

## SPRINK MERCHANT AGREEMENT

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(Last Updated August, 27, 2020)

### **1. Your contract with Sprink**

Your use of the Sprink platform and its services constitutes a legally binding agreement to these terms. You may not use the services if you do not agree with these terms. You agree that Sprink, at its discretion, may terminate and/or deny you access to the services at any time. Sprink may amend these terms at any time and your continued use of the service after the amendment will constitute as consent.

### **2. Use of the Sprink services**

As a dry Cleaner, Sprink will issue you a dry Cleaner id, which can be used to access the Sprink platform on your mobile operating system or device. Your dry Cleaner id is to be maintained with a high level of confidentiality and is not to be shared with any third or external party. Upon improper use or disclosure of your dry Cleaner id or Sprink site, you must notify Sprink immediately.

### **3. Your relationship with Sprink**

Sprink's provision to you of the delivery platform and services creates a legal and indirect business relationship between you and Sprink. Sprink shall not be deemed as having direct or indirect control in your performance in relations to any acts or omission, or your operations and maintenance of your services. Additionally, via the Sprink app, you have the sole right to accept or decline or ignore a request made or to cancel an accepted request. You will not display Sprink's or its affiliates' names, logos or colours on any other dry Cleaners, or wear uniform or clothing displaying Sprink's or its affiliates names, logos or colours. As a dry Cleaner, you have complete discretion to provide services or otherwise engage in any business or employment activities including but not limited to working with other ridesharing companies. If you violate this agreement, or act in ways that causes harm to Sprink's or its affiliates' brand reputation or business, Sprink retains the right to, at any time at Sprink's sole discretion, deactivate or otherwise restrict you from accessing or using the dry Cleaner id, Sprink site and/or the Sprink services.

#### **4. Your device**

You are solely responsible for the acquisition, cost and maintenance of your device as well as plan inclusions. Sprink will not be held liable for fees or coverage costs relating to the use of your device and plan inclusion. Sprink grants you personal, non-exclusive and non-transferable user right to download, install and use the Sprink app on your device solely for the purpose of performing the services. You shall not provide, distribute or share contents or data associated with the app with any third party. However if you intend to nominate a substitute to dry Cleaner to deliver a customer order, that nominee must be eligible to provide dry Cleaner services and down load Sprink app separately. This is necessary as the nominee dry Cleaner needs to be legally approved as a provider of dry Cleaner services and to be identified by you and Sprink.

#### **5. Location based services**

Geo-location information of your device must be provided to the Sprink app in order to perform the services. Additionally, your geo-location information will be monitored and tracked by the Sprink platform whilst logged in and made available to receive user requests. The approximate location of your dry Cleaner will be displayed to the user before and during the provision of the services to the user. Sprink and its affiliates also reserves the right to track, monitor and share your geo-location obtained by the Sprink app and your device for safety, security, technical, marketing and commercial purposes, as well as to provide and improve their products and services.

#### **6. Your requirements**

You must at all times, hold and maintain a valid dry Cleaner's license with appropriate certification necessary to operate your services. You must also hold all license, permits and authority necessary to the provision of commercialised user dry Cleaner to consumers. You must also possess appropriate and current expertise and experience to professionally provide dry Cleaner service with due skill, care and diligence. You may also be subjected to certain background and dry Cleaner record checks from time to time, as the discretion of Sprink, in order to qualify and remain eligible to provide dry Cleaner services. Sprink reserves the right to restrict, deactivate, or terminate your access to the Sprink app, and usage of your dry Cleaner id, in the event of failure to meet the necessary requirements set forth.

#### **7. Documentation**

As proof of compliance with these requirements as set out above, you must provide Sprink with written copies of all necessary licenses, permits, approvals, authority, registrations, and certifications prior to providing any services. You must also notify Sprink immediately in the event of future updates and/or changes to such documentation. Additionally, Sprink reversed the right to request, or be entitled to request written evidence of such documents.

## **8. Service Charge**

You shall pay Sprink a percentage Charge on a-per dry Cleaner delivery service basis, depending on the type of service you requested. (For example, if you request a driver from us, we will also charge you a percentage for providing a driver) regardless of whether the price was negotiated. Sprink will notify you of these service Charges via email, or otherwise made available electronically by Sprink. Additionally, if applicable, Sprink shall calculate the percentage based on the price inclusive of taxes. Sprink also reserves the right to change the service Charge/percentage any time based on local market factors. Sprink will provide you with at least 14 days of notice in the event of such change is to be made. Additionally, in the event of such changes, you have the right to terminate the agreement immediately, without notice. Continued use of the Sprink services after the change shall constitute as your consent to the changes.

## **9. Cancellation By the Dry Cleaner**

Dry Cleaners may decide to cancel requests for Sprink services via the Sprink app any time prior to our arrival for item pickup and delivery. Please send us a message with the title Cancellation of Service to our support email at [Wecare@Sprinkclean.com](mailto:Wecare@Sprinkclean.com)

## **10. Taxes**

You are solely responsible for the completion of all tax registration and obligations related to your provision of dry Cleaner services as required by applicable laws. You will also provide Sprink with all relevant tax information. You further acknowledge that you are solely responsible for your own taxes arising from the performance of dry Cleaner services. Notwithstanding anything to the contrary in this agreement, Sprink may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from your provision of dry Cleaner services and/or provide any of the relevant tax information you have provided directly to the applicable government tax authorities on your behalf or otherwise.

## **11. Promotions**

Sprink may also make an incentive payment(s) to the customers with selected promotions as consideration for your satisfaction of certain conditions as determined by Sprink in its discretion.

## **12. Other fees**

Sprink may charge other fees in addition to the service Charge and will notify you at least 14 days before implementing such fees. Continued use of the Sprink services after the implementation of the new fees shall constitute as consent to these changes. If Sprink provides notice of an intention to impose a fee under this clause, you have the right to terminate the agreement immediately without notice.

## **13. License grant**

Sprink hereby grants you, your nominated dry Cleaners or substitutes a non-exclusive, royalty-free, non-transferable, non-sub licensable, non-assignable license, during the term of this agreement, to use the Sprink app in relation to the provision of delivery services.

## **14. Restrictions**

Regarding your license, you shall not allow any other party to; license; sublicense; sell; resell; transfer; assign; distribute or otherwise provide or make available to any other party the Sprink services or Sprink app in any way. You shall not modify the Sprink services or Sprink app. improperly obtaining data from the Sprink services or Sprink app is also prohibited. You shall not allow any unauthorised parties' access to the Sprink services or Sprink app with the purpose to design or develop a competitive or substantially similar product or service.

## **15. Ownership**

The Sprink services and app, including all intellectual property rights, shall remain the property of Sprink and/or its respective licensors. This agreement and your use of the Sprink services, Sprink app or Sprink app does not grant you to any rights related to them, except for the limited license granted above. Additionally, Sprink and its affiliates' licensors' names, logos, products and service names, trademarks, service trademarks, including Sprink, and in combination with other letters, punctuation, words, symbols and/or designs and the Sprink logo, shall remain the property of Sprink, its affiliates and their respective licensors.

## **16. Confidentiality**

Between you and Sprink, you acknowledge that in performing dry Cleaner services, Sprink and you may have access to, or may be exposed to, directly or indirectly, confidential information of the other party. Confidential information includes Sprink app, dry Cleaner ids, user information, and the transaction volume, marketing, business plans, financial, technical, operational and other non-public information of each party. Parties involved shall reasonably know if the information provided should be treated as confidential.

Parties involved shall agree that all confidential information shall remain the exclusive property of the disclosing party, and such information shall not be used for any other purpose except under guidelines as set in this agreement. Parties involved shall not disclose confidential information of the other party to any third party, except to its employees, officers, contractors, agents and service providers as necessary to perform the service, provided these persons are bound by writing to obligations of confidentiality and non-use of confidentiality information no less protective than the terms hereof. Parties involved shall also return, or destroy all confidential information of the disclosing party upon termination of this agreement or at the request of the other party.

Confidential information shall not include any information to the extent it is included or become part of the public domain through no act or omission on the part of the receiving party, or was in the possession of the receiving party prior to the date of this agreement without and obligation of confidentiality, unless information is required to be disclosed by law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such disclosure.

## **17. Privacy**

Subject to applicable laws, Sprink or any of its affiliates may provide to a third party information, including personal data and data, about you, provided; there is a complaint, dispute, conflict or accident between you and a user; it is necessary to enforce the terms of this agreement; it is required by law; or to protect the safety, rights, property or security of Sprink or any of its affiliates. Additionally, Sprink and its affiliates may also disclose information about you in order to detect, prevent, or address fraud, security or technical issues, and/or prevent or stop activities Sprink and its affiliates deems as illegal, unethical, or legally actionable. You

understand that Sprink or any of its affiliates may retain your personal data for legal, regulatory, safety and other necessary purposes after this agreement is terminated.

## **18. Insurance**

Prior to entering a business relationship with Sprink, you must obtain the insurance coverage required at your sole cost and expense. You must also agree to review the terms and conditions of such coverage to ensure that it provides the amount of coverage required while you are using a dry Cleaner to provide dry Cleaner services. It is your sole responsibility to inform your insurer of the use of your dry Cleaner while providing these services and the minimum requirement is compulsory third party insurance certification.

You shall maintain, during the term of this agreement, on all dry Cleaners operated by you under this agreement, automotive liability insurance that provides coverage and protection against bodily injury and property damage to yourself, your users and third parties, at the level that satisfy minimum requirements to operate. You must provide Sprink a copy of the insurance policy, declarations, proof of insurance identification card and proof of premium payment for the policy upon request. In the event of cancellation of insurance policy, you must immediately provide Sprink with written notice. Sprink shall not interfere with your decision or selection of your insurance policy. You must be a named insured or individually rated dry Cleaner for which the premium is charged to.

You are not an employee, or a worker, or a deemed worker for the purposes of any workers compensation laws. Therefore, Sprink is not required to maintain or provide you with workers' compensation insurance or maintain other occupational accident injury insurance on your behalf. If permitted by law, you may insure yourself against work-related injuries in place of workers' compensation. You can also elect not to insure yourself against work-related injuries at all, however, please proceed at your own risk.

If you have any questions or concerns about the scope of your own insurance coverage, it is your sole responsibility to resolve them with your insurer(s).

In the event of Sprink and/or its affiliates procure insurance in direct relation to your provision of dry Cleaner services, Sprink may cancel such coverage and its discretion at any time. You shall promptly notify Sprink of any accidents that occur whilst providing dry Cleaner services and cooperate to provide all necessary information.

## **19. Representations, warranties & disclaimers**

By you. You hereby represent and warrant that you have full power and authority to enter into this agreement and perform your obligations. You shall not enter, or have already entered, and during the term, will not enter into other agreements that would prevent you from complying with this agreement. You shall comply with all applicable laws whilst performing dry Cleaner services, including permits, licenses, registrations and all governmental authorizations.

## **20. Disclaimer of warranties**

This clause applies only to the maximum extent permitted by applicable law and does not (and is not intended to) override any rights that you have according to applicable law. Sprink and its affiliates provide, and you accept, the Sprink services and Sprink app on an "as is" basis. Sprink and its affiliates do not represent, warrant or guarantee that your access to or use of the Sprink services or the Sprink app will be uninterrupted or error-free, or will result in any requests for dry Cleaner services. Sprink and its affiliates function as an on-demand lead generator and related service only. Sprink and its affiliates make no representations, warranties or guarantees as to the actions or inactions of the users who may request or receive dry Cleaner services from you, and Sprink and its affiliates do not screen or otherwise evaluate users. By using the Sprink services and Sprink app, you hereby agree to be introduced to a third party, including users that may pose harm or risk to you or other third parties. You are advised to take reasonable precautions with respect to interactions with third parties encountered in connection with the use of the Sprink services or Sprink app. With the exception of the appointment of Sprink as the limited payment collection agent on your behalf for the purpose of accepting payment from users, Sprink and its affiliates expressly disclaim all liability for any act or omission of you, any user or other third-party.

## **21. No service guarantee**

This clause applies only to the maximum extent permitted by applicable law and does not (and is not intended to) override any rights that you have according to applicable law. Sprink and its affiliates do not guarantee the availability or uptime of the Sprink services or Sprink app. You hereby agree that the Sprink services or Sprink app may be unavailable at any time and for any reason, such as scheduled maintenance or network failure, etc. In addition, the Sprink services or Sprink app may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and Sprink and its affiliates are not responsible for any delays, delivery failures or other damages, liabilities or losses resulting from such problems.

## **22. Indemnification**

Generally, you shall indemnify, defend, at Sprink's option, and hold Sprink and its affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses, including legal fees, damages, penalties, fines, social security contributions and taxes arising out of or related to your breach of your representations, warranties or obligations in this agreement; or a claim by a third party (including users, regulators and governmental authorities) directly or indirectly related to your provision of dry Cleaner services or use of the Sprink services. Your liability under this clause shall be reduced proportionately if, and to the extent that, Sprink and its affiliates proved to have directly caused or directly contributed to any such losses.

### **23. Tax indemnity**

You shall comply with all of your obligations under tax laws to the extent applicable to this agreement. You shall indemnify Sprink and its affiliates from all tax liabilities, duties, levies, claims and penalties that may be imposed on you or on Sprink and/or its affiliates as a result of your failure to comply with any of your tax obligations. The indemnity set out in this clause serves as a purpose to prove to a judicial body or legislative authority of competent jurisdiction that there is an employment relationship between you and Sprink or an affiliate of Sprink, and only applies to that proportion of Sprink's liability that directly or indirectly relates to or arises from you holding yourself out to be an employee of Sprink or any of its affiliates, or any other act or omission by you that is not expressly authorised by Sprink and would reasonably suggest to a third party that you are an employee of Sprink or any of its affiliates.

### **24. Fines and infringement notices**

You hereby agree that Sprink will not be liable for any fines and/or infringements arising from violation of any laws. You are solely responsible for the settlement of all fines and/or infringements.

### **25. Limits of liability**

This clause applies only to the maximum extent permitted by applicable law and does not override any rights that you have according to applicable law. Sprink and its affiliates shall not be liable under or related to this agreement for any of the following, whether based on contract, tort or any other legal theory, even if a party has been advised of the possibility of such damages: any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or your or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage. Except for the



obligations on Sprink, or an affiliate of Sprink, to pay amounts due to you, but subject to any limitations or other provisions contained in this agreement, in no event shall the liability of Sprink and/or its affiliates under this agreement exceed the amount of service Charges actually paid to or due to Sprink within the six (6) month period immediately preceding the event giving rise to such claim.

You shall also acknowledge and agree that any and all claims you have or may have against Sprink and/or its affiliates should be notified to Sprink and/or its affiliates within one (1) year after the event(s) that gave rise to such claim, and that you forfeit all rights in respect of that claim if you fail to do so. These limitations do not purport to limit liability that cannot be excluded under applicable law.

## **26. Term and termination**

Term. This agreement shall commence on the date that the agreement is executed by you (electronically or otherwise) and shall continue until terminated.

## **27. Termination**

Either party may terminate this agreement; without cause at any time upon thirty (30) days prior notice to the other party; immediately, without notice, for the other party's material breach of this agreement; or 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. In addition, Sprink may deactivate or otherwise restrict you from accessing or using the dry Cleaner id, Sprink app and/or the Sprink services immediately, without notice, in the event you no longer qualify, under applicable law or the standards and policies of Sprink and its affiliates, to provide dry Cleaner services or to operate the dry Cleaner, or as otherwise set forth in this agreement.

## **28. Effect of termination**

Upon termination of the agreement, you shall immediately delete and fully remove the Sprink app from your device(s). Any outstanding payment obligations shall survive the termination of this agreement.

## **29. Relationship of the parties**

Except as otherwise expressly provided herein with respect to Sprink acting as the limited payment collection agent solely for the purpose of collecting payment from users on your behalf, the relationship between the parties under this agreement is solely that of independent contractors. The parties expressly agree that: this agreement is not an employment agreement, nor does it create an employment relationship, including from a labour law, tax law or social security law perspective, between Sprink and/or its affiliates and you; and no joint venture, partnership, or agency relationship exists between Sprink and/or Sprink's affiliates and you.

You hereby agree that you have no authority to bind Sprink and/or its affiliates and you undertake not to hold yourself out as an employee, agent or authorised representative of Sprink and/or its affiliates. Where, by implication of mandatory law or otherwise, you may be deemed an employee, agent or representative of Sprink or an affiliate of Sprink, you undertake and agree to indemnify, defend (at Sprink's option) and hold Sprink and its affiliates harmless from and against any claims by any person, entity, regulators or governmental authorities based on such implied employment, agency or representative relationship. You expressly agree that where required or implied by applicable law or otherwise, you may be deemed an employee, agent or representative of Sprink or an affiliate of Sprink, any payments made to you will be taken to be inclusive of superannuation contribution amounts; and amounts equivalent to all taxes (including but not limited to income taxes) payable by you in respect of those payments, in each case that Sprink (or any of its affiliates) may otherwise be required to pay under applicable law.

### **30. Governing law**

These terms and conditions are governed by the English Law. Associated parties will irrevocably submit to the jurisdiction of the United Kingdom laws.