**Seller’s Compliance Commitment**

This Compliance Commitment (“**Commitment**”) is made on [**Date**] by

[**Sellers’s Company Name**]

[**Sellers ID**]

hereinafter referred to as (“**Selle**r”)

Whereas, **Ecart Services Kenya Ltd.** (“**Jumia**”) an e-commerce platform consisting of a website and mobile application (“Marketplace”) together with supporting logistics and payment infrastructure, for the sale and purchase of consumer products.

Whereas, Seller utilizes Jumia’s marketplace for sale of its products.

Whereas, Seller and Jumia have previously entered into a Seller Agreement which consists of the appended Seller Terms and Conditions and General Terms and Conditions of Use of the Marketplace (“**Agreement**”) for the sale of products on Jumia’s Marketplace;

Whereas, Seller wishes to list products on Jumia’s Marketplace and agrees to comply with all applicable laws and regulations regarding the sale of products;

Now, therefore, Seller unilaterally undertakes the following:

1. Compliance with Laws: Seller agrees to comply with all applicable laws and regulations governing the sale of products on Jumia’s Marketplace, including but not limited to laws related to the sale of restricted or prohibited products.

2. Prohibited Products: Seller agrees not to list or sell any products on Jumia’s Marketplace that are prohibited by law or breach Jumia’s policies, including but not limited to products that are illegal, harmful, or counterfeit. Seller agrees to sell only legal products on Jumia’s Marketplace and to ensure that all products listed comply with applicable laws and regulations.

4. Counterfeit Products: Seller agrees not to sell any counterfeit or infringing products on Jumia’s Marketplace and to take necessary measures to prevent the listing of such products.

5. Indemnification: Seller agrees to indemnify and hold harmless Jumia from any claims, damages, or liabilities arising out of Seller’s failure to comply with this Commitment or any breach of applicable laws and regulations.

6. Termination: Seller acknowledges that Jumia reserves the right to terminate Seller’s access to the Jumia’s Marketplace in the event of any violation of this Commitment or failure to comply with applicable laws and regulations.

7. Governing Law: This Commitment shall be governed by and construed in accordance with the laws of Kenya.

IN WITNESS WHEREOF, Seller has executed this Undertaking as of the date first above written.

[Seller’s Company Name]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Authorized Signatory]