

Merchant Pick-Up Station and Micro-Hub Operations

Consignor-Consignee Agreement

This Consignor-Consignee Agreement (the "Agreement") states the terms and conditions that govern the contractual agreement between [CONSIGNOR-MERCHANT-A], located at [ADDRESS - PRIMARY ADDRESS IN KYC] (the "Consignor") and [CONSIGNEE-MERCHANT-B], located at [ADDRESS - PRIMARY ADDRESS IN KYC] (the "Consignee") who agree to be bound by this Agreement.

WHEREAS, both consignee and consignor mutually and beneficially agreed to utilize the Pick-Up Station or Micro-hub feature within the CashCart platform to maximize the business potentials of each trade and agreed to be bound by the platform and this consignee-consignor terms and conditions.

WHEREAS, both consignee and consignor agreed that their activities within the platform value-added feature are on their free and voluntary will and act, and CashCart platform; its subsidiaries; affiliates; directors; owners; incorporators; and employees is in no way related to any transaction acted and created upon between the parties-consignor and consignee utilizing the said feature in the platform, and waive CashCart of any responsibilities and disputes that may arise between them, although but not limited to mediation of disputes by CashCart platform.

WHEREAS, the Consignor willing desires to consign - store, sell, and acquire service (packaging) to a consignee – pick-up station or micro-hub that allowed any categories and number of legitimate items from clothes to cars.

WHEREAS, the Consignee accepted the request of the consignor and bound to this Consignee - Consignor policies and agreement.

WHEREAS, both has reviewed and understood the smart contract embodied herein

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consignor and the Consignee (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

GENERAL POLICY

1. **Consignee Acceptance:** As soon as the item or goods has been accepted by the consignee for consignment, the consignor will be automatically notified by the system thru SMS, web, app, and email. In return, the consignor must act to broadcast pick-up by Pick-O for immediate delivery fulfilment to the consignee.
2. **Consignee Receiving and Confirmation**
 - a. Consignee must open first the sealed box or plastic in-front of Pick-O deliverer for item and goods checking and validation to be consigned prior to receiving.
 - b. Only upon careful check and validation of the items as to volume, pieces, dimension sizes (LxWxH) weight, description and specification, the consignee allows and consented Pick-O Deliverer to scan his/her QR Code signifying the item has been delivered, received and NO disputes or failed deliveries. Otherwise, the consignee can refuse to accept the consigned items or goods.
3. **Smart Contract:** Once a Consignee accepted the requested item or product for consignment, a smart contract- an electronic agreement between the consignor and consignee will be auto generated by the system and will be sent to respective email.
4. **Returns of Items back to Pick-Up Stations or Micro-Hub.** When an ordered item is in dispute or failed delivery, Pick-O will pick-up and return back to the consignee where it is stored until such time it is pulled-out by the Consignor.
5. **Repackaging and Sealing of a Returned Item:** Consignee and its authorized receiver shall and must reseal a returned item in the presence of a Pick-O deliverer.
6. **Waiver:** Consignor and Consignee to the extent permitted by law, agree not to hold any of the Company and its respective past, present and future employees, officers, directors, contractors, consultants, equity holders, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (the “**Cashcart Team**”) liable for any losses or any special, incidental, or consequential damages arising from theft, pilferages , acts of nature , acts of human nature, etc. occurred within the pick-up stations or micro-hub, or in any way connected, to the consignee-consignor agreement or any sale transaction between consignment parties, including their losses associated with the terms set forth in this Consignor and Consignee Agreement.

7. **Force Majeure** - The consignee will become free of liability of the consigned products when force majeure occurs. The consignee must show proof to validate his claim.

8. **Pull-Out**

- a. *Consumable and perishable goods* like breads, eggs and the like must be pulled out on time else, the consignee will have the full right to dispose-off the goods.
- b. *Dry Goods* – A week before the pull-out date, the system starts to remind the consignor of the pullout schedule. In the event that the consignor fails to pull out his/her items, the system will auto apply a 60day or 120day grace period. After the grace period and the consignor still fails to effect pull out, his/her consigned merchandise will be forfeited in favor on the consignee or shall be subject to auction.
- c. *Penalty* – The consignor is liable to pay the accrued storage fee of the grace period. Else s/he can no longer re-consign with the same consignee; and the system will auto-block a consignor for future consignment with other participating pick-up stations or micro-hubs.
- d. *Extension* – The consignor can and may extend the consignment prior to the end of contract. In the event that the contract has been ended but still within the grace period, the consignor had to re-subscribe the services with the consignee by clicking the available “Extend” from the Inventory Management.

9. **Own Packaging:** Consignor must only use own sealed secured box or packaging when sending an item or goods to consignee.

NO RIGHT TO SELL. The Consignor hereby prohibits the Consignee the exclusive rights to display and sell the Consigned Items according to the terms and conditions of the smart contract.

FEE. The Consignor must pay the storage fee and packaging fee according to the smart contract offered by the consignee.

CONSUMABLE AND PERISHABLE GOODS. Consignor is responsible to pullout consumable and perishable item on time, else the consignee will have full rights to dispose-off immediately the goods three (3) days after the expiry date of consignment in order to keep the storage sanitized and free from foul odor brought by rotten goods.

DRY GOODS. The consignor must be aware of its own pullout schedules. On the other hand, CashCart system will continue sending pullout notification to the Consignor. In the event that the Consignor failed to pull-out within the time frame, the system will activate a 60 days grace period for Consignor to pull out stored items worth P200,000 and below. After the grace period and the items have not been pulled out, the items will be forfeited in favor of the Consignee, or sold into auction. And, for good(s) or items worth P200,000 and above, the system will activate a 120 days grace period for Consignor to pull out the items. After the grace period and the items have not been pulled out, the goods or items will be put into auction by the Consignee.

FORFEITED STORED GOODS WORTH PHP 200,000 ABOVE FOR AUCTION? Auction price less accrued storage fee + 30% of the total auction sale of the item will be the NET PRICE for the Consignor. Consignee will have the sole volition as to what fair auction sale amount the forfeited goods will be put into auction. Consignee to notify the Consignor in writing by email.

FEES (STORAGE AND PACKAGING): Suggested Storage and Packaging Fees

Products Category	Subcategory	Suggested Storage Fee PER DAY (PHP)	Suggested Packaging Services Fee PER ITEM (PHP)
Agricultural	Fertilizer (Organic/Non-Organic)	1	15
	Fruits & Vegetables	1	15
	Planting Supplies	1	15
	Poultry & Livestock	-	-
	Rice & Grains	1	
Automobile & Motorcycles	Automotive, Gadgets and Motorcycle	1	20
	Accessories	1	20
	Auto Replacement Parts	1	20
	Auto Sale	1	20
	Car Electronics	1	20
	Car Lights	1	20
	Car Repair Tool	1	20
	Car Wash & Maintenance	1	20
	Exterior Accessories	1	20

	Interior Accessories	1	20
	Motorcycle Accessories & Parts	1	20
	Other	1	20
	Other Vehicle Parts &	1	20
	Accessories	1	20
	Tools, Maintenance & Care	1	20
Baby & Toddler	Clothing & Accessories	1	20
	Baby Gear, Health & Safety, Gifts, Maternity Care, Nursery	1	20
	Diapers & Potties and Feeding & Nursing	1	15
	Kids (Growth Milk Formula)	1	15
	Kids (Bags and Clothing)	1	15
Beverages			
Cameras	Accessories (Flashes and Memory Cards), Lenses	1	20
	Accessories	1	20
	Drones	1	20
	Bridge, DSLR/SLR, Mirrorless, Point and Shoot	1	20
	Camcorder and Instant Camera	1	20
	Gadgets & Other Cameras	1	20
Clothing & Accessories	Apparel & Accessories	1	20
	Costumes & Accessories	1	20
	Men's Clothing	1	20
	Novelty & Specialty Use	1	20
	Sportswear	1	20
	Women's Clothing	1	20
	World Apparel	1	20
Computer & Office		1	20
Computers & Laptops	Computer Components, Desktop Computers, Laptops, Printers and Accessories, Scanners and Storage	10	20
	Computer Accessories (PC Speakers/Gaming Headsets)	10	20

	Computer Accessories	10	20
	Network Components	10	20
	Projectors	10	20
	Software	10	20
Consumer Electronics	Accessories & Parts	10	20
	Camera & Photo	20	20
	DIY Parts	10	20
	Electronic Cigarettes	10	20
	Games & Accessories	10	20
	Home Audio & Video	10	20
	Equipment's	10	20
	Other Consumer Electronics	10	20
	Portable Audio & Video	10	20
	Portable HiFi	10	20
	Power Source	10	20
	Smart Electronics	10	20
Cooperative Products		1	15
Electrical		10	20
Electronic Components & Supplies		10	20
Fashion	Kids, Men, Women and Shop the Style	5	20
Father & Son		5	20
Food	Korean Food Products	1	-
Furniture		20	-
Groceries	Food, Beverages, and other grocery items	.5	-
Hair & Accessories		5	20
Hardware & Construction Supplies	Cement	-	-
	Gravel	-	-
	Nails & Crew	5	-
	Paints	5	-
	Pipes & Fittings	10	-
	Sand		-
	Steel	2	-
	Wood (Processed)	2	-

Heavy & Earthwork Equipment	Backhoe/Excavator	-	-
	Crane	-	-
	Dozer	-	-
	Dump Trucks	-	-
	Forklift	-	-
	Other	-	-
	Payloader	-	-
	Trailer	-	-
	Trucks	-	-
Health & Beauty	Bath and Body, Beauty Accessories, Face, Food Supplements and Weight Management, Fragrances, Gift Sets, Hair Care, Health and Personal Care, Luxury Beauty, Make-up, Medical Equipment, Men's Care, Personal Pleasure and Shapewear	1	20
	Wellness	1	20
Home Appliances	Cool and Heating	10	-
	Small Kitchen Appliances, Garment Care, Housekeeping	10	20
	Large Appliances	10	-
Home & Garden	Arts, Crafts & Sewing	2	15
	Collectibles	10	15
	Festive & Party Supplies	10	15
	Garden Supplies	10	15
	Home Decor	10	15
	Home Storage &	10	15
	Organization	10	15
	Home Textile	10	15
	Household Merchandises	10	15
	Kitchen, Dining & Bar	10	15
	Pet Products	10	15
Home Improvement		-	-

Home & Living	Bath, Bedding, Furniture, Home Décor, Home Improvement, Kitchen and Dining, Lighting, Outdoor and Garden, Pets, Seasonal, Stationery and Storage Organization	10	20
Industrial Motors	Drive Motors	-	-
	Generators	-	-
Jewelry & Accessories		-	-
Lights & Lighting		10	20
Luggage & Bags	Bags and Backpacks, Luggage and Travel Accessories	10	20
Media, Games & Music	Books, eBooks, Games, Gaming, Magazines, Movies, Music, Musical Instruments and T.V. Series	10	15
Mobiles & Tablets	Mobiles, Tablets and Mobile Broadband	10	20
	Landline Phones, Batteries and chargers	10	20
	Mobile accessories, Tablet accessories	10	20
	Pre-paid cards	.5	-
Mother & Kids		1	15
Office & School Supplies		1	-
Phones & Telecommunications		10	20
Security & Protection		10	-
Shoes		5	20
Sports & Entertainment	Accessories, Crafts, Fan Shop, Food Supplements and Weight Management, Games, Individual Sports	10	20
	Helmets & Protection	5	20
	Outdoor and Adventure	10	20

	Outdoor and Adventure (Triathlon and Water Sports)	10	20
	Shoes and Clothing, Sports Watches and Sunglasses, Sports Bags, Team Sports and Yoga & Fitness	10	20
Tools		10	20
Toys & Hobbies	Toys & Games	2	20
Tribal & Ethnic		-	-
TV, Audio/Video, Gaming & Wearables	Television	10	20
	Video, Audio, Home Audio & Theater	10	20
	Gaming (Gaming Consoles)	10	20
	Gaming (Gaming Accessories)	10	20
	Gaming (Games)	10	20
	Gadgets	10	20
	Accessories	10	20
	Wearable Technology	10	20
Watches Sunglasses & Jewelry	Kids, Men and Women	10	20
Weddings & Events		-	-
Wet Market	Farm Fresh Vegetables	-	-
	Fish and Seafoods	-	-
	Fresh Chicken & Eggs	-	-
	Fresh Fish and Seafoods	-	-
	Fresh Fruits	-	-
	Ingredients & Condiments	.5	15
	Meat (Fresh & Frozen)	-	-
	Rice, Sugar & Salt	.5	-

Annex 9 Table 2: CashCart - Pick-O Delivery and Logistic Standard Packaging


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Pick-O Box		Pick-O Packaging Price
Needs to fit in the product size, applicable for most product types	Pick-O Box SML 2 30x24x15	
	Pick-O Box SML 2. 30x24x15	
	Pick-O Box SML 36x27x18	
	Pick-O Box MED 46x30x23	
	Pick-O Box LARGE. 60x36x32	
Own Carton Box needs to fit in the product size, applicable for most product types with HxWxL/ weight above 21kilograms		

<p>Pick-O Plastic</p>		
<p><u>Pick-O Packaging Plastic</u> Applicable for most product types with specific size and weight not more than 3 kilograms</p>		
	<p>Small 30cm x18.6 cm</p>	
	<p>Medium 39.8 cmx23.7cm</p>	
	<p>Large 44.7cmx 28.8 cm</p>	
	<p>Ex-Large 50.5 cm x 30 cm</p>	
<p>Pick-O PET Plastic</p>		

<p>Pick-O PET Transparent Plastic Applicable for most product types with specific size and weight not more than 20 kilograms</p>		
	<p>Small PET Plastic</p>	
	<p>Medium PET Plastic 30 cmx23.7cm</p>	
	<p>Large PET Plastic 44.7cmx 28.8 cm</p>	
	<p>Extra Large PET Plastic 50.5 cm x 30 cm</p>	
	<p>XX Large LDPE Plastic</p>	

Standard Packaging Support

<p>Own Carton Box of varied sizes that needs to fit in the product size, applicable for most product types (Items/Goods/Products with total weight of 21kilos above)</p>	
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<p>Parcel Tape: To binds products and keep the products not to fall out during delivery</p>	
<p>Bubble Wrap: To avoid liquid entry and shock or damages</p>	
<p>Plastic Wrap To seal and bind together an item(s) against scratches, pilferage</p>	
<p>Foam: It is an elastic, water absorption cushioning to reduce collision impacts</p>	
<p>Wooden Frame/Crate for heavy and/or fragile goods and products</p>	
<p>Soft Foam prevents scratches to wrap fragile and breakable products</p>	
<p>Cement Paper: Waterproof packaging to cover mild goods and products that need special handling</p>	

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SUGGESTED CHANGES OF CONSIGNEES FEES: (Changes in Suggested fees - Storage and Packaging should notify Consignor Fifteen(15) days prior to any fee adjustments) .

PENALTIES. Either Consignor or Consignee can be penalized. In the event that the Consignor failed to pull-out his/her items after the grace period, the Consignee is liable to pay the grace-period penalty fee which is equivalent to the storage fee agreed beforehand. If the Consignee failed to take care of the stored items, s/he is also liable to pay the Consignor for the amount + shipping of the items. In case of a failed preparation or packaging and the Pick-O or the Merchant has to cancel the order, the Consignee is liable to pay for the shipping fee. The shipping fee is paid to the service of the Pick-O.

EXTENSION. In case the Consignor has no plan to pull-out the dry goods, s/he can contact directly the Consignee for extension of the consignment contract. In case both come to agree, the Consignee has to press "Extension" button for our system to initiate an extension request notification to the Consignee, in which the Consignee has to accept the request through his CashCart account.

INSURANCE. The Consignee represents and warrants that the Consignee shall maintain required insurance coverage (such as Insurance against Fire and Theft or Pilferage) sufficient to compensate the Consignor for the fair market value of the Consigned Items in the event of damage due to fire, theft, or otherwise.

LOCATION OF ITEMS. The Consignee agrees and acknowledges that the Consigned Items shall only be kept and stored at [MERCHANT-B PRIMARY ADDRESS] unless otherwise agreed upon by the Consignor in writing.

MANAGEMENT AND STAFFING (Key Insurance). Consignee agrees to provide or acquire services of insurance company accredited by CashCart to protect and secure merchant-seller-consignor interest against key staff malversation, theft , pilferage and the like for a Micro-Hub operations with consigned products more than 1000 SKU's. This is subject to critical inspection and due-diligence of the Insurance Policy by CashCart when necessary during normal hub operating hours.

CONSIGNOR REPRESENTATION. The Consignor hereby represents and warrants that it holds full title (or has received, in writing, the authorization to sell the Consigned Items by any necessary parties) to the Consigned Items.

EXPENSES. The Consignor shall bear all expenses for shipping and pull-out the Consigned Items to and from the Consignees micro-hub.

AMENDMENT: This Agreement may be amended anytime by CashCart should it makes it necessary so for the improvement and enhancement of the platform, and Consignee and Consignor will be provided a Thirty (30) days electronic (email) notices prior to effect of any such amendment to be made.

NO MODIFICATION UNLESS IN WRITING. No modification of this Agreement shall be valid unless in writing to CashCart subject to platform general policies by the consigning parties.

APPLICABLE LAW. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the REPUBLIC OF THE PHILIPPINE and subject to the exclusive jurisdiction of the state courts located in the PHILIPPINES.

IN WITNESS WHEREOF, each of the Parties has executed this Contract electronically, both Parties by its duly authorized officer, as of the day and year set forth below.

[CONSIGNOR]

[NAME] DATE



[CONSIGNEE]

[NAME] DATE

