quantity, ingredients, expiry dates and warranty.
- Use only images, videos and brand names you own or are allowed to use.
- **Set your prices in Naira, inclusive of any VAT or other tax you are required to charge.** If you are registered for VAT or any other tax, your Listing prices must already include it; you are responsible for your own tax obligations (see section 6.6). Do not change the price of an Order after it is placed.
- Keep stock levels accurate, switch off offers you cannot supply, and keep your Dispatch Locations up to date.

New Listings, new products, photos and videos are reviewed by Meliora before they are shown to Buyers. You must not list Prohibited Items, which include:

- counterfeit, pirated, stolen or smuggled goods;
- weapons, ammunition and explosives;
- illegal drugs, and prescription medicines without a valid licence;
- unregistered or expired food, drugs, cosmetics or chemicals;
- goods that breach SON or NAFDAC rules, recalled products, or anything else the law bans or restricts.

Meliora may edit, hide or remove any Listing that breaks this section, and may report illegal activity to the authorities.

5. Orders, fulfilment, delivery, returns and customer service

You are the seller of record for every Order placed with you. Meliora decides how each Order is fulfilled:

Vendor Delivery (you pack and deliver with your own registered Rider), **Meliora Delivery** (you pack; a Rider engaged by Meliora collects and delivers) or **Fulfilled by Meliora**. Pickup Orders are collected at your Dispatch Location. You must:

1. Accept each paid Order in your vendor portal within 24 hours, and have it packed and marked ready within the time you state.
2. Pack goods safely and hand them over only to the assigned Rider or, for pickup, to the Buyer.
3. For Vendor Delivery, deliver to the Buyer's stated address and have your Rider enter the Buyer's delivery PIN on arrival; an Order counts as delivered only when the correct PIN is entered.
4. Accept, as a minimum, returns of goods that are faulty, unsafe, materially not as described or sent in error.
5. Respond to Meliora's messages about your Orders within 48 hours, and co-operate when a Buyer raises a dispute, providing evidence within 3 working days of our request.

If you do not fulfil an Order, or a dispute is decided in the Buyer's favour, Meliora may cancel or refund the Order and recover any Vendor Share already paid to you as an Amount Owed. You must not ask Buyers to pay or communicate outside the Marketplace to avoid charges or protections.

6. Charges, payouts, amounts owed and taxes

1. **No commission.** Meliora does not charge you a commission or listing fee. The Marketplace's charges — the platform charge, the vendor payout fee that covers the cost of the bank transfer to you, delivery fees and card processing fees — are paid by the Buyer at checkout.
2. **How payment flows.** Buyers pay Meliora, by card through the Payment Partner or by bank transfer verified by Meliora. Meliora then pays your Vendor Share to your verified settlement bank account by bank transfer. Meliora keeps the platform charge, the vendor payout fee and the delivery fee for Orders delivered by a Rider engaged by Meliora.
3. **Payout Plans.** Your Payout Plan depends on your business type and may be changed by Meliora:
 - **Instant** (normally supermarkets and restaurants / food): the goods part of your Vendor Share is paid soon after the Buyer's payment is confirmed, up to a daily limit set by Meliora; anything above the limit, and your own-rider delivery fees, are paid after delivery.
 - **On delivery** (normally other businesses): your Vendor Share is paid soon after the Order is delivered or collected.
 - **Hold period:** your Vendor Share is paid a set number of days after the Buyer's payment.

Payouts are made automatically and normally within minutes of becoming due, subject to a minimum payout amount, the availability of funds and the Payment Partner's systems. Your vendor portal shows what you are owed, when each Order will be paid, and every Payout.

4. **Holds.** Meliora may delay or hold a Payout while an Order is disputed, a Chargeback is pending or fraud is suspected, for as long as reasonably needed to resolve it.
5. **Amounts Owed.** If an Order is cancelled or refunded after its Vendor Share was paid, or a Chargeback or dispute is decided against you, the amount becomes an Amount Owed. Meliora deducts Amounts Owed from your next Payout(s); where they exceed what is due to you, your payable Orders are kept against the debt until it is cleared, or Meliora may ask you to pay the balance within 7 days. Amounts Owed are shown in your vendor portal.
6. **Taxes.** You are responsible for your own taxes, including any VAT on your sales and income tax on your earnings. Where you are registered for VAT or any other tax, your Listing prices must include it (section 4).
7. **Charge changes.** Meliora may change the charges paid by Buyers, its Payout Plans and payout rules. If Meliora ever introduces a charge payable by Vendors, it will give you at least 30 days' written notice, and the change will not affect Orders placed before it takes effect.

7. Compliance, consumer protection, data protection and confidentiality

Compliance. You must comply with all laws that apply to your business and products, including the Federal Competition and Consumer Protection Act 2018, NAFDAC and SON regulations, tax law and anti-money-laundering rules, and hold any licence or permit your products need.

Buyer data. Meliora shares Buyers' names, phone numbers and delivery addresses with you only to fulfil Orders. You must:

- use that data only to fulfil, deliver and support the Order;

- not market to Buyers, sell their data or add them to mailing lists without their consent;
- keep it secure, share it only with your Riders who need it, and delete it when no longer needed;
- tell Meliora within 72 hours of any loss or misuse of Buyer data.

You must handle personal data, including your Riders' details, in line with the Nigeria Data Protection Act 2023.

Confidentiality. Each party must keep the other's non-public business information confidential and use it only for this Agreement. This duty survives termination for 2 years, except for information that is public or must be disclosed by law.

8. Intellectual property, ratings, warranties, indemnity and liability

Your content. You keep ownership of your brand, product images, videos and descriptions. You give Meliora a free, worldwide, non-exclusive licence to display, adapt and use them to run and promote the Marketplace while your Vendor Account is open, and for Listings already shared in promotions.

Meliora's property. The Marketplace and the Meliora name and logos belong to Meliora. You may describe yourself as "selling on Meliora Marketplace" but may not otherwise use Meliora's marks without written consent.

Ratings. Buyers may rate you for your items and packaging only; deliveries are rated separately. Written comments are moderated by Meliora before publication, and you may reply publicly once to each published comment. You must not post, buy or solicit fake ratings.

Your warranties. You confirm that your registration details are true, that you have the right to sell every product you list, and that your products and Listings comply with the law and do not infringe anyone's rights.

Indemnity. You agree to compensate Meliora for claims, fines, losses and reasonable legal costs caused by your products, Listings, fulfilment, Riders, breach of this Agreement or breach of law.

Limitation of liability. To the extent the law allows, Meliora is not liable for indirect or consequential loss, or loss of profit, sales, data or goodwill. Meliora's total liability to you in any 12-month period is limited to ₦500,000. This does not limit liability for fraud, for Vendor Shares due to you, or any liability that cannot lawfully be limited.

9. Performance standards, suspension and termination

Meliora monitors Vendor performance to protect Buyers. We expect, measured over any rolling 30 days:

Measure	Standard
Orders cancelled because of the Vendor	Below 5%
Orders not ready on time	Below 10%
Meliora's messages about Orders answered within 48 hours	Above 90%
Orders disputed and decided against the Vendor	Below 2%

Suspension. We may warn you, switch off your Listings or suspend your Vendor Account if you miss these standards, breach this Agreement, list Prohibited Items, are suspected of fraud, or if the law requires it. Where reasonable, we will tell you why and give you a chance to fix the problem.

Termination. You may close your Vendor Account with 14 days' written notice. Meliora may end this Agreement with 30 days' notice for any reason, or immediately for a serious or repeated breach, fraud or illegal activity.

After termination. You must complete or refund all open Orders. Meliora may hold your final Payout for up to 90 days to cover refunds, Chargebacks, disputes and Amounts Owed, then pay you the balance. Sections 6 to 8, 10 and 11 continue to apply.

10. Litigation

Any legal action or proceeding against Meliora, or arising out of or in connection with this Agreement, your Vendor Account or the Marketplace, shall be brought and handled exclusively in the courts of competent jurisdiction in Abuja, Federal Capital Territory, Nigeria. You irrevocably submit to the jurisdiction of those courts and waive any objection to proceedings there on the grounds of venue or inconvenient forum.

1. **Governing law.** This Agreement, and any dispute or claim arising from it, is governed by the laws of the Federal Republic of Nigeria.
2. **Recognised courts.** "Courts of competent jurisdiction in Abuja" means the High Court of the Federal Capital Territory, the Federal High Court (Abuja Judicial Division), the National Industrial Court (Abuja Division) where relevant, or any other court sitting in Abuja that has jurisdiction over the subject matter, together with the appellate courts above them.
3. **Notice before action.** Before starting proceedings, the claiming party must give the other a written notice describing the dispute, as set out in section 11. Both parties will try in good faith to settle it for 30 days from that notice, including by mediation at the Abuja Multi-Door Courthouse if both agree.
4. **Urgent relief.** Either party may apply to the Abuja courts for urgent interim relief, such as an injunction or an order preserving funds, without waiting for the 30-day period.
5. **Continued performance.** While a dispute is being resolved, both parties must keep performing the parts of this Agreement not in dispute, including fulfilling open Orders.

11. Changes, notices, general provisions and acceptance

Changes. Meliora may update this Agreement with at least 30 days' notice by email and in your Vendor Account. If you do not agree, you may close your Vendor Account before the change takes effect. You will be asked to accept the updated Agreement when you next sign in; continuing to sell after the effective date means you accept it.

Notices to you. We send notices to the email address and phone number on your Vendor Account, and through your vendor portal.

Notices to Meliora. Any formal or legal notice to Meliora — including notice to close your Vendor Account and a notice before action under section 10 — must be in writing and delivered to our office address as published on our website, www.meliorabusinesssolutions.com — currently Meliora Business Solutions Ltd., Novare Gateway Mall, Airport Road, Lugbe, Abuja, Nigeria. Messages in the vendor portal, emails and calls are not formal notices. For everyday questions you can message Meliora from your vendor portal or call +234 811 211 7274 or +234 813 871 7911.

General.

- You are an independent business. Nothing in this Agreement creates an employment, agency, partnership or joint venture.
- You may not transfer this Agreement without Meliora's written consent. Meliora may transfer it as part of a reorganisation or sale of its business.
- If a provision is found unenforceable, the rest stays in force. A delay in enforcing a right is not a waiver of it.
- Neither party is liable for delays caused by events beyond its reasonable control, but this does not excuse payment already due.
- Electronic acceptance, records and notices are valid evidence of this Agreement.

Acceptance. By ticking "I have read and agree to the Meliora Marketplace Vendor Agreement and the Marketplace Terms of Use" and submitting your registration, you confirm that you are authorised to bind the Vendor and that the Vendor agrees to be legally bound by this Agreement.