

GROVARA™ B2B GLOBAL MARKETPLACE BRAND TERMS OF SERVICE

Last Updated: Aug 18th 2025

Introduction: Grovara Brands Code of Conduct

Welcome to the Grovara community. Our platform is designed to foster growth, innovation, and success for brands looking to expand their footprint in the CPG Marketplace. To ensure a seamless, efficient, and ethical environment for all stakeholders, we have established the following Brands Code of Conduct. By partnering with Grovara, you agree to adhere to these principles and practices.

Exclusivity Condition

This exclusivity shall become effective only upon Badia LLC receiving a minimum of one (1) purchase order, resulting in an effective invoice/sale from any given Country within the first three (3) months from the date of completed registration in the country. If this condition is not met, the exclusivity provision shall be null and void, and Badia LLC shall be free to engage with other vendors and/ or customers. Once the threshold is met, the exclusivity shall remain in effect for a period of two (2) years from the date of this agreement.

*All pre-existing relationships or relationships brought to the Grovara platform must be approved by Grovara admin (in writing on the platform) to be considered an “approved exception” to this exclusivity.

Countries Approved for Grovara Sales:

- 1) Vietnam – Badia already has a commercial relationship with Annam Gourmet. **(approved exception from exclusivity)**
- 2) Philippines –Badia already works with customers, including Landers (similar to Costco) and some SM stores via Sienna Sales & Marketing. **(approved exception from exclusivity)**

- 3) Nigeria –Our current distributor is CHF Heron. **(approved exception from exclusivity)**
- 4) Kenya – Open market.
- 5) Egypt – Open market.
- 5) India – Open market.
- 6) South Korea – We currently supply Coupang, Seller Note, and Hieuro. **(approved exception from exclusivity)**
- 7) South Africa – Open market.

Product and Shipping Commitments

- **Sample Shipping Expenses:** Brands agree to provide product samples and cover domestic shipping expenses for each order, up to a limit of \$500, after which they will be handled on a case-by-case basis. For international sample shipments, the buyers will pay for the shipping cost and be reimbursed from the first order (product to be provided for free by brands).

Financial and Transactional Integrity

- **Payment Terms:** Brands retain the autonomy to establish their own payment terms directly with Buyers, promoting flexibility and tailored financial arrangements on a case-by-case basis. Grovara will not be held responsible for the lack of payment from the downstream buyer. Grovara recommends that all brands enroll in EXIM Bank payment insurance. [LINK](#) **(Export-Import Bank of the United States)**
- **Broker-Dealer Representation:** Brands are encouraged to solicit Grovara Broker-Dealers for specific territory, channel, and global market representation, leveraging Grovara-identified Brokers' expertise for market expansion and transaction facilitation. Each broker has their own set of fees that can be negotiated on a deal-by-deal basis. Grovara is not responsible for any communications between the Brand and Broker that are not negotiated/written in the Grovara Platform (G-Chat Digital Ledger)
- **Inventory Guarantee and Penalties:** Brands guarantee the availability of inventory and agree to penalties for performance failures, including inventory shortages not communicated with 14 days' advance notice, product or facility not ready for scheduled pick-ups (rejected pick-ups on agreed dates), and failure to produce proper documentation for orders:
 - Short an Order: \$100 per pallet

- Send Short Dated Product: \$100 per pallet + Disposal Fees + Costs
- Send Wrong Inventory: \$100 per pallet + Return Fees + Costs
- Take Excessive Time To Ship: \$100 per week
- Failure to Communicate in a respectful/timely fashion: \$100 per Instance
- Failure to Fill an Order: Expulsion from the Platform
- Circumventing Platform: Expulsion from Platform

Ethical Engagement

- **Non-Circumvention:** Brands will not circumvent Grovara's platform or broker network. In the event a brand exits Grovara's network and deactivates their account, they agree to compensate Grovara for two years for any deals originating from the Grovara Network that they continue to represent off the platform.
 - **Audit Rights:** Brand grants Grovara one financial audit right per year to ensure compliance and transparency. All penalties will be realized by Brand for all collection expenses. Interest will also be realized for revenues not collected.
- **Credit Terms:** Credit terms are negotiated on a deal-by-deal basis. Brands agree to issue net payment/credit terms to International Buyers only with [EXIM Insurance](#), ensuring financial security and risk mitigation. Grovara recommends that cash-in-advance for orders be taken as often as possible and will not be held responsible for a platform member's inability to complete a transaction. Grovara does hold the right to remove any member from the marketplace at any time.
- **Insurance Requirement:** Brands must maintain a minimum of \$1,000,000 in Products Liability Insurance, with proof of coverage required at registration.

Profile and Information Management

- **Profile Maintenance:** Brands commit to maintaining their profiles and keeping all information up to date on Grovara's platform, including but not limited to:
 - Pricing Details
 - Product Images
 - Product Dimensions
 - Relevant Documentation
 - Inventory/Availability of Product

- Client Messaging
 - All messages should be replied to within 2 business days. (48 hrs)
- **Grovara Cares:**
 - If a Brand wants Grovara to manage their account on their behalf, they accept a per-action fee to be billed on a case-by-case basis.
 - Costs start at \$49.95 per order

Expedited Arbitration Clause

1. All claims, disputes, or disagreements that arise out of your use of the Grovara platform, including but not limited to any claims related to the Terms of Service (TOS), shall be resolved exclusively through final and binding arbitration, rather than in court.
2. **Arbitration Rules:** The arbitration shall be conducted on an expedited basis under the [American Arbitration Association's (AAA)] Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes then in effect, except as modified by this TOS.
3. **Costs and Fees:** The cost of arbitration, including administrative and arbitrator fees, shall be shared equally by the parties unless the arbitrator decides that the fees should be allocated differently as part of the award based on the circumstances of the case.
4. **Limitation on Damages:** To the fullest extent permitted by law, no arbitrator shall award punitive or exemplary damages against either party.
5. **Binding Effect:** The arbitrator's award shall be final and binding on both parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
6. **Jurisdiction:** Arbitration matters will take place within Pennsylvania's jurisdiction.

By agreeing to this TOS, you are waiving your right to a trial by jury and agreeing to only bring claims against Grovara on an individual basis, rather than as a plaintiff or class member in any purported class or representative action or proceeding.

This Code of Conduct outlines our collective commitment to integrity, transparency, and collaboration within the Grovara ecosystem. By adhering to these principles, we strive to create a trustworthy and dynamic marketplace that supports our brands' growth and success on the global stage. Your cooperation and adherence to this Code are vital to maintaining the quality and reliability of the Grovara platform.

Brand Membership Costs

Grovara reserves the right to change prices at any time with best industry practices on providing proper notice to Brand Partners.

- **Brands:**
 - \$49.95 per Month (1 SKU Free, \$5/Month Per SKU After 1)
 - International Sales: Grovara adds a 15% Margin, which is the opening price to the downstream buyer.
- **GrovaraCare Platform Support Services**
 - \$500 one-time setup fee (PAID)
 - \$49.95 per Order
 - Includes:
 - Logistics / Fulfillment
 - Translation Services
 - Compliance/Regulatory
 - Basic Legal Services
 - Basic Marketing
 - SPINS / IX-One / CRM / ERP Integration
 - In-Platform Services
- **Referrals**
 - Refer a Brand
 - Earn \$100 for each approved Brand you refer - their first 3 months free
 - Refer a Buyer
 - Earn \$50 for each order a referred Buyer places for 1 year - their first 6 months free

- Additional Compensation can be negotiated on a deal-by-deal basis as agreed to on the Audit Trail on the Platform, and will be based on the amount of involvement you contribute to the onboarding and management of the referral.
 - **Broker/Marketing Services**
 - Retainers On a Deal-By-Deal Basis
 - Grovara Pays/Manages Broker Partners and Payouts
 - Broker is NOT an Employee of Grovara Inc.
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All issues arising out of this agreement can be sent to:

312 River Rd, Gladwyne, PA 19035, USA

This document outlines your rights and responsibilities within the Grovara B2B Global Marketplace as a Brand User. For detailed inquiries or assistance, contact Brands@grovara.com