

SOQONI GOODS SELLER CONTRACT

BETWEEN:

SOKONI APPLICATIONS LTD (Soal) (the "Company")

Kitengela, Red Heron Mall, Room F18

Phone: 0748237799 |

Email: applications.sokoni@gmail.com | info@soqoni.co.ke

Website: www.soqoni.co.ke

AND

_____ (the "Seller")

Store Name: _____

Contact Person: _____

Phone: _____ | Email: _____

Date: _____

PART 1: OUR PARTNERSHIP

1.1 Who We Are

SoQoni is an App that brings local markets to customers' doorsteps. We connect you—the store owner—with customers in your neighborhood who want quality products delivered quickly and conveniently. The Company shall hereinafter be referred to as "Soal."

1.2 Why We Created This Partnership

We believe small and medium stores should not struggle alone. By coming together on one platform, we give you the power to compete with the big chains while keeping your unique identity. Your store name, your prices, your quality—now with a network behind you.

1.3 Our Shared Goal

We succeed only when you succeed. Together, we grow one town at a time.

PART 2: YOUR STORE ON SOQONI

2.1 How Kitengela Is Organized

To ensure speed and convenience, Kitengela is divided into markets. Please tick the market(s) where your store is located:

- ☐ CBD
- ☐ EPZ
- ☐ Milimani
- ☐ Yukos
- ☐ Acacia
- ☐ Korompoi

2.2 Shopping Across Markets

A customer can buy from the same market or from different markets in a single order. However, delivery is done as one order only—even if the order involves multiple stores and multiple markets. This keeps things simple and efficient.

2.3 Your Products

You decide what to sell. However, Soal reserves the exclusive right to approve or disapprove certain products on the App. Some products may not be approved for sale, and this decision is made at our sole discretion without reference to you. This protects the quality and reputation of our platform.

2.4 Competition

From the first day your store is listed on the App, you will face competition from other stores selling similar products. This is a healthy marketplace that rewards quality and speed. The best stores will naturally rise to the top.

2.5 Your Prices

The prices on the App must match your in-store prices exactly. You are responsible for updating prices whenever they change. If a customer orders at an outdated lower price, you cover the difference. Consistently overpricing on the App may lead to removal. We promise fair value to our shared customers.

2.6 Product Quality

We will check product quality regularly. We only want the best for our shared customers. If goods are damaged by you, or if you list damaged goods, any reimbursement to customers who reject them will be recovered from you. Consistent low quality or unavailability to provide products may lead to removal from the App.

2.7 Your Responsibilities

You are responsible for:

- Ensuring all products listed are available in your store
- Maintaining accurate stock levels on the App
- Providing products that are fresh, safe, and fit for their intended purpose
- Complying with all Kenyan laws and regulations regarding the sale of goods
- Obtaining any necessary licenses or permits for your products

PART 3: YOUR TECHNOLOGY OBLIGATIONS

3.1 Download the Seller App

You must download the SoQoni Seller App on at least one (1) smartphone—and preferably more—to ensure you never miss an order. The Seller App is your gateway to receiving orders, updating prices, and managing your store.

3.2 Keep the App Active during Working Hours

During your stated business hours, the Seller App must remain active and logged in to receive order notifications. An inactive App means missed orders and unhappy customers.

3.3 Set Correct Working Hours

You must accurately fill in your:

- Store opening time
- Store closing time
- Working days of the week

This information guides customer expectations and order assignments.

3.4 Closing the App When Offline

If you need to close your store temporarily—for a holiday, emergency, or any other reason—you must update your working hours or mark yourself offline in the App. Do not

simply leave the App inactive. Customers should not be able to order when you cannot fulfill.

3.5 Wrong Contact Information is Your Problem

You must provide an accurate M-Pesa number to receive payouts. If the number you provide is wrong, inactive, or cannot receive payments, any delay or loss of funds is entirely your responsibility. Double-check your details.

3.6 Product Updates

You are responsible for keeping your product listings current, including prices, descriptions, and availability. Outdated listings may lead to customer dissatisfaction and removal from the App.

PART 4: HOW ORDERS WORK

4.1 Order Acceptance

When an order comes in, you have 90 seconds to accept or reject it. Quick acceptance means happy customers.

4.2 Order Processing

Once accepted, prepare the order quickly. The customer tracks your speed from:

- 'Pending' to 'Confirmed' (how fast you accept)
- 'Confirmed' to 'On the Way' (how fast you pack and hand the order to the rider)

4.3 Customer Ratings

Customers rate you on Speed and Product Quality. Higher ratings mean more orders. The fastest seller with the best quality will automatically get the most orders. Our system prioritizes top-rated stores.

4.4 Low Ratings and Removal

Consistently low star ratings may lead to your removal from the App. Customers expect quality products and timely service. We maintain high standards to protect our shared reputation.

PART 5: PACKAGING & DELIVERY

5.1 Packaging

You provide basic packaging for your products. Packaging should be clean, secure, and appropriate for the items being delivered.

5.2 SoQoni Bags/Baskets

We may or may not provide branded bags/baskets to your store. This is at our sole discretion. If we do provide bags/baskets:

- Use them only for SoQoni deliveries
- Keep them clean and in good condition
- Report any damage immediately
- Riders will return bags/baskets after each delivery

5.3 Rider Communication

Riders will collect orders from you. You may coordinate with them briefly for smooth pickup.

5.4 Lost Items

If items are lost during delivery and you are clearly shown to have had no negligence, Soal will cover the cost. We stand with you when you do your part right.

PART 6: PAYMENTS & FEES

6.1 No Platform Fees until Further Notice

Goods sellers on the platform will not be charged platform fees until further notice. Soal shall provide notice of any future fee structure in advance.

6.2 Per Transaction Payouts

Payments shall be made per transaction. Money will be paid once delivery is complete and confirmed.

6.3 How You Get Paid

- We pay you the full purchase price of all products sold

- Payments are made per transaction
- Payments complete within a reasonable timeframe
- Payments are sent to the M-Pesa number you provide—please ensure it is correct

6.4 Deductions

If refunds are issued due to your error (damaged or incorrect goods), the amount will be recovered from your payouts.

PART 7: REFUNDS & RETURNS

7.1 Valid Refund Reasons

Customers may request refunds for:

- Damaged or defective products
- Wrong items delivered
- Items significantly different from description

7.2 Your Responsibility

If a refund is approved due to your error:

- You bear the cost of the refunded product
- You cover the cost of any replacement delivery
- The amount is recovered from your payout

7.3 Photo Evidence Required

Customers must provide photo evidence within 2 hours of delivery.

7.4 Company Protection

Soal will cover costs of items lost where you are clearly shown to have had no negligence. We protect you when you do your part right.

PART 8: MARKETING & PROMOTIONS – A SHARED RESPONSIBILITY

8.1 We Market You Aggressively

Soal invests heavily in digital and physical marketing campaigns across every town we launch. From social media to community events, we work to make SoQoni a household name—and your store rides that wave.

8.2 Your Store is Featured

Your store is listed by name in the App's "Categories" (under Markets), "Express" (upon search) and the "Stores" section—free, permanent advertising seen by every customer in your market. Customers can choose your store directly, giving you tripple visibility.

8.3 You Must Support Our Marketing Efforts

As our partner, you are expected to actively support SoQoni's marketing initiatives. This includes:

- Following Soal's social media platforms actively
- Helping distribute advertising bills, posters, and promotional materials through your store
- Being available for advertising videos, audio recordings, and other promotional content to promote the App
- Displaying SoQoni promotional materials prominently in your store
- Allowing photography and videography of your store and products for our campaigns
- Participating in marketing exercises such as interviews, testimonials, or featured spotlights when requested
- Sharing SoQoni content on your personal or business social media pages to amplify our reach
- Talking positively about SoQoni to your customers and encouraging them to download and use the App
- Notifying us of any community events where SoQoni could participate or sponsor

8.4 Professional Photography is Marketing

Our photography team visits to take product and promotional photos. These images are not just for listings—they are marketing tools that make your store look professional and appealing. Please welcome and support them fully.

8.5 Promotions and Offers

From time to time, you may create special offers on the App to attract more customers. Our trainers will help you set these up. These promotions benefit you directly by driving more sales.

8.6 Featured Store Opportunities

You may be invited to participate in interviews or marketing features that showcase your story to thousands of potential customers. When asked, we expect your full cooperation—this is free publicity for your business.

8.7 Why This Matters

Marketing is a team effort. Our campaigns introduce customers to SoQoni, but your support turns them into loyal shoppers at your store. When we win together, we grow together.

PART 9: TRAINING & SUPPORT

9.1 We Train You

Our trainers will visit to help you:

- Upload product prices for the first time
- Learn to update prices yourself
- Set up promotions and offers
- Understand how to manage your App settings, including working hours

9.2 Ongoing Support

For any questions or issues, contact us anytime:

Support: 0748 237 799

Email: applications.sokoni@gmail.com | info@soqoni.co.ke

Website: www.soqoni.co.ke

Social Media: @SoQoni254

PART 10: YOUR RESPONSIBILITY TO READ AND UNDERSTAND

10.1 Read the App Policies

You are responsible for reading and understanding the full SoQoni App Terms and Conditions, Privacy Policy, and Refund Policy, which are available on the App. These documents contain important information about your rights and obligations.

10.2 Stay Informed

Policies may be updated from time to time. You are expected to stay informed of any changes through App notifications or other communications from Soal.

10.3 Ask If Unsure

If you do not understand any part of this agreement or the App policies, please ask our team before signing. We are here to help.

PART 11: RULES WE ALL FOLLOW

11.1 Accurate Information

You must provide and maintain accurate store and contact information.

11.2 Prohibited Items

No illegal, counterfeit, or unsafe products. No items that violate Kenyan law. No items that infringe on the rights of third parties, including intellectual property rights.

11.3 Fair Dealing

No fake orders. No manipulating ratings. No collusion with other users.

11.4 Product Approval

Soal reserves the exclusive right to approve or disapprove products for sale on the App. Some products may not be approved, at our sole discretion and without reference to you.

11.5 Removal from App

We may remove your store from the App if you:

- Repeatedly sell low-quality or damaged goods
- Consistently overprice items on the App
- Fail to keep the Seller App active during working hours, causing missed orders
- Refuse to cooperate with reasonable marketing requests
- Receive consistently low star ratings from customers
- Violate these rules after warnings

PART 12: AGENT CODES AND RECRUITMENT

12.1 Agent Codes

Sellers may be assigned Agent codes by Soal to become Agents for the additional purpose of recruiting new Customers.

12.2 Terms and Compensation

The terms, conditions, and rates of compensation for recruitment activities shall be described upon issuance of the Agent code.

12.3 Revocation

Soal reserves the right to revoke or modify Agent codes and associated compensation rates at its sole discretion.

12.4 Recruitment Responsibility

As a partner, irrespective of whether or not you are assigned an Agent Code, you are encouraged to help recruit new customers to the App. Your support in growing our shared customer base benefits everyone.

PART 13: ENDING OUR PARTNERSHIP

13.1 Notice Period

Either party may end this agreement by giving at least one (1) full month's written notice to the other party.

13.2 Immediate Termination

Soal may end this agreement immediately without notice if you:

- Breach any material term of this agreement
- Engage in fraudulent or illegal activity
- Are removed from the App under Section 11.5

13.3 Survival of Terms

Any terms that by their nature should survive termination will continue to apply.

PART 14: LEGAL TERMS

14.1 Independent Business

You remain an independent business. This agreement does not create a partnership, employment, or agency relationship beyond what is written here.

14.2 Our Liability

Sokoni Applications Ltd (Soal) is not liable for:

- The quality or safety of your products
- Disputes between you and customers (though we help resolve them)
- Delays beyond our reasonable control
- Payments sent to a wrong M-Pesa number that you provided

14.3 Governing Law

This agreement is governed by the laws of the Republic of Kenya.

14.4 Disputes

We will first try to resolve any disputes amicably. If that fails, the matter will be handled by the Kenyan courts.

14.5 Entire Agreement

This agreement, together with the SoQoni App Terms and Conditions, Privacy Policy, and Refund Policy (available on the App), constitutes the entire agreement between us. By signing below, you confirm that you have read and understood these documents.

PART 15: AGREEMENT & SIGNATURES

By signing below, you confirm that you have read, understood, and agree to all the terms in this Goods Seller Contract. You also confirm that you will read and comply with the full terms and policies available on the SoQoni App.

You further confirm that you will download this contract from the SoQoni website, sign it, and send the signed copy to info@soqoni.co.ke and copy applications.sokoni@gmail.com before the relationship with Soal is finalized.

FOR THE SELLER:

I confirm that I have read and understood this agreement and agree to its terms. I also agree to read the full terms and policies available on the SoQoni App.

Store Name: _____

Markets (please tick all that apply):

Town - Kitengela

- ☐ CBD
- ☐ EPZ
- ☐ Milimani
- ☐ Yukos
- ☐ Acacia
- ☐ Korompoi

Brief Description of Goods Being Sold:

M-Pesa Number for Payouts: _____

(I understand that if this number is wrong, it is my responsibility.)

Signature: _____

Name: _____

Title/Owner: _____

Date: _____

Please return the signed copy to:

Email: info@soqoni.co.ke | CC: applications.sokoni@gmail.com