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CrowdCargo Runners' Agreement

INTRODUCTION

Welcome to CrowdCargo! We're excited to have you join us as a valued runner on our platform. As a CrowdCargo runner, you have the opportunity to earn money by delivering packages to customers in various jurisdictions. We kindly ask that you review the runners' agreement we've provided below. By clicking on the "**Accept**," "**Continue**," or "**Confirm**" buttons or any other acceptance criteria on the runners' onboarding page, you acknowledge and agree to comply with the terms and conditions outlined in this agreement.

SCOPE:

1. CrowdCargo owns and operates a platform that allows customers to request and receive delivery services over the Internet.
2. The runner will have the opportunity to provide delivery services on the CrowdCargo platform.
3. CrowdCargo is willing to provide such services under the terms and conditions outlined in this Service Level Agreement.
4. CrowdCargo may carry out changes to the website or service, or suspend the service, without notice.
5. The parties agree that this agreement is non-exclusive and that each party may enter into similar agreements with other parties. Nothing in this agreement shall be construed as limiting either party's ability to engage in similar relationships with other parties, nor shall either party be deemed to have any obligation to give preference to the other party in any way.
6. The parties agree that this agreement does not create a partnership, trust, or agency relationship among the parties. For the avoidance of doubt, no party shall be liable for the debts of the other parties, however, incurred, or be bound by the acts, commissions, or omissions of the other parties.
7. The runner shall not assign its rights or obligations hereunder, except with the prior written consent of the other parties.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. SERVICES

1.1. Items and Services

CrowdCargo and its affiliates make available certain proprietary technology services that facilitate the marketing, selling, and fulfilment of orders for items from merchants to customers through runners (as defined below), including on-demand purchase, lead generation, order processing, marketing, advertising, and promotional services, proprietary information services, onboarding, operational, and other support services (the "Services").

1.2. Additional Tools

In connection with the Services, CrowdCargo and its affiliates may also make available to runners a 'Runner mobile application' or other technology interfaces for the runner to access and use the Services (collectively, the "Tools"), which may include CrowdCargo and its affiliates' proprietary technology platform, through which runners may, among other things, receive, accept, and fulfil requests for items from merchants and customers and receive insights and analytics regarding runners' performance and history using the Services.

1.3. The Application(s)

CrowdCargo and its affiliate may also make available to customers its proprietary technology that enables customers to purchase items from merchants and request delivery services for said items from runners (as defined above), who retrieve such items from merchants and deliver such items to such customers (the "App(s)"). Runners are independent operators using the CrowdCargo Delivery (Runners) App Platform, and as such, they reserve the right to refuse to accept any item at their sole discretion.

2. DATA SECURITY

- 2.1. The runner acknowledges that they are solely responsible for the security and privacy of any data or personal information that they collect, process, or store on the platform. The runner agrees to comply with all applicable data protection laws and regulations and to implement appropriate technical and organisational measures to ensure the security of the data and personal information. The runner shall promptly notify CrowdCargo of any data breaches or security incidents that may impact the platform or its users. The runner also agrees to obtain any necessary consents or permissions from their customers for the collection, use, and processing of their data in connection with the use of the platform. Failure to comply with this clause may result in the suspension or termination of the runner's access to the platform.
- 2.2. The runner agrees to abide by [CrowdCargo's Privacy Policies](#)

3. RUNNER OBLIGATION

- 3.1 The runner agrees to provide the delivery services under the requirements and specifications set forth by CrowdCargo.
- 3.2 The runner agrees to comply with all applicable laws, regulations, and requirements related to the provision of delivery services, including but not limited to traffic laws and regulations.
- 3.3 The runner agrees to provide the delivery services in a timely, safe, and efficient manner.
- 3.4 The runner agrees to use only authorised routes approved by CrowdCargo.
- 3.5 The runner agrees to use the equipment and tools provided by CrowdCargo for the delivery services and to properly maintain and store them.

- 3.6 The runner agrees to maintain confidentiality and protect the privacy of CrowdCargo and its customers, including but not limited to any personal information or data disclosed during providing the delivery services.
- 3.7 The runner agrees to report any accidents, incidents, or other issues related to the delivery services to CrowdCargo promptly and accurately.
- 3.8 The runner agrees to provide excellent customer service to the merchant and its customers and to address any complaints or issues related to the delivery services in a professional and timely manner.
- 3.9 The runner agrees to comply with any additional obligations or requirements set forth by CrowdCargo from time to time, including the [CrowdCargo Safety Policies](#).
- 3.10 Runner's Information
 - a. The runner must provide accurate and valid information during the registration and verification process.
 - b. CrowdCargo reserves the right to verify the accuracy of the information provided and may conduct background checks or investigations as necessary.
 - c. Any false or misleading information provided by the runner may result in the immediate termination of their agreement and may lead to legal action.
 - d. The runner must promptly inform CrowdCargo of any changes to their information and cooperate fully with any requests for further information or documentation.
 - e. The runner further acknowledges and agrees to disclose any health or flight risks that a reasonable employer should know about during the registration or verification process. The runner understands that the disclosure of such information is necessary to ensure their safety and the safety of others, and that failure to disclose such information may result in the immediate termination of the runner's agreement with CrowdCargo.
 - f. The runner acknowledges that failure to provide accurate information or disclose relevant risks may compromise their safety and the safety of others.

4. CROWDCARGO OBLIGATIONS

- 4.1 CrowdCargo agrees to provide the runner with the necessary tools, information, and instructions on the runner's mobile app to perform the delivery services under this agreement.
- 4.2 CrowdCargo agrees to compensate the runner for the delivery services provided under the pricing and payment terms outlined in this agreement.
- 4.3 CrowdCargo agrees to promptly address any complaints or issues related to the delivery services raised by the runner and to provide the runner with a safe and supportive work environment.
- 4.4 CrowdCargo agrees to comply with all applicable laws, regulations, and requirements related to the provision of delivery services, including but not limited to labour laws and regulations.

5. DEFAULT OF PARTIES

- 5.1. A party that is declared a defaulting party shall bear all actual and reasonable costs incurred by the other parties under the project as a result of the defaulting party's breach of obligations, provided that the reimbursement of such costs towards the other parties collectively shall be limited to the party's share of the total costs of the project. Any excess amount shall be apportioned to the remaining parties pro rata to their share of the total costs of the project as identified in the budget of each party. The parties are further entitled to recover any payments already paid to the defaulting party until the effective date of the party's declaration as a defaulting party.

6. REPRESENTATIONS AND WARRANTIES

- 6.1. CrowdCargo warrants to provide services per the agreement, professionally, and without infringing third-party intellectual property rights or violating laws. Runner warrants authority, compliance with laws, timely service, no illegal activities, and rights to conduct business per the agreement. Both parties disclaim any warranties not stated in the agreement, and each will indemnify the other for any breaches. Except for gross negligence or willful misconduct, neither party is liable for special, incidental, consequential, or indirect damages.

7. EARNINGS AND COMMISSIONS

7.1. Runner's Fee

The runner will receive a fee equal to 75% of the total delivery fee charged to the customer for each successful delivery completed by the runner.

7.2. CrowdCargo's Commission

CrowdCargo will retain a fee equal to 25% of the total delivery fee charged to the customer for each successful delivery completed by the runner.

7.3. Cash on Delivery (COD)

- a. In cases where the customer pays for the delivery fee on a COD basis, the runner will collect the delivery fee from the customer and remit 25% of the fee to CrowdCargo.
- b. Runners shall accept payment on delivery using their CrowdCargo virtual account number for ease of settlement.

7.4. Mode of Collection

All platform commissions will be settled using the CrowdCargo customer Wallet. CrowdCargo commission shall be deducted automatically immediately after the ride is completed. Therefore, runners must always ensure that their wallets are funded at all times. Any runner who defaults in making an outstanding remittance over 24 hours will be immediately suspended from using the CrowdCargo services, and any continued default over 48 hours will be permanently barred from accessing the runner's dashboard.

7.5. Payment Disputes

In the event of any dispute regarding payment or fees owed to the runner, CrowdCargo agrees to resolve the matter under the dispute resolution process

outlined in the Runner Agreement. In the event of any dispute regarding the calculation of fees, the parties shall work together in good faith to resolve the dispute.

7.6. Changes to Fees

CrowdCargo reserves the right to change the fees paid to the runner for their services at any time, provided that the runner is given reasonable notice of such changes.

7.7. Late Payment

If a runner fails to make payment to CrowdCargo within the agreed timeframe, CrowdCargo may be entitled to a 2% interest rate every 7 days on the outstanding amount at the statutory rate, as well as any costs incurred in recovering the outstanding payment.

7.8. Records

CrowdCargo will maintain accurate records of all payments made to the runner, including the amount paid, the date of payment, and any deductions made. The runner may access these records at any time to verify the accuracy of their payments on the payment history page on their dashboard.

7.9. Runner's wallet:

- a. The runner's wallet is a virtual wallet that is accessible to the runner via the CrowdCargo app. All settlements between CrowdCargo and the runner, including payment of the runner's commission and any other fees or charges payable by the runner, will be processed through the runner's wallet.
- b. The runner's wallet balance will reflect all monies that are accrued by the runner, including their earnings from deliveries, deposits, any incentives or bonuses offered by CrowdCargo, and any other fees or charges payable by the runner.
- c. The runner may withdraw the funds in their runner's wallet at any time, subject to the terms and conditions of the app.
- d. The runner acknowledges and agrees that they are solely responsible for the security and integrity of their runner's wallet by keeping their login details and security pins private, and that CrowdCargo will not be liable for any losses or damages arising from any unauthorised access or use of the runner's wallet.

8. CUSTOMER PROTECTION CLAUSE AGAINST THEFT, FRAUD, SECURITY AND OTHER RELATED OFFENCES

The clause covers deliberate actions and inactions by the Runner that may affect the customer, the merchant and CrowdCargo.

In the unfortunate event of a Runner being involved in theft, a security breach, operating under the influence, blackmail, or other related offences that may cause harm to the customer, merchant, and CrowdCargo concerning their involvement with CrowdCargo the following steps would be taken:

8.1 Investigation Process:

Incident Reporting: Upon receiving a report, CrowdCargo will promptly initiate an internal incident report. Depending on the severity of the report, CrowdCargo may take reasonable actions to suspend the runner until further investigations are concluded.

Runner Interview: The involved runner will be requested to provide an account of the incident, including any relevant details.

GPS Tracking Data: Given that runners operate on bikes and cars on the road, CrowdCargo will leverage GPS tracking data to verify the runner's location during the reported incident.

Witness Statements: Any available witness statements from customers or bystanders will be collected to corroborate the incident.

Police Cooperation: In cases where the severity of the incident warrants police involvement, CrowdCargo will cooperate fully with law enforcement to conduct a thorough investigation.

8.2 Legal Consequences:

If, following the investigation, it is established that the runner is responsible, CrowdCargo reserves the right to take legal action against the erring Runner.

Legal proceedings may include filing a police report, cooperating with law enforcement agencies, and pursuing legal measures to ensure accountability.

8.3 Financial Liability:

The Runner found guilty may be held financially responsible for any damages incurred by the customer and CrowdCargo, as well as any costs associated with the investigation and legal proceedings.

8.4 Zero Tolerance Policy:

CrowdCargo maintains a zero-tolerance policy for theft, a security breach, operating under the influence, blackmail, or other related offences. Any Runner found in violation of this policy will face immediate termination of their engagement with CrowdCargo.

8.5 Customer Support:

Throughout this process, CrowdCargo will provide full support to the affected customers, keeping them informed of the investigation's progress and taking appropriate measures to rectify the situation.

This clause is designed to underscore CrowdCargo's commitment to customer satisfaction, safety, and a secure and trustworthy delivery service while considering the unique operational context of runners on the road.

9. RUNNER BENEFITS

Runners who have completed at least 40 trips on the CrowdCargo platform will be eligible for the following benefits:

9.1 CrowdCargo Chop-Monie

- a. At CrowdCargo, we prioritise our runners and their financial well-being. That's why we are proud to offer our exclusive **Chop-Monie scheme (CMS)**, where we go the extra mile to support our Runners.

When you join CrowdCargo as a runner, you automatically become eligible for our Chop-Monie scheme. Your Chop-Monie Wallet would be 100% funded entirely by CrowdCargo, representing a generous 4% of your service commission earned per trip. That's right, every time you complete a delivery, CrowdCargo will credit your CMS wallet with benefits.

The scheme is designed to help you build a strong financial foundation. It's our way of showing our appreciation for your hard work and dedication. With this account, you can accumulate savings over time, providing you with greater financial security and peace of mind.

Accessing your benefits is easy and convenient. You can view and manage your *Chop-Monie* balance through the CrowdCargo runner's mobile app.

- b. Your *Chop-Monie* wallet will function as a distinct account separate from the main runner's wallet, ensuring a clear demarcation of funds. The funds can be withdrawn at the maturity date.
- c. In the spirit of transparency, the *Chop-Monie* balance will be readily visible to the runners at all times, allowing runners to track and monitor their benefits as they occur.

9.2 **Health, Accident and Life Cover**

CrowdCargo offers access to comprehensive **health, accident, and life benefits** through our exclusive benefits program. The insurance coverage provided adheres to CrowdCargo's robust insurance policy, ensuring that eligible runners receive the necessary protection. Please note that the coverage is subject to the terms and conditions specified in the insurance policy, guaranteeing transparency and clarity for all beneficiaries.

10. **CONFIDENTIALITY**

- 10.1 Both parties agree not to disclose any confidential information to any third party, except authorised representatives or advisers, or when required by law or regulatory authority. The confidential information can only be used for this

agreement or the definitive agreement, and the parties shall make reasonable efforts to prevent any publication or disclosure. In case of termination, the receiving party must return or destroy all confidential documents within 21 days, except when required by law or when contained in a backup or archiving system. Confidential information can only be used for business relationships and not for any other purpose. Any breach of the confidentiality provisions may result in injunctive relief and damages. The confidentiality provisions will survive the termination of this agreement.

11. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Except as expressly provided herein or in any other agreement(s) subsequently executed by the Parties, this agreement does not give any Party any ownership rights or interest in the other Parties' trade names, trademarks, copyrights, or any form of intellectual property rights.

12. TERMS AND TERMINATION

- 11.1. This agreement shall become effective on the execution date and shall remain in force for the mutual benefit of the parties until this agreement is terminated under the provisions of Clause 10 (Termination).
- 11.2. Either party may terminate this agreement at any time by providing written notice to the other party. Upon termination, the merchant must immediately cease all use of the platform and remove any references to it from their website or other marketing materials. Any outstanding fees or commissions owed to the platform must be paid in full within 30 days of the termination date. The platform reserves the right to immediately suspend or terminate the merchant's access to the platform if the merchant breaches any material term of this agreement or engages in any illegal or unethical conduct. Upon termination, the platform may retain any data or information related to the merchant's account under applicable laws and regulations.

13. FORCE MAJEURE

- 12.1. Neither party shall be liable for any failure or delay in performing their obligations under this agreement due to events beyond their reasonable control, including but not limited to acts of God, war, terrorism, fire, flood, or other natural disasters ("Force Majeure Event"). In the event of a force majeure event, the affected party shall promptly notify the other party in writing and use reasonable efforts to mitigate the impact of the event. The affected party shall not be considered in breach of this agreement during the period of the Force Majeure Event. If the Force Majeure Event continues for more than 30 days, either party may terminate this agreement by giving written notice to the other party.

14. GOVERNING LAW

- 13.1. This agreement shall be governed by and construed in all respects under the laws of the Federal Republic of Nigeria.

15. DISPUTE RESOLUTION

- 14.1. If any dispute arises from or is related to this agreement, the parties will try to resolve it within 7 business days by mutual consultation. If they cannot resolve it, they will refer the dispute to arbitration under the Arbitration and Conciliation Act. The arbitral panel will consist of a single arbitrator who is jointly appointed by the parties within 14 days. If the parties cannot agree on the arbitrator, the Chartered Institute of Arbitrators UK (Nigeria Branch) will appoint one. The arbitration proceedings will be held in Lagos, Nigeria, and the award of the arbitrator will be final and binding on both parties.

16. GENERAL

- 15.1. The terms and conditions of this agreement cannot be changed unless agreed upon in writing by all parties. Any waiver by a party of any breach of this agreement shall not be considered a continuing waiver. If any provision of this agreement becomes invalid or unenforceable, the remaining provisions shall remain in full force and effect.

PLEASE SEE THE [SCHEDULE AND APPENDICES](#) FOR DEFINITIONS AND INTERPRETATION