

VENDOR POLICY ON MARKETPLACE

(Code: VIIN.VEN.CON.060922 __)

By selecting “Submit”, You agree that Viindoo Technology Joint Stock Company (Viindoo) will become the Distributor of applications and modules at [Viindoo Marketplace](#); at the same time, a legal agreement set up between You and Viindoo. If You do not agree to any of these terms, please do not access/use this feature or use any part of the feature.

1. DEFINITIONS

Unless otherwise stated, the definitions and interpretations set forth herein apply uniformly to this Provider Policy.

- 1.1. **Viindoo Marketplace:** Or called “Marketplace”; which is a platform organised and developed by Viindoo Joint Stock Company, serving for distributing apps, modules and theme integrated into Odoo software and/or Viindoo Enterprise Management Software (hereinafter collectively referred to as “App”). The customers are able to search, purchase and download these apps on the platform via link: <http://viindoo.com/apps>.
- 1.2. **Vendor:** Individuals, organisations, and businesses that legally build, develop and own the App, associated with Viindoo to distribute the App at the Viindoo Marketplace.
- 1.3. **Distributor/Viindoo:** Viindoo Technology Joint Stock Company (international trading name: Viindoo Technology JSC.); legally established and operated under the Enterprise Registration Certificate No. 0201994665 issued by Hai Phong Department of Planning and Investment; Head office: 6th floor, Taiyo Building, No. 97 Bach Dang, Ha Ly Ward, Hong Bang District, Hai Phong City; responsible for distributing the App on Viindoo Marketplace.
- 1.4. **Customer/User:** The end user who makes an App purchase on Viindoo Marketplace.
- 1.5. **Purchase Order:** Generated monthly to record the total number of Vendor’s Apps sold on Viindoo Marketplace.
- 1.6. **Sales Order:** An order to buy Apps on Viindoo Marketplace That has been successfully paid by the Customer.

2. REQUIREMENTS FOR PUBLISHING APPS

For the purpose of providing Users with products of the best quality, each App that is publicly published at Viindoo Marketplace will undergo Viindoo's inspection. Therefore, Viindoo requires Vendor to comply with the following principles:

2.1. Technical requirements

- 2.1.1. **Manifest:** A file containing descriptive App's information declared by the Vendor. Viindoo will use the information in the manifest file “`__manifest__.py`” and the

contents and images from the folder “*/static/description/*” to publish on the Viindoo . If the App does not meet the manifest writing rules in [the Technical Documentation](#), Viindoo reserves the right to refuse publication without prior notice to Vendor.

- In the file “**__manifest__.py**”, information of Apps required to be declared as follow:
 - **name** (str): The name of App must be clear and easy to understand.
 - **version** (str): Specifies the version of App, expressed in the format string “**xxx**”. This field is used to detect the version of installed Apps. If the string doesn't start with Odoo's version and/or Viindoo Enterprise Management Software (e.g. 14 or 15), the Odoo instance is automatically appended to the beginning. Each release must have a new version number.
 - **license** (str): The App may be released under any license selected by the Vendor provided that the license released is compatible with the licenses of the dependent modules, libraries or derivative products.

If this field is left blank, the default value is LGPL-3 for Open Source Applications and OPL-1 for Proprietary Source Applications.
 - **depends** (str): A list of technical names of the dependent modules required for the App to function. The App also needs data declaration modules to avoid generating errors when installing App and making it difficult to trace errors module “**base**” in case App does not have a dependent module.
- Optional information in the file “**__manifest__.py**” by the Vendor includes:
 - **summary** (str): A brief, summary description of App, usually presented on a single line.
 - **live_test_url** (url): Add a URL in this field if the Vendor wants User to be able to use App in trial directly and can be accessed through the Live Preview button displayed on the Viindoo Marketplace.
 - **price** (float): The selling price of the App to User will be recorded in this field. The selling price should be an integer. App is considered free distribution in case of leaving it blank.
 - **currency** (str): This field is required. The currencies supported are Vietnam Dong (VND), the US Dollar (USD) and the Euro (EUR). In the event that it is necessary to change the currency of the App, Vendor should contact Viindoo for assistance.

Tip: Use category “hidden” to hide any module; and category “theme” or “themes” for Theme.

2.1.2. Guidelines for the description page of the App (static/description/index.html)

- Vendor is obliged to provide complete and accurate descriptions, images, illustrations, and other information to help Customer better understand the App that

they are purchasing:

- Describe fully and accurately the features of App, do not give misleading information to the User;
- If the Apps require Third party's services to put into operation, the Vendor have to warn about this information explicitly include this warning.
- App's description and screenshots must be in English regardless of whether the originating country or language of the App.
- App Description must not contain promotional content, advertising or navigation to other application pages or platforms other than Viindoo Marketplace.

2.2. Feature request

- Apps are not allowed to copy the features and interface of applications developed by Viindoo.
- Apps are not allowed to modify or overwrite Viindoo's applications that are used to operate Viindoo SaaS system for fraudulent purposes.

2.3. Data Protection and Users

- **Data:** If the App collects User data and sends it to another service/platform, this should be described in detail in the Description, as well as a notice in the operation of the App, in order for User to be warned before sending out information.
- **Malicious Code:** The Apps are not allowed to contain malicious code that affects the Customer's system operation and performs tasks that are not requested or manipulated by User.
- **Unlimited access:** The Apps are not allowed to contain features that require an activation code. Customer has ownership of their data at any point of time.
- **Licenses and copyrights:** Unless Vendor contributes to the open source community and releases the App with an open source software license (eg LGPL-3), Vendor is required to develop its features without making illegal copying. All code sources of App shall be considered the intellectual property of Vendor. Vendor shall be solely responsible for any copyright/intellectual property rights infringement relating to its App and shall indemnify Viindoo and Customer from any and liability arising from any infringement of copyright/intellectual property rights used by Vendor in the course of using.

2.4. Scoring of Apps

- Each App is reviewed based on criteria and depending on the score received, App will be shown higher or lower in the App list. Here are 5 evaluation criterias that Viindoo applies:
 - App has no icon;
 - App has no cover photo;

- The license is not declared in the manifest file;
- App has a rather poor rating (lower than 3);
- App has a description that is not “html”.
- If App does not score 5/5, Vendor needs to make corresponding amendments to improve the ranking. However, this is not a mandatory condition but this will help App to be prominently displayed on the first page of the search.

3. PRICING

3.1. Public selling price

The public selling price is the selling price of App displayed to Customer on Viindoo Marketplace interface, decided by Vendor at its sole discretion and self-adjusted right in the source code of the App. Viindoo recommends that the selling price should include related costs (warranty fees, error correction, upgrades, ...). If the selling price does not clearly indicate that the price includes OR does not include these related costs, the public selling price on Viindoo Marketplace is understood to include all of the above-related costs.

3.2. Selling price for Viindoo

Vendors agree that the selling price for Viindoo is calculated at 70% of the App's public selling price on Viindoo Marketplace, excluding the taxes and fees payable by Vendor (if any) in accordance with the regulations of Vietnam.

3.3. Taxes

Viindoo has the obligation to withhold and is responsible for declaring and paying taxes on behalf of Vendor (if any) pursuant to the Vietnam regulations before paying as prescribed in Section 4 below.

4. PAYMENT TERMS

4.1. Conditions

- When Vendor has the first Sales Order created, the system will automatically extract the quantity and price of App, Vendors' information to calculate and update into a Purchase Order. From the creation time, the Purchase Order will be continuously updated with subsequent Sales Orders and the Vendor may track the Purchase Order at all time. On the 15th monthly, the status of Purchase Order will change to “Confirmed”.
- Within 15 (fifteen) days from the date of the Purchase Order confirmed:
 - Vendor will received the previous Purchase Order value in the following month; and
 - Vendor who is required to provide a financial invoice is obliged to issue a valid financial invoice and send it to Viindoo via email: bill.aj@viindoo.com.
- When the refund request of Customer is approved:

- Viindoo will deduct the corresponding debt at the Purchase Order of the next payment period before paying Vendor; OR
- Vendor is obligated to return the refunded Sales Order value in the event that a Purchase Order does not generated in the following month.
- Viindoo is responsible for issuing a debit note when the clearing debt/return obligation of Vendor has been fulfilled.

4.2. Payment method

All payments to the Vendor will be transferred according to the given bank account information.

5. VENDOR'S COMMITMENT

- 5.1. Provide complete and accurate information, take responsibility before the law, and allow Viindoo to disclose information including:
 - Name and address of the head office of the trader, organisation, or name, and permanent address of the individual.
 - Number, date, and place of issue of the business registration certificate of the trader, or the number, date of issue, and the unit issuing the establishment decision of the organisation, or the personal tax identification number of the individual.
 - Phone number or another online contact method.
- 5.2. Perform the Application warranty obligation within 3 (three) months from the date the Order is successfully paid.
- 5.3. Handle all Customer complaints and/or refund requests recorded on the Viindoo Helpdesk system at [Request for Support](#).
- 5.4. Be responsible for answering/supporting/handling the issues that the Customer encounters or gives evidence of refusal to resolve these issues within 15 (fifteen) days from the date of receipt of the Support Request. In the event that after this time limit, the issue has not been completely resolved, Viindoo will evaluate and decide whether to refund the Customer or not based on the actual status.
- 5.5. Commit not to use Viindoo Marketplace for illegal, unreasonable, fraudulent, threatening, illegal information exploration, sabotage, creating, and spreading viruses that damage the system, configure, transmit information of Viindoo Marketplace, or use its activities at Viindoo marketplace for the purpose of speculating, manipulating the market to create fake orders and offers, even for predict market demand. In case of violation, Viindoo will take all necessary measures (including but not limited to lawsuits, applying temporary emergency measures as prescribed by law, ...) and Vendor must bear responsibility for their actions before the laws provision.

6. FAIR COMPETITION

Vendor must not engage in unfair competition practices, directly or indirectly, to damage the honour, reputation, and business activities of other suppliers, or to affect a

fair business environment at the Viindoo Marketplace platform, including but not limited to the following activities:

- Attempting to post dishonest reviews and comments about other Vendor's Apps;
- Buying Apps for the purpose of influencing the ranking order;
- Advertise the App on another Provider's module page;
- Using incomplete or untrue information and images to affect the honour and reputation of other Vendors;

...

7. IMPLEMENTATION MEASURES

For violations of this Policy by Vendor, depending on the degree of violation and the consequences arising, Viindoo reserves the right to apply the following sanctions:

- Remove App from the Viindoo Marketplace until Vendor meets the requirements in Section 2 of this Policy;
- Limit the use of the Vendor's account;
- Suspend and terminate the Vendor status;
- Suspend the payment of Purchase Orders when detecting that Vendor has the sense of brand's violation, reputation, information security, and benefits of Viindoo and/or other Vendors; or discover that the information declared by Vendor is incomplete, dishonest and inaccurate as required; or Vendor violates the regulations of Vietnam as well as the international laws. In case there are conclusive evidence that Vendor has violated, Viindoo has the right to unilaterally disable the account and withhold the entire payment amount according to the Purchase Order and email notification, at the same time, Viindoo does not have to be responsible for indemnifying Vendor.
- Recovery of money/assets obtained due to fraudulent behaviour, and related costs such as support costs, payment fees...;
- Take criminal responsibility according to regulations, depending on the seriousness of the violation and the consequences caused;
- Take civil laws, including claiming damages and/or applying for temporary relief;
- Other actions or remedies in accordance with the policies are made public at <https://viindoo.com>.

8. EFFICIENCY

8.1. Terms Independence

Each provision of this Policy is separate and separable. In the event that one or more provisions of the Policy are held to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired for continued implementation of the Policy.

8.2. Applicable Law

This Policy is interpreted and governed by the laws of Vietnam. Any dispute, claim or disagreement of any kind arising out of or in connection with this Policy, against or related to Viindoo or any party participating in the use of services on the Viindoo Marketplace, it will be resolved at the competent People's Court in Vietnam in accordance with current Vietnamese law case by case.

8.3. The entire agreement

- Viindoo reserves the all right to adjust, amend and supplement this Policy to suit actual operations and/or to be in accordance with the provisions of law by posting adjusted content, editing/modifying/adding on Viindoo Marketplace.
- The adjusted/modified/supplemented policy will take effect 5 (five) days from the date it is posted on Viindoo Marketplace. Any changes/amendments to this Policy are posted, which means that Vendor agrees to comply with such amendments/modifications/additions.

8.4. Version

This Policy is numbered version 1.0.1, issued on 18/01/2023 at Viindoo Headquarters and effective on the same date./.

For and On behalf of

VIINDOO TECHNOLOGY JOINT STOCK COMPANY

(signed)

General Director

TRAN NGOC TUAN