

## FETCHR SERVICES AGREEMENT

This **FETCHR SERVICES AGREEMENT** (together, if applicable, with the relevant Cover Letter, this "**Agreement**") is made and entered into as of the Effective Date by and between:

A. **MENA 360 DWC-LLC**, a free zone limited liability company organized and existing under the laws and regulations of Dubai World Central ("**DWC**"), holding DWC license number 1201, and having its principal place of business at Dubai South, Building B4, 5th Floor, P.O. Box 391282, Dubai, United Arab Emirates ("**Fetchr**"); and

B. **CLIENT** identified in the Cover Letter (or, if no Client is specified in the Cover Letter or elsewhere in the Agreement, or in the case there is no previous or current agreement between the Parties, then the company or individual availing the Services as determined by Fetchr).

Fetchr and the Client may be referred to collectively herein as the "**Parties**" and individually as a "**Party**" (as the case may be and the context may so dictate).

### **1. Definitions**

A. Unless the context otherwise requires, each of the following words and expressions shall have the following meanings:

"**Additional Services**" shall mean any services that are not the Services, including, but not limited to, services availed in any jurisdiction identified other than Territory. If Additional Services are performed without a written agreement in place, then the Parties agree that Fetchr's standard terms and conditions shall apply to such Additional Services, including without limitation, standard pricing and standard operating procedures as determined solely by Fetchr.

"**Affiliate**" shall mean, with respect to each Party, any person, corporation, or other entity Controlled by, Controlling, or under common Control of such Party (as and when applicable).

"**COD**" shall mean "cash on delivery". See [Annex 2 \(Cash on Delivery\)](#) for more details.

"**Control**" shall mean the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract, or otherwise) to appoint and/or remove all or such of the members of the board or other governing body of a person as are able to cast a majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to control or have the power to control the policies and affairs of that person or to exercise management Control over the services provided by an entity or individual to Fetchr by contract.

"**Cover Letter**" shall mean a written document executed between the Parties that identifies, *inter alia*, details about the Client, a description of the Services being rendered by Fetchr to the Client, a cost summary (including pricing), Fetchr's standard operating procedures, additional terms and conditions, and other information deemed relevant as between the Parties. In the event the Client avails any Service without any particulars specified in a Cover Letter (or similar mutually agreed written instrument) between the Parties, the Client acknowledges and agrees that the Client shall be bound by this Agreement and all standard default terms and conditions applicable to the Services in the jurisdiction in which the Service(s) is/are availed, including without limitation any default pricing, weight, payment terms, standard operating procedures, and other standard default terms and conditions (as determined by Fetchr in its sole discretion).

"**Customer**" shall have the meaning ascribed to such term in the Paragraph (F) of this Section 1 (*Definitions*).

"**Dedicated Resource Services**" shall mean (when, where, and as applicable) any services, including Services and Additional Services (or any portion thereof), that are designated as "Dedicated Resource Services" by Fetchr in its sole discretion under this Agreement. Unless otherwise stated herein, a reference to "Services" may or may not include Dedicated Resource Services (as the case may be and the context may so dictate). Standard terms and conditions applicable to Dedicated Resource Services may differ materially from standard terms and conditions applicable to Services generally (as determined by Fetchr in its sole discretion). See [Annex 1 \(Dedicated Resource Services\)](#) for more details.

"**Effective Date**" shall mean the date the Services are first commenced by Fetchr on behalf of the Client (as determined by Fetchr in its sole discretion).

"**Import VAT**" shall mean (when, where, and as applicable), VAT that is due upon the import of goods in each jurisdiction within the Territory.

"**Goods**" shall mean any shipment of goods or products (which can include, without limitation, any food products, prepared food, FMCG, dangerous goods, non-dangerous goods, etc.) that are sold by the Client to a Customer under a Customer Contract.

"**Services**" shall mean any and all services, including, if applicable, any Dedicated Resource Services, provided by Fetchr under this Agreement as set forth herein and as (i) provided to the Client or (ii) procured for and on behalf of the Client ((i) or (ii) as provided directly by Fetchr, its subcontractors, or one of its Affiliates).

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"**VAT**" shall mean a general consumption tax that is collected incrementally, based on the value added, at each stage of production or sales. It is a consumer tax where the end users will be paying the desired rate of VAT (as per the laws and regulations applicable in each jurisdiction within the Territory).

B. References to a "Party" or the "Parties" shall include each Party's respective successors in title, permitted assignees, estates, and

legal personal representatives.

C. Titles of sections and clauses in this Agreement are used for information purposes only. Such headings shall not form part of the operative provisions of this Agreement.

D. Unless the context otherwise requires, words denoting the singular shall include the plural and *vice versa*, words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and unincorporated, associations, partnerships and individuals. Unless otherwise indicated, any references to "days" shall mean calendar days, and days and times shall be relative to the jurisdiction within the Territory in which Fetchr is carrying out the Services.

## **2. Obligations of the Client**

A. The Client understands, acknowledges, and agrees that, with respect to Services provided by Fetchr to the Client involving the delivery of Goods by Fetchr to the Client's customer (each a "**Customer**" and collectively, the "**Customers**"), the underlying contract between the Client and each such Customer (the "**Customer Contract**") is solely and exclusively negotiated and executed directly between the Client and each Customer, including without limitation any charges assessed by the Client for shipping, handling, insurance, taxes, and similar charges, fees, and expenses. Fetchr is not a party to any such Customer Contract with the Client or any Customer, and Fetchr's only contractual privity is directly with the Client for Services. It is the Client's sole and exclusive responsibility to collect any taxes, expenses, insurance premiums, and/or other fees related to the sale of Goods to a Customer under the Customer Contract. Any express or implied warranties directly or indirectly related to any Goods are exclusively made between the Client and each of its Customer.

B. As part of this Agreement, the Client shall be required to supply any information reasonably requested and/or required by Fetchr for the purposes of allowing Fetchr to perform its obligations under this Agreement. It is the Client's sole responsibility to ensure that any such information provided to Fetchr is accurate, proper, and in compliance with all applicable laws and regulations, including without limitation any applicable data privacy laws, regulations, and corporate policies applicable to the Client, Fetchr, and/or the Client's Customers. Should the Client fail to provide Fetchr with such information, and any other information required by Fetchr to perform the Services, Fetchr shall not be held responsible for any liability or other expense arising from such action, and the Client shall indemnify Fetchr for any liability or expense incurred (including attorney's fees and expenses) resulting therefrom.

C. The Client is responsible for insuring all Goods in transit until the Goods are transferred to the Customer under the terms and conditions of the Client Contract (and as determined by Fetchr in its sole discretion). If applicable, the Client is further responsible for insuring all Goods collected from the Customer to be returned under the terms and conditions of the Client Contract. The Client is also responsible for insuring any COD proceeds in transit that have been collected by Fetchr on behalf of the Client until such COD proceeds have been transferred to the Client under the terms and conditions of the Client Contract (and as determined by Fetchr in its sole discretion). In the event of damage, theft, or loss of any Goods/COD proceeds in the context of a delivery by Fetchr, such Goods/COD proceeds shall be reported to the Client immediately in writing. All claims for damage or loss of Goods must be submitted to Fetchr within three (3) days from the date that the Client's Customer accepts the shipment; otherwise, Fetchr shall not be liable or responsible for any such damage or loss to Goods. Claims are subject to all terms and conditions set forth in this Agreement and are limited to one (1) claim per shipment of Goods, settlement of which will be full and final settlement for all loss or damage in connection therewith. See [Annex 2 \(Cash on Delivery\)](#) for more details on COD.

D. The Client agrees to provide any constitutional documents (or other relevant information such as audited financials) following demand by Fetchr in connection with any know your client ("**KYC**") and anti-money laundering ("**AML**") obligations. Any failure, or perceived failure, by the Client to adhere to KYC and AML laws and regulations applicable to this Agreement shall constitute a material breach giving rise to Fetchr's immediate termination rights without prejudice to Fetchr's further rights and remedies under this Agreement or by law. In addition, Fetchr shall have the right to withhold any COD proceeds in full unless and until the Client complies with all laws and regulations applicable to the Client, including without limitation any KYC and AML obligations (including without limitation constitutional documents, passport copies/utility bills of directors (or similar officers), audited financials, etc.). Fetchr shall have the right to transfer, freeze, or otherwise move COD proceeds and/or Goods that become the subject of any law enforcement or government instrumentality investigation, or in response to any court order. See [Annex 2 \(Cash on Delivery\)](#) for more details on COD.

## **3. Provision of Services; Handling of Illegal and Abandoned Goods**

A. Fetchr's service offerings include, but are not limited to, the following: warehouse-to-warehouse management; order management; customer care and scheduling; delivery to end-customers; feedback management; limited payment collection agent; and return management. Specific Services, Dedicated Resource Services, and Additional Services agreed to between the Parties shall be set forth in the Cover Letter and any subsequent amendments thereto. The Client may, but is not obligated to, select one (1) or more of Fetchr's Service offerings.

B. For the absolute avoidance of doubt, if no written document has been agreed to between the Client and Fetchr prior to the Effective Date, then Fetchr shall reasonably determine what Services are considered Services, Dedicated Resource Services, and Additional Services in its sole discretion.

Moreover, a Cover Letter is not necessary in order for Fetchr to provide Services to any Client; a lack of a Cover Letter, or similar written instrument between the Parties, means that the Client shall be bound by Fetchr's standard default terms and conditions,

including without limitation any terms and conditions related to pricing, payment terms, and any other relevant standard terms and conditions (as determined solely by Fetchr). If Fetchr commences Services and the Parties have not agreed to any additional terms and conditions prior to the Effective Date, then Fetchr's standard terms and conditions shall apply to all aspects of the Services as determined by Fetchr in its sole discretion.

C. Services shall be provided in each jurisdiction that is a part of the Territory. The Parties may, by mutual written agreement, revise the scope of the Territory from time to time, which may require corresponding revisions to this Agreement, including without limitation, with respect to pricing.

D. Services by Fetchr under this Agreement shall be provided in accordance with Fetchr's standard operating procedures and Fetchr's Privacy Policy (as such Privacy Policy is set forth on Fetchr's website at [www.fetchr.us](http://www.fetchr.us)). Fetchr reserves the right to amend its standard operating procedures, these terms and conditions, and the Privacy Policy from time to time at its sole, reasonable discretion. For more information, please contact your Fetchr-appointed account manager. Fetchr reserves the right, in its sole discretion, to refuse the provision of Services in the event the provision of Services is deemed impossible, dangerous, or otherwise commercially or practically unreasonable.

E. Fetchr has the right to open and inspect any and all Goods without notice to the Client or any Customer for safety, security, customs, or other regulatory reasons. Goods cannot be delivered to a post office box or postal codes. Unless otherwise agreed to with the Client, Goods are delivered to the Customer's address given by the Client but not necessarily to the named Customer personally (unless both Parties have agreed otherwise in writing in advance to another arrangement with respect to the delivery of Goods to a Customer). Shipments of Goods to addresses with a central receiving area may be delivered to that area (e.g. a concierge service as opposed to an individual apartment). Fetchr shall not, and will not, be responsible for delivering Goods to a person other than the Client's Customer if the Goods are delivered to the address provided by the Client.

F. Fetchr may notify the Customer of an upcoming delivery or a missed delivery. The Customer may be offered alternative delivery options such as delivery on another day, no signature required, redirection, or collection at an alternate location. The Client may exclude some delivery options on request provided the Client has made such requests known to Fetchr in writing.

G. The Client agrees to all routing and diversion, including without limitation the possibility that the Goods may be carried to the ultimate destination via intermediate stopping places or using intermediary third parties. Fetchr will make every reasonable effort to deliver the Goods according to Fetchr's regular delivery schedules, but the delivery of Goods according to such schedule is not guaranteed and does not form part of this Agreement. Fetchr is not liable for any damages or loss caused by delay. The Client agrees that any of the Goods may be re-weighed and re-measured by Fetchr to confirm a calculation and that Fetchr shall have the right to adjust pricing (up or down and if applicable) in the event the Goods are found to be materially different than the weight and/or measurements provided to Fetchr by the Client.

H. If the Goods are deemed to be unacceptable as described in Section 6 (*Compliance with Applicable Laws and Regulations*), or a Good has been undervalued for customs purposes, or the Customer cannot be reasonably identified or located, or the Customer refuses delivery or to pay customs duties or other any other charges related to the Goods, then Fetchr shall use reasonable efforts to return the Goods to the Client at the Client's cost. If Fetchr is unsuccessful at returning the unacceptable Goods, then the Goods may be released, disposed of, or sold without incurring any liability whatsoever to the Client, the Customer, or any other third party, with the proceeds applied against customs duties, any other charges related to the Goods, payment of Services, and any other related administrative costs (with the balance of the proceeds of a sale to be used by Fetchr as it deems fit). If the Client fails to collect the Goods and/or the proceeds of any sale of the Goods for the aforementioned reasons following a reasonable time (as determined by Fetchr in its sole discretion), then such Goods, or corresponding proceeds, shall be considered abandoned with full title, interest, and ownership transferred and forfeited to Fetchr. Fetchr may take any action it deems fit (including without limitation sale, auction, and/or donation of the Goods and/or proceeds). Exclusive of the foregoing, Fetchr shall have the right to destroy any Goods in the event any law prevents Fetchr from returning and/or selling the Goods to the Client (as well as any Goods that are considered dangerous Goods). Fetchr shall not be liable for any such destruction of Goods by the Client, the Customer, or any other third party.

I. The Client shall be liable for any and all costs, fees, and expenses related to the Services in connection with any abandoned Goods. The foregoing shall be exclusive of the Client's responsibility for costs, fees, and expenses related to the storage, movement, destruction, or disposal of such Goods in a safe, legal, and orderly manner as determined by Fetchr.

J. For the avoidance of doubt, Fetchr reserves the right to dispose of any Goods if: i) the Client does not meet warehousing requirements; ii) the legality of the Goods is in question (as determined by Fetchr in its sole discretion); iii) no return address is mentioned; and/or iv) the Goods are deemed unacceptable in accordance herein. Moreover, if the warehousing requirements are not met, then Fetchr reserves the right to return the Goods to their origin(s), and the Client will be responsible for any associated costs, fees, and expenses related thereto. In addition, and exclusive of the foregoing, in the event a Client, or one of the Client's Customers, provides Fetchr Goods that are either illegal or dangerous in Fetchr's sole reasonable opinion, then Fetchr shall have the right to immediately suspend, or terminate, the Services and/or this Agreement without prejudice to Fetchr's further rights and remedies under this Agreement or at law.

#### 4. Invoicing and Payment Terms; Additional and Amended Services

A. Unless otherwise agreed to in writing, Fetchr shall invoice the Client for each of the Services provided hereunder on a monthly basis in a currency compliant with local law at the discretion of the Fetchr entity issuing the invoice. Where billing is monthly, Fetchr shall endeavor to invoice the Client no later than the first fifteen (15) business days of each month for the prior month's Services.

B. The Client understands, acknowledges, and agrees that all, or some, of the Services may be performed by Affiliate(s) and/or one or more of Fetchr's third party contracted partners. The Client understands, acknowledges, and agrees that multiple Fetchr-related entities may invoice the Client depending on the type of Good(s) that is/are delivered by Fetchr (or one of its Affiliates) due to local government, tax, and licensing requirements.

C. Unless otherwise agreed to in writing, payment for all invoices issued by Fetchr to the Client under this Agreement shall be settled in full (including without limitation full payment of any disputed charge(s)) within thirty (30) days from the invoice period indicated in the relevant invoice (regardless of the date of issuance of the invoice). Any disputes must be initiated by the Client within seven (7) days of the date of the invoice; in the event the Client fails to raise a dispute within such period, the invoice shall be deemed accepted and undisputed by the Client. For the total avoidance of doubt, even if the Client disputes a single charge, group of charges, or the invoice as a whole, the Client is still required to settle any invoice, whether disputed or not, in full in accordance herewith. If the Client raises a valid dispute, the management teams of each of the Parties shall discuss the dispute, and if the dispute is determined to be in the Client's favor, either (i) by mutual agreement of the Parties or (ii) as determined through dispute resolution, then Fetchr shall issue a credit note to the Client in the corresponding amount, and such credit note may be used by the Client for future Services.

D. Fetchr reserves the right to apply and collect value added tax (together with any similar tax as determined in Fetchr's sole, reasonable discretion, "VAT"), as and when applicable, on the provision of Services or any other charges paid/payable in relation to the Services mentioned in the Agreement retrospectively from inception, or prospectively from the original date of passage of any relevant VAT law (or any other similar laws and regulations) as implemented in the Territory. Fetchr reserves the right to apply, collect, and/or deduct import VAT, VAT, custom duties, or any similar tax/charges from the Client's COD proceeds, or any other proceeds and/or assets, held by Fetchr. In the case COD proceeds, or other proceeds and/or assets, are insufficient to cover such costs, Fetchr shall bill the Client for such costs in accordance herewith. See [Annex 2 \(Cash on Delivery\)](#) for more details.

E. The Client agrees to make all payments in a timely manner strictly in accordance with this Agreement. Any fees that Fetchr incurs in connection with the collection of any past due amounts, including without limitation attorney's fees, expenses, interest, late fees, and/or court costs, shall be the responsibility of the Client, and the Client hereby indemnifies Fetchr for all such costs associated with the collection or pursuit of fees. If payment is not received on time by Fetchr from the Client, then Fetchr reserves the right to assess a late payment fee equal to one and one-half percent (1.5%) on the unpaid balance each week. Exclusive of any late payment charges, interest shall accrue on any unpaid amounts at a rate of the greater of (i) twelve percent (12%) per annum and (ii) the maximum interest rate allowed under law (with the principal unpaid amount, including late payment charges, compounding each month until the amount in full is settled). Fetchr reserves the right to immediately suspend, or terminate, Services until payment of all outstanding amounts, including interest and late charges as set forth herein, is paid in full. Any payment obligations shall survive termination or suspension of this Agreement (or any relevant Service). Fetchr reserves the right to refuse future service to the Client even after settlement of all fees. Fetchr reserves the right to impose standard reinstatement fees (as set forth in this Agreement or otherwise modified from time to time by Fetchr in its sole discretion), and/or request other security, in order to re-start services in the event the Client is late in settling payments in full. Fetchr reserves the right to suspend, or terminate, any and all Services (including any Additional Services) to the Client in the event of non-payment, partial payment, or late payment of an invoice due to Fetchr for so long as such occurrence endures. The Client shall bear sole responsibility for the consequences of any actions taken by Fetchr in accordance with this clause and this Agreement.

F. With respect to any payment under this Agreement, the Client shall ensure that the amount actually received by Fetchr corresponds to the amount invoiced by Fetchr and due by the Client, and, in this context, any bank wiring fees, credit card fees, taxes, or similar costs shall be the responsibility of the Client.

G. In the event that any of the Services provided to the Client require additional work or services not agreed upon in this Agreement, including without limitation an expansion or contraction of existing Services, then the Parties may agree in writing on applicable terms and conditions for such Additional Services. This may include a revision to pricing of the relevant Additional Services and/or existing Services (as the case may be). In the event any such services are performed by Fetchr for the Client without a written agreement in place, all such services shall be considered Additional Services, and Fetchr's standard terms and conditions shall apply to all such services.

H. Fetchr shall not be liable in the case of a delay in processing of any insurance claims, banking issues, operational delays from third party partners, or any other process that is outside of Fetchr's control, which delays, suspends, and/or otherwise makes impossible the transfer of funds and/or fulfillment of Services by Fetchr to the Client.

I. Fetchr shall not reimburse, or otherwise compensate a Client, for any claims for damages, losses, etc. related to Goods/COD proceeds unless and until the insurance claims process has concluded on a final, non-appealable basis (including without limitation any follow-up litigation). In the event there is no insurance involved, then Fetchr shall not reimburse, or otherwise compensate a

Client, for any claims for damages, losses, etc. related to Goods/COD proceeds unless and until the investigation process conducted by Fetchr (or a third party appointed by Fetchr) has concluded its investigation (including without limitation any follow-up litigation). Each Party's continued performance of obligations hereunder shall not be affected by any claims for damages, losses, etc., including without limitation any payment obligations of the Client, which shall continue to be performed subject to the terms and conditions of this Agreement.

J. It is the Client's responsibility to insure all such Goods, cash, cash proceeds, valuables, and other consideration while such items are at the Client's facility ("**Client Site**"). The Client's property must be secured at all times at the Client's Site(s), and Fetchr shall have no responsibility in the event of any incident that occurs as a result of the Client's negligence and/or failure to adequately secure their facility(ies) and all Goods, cash, cash proceeds, valuables, and other consideration contained therein.

K. Unless otherwise allowed herein, Fetchr may amend pricing at any time during the Term by providing the Client at least thirty (30) calendar days' prior written notice. The foregoing notwithstanding, Fetchr may increase pricing at any time in response to a change of law that results in a corresponding change to government fees, taxes, or other similar costs, fees, and/or expenses applicable to the Services, the Goods, or other aspects of the delivery of the Client's shipments to its Customers by Fetchr in any of the jurisdictions of the Territory.

## **5. Compliance with Applicable Laws and Regulations and Other Procedures**

A. It shall be the sole and exclusive responsibility of the Client to ensure that all Goods offered for sale to its Customers comply with all applicable laws and regulations (along with all customs and norms related to each jurisdiction), including without limitation applicable tax, copyright, and anti-counterfeiting laws, at all points in the delivery chain, and that all authorizations, permits, or licenses that are necessary and/or desirable have been obtained.

B. The Client consents, without condition or reservation, to the inspection of all packages. Fetchr reserves the right, but is not required, to open and inspect Goods, or any portion thereof, without prior notice to the Client, the Client's Customer, or any other third party. Fetchr reserves the right to refuse any item that by reason of danger or other character of its contents is likely, in the sole judgment of Fetchr, to soil, taint, or otherwise damage other merchandise or equipment, or that is economically or operationally impracticable to transport, or that is improperly packed or wrapped. For the further avoidance of doubt, Fetchr reserves the right to open and inspect any and all Goods without notice for safety, security, customs or other regulatory reasons.

C. The Client agrees, represents, and warrants that its shipment of Goods is acceptable for transportation. The Client agrees that the shipment of Goods is deemed unacceptable if: (i) it is classified as hazardous material, dangerous goods, prohibited, or restricted under IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), any applicable government department, or other relevant organization; (ii) no customs declaration is made when required by applicable customs regulations; or (iii) Fetchr decides it cannot transport an item safely or legally (such items include without limitation: animals, bullion, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography, illegal narcotics/drugs, or anything else deemed unsafe or against the customs, laws, and/or regulations with respect to the country of origin and/or country of destination in Fetchr's reasonable opinion).

D. The Client shall be responsible for any costs, expenses, fees, penalties, etc. imposed by government authorities in connection with the Client's failure to comply with applicable laws and regulations, such as, without limitation, any tax obligations, licensing related to the sale of Goods, etc. In the event government authorities impose sanctions (financial penalties, suspension of license, etc.) of any kind against Fetchr related to the Client's failure to comply with applicable laws and regulations related to the sale of Goods, including without limitation any tax obligations, the Client shall indemnify Fetchr against any costs, expenses, fees, penalties, etc. imposed by the government authorities on Fetchr directly or indirectly related thereto.

E. In no event shall either Party be responsible for the consequences of any failure by the other Party to comply with laws and regulations applicable to such Party, including without limitation any failure by the Client to insure any Goods.

F. The Client understands and agrees that in the event any Goods become the subject of an investigation by law enforcement, Fetchr shall have the right to cooperate, exclusive of any legal obligation, with law enforcement, including without limitation opening the Goods and providing law enforcement with contact information and other personally identifiable information ("**PII**"), or sensitive personal information ("**SPI**") of the Client and/or the Customer.

G. The foregoing notwithstanding, Fetchr may amend any terms of this Agreement solely in order to comply with any change in law or regulation that occurs to applicable laws and regulations related to the Services, including without limitation material terms such as pricing. Under such limited circumstances, Fetchr shall notify the Client as soon as possible prior to implementation, or if impossible, as soon as possible following implementation.

H. The Client agrees not to poach, either directly or indirectly, any employee, consultant, or associate (whether directly or indirectly employed) of Fetchr without Fetchr's prior written consent for so long as this Agreement is in effect and for a period of one (1) year following effective termination of this Agreement. This provision shall apply globally, and Fetchr shall have the right to enforce this provision in any jurisdiction globally, including without limitation any free zone and/or any jurisdiction where Fetchr does not have a legal presence.

## **6. Term and Termination**

A. This Agreement shall remain in effect for a term of (1) one year from the Effective Date (the "**Initial Term**"). Following the Initial

Term, this Agreement shall automatically renew for successive one-year renewal terms (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”) unless terminated earlier by either Party in accordance herewith.

B. This Agreement may be terminated in any of the following circumstances:

(1) In the event that a Party breaches the terms of this Agreement and such violation(s) continue(s) and remain(s) unresolved to the reasonable satisfaction of the non-breaching Party for a period of five (5) days following written notice by the non-breaching Party of such violation(s), such non-breaching Party may terminate this Agreement by sending written notice thereof to the breaching Party.

(2) In the event of a change in the Control of any of the Parties (it being specified that any such change is required to be notified to the other Party), then the other Party shall have the right to terminate the Agreement immediately by sending written notice the Party experiencing the Change of Control.

(3) Solely for Services that are not Dedicated Resource Services, and subject to any immediate termination rights set forth herein, Fetchr may terminate this Agreement at any time by providing the Client with seven (7) days’ prior written notice. Solely for Services that are not Dedicated Resource Services, the Client may terminate this Agreement at any time by providing the non-terminating Party with thirty (30) days’ prior written notice. In the event the Client wishes to terminate for convenience and any minimum order provisions have been agreed to by the Parties for an extended period of time that shall exceed the notice of termination, then the Client shall be required to continue with such minimum orders on the same terms and conditions until the term of the minimum orders agreed to between the Parties lapses.

(4) Default termination provisions for Dedicated Resource Services are set forth in Annex 1 (*Dedicated Resource Services*).

(5) Fetchr may immediately terminate this Agreement in the event of non-payment by the Client that remains outstanding for more than fifteen (15) days following the date such invoice is due. A termination by Fetchr of this Agreement for non-payment of fees for Services shall be without prejudice to any of Fetchr’s further rights and remedies hereunder or at law.

(6) Fetchr may terminate this Agreement immediately in the event of a material breach involving fraud, theft, misrepresentation, or other similar serious violations as determined by Fetchr in its sole discretion.

(7) Fetchr may suspend Services, terminate Services, set off any monies owed to Fetchr against any funds held by Fetchr for the Client (including without limitation COD proceeds from Customer Contracts), assess interest and/or late fees in accordance with this Agreement, assess reinstatement fees, or take any other reasonable action as a result of non-payment, partial payment, or late payment (as the case may be) by the Client to Fetchr. Late payment shall mean any payment that is seven (7) or more days past due as determined by Fetchr.

(8) For the avoidance of doubt, a termination of one or more Services by either Fetchr or the Client shall not necessarily constitute a termination of this Agreement as a whole unless otherwise specified by a Party.

## **7. Relationship of the Parties; Indemnity**

A. By entering into this Agreement, the Parties do not intend to create any relationship of employment, partnership, or joint venture, and at no time shall Fetchr position itself as affiliated with the Client in any way other than as an independent contractor for the provision of Services as described herein.

B. Each Party shall, in good faith, take commercially reasonable measures to mitigate the impact, including without limitation any financial impact, to itself and/or the other Party for any breach(es), even when the other Party is the cause of such breach(es). This duty shall apply to each Party through effective termination, including without limitation actions and obligations prior to effective termination.

C. The Client agrees to indemnify Fetchr against, and keep Fetchr (together with its shareholders, directors, officers, employees, agents, contractors, etc.) and its Affiliates (together with its shareholders, directors, officers, employees, agents, contractors, etc.) harmless from, all costs, claims, liabilities, and demands of any nature that may be incurred, directly or indirectly, with respect to third parties in connection with any breach(es) related to the Goods that are being delivered by Fetchr that are the subject of the Customer Contract executed directly between the Client and each of its Customers.

D. The Client shall fully indemnify (including without limitation attorneys’ fees) and hold Fetchr harmless for any loss or damage arising out of the Client’s failure to comply with the following warranties and representations: (i) all information provided by the Client or its representatives is complete and accurate; (ii) the Goods are acceptable for transport under Section 6 (*Compliance with Applicable Laws and Regulations*); (iii) the Goods were prepared in secure premises by reliable persons and were protected against unauthorized interference during preparation, storage, and any transportation to Fetchr; (iv) the Client has complied with all applicable customs, import, export, data protection laws, sanctions, embargoes, and other laws and regulations; and (v) the Client has obtained all necessary consents in relation to personal data provided to Fetchr including the Customer’s data as may be required for transport, customs clearance, and delivery, such as, but not limited to, physical address, legal name, e-mail address, mobile phone number, etc. (all as determined by Fetchr in its sole discretion).

E. The Client represents and warrants, and covenants, that all Goods that are the subject of the Customer Contract are not counterfeit, are legally able to be shipped to the Customer in the jurisdiction of the Territory where the Customer requests delivery of the Goods, and meets the description of the Goods as advertised to the Customer online and under the Customer Contract. The Client shall fully indemnify (including without limitation attorneys’ fees) and hold Fetchr harmless for any loss or damage arising out of

the Client's failure to comply with the foregoing or any acts of assault, battery, or other damage caused by a Customer against Fetchr or any of its agents performing the Services.

#### **8. Confidentiality**

A. This Agreement, all of the negotiations and communications resulting therefrom, and all data exchanged accordingly shall be treated as strictly confidential. Disclosing any of the information contained herein may be cause for immediate termination on providing credible evidence by either Party. Public announcements with respect thereto may only take place in close consultation and after prior written approval of the Parties.

B. Each Party acknowledges that the other Party may be irreparably harmed by a breach of this Agreement and a Party's confidentiality obligations and that damages alone may not necessarily be an adequate remedy. Accordingly, each Party acknowledges that injunctive relief, specific performance, or other equitable relief in favor of the compliant Party may be an appropriate and necessary remedy for any actual breach.

#### **9. Force Majeure**

A. Neither Party shall be liable for any failure to perform any of its obligations under this Agreement if such failure is caused by Force Majeure. "Force Majeure" shall include acts of God (e.g. earthquake, hurricane, cyclone, storms (rain, sand, etc.), flood, fog, etc.), war, forced evacuations, fire, plane crash, automobile crash, embargo, riot, extreme financial hardship, civil commotion, government action(s), change of law (or application of existing law), industrial action, banking malfunctions, or any other cause that is outside the scope of control of the Parties.

B. In such cases, each Party agrees to use commercially reasonable efforts to mitigate any damages that might be caused to either Party as a result of Force Majeure.

C. For the avoidance of doubt, in the event the Client declares Force Majeure, the Client's obligation to pay all costs, fees, and expenses owed to Fetchr shall continue and survive any suspension or termination of this Agreement due to Force Majeure.

#### **10. Liability**

A. Fetchr's liability is strictly limited to direct loss and damage to a Shipment only subject to any further limitations set forth in this Agreement and/or by applicable law. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business, and any special, punitive, or consequential damages), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to Fetchr's attention prior to, or after, its occurrence.

B. Exclusive of Force Majeure, Fetchr shall not be liable for any loss or damage arising out of circumstances beyond Fetchr's control (as determined by Fetchr in its sole discretion). These include without limitation electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to Fetchr; any act or omission by a person not employed or contracted by Fetchr – e.g. Client, Customer, third party, customs, or other government official.

C. Other than for liability attributable to Fetchr's proven gross negligence and/or willful misconduct, Fetchr's aggregate liability arising out of, or in connection with, this Agreement shall not exceed, in the aggregate, One Hundred United States Dollars (US\$100) (or the equivalent in local currency in the Territory at the time any such liability is incurred).

D. Subject to the limitations of liability set forth hereunder, or any further limitations indicated herein, Fetchr shall be liable for the loss of, or obvious damage to, the Client's Shipment while, and only while, it is within Fetchr's sole custody and control. The Goods shall be in considered in Fetchr's sole custody and control when the shipment is picked up at the Client's address and until the Customer, or an agent of the Customer, acknowledges that the Goods are received.

E. Where one or more Services are performed by one or more of Fetchr's contracted business partners (e.g. DHL, Zajil, etc.), the terms of carriage (and other relevant terms and conditions) of the most restrictive terms and conditions among all business partners shall apply with respect to the shipment of any Goods. This shall include any international conventions that may apply at the time of the incident.

F. Fetchr's liability, with respect to any single shipment, is, in any event, limited to the wholesale value of the Goods constituting the shipment up to a maximum of One Hundred United States Dollars (US\$100) in the aggregate (or the equivalent in local currency in the Territory at the time any such liability is incurred). Such limitation shall apply to any COD proceeds, see [Annex 2 \(Cash on Delivery\)](#) for more details. If the Client regards these limits as insufficient, then the Client, or the Client's Customer, may make its own insurance arrangements in excess of such limitation.

G. Where carriage by air (through one of Fetchr's third party contracted business partners) involves an ultimate destination or stop outside the country of origin, the Warsaw Convention may apply. The Warsaw Convention governs, and in most cases limits, the liability of carriers in respect of loss of or damage or delay to cargo. (For the purpose of these terms, the phrase "**the Warsaw Convention**" means (i) the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on October 12, 1929 or (ii) that Convention as amended or supplemented by any protocol or supplementary convention or (iii) the Montreal Convention 1999, whichever is applicable.) Notwithstanding any clause to the contrary, international carriage by road may be subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road signed at Geneva on May 19, 1956 (the "**CMR Convention**").

H. Where the Warsaw Convention, CMR Convention, or any national laws implementing or adopting these conventions apply (for

convenience referred to as “**Convention Rules**”) or where (and to the extent that) other mandatory national law applies, the liability of Fetchr is governed by, and will be limited according to, the applicable rules. In all circumstances, the terms and conditions of the third party contracted business partner shall apply when Fetchr’s Services involve international (cross border), air, or long-haul delivery of any nature whatsoever.

**11. Notices:** All notices, requests, demands, and other communications provided by a Party under this Agreement shall be made in writing and shall be deemed to have been given or made on the date of delivery, in the case of hand delivery, or upon receipt if transmitted by reputable post or courier, by electronic transmission, or any other means recognized by applicable law, addressed (in any case) as follows:

**If to Fetchr, address to:**

MENA 360 DWC-LLC  
ATTN: Legal Department  
Dubai South, Building B4, 5th Floor  
P.O. Box 391282  
Dubai, United Arab Emirates

**If to the Client, address to:**

See the Agreement, or Cover Letter, for the Client’s notice address. If no address is known, then the Client’s address on their trade license, or, in the case of an individual, their identification shall be used for notice purposes (along with any electronic mail address).

**12. Non-Assignment; Amendments; Rights of Third Parties**

- A. The rights and obligations of a Party set forth herein may not be assigned by any Party without the prior written approval from the other Party hereto (such consent not to be unreasonably withheld by either Party).
- B. Except as otherwise explicitly allowed herein, amendments to the terms of this Agreement, or the obligations contained herein, shall only be effective if made by a written document signed by an authorized signatory of each of the Parties.
- C. The foregoing notwithstanding, Fetchr may amend this Agreement at any time without notice to the Client. Any and all amendments to these Terms and Conditions shall be published at [www.fetchr.us/legal](http://www.fetchr.us/legal) and shall be effective on the date of publication thereof. The Client is responsible for periodically checking this Agreement online to remain updated and in compliance with these terms. The Client’s continued use of Services following the implementation of any amendment to the Agreement shall constitute affirmative and unconditional acceptance by the Client to be bound by any such changes, amendments, and/or modifications to this Agreement.
- D. No terms and conditions of this Agreement shall be enforceable by a person who is not a party to this Agreement.

**13. Waiver and Severability**

- A. The failure by a Party to exercise any right hereunder shall not in any way be deemed to constitute a waiver of such right, and shall not in any way affect the entitlement of such Party to exercise such right or any other rights and remedies afforded to a Party under applicable law.
- B. The fact that any section or clause hereunder may become void, unenforceable, invalid, or inapplicable shall not affect the validity of the remaining portions of this Agreement, and it shall not in any way release the Parties from performance, and continued performance, of each Party’s obligations hereunder.
- C. The provisions of this Agreement are independent from, and shall not be subject to, the provisions of any other agreement (written or otherwise) entered into by the Parties except those sections or clauses that specifically incorporate, by reference, the definitions of terms as defined in other agreements referred to herein, and no other such documents may be interpreted as derogating from the provisions of this Agreement.

**14. Entire Agreement; Counterparts; Conflicts**

- A. This Fetchr Services Agreement (along with, if applicable, the Cover Letter) shall form an integral part of the Agreement between the Parties. This Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous communications, understandings, representations, and negotiations, with respect to the Services and other matters covered by this Agreement.
- B. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one (1) agreement.
- C. In the event of a direct conflict between the terms and conditions of this Agreement and the Client’s waybill, the terms and conditions of this Agreement shall apply as between the Parties.

**15. Governing Law and Dispute Resolution**

- A. This Agreement shall be construed, enforced, governed, and controlled by the laws and regulations of the Dubai International Finance Center (the “**DIFC**”).
- B. The Parties shall use all commercially reasonable means to settle any disputes arising from this Agreement amicably within fourteen (14) days of becoming aware of such dispute.
- C. Any disputes that remain unresolved through management escalation of each of the Parties shall be finally and exclusively referred to, and settled by, arbitration to be held at the DIFC-LCIA Arbitration Centre (the “**Centre**”) at the courts located in DIFC, Dubai, United Arab Emirates. This Agreement shall be construed and implemented, along with settlement of any disputes arising

thereof, accordingly.

D. Any disputes referred for arbitration by either Party shall be submitted to the Centre with the proceedings governed by the then-current arbitration rules of the Center (the "**Rules**").

E. Timing shall be of the essence with respect to deadlines, and the Parties agree to take all commercially reasonable measures to ensure that the arbitration proceedings are conducted in an efficient manner (with the goal of the Parties being the issuance of a final, non-appealable arbitral ruling no later than sixty (60) days following the initial hearing called by the arbitrator to commence proceedings).

F. The arbitration shall be conducted in front of one (1) arbitrator. The arbitrator shall be selected by the Centre in accordance with the Rules. The foregoing notwithstanding, the arbitrator selected by the Centre to hear and finally resolve any dispute between the Parties must be (i) an experienced arbitrator, (ii) a commercial lawyer with at least ten (10) years of experience applying governing law to the subject matter of the dispute, and (iii) completely fluent in English (with a preference for an arbitrator that is equally fluent in Arabic).

G. This Agreement has been drafted, negotiated, and executed in the English language. In the event that a translation is absolutely required by the arbitrator or the Centre to resolve a dispute, then the Parties shall split the cost of translation, and Fetchr shall select a licensed translator that is certified to perform the required translations in Dubai, United Arab Emirates.

**Annex 1**  
**Dedicated Resource Services**

- A. If applicable, Fetchr and the Client may agree on the provision of Dedicated Resource Services provided by personnel sourced, or otherwise procured, by Fetchr. For the avoidance of doubt, Dedicated Resource Services are a subset of Services, which are subject to the specific terms and conditions specified hereunder unless otherwise agreed to in writing by the Parties.
- B. Unless otherwise agreed to in writing by the Parties, any physical assets that are provided to the Client by Fetchr as part of the Dedicated Resource Services shall be solely and exclusively managed by the Client on a day-to-day basis. Any damage, as determined by Fetchr, done to any physical assets while under the care of the Client shall be the Client's responsibility in full.
- C. Unless otherwise agreed to in writing by the Parties, the Client is exclusively and solely responsible for managing the day-to-day affairs of each member of the Dedicated Resource Services personnel (each, a "**Member**" and collectively, the "**Members**"), including without limitation any replacement and/or temporary Member assigned to the Client. The Client shall be responsible for reporting any issue(s) with any Member(s) in a timely manner (relative to the nature of the incident(s) and as determined by Fetchr in its sole discretion) to Fetchr for action, including without limitation termination of the Member. In the event an issue is not reported to Fetchr, then Fetchr shall not be held responsible for any such issue, such as, for example, any consequence that prevents the Client from dismissing the Member for cause due to lack of inaction under the relevant employment laws. The Client shall be responsible for ensuring that each Member is made aware of the Client's internal policies and procedures and for providing each Member with the information required to perform the job required of the Member by the Client. Unless otherwise agreed in writing between the Parties, Fetchr's screening of each Member relies solely on the background checks, if any, performed by government authorities in the jurisdiction in the Territory where the Member is working for the Client. Although Fetchr conducts preliminary interviews and assesses the suitability of an individual Member's basic ability to perform a function in accordance with the Client's written job description, Fetchr cannot protect against all issues that may arise with respect to a specific individual Member, including without limitation incidents of criminal activity. Accordingly, all liability directly or indirectly related to the activities of each Member is specifically and explicitly disclaimed since (a) final determination to use the Member is made exclusively and solely by the Client in accordance herewith, (b) ability to work in the jurisdiction of the Territory is determined by the government authorities (and, consequently, not by Fetchr), (c) the Client, and not Fetchr, manages each Member(s) exclusively and solely on a day-to-day basis, and (d) the Client, and not Fetchr, is exclusively and solely responsible for training the Members for the specific function the Member is performing on behalf of the Client.
- D. Unless otherwise indicated, the Member shall execute a standard employment agreement and be entitled to only the basic benefit provisions made available to employees in the jurisdiction in the Territory where the Member is employed. In the event the Client wishes for the Member to (a) be subject to its policies and procedures, (b) provide additional benefits over and above those prescribed by law, (c) execute any written documents as a condition of employment (e.g. non-disclosure agreement, acceptance of policies and procedures, etc.), or (d) be subject to any other terms and conditions, then the Client must communicate such additional conditions to Fetchr prior to onboarding of the Member so that Fetchr can coordinate agreement of any such conditions prior to the commencement of Dedicated Resource Services by a Member. In addition, and exclusive of the foregoing, in the event the Client does not share any Client-specific policies and procedures, or otherwise does not include adherence by each Member to such policies and procedures as a written condition of employment, then such policies and procedures may not be used as justifiable grounds to terminate, suspend, and/or otherwise replace a Member. If the Client terminates a Member without legal justification and/or takes any action against a Member that is illegal, the Client shall be responsible for all costs, fees, and expenses, including attorneys' fee, related to such action and shall indemnify Fetchr accordingly. In the event the Client provides any written conditions as a condition of onboarding a Member, then the Client represents and warrants that each such condition is legally valid and enforceable under the laws and regulations of the jurisdiction in the Territory in which the Member is performing his/her duties.
- E. Fetchr shall solely be responsible for ensuring that each Member is eligible to provide the Services in accordance with applicable laws and regulations (e.g. the Member has not been rejected by immigration authorities in the jurisdiction in the Territory in which the Member is performing his/her duties) and based on the job description provided to Fetchr by the Client. The Client shall sign off on each Member to ensure the duties that the Client expects to be performed by the prospective candidate can be performed by such candidate in a manner acceptable to the Client and in accordance with the law. In the event a Member has commenced duties with the Client without formal approval in writing from the Client, such Member shall be deemed formally approved and accepted by the Client, including without limitation with respect to replacement and/or temporary Members. Fetchr shall only be responsible for Members if such Members are under Fetchr's direct supervision at the time an incident occurs. Fetchr cannot be held liable, and the Client disclaims any liability with respect to Fetchr, for any incidents, including without limitation criminal acts, committed directly or indirectly by Members deployed to the Client by Fetchr while such Members are not under the direct day-to-day supervision of Fetchr, or not under the direct supervision of Fetchr at the time of the incident. In addition, Fetchr cannot be held liable, and the Client disclaims any liability with respect to Fetchr, for any incidents that (a) occur while the Member in question is not on duty (e.g. after their set work hours for a given day), (b) occur as a result of the Client's failure to secure their premises adequately (e.g. lack of security guards, lack of CCTV, failure to follow policies and procedures to mitigate loss and/or damage, failure to abide by loss

prevention program policies, etc.), (c) the Client's failure to adequately manage and/or supervise their personnel, including without limitation each Member (e.g. training, providing the Client's code of conduct, policies and procedures, etc. and ensuring the same is read), and facilities, and (d) any other act that constitutes negligence by the Client in Fetchr's reasonable opinion. This provision shall apply to all of Fetchr's personnel including without limitation those not classified as a Member.

F. The Client represents and warrants that it shall treat each Member humanely and within the confines of the law. In the event the Client breaches this provision, Fetchr shall have the right to immediately terminate this Agreement, and the Client shall indemnify Fetchr against any claims of abuse brought against Fetchr by a Member, or class of Members, based on the Client's illegal behavior and/or ill treatment (as determined by Fetchr in its sole discretion).

G. Following the effective date of termination of the Dedicated Resource Services, (a) the Client will not be obligated to order any such terminated Services past effective termination; (b) the Client will pay Fetchr for all Services (plus any penalties, fees, costs, and expenses related to the Services and/or early termination) performed prior to the effective date of termination (in accordance with Paragraph 4 (*Invoicing and Payment Terms*); and, Annex 2 (*Cash on Delivery*)) of the "**Service Agreement**" portion of this Agreement; (c) the Client will not be obligated to pay Fetchr for any such terminated Services performed after the effective date of such termination; and (d) other than unfulfilled payment obligations, neither Party will have any obligation or liability to the other Party (including, but not limited to, anticipated revenues or profits based upon this Agreement or for any costs or expenses incurred in reliance upon this Agreement) arising from the termination of the Services itself. For the avoidance of doubt, the Client may only replace/terminate a dedicated resource for specific, justified, legal, and reasonable cause in writing (e.g. proven theft, physical assault, etc.) as reasonably determined by Fetchr. In all cases where a resource is terminated and replaced for cause, Fetchr shall have a commercially reasonable amount of time to replace any such dedicated resource.

H. Unless otherwise agreed to in writing, the Client shall provide security against payment in the form of a signed, undated post-dated cheque (or, as determined by Fetchr, other acceptable form of security such as a bank guarantee, letter of credit, or cash on deposit) equal, initially, to twenty-five percent (25%) of the monthly projected cost of the Dedicated Resource Services as determined by Fetchr. Even if this is not required as of the Effective Date, Fetchr may demand such security at any later date. On a quarterly basis, Fetchr shall evaluate the actual costs of the Dedicated Resource Services, and as a result, Fetchr may demand replacement of the signed, undated post-dated cheque so that it equals twenty-five percent (25%) of the actual costs incurred by the Client over the previous quarter. The Client agrees and understands that Fetchr may demand, for any reason, the issuance of a replacement post-dated cheque from time to time provided that Fetchr either returns or destroys (or declares as lost or missing) the existing post-dated cheque in its possession.

I. Requests by the Client for the replacement/termination of a Member due to minor incidents, performance issues (that are unaccompanied with multiple proper written warnings and/or performance improvement training attempts), etc. shall be considered as a replacement/termination for convenience as reasonably determined by Fetchr, and the termination of such Member(s), even when a replacement is provided, shall require the appropriate written notice in accordance with this Agreement. The Client shall provide written notice for a replacement/termination for convenience in accordance with this Agreement. In all cases where a Member is terminated and replaced for convenience, Fetchr shall have a commercially reasonable amount of time to replace any such Member, and any costs, fees, expenses, etc. associated with a replacement Member that is sourced (including with respect to the terminated Member) as a result of a termination for convenience shall be borne by the Client.

J. This shall be in addition to, and exclusive of, all penalties, charges, expenses, fees, etc. that may already be due and payable to Fetchr for accrued charges, expenses, fees, etc. up to the point of effective termination as it relates to each such terminated dedicated resource. The Client may not hire (poach) and/or solicit for hire (directly or indirectly through a third party) any dedicated resource without the prior written consent of Fetchr at any time during the term and for one (1) year following effective termination (with respect to each individual dedicated resource). This shall include any Member that is managed, but not directly employed, by Fetchr that carry out the Services (e.g. drivers employed by a third-party supplier to Fetchr, but that are managed/sourced/procured by Fetchr and provided to the Client as a Member). This fee shall apply relative to a specific dedicated resource's start and end dates (as recorded and determined solely by Fetchr) at the time of receipt of a notice of termination from the Client.

K. When and if applicable, for Dedicated Resource Services, unless otherwise agreed to in writing by the Parties, the Client may terminate a Dedicated Resource Service, or any portion thereof, at any time by providing Fetchr with ninety (90) days' prior written notice. The foregoing notwithstanding, in the event the Client initiates termination, the Client shall be responsible for any and all third-party costs, fees, and expenses related to such termination as determined by Fetchr in its sole discretion. In the event of a termination and replacement of a Member, or Members, of the Dedicated Resource Services initiated by the Client, the Client shall be responsible for any and all third-party costs, fees, and expenses related to such termination and replacement. For Dedicated Resource Services, Fetchr may, exclusive of any further termination rights it may have hereunder or at law, terminate Dedicated Resource Services, either in whole or in part, for convenience by providing the Client thirty (30) days' prior written notice.

L. Either Party may terminate one (1) or more Dedicated Resource Services (e.g. a Member, Members, use of physical assets, etc.) under this Agreement without terminating the remainder of the Agreement as a whole. In such cases, the terminating Party shall set forth in its written notice, with specificity, the Dedicated Resource Service(s) being terminated. Any such termination, in whole or in part, must be done in accordance with this Agreement at all times. For the avoidance of doubt, Fetchr shall have the right to change

a Member (or physical asset, as the case may be) at any time provided that the Client shall have the right to reject a replacement for specific, justified, legal, and reasonable cause in writing. In the event of a valid rejection, as determined by Fetchr, Fetchr shall have reasonable time to find a replacement. Any invalid rejection of any Member (or physical asset, as the case may be) by the Client shall be treated as a termination or replacement for convenience.

**Annex 2**  
**Cash on Delivery**

- A. If applicable, in the event Goods being delivered by Fetchr (or a Fetchr Affiliate, as the case may be) to the Client's Customer have been purchased through cash-on-delivery ("**COD**"), then the payment shall be collected by Fetchr, in its role as a limited payment collection agent, once delivered. For the avoidance of doubt, any funds collected by Fetchr (or a Fetchr Affiliate, as the case may be) that are collected in connection with a Customer Contract are done so by Fetchr as a limited payment collection agent (including without limitation any funds collected by credit, cheque, cash, or other non-cash proceeds).
- B. All payments by Fetchr to the Client for COD purchases shall be made net of currency exchange fees, insurance costs, bank fees, delivery charges, customs, duties, taxes (such as withholding), government fees, late charges, interest, set off, and similar costs.
- C. For Services provided domestically, Fetchr shall transfer all proceeds from Customer Contracts (including without limitation COD proceeds from Customer Contracts) and any other monies owed to the Client by Fetchr into a bank account held with a licensed financial institution in the name of the Client in the Territory where Services are performed.
- D. Fetchr shall provide to the client at their requested frequency, a "**COD Report**" stating details of all the orders delivered within the specific time period and the amount of COD collected. Any disputes by the client must be raised within seven (7) days of the generation of report, failing which it shall be deemed to be correct. No dispute should be raised further.
- E. With respect to COD proceeds related to Services provided internationally, Fetchr shall transfer all such proceeds into a bank account held with a licensed financial institution in the name of the Client (i) in the Territory where the Services are rendered; (ii) the country of legal registration of the Client; or (iii) the country of export of the Goods. Unless otherwise agreed to in writing by the Parties, and subject to applicable law, payment shall not be made to any other country. Payments shall only be made in to the Client's own bank account as provided by the Client in accordance herewith. Fetchr shall not be held liable for any issues related to the transfer of funds to the Client due to issues outside of Fetchr's reasonable control.
- F. The Client may be required to provide additional documentation by a financial institution in order to initiate and/or complete the transfer of proceeds, such as additional documentation related to KYC and AML obligations, and related legal and corporate formalities imposed by the financial institution. The Client agrees to provide all such documentation on demand within a commercially reasonable period. Fetchr shall use commercially reasonable means to assist the Client with any issues arising from such inquiries, but Fetchr shall not be held liable for the delayed payment, or non-payment, of such proceeds to the Client. Any delays in payment to the Client due to banking issues shall not absolve the Client of its payment obligations to Fetchr. Fetchr shall not be liable for any and all bank fees, costs, and expenses related to such processes, including without limitation any fees related to the return of funds.
- G. Any issues related to cash collection caused by the Customer, such as payment by counterfeit bills or refusal to pay at the time of delivery, shall be the responsibility of the Client with its Customer. In the event counterfeit bills are collected by Fetchr, Fetchr shall not be liable for such action, and the Client's only recourse shall be vis-à-vis the Customer and the relevant government authorities. The Client further understands and agrees that the Client shall remain responsible for fees related to Fetchr's Services even in the case of attempted payment by the Customer for Goods using counterfeit bills.
- H. Unless otherwise agreed in writing, the maximum COD amount (the "**Maximum COD Amount**" that can be collected by Fetchr per shipment (which may include multiple Goods) shall be US\$1,360 (or the equivalent in local currency in the Territory). The foregoing notwithstanding, nothing shall prevent Fetchr from agreeing with the Client to make a specific, *ad hoc* delivery, in accordance with this Agreement, on a COD basis that exceeds the Maximum COD Amount provided an authorized representative of Fetchr has agreed to such a delivery in writing beforehand. Fetchr shall not be responsible in any way should the Client fail to seek and receive such written approval for deliveries that exceed the Maximum COD Amount.
- I. In the event the Client avails any Service(s) and no formal written Cover Letter (or similar, mutually agreed written instrument outside of the standard terms and conditions set forth in this Agreement) is signed and executed between the Parties, then all COD proceeds collected by Fetchr may be held indefinitely without recourse by the Client unless and until the Parties have executed mutually agreeable terms in writing (including by electronic transmission) or the Client agrees to unconditionally be bound by Fetchr's standard terms and conditions, including without limitation this Agreement in writing (including by electronic transmission). In the event no such written agreement is reached between the Parties, then Fetchr shall have the right to set off all fees, costs, expenses, etc. owed to Fetchr from any COD amounts collected in accordance with its standard terms and conditions and this Agreement and without prejudice to Fetchr's further rights and remedies under law or by contract. Exclusive of this right, Fetchr shall have the right to sell, or otherwise dispose of, Goods in its possession as it deems fit unless and until the Parties have executed mutually agreeable terms in writing (including by electronic transmission) or the Client agrees to unconditionally be bound by Fetchr's standard terms and conditions, including without limitation this Agreement in writing (including by electronic transmission).
- J. In the event a Client fails to fully settle any of its invoice on time (as determined by Fetchr) and such invoice(s) becomes past due in accordance herewith, Fetchr shall, *inter alia*, have the right to hold the Client's COD remittance until settlement of any and all outstanding invoices occurs in accordance herewith (including without limitation failure to pay disputed invoices). In addition to, and exclusive of the foregoing, an automatic COD proceed deduction will be applied by Fetchr to cover any payments, expenses, costs,

fees, etc. owed to Fetchr by the Client in the event any invoice(s) is/are overdue for more than fifteen (15) days past the original due date. In addition to, and exclusive of the foregoing, Fetchr may suspend, or terminate, Services in the event any Client has not paid any invoice(s) in full and on time as determined by Fetchr. Under such circumstances, suspended or terminated Services shall only be reinstated upon (i) payment of the standard reinstatement fee(s), which is US\$3,000 (or its equivalent in local currency) as of the Effective Date in the Territory (as such fee may change from time to time as determined by Fetchr) and (ii) receipt of full payment of all invoices (including any applicable costs, fees, and expenses related thereto). In addition to, and exclusive of the foregoing, Fetchr reserves the right to hold, or dispose of, any of the Client's Goods in the event there is a payment default that lasts for more than thirty (30) days past the original due date. Any disposal of Goods shall be performed in accordance with this Agreement. The foregoing remedies, singularly and/or collectively, shall be without prejudice to Fetchr's further rights and remedies under this Agreement or at law in response to non-payment, partial payment, or late payment for Services under the Agreement by the Client.