

## **Merchant Pick-Up Station and Micro-Hub Operations**

### **MICRO-HUB AGREEMENT**

This Micro-hub Agreement (the “Agreement”) states the terms and conditions that govern the contractual agreement between CASHCART INFINITY SHOPPING CORPORATION., located at 15D, Future Point Plaza 3, South Triangle, Diliman, Quezon City 1103, Metro Manila, Philippines (“CashCart”) and [MICRO-HUB MERCHANT], located at [ADDRESS - PRIMARY ADDRESS IN KYC] (the “Merchant”) who agree to be bound by this Agreement.

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

WHEREAS, Merchant agree that his/her activities within the Platform value-added feature is on their free and voluntary will and act; and that CashCart, its subsidiaries, affiliates, directors, owners, incorporators, and employees are in no way related to any transaction acted upon and created utilizing the said feature in the Platform, and waive CashCart of any responsibility and/or dispute that may arise, although, but not limited to mediation of disputes by CashCart Infinity Shopping Corporation and its subsidiary company Pick-O Delivery and Logistic, Inc .

WHEREAS, the Merchant willingly desires to consign (see Consignor-Consignee Agreement) – store, sell, and acquire services (packaging) – as pick-up station or micro-hub that allows any category and a number of legitimate items from clothing to cars of at least a minimum of twenty (20) SKUs of different types of products and categories.

WHEREAS, the Merchant accepts the requests of CashCart and be bound by this Agreement policies, terms and conditions.

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, CashCart and Merchant (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

## GENERAL POLICY

1. **Facilities and other requirements.** Micro-Hub & Micro-Hub Merchant Consolidator should agree to provide:
  - (a) at least a minimum storage space of 20 sqm. Up;
  - (b) at least one (1) parking space in front of the hub for Pick-O Drivers/Riders and/or Pick-O Delivery Fleet Partners (DFP);
  - (c) fire insurance accredited by CashCart or Pick-O;
  - (d) and fidelity or surety insurance against theft and disalcation of staff when the hub reached 500 SKUs.
  
2. **Equipment and Personnel. Micro-Hub** Merchant should agree to provide the following:
  - (a) Personnel trained by Pick-O and acting as admin for Pick-O responsible for broadcast of orders, or to subscribe to Pick-O's service of admin staffing to handle operations.
  - (b) The same goes for the installation of equipment as may be necessary for micro-hub operations such as one (1) computer, one (1) micro-printer, gun scanner (optional), and Internet connectivity.
  - (c) Merchant should provide a CCTV for storage of items reaching above 1,000 SKUs.
  
3. **Acceptance by CashCart as Micro-hub Merchant.** A Micro-Hub must be subject to due-diligence and approved by CashCart prior to any operational engagement. Upon acceptance by CashCart for Merchant as accredited micro-hub, the Merchant will be notified by the system thru SMS, Web, App and email, and to comply with business permit and licenses within a grace period of 21 days.
  
4. **CashCart Policies:** Micro-Hub Merchant agreed to abide with the existing USER policy (End User License Agreement-EULA); Merchant-Seller Agreement (MSA) and all relevant policies in relation to utilization of CashCart Platform and its subsidiary services.
  
5. **Micro-Hub Standard Operating Process and Flow:** Micro-Hub Merchant to follow standard operating protocols, policies, and procedures covered by the "Consignor-Consignee Agreement":
  - 5.1 The Merchant must act to broadcast pick-up by Pick-O from item source for immediate delivery fulfillment and storage of items or goods.
  - 5.2 **Confirmation and receipt of Items by Micro-hub Merchant.** Merchant must first open the sealed box or plastic in front of the Pick-O deliverer for checking and validation of the delivered item prior to receiving. Only upon careful checking and validation of the items for volume, pieces, dimension, weight and specifications will the Merchant allow and give consent to Pick-O deliverer to scan his/her QR code to signify that the item has been delivered and received without dispute. Otherwise, the Merchant may choose to reject the consigned item/s. A smart contract will be generated for the transaction agreement and sent to their respective emails.

**5.3 Return of Items to Original Source.** When an ordered item is in dispute or is a failed delivery, Pick-O will pick up and return item/s to the micro-hub and inform for immediate return to the consignor-original source.

**5.4 Repackaging and Sealing of Returned Item.** Merchant of the returned item must reseal the item in the presence of the Pick-O deliverer.

**5.6 Waiver.** Merchant 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 and Pick-O Team”) liable for any losses or any special, incidental, or consequential damages arising from theft, pilferages, acts of nature, acts of human nature, etc., occurring within the pick-up station or micro-hub, or in any way connected, to the agreement or any sale transaction between consigning parties, including their losses associated with the terms set forth in the Consignor-Consignee Agreement.

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

**5.8 Pull-out.** (a) *Consumable and perishable goods* like breads, eggs and the like must be pulled out on time else, the Micro-hub Merchant (acting as Consignee in the Consignor-Consignee Agreement) will have the full right to dispose of the goods. (b) *Dry goods* are given a week before the pull-out date for the system to start reminding the Merchant Source (acting as Consignor in the Consignor-Consignee Agreement) of the pull-out schedule. In the event that the Consignor fails to pull out his/her items, the system will auto-apply a 60 days or 120 days grace period. After the grace period and the Consignor still fails to effect pull-out, his/her consigned merchandise will be forfeited in favor to the Micro-hub Merchant or shall be subject to auction. (c) *Penalty* will be charged to the Consignor for the payment of the accrued storage fee of the grace period; otherwise, he/she can no longer re-consign with the same Merchant and the system will auto-block the Consignor for future consignment with other participating pick-up stations or micro-hubs. (d) *Extension* for consignment for the Consignor can and may be extended prior to the end of contract. In the event that the contract has ended but is still within the grace period, the Consignor had to re-subscribe the services of the Consignee by clicking “Extend” from the Inventory Management.

**5.9 Storage and Packaging.** Merchant should follow the guidelines set forth in the tables below for storage and packaging fees and materials. Merchant may choose to purchase from CashCart or Pick-O the recommended storage and packaging materials or provide at his/her own cost.

**Table 1: Suggested Storage and Packaging Fees**

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

**A. Suggested Storage Fee (STF) by the Units**

Unit/Piece/SKU	STF
10 Units	P 1.75
25 Units	P 1.50
50 Units	P 1.25
100 Units up	P 1.00

**B. Suggested Packaging Services Fee (SPFS)**

Pick-O Plastics	SPSF	Add-On Plastic/Box Price	Total SPFS
Small (SML)	P15		
Medium (M)	P15		
Large (L)	P15		
XLarge (XL)	P15		
<b>Pick-O Box</b>			
Small (SML)	P20		
Medium (M)	P20		
Large (L)	P30		
XLarge (XL)	P30		

\*Fees are subject to change of which the Merchant will be notified fifteen (15) days prior to any adjustment.

Products Category	Subcategory	Suggested Storage Fee PER ITEM/DAY (PHP)	Suggested Packaging Services Fee PER ITEM (PHP)
<b>Agricultural</b>	Fertilizer (Organic/Non-Organic)	1	15
	Fruits & Vegetables	1	15
	Planting Supplies	1	15
	Poultry & Livestock	-	-
	Rice & Grains	1	
<b>Automobile &amp; Motorcycles</b>	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
<b>Baby &amp; Toddler</b>	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
<b>Beverages</b>			
<b>Cameras</b>	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
<b>Clothing &amp; Accessories</b>	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
<b>Computer &amp; Office</b>		1	20
<b>Computers &amp; Laptops</b>	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
<b>Consumer Electronics</b>	Accessories & Parts	10	20
	<b>Camera &amp; Photo</b>	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
<b>Cooperative Products</b>		1	15
<b>Electrical</b>		10	20
<b>Electronic Components &amp; Supplies</b>		10	20
<b>Fashion</b>	Kids, Men, Women and Shop the Style	5	20
<b>Father &amp; Son</b>		5	20
<b>Food</b>	Korean Food Products	1	-
<b>Furniture</b>		20	-
<b>Groceries</b>	Food, Beverages, and other grocery items	.5	-
<b>Hair &amp; Accessories</b>		5	20
<b>Hardware &amp; Construction Supplies</b>	Cement	-	-
	Gravel	-	-
	Nails & Crew	5	-
	Paints	5	-
	Pipes & Fittings	10	-
	Sand		-
	Steel	2	-
	Wood (Processed)	2	-
<b>Heavy &amp; Earthwork Equipment</b>	Backhoe/Excavator	-	-
	Crane	-	-
	Dozer	-	-
	Dump Trucks	-	-
	Forklift	-	-
	Other	-	-
	Payloader	-	-
	Trailer	-	-
	Trucks	-	-

<b>Health &amp; Beauty</b>	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
<b>Home Appliances</b>	Cool and Heating	10	-
	Small Kitchen Appliances, Garment Care, Housekeeping	10	20
	Large Appliances	10	-
<b>Home &amp; Garden</b>	Arts, Crafts & Sewing	2	15
	Collectibles	10	15
	Festive & Party Supplies	10	15
	Garden Supplies	10	15
	Home Decor	10	15
	Home Storage & Organization	10	15
	Home Textile	10	15
	Household Merchandises	10	15
	Kitchen, Dining & Bar	10	15
	Pet Products	10	15
<b>Home Improvement</b>		-	-
<b>Home &amp; Living</b>	Bath, Bedding, Furniture, Home Décor, Home Improvement, Kitchen and Dining, Lighting, Outdoor and Garden, Pets, Seasonal, Stationery and Storage Organization	10	20
<b>Industrial Motors</b>	Drive Motors	-	-
	Generators	-	-
<b>Jewelry &amp; Accessories</b>		-	-
<b>Lights &amp; Lighting</b>		10	20
<b>Luggage &amp; Bags</b>	Bags and Backpacks, Luggage and Travel Accessories	10	20
<b>Media, Games &amp; Music</b>	Books, eBooks, Games, Gaming, Magazines, Movies, Music, Musical Instruments and T.V. Series	10	15





<b>Mobiles &amp; Tablets</b>	Mobiles, Tablets and Mobile Broadband	10	20
	Landline Phones, Batteries and chargers	10	20
	Mobile accessories, Tablet accessories	10	20
	Pre-paid cards	.5	-
<b>Mother &amp; Kids</b>		1	15
<b>Office &amp; School Supplies</b>		1	-
<b>Phones &amp; Telecommunications</b>		10	20
<b>Security &amp; Protection</b>		10	-
<b>Shoes</b>		5	20
<b>Sports &amp; Entertainment</b>	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
<b>Tools</b>		10	20
<b>Toys &amp; Hobbies</b>	Toys & Games	2	20
<b>Tribal &amp; Ethnic</b>		-	-
<b>TV, Audio/Video, Gaming &amp; Wearables</b>	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
<b>Watches Sunglasses &amp; Jewelry</b>	Kids, Men and Women	10	20
<b>Weddings &amp; Events</b>		-	-
<b>Wet Market</b>	Farm Fresh Vegetables	-	-
	Fish and Seafoods	-	-
	Fresh Chicken & Eggs	-	-

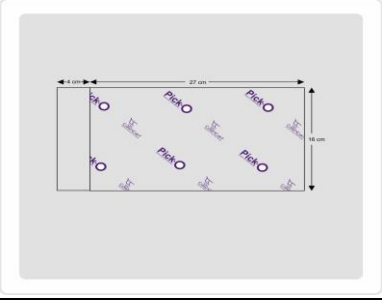
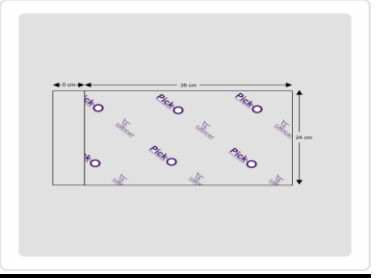
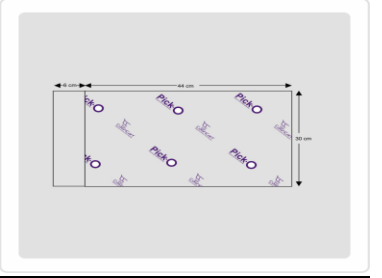


	Fresh Fish and Seafoods	-	-
	Fresh Fruits	-	-
	Ingredients & Condiments	.5	15
	Meat (Fresh & Frozen)	-	-
	Rice, Sugar & Salt	.5	-

**Table 2: CashCart - Pick-O Delivery and Logistics Standard Packaging**

<b>Pick-O Box</b>	Needs to fit in the product size, applicable for most product types	2019 Pick-O Packaging Price
	<b>Pick-O Box SML</b>	
	<b>Pick-O Box MED</b>	
	<b>Pick-O Box LARGE</b>	

	<p><b>Pick-O Box XLARGE</b></p>	
<p><b>Pick-O Plastic</b></p>	<p><b><u>Pick-O Packaging Plastic</u></b>  Applicable for most product types with specific size and weight not more than 3 kilograms</p>	
	<p><b>Small</b></p>	
	<p><b>Medium</b></p>	
	<p><b>Large</b></p>	

<p align="center"><b>Pick-O PET Plastic</b></p>	<p><u>Pick-O PET Transparent Plastic</u> Applicable for most product types with specific size and weight not more than 20 kilograms</p>	
	<p align="center"><b>Small PET Plastic</b></p>	
	<p align="center"><b>Medium PET Plastic</b></p>	
	<p align="center"><b>Large PET Plastic</b></p>	
	<p align="center"><b>Extra Large PET Plastic</b></p>	
	<p align="center"><b>XX Large LDPE Plastic</b></p>	

**Table 3: Standard Packaging Support**

<p><b>Own Carton Box of varied sizes</b> that needs to fit in the product size, applicable for most product types (Items/Goods/Products with total weight of 40 kilos above)</p>	
<p><b>Parcel Tape:</b> To binds products and keep the products not to fall out during delivery</p>	
<p><b>Bubble Wrap:</b> To avoid liquid entry and shock or damages</p>	
<p><b>Plastic Wrap</b> To seal and bind together an item(s) against scratches, pilferage</p>	
<p><b>Foam:</b> It is an elastic, water absorption cushioning to reduce collision impacts</p>	
<p><b>Wooden Frame/Crate</b> for heavy and/or fragile goods and products</p>	
<p><b>Soft Foam</b> prevents scratches to wrap fragile and breakable products</p>	

**Cement Paper:** Waterproof packaging to cover mild goods and products that need special handling



**CONSUMABLE AND PERISHABLE GOODS.** Merchant is responsible to pull out consumable and perishable items on time, or else dispose immediately the goods three (3) days after the expiry date of consignment in order to keep the storage sanitized and free from foul odors brought by rotten goods.

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

**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 Merchant. CashCart will have the sole volition as to what fair auction sale amount the forfeited goods will be put into auction. CashCart will notify the Consignor in writing by email.

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

**LOCATION OF ITEMS.** The Merchant agrees and acknowledges that the consigned items shall only be kept and stored at [MICRO-HUB PRIMARY ADDRESS] unless otherwise agreed upon by CashCart in writing.

**MANAGEMENT AND STAFFING (Key Insurance).** Merchant agrees to provide or acquire the services of insurance company accredited by CashCart to protect and secure interest against key staff malversation, theft, pilferage and the like for micro-hub operations with 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.

**AMENDMENT.** This Agreement may be amended anytime by CashCart should it make it necessary to do so for the improvement and enhancement of the Platform, and the Micro-hub Merchant will be provided a thirty (30) days electronic (email) notices prior to the effect of any such amendment to be made.

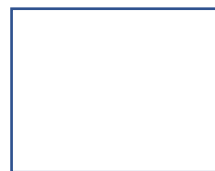
**NO MODIFICATION UNLESS IN WRITING.** No modification of this Agreement shall be valid unless made in writing to CashCart subject to the Platform General Policies by the consigning parties.

**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 PHILIPPINES 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.

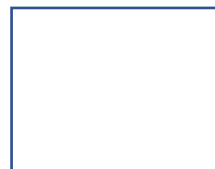
**[CASHCART REPRESENTATIVE]**

\_\_\_\_\_  
[NAME] DATE



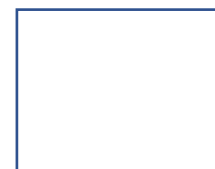
**[MICRO-HUB MERCHANT]**

\_\_\_\_\_  
[NAME] DATE



**[ MICRO-HUB MERCHANT CONSOLIDATOR]**

\_\_\_\_\_  
[NAME] DATE



Updated December 2018