

Lalamove Staff: _____

Ref #: _____

Date:

ACCREDITATION AGREEMENT AS PARTICIPATING DRIVER (Partners Agreement)

Between Lalamove and Participating Driver

Participating Driver Details

Name: _____ Driver ID: _____

Mobile: _____ Plate #: _____

PARTICIPATING DRIVER TERMS:

SECURITY DEPOSIT

1. I agree to pay Php 500 (for Motorcycles) or Php 1,000 (for MPV 200 kg, MPV 300 kg and MPV 600 kg) or Php 1,500 (for 1,000 kg light truck and 2,000 kg Light Truck) as Security Deposit.
2. I agree that the Security Deposit required above shall be paid in full. I agree and authorize Lalamove to make the deduction from my Wallet corresponding to any deficiency in security deposit if and when such deposit falls below the required amount. Further, I also authorize Lalamove to deduct from my wallet the amount of security deposit to pay for damages after due notice to me and my failure to provide such payment in cash.
3. In the event that I fail to furnish the full security deposit, Lalamove has the right to put my Lalamove Account on hold and suspend my access thereto. Lalamove shall only reactivate my Lalamove Account once security deposit is paid subject to the sole discretion of Lalamove.
4. All Security Deposits collected by Lalamove will be used to protect the mutual interests of Lalamove and all Participating Drivers therefore, I hereby agree that such Security Deposit shall be answerable for the following:
 - a. Payment for Users in case of mishandling or any damage to the items for delivery or in event of any complaints from third parties or clients relating to the performance of the Participating Driver's obligation to deliver.
 - b. Payment for any penalty charged by clients, third party or government on account of participating driver's mistake, negligence or actions or inactions.
 - c. Penalty for violation of the terms and conditions of the use of the Platform, this Agreement, Lalabag Agreement, Sticker Agreement, Data Privacy Policy and Code of Ethics.
 - d. Payment for use of Lalamove collaterals when the number of required orders are not met as indicated in this Agreement upon offboarding from platform.
 - e. Payment for damage to any Lalamove collaterals as provided in this Agreement.
5. Notwithstanding the above, the Participating Driver agrees and understands that he is solely liable to the full extent of the claim of the User against the Participating Driver for any claim for loss, mishandling or damage to the items for delivery. The Participating Driver agrees and authorizes Lalamove to forfeit the remaining amount in the wallet as payment for damages to the user in case the Participating Driver fails to submit proof that he is not liable for any claim against him.

COMPLIANCE TO LALAMOVE POLICIES AND OTHER AGREEMENTS

6. I have read and understood the Participating Drivers' Terms and Conditions and Special Private Contract of Carriage found in the Lalamove Driver App, and the Lalamove Rules for Continued Accreditation found in "Annex A".
7. Starting from the date of accreditation with Lalamove, I, as a Participating Driver, agree to abide by the Participating Drivers' Terms and Conditions and Special Private Contract of Carriage, and Lalamove Rules for Continued Accreditation, I enter into with Users of the Platform. I likewise agree to abide by all amendments the Participating Drivers' Terms and Conditions and Special Private Contract of Carriage, and Lalamove Rules for Continued Accreditation, as well as any amendment. I am aware and I understand and acknowledge that THERE IS NO EMPLOYER – EMPLOYEE RELATIONSHIP BETWEEN MYSELF AND LALAMOVE. AS ACCREDITED PARTICIPATING DRIVER, I HAVE FULL CONTROL OVER MY TIME AND DISCRETION AS TO WHICH ORDER FOR DELIVERY TO ACCEPT AND TO PERFORM THE SERVICES. HOWEVER, I AGREE TO COMPLY WITH

ALL MY OBLIGATIONS STATED IN THIS AGREEMENT AND OTHER POLICIES OF LALAMOVE TO MAINTAIN MY ACCREDITATION. LALAMOVE HAS THE RIGHT TO REMOVE ME FROM THE PLATFORM FOR ANY REASON.

8. I warrant that I am the exclusive user of the mobile number above provided. I hereby undertake that I will not let any other person use my account as a Participating Driver in the Platform. This mobile number is what I use to access the Platform as a Participating Driver. I will immediately inform Lalamove of any loss or change in the mobile number I am using for the Platform. I shall be fully accountable for any loss or damage on account of any use of other people of such mobile number. Similarly, I will not allow any person to use my Lalamove Account. I shall be fully accountable for any loss or damage on account of this breach of obligation. A BREACH OF THIS OBLIGATION SHALL AUTOMATICALLY FORFEIT MY SECURITY DEPOSIT.
9. I acknowledge that all incentives, rewards and bonuses granted during the course of the accreditation shall be credited to my Driver Wallet. All such incentives, rewards and bonuses shall be upon the sole discretion of Lalamove and upon compliance with the terms and conditions set.

LALAMOVE COLLATERALS AND PROPERTY

10. As a participating-driver of Lalamove, I can opt to use Lalamove collaterals such as uniform, jacket and IDs, I commit to wear these collaterals to be identified as a Lalamove Participating-Driver. This does not in any way make me an agent or employee of Lalamove. I agree that the costs of these collaterals shall be charged against me except if I am able to complete at least sixty (60) orders.
11. I agree that these offline marketing materials owned by and provided by Lalamove such as but not limited to shirt/s, jacket, insulated bag, and vehicle stickers bearing the Lalamove name and logo shall remain the company property of Lalamove. I agree to voluntarily return in good condition such offline marketing materials within five (5) business days from being off-boarded from the Platform without need for demand from Lalamove. Failure to return these properties shall give rise to a cause of action on the part of Lalamove to recover these properties illegally retained after termination of your accreditation as participating driver of Lalamove.
12. No Lalamove collaterals will be issued until the security deposit or cash bond is completed. Insulated Bag for Motorcycle Participating Drivers or Stickers for 4-wheel Participating Drivers will only be available upon completion of security deposit and the completion of required minimum orders as determined by Lalamove.
13. Participating Drivers who will opt to use Lalamove Insulated Bag (the Lalabag) agree that such Lalabag is for rent at Php 100.00 per month upon issuance of the Lalabag. For the purpose, I agree to pay a monthly rental of Php 100.00 for the Lalabag and for which I authorize Lalamove aato deduct from my driver wallet. Lalamove will replace Lalabag if damage through usual wear and tear. The Participating Driver undertakers to handle the Lalabag with care. If it is damaged or lost through fault or negligence of the Participating Driver, the cost of the Lalabag shall be charged against the Security Deposit.
14. I promise and undertake to use the Lalabag and any collaterals containing the Lalamove Brand with care and will always conduct myself in a responsible manner so as not to cause damage and harm to the Lalamove brand. I will always follow traffic rules and regulations. I will NOT use the Lalabag in any illegal activities.
15. I understand that the Lalabag remains property of Lalamove and therefore I cannot sell, dispose or rent to anyone.
16. I expressly agree that my failure to return the company property of Lalamove as provided in Section 11 within the given time period shall make me liable for the payment of damages and/or penalty in the fixed amount of Php 50,000.00 without need for prior demand and/or judicial determination of liability. I acknowledge that, in the event that I failed or refused to pay the amount, for any reason whatsoever, Lalamove shall be entitled to satisfy the liability from my personal property. Notwithstanding the foregoing, I acknowledge that Lalamove does not waive its right to institute any civil or criminal case against me for my failure to surrender the company property of Lalamove.
17. Any unauthorized use of the Lalamove brand, logo and collaterals is a violation of the intellectual property rights of Lalamove and may be subject to a criminal action. This includes purchasing of collaterals from unauthorized sellers who is not authorized to use the name and logo of Lalamove and not authorize to distribute such collaterals bearing Lalamove name and logo.

OTHER AGREEMENTS

18. As a verified Participating Driver with a verified Lalamove Driver Account, I will ensure that my driver's wallet account has at least Php 500.00 at any given time.
19. I may request to leave the Platform at any time. Any amount not covered by the Security Deposit shall be paid in cash by the Participating Driver. The costs of collaterals in accordance with Section 10 will be charged on Security

Deposit since the collaterals can no longer be used by Lalamove. Damaged (except by usual wear and tear) or unreturned Lalabag shall be charged against the Security Deposit.

20. Once the request to leave has been processed, I agree that all the amount that is subject for refund shall be deposited through my registered GCash account.
21. I agree that my account can be temporarily suspended if I, as a Participating Driver, did not take any order within a continuous period of thirty (30) days and I will need to attend Platform re-orientation for reactivation of access. This is to ensure that I still understand Agreement that I signed up for.
22. If I wish to join the Platform after leaving or after having been off-boarded, I agree that I must again undergo the process of application as a Participating Driver and pay the required Security Deposit defined upon re-joining. Lalamove reserves the sole right to accept or deny any application as Participating Driver.
23. I agree that I may be off-boarded from the Platform due to my violation of the Terms and Conditions, Privacy Policy or the Lalamove Rules for Continued Accreditation or complaints by Users for violations of the Special Contract of Private Carriage of Goods. I understand that I can also be blacklisted from ever using the Lalamove Platform.
24. Wallet Credits and Security Deposit will be forfeited in case of violation of any terms and conditions herein and other agreements mentioned in this Agreement.

I understand and agree that if I am off-boarded from the Platform, it will automatically forfeit my "Wallet Credits", and authorize Lalamove to reclaim any amount on my Account, and any outstanding balance in my "Security Deposit", without prejudice to other amounts Lalamove may be entitled to, and without prejudice to any claim, action (civil, criminal, administrative or quasi-judicial) which Lalamove may take in order to protect the interests of the company.

I hereby indicate my agreement to this Agreement with my continued use of the Lalamove Platform and collaterals.

Accepted by:

Acknowledged by:

Signature over Participating Driver's Name

Signature over Operator's Name

Date Signed: _____

Date Signed: _____

Annex A: Lalamove Rules for Continued Accreditation

5 Steps to a Perfect Delivery

1. **Accept**
 - Phone: Working status, battery, internet connection, data and call package, GPS
 - Vehicle: Operating good, clean, fuel tank full, Lalamove insulated bag secured
 - Participating Driver: Good shape, rested, stretched, outfit worn
 - Route: Expressway, Pick up and Drop off point

2. **Communicate** (with user/sender on the phone)
 - Introduce yourself: ***“Magandang umaga/hapon/gabi, ako po si _____, ang iyong Lalamove Participating Driver. Ako po ang iyong delivery partner ngayong umaga/hapon/gabi.”***
 - Confirm: ***“Kayo po ba si _____?, Kukunin ko po ang inyong package mula sa (ADDRESS) and dadalhin sa (ADDRESS) ng (DATE+TIME)”***
 - Specify: Service type, fee amount, who is paying, specification of items in terms of dimension, weight and content (ie. fragile), route (ie. toll fees if passing through expressways).
 - Commit: ***Ang delivery fee po ay _____ and at ang mode of payment ay (CASH/CREDIT). Dadating po ako ng (ETA) sa (ADDRESS). Salamat po.***

3. **Pick Up**
 - Find a proper carpark or loading bay to park your vehicle / get off your vehicle
 - Greet the customer, open the trunk
 - Check the items, take a photo of the items
 - Request for sender's consent if the sender will be included in the photo

4. **Communicate** (with recipient on the phone)
 - Introduce yourself: ***“Magandang umaga/hapon/gabi, ako po si _____, ang iyong Lalamove Participating Driver. Ako po ang iyong delivery partner ngayong umaga/hapon/gabi.”***
 - Confirm and commit: ***“Kayo po ba si _____?, Dadalhin ko po ang inyong package mula sa (ADDRESS) and dadalhin sa (ADDRESS) ng (ETA)”***

5. Deliver

- Find a proper carpark or loading bay to park your vehicle / get off your vehicle (always confirm with the client first before availing of paid parking!)
- Greet the customer
- Ensure that the customer is the right recipient
- Check the items delivered, take a photo of the items
- Request for recipient's consent if the recipient will be included in the photo

Good Practices

1. Ask user politely for rating
2. If possible, arrive a bit earlier to the pickup location
3. Not many goods and have parking? Help customer load/unload!
4. Contact us when you encounter a problem or have feedback
5. Be well rested before you start your day
6. Make sure your vehicle and phone are in good condition
7. Chat with us using the driver app

THE ABOVE ARE MERE GUIDELINES AND BEST PRACTICES. AS AN INDEPENDENT CONTRACTOR YOU CAN DO IT AS YOU DEEM BEST AND BETTER FOR THE CLIENT PROVIDED THAT YOUR ACTION DOES NOT CREATE ISSUE, CLAIMS AND DAMAGES AGAINST LALAMOVE AND THE CLIENT. LALAMOVE RESERVES THE RIGHT TO REMOVE YOUR ACCREDITATION AS PARTICIPATING DRIVER IF YOUR ACTIONS CREATES EXPOSURE FOR LIABILITY FOR OR CLAIMS AGAINST LALAMOVE.

LALA RULES

These rules are not intended to dictate to you how to perform your service but to ensure that the Lalamove's name and its employees and community of Participating Drivers and Users are protected from negligent, improper, criminal and fraudulent behavior

Lifetime ban and the full amount of the Security Deposit and the Participating Driver wallet balance will be forfeited in favor of Lalamove.

- a. Theft (will be reported to the police)
- b. Bypassing the Platform including Performing delivery services for a Lalamove customer without using the system when the initial contact is via the Lalamove App.
- c. Cheating or gaming the system
- d. Abuse of Promotional Codes and Coupons
- e. Placing and receiving an orders through self, with other drivers, or with any third party
- f. Commissioning fellow drivers to place and receive orders together
- g. Manipulating orders (Asking customers to pay more)
- h. COD not returned or deposited **within the same day** (if pass banking hours coordinate with the sender)
- i. Swearing at or threatening customers or Lalamove employees
- j. Making threats of any kind
- k. Aggressive, hostile or violent behavior, such as intimidation of others; attempts to instill fear in others; or subjecting others to emotional distress
- l. Other behavior which suggests a propensity toward violence, which may include belligerent speech, excessive arguing or swearing, threats of sabotage of company property, or a demonstrated pattern of refusing to follow code of ethics.
- m. Using Platform for illegal use
- n. Misbehaving while wearing or using any Lalamove materials
- o. Sending inappropriate texts or placing unprofessional calls to customers and/or Lalamove employees
- p. Being involved in or commissioning violence under the Lalamove platform
- q. Possession of a dangerous weapons during Lalamove transaction/s
- r. Using a vehicle or driver not registered under Lalamove
- s. Data privacy - sharing client information to competitors/social media or to any person or third party entities
- t. Falsification of records

- u. Drinking alcohol prior or during any engagement with Lalamove client, possession or consumption of illegal drugs
- v. Conviction of a felony
- w. Committing any acts or negligence which cause damage or disrepute to the name of Lalamove
- x. Using materials/collaterals belonging to competitors or other brands while performing transaction for Lalamove user, as well as using the Lalamove materials/collaterals/uniforms during their activities with competitors/other brands
- y. Conflict of interest
- z. Lalamove can at anytime remove a Participating Driver from the Platform if in its sole discretion, the Participating Driver is committing acts that is against the interest of Lalamove and such acts will cause damage and harm to Lalamove.

LALAMOVE RESERVES THE RIGHT TO

- **SUSPEND THE ACCOUNT OR REMOVE ACCESS OF THE PARTICIPATING DRIVER AND/OR CHARGE AGAINST THE SECURITY DEPOSIT ON ACCOUNT OF THE FOLLOWING:**

- a. Not completing an order immediately after last drop off
- b. Late Delivery
 - i. Accepting multiple orders causing delays
 - ii. Accepting overlapping orders (multiple items/orders in the vehicle)
 - iii. Late Pick-up / Arriving Late
- c. CS cancellations or reassignment requests
- d. Cancelled without notice to CS
- e. Cancelled advanced order without notice to CS
- f. Order cancellations/reassignments without a valid reason
- g. Application cancellations
- h. Late Cancellation of order under Corporate Account
- i. Showing up without an insulated bag - not following insulated bag request (for Motorcycle Participating Drivers)
- j. No pushcart or assistant (for 4-Wheel Participating Drivers)
- k. Demanding for tip
- l. Using the name, brand and marks of Lalamove without company authorization
- m. Forcing clients to assign the order to him/her
- n. Not honoring promotional codes and coupons
- o. Bargaining to revise order

- p.** Unprofessional assistant (for 4-Wheel Participating Drivers)
- q.** Dress code violations (wearing shorts, sando, sandals, etc)
- r.** Rude/disrespectful to client or Lalamove
- s.** Not following the time of order indicated in the app (bargaining with CS or client for time revision)
- t.** Not calling a client to confirm order details, causing order issues (cancellations/delays/complaints)
- u.** False app status updates (clicking picked up without picking up item; completing without completing delivery)
- v.** No Show
- w.** Registering an uncontactable number / using a different number from registration
- x.** Assistant not familiar with tasks at hand/Lalamove concept (for 4-Wheel Participating Drivers)
- y.** Package Mishandling: corresponding amount deduction from Security Deposit and wallet and automatic suspension
 - a.** Damages to items
 - b.** Loss of items
 - z.** Lalamove Collateral Loss or Mishandling: deduction from Security Deposit and wallet

FOR THE ABOVE BREACH OF THIS AGREEMENT, THE PARTICIPATING DRIVER AGREES THAT LALAMOVE SHALL HAVE THE RIGHT TO:

1. Remove Access of the Participating Driver from the Lalamove Platform/ Driver's App;
2. Suspend the account of the Participating Driver;
3. Charge against the Security Deposit penalty depending on the circumstances
4. Charge costs of damage against the Security Deposit.