



Boon Exclusive Errand Services (BEES) Inc.
Lot 1, St. Joseph Village, Baguio City, Benguet, Philippines, 2600
09189466886
info@bees-ph.com
bees-ph.com

General Partner Merchant Agreement

This General Partner Merchant Agreement (the "Agreement") is entered into and made as of this [Date] (the "Effective Date")

BETWEEN:

Bees Inc., a corporation duly organized and existing under the laws of the Philippines, with its principal place of business at Lot 1, St. Joseph Village, Baguio City, Benguet, Philippines (hereinafter referred to as "Bees Inc.").

AND:

[MERCHANT PARTNER LEGAL NAME], a [MERCHANT PARTNER LEGAL STRUCTURE, e.g., sole proprietorship, partnership, corporation] properly organized and existing under the laws of the Philippines, having its principal office at [MERCHANT PARTNER ADDRESS] (hereinafter referred to as "Merchant Partner").

(Each a "Party" and together, the "Parties").

RECITALS

A. Bees Inc., established in Baguio City, Benguet, operates a business of offering customized errand and delivery services to its customers nationwide.

B. Merchant Partner operates a business of [Specify Merchant Partner's Business, e.g., restaurant, retail store, laundry business] and provides goods and/or services complementary to Bees Inc.'s.

C. The Parties wish to form a general partnership to sell Merchant Partner's products and/or services to Bees Inc.'s customers via Bees Inc.'s platform and service network, thus increasing both Parties' reach and customer base right here in our area.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Parties agree as follows:

1. Purpose of the Partnership:

The objectives of this general partnership are to benefit both Parties together by:

Presenting Merchant Partner's (the "Merchant Partner Offerings") to Bees Inc.'s consumers.
Arranging the ordering and delivery (if possible) of the Merchant Partner Offerings via Bees Inc.'s service platform (including but not limited to mobile applications, website, and staff).



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Joint marketing and promoting the existence of the Merchant Partner Offerings through Bees Inc.'s network.

2. Obligations of Bees Inc.:

Bees Inc. will be responsible for:

- Offering a platform whereby customers are able to access and order Merchant Partner Offerings. Arranging the placement of orders for Merchant Partner Offerings with the Merchant Partner. Organizing the pick-up and delivery of Merchant Partner Offerings to customers, where relevant and agreed.
- Dealing with customer inquiries and support in respect of the ordering and delivery process. Marketing and advertising the availability of Merchant Partner Offerings to its customer base via available channels.
- Processing payments from customers for Merchant Partner Offerings and paying over the agreed amounts to the Merchant Partner in accordance with Section 4.

3. Responsibilities of the Merchant Partner:

The Merchant Partner is obligated to ensure:

- Providing accurate and current information about the Merchant Partner Offerings, such as descriptions, availability, prices, and any terms and conditions that may apply. Assuring the quality, accuracy, and readiness of the Merchant Partner Offerings to fill in a timely manner when it receives an order from Bees Inc.
- Furnishing Bees Inc. with materials necessary (e.g., menus, price lists, product photos) for marketing. Meeting mutually agreed-upon availability and operating times for filling orders.
- Being subject to all laws, regulations, and standards applying to the Merchant Partner Offerings. Notifying Bees Inc. immediately of any changes in availability, price, or specifications of the Merchant Partner Offerings.

4. Financial Terms:

Pricing: The price at which the Merchant Partner Offerings will be sold to customers will be [Specify Pricing Structure, e.g., Merchant Partner's standard price, a mutually agreed-upon price].

Commission/Revenue Sharing: Bees Inc. shall be eligible to [Specify Percentage or Fixed Amount] of the [Specify Basis, e.g., the total sales price, the net sales price] of every Merchant Partner Offering successfully ordered and delivered through the platform of Bees Inc.

Payment Terms: Bees Inc. will make payments to the Merchant Partner on a [Specify Payment Frequency, e.g., weekly, bi-weekly, monthly, etc.] basis, within [Specify Number] business



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days from the end of the payment period. Payments will be made through [Specify Payment Method,

e.g., bank transfer, check] to the Merchant Partner's specified account: [Merchant Partner Bank Name, Account Name, Account Number].

Reporting: Bees Inc. will give the Merchant Partner periodic reports of the Merchant Partner Offerings' sales on its platform.

5. Intellectual Property:

All rights, title, and interest in and to the Merchant Partner's trademarks, service marks, logos, and other intellectual properties related to the Merchant Partner Offerings belong to the Merchant Partner.

Bees Inc. reserves all rights, title, and interest in and to its trademarks, service marks, logos, platform, and other intellectual property related to its services.

Each Party is granting the other a limited, non-exclusive, and revocable license to use the other Party's logos and trademarks only to enable the other Party to perform the obligations and exercise the rights under this Agreement.

6. Term and Termination

This Agreement will start on the Effective Date and will last for the first term of [Specify Initial Term, e.g., one (1) year] (the "Initial Term").

After termination of the Initial Term, this Agreement shall continue to be extended for consecutive [Identify Renewal Term, e.g., one (1) year] terms (each a "Renewal Term," and together with the Initial Term, the "Term") unless both parties give notice to each other of its refusal to renew at least [Identify Notice Period, e.g., thirty (30) days] before the conclusion of then-ongoing Term.

Either Party can cancel this Agreement on written notice to the other Party if the latter materially violates any term of this Agreement and does not cure the default within [Specify Cure Period, e.g., thirty (30) days] from the date written notice of default is received. Bees Inc. shall be entitled to terminate this Agreement at any time on [Specify Notice Period, e.g., thirty (30) days] written notice to the Merchant Partner for any reason whatsoever.

Upon termination of this Agreement, all rights and obligations of the Parties under this Agreement shall automatically terminate, except for any obligations that by their nature should survive termination, including but not limited to payment obligations accrued before termination and confidentiality obligations.

7. Confidentiality:

Both Parties undertake to keep confidential any confidential or proprietary information revealed by the other Party in relation to this Agreement and will not disclose the same to any third party without the prior written approval of the disclosing Party, except as mandated by law.



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8. Indemnification:

The Merchant Partner agrees to indemnify, defend, and hold harmless Bees Inc., its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) resulting from or relating to (a) any defect in or relating to the Merchant Partner Offerings, (b) any breach of the Merchant Partner's representations or warranties under this Agreement, or (c) any negligence or willful misconduct of the Merchant Partner or its employees or agents. Bees Inc. will indemnify, defend and keep harmless the Merchant Partner, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney's fees) resulting from or relating to (a) any material breach of Bees Inc.'s representations or warranties under this Agreement, or (b) any act of negligence or willful misconduct of Bees Inc. or its employees or agents in performing the services hereunder.

9. Limitation of Liability:

TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAWS, NEITHER OF THE PARTIES SHALL BE RESPONSIBLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BEES INC.'S CUMULATIVE TOTAL LIABILITY TO THE MERCHANT PARTNER UNDER THIS AGREEMENT SHALL NOT BE GREATER THAN THE TOTAL AMOUNT OF COMMISSIONS PAID BY BEES INC. TO THE MERCHANT PARTNER OVER THE [Specify Time Period, e.g., SIX (6) MONTHS] PERIOD IMMEDIATELY BEFORE THE EVENT GIVING RISE TO THE LIABILITY. 10. Governing Law and Dispute Resolution: This Agreement shall be interpreted and governed according to the laws of the Republic of the Philippines. Any controversy or dispute arising out of or in relation to this Agreement shall be resolved exclusively by the courts of [State Jurisdiction, i.e., the City of Laoag, Ilocos Norte], here in our vicinity.

11. Entire Agreement:

This Agreement is the final agreement between the Parties regarding the subject matter hereof and replaces all prior or contemporaneous oral or written communications and proposals.

12. Amendments:

No amendment or modification of this Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both Parties.



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13. Notices:

All notices and other communications under this Agreement shall be in writing and shall be conclusively deemed to have been given when delivered personally, sent by registered mail (postage prepaid, return receipt requested), or sent by reputable overnight courier service to the addresses specified above (or to such other address as a Party may specify by notice to the other Party).

14. Independent Contractors:

The Parties' relationship shall be that of independent contractors. This Agreement shall not be interpreted to create a relationship of agency, partnership, joint venture, employment, or fiduciary arrangement between the Parties. Neither Party shall have authority to bind or assume any obligation on behalf of the other Party.

15. Force Majeure:

Neither Party shall be responsible for any failure or delay in the performance of its obligations under this Agreement resulting from any act of God, fire, flood, earthquake, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, or any other cause beyond the reasonable control of such Party.

The impacted Party shall immediately inform the other Party of such occurrence and shall employ commercially reasonable efforts to minimize the effect of such occurrence.

16. Assignment: Neither Party is permitted to assign its obligations or rights under this Agreement without prior written consent from the other Party, whose consent shall not be withheld unreasonably. IN WITNESS WHEREOF, the Parties have signed this General Partner Merchant Agreement as of the Effective Date first above written.

Bees Inc.

Merchant Name

By: _____

By: _____

Name: [Your Name]

Name: [Merchant Partner Representative]

Title: Owner

Title: [Merchant Partner Representative Title]