PickMe

Digital Mobility Solutions Lanka (Pvt) Ltd

MERCHANT REGISTRATION FORM

1	Company Name	
2	Company Billing Address:	
3	Nature of Business:	
4	Outlet Name	
5	Merchant Type	
6	Company Registration Number	
7	Type of the company:	
8	Company Website:	
9	Company Telephone no:	
10	Company VAT no:	
11	Company Email Address	
12	Merchant App Usage Fee:	
11	Contact name:	
12	Contact Designation:	
13	Contact mobile no:	
14	Contact email address:	
15	Restaurant/ Branch Address:	
16	Restaurant/ Branch Manager name:	
17	Branch Manager mobile no:	
18	Branch Manager email:	
19	Bank Name:	
20	Bank A/C number:	

21	Branch Name:	
22	Account Name:	
23	Branch Code:	
24	Swift Code:	
25	Date Registered :	
Internal Use Only:		
26	Billing Cycle	
27	Payment terms:	
28	Forecasted Annual Spend:	
29	Account Manager:	
30	Head of Merchants Authorisation:	
31	Head of Operations Authorisation:	

Digital Mobility Solutions Lanka (Pvt) Ltd

SOFTWARE SERVICES AGREEMENT

This **SOFTWARE SERVICES AGREEMENT** (hereinafter referred to as the **"Agreement"**) is made and entered into in Colombo, Sri Lanka on the Date of Commencement:

BY AND BETWEEN

Digital Mobility Solutions Lanka Private Limited, a Company registered under the Companies Act No.7 of 2007 and having its registered office at NO.309, High Level Road, Kirulapona, Colombo 06, Sri Lanka ("Hereinafter referred to as "**DMSL**", which term and expression as hereinafter used shall mean and include the said Digital Mobility Solutions (Private) Limited, its permitted assigns and successors);

AND

 {Legal Company Name}   (hereinafter referred to as the "Customer").

DMSL provides Customer the PickMe Merchant Portal for the purpose of connecting the Customer with Users of the PickMe Application and Third-party Mobility Service Providers. Customer acknowledges and agrees that DMSL is a technology services provider that does not provide Transportation Services, function as a transportation carrier or agent for the transportation of goods or food.

In order to use the PickMe Merchant Portal, Customer must agree to the terms and conditions that are set forth below. Upon Customer's execution of this Agreement, Customer and DMSL shall be bound by the terms and conditions set forth herein.

1. PROVISION OF SERVICES

a. Subject to continuous compliance with this Agreement, DMSL hereby grants Customer a limited, nonexclusive, non-transferable license to access and use PickMe Merchant Portal during the Term. The Customer may provide, make available to, or permit authorized users to use or access PickMe Merchant Portal, in whole or in part.

b. During the Term (as defined herein), DMSL may update or modify the PickMe Merchant Portal, to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of a third-party program. Before DMSL makes such changes or modifications to PickMe Merchant Portal, DMSL will be responsible to duly notify the Customer about the impacts of such changes towards the business operations of the Customer.

c. Customer shall not, and shall not allow any other party to provide, make available to, or permit individuals other than Authorized users to use or access PickMe Merchant Portal, in whole or in part; (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the PickMe Merchant Portal in any way; (b) modify or make derivative works based upon the PickMe Merchant Portal; (c) improperly use the PickMe Merchant Portal, including creating Internet "links" to any part of the PickMe Merchant Portal, "framing" or "mirroring" any part of the PickMe Merchant Portal on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the PickMe Merchant Portal; (d) reverse engineer, decompile, modify, or disassemble the PickMe Merchant Portal, except as allowed under applicable law; or

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(e) send spam or otherwise duplicative or unsolicited messages. ; (v) create, market, distribute add-ons or enhancements or incorporate into another product the Services or Software without prior written consent of DMSL

d. In addition, Customer shall not, and shall not allow any other party to, access or use the PickMe Merchant Portal to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the PickMe Merchant Portal an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the PickMe Merchant Portal; or (iv) attempt to gain unauthorized access to the PickMe Merchant Portal or its related systems or networks.

2. USE OF PICKME MERCHANT PORTAL

a. Upon execution of this Agreement, DMSL will enable Customer to access DMSL's browser-based online PickMe Merchant Portal, that enables Customer to request on-demand ground transportation and logistics services provided by independent third-party providers to fulfil the orders received from the users of the PickMe Application through the PickMe Merchant Portal.

b. The Customer will arrange and pack the orders received through the PickMe Merchant Portal promptly complying with the delivery schedules and timelines that have been represented for products on the PickMe Merchant Portal, pack them with caution, and present them with courtesy to the Mobility Service Provider. The Customer is fully responsible for quality, safety and suitable packaging of the delivery goods and meals and shall adhere to all applicable laws and regulations in relation to the preparation, provision and packaging of the goods and meals. The Customer shall not be liable and/or responsible for delivery of goods or meals.

c. The Customer will determine and set the retail price for each Product and Meal to be made available for sale via the PickMe Merchant Application. The Customer will be responsible for remittance of applicable Indirect Tax (including but not limited to Value Added Tax ('VAT'), Nation Building Tax ('NBT'), Tourism Development Levy ('TDL'), Colombo Municipal Corporation Tax ('CMCT')

d. The Customer is responsible for: (a) ensuring that all information provided by the Customer to DMSL shall be true and accurate and not misleading in any respect at all times (b) reviewing their SKUs (stock keeping units) and Menu and other information on the PickMe Merchant Portal and ensuring that all information is up to date and in line with the applicable laws.

e. The Customer is responsible for costs related to reimbursement to the Users of the PickMe Application in the event any such User(s) request a refund for any product(s), good(s) Meal(s) for reasons that are mutually considered by DMSL and the Customer as reasonable.

f. DMSL reserves the right to temporarily suspend provision of the PickMe Merchant Portal in the event of:(a) User complaints which are directly applicable to the quality of product, goods or food, (b) Breach of quality or safety standards or other such applicable laws by the Customer, (c) Non-adherence to DMSL's delivery schedules and timelines that have been represented to customers on the Platform, (d) Misbehavior with or harassment of DMSL staff, Mobility Service Providers or users or (e) any other reason determined by DMSL that will result in a negative experience for Users of the PickMe application.

3. PROPRIETARY RIGHTS.

a. All use of a DMSL's Intellectual Property by Customer will be in the form and format approved by DMSL, and Customer will not otherwise use or modify DMSL's Intellectual Property without DMSL's prior written consent. All goodwill related to Customer's use of DMSL's Intellectual Property shall inure solely to the benefit of DMSL. Intellectual Property will at all times remain the exclusive property of DMSL. Except as expressly set forth herein, DMSL does not, and shall not be deemed to, grant Customer any license or rights under any intellectual property or other proprietary rights. All rights not granted herein are expressly reserved by DMSL.

b. Customer hereby grants DMSL the right to display Customer's Intellectual Property throughout the Term in accordance with this Section: (i) on DMSL's website, and (ii) in any list of companies describing with whom DMSL has engaged in similar marketing or promotional activities, as long as such use is in compliance with Customer's brand guidelines, if any.

c. Each party acknowledges and agrees that there shall be no development of technology, content, media or other intellectual property by either party for the other party pursuant to this Agreement. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between DMSL and Customer prior to the commencement of any such activities.

d. DMSL shall remain the owners of all right, title and interest in and to PickMe Merchant Portal including any updates, enhancements and new versions thereof, all data related to the use of the Portal, and all related documentation and materials provided or made available to Customer or any proposed or current Authorized User in connection with this Agreement.

e. Other than as expressly set forth herein, neither party may use or reference the other party's name, logo, trade Intellectual Property or service Intellectual Property in a press release or otherwise without the prior consent of such other party in each instance.

4. FEES AND PAYMENT

a. In consideration of DMSL's provision of the PickMe Merchant Portal, the Customer agrees to pay DMSL a Merchant App Usage Fee as mentioned in Addendum A.

b. Payments will be made on every working day after deducting the above-mentioned Merchant App Usage Fee from the order amount. This will be depicted in the E - Wallet in the merchant application.

5. PRIVACY AND CONFIDENTIAL INFORMATION

a. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party. Confidential Information includes Driver IDs, Information of the Customers, and the transaction volume, marketing and business plans, business,

financial, technical, operational and such other non-public information of the disclosing party (whether disclosed in writing or verbally) that disclosing party designates as being proprietary or confidential or of which the receiving party should reasonably know that it should be treated as confidential.

b. Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the disclosing party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the disclosing party to any third party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party upon the termination of this Agreement or at the request of the disclosing party. (subject to applicable law and, with respect to DMSL, its internal record-keeping requirements).

6. DISCLAIMER AND WARRANTIES

a. Each party hereby represents and warrants that (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder, (b) such party's acceptance of this Agreement, as well as such party's performance of the obligations set forth in this Agreement, does not and will not violate any other agreement to which such party is a party, and (c) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin

b. Customer represents and warrants that
   i. Customer has all rights and consents, where necessary, to provide DMSL with data and any other information provided to DMSL hereunder,
   ii. Customer will use Personal data and any other information provided by DMSL solely for legitimate business purposes including business expense, processing, accounting, and budgeting purposes,
   iii. is in compliance and shall remain in compliance during the Term, with all applicable laws, rules and regulations of Sri Lanka, including those relating to data protection, privacy, identity theft, data breach, consumer protection, and data security, and any applicable industry standards relating to privacy and data security;
   iv. Customer will only share and provide access to Personal data and any other information provided by DMSL to Customer's personnel who have a business need to access such Personal data and information,
   v. Customer will not disclose Personal data and any other information provided by DMSL to any third party, unless expressly authorized in writing by DMSL, and who are in each case bound by privacy and security obligations regarding such personal data and information at least as restrictive as those contained herein unless required by any law enforcement agency or under the law of Sri Lanka.
   vi. Customer will not rent or sell Personal data and any other information provided by DMSL for any purpose not authorized by DMSL,
   vii. Customer will not use Personal data and any other information provided by DMSL in any way that harms DMSL or benefits a competitor of DMSL,
   viii. Customer's Intellectual Property as may be provided to DMSL pursuant to this Agreement will not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party

c. Except as expressly provided herein, DMSL provides the PickMe Merchant Portal "as is" and without warranty. DMSL does not warrant that the functions contained in the PickMe Merchant Portal will meet Customer's requirements or that the operation of the PickMe Merchant Portal will be uninterrupted or error free. DMSL

hereby disclaims all other warranties with respect to this agreement, whether express or implied, including, without limitation,

i.   any implied or statutory warranties covering the PickMe Merchant Portal and

ii.   any implied warranties of merchantability, non-infringement or fitness for a particular purpose.

d. Customer acknowledges and agrees that DMSL is a technology service that enables access to request on-demand ground transportation and logistics services provided by independent third-party providers. DMSL is not a transportation or logistics provider. DMSL does not guarantee availability of transportation or logistics services, on-time arrivals or departures thereof, or any other services levels related to independent transportation or logistics providers that may be obtained via the PickMe Merchant Portal.

7. INDEMNIFICATION.

a. Customer (the "Indemnifying Party") will indemnify, defend and hold harmless DMSL(the "Indemnified Party"), its respective directors, officers, employees, agents, successors and assigns against all claims, damages, losses and expenses (including reasonable outside attorney fees) with respect to any third-party claim arising out of or related to

i.   a breach (or claim that, if true, would be a breach) of any of the Indemnifying Party's representations or warranties in this Agreement or any Addendum, or

ii.   the infringement of a third party's intellectual property rights by the Indemnifying Party's Marks, but only if such Marks have been used by the Indemnified Party in the manner approved by the Indemnifying Party.

b. The Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.

8. LIMITATION OF LIABILITY

a. Other than with respect to

i.   a party's indemnification obligations,

ii.   damages arising from either party's breach of its confidentiality obligations set forth in this agreement, or,

iii. damages arising from either party's breach of any representations or warranties set forth in this agreement,

in no event shall DMSL be liable for any indirect, punitive, incidental, exemplary, special or consequential damages, or for loss of business or profits, suffered by the other party or any third party collectively arising out of this agreement and all Addendum, whether based on contract, tort or any other legal theory, even if Customer (or their agents) has been advised of the possibility of such damages.

b. and in no event shall DMSL be liable under this agreement and all Addendum for any direct damages in an amount exceeding the greater of the total amounts paid or payable by Customer to DMSL hereunder in the twelve months preceding the incident that gave rise to the liability

c. Customer acknowledges and agrees that any and all claims Customer has or purports to have against DMSL should be notified to DMSL within 7 days after the event(s) that gave rise to such claim and that Customer forfeits all rights in respect of that claim if Customer fails to do so. Nothing in this Section purports to limit or exclude liability that cannot be limited or excluded by applicable law.

9. TERMINATION.

a. This Agreement shall commence on the date that the Agreement is executed by Customer, (mentioned as the "Date of Commencement" in Addendum A) and shall continue until terminated as set forth herein.

b. Either party may terminate this Agreement including any addendums thereto: (a) **without cause at any time upon giving the other party thirty (30) days' prior written notice**; (b) immediately, without notice, for the other party's material breach of this Agreement or the addendums thereto; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party.

c. All Addendums to this agreement shall automatically terminate upon the termination of this agreement. All outstanding payment obligations and sections on Proprietary Rights, Fees and Payment, Privacy and Confidential Information, Disclaimer and Warranties, Indemnification and Governing Law and Dispute Resolution of this agreement shall survive the termination.

10. GENERAL

a. DMSL reserves the right to modify the terms of this Agreement or the Addendums at any time, effective upon publishing an updated version of this Agreement or Addendums, as applicable, on the DMSL Website. DMSL reserves the right to modify any information referenced at hyperlinks from this Agreement or the addendums from time to time. DMSL will provide Customer with notice of any such modifications or updates through the email DMSL has on file and/or through the PickMe Merchant Portal. Customer is responsible for updating contact information through the PickMe Merchant Portal and regularly reviewing the PickMe Merchant Portal, this agreement and any applicable addendums for updates and information from DMSL.

b. Customer may be presented with certain Addendums from time to time. Addendums are in addition to, and shall be deemed a part of, this Agreement. Addendums shall prevail over this Agreement in the event of a conflict.

c. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with a (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the contents and purpose of this Agreement.

d. This Agreement, including all Addendums, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or

undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to.

e. Any notice delivered by DMSL to Customer under this Agreement will be delivered by email to the email address associated with Customer's account or by posting on the PickMe Merchant portal available to the Customer. Any notice delivered by Customer to DMSL under this Agreement will be delivered by email to the email address provided to the Customer by DMSL or posted to the address given in the agreement by registered post.

f. Any delay in or failure by either party in performance of this Agreement, or an Addendum, shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labour disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under the applicable agreement.

g. This Agreement and each of the Addendum may not be assigned, in whole or in part, by a party without the prior written consent of the other party, provided that each party may assign this agreement, upon notice to the other party, to (a) an Affiliate of such party, or (b) in connection with the sale of all or substantially all of such party's equity, business or assets. Subject to the foregoing, this Agreement and all of the Addendum shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns.

h. Nothing in this Agreement, or any Addendum, shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party.

i. Each party shall be responsible for the payment of its own tax liability arising from these General Terms or any Addendum.

11. GOVERNING LAW AND DISPUTE RESOLUTION

a. This Agreement shall be governed by and construed in accordance with the laws of Sri Lanka. Subject to clause

   (below), the courts in Colombo shall have the exclusive jurisdiction in connection with this Agreement.

b. If any dispute arises between the Customer and DMSL, in connection with, or arising out of, this Agreement, the dispute shall be referred to arbitration under the Arbitration Act. No. 11 of 1995 (Sri Lanka) to be

   adjudicated by an arbitrator to be appointed by mutual consent of both parties. Arbitration shall be held in Colombo. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.

c. In addition to above remedies, both parties shall be entitled to an interim injunction, restraining order, **order of specific performance** or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the other party from committing any violation of the covenants and obligations set out in this Agreement. These equitable remedies are cumulative and are in addition to any other rights and remedies both may have at law or in equity. .

By clicking "I accept" or signing below (as such may be required by applicable law), both parties expressly acknowledges that both parties has read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that both parties agree to be bound by the terms and conditions of this Agreement, and that Customer is legally competent to enter into this Agreement with DMSL.

Signed on behalf of DMSL.   **Signed on behalf of Customer.**

Name: **Name:**

Designation: **Designation:**

Date: **Date:**