**SERVICE AGREEMENT**

**Preamble**

This agreement is made on ……/….…/……... by and between, ShaQ Express, whose principal place of business is located at No 12 Kwaale Close Street, Papao-Haatso (hereinafter referred

to as “ShaQ Express”) and ………………………………………. Located at

…………………………………………….. (hereinafter referred to as the VENDOR)

**Pricing and Promotion Requirement**

1. Pricing of items on ShaQ Express must be at the sole discretion of the Vendor, if there is a price change, it must be communicated and updated by the Vendor on the ShaQ Express Vendor App. ShaQ Express will not be held responsible for any price change when it has not been communicated duly before an order was placed successfully by a customer on ShaQ Express, also customers will not be allowed to pay the difference in a price change and the order has to be honored by the Vendor.
   1. The Vendor in its sole discretion shall occasionally offer deals, promotions or discounts to ShaQ Express. The Vendor has to communicate this to ShaQ Express at least 5 working days before the commencement of the said offer.

**Commissions, Invoices, fees, taxes and Payments**

Payments, fees and taxes shall be addressed as follows for Vendors that have agreed to participate on the ShaQ Food platform:

* 1. ShaQ Express will pay for orders delivered from the Vendor the same day.
  2. Commission shall be charged on orders fulfilled via ShaQ Express. A sales invoice, also available on the Vendor app will be sent to the contact person on a daily basis for account reconciliation.
* The commission to be charged on each sale made by the restaurant through the ShaQ Express App will be ……………...
  1. The total amount to be paid to Vendor will be less ShaQ Express’ Commission. In other words, ShaQ Express shall deduct their commission and pay the remainder to the Vendor.
  2. The Vendor shall be responsible for all taxes, duties, and other governmental charges on the sale of Vendor products under this Agreement and remit such taxes, duties, and other governmental charges to the appropriate authorities.

**Brand/ Marketing Partnership Communication**

1. Both parties shall agree to advertise this partnership in order to drive profitability for both parties to achieve the minimum number of orders per outlet as agreed between both parties.
   1. The existence of this partnership agreement can be communicated by both parties on various marketing collateral without divulging the content of the contract and the channel is discretionary to either party.
   2. Vendor can communicate to customers that their product is delivered to them by ShaQ Express.
   3. Parties should be ready to explore partnership opportunities to leverage unique strengths to drive customer awareness, wider market share, customer loyalty, and profitability.

**Confidentiality**

1. Both parties agree that they shall respect and uphold the confidentiality requirements of third parties, and shall take reasonable steps to ensure that neither party’s confidential property is shared with additional parties. Confidential information includes proprietary data shared between vendor and client.

**Data Privacy and Security**

1. Vendor agrees not to access, collect, store, retain, use or otherwise process in any manner ShaQ Express Data, including without limitation Personal information, except as required to perform under this Agreement. Vendor shall keep ShaQ Express Data secure from unauthorized access and maintain the accuracy and integrity of ShaQ Express Data in Vendor’s custody or control by using appropriate organizational, physical and technical safeguards.
   1. If the Vendor becomes aware of any unauthorized access to ShaQ Express data, the Vendor shall immediately notify ShaQ Express, consult and cooperate with investigations and potentially required notices, and provide any information reasonably requested by ShaQ Express
   2. The Vendor will not allow any third party to use the ShaQ Express platform and device; copy, modify, rent, lease, sell, distribute, reverse engineer or otherwise attempt to gain access to the source code of the ShaQ Express platform; damage, destroy or impede the services provided through the ShaQ Express platform; transmit injurious code; or bypass or breach any security protection on the ShaQ Express platform.
   3. Data related to the Vendor or emanating out of the contract will be kept confidential and cannot be used for any other purpose. The ShaQ Express app provides customer data which includes; Name, Address, and order details. Contact details will be extracted and shared with the Vendor if need be.

**Termination of Contract**

1. Either party can terminate this agreement at any time with a 30-day notice without any penalties, obligations and/or reasons. Email shall suffice for written notice. Neither Vendor or ShaQ Express will be required to pay any fee in connection with termination by either party, or be liable to the other as a result of the termination of this agreement for any damages for the loss of goodwill, prospective profits or anticipated income, or an account of any expenditures, investments, leases or commitments made by either Vendor or ShaQ Express.

**Dispute Resolution**

1. Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including the breach, termination or validity thereof, shall be finally resolved by a binding arbitration.

**Communications from ShaQ Express**

1. The Vendor agrees to accept and receive communications from ShaQ Express or dispatch riders, including via email, text message, calls, and push notifications to the cellular telephone number and email address Vendor provides to ShaQ Express.

**Communications with ShaQ Express Customers**

1. ShaQ Express invests in both online and offline marketing activities to generate new customers to drive sales for Vendor partners. Customers use ShaQ Express for the convenience and varieties that it offers, and as such should not expect a direct appeal from a Vendor partner. The Vendor is not permitted to encourage independent offers directly to ShaQ Express customers via delivery riders or other channels other than the platform. In case of evidence of such an incident, ShaQ Express has the right to terminate this agreement with immediate effect, without any liability.

**Contract Renewal**

1. This contract expires in a period of twelve (12) months from the day of signing and subject to renewal after the period of expiration.

I ……………………………………………………………………………………………on behalf

of………………………………………………………………………………. hereby accept the terms and conditions stated in this agreement with ShaQ Express

Signature……………………………………………………. Date ……….../……./………

On behalf of (ShaQ Express)

Name: ………………………………………. Signature……………….. Date……./……./…...