



Enterprise Licensing Agreement

Karooooo Logistics (Pty) Ltd t/a "Picup"
 Reg No. 2014/215119/07,
 Gate House (1st floor), Black River Office Park
 Fir Street, Observatory, Cape Town
www.picup.co.za

CLIENT DETAILS			
Company name			
Physical address			
Registration no.		Contact details	
CUSTOM PACKAGE			
Software, driver planning and management fee (whether orders are completed by Picup drivers or in-house drivers)	R3.00 per Order		
Motorcycle delivery charges (subject to monthly fuel price fluctuations):	R44.89 for the first 5km driven and R5.90 thereafter per km (or part thereof)		
Car delivery charges (subject to monthly fuel price fluctuations):	R69.28 for the first 5km driven and R7.89 thereafter per km (or part thereof)		
Van delivery charges (subject to monthly fuel price fluctuations):	R118.65 for the first 5km driven and R8.70 thereafter per km (or part thereof)		
Cancellation fee	50% of delivery fee		
Picup delivery app (for in-house drivers) if applicable	R150.00 per driver per month		
Notes	The above rates relate to on-demand deliveries from a single collection address to a single delivery address. For batched deliveries (with more than one delivery waypoint on a trip) the charge will be based on the km travelled, no. of waypoints, vehicle type, parcel count/size, etc., and pricing would therefore vary, but – on average – would be cheaper (per waypoint) than sending on-demand deliveries. The above prices are adjusted for the consumer price index on 31 December of each year.		
Commencement date (if different from signature date)	1 st _____ 2025		
SIGNATURE			
To protect your own interests please read the accompanying terms and conditions carefully. If you are uncertain as to the contents of these documents please request advice from your Picup contact person. By signing this Agreement, you accept that you have read, understood and agree to be bound by the contents, including the accompanying terms and conditions.			
Client signatory name		Picup signatory name	
Date		Date	
Signed for and on behalf of THE CLIENT	_____	Signed for and on behalf of PICUP	_____

STANDARD TERMS AND CONDITIONS

1. Definitions

- 1.1. **Agreement** – This agreement concluded between the Client and Picup in respect of the Services, which agreement will be governed exclusively by these terms and conditions read together with the Cover Page and any annexures attached.
- 1.2. **Client** – The Party whose details have been entered on the Cover Page and who has signed the Cover Page after being requested to read these terms and conditions which will govern the relationship between the Parties.
- 1.3. **Cargo** – The goods, products and/or parcels of any description that the Client requires to have delivered and/or collected in terms of this Agreement.
- 1.4. **Cover Page** – The face of this Agreement stipulating, *inter alia*, the name of the Client and the Client's selected Software Package.
- 1.5. **Delivery Partner** – Any third-party courier nominated by Picup or the Client (through the Software Package) to provide Picup Delivery Services.
- 1.6. **Mobile App** – An Android mobile application enabling delivery personnel to, *inter alia*: obtain digital signatures from customers, scan parcels, allow tracking of parcels in real-time, obtain least cost routing, communicate with support staff, and capture photographs to present as proof of delivery.
- 1.7. **Order** – A delivery instruction processed through the Picup Enterprise Solution for one or several items of Cargo to be transported from a single location to another single location. For the avoidance of doubt, if a single delivery route encompasses multiple delivery addresses, the delivery to each address shall constitute a separate delivery instruction.
- 1.8. **Parties** – Picup and the Client, and "Party" shall mean either of them.
- 1.9. **Picup** – Karooooo Logistics (Pty) Ltd (t/a "Picup"), a company registered in the Republic of South Africa with registration number 2014/215119/07.
- 1.10. **Picup Delivery Services** – The delivery of Cargo allocated to and undertaken by Picup or its Delivery Partner through the Software Package.
- 1.11. **Picup Enterprise Solution** – A suite of cloud-based tracking and logistics software products owned and operated by Picup.
- 1.12. **Services** – the licensing, maintenance and hosting of the Software Package and Mobile App, as well as the provision of Picup Delivery Services.
- 1.13. **Software Package** – The contract plan set out on the Cover Page, which plan shall comprise the relevant software modules.

2. Recitals

- 2.1. Picup is engaged in the business of licensing the Picup Enterprise Solution and the Mobile App, as well as undertaking the Picup Delivery Services.

- 2.2. The Client requires the Picup Enterprise Solution technology and the Picup Delivery Services.

- 2.3. This Agreement shall cover the entire working relationship of the Parties as it relates to the Services.

3. Picup Delivery Services

- 3.1. The Client or its representative shall from time to time utilise the Software Package to request the delivery of Cargo by Picup or its Delivery Partners. Delivery requests shall include: the number of deliveries, parcel dimensions, delivery addresses, delivery contact details and a date for the collection of parcels.
- 3.2. Pursuant to Orders issued by the Client and accepted by Picup or its Delivery Partner(s), Picup or its Delivery Partner(s) shall collect the Cargo from the collection address specified in the delivery request. Collection times and dates may vary during high volume of trade.
- 3.3. Picup will notify the Client in writing, of any and all changes or requirements that affect the Client's operation, as and when Picup is made aware of such requirements.
- 3.4. Picup will ensure that the Client has a full and comprehensive record of all deliveries undertaken using the relevant Software Package.

4. Intellectual Property

- 4.1. As between the Client and Picup, all intellectual property, including: software, application programming interface, design, text, editorial materials, informational text, photographs, illustrations, artwork, names, logos, trademarks and service marks (excluding data of the Client), any and all related or underlying technology and any modifications, enhancements or derivative works of the foregoing are the property of Picup and may be protected by applicable copyright or other intellectual property laws and treaties.

5. Responsibilities of Picup

Picup shall:

- 5.1. supply the services with reasonable care, competence and diligence and in accordance with recognised industry standards, approvals and to the extent applicable, the terms and conditions of this Agreement;
- 5.2. exercise skill, care and diligence in rendering the services required from it under this Agreement;
- 5.3. ensure that any employee or contractor assigned or engaged by Picup to perform any of its obligations or any part thereof under the provisions of this Agreement is competent and a qualified person to undertake such obligations and is properly supervised where this is appropriate;
- 5.4. for deliveries using the Picup Delivery Services, Picup shall:
 - a. return undelivered Cargo to the Client at the cost of the Client (provided that Picup was not at fault in causing the failure of the delivery); and

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- b. ensure that delivery personnel are adequately trained, appropriately dressed and conduct themselves in courteous and polite manner.
- 5.5. adhere to a Software Package uptime of 99%;
- 5.6. ensure that electronic proof of collections and proof of deliveries are available to the Client; and
- 5.7. at the Client's request, remove from providing Services to the Client any person employed at Picup or its Delivery Partners who:
 - a. persists in any misconduct or lack of care,
 - b. carries out duties incompletely or negligently,
 - c. is found not to be suitably qualified; or
 - d. fails to conform with any of the provisions of this Agreement.

6. Fees and Payment

- 6.1. The Client shall remunerate Picup for the:
 - a. licensing, maintenance and hosting of the Software Package in accordance with the pricing contained on the Cover Page;
 - b. licensing of the Mobile App at the rate stipulated on the Cover Page per installed instance of the Mobile App;
 - c. Picup Delivery Services in accordance with the pricing quoted on the Cover Page.
- 6.2. In relation to Picup Delivery Services, Picup shall on a monthly basis submit to the Client a tax invoice for the preceding month. The Client shall pay the amount invoiced within 28 days from the invoice date.
- 6.3. The delivery fee may be updated from time to time to accommodate changes in the fuel price. On each anniversary hereof, the delivery fee will undergo a percentage increase equal to the ruling consumer price index.

7. Returns

- 7.1. In relation to the Picup Delivery Services, if Picup is unable to complete the delivery of Cargo due to the fault of the Client or the intended recipient of Cargo:
 - a. the delivery fee will remain payable by the Client; and
 - b. the relevant Cargo will be returned by Picup to the Client's dispatching address and a return fee equal to the outbound delivery fee will be payable by the Client.
- 7.2. If Picup is required by the Client to return cash or a point-of-sale device to the dispatching location, the Client will book the delivery as a return trip, and:
 - a. the fee for the outbound leg of the delivery will remain unchanged;
 - b. the return leg of the trip will incur a fee equal to the outbound leg; and
 - c. Picup will return the point-of-sale device to the dispatching location directly after completing the outbound leg.

8. Loss/Damage/Lateness

- 8.1. To the maximum extent permitted in law, all Cargo is carried at the risk of the owner of the Cargo, the Client or the recipient of the Cargo. Picup and its Delivery Partners accept no liability for any direct or indirect cost, expense, loss or damage of whatsoever nature arising, directly or indirectly, out of Picup or its Delivery Partner's carriage of the Cargo. The effect of this clause is that the owner of the Cargo, the Client and/or the recipient of the Cargo may have limited recourse against Picup and its Delivery Partners in the circumstances referred to herein.
- 8.2. Picup and its Delivery Partners will not procure any insurance cover for or on behalf of the Client. The Client is solely responsible for procuring their own insurance cover in relation to the Cargo transported. In instances where Picup's internal investigation finds that Cargo has been lost/damaged due to gross negligence by Picup or its delivery partner, Picup may reimburse the Client for losses not exceeding R2 000 per incident.
- 8.3. Picup and its Delivery Partners will under no circumstances be responsible for any consequential loss or damage of any nature whatsoever.

9. Non-solicitation

The Client shall not for the duration of this Agreement and for a period of six months following the termination hereof:

- 9.1. offer employment to, enter into a contract for the services of, or attempt to entice away from Picup, any individual who during the operation of this Agreement had been employed or directly or indirectly contracted by Picup;
- 9.2. solicit or entice away from Picup any supplier who had supplied goods or services to Picup at any time during the operation of this Agreement or six months thereafter; or
- 9.3. procure or facilitate the making of any such offer or attempt by any other person.

10. Force Majeure

Except for the obligation to pay for services rendered, neither party shall be liable for its failure to perform in whole or in part due to contingencies beyond its reasonable control including, but not limited to: strikes, riots, fire, acts of God, injunction, compliance with any law, regulation, guidelines, or order of any government body, whether now existing or hereafter created.

11. Duration and Termination

- 11.1. This Agreement shall endure indefinitely unless cancelled by either Party in terms of this clause.
- 11.2. Either party may terminate this Agreement by giving 30 days' prior written notice to the other Party.
- 11.3. Either Party may immediately terminate this Agreement if the other Party:

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- a. has bankruptcy or insolvency proceedings instituted against it and such proceedings remain unresolved or un-discharged for a period of 30 days;
 - b. ceases or threatens to cease to carry on business;
 - c. has a liquidator or receiver or manager appointed in respect of all or any part of its assets or undertaking.
 - d. enters or seeks to enter into any arrangement or compromise with its creditors; or
 - e. provides written consent to cancel this Agreement.
- 11.4. If service levels do not conform with this Agreement, the Client may require Picup to remedy any such non-compliance within 10 business days. If Picup fails to rectify any failure within such time, the Client and Picup will, in good faith, agree a rectification plan within 5 business days. If Picup does not implement the rectification plan within a further 5 business days, the Client may terminate this agreement with immediate effect.
- 11.5. The termination of this Agreement pursuant to this clause, shall not affect any rights or obligations of the Parties, which may have accrued prior to such termination or any compensation due to either Party, or the prompt and effective conclusion and or performance of any pending transportation of Cargo.

12. Non-payment default

If the Client, after 7 days' written notice of default, fails to pay any amount due in terms of this Agreement or the Client abuses or misuses the services provided by Picup, then, for the duration of such default, Picup may suspend all of its obligations in terms of this Agreement.

13. Governing Laws and Disputes

- 13.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 13.2. The Parties shall attempt to resolve any dispute between them and if after 14 days the dispute is still not resolved, the Parties will refer the dispute to be resolved in accordance with the rules of the Arbitration Foundation of South Africa.

14. Domicilium Citandi and Notices

The Parties choose their *domicilium citandi et executandi* for all purposes relating to this Agreement, including the giving of any written notice (which may be given through electronic communication), the payment of any sum and the serving of any process, as the addresses and other contact information provided on the Cover Page.

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