

**CashCart Infinity Shopping Corporation
&
Pick-O Delivery and Logistics, Inc.**

DELIVERY (FLEET) PARTNERSHIP AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is entered this _____,
by and between

(Name of Business/Company), duly registered and existing under the laws of the Republic of the Philippines, with official business address at _____
represented by its _____
(Name of Representative and Position Held), herein referred to as the **FIRST PARTY**.

AND

(Name of Business/Company) represented by _____
(Name of Representative and Position Held) with business address at _____,
herein referred to as the **SECOND PARTY**;

W I T N E S S E T H

WHEREAS, the **FIRST PARTY** is an online global shopping and e-marketplace platform built on Blockchain Technology in parallel with its smarter and faster delivery and logistics using Google, WAZE and LORAWAN – all enabled and powered by web and mobile application technology.

WHEREAS, the **SECOND PARTY** is a company engaged in delivery and logistics business and expressed its intention, readiness, willingness and capability to participate as Delivery (Fleet) Partner (DFP) – a delivery and logistics partner program of the First Party’s e-marketplace and delivery platform in web and mobile applications, and agreed to the following delivery and logistics platform policies and guidelines that will be stated hereunder agreement.

NOW THEREFORE, the **SECOND PARTY** agreed to participate with the DFP program of the **FIRST PARTY** to observe and to do the following protocols, policies, terms and conditions:

I. General Terms and Conditions:

1. **Delivery (Fleet) Partners (DFP)** operate in a virtual marketplace of **CashCart Infinity Shopping Corporation and Pick-O Delivery and Logistic, Inc. platform** on the Internet through web and mobile applications wherein the seller and member shopper are brought together to sell and to buy products, and deliver the fulfillment of purchased products and services through the smarter and faster delivery services of Pick-O.
2. **Terms and Conditions** is declared as a legal binding between the Delivery Fleet Partner (DFP) and the Company which shall govern the relationship between the Company and Delivery Fleet Partner, riders and drivers.
3. **Delivery Fleet Partner (DFP)** is involved in the relationship between the merchant and buyer within the CashCart e-marketplace platform that allows seller to list offers and buyers to accept wherein during operational needs the **Delivery Fleet Partners (DFP)** acts and perform to fulfill the delivery of products or goods to the member shopper.
4. An entity and an individual resident of the Philippines can register as a Pick-O Delivery Fleet Partner or deliverer.
5. DFP must not encourage minors and persons who are not able to act on their own behalf and are excluded from using the Platform, e.g., person with impaired vision, person with disability, or the like.
6. There is no entitlement in personal or entity status to register on the Platform or to become a member.
7. Pick-O Delivery Fleet Partner (DFP) or Driver is entitled to refuse registration when it is not applicable to his or her will.

II. **Delivery Fleet Partner (DFP) Registration Policy:**

A. **Website Registration: <https://pick-o.com>**

To obtain access to our Services you must register on our Website. Registering using our Website may utilize and avail the services of, but not limited to:

1. Not creating an account for anyone other than your company;
2. Not creating a false identity or misrepresent an affiliation with another person or entity;
3. Not adopting a username or password that we, in our sole discretion, consider offensive;
4. Not providing any false information;
5. Ensuring that the information you provide to us, including your contact information, is always accurate, complete and up to date;
6. Providing your company details (including your password) to any other person or do anything that may impact on your security;
7. Agreeing that we may remove or block a user for any reason including, without limitation, if we believe that the user utilizes our Services inappropriately;
8. Warranting that all drivers and riders register under DFP are all at least 18 years of age; and

9. Agreeing to receive notification from us by way of email, SMS or telephone in relation to any of our Services.

For Delivery Fleet Partners only

10. Depositing P50,000 to CashCart Infinity Shopping Corporation or at Pick O Delivery and Logistic, Inc. as refundable *Cash Bond*

11. Agreeing to deposit P20,000 to Pick-O Delivery and Logistic, Inc. as non-refundable platform system joining fee

B. Don'ts during website registration:

You must NOT:

1. Collect or solicit material about any other person, including email, contact details or login information (including passwords) from our Website;
2. Attempt to gain unauthorized access to any part of our Website using another person's name, details or password;
3. Use the Website to include, list, upload, post or transmit any information or material that contains Prohibited Content, or which is otherwise prohibited by law or these terms and conditions in any manner or for any purpose;
4. Use our Website or any service provided through our Website to conduct surveys, contests, pyramid schemes, send spam, junk email or other unsolicited messages; without our prior written consent, frame any of the content of **Pick-O Delivery and Logistics, Inc.** or incorporate into another website or other service any of our intellectual property.

C. Riders and Drivers Management and Ethics

1. Managed Riders or Drivers must not send spam message;
2. Managed Riders or Drivers must not annoy or harass any person;
3. Managed Riders or Drivers must not collect or harvest any personally identifiable information;
4. Managed Riders or Drivers must not store, permanently download or redistribute content from our Website other than as intended or as specifically agreed by us in writing;
5. Managed Riders or Drivers must not transfer material to another person or 'mirror' materials on any other server;
6. Managed Riders or Drivers Mobile Phone must be always in good working conditions and capable of accessing the Internet;
7. Managed Riders or Drivers Vehicle to be used and registered must not be related to any illegal relationship with others;

8. Managed Riders or Drivers must always wear the company uniform during operational delivery days;
9. Managed Riders or Drivers must observe proper cleanliness and personal hygiene prior to the start of the day's work;
10. Managed Riders or Drivers - Pick-O Drivers (especially riders) should always wear personal driving safety and protective gears;
11. Managed Riders or Drivers must read and understand the Driver's Terms and Conditions and clause found in the Pick-O Delivery and Logistics App;
12. Managed Riders or Drivers must abide to the rules and regulation of the company **Pick-O Delivery and Logistic, Inc.** to protect the mutual interest, Buyer, Merchants and the Drivers' interest; and
13. Managed Riders or Drivers need to immediately inform **Pick-O Delivery and Logistics, Inc.** of any loss or changes in the mobile number registered on the platform.

D. DFP Allows CashCart and Pick-O Use of Information:

We may use your company's data for purposes including, without limitation, to any of the following:

1. to process your registration for our Services;
2. to process payment transactions made by you;
3. to respond to enquiries or requests from you and provide customer service;
4. to send you information, notices, updates or to otherwise contact you when necessary;
5. to help us provide, maintain, develop, test, enhance and personalize our Services to you;
6. to diagnose and resolve any problems with the Services;
7. to detect or investigate any prohibited, illegal, unauthorized or fraudulent activities;
8. to monitor and analyze user activities and demographic data including trends and usage of the Services;
9. to generate and/or track anonymous analytics data;
10. to back up our systems and allow for disaster recovery;
11. to comply with any law, court order or other legal compulsion;

III. Delivery Services Payment and Rewards:

1. **Delivery (Fleet) Partner (DFP)** automatically collects the delivery payment on **real-time** after completion and/or fulfilment of every delivery.

2. **Delivery (Fleet) Partner (DFP)** is paid real-time by CashCart through Pick-O Web and/or mobile applications (auto-system generated) at **EIGHTY-TWO PERCENT (82%)** for every gross delivery cost paid by CashCart member shopper.
3. **Delivery (Fleet) Partner (DFP)** is allowed only to settle payments to its drivers and riders not below SEVENTY FIVE PERCENT (70%) of every delivery fee(s) for managed drivers-vehicles covered under DFP Management. However, DFP has its own volition to decide how much payments it will share with Pick-O Riders and Drivers above 70% but not to exceed 82% to protect the interest of other private and individual Pick-O Riders.
4. **Delivery (Fleet) Partner (DFP)** that operates *owned vehicles and fleet* with hired riders or drivers can freely decide as to how much it shall pay its driver and riders
5. **Delivery (Fleet) Partner (DFP)** can accept COD (cash-on-delivery) for the maximum of Php 50,000 worth of items which is equivalent to its cash bond.
6. **Delivery (Fleet) Partner (DFP)** can opt to open a Union Bank account (CashCart and Pick-O bank partner for transaction payments) to achieve hassle-free cost of real-time switch and remittance of its services revenue; or register other bank account/s subject to remittance transaction fees charged by PESONET facility.
7. **Delivery (Fleet) Partners (DFP)** is excluded from availing the Cash Piggy Fund found in the Riders and Drivers Mobile app and can be viewed in Pick-O web. Only Pick-O Riders and Drivers can avail of the said bonuses and rewards which CashCart and Pick-O companies directly provide for every fulfilled delivery transaction.
8. **Delivery (Fleet) Partner (DFP)** agrees for an allotted time by the platform system of 2 to 3 weeks to temporarily collect and receive its revenue payouts in corporate checks during the designated day and time payout period in a week and weekly Switch cut-off period prior to automatic engagement in real-time payments within the system.

IV. Management of Owned Vehicle/Fleets with hired Riders or Drivers to be a Pick-O:

A. Owned and Managed Vehicle or Fleet Qualification

1. To qualify as DFP, you must own at least 3 Vehicles (Motorcycle, MPV, Van or truck(s)) to be a DFP.
2. Vehicles not more than 7 years and in good running condition (for Motorcycle, Vans and MPVs), unless certified as reconditioned (for MPV's).
3. Trucks not more than 12 years for huge-bulk and long haul, unless certified as reconditioned.

B. Riders and Drivers

1. Must be screened and qualified riders and drivers with clean CV record
2. Must encourage Riders and Drivers to attend conduct of validation and regularly announced training updates for Pick-O Mobile Application operations from time to time.

V. Management of Vehicle owned by Third Party with Pick-O Riders-Drivers:

If you are registering as a rider or driver **with non-company-owned vehicle in performance of this agreement as DFP**, and for utilizing our Platform on behalf of another person or entity, you must:

1. Screen and qualify vehicles not more than 7 years and in good running condition (for Motorcycle, Vans and MPVs, unless certified as reconditioned (for MPV's) and are duly registered;
2. Screen trucks not more than 12 years for huge-bulk and long haul, unless certified as reconditioned;
3. Screen and qualify riders and drivers with clean CV record to join DFP;
4. Encourage Riders and Drivers to attend conduct of validation and regularly announced training updates for Pick-O Mobile Application operations from time to time;
5. Represent and warrant that DFP is authorized to register and join the vehicle to be part of the DFP Fleet, and that the vehicle owner, person or entity has given consent; and
6. Be a registered business with a minimum required number of vehicles as stated in (1), or a business entity allied with delivery or logistic services, or a person or entity authorized to enter legally as a DFP registrant.

VI. Cash Bond and Joining Fee:

1. Cash Bond of Php 50,000 upon signing of contract for Delivery Fleet Partners
2. Joining Fee as DFP, Php 20,000 upon web registration
3. Joining Fee of Php 1,800 for every Pick-O Rider or Driver onboarded under DFP availing of the following inclusions:
 - a. One (1) Pick-O Sleeve Shirt Uniform with printed DFP logo on the left arm
 - b. 2,500 worth of CCNX load as welcome gift
 - c. Unionbank EON Card

VII. Insurance:

DFP for non-COD delivery transaction, when necessary and required by the Merchant-Seller, to pick up and transport goods of large and bulk quantity, must provide pertinent insurance against theft, loss and the like to protect the interest of the merchant-seller of which payment in premium shall be agreed upon between the DFP and Merchant-Seller.

VIII. DFP Optional Support to Managed Riders and Drivers:

To effect smooth flow of Pick-O Riders and Drivers' pick-up of good(s) from CashCart's merchant-seller for delivery by COD Payment method, DFP is encouraged to manage the needs of its riders and drivers particularly on the reloading of CCNX for COD deliveries as Accredited CCNX P2P Reloader.

IX. DFP as Accredited CCNX Loader:

DFP can opt to be a CCNX P2P loader to assist its riders and drivers for COD activities/operations. CashCart suggests for Peer-2-Peer (P2P) Cash-in not to exceed more than Php 3.00 discount for every 100 CCNX Cash-in, or even on P2P Cash-Out fee. DFP Minimum Cash-in loading must be equivalent to 20,000 CCNX.

X. P2P Cash-In and Cash-Out Policy Waiver:

DFP waives CashCart or Pick-O of any responsibility when it engages in P2P Cash-in and Cash-out activity with its Pick-O riders and drivers.

XI. Utilization of CashCart and Pick-O online platform:

1. CashCart and Pick-O delivery Services are available only to individuals over the age of 18 years and, provided they are in well-being to perform the task and duties.
2. CashCart and Pick-O delivery Services are available only to interested entities who would participate as DFP, provided they conform with business compliances and the KYC required by CashCart and Pick-O Delivery and Logistic, Inc.

XII. Penalty and Responsibility:

In case of loss, stolen, or damage/s due to force majeure or any act of inevitable accident/s, the penalties hereinafter will be shouldered by the DFP.

XIII. Volume or Bulk Delivery Policy:

The required volume or bulk is 100 to 150+ parcels capacity for an MPV Vehicle that can pick up parcels/items from respective and designated Cross-docking Hubs, or in case-to-case basis as can be allowed by the system – from Merchant Consolidator Hub or Pick-Up Station (Micro-hub).

XIV. Management of Pick-O Deliveries:

Delivery management or fleet management examines how goods are transferred from one location to the next. Deliveries are aimed to be more cost-efficient and delivered in no time while maintaining a high level of service. Such time and money-saving means include reducing liability costs and route optimization, and smart dispatch using our Pick-O delivery App through **WAZE** and **LORAWAN Technology**.

XV. Delivery and Dispatch to and fro Cross-Docking Hubs (CDH):

1. Goods/Items Returns due to failed deliveries

Goods/items returned due to failed deliveries will be coursed back to CDH duly received and acknowledged by CDH Receiving Staff

2. Goods/Items Returns due to CashCart shopper-merchant disputes

Goods/items picked-up by Pick-O Rider/Driver broadcast by Merchant to be returned must be coursed back to CDH and duly received and acknowledged by CDH Receiving Staff

3. Inter-provincial cross-docking policy:

a. DFP will be notified on time of cut-offs and dispatch

b. DFP will be trained and informed on the process of receiving, sorting and dispatch policy (Pick-O Riders and Drivers)

XVI. Deliveries to Pick-Up Stations or Micro-Hubs:

Pick-O has dedicated Micro-hubs located in the strategic areas.

XVII. Insurance:

Insurance or any Bulk Delivery as may be required by the Merchant.

XVIII. Terms and Termination of the Relationship:

1. This DFP Agreement expires yearly from the date of signing and automatically renewed, unless notice is given in writing or by email to cancel the services due to any illegal matters at least (5) days prior to expiration of this agreement.
2. The DFP may delete their account at any time upon notice to Pick-O Delivery & Logistic, Inc., provided that (i) their account has a positive balance and no money is owed to CashCart, Pick-O Delivery & Logistic, Inc., member-shopper, member-merchant and DFP Pick-O Drivers; (ii) the DFP does not currently have any obligation to Pick-O Driver's and Pick-O Platform; and (iii) the DFP is not involved in an any operations against the company.
3. DFP may reimburse back the cash bond less any incurred payables or obligations 15 days after its formal notice of voluntary account deactivation.
4. Violation of the terms and conditions of this agreement.

XIX. Compliances and KYC Requirements:

DFP is validated as verified if compliant to the necessary permits required by CashCart as of the delivery. KYC is performed by artificial intelligence based on the inputs of members' data either for merchant, shopper or supplier.

XX. Activity Prohibition:

Activities on the part of the Customer, such as utilizing non-**Pick-O** software, scripts, or other mechanisms that could interfere with or overload the proper operations of the Platform are prohibited.

XXI. Contact Information:

From time to time, you agree that we may use your Personal Data including your phone number to contact you to inform you about our latest products and services, promotional offers and other marketing information. You may opt not to receive such information by contacting us or by sending us a letter addressed to **PICK-O DELIVERY AND LOGISTICS, INC.**, 15D Future Point Plaza III, South Triangle, Panay Ave., Quezon City.

XXII. Off-Boarded:

I acknowledge that all the marketing materials shall remain the company property under **Pick-O Delivery and Logistic, Inc.**

DFP agree to voluntarily return in good condition such offline marketing materials within five (5) business days from being off-boarded from the Platform without need for demand from Pick-O Delivery and Logistics.

I understand, and agree that if my company is off-boarded from the Platform, I am automatically forfeiting my "Initial Credits," and authorizing **Pick-O Delivery and Logistic, Inc.** to reclaim any amount on my Account and any outstanding balance without prejudice to any claim, action (civil, criminal, administration or quasi-judicial) which **Pick-O Delivery and Logistic, Inc.** may take in order to protect the interests of the company.

XXIII. Amendment:

This Agreement can be amended through changes in CashCart and Pick-O policies that shall be mutually applied to the Platform, and any additional terms and conditions mutually agreed upon this agreement shall become part and parcel of this agreement.

IN WITNESS WHEREOF, we hereunto set our signatures this _____ in _____.

(NAME OF REPRESENTATIVE)

**(NAME OF REPRESENTATIVE/
INDEPENDENT DRIVER)**

**CashCart Infinity Shopping Corp.
Pick-O Delivery & Logistic, Inc.**
(Signature over Printed Name)

(Name of Company/Affiliation/Independent Driver)
(Signature over Printed Name)

Date:

Date:

