

This agreement, referred to as the Last Mile Delivery Service Agreement (the "Agreement"), is hereby established and becomes effective as of [], between INKFINITYNJ LLC , and []. For the purposes of this Agreement, each of Company and Contractor is individually referred to as a "Party," and collectively as the "Parties."

In light of the fact that Contractor offers last mile delivery services and Company wishes to engage Contractor for such services, the Parties, recognizing their mutual commitments and obligations, and with the intention of creating legal obligations, hereby agree as follows:

1. **Defined Terms:** In this Agreement, the following capitalized terms and non-capitalized words and phrases shall have the meanings assigned to them below, applicable equally to both singular and plural forms:

- "Agreement" refers to this Last Mile Delivery Service Agreement, inclusive of any attached schedules or annexures.

- "Effective Date" denotes the date specified in the preamble of this Agreement.

- "Event of Default" signifies any of the events outlined in clause 6 of this Agreement.

- "Goods" encompass any items designated by Company and agreed upon by Contractor, to be delivered by Contractor during the Term of the Agreement.

- "Services" encompass all services outlined in clause 3 and Appendix A of this Agreement, to be performed by Contractor.

- "Service Fee" is the fee for the Services, calculated as per the provisions of Appendix B of this Agreement.

- "Term" refers to the duration determined in accordance with clause 2 of this Agreement.

2. **Term:** This Agreement initiates on the Effective Date and continues indefinitely until either Contractor or the Company decides to terminate the Agreement, as per the termination provisions outlined herein.

3. **Services:**

(a) **Scope of Services:**

(i) Throughout the Term of the Agreement, Company designates Contractor to provide the Services as detailed in Appendix A, adhering to the terms and conditions set forth in this Agreement.

(ii) Contractor may enlist contractors, subcontractors, or agents to perform some or all of the Services and is accountable for their performance.

4. **Service Fee:**

(a) **Service Fee Agreement:** Company commits to remunerate the Service Fee, as stipulated in the rates outlined in Appendix B of the Agreement, for each delivery.

(b) **Adjustment of Service Fee:**

i) Notwithstanding other provisions in this Agreement, Company reserves the right, at any time through written notice, to unilaterally instruct Contractor to adjust the Service Fee as per the rates specified in Appendix B, effective immediately.

ii) Upon receipt of the notice in clause 4(b)(i), Contractor, by providing services thereafter, is

deemed to accept and confirm the adjusted Service Fee. Contractor agrees to make payments in line with the adjusted Service Fee from the date of service provision.

iii) The adjusted Service Fee replaces the fees in Appendix B, becoming an integral part of this Agreement.

(c) **Payment of Service Fee:**

i) Every two weeks, Company agrees to make payments of the Service Fee in arrears to Contractor's designated bank account (either Contractor's own or a nominated third party's).

ii) Contractor shall send a detailed summary of services provided in each Payment Period ("Summary") along with an invoice for the calculated Service Fee ("Invoice") via email to Company within three (3) days of the Payment Period's end.

iii) Company, within seven (7) days, shall respond to the received Summary and Invoice, confirming correctness if in agreement, or pointing out inaccuracies for prompt correction by Contractor. Company's records, unless proven otherwise, are considered final and accurate representations of the Services provided by Contractor.

5. **Defaults on Payments:**

(a) **Suspension of Services:** If any Overdue Amount persists for 60 days without resolution, Contractor may, at its discretion, suspend service provision.

(b) ******Termination of Services:****** If any Overdue Amount continues for 60 days, Contractor may terminate the Agreement by providing a termination notice to the Company.

6. ** Contractor's Representations and Warranties**

Contractor represents and warrants to Company that:

(a) it has full right, power and authority to contract with Company in terms of dealing with the Goods in accordance with the Agreement;

(b) the provision of the Services by Contractor (including Contractor's and

Company's right to possession and dealing of the Goods) does not infringe upon, violate, or otherwise interfere with the rights of any third parties.

(c) it holds all necessary licences, permits and consents to enable Contractor to provide the Services;

(d) it complies with all relevant laws, rules, international conventions, relevant code of conducts and policies, including tax compliance and customs and duties compliance;

(e) it complies with all relevant legislative requirements of the place of shipment, destination and transit in connection with the Goods and the packaging of the Goods;

(f) it is solely responsible, and at its own costs, to fulfil all legislative requirements and authority directions, including but not limited to requirements, directions and orders made by customs and Internal Revenue Service (IRS) in the United States, including but not limited to provision of information and documents as required, and it is solely responsible to the legality, authenticity, accuracy and completeness of the information and documents provided;

(g) Contractor fully understands the Company's requirements for the Services

(including without limitation, any regulatory requirements relevant to the storage, carriage or handling of the Goods), and Contractor can perform the Services effectively and cost the

Services (h) (i)

properly;

the person working under this Agreement is properly authorized to do so; Contractor may perform similar services for other entities at anytime and

Contractor represents and warrants to Company that it does in fact provide such services to

other entities as part of its usual business, including, but not limited to, services to at least one other person or entity within any 12 month period. Contractor also warrants and represents to Company that:

i) it routinely engages or plans to engage in business advertising, solicitation or

other marketing efforts reasonably calculated to obtain new contracts to provide similar services;

ii) it is responsible for and has obtained all necessary licenses and satisfied all

regulatory requirements for the performance of the Services;

iii) it maintains a business premises separate from the Company's location;

iv) it has purchased the tools and/or equipment necessary to provide the services.

(j) Contractor agrees the Services will be performed in a diligent and workmanlike manner consistent with standards generally observed in the industry for the same or similar services; and Contractor will act in a professional and courteous manner with all recipients of deliveries on behalf of clients of Company and refrain, at all times, from disparaging or making any comment or acting in any manner that casts an unfavorable light upon Company, its products, services, clients, or any officer, director or employee thereof.

(k) Except as otherwise specifically set forth herein, Contractor is free to choose the means by which it shall perform Contractor's obligations under this Agreement, including through employees and sub-contractors; it being understood and agreed that the foregoing shall in noway limit or diminish Contractor's obligations towards Company hereunder.

Contractor acknowledges and agrees that it shall be responsible for the performance of its sub-contractors and agrees to contractually require all of its sub-contractors to perform

Services in compliance with the terms of this Agreement (including, without limitation, confidentiality obligations) and that any breach of the terms of this Agreement caused by any action or omission of its sub-contractors shall be a breach of this Agreement by Contractor.

(I) Contractor shall operate in compliance with Company's (and its customer's)

policies and procedures applicable to Contractor and all applicable laws and requirements where the Services are being carried out, including without limitation privacy laws, data security laws, anti-bribery laws, environmental laws, health and safety laws and laws regarding handling, storage, transportation and/or delivery of cargo and shall maintain (and shall ensure its personnel maintain) any applicable licenses, permits, certificates,

registrations or other documentation required by applicable laws. Without limiting the generality of the foregoing, if Contractor (or its personnel) handles or delivers dangerous

goods or hazardous substances in connection with the Services, Contractor shall comply

with all applicable laws in connection therewith and maintain (and ensure its personnel maintain) all required training and certifications. If the Contractor provides Company with copies of, or access to copies of, any records containing personal information of

Contractor's employees, subcontractors, or any other individual, Contractor will first obtain, and upon request provide to Company, the written consents of those individuals to the

indirect collection or use of such personal information by Company. Contractor

acknowledges that it has reviewed Company's privacy policy applicable to Contractor and agrees to Company's collection, use and disclosure of personal information in accordance such privacy policies, as the same maybe amended from time to time.

(m) Contractor shall supply its own vehicle(s), office equipment, computing resources and telecommunications equipment. Contractor is responsible for all costs and expenses incurred in connection with the performance of its obligations hereunder including, without limitation, gasoline, maintenance and passage charges, all of which are at the sole expense and risk of Contractor in performing its obligations hereunder and shall not be reimbursed by Company. Contractor shall indemnify, defend, and hold Company and its affiliates,members, directors, officers, shareholders, employees, representatives, agents, attorneys, successors and assigns harmless from and against any and all claims, liabilities, obligations, judgments, causes of action, costs and expenses (including reasonable attorneys' fees) arising out of:

i) any actor omission by Contractor or its affiliates or subcontractors, or any of their respective Personnel, including any act or omission resulting in the death of or injury to any person, loss or damage to any property, or any other loss;

ii) any infringement or misappropriation of any of Company's intellectual

property by Contractor or its affiliates, subcontractors or its or their respective Personnel;

iii) any negligence, actor omission, fraud, or willful misconduct of Contractor or

its affiliates or any of its or theirrespective Personnel;

iv) any failure by Contractor or its affiliates or its or their respective Personnel to satisfy any obligation (contractual or otherwise) to any third party, including any failure to pay amounts owed to a third party;

v) any claim by Contractor's Personnel or other persons against Company arising from any actual or alleged failure of Contractor to meet its obligations under

applicable laws, including without limitation employment laws; or vi) any breach of applicable laws or the terms of this Agreement.

(n) the execution of this Agreement does not indicate in any perspective that

Contractor is a party of any transactions or agreements between Company and any third parties.

(o) Contractor acknowledges and agrees that it has no authority to enter into or

conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of Company or its clients. Contractor may not hold itself out at anytime to be an employee or representative of Company or its clients and shall identify itself as an

independent contractor engaged by Company for the purposes of this Agreement.

(p) Contractor shall maintain workers' compensation coverage for its principals, employees and subcontractors. Contractor shall, promptly upon any request by the

Company, provide the Company with satisfactory evidence of such coverage.

(q) Contractor represents and warrants that all information and documentation

provided to Company in connection with this Agreement and the Services is true and

correct. Contractor agrees to provide prompt notice to Company of any changes to such

information and documents. Contractor will permit Company to audit records of Contractor (and any subcontractors) relating to provision of the Services and other matters relevant to the Agreement as reasonably necessary to confirm compliance by Contractor, its

subcontactors, affiliates and Personnel, with the terms of this Agreement. Contractor shall provide documents requested for auditing under this paragraph within 10 calendar days of any such request by Company.

(r) Reliance. Company acknowledges that Contractor has executed this Agreement, and Contractor has agreed to provide the Services in reliance on the representations and warranties that are made or repeated in this clause 6.

7. ** Indemnity and Hold Harmless**

(a) Contractor shall indemnify and hold harmless Company, its officers, directors,

employees, agents, and affiliates from and against all claims, liabilities, losses,

damages, costs, expenses (including, without limitation, reasonable attorneys' fees,

expert witness fees, and all other costs and expenses of litigation) ("Covered Losses"), incurred as a result of or in connection with:

(i) any breach of this Agreement by Contractor, including but not limited to the breach of representations and warranties made under Clause 6;

(ii) any negligent or intentional acts or omissions of Contractor or its officers, directors, employees, or agents;

(iii) any claims brought by third parties arising out of Contractor's use of the Services;

(iv) any violation or alleged violation of any rights of third parties, including but not limited to, rights of privacy, publicity and any intellectual property rights.

(b) Contractor's indemnity obligations under this Clause 7 shall include the obligation to fully

indemnify Company for all Covered Losses and the obligation to defend Company at Contractor's expense against all third-party claims. Contractor will advance to Company all costs and expenses (including, without limitation, reasonable attorneys' fees and costs) as they are incurred by Company in connection with any third-party claim.

(c) In the event of any third-party claim that is subject to indemnification under this clause, Company shall have the right, but not the obligation, to control the defense of such

claim, including the selection of legal counsel. Contractor shall not enter into any settlement without the prior written consent of Company.

(d) Contractor's indemnification obligations under this Clause 7 shall survive the expiration or earlier termination of this Agreement.

8. **Force Majeure**

(a) Any Party shall not be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, if such failure or delay is on account of causes beyond its reasonable control, including labor disputes, sivil, commotion, torrorists acts

beyond its reasonable control, including labor disputes, civil commotion, terrorists acts, war, fires, floods, inclement weather, governmental regulations or controls, casualty,

government authority, strikes, pandemics, epidemics, local disease outbreaks, public

health emergencies, communicable diseases, quarantines, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which

event the non-performing party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter (collectively, "Force Majeure Event").

(b) Upon the occurrence of a Force Majeure Event, the Party shall promptly notify the other Party of the Force Majeure Event and its impact on performance under this Agreement.

(c) Any Party shall be excused from the performance of its obligations under this

Agreement if its performance is prevented by the Force Majeure Event. The time for

it's performance shall be extended reasonably and the Party may resume performance only after the Force Majeure Event is over or its impact on it's performance has been mitigated.

(d) If a Force Majeure Event continues for more than fifteen (15) days, any Party may terminate this Agreement upon written notice to the other Party.

(e) The Party affected by the Force Majeure Event must take all steps reasonably

necessary to mitigate the effect of the Force Majeure Event and minimize any potential disruption caused by such event.

9. ** Default and Termination**

(a) Termination without Cause. Each Party is entitled to terminate this Agreement at any time by giving the other Party thirty (30) days written notice.

(b) Event of Default. An Event of Default, at the opinion of Company, has occurred if:

(i) there is amaterial default in the performance of clauses 3 to 6 of this Agreement by either Party;

(ii) any Party files for bankruptcy, becomes insolvent, or takes any action indicating an intent to dissolve or windup its business affairs

(iii) a receiver, receiver and manager, liquidator, trustee, administrator or similar

official is appointed, or steps are taken for such appointment, over any of the assets or undertakings of the Party;

(iv) any representations or warranties described in this Agreement made by

Contractor are or become untrue, false or misleading; or

(v) Contractor's assets are seized by any authority, or the Contractor is subject to any orders or actions, or is under investigation with respect to any offence

In the event of an Event of Default occurring in respect of a Party (the "Defaulting Party"), the other Party may terminate this Agreement upon giving the termination notice to the Defaulting Party.

(c) Termination by Company. Company may, at its sole and absolute discretion, terminate this Agreement upon giving the termination notice to Contractor if:

(i) Contractor has not placed any order through Company's platform for a period of not less than 30 days;

(ii) there is a default in Contractor's performance of any terms contained in this Agreement and Contractor fails to rectify the default after receipt of notice to rectify and upon the expiration of the relevant period of notice;

(iii) Company, at its opinion, may terminate this Agreement due to adjustment of its business operation.

(d) Effect of Termination

(i) Any termination of this Agreement shall be without prejudice to the rights of either Party against the other Party which may have accrued up to the date of

such termination. The Defaulting Party shall be liable for all damages and losses sustained by the non-defaulting Party resulting from the termination of this Agreement.

(ii) Upon termination of this Agreement, Company will no longer be obliged to keep any record or information in relation to Contractor, the Services and the Goods.

(iii) The termination of this Agreement for whatever reasons shall not terminate any

provisions herein contained which expressly or impliedly operate or have effect notwithstanding termination of this Agreement.

(e) Survival. This clause 9 shall survive the expiration or earlier termination of this Agreement

10. **Ownership of Intellectual Property. **

The Parties agree that any system, process, or anyintellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright,trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement by or on behalf of Company shall be the soleand unencumbered property of Company.

11. **Confidentiality.**

Both Contractor and Company acknowledge that confidential information

relating to each other's business maybe disclosed or otherwise come to their attention during the course of this Agreement. Both parties shall hold such information, including the terms of this Agreement, in strict confidence and shall take all reasonable care and precautions to prevent the unauthorized use, disclosure, dissemination, or publication of the information. Neither party will, without the written consent of the other party, disclose any information to any third party nor use such information for the benefit of any other party, except as required by that party to perform its obligations under this Agreement. Each party shall disclose the Confidential Information only to its employees, subcontractors and representatives who have a need to know such Confidential Information to fulfill the business affairs and transactions contemplated by this Agreement and who are under confidentiality obligations no less restrictive as this Agreement. Each party shall remain responsible for breaches of this Agreement arising from the acts of its employees, subcontractors and agents. If either Contractor or the Company becomes legally compelled to disclose any information to which the above applies, it shall provide prompt written notice to the other party so that the other party may seek a protective order or other appropriate remedy, and the disclosing party shall reasonably cooperate with the other party with respect to such efforts. If such order or

remedy is not available in time, the obligation of confidentiality shall be waived, but such required disclosure shall be limited to only those disclosures as is necessary to comply with the law. This clause 11 shall survive the expiration or earlier termination of this Agreement

12. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, OR PUNITIVE DAMAGES,

INCLUDING, BUT NOT LIMITED TO, LOST

PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR LOSS OF DATA, WHETHER BASED ON A BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES.

13. **Governing Law; Disputes. **

This Agreement will be governed by and interpreted in accordance with the laws of the State, without giving effect to the principles of conflicts of law of such state, and shall be binding upon the parties hereto in the United States and worldwide. Any dispute between the Parties under this Agreement or any claims or legal action by one Party against the other arising under this Agreement or concerning any rights under this Agreement shall be commenced and maintained solely in any state or federal court located in. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

14. Relationship of the Parties. The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for any applicable payment of the salaries and incentives of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

15. Assignment; Binding Agreement. Neither this Agreement, nor any right or interest herein, maybe assigned, in whole or in part, without the express written consent of the other Party, which consent shall not be unreasonably withheld or delayed, unless otherwise agreed in this Agreement. Notwithstanding the foregoing, Contractor may assign this Agreement to any affiliated company or if the assignment is carried out as part of a merger, restructuring, or reorganization, or sale or transfer of all or substantially all of Contractor's assets, without the other's consent, upon written notice to the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and legal representatives.

16. General Provisions.

(a) Notice. Contractor and Company agree that all notices or other communications

required under this Agreement shall be in writing and shall be deemed effective when received by either (1) hand delivery, (2) registered mail, (3) certified mail, return

receipt requested, or (4) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice Hereunder.

(b) Attorney's Fees. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing party shall be

entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other party.

(c) Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of

either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other

provision of this Agreement thereafter.

(d) Severability. In the event any provision of this Agreement shall beheld invalid,

illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement.

(e) Counterparts. This Agreement maybe executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one

and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

(f) Entire Agreement, Modification. The Parties agree that this Agreement constitutes

the entire agreement between them regarding the subject matter hereof and supersedes all prior oral and written agreements or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.

17. **Payment Agreement. **

By virtue of all the above and care of both the accountant and the company, two weeks of the payment will be retained, in order to obtain the correct data of all the packages handled by both parties and have correct data of payments and deductions The price per package delivered is \$1.80

In Witness Whereof, the parties hereto have executed and delivered this Agreement as of the date first written above.

Company

By: INKFINITYNJ LLC Date:1/19/2024 Signature

Contractor

Name: Date: Signature

Appendix A Services

1. Service Scope and Quality

(a) Diligent Performance: Contractor agrees that the Delivery Services will be performed in a diligent and workmanlike manner consistent with standards generally observed in the industry

for the same or similar services.

(b) High Service Standards: Contractor shall adhere to the highest industry standards of service quality and customer satisfaction throughout the entire delivery process.

(c) Professional Conduct: Contractor will act in a professional and courteous manner with all recipients of deliveries on behalf of clients of Company.

(d) Reputation Protection: Contractor shall refrain, at all times, from making any

disparaging comments or taking any actions that cast an unfavorable light upon

Company, its products, services, clients, or any officer, director, or employee thereof.

2. Pickup and Delivery Schedule

(a) Timely Completion: Pickups scheduled before [07:10 pm] shall be completed on the same day.

3. Delivery Quality

(a) Timely Deliveries. Company expects that Contractor deliver Deliverables to the customers on time.

(b) Delivery attempted or undeliverable Deliverables returned to Company timely. In an instance where delivery is not possible, Contractor are expected to return all Deliverables to the Company, unless otherwise directed by Company.

4. Return Rate

(a) Return Rate Limit and Exceptions: Contractor shall make reasonable efforts to maintain a same-day return rate within the limit of [2%]. This return rate shall exclude instances of incorrect address, customer refusal, and system-initiated returns.

(b) Return Rate Exceptions: Contractor acknowledges that certain exceptional

circumstances, such as natural disasters (e.g., earthquakes, Wildfires, hurricanes), civil unrest, or other force majeure events, may impact the return rate beyond the established limit. In such cases, the parties shall work collaboratively to address the situation while considering the broader context of the event.

5. Service Fees

Company at its discretion is permitted to cancel or determine adjustments, discounts, or deductions from the Service Fees (or if the Services Fees has already been paid, require reimbursement of the Service Fees from Contractor) for aparticular Contracted Service if:

(a) the Contracted Services were not completed, unless Company has agreed with Contractor otherwise.

(b) a consumer or a recipient has made a complaint related to Contractor or Contractor's driver acts or omissions; or

(c) suspected fraudulent activity or misuse has been detected.

(d) Company decision to cancel, or determine adjustments, discounts or deductions, or require reimbursement of the Service Fees must be exercised reasonably.

If Company discovers payment errors that result in additional amounts being paid to

Contractor, or there is an adjustment, Company may deduct the amount from future Service Fees, or bank account or seek reimbursement by other lawful means.

Contractor acknowledges and agrees that Company may withhold the Service Fees. In the event that the Deliverables are lost, missing or not returned to Company within reasonable

time, Contractor represents and undertakes that Contractor must indemnify Company against any loss incurred by Company, and Contractor acknowledges and agrees that all and any Service Fees maybe used to set off any loss without limitation.

6. Package Damages or Losses

Fine for Package Damages or Losses: Contractor shall be liable to pay a fine of [packge price] per item The aforementioned fine can be directly deducted from the Service Fees by the Company.

7. Bad Photos

We want to remind you of the importance of taking photos appropriately. In the event that you capture an image incorrectly, an additional charge of \$4 will be applied to cover the costs associated with correction or handling related issues. Furthermore, in severe situations where misconduct persists, we reserve the right to permanently close your account. We aim to maintain a safe and respectful environment for all our users, and we rely on your cooperation to contribute to this. Please adhere to our guidelines and policies to ensure a positive experience for everyone.