



## PRO-SUPPLIER ORDER FORM

REKKI Limited ("REKKI")

### CONTRACT DETAILS

|  |  |
|--|--|
| Date   |  |
| Pro-supplier Trading Name<br>("Pro-supplier" or "you", "your") |  |
| Legal Company Name<br>(if different)                           |  |
| Company Number   |  |
| VAT number   |  |
| Address  |  |
| Signatory Email  |  |
| Accounts Email<br>(if different)                               |  |
| Telephone  |  |
| Contact  |  |
| Contract Term  |  |
| Payment method   | Direct Debit   |
| Maximum order value and delivery                               | <i>Unless pre approved by REKKI in writing subject to clause 4 below -<br/><b>First order</b> shall be delivered by the Pro-supplier to a new Buyer and the invoice amount shall not exceed <b>£500</b> per first order (does not apply to Existing Buyers).<br/><b>Subsequent orders</b> invoice amount not to exceed <b>£2000</b> per order.</i> |
| Additional terms   |  |



| Commission payable by Pro-supplier for REKKI Services (“Commission”) | Commission (%) | Additional details   |
|--|----------------|--|
|  |                | <b>REKKI Invoice PrePay</b><br>This commission rate applies to all orders placed by any Buyer, paying via credit card or direct debit. See Terms for REKKI Invoice PrePay below.   |
|  |                | <b>Extended Payment Terms to Buyers</b><br>This commission rate applies to all orders placed by any Buyer approved for extended payment terms by a third party provider. See terms for Extended Payment Terms to Buyers below. |

This Pro-supplier Order Form is only valid and binding on the parties when executed by both parties and is subject to, and governed by, the Terms and Conditions set out below and the terms and conditions of the [REKKI Supplier Service Terms](#) (including the [REKKI Privacy Policy](#)) attached hereto.

- Where Extended Payment Terms to Buyers have been agreed, the Pro-supplier confirms that it has read and accepted the terms of the Supplier Addendum available [here](#) by ticking the box.

Acknowledged and agreed to by:

**Pro-supplier's name**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Role: \_\_\_\_\_

Date: \_\_\_\_\_

**REKKI Limited**

Signature: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

## Terms and Conditions

### General Terms

1. During the Contract Term (as set out above), REKKI shall be entitled to charge the above applicable Commission rate on the total Price stated on each invoice (including any VAT or other taxes) issued by a Pro-supplier to each Buyer. REKKI shall have the right to change the rate of Commission and the Additional Services Fees and/or to amend any other terms of the Pro-supplier Order Form (including these Terms and Conditions and any Additional terms) from time to time by giving the Pro-supplier thirty (30) days' written notice in accordance with clause 5.2.2 of the REKKI Supplier Service Terms. VAT will be payable in respect of the Commission.

2. Unless otherwise stated, all capitalised terms used but not defined in this Pro-supplier Order Form shall have the meanings given to them in the REKKI Supplier Service Terms.

3. Should the Pro-supplier select any optional Additional REKKI Services, Additional Services Fees (exclusive of VAT) as set out above are payable in addition to the Commission rates.



4. REKKI and the Pro-supplier agree that the first order to a new Buyer shall be by delivery to the premises of a new Buyer, as agreed between the Pro-supplier and the new Buyer. Additionally, the maximum order value for the first and subsequent orders will be as stated above and the invoice amount shall not exceed these amounts. The Pro-supplier agrees not to accept any order from Buyers exceeding these stated amounts or to have first orders from new Buyers collected from the Pro-supplier's premises without prior written consent from REKKI. This shall be a material term of the REKKI Supplier Service Terms and this Pro-supplier Order Form.
5. The Terms and Conditions set out in this Pro-supplier Order Form (including any Additional terms and the REKKI Supplier Service Terms) apply to the exclusion of any other terms that the Pro-supplier may seek to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
6. The acceptance of this Pro-supplier Order Form, as evidenced by the Pro-supplier's signature above, represents the Pro-supplier's agreement to use the Supplier App and REKKI Services in accordance with and subject to the Terms and Conditions (including any Additional terms) set out in this Pro-supplier Order Form and the REKKI Supplier Service Terms.
7. In the event of any inconsistencies between this Pro-supplier Order Form (including these Terms and Conditions and any Additional terms), the REKKI Supplier Service Terms and the Supplier Addendum, the Pro-supplier Order Form (including these Terms and Conditions and any Additional terms) shall prevail except as set out in clause 22 below.
8. The Commission and any applicable Additional Services Fees shall be invoiced by REKKI and paid by a Pro-supplier in accordance with clause 5 of the REKKI Supplier Service Terms.
9. This Pro-supplier Order Form, these Terms and Conditions (including any Additional terms) and all pricing information stated herein are confidential information.
10. The parties have caused this Pro-supplier Order Form to be signed by their duly authorised representatives.
11. This Pro-supplier Order Form is effective as of the Start Date stated above and is entered into and becomes a binding part of the REKKI Supplier Service Terms as of such date.
12. This Pro-supplier Order Form (including these Terms and Conditions and any Additional terms) shall be governed and interpreted in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute arising out of or in connection with this Pro-supplier Order Form (including these Terms and Conditions and any Additional terms) and the REKKI Supplier Service Terms.

#### **Terms for REKKI PrePay**

13. Subject to the General Terms above, and unless agreed otherwise in writing with the Pro-supplier, REKKI will initiate pre-payment of your invoices within three (3) business days, provided that:
  - a. the invoice is sent via email to [invoice+suppliername@rekki.com](mailto:invoice+suppliername@rekki.com) and received by REKKI within seven (7) days of delivery of Products to the Buyer;
  - b. each such invoice is stated to be due and payable within seven (7) days;
  - c. the corresponding order must have been placed on or after the date a Customer converted to a Buyer (ie after the chat was monetised); and
  - d. Pro-supplier has not been informed in writing and/or via the Supplier App of the Buyer being blocked from ordering on REKKI Marketplace at the time the order was placed.
14. The Commission payable to REKKI by you in this case is stated in the table above, and is payable on all invoices received from you that comply with above clause 13 effective as of the Start Date or any other date agreed between the parties in writing as being the date on which the prepayment of your invoices commences.



15. Subject to the above and as consideration for REKKI prepaying each of your invoices as described in these terms, you hereby assign to REKKI Limited your right to receive payment from your Buyers in respect of each invoice compliant with clause 13 above and issued by you via the REKKI Marketplace.

16. The assignment of your right to receive payment of an invoice operates by way of an equitable assignment which does not require notice to the Buyers to be effective. This means that your details remain as the payee on the invoice and the Payment Service Provider receives the funds, but because we have already paid the value of the invoice to you by the time the Buyer pays, we are entitled to retain the funds received by the Payment Service Provider, by way of reimbursement for our prepayment to you.

17. To avoid the need for you to collect unpaid invoices, you also agree that in the event of failure by a Buyer to pay an invoice within thirty (30) days from the date on which it is expressed to be due and payable, you hereby assign all your rights, title and interest in each such invoice to REKKI, in which case we will notify the relevant Buyer that you have agreed to legally assign that invoice to REKKI to enable REKKI to commence any necessary action to recover the funds due.

18. In order to vest in REKKI the full benefit of the interests and rights assigned to REKKI as set out herein, you shall on request sign and deliver all further documents required by law or which REKKI requests. Please note that it is possible that we may arrange a suitable finance provider to offer a similar prepayment option in future, in which case we may replace this arrangement with a new arrangement.

19. Invoices that do not meet the conditions of clause 13 above, shall not constitute equitable assignment to REKKI.

20. In the event that an invoice fails to meet the requirements for an equitable assignment to REKKI, REKKI may charge the Buyer without an equitable assignment in place and the clauses 15-18 of this Pro-supplier order form will not apply. Transfer of any amounts collected from the Buyer in this case will be initiated to you within 3 business days upon receipt of payment from the Buyer and the Commission shall be payable as per clause 14 above. Should REKKI deem that the payment cannot be collected from the Buyer, REKKI will inform you in writing. Should you receive payment from the Buyer outside REKKI for an invoice sent to REKKI, which fulfils the requirements of clause 13 above, we shall have the right to collect the amount equivalent to the pre-payment already made to you by REKKI via the payment method as agreed between you and REKKI.

#### **Extended Payment Terms to Buyers**

21. Buyers can be granted extended payment terms when placing orders on REKKI Marketplace, subject to conditions 13 (a-d) being fulfilled. The extended payment facility will be provided by an independent third party payment provider selected by REKKI from time to time. As your commercial agent, REKKI needs to obtain your agreement to offer this service to Buyers. Therefore, by ticking the above box you confirm that you have read and accepted the terms and conditions in the Supplier Addendum.

22. The Commission payable by you will be as stated in the table above and will apply to all orders received from your Buyers, unless otherwise stated in Additional terms above. This Commission will include any fees payable to the third party credit provider, which will be paid by REKKI. If there is any conflict or inconsistency between the terms of this clause 22, the REKKI Supplier Service Terms and the terms of the attached Supplier Addendum, then the Supplier Addendum shall take precedence to the extent of such conflict or inconsistency.

**END OF DOCUMENT**