

DELIVERY PARTNER AGREEMENT

This Delivery Partner Agreement (this “**Agreement**”) is entered into this ____ day of March, 2021 (the “**Effective Date**”)

BY AND BETWEEN

Ringway Express Limited, a company having its registered office address is at 6, Dobrinsky Drive (the “**Company**”).

WHEREAS

- A. The Company provides courier delivery services (the “**Business**”);
- B. The Company desires to engage the Delivery Partner to deliver parcels to the customers.

NOW, THEREFORE, in consideration of the promises and the other covenants and conditions contained herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Engagement Terms

- 1.1. The Company hereby engages the Delivery Partner who will be required to check orders, pickup products, deliver to customers, and confirm that the order was delivered/completed (the “**Services**”).
- 1.2. The Services to be provided by Delivery Partner shall be performed with promptness and in a timely manner as expected of a Delivery Partner. The Delivery Partner will face disciplinary action for late delivery.
- 1.3. The Delivery Partner shall report to support@ringways.ca
- 1.4. The Company will not direct the Delivery Partner on the routes they should take for the deliveries.
- 1.5. The Company will not control the activities of the Delivery Partner nor will we retain the right to such control.
- 1.6. The Company will offer the Delivery Partner specific delivery jobs which they can accept or deny. They will be paid per job/delivery completed.
- 1.7. The Delivery Partner is required to arrange his own vehicle for the Services. The Company shall not reimburse to the Delivery Partner any fuel or maintenance expenses for the vehicle.

1.8. The Company will not provide any insurance to the Delivery Partner or his vehicle. In the event of an accident involving the Delivery Partner or the Delivery Partner's vehicle, the Company will not bear any expense or hold any liability. The Delivery Partner will have to bear all cost and liability.

2. Responsibilities and Obligations of Delivery Partner

2.1. Delivery Partner shall deliver the parcel on time.

2.2. Delivery Partner shall not to abuse customer data;

2.3. Delivery Partner must contact admin if an order needs to be cancelled;

2.4. Delivery Partner is responsible for safety of the parcel and safe handling when parcels are in their possession;

2.5. Delivery Partner must check the photo ID of the person ordering for all orders regardless of their age appearance. They must check that:

- The document provided is an original copy.
- The person on the ID is collecting the order and is the same as the person collecting the order.

3. Compensation and Payment

3.1 Delivery Partner will receive a fixed delivery fee of _____ (the “**Compensation**”) per parcel delivery.

3.2 Delivery Partner will receive payment on a weekly basis into their nominated bank account.

3.3 Delivery Partner understands and acknowledges that the Company will not withhold any income tax from any monies or fees paid to Delivery Partner.

4. Term and Termination

This Agreement shall commence on the Effective Date and shall remain in effect at-will of the parties. Either party can terminate this Agreement at any time.

5. Independent Contractor

5.1 Company and Delivery Partner expressly agree and understand that Delivery Partner is an independent contractor and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, Delivery Partner acknowledges that Delivery Partner is not eligible for any Company benefits, including, but not limited to, health insurance, retirement plans or stock option plans. Delivery Partner is not the agent of Company and is not authorized and shall not have the power or authority to bind Company or incur any liability or obligation, or act on behalf of Company. At no time shall Delivery Partner represent that it is an agent of the Company, or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the Company.

5.2 Delivery Partner is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. Delivery Partner shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

6. Indemnification

Delivery Partner agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless Company, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of Delivery Partner in the performance or failure to fulfill any Services or obligations under this Agreement.

7. Insurance and other Requirements

7.1 At all times, Delivery Partner must have in place at your own expense:

- Common carrier insurance for motor vehicle; and
- public liability insurance of minimum 5 million CAD.

7.2 Delivery Partner must hold all permits, class 5 licences and approvals which may be required under any local laws to provide the Services.

7.3 Delivery Partner must, on request, promptly provide us with evidence of the insurance obtained by you in accordance with this clause, including certificates or currency and policy terms (including exclusions).

8. Assignment

The Service to be performed by Delivery Partner hereunder is personal in nature, and Company has engaged Delivery Partner as a result of Delivery Partner's expertise relating to such Service. Delivery Partner, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Company's prior written consent.

9. Service Disputes

9.1 Delivery Partner is responsible for the rectification of any errors and omissions in the provision of the Services.

9.2 In the event there is a Service failure, you will not be entitled to payment, or part-payment, for any part of the Services affected by the service failure, as determined by Company in reasonable discretion.

9.3 Company reserve the right to interrupt, restrict or limit access of Delivery Partner to the App (or any part of it), or to temporarily or permanently withdraw, discontinue or terminate access of Delivery Partner to the App or participation of Delivery Partner in it, at any time for the purpose of investigating alleged breaches of the Agreement or conducting maintenance or technical upgrading, development or repair of the App.

10. Dispute Resolution

10.1 In case of any dispute relating to the provision of services or arising from this Agreement, each party must use good faith efforts to informally resolve the dispute.

10.2 If the dispute or difference is not settled within 30 days (unless this period is extended by agreement), it must be submitted to arbitration in accordance with, and subject to Arbitration. The decision of the arbitration on the dispute shall be final and binding on the parties.

10.3 Unless the parties agree upon an arbitrator an arbitrator will be nominated by the Arbitration Institute.

10.4 Delivery Partner agrees that any claim you may have against us, including past and present related entities, officers, directors, employees and agents, must be brought individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action, collective or representative proceeding of any kind (existing or future) against us or a related entity.

10.5 This clause will remain operative after the Agreement has ended and notwithstanding its termination.

10.6 Nothing in this clause shall prevent Company suspending your access to the App pending any resolution of a dispute if it considers it prudent to do so.

11. General

11.1 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of _____, without giving effect to any choice of law or conflict of law provisions.

11.2 *Notices.* Any notices or communications under this Agreement shall be by electronic mail and shall be deemed delivered upon receipt to the party to whom such communication is directed.

11.3 *No waiver.* No waiver or modification of any of the terms of this agreement will be valid unless in writing. No waiver by either party of a breach hereof or default hereunder will be deemed a waiver by such party of any subsequent breach or default.

11.4 *Severability.* If any particular term, covenant, or provision of this agreement is determined to be invalid or unenforceable, the invalidity or unenforceability thereof will not affect the remaining provisions of this agreement, which will nevertheless remain in full force and effect.

11.5 *Force Majeure.* Performance by either party under this agreement is excused during the period such performance is prevented or delayed by government restrictions (whether with or without valid jurisdiction), war or warlike activity, insurrection or civil disorder, or any other causes similar or dissimilar to the foregoing that are beyond the control of either party and are not foreseeable at the time the agreement is executed.

11.6 *Captions.* Any captions or headings to the sections of this agreement are solely for the convenience of the parties hereto, are not part of this agreement, and are not to be used for the interpretation or determination of the validity hereof.

11.7 *Counterparts.* This agreement may be executed in counterparts and either party hereto may execute any such counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts taken together will constitute one and the same instrument.

11.8 *Modification to Agreement.* Modifications and amendments to this Agreement shall be enforceable only if it is in writing and is signed by authorized representatives of both parties.

11.9 *Entire Agreement.* This Agreement is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings, agreements, and documentation relating to such subject matter.

IN WITNESS WHEREOF and intending to be legally bound the parties have duly executed this Agreement as of the Effective Date:

	Company	Delivery Partner
<i>Signature</i> (<i>authorized</i> <i>signatory</i>)		
<i>Name</i> (<i>printed</i>)		
<i>Date</i>		