MULTI-VENDOR SELLER PARTNERSHIP & SHOP AGREEMENT

THIS MULTI-VENDOR SELLER SHOP AGREEMENT (the "Agreement") is entered into and made effective as of this ____ day of _____, 2026 (the "Effective Date"), by and between:

1. THE PLATFORM OPERATOR: Genzlo (Private) Limited, a private limited company incorporated under the laws of the Islamic Republic of Pakistan, having its registered corporate office at 1st Floor, Shop #53, Green Gloria, Green Valley Commercial Market, Niamona Road, Faisalabad, Pakistan (hereinafter referred to as **"Genzlo"**, which expression shall, unless repugnant to the context, include its legal successors, administrators, and permitted assigns) of the **First Part**;

AND

2. THE VENDOR / SELLER: _____, having its principal place of business / registered address at _____, holding CNIC No. / NTN No. _____ (hereinafter referred to as the **"Seller"**, which expression shall, unless repugnant to the context, include its legal successors, executors, and permitted assigns) of the **Second Part**.

(Genzlo and the Seller shall collectively be referred to as the **"Parties"** and individually as a **"Party"**).

RECITALS:

- **WHEREAS**, Genzlo owns, controls, and operates the premier multi-vendor e-commerce digital marketplace and platform **www.genzlo.com** (the "Platform"), designed to facilitate secure online retail, commercial transactions, and digital vendor storefronts across Pakistan;
- **WHEREAS**, the Seller is engaged in the lawful business of manufacturing, importing, distributing, or retailing consumer goods and desires to establish and operate a digital "Seller Shop" on the Genzlo Platform to market, exhibit, and sell its approved products to online consumers;
- **WHEREAS**, the Parties intend to establish a formal commercial relationship and set forth the binding terms, legal responsibilities, quality standards, financial settlements, and operational guidelines governing the Seller Shop.

NOW, THEREFORE, IT IS MUTUALLY AGREED AND COVENANTED BY AND BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1: SCOPE OF PARTNERSHIP & DIGITAL VENDOR SHOP

1.1. **Storefront Grant:** Genzlo hereby grants the Seller a non-exclusive, revocable license to set up, curate, and operate a digital storefront ("Seller Shop") on the Platform (www.genzlo.com) strictly for the display, marketing, and sale of approved consumer products. 1.2. **Listing Compliance:** The Seller shall provide accurate, high-resolution imagery, comprehensive product descriptions, transparent pricing, and real-time inventory levels. Genzlo maintains absolute discretion to review, audit, approve, or reject any product listing to ensure strict compliance with brand guidelines and regulatory standards.

SECTION 2: FINANCIAL TERMS, COMMISSIONS & SETTLEMENTS

2.1. **Platform Commission:** Genzlo shall deduct an agreed commission fee of **____%** on the gross retail selling price of each successful and completed transaction processed through the Seller Shop. 2.2. **Tax Compliance & Deductions:** All applicable federal, provincial, and local statutory taxes (including Sales Tax, FBR withholding taxes, and digital service levies) shall be withheld, reported, and remitted strictly in accordance with the tax laws of the Islamic Republic of Pakistan. 2.3. **Settlement Cycle & Remittance:** Genzlo shall disburse net sales proceeds (calculated after deducting platform commissions, logistics/shipping fees, promotional adjustments, and verified customer returns/chargebacks) to the Seller's verified corporate or personal bank account on a **[Weekly / Bi-monthly / Monthly]** basis. 2.4. **Seller Designated Bank Account:**

- Bank Name: _____
- Account Title: _____
- IBAN: PK_____

SECTION 3: ORDER FULFILLMENT, QUALITY ASSURANCE & REGULATORY COMPLIANCE

3.1. **Order Processing & Packaging:** The Seller shall process, securely package, and dispatch confirmed customer orders within **24 to 48 hours** of receiving official notification through the Platform vendor dashboard. 3.2. **Absolute Quality & Authenticity Warranty:** The Seller warrants and covenants that **all products supplied, listed, and sold through their Seller Shop are 100% authentic, brand new, unexpired, merchantable, and strictly conform to the specifications provided.** The Seller assumes sole, absolute, and unmitigated legal, financial, and moral responsibility for product quality, safety, and performance. 3.3. **Prohibition of Illegal & Banned Items:** The Seller strictly covenants that **no counterfeit, hazardous,**

restricted, unapproved, or illegal items—including any goods, substances, or materials prohibited, restricted, or deemed unlawful under the rules, regulations, and statutes of the Government of Pakistan or federal/provincial law—shall be listed, stored, or sold through the Seller Shop. 3.4. **Inspection & Immediate Sanctions:** Genzlo reserves the unconditional right to inspect product inventories and listings at any time. **If any illegal, banned, counterfeit, or substandard item is discovered on the Seller's shop, Genzlo shall possess the immediate, unilateral right to suspend the vendor account, permanently delist the Seller Shop, withhold pending settlements, and initiate formal legal proceedings.**

SECTION 4: RETURNS, REFUNDS & CUSTOMER SERVICE

4.1. **Return Framework:** The Seller explicitly agrees to honor and abide by Genzlo's unified **Return & Refund Policy**, which allows customers to return defective, damaged, or incorrect merchandise within seven (7) days of delivery. 4.2. **Liability for Returns:** Return shipping expenses, replacement costs, and customer compensation arising from Seller error, defective merchandise, or misrepresentation shall be borne entirely by the Seller.

SECTION 5: INTELLECTUAL PROPERTY & REPRESENTATIONS

5.1. **License to Market:** The Seller grants Genzlo a royalty-free, worldwide, non-exclusive license to utilize the Seller's brand names, logos, trademarks, and product imagery strictly for the operation, promotion, and marketing of the Seller Shop on the Platform. 5.2. **Legal Indemnity:** The Seller represents and warrants that it holds all requisite legal titles, permits, manufacturer authorizations, and intellectual property rights required for its products, and that its operations do not infringe upon any third-party rights. The Seller agrees to indemnify and hold Genzlo harmless from any third-party claims, liabilities, or regulatory penalties arising from its products.

SECTION 6: TERM, TERMINATION & LEGAL REMEDIES

6.1. **Duration:** This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of **one (1) year**, renewing automatically unless terminated in writing by either Party. 6.2. **Convenience Termination:** Either Party may terminate this Agreement by providing **thirty (30) days' prior written notice** to the other Party. 6.3. **Termination for Cause & Legal Action:** Genzlo may terminate this Agreement **immediately without prior notice** in the event of suspected fraud, consumer rights violations, breach of quality standards, or the listing of prohibited/illegal items. Such termination shall be without prejudice to Genzlo's right to initiate formal **legal action, criminal reporting, and civil damage claims** against the Seller.

SECTION 7: GOVERNING LAW & JURISDICTION

7.1. **Governing Law:** This Agreement shall be governed by, interpreted, and construed in accordance with the substantive and procedural laws of the Islamic Republic of Pakistan. 7.2. **Jurisdiction:** Any dispute, controversy, or claim arising out of or relating to this Agreement,

including its formation or breach, shall be submitted to the exclusive jurisdiction of the competent courts located in **Faisalabad, Pakistan**.

IN WITNESS WHEREOF, the Parties hereto have executed this Multi-Vendor Seller Shop Agreement through their duly authorized signatories as of the Effective Date first written above.

For Genzlo (Private) Limited:
Signature: _____
Name: Rowifa Shahzad
Title: Chief Executive Officer / Director
Date: _____

For the Seller:
Signature: _____
Name: _____
Title / Designation: _____
Company / Entity Name: _____
Date: _____