Merchant Agreement

Effective Date: October 9, 2026
Last Updated: October 15, 2026
Version: 3.2

This Merchant Agreement ("Agreement") is between Lesuto Technologies, Inc., a Texas corporation, with its principal office at 600 Congress Ave, STE 1400, Austin, TX 78701 ("Lesuto"), and the merchant identified in the Platform registration or in an Order Form ("Merchant," "you"). This Agreement supplements the Platform Terms of Service. Capitalized terms not defined here have the meaning given in those Terms.

This Agreement is formed when an authorized representative of Merchant either accepts it electronically in the Platform, as described in Appendix A, or signs an Order Form that lists it. When this Agreement is formed by a signed Order Form, Appendix A and Appendix B (the click-through acceptance terms) do not apply.

1. Definitions

- **"Storefront"** means your branded online store hosted on the Platform or powered by Lesuto's Commerce SDK.
- **"Commission"** means the percentage of each sale made through your Storefront that you earn, as set by each Supplier in its Supplier Profile.
- **"Platform Fee"** means a flat ten percent (10%) of the customer price, inclusive of card processing, unless an Order Form says otherwise.
- **"Payout"** means the transfer of earned Commissions to your connected Stripe account or another supported payout rail.
- **"Return Window"** means the period set by each Supplier during which returns may be requested and payouts are held.
- **"Customer Data"** means personal data about Customers that Lesuto collects as merchant of record.

2. Role: Storefront and Marketing Partner

Lesuto is the merchant of record. Lesuto sells to the Customer, takes payment, issues the receipt, handles chargebacks, and calculates and collects tax at checkout. You are a storefront and marketing partner: you curate and market products, operate your branded Storefront, and earn a Commission. You are not the seller of record. You must not collect Customer payments outside Lesuto's payment rails, and you must not represent yourself as the seller of record.

Consumer-sale obligations owed to the Customer (returns, refunds, and statutory consumer rights) sit with Lesuto as merchant of record, backed by the Supplier's duties. Your duties cover your own marketing claims, branding, Storefront communications, and the conduct of your staff and contractors. The parties are independent contractors, and this Agreement creates no partnership, joint venture, franchise, agency, or employment relationship.

3. Eligibility and Representations

You represent and warrant that: (a) you are duly organized and validly existing, or are an authorized sole proprietor; (b) you have all licenses and permits required to operate your marketing and Storefront business; (c) you are authorized to enter into this Agreement; (d) neither you nor any of your owners, directors, or officers is the subject of sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control or any other applicable sanctions authority; and (e) you will comply with all laws that apply to your marketing, advertising, and Storefront communications.

Lesuto represents and warrants that it is duly organized, validly existing, and in good standing as a Texas corporation, that it has authority to enter into this Agreement, and that it will calculate Commissions as this Agreement states.

4. Merchant Obligations

You will: (a) maintain an active, verified Stripe Connect account (or another supported payout rail) for receiving Payouts; (b) represent products accurately and make no claim that contradicts or goes beyond the Supplier's listing; (c) respond to Customer inquiries within 48 business hours, routing product, shipping, and quality issues to the Supplier or Lesuto through the Platform; (d) keep your Storefront professional and functional; (e) not misrepresent product origin, quality, or availability; and (f) display the return, shipping, legal, and contact information the Platform supplies.

You do not process returns or issue refunds. Lesuto does that as merchant of record, under the Return and Refund Policy.

5. Revenue, Commission, and Fees

- You earn a Commission on each sale made through your Storefront, at the rate each Supplier sets. A Supplier's rate change applies only to orders placed after the change.
- Lesuto retains the Platform Fee from each transaction. It covers Lesuto's standard card processing costs on

Customer payments.

• The Supplier receives the remainder after your Commission and the Platform Fee.

• Payouts are released after the applicable Return Window expires, then processed by the payout provider (typically 2 to 7 business days).

• Refunds and chargebacks reverse the related Commission. If a Payout has already been made, the reversal is deducted from later Payouts.

• Lesuto may hold Payouts only for a dispute, suspected fraud, or a breach of this Agreement, subject to the reserve rules in the Payment Processing Terms.

• The Platform shows each order, Commission, and Payout. If you believe a Payout is wrong, notify Lesuto within 90 days of the Payout date, and the parties will resolve it in good faith within 30 days.

Amounts owed are never capped. Lesuto's duty to pay Commissions that have become payable is not limited by Section 14 or the Platform Terms of Service.

6. Subscription Plans and Billing

• **Plans.** Your use of the Platform requires a subscription plan (Free, Lite, Starter, Growth, and Pro). Plan features, limits, and prices are shown in the Platform at the time you subscribe.

• **Billing and renewal.** Paid plans are billed in advance, monthly or annually, and **renew automatically** for the same period until you cancel. Lesuto charges the payment method on file at each renewal.

• **Cancellation.** You may cancel at any time in the dashboard billing settings. Cancellation takes effect at the end of the current billing period, and you keep access until then.

• **Price changes.** Lesuto will give at least 30 days' notice before a price increase takes effect at your next renewal. You may cancel before it takes effect.

• **Refunds.** Subscription fees are non-refundable except where required by law, or where Lesuto terminates this Agreement for convenience, in which case Lesuto refunds prepaid fees for the unused part of the billing period.

• **Downgrades.** Downgrades take effect at the end of the current billing period.

• **Taxes.** Subscription prices exclude applicable taxes, which are added at billing.

• **Credits.** AI credits and add-ons are subject to the terms of your plan. Unused AI credits have no cash value.

7. Promotion Guardrails

• Merchant-created discounts and promotions cannot exceed your lowest active supplier Commission rate. The Platform enforces this cap when a promotion is saved and at checkout, including percentage, fixed-amount, BOGO, tiered, bundle, and free-gift promotions.

• A promotion that would exceed the cap is blocked from being saved. If one is saved in error, it is automatically disabled.

• A Supplier may opt out of merchant-funded promotions on its products. Those lines receive no merchant discount at checkout, and order-level discounts are spread only across other lines.

• For promotions targeting specific Suppliers' products, only those Suppliers' Commission rates are checked.

8. Marketing, Advertising, and Tracking

• **Advertising law.** Your marketing must be truthful and not misleading and must comply with applicable law, including the FTC Act, the FTC's Endorsement Guides (clear disclosure of paid or incentivized endorsements and influencer relationships), CAN-SPAM, the Telephone Consumer Protection Act for calls and texts, and the equivalent law where your audience is located.

• **Product claims.** You will not make health, safety, environmental, or performance claims about a product beyond what the Supplier's listing supports.

• **Tracking tools.** If you enable third-party analytics or advertising tools on your Storefront (for example, GA4, Meta Pixel, TikTok Pixel, or Pinterest Tag), the Platform loads them only after the visitor consents through the Storefront's cookie banner. You are responsible for your accounts with those providers and for complying with their terms. You will not configure them to send Customer names, email addresses, phone numbers, street addresses, or payment details, and you will not use them to target Customers in violation of applicable privacy law.

• **Customer contact.** You may send marketing messages to a Customer only through Platform tools and only where the Customer has opted in to receive them.

9. Subscription to Suppliers

• You may subscribe to approved Suppliers to list their products on your Storefront.

• A Supplier may require approval before you carry its products and may later remove you. Removal does not cancel

orders already placed.

- You cannot change the Supplier's retail price. Your Storefront prices are copied from the Supplier's listed price.
- Subscriptions can cover all of a Supplier's products or selected collections.
- Unsubscribing removes that Supplier's products from your Storefront.
- Carrying a Supplier's products does not create any partnership, agency, or employment relationship between you and the Supplier.

10. Intellectual Property and Trademarks

You keep ownership of your brand assets, marketing materials, and Storefront customizations, and you grant Lesuto a non-exclusive license to display them as needed to operate the Platform. You may not use Lesuto's trademarks without Lesuto's prior written consent, except as the Platform itself displays them.

A Supplier's trademarks are licensed to you only to display and sell that Supplier's products on Lesuto surfaces. You may not use a Supplier's trademarks in advertising outside Lesuto surfaces without the Supplier's written consent. You will follow brand guidelines a Supplier provides and remove Supplier content within 2 business days of a written request routed through the Platform. Neither party will issue a press release or case study naming the other without the other's written consent.

11. Confidentiality

"Confidential Information" means non-public information a party discloses to the other that is marked confidential or that a reasonable person would understand to be confidential, including pricing, Supplier terms, platform algorithms, business plans, and technical documentation. It excludes information that is or becomes public through no breach, that the recipient already knew, that it receives from a third party without restriction, or that it develops independently. Each party will use the other's Confidential Information only to perform this Agreement, protect it with reasonable care, and disclose it only to personnel and advisers who need to know it and are bound by similar duties. Disclosure required by law is permitted after prompt notice where lawful. These obligations last for 3 years after this Agreement ends.

12. Data Protection

Lesuto, as merchant of record, is the controller of Customer Data. You may see limited Customer information in the dashboard as needed to operate your Storefront and serve Customers. You will: (a) use it only for Storefront operations and customer service on the Platform; (b) comply with applicable data protection law, including the GDPR, the CCPA, and U.S. state privacy laws where they apply; (c) not sell it, share it for cross-context behavioral advertising, export it, or use it for purposes unrelated to the Platform; (d) protect it with appropriate security measures; and (e) notify Lesuto at legal@lesuto.com within 72 hours after you become aware of unauthorized access to it. Merchants receive no Customer Data beyond what the dashboard shows.

The Data Processing Agreement forms part of this Agreement.

13. Indemnification

By you. You will defend, indemnify, and hold harmless Lesuto and its affiliates, officers, directors, and employees from third-party claims, and resulting losses, damages, fines, and reasonable attorneys' fees, arising from: (a) your Storefront branding and content; (b) your marketing and advertising, including claims not in the Supplier's listing and your use of tracking tools; (c) your breach of this Agreement or applicable law; or (d) a dispute with a Customer caused by your communications.

By Lesuto. Lesuto will defend, indemnify, and hold harmless you and your affiliates, officers, directors, and employees from third-party claims, and resulting losses, damages, fines, and reasonable attorneys' fees, arising from: (a) a claim that the Platform technology (excluding your content and Supplier product content) infringes a third party's intellectual property; or (b) a security breach of Lesuto's systems that exposes Customer Data, caused by Lesuto's failure to maintain the security measures in the Data Processing Agreement.

Procedure. The indemnified party will notify the indemnifying party promptly (a delay relieves it only to the extent it is prejudiced), give it sole control of the defense and settlement (no settlement may admit fault by, or impose a non-monetary obligation on, the indemnified party without its consent), and cooperate at the indemnifying party's expense.

14. Limitation of Liability

Neither party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or goodwill, arising out of this Agreement. Each party's total aggregate liability arising out of this Agreement will not exceed the greater of (i) the Platform Fees Lesuto retained from your Storefront sales in the 12 months before the event giving rise to the claim, or (ii) five thousand dollars ($5,000).

Lesuto's total liability for claims under item (b) of Lesuto's indemnity in Section 13 will not exceed the greater of 2

times those Platform Fees, or twenty-five thousand dollars ($25,000). Lesuto does not carry cyber insurance. This super-cap is the contracted remedy.

These limits do not apply to: (a) Commissions that have become payable; (b) a party's fraud, gross negligence, or willful misconduct; (c) your indemnity obligations; (d) Lesuto's intellectual property indemnity; (e) a breach of Section 11 that does not involve personal data; or (f) liability that cannot be limited under applicable law.

Lesuto is not liable to you for product quality issues, which are the Supplier's responsibility, or for carrier delays.

15. Non-Exclusivity

This Agreement is non-exclusive. You may sell products through other channels and platforms, and Lesuto may work with other Merchants.

16. Termination

Either party may terminate this Agreement on 30 days' written notice. Either party may terminate immediately by written notice for the other's material breach not cured within 30 days of notice, insolvency, or fraud or illegal activity. Lesuto may also terminate immediately for repeated Customer complaints or chargebacks caused by your conduct, or if you no longer maintain an active payout account. On termination: (a) Lesuto settles payable Commissions within 60 days, subject to pending refunds, disputes, and chargebacks; (b) your Storefront is deactivated; (c) Customer Data remains with Lesuto as controller; and (d) Sections 5, 11, 12, 13, 14, 17, and 19 survive.

17. Dispute Resolution and Governing Law

This Agreement is governed by the laws of the State of Texas, United States, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Before starting litigation, the parties will try in good faith to resolve a dispute for 30 days after written notice. If it is not resolved, it is decided exclusively in the state or federal courts located in Travis County, Texas, and each party consents to personal jurisdiction there. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL. Either party may seek injunctive relief to protect intellectual property or Confidential Information. Disputes between you and a Supplier should first be raised through the Platform support system.

18. Order of Precedence

If terms conflict, they are resolved in this order: (1) a current Executed Agreement or Order Form covering you; (2) this Agreement; (3) the Data Processing Agreement, for personal-data processing; (4) the Payment Processing Terms, for payouts, reserves, chargebacks, and tax collection mechanics; (5) the Platform Terms of Service; (6) policies incorporated by reference. Lesuto may publish new versions of this Agreement for click-through accounts under the Platform Terms of Service, but a new version does not apply to terms covered by an Executed Agreement.

19. General

Neither party may assign this Agreement without the other's prior written consent, except to an affiliate or to a successor in a merger, acquisition, or sale of all or substantially all of the relevant business, on written notice. The force majeure clause of the Platform Terms of Service applies. No one other than the parties has rights under this Agreement. Amendments and waivers must be in writing (Lesuto's new versions for click-through accounts excepted, as stated in Section 18). If a provision is unenforceable, the rest remains in effect. An Order Form may be signed in counterparts and electronically. "Including" means "including without limitation." This Agreement, with the documents in Section 18, is the entire agreement on its subject. Notices to Lesuto go to legal@lesuto.com and Lesuto Technologies, Inc.
600 Congress Ave, STE 1400
Austin, TX 78701
United States; notices to you go to the email on your account or in the Order Form.

20. Contact

Merchant support: support@lesuto.com
Legal inquiries: legal@lesuto.com

Signature

Signing this page executes this document. Type your name in the signature field, or apply a digital signature in your PDF reader. A typed name is an electronic signature under the ESIGN Act (15 U.S.C. sections 7001 to 7031) and the Uniform Electronic Transactions Act as enacted in Texas (Texas Business and Commerce Code chapter 322).

Lesuto Technologies, Inc.

Legal name

Lesuto Technologies, Inc.

Printed name

Title

Signature (type your name, or sign in your PDF reader)

Date

Counterparty

Legal name

Printed name

Title

Signature (type your name, or sign in your PDF reader)

Date