# ProChek1 Vision X International Seller Agreement – Global Elite Edition

This International Seller Agreement governs the relationship between ProChek1 Vision X and approved sellers worldwide. By signing this Agreement, the Seller agrees to comply with all applicable local and international laws, marketplace rules, and the terms set forth herein. This document incorporates globally recognized best practices, enhanced incentives, and clear service commitments to ensure fairness, compliance, transparency, and seller success.

## 1. Definitions

- Seller: Any individual or entity approved to sell via the marketplace.
- Marketplace: ProChek1 Vision X platform.
- Independent Contractor: Seller is not an employee of ProChek1 Vision X.

# 2. Relationship of the Parties

- Seller operates independently and is responsible for their own taxes, labor law compliance, and expenses.
- This Agreement does not create an employment relationship and is not subject to minimum wage or employment benefit laws.

# 3. Eligibility

- Must be 18 years or older, or the legal age of majority in the Seller's country.
- Provide government-issued ID, proof of address, bank account, and tax identification number.
- Maintain Errors & Omissions (E&O) Insurance of at least USD \$1,000,000 coverage or equivalent local coverage approved by ProChek1 Vision X.

# 4. Fees & Payment Terms – Comprehensive Fee Schedule

Fee Type	Amount	Frequency	Notes
Monthly Subscription Fee	USD \$49.00	Monthly	Non-refundable, auto-billed
One-Time Administration & Processing Fee	USD \$199.00	One-time	Covers onboarding, ID verification, seller training, and account setup
Marketplace Transaction Fee	35%	Per sale	Deducted from gross sales before commission

Commission Rate	15%	Per sale	Applied to net sales after fees
Chargeback Fee	USD \$25.00	Per incident	Deducted from payout if chargeback occurs
Refund Handling Fee	USD \$45.00	Per refund	Covers return processing and restocking
Currency Conversion Fee	Variable	Per payout	Seller's bank/payment provider may charge fees

# **5. Seller Benefits & Incentives**

- Marketing Exposure Featured in newsletters, social media, and seasonal promotions at no extra cost.
- Tiered Performance Bonuses Monthly bonuses: \$50 for \$5,000 net sales, \$150 for \$10,000 net sales, \$500 for \$20,000 net sales, \$1,000 for \$50,000 net sales.
- Annual Excellence Award Regional award with \$5,000 cash prize and public recognition.
- Loyalty Rebate 10% refund of annual subscription fees for sellers in good standing for 12+ months.
- Marketing Boost Credit Free or discounted featured placement for meeting quarterly sales goals.
- Early Payout Option Weekly payouts available to sellers in good standing.
- Seller Success Support Dedicated account manager plus monthly training webinars.

## 6. Commission Structure

Base Commission: 15% of net sales (after marketplace transaction fee and refunds).

Performance Bonus: Applied after commissions are calculated.

Calculation Example:

Gross Sale Price - Marketplace Fee (35%) = Net Sales Amount

Net Sales × 15% = Commission Earned

Add performance bonus if sales targets are reached.

# 7. Example Payout Chart

Monthly	Gross Sales	Net Sales	15%	Bonus	Total Payout
Sales		(after 35%	Commission		
Volume		fee)			

10 units	\$2,000	\$1,300	\$195.00	\$0	\$195.00
25 units	\$5,000	\$3,250	\$487.50	\$50	\$537.50
50 units	\$10,000	\$6,500	\$975.00	\$150	\$1,125.00
100 units	\$20,000	\$13,000	\$1,950.00	\$500	\$2,450.00
250 units	\$50,000	\$32,500	\$4,875.00	\$1,000	\$5,875.00

# 8. Currency Fluctuation & Exchange Rate

All payouts to international sellers will be made in USD unless otherwise agreed in writing. The exchange rate applied will be based on the rate provided by ProChek1 Vision X's designated payment processor on the date of payout initiation. ProChek1 Vision X shall not be liable for changes in currency value between sale date and payout date.

# 9. Termination Appeal Process

Sellers terminated for non-compliance or policy violations may submit a written appeal within five (5) business days of receiving notice of termination. Appeals must include supporting documentation. ProChek1 Vision X will review the appeal within ten (10) business days, and the decision shall be final. This process does not apply to terminations based on fraud, illegal activity, or willful misrepresentation.

# 10. Formal Dispute Resolution Timeline

- 1. Notice of Dispute Must be submitted in writing within 30 days of the event giving rise to the dispute.
- 2. Mediation Parties shall engage in mediation within 30 days after the Notice of Dispute.
- 3. Arbitration If mediation fails, arbitration shall commence within 60 days under ICC Rules or a mutually agreed equivalent.
- 4. Final Decision Arbitrator's decision is binding and enforceable.

# 11. Insurance Equivalency Clause

Sellers located in jurisdictions where Errors & Omissions (E&O) Insurance is not available may submit an equivalent professional liability, public liability, or indemnity insurance policy for review. Approval of alternative coverage shall be at the sole discretion of ProChek1 Vision X.

# **Annex A – Regional Insurance Equivalents**

- United States & Canada E&O Insurance or Professional Liability (min USD \$1,000,000).
- European Union & UK Professional Indemnity or Public Liability (min €900,000).
- Asia-Pacific E&O, Public Liability, or Indemnity Insurance (min equivalent USD \$1,000,000).
- Latin America General Liability or Professional Liability (min equivalent USD \$500,000).

• Middle East & Africa – Local Public Liability (min equivalent USD \$500,000, approved by national authority).

# Annex B – Support & Payout Service Level Agreements (SLAs)

- Seller Support Response Time Initial response within 48 hours.
- Payout Processing Standard payouts within 14 days; early payouts within 7 days for eligible sellers.
- Appeal Review Completed within 10 business days of receipt.
- Technical Issues Critical issues resolved within 72 hours; non-critical within 7 business days.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) written below.

SELLER INFORMATION:	
Name:	
Address:	
Email:	
Phone:	
Signature:	Date:
PROCHEK1 VISION X REPRESENTATIVE:	
Name:	
Title:	
Signature:	Date:

# **Exhibit C – Annual Seller Recognition Program**

The ProChek1 Vision X Annual Seller Recognition Program rewards top-performing sellers across multiple categories to recognize excellence, dedication, and contribution to the marketplace. Awards are based on sales performance, customer satisfaction, compliance with marketplace policies, and overall contribution to the Vision X brand.

## **Award Categories**

- Global Seller of the Year Awarded to the highest-performing seller worldwide based on total net sales and customer satisfaction ratings.
- Regional Seller of the Year One seller from each geographic region (North America, Europe, Asia-Pacific, Latin America, Middle East & Africa).
- Customer Service Excellence Highest average customer rating with at least 500 transactions.
- Innovation Award Seller demonstrating exceptional creativity in marketing, product presentation, or sales strategy.
- Rising Star Award New seller (less than 12 months on the platform) achieving exceptional growth and performance.

#### **Judging Criteria**

- Net Sales Volume 40% weight
- Customer Satisfaction Rating 30% weight
- Compliance with Marketplace Policies 20% weight
- Brand Contribution & Engagement 10% weight

#### **Benefits for Award Recipients**

- Cash Prize Global Seller of the Year: USD \$10,000; Regional Seller of the Year: USD \$5,000.
- Marketing Feature Prominent placement on the Vision X homepage and in global promotional campaigns.
- Exclusive Badge Special award icon displayed on all product listings for 12 months.
- VIP Seller Event Invitation All-expenses-paid invitation to the annual ProChek1 Vision X Seller Summit.
- Press Release & Social Media Coverage Public announcement and recognition across all Vision X communication channels.

#### **Selection Process & Timeline**

Nominations are automatically generated based on performance data at the end of each calendar year. Finalists are reviewed by the ProChek1 Vision X Seller Excellence Committee, with winners announced in Q1 of the following year.