



5019 Carolina Beach Rd, Wilmington, NC 28412

## **VENDOR AGREEMENT - TERMS OF SERVICE**

The following Agreement (“AGREEMENT”) shall constitute the Terms of Service between BMT Micro, Inc. (“BMTMICRO”, “we”, “us”, “our”, “company”), a company duly organized and validly existing under the laws of the State of North Carolina, United States of America, with head offices at 5019 Carolina Beach Rd, Suite 201, Wilmington, NC 28412, and with a secondary office location in Turku, Finland (“BMT Micro Finland”, “additional company”), and any and all suppliers (“vendors”, “you”) of software products seeking to sell their products through BMT Micro, Inc.

- As a software supplier, you agree to grant us the non-exclusive right to act as merchant of record for your electronically deliverable software product(s) and/or services. You will enter into a B2B (“Business-to-Business”) relationship with us. The end-user (“customer”) of the software product will be a customer of BMT Micro (B2C) and will see BMT Micro’s name and information on their payment and order fulfillment statement.
- As merchant of record, BMT Micro is responsible for any B2C payment related issues, meaning that any and all refunds, inquiries, disputes and chargebacks will be resolved per our discretion and in agreement with our refund policy as posted on <https://info.bmtmicro.com/PaymentsRefunds.html>. In all cases, we will attempt, to the best of our ability, to resolve all issues, inquiries, disputes etc to the customer’s full satisfaction and in accordance with the specific and unique character of each software product sold. It is hereby understood that all software suppliers will adhere to the above and will, from a technical perspective, work towards the same goal of providing a robust product and excellence in service for the benefit of the end-user/buyer.
- All software supplied for sale through BMT Micro must be legal under national (USA), under EU and international law, and must be legally owned by the supplier responsible for opening the BMT Micro vendor account. Proof of ownership and other applicable documentation may be requested. In addition, a government issued proof of ID (e.g. passport, driver’s license) will be requested of all new suppliers and kept on file at BMT Micro.
- All new accounts will be reviewed for suitability and acceptable content. BMT Micro may refuse accounts at our sole discretion. BMT Micro also reserves the right to terminate an account at our discretion, in case of any violation to this agreement or to our suitability and acceptable content standards.
- All software suppliers are responsible for the technical functionality of the product. If the product is found faulty, BMT Micro reserves the right to deactivate its sales and/or refund

customers at will.

- BMT Micro will provide a supplier dashboard where suppliers can view and manage products and product download files, including any and all applicable registration information. This agreement and access to the supplier dashboard presupposes a complete adherence by all suppliers to all applicable privacy laws and regulations on data protection and confidentiality. (See also: <https://www.bmtmicro.com/privacy-policy/>). BMT Micro commits to maintaining a high technological standard permitting robust and secure online sales.
- Where applicable and required by law of the United States of America or by International Treaty, we will collect and remit the required taxes on sales of digital products to the proper authorities. This includes US sales tax, EU & UK VAT, and Australian GST.
- Funds from the sales of software products will be placed in an account and registered under the unique ID number given to each and every supplier upon registration. The funds will be held by BMT Micro and paid to the supplier after the appropriate royalties have been deducted. Regular payments are done on a monthly basis, but payments can also be made quarterly or annually, depending on sales volume. Bank fees for wire transfer or other costs or fees associated with these payments will be deducted from the payment amount. Payment may be held or only partially issued in the event of excessive fraud/ chargebacks, unresolved customer disputes, or suspicious or irregular account activities. Vendors can request payments to be made outside of the regularly scheduled payment dates, for a fee.
- BMT Micro makes no claims about the merchantability or marketability of the software products sold through our services. Vendors are responsible for their own marketing efforts and can utilize BMT Micro's affiliate program for that purpose.

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This agreement is entered into between **BMT Micro, Inc.** and \_\_\_\_\_ (vendor name) of legal address \_\_\_\_\_ as of this day \_\_\_\_\_ (month/day/year).

\_\_\_\_\_  
Supplier

\_\_\_\_\_  
BMT Micro, Inc.  
Marina Nielsen, CEO

\_\_\_\_\_  
Witness #1  
Name & Signature

\_\_\_\_\_  
Witness #2  
Name & Signature