

MASTER MARKETPLACE SERVICES & PARTNERSHIP AGREEMENT

⚠️ **DRAFT** — for review by Philippine counsel. Not legal advice. [bracketed] = to confirm.

This Master Marketplace Services & Partnership Agreement (the “**Agreement**”) is entered into on [date], by and between:

(1) [PHILSTAR DAILY, INC. / PHILSTAR MEDIA GROUP], a corporation organized under Philippine law, with principal office at [address] (“**Philstar**”), operator of the “**Nakakalocal**” initiative of *The Philippine STAR*; and

(2) BEEPXTRA PHILIPPINES, INC., a corporation organized under Philippine law, with principal office at [address], operating “**PASUYO by bXTRA**” (“**bXTRA**”).

Philstar and bXTRA are each a “**Party**” and together the “**Parties**.”

RECITALS

WHEREAS, Philstar owns and operates Nakakalocal, a year-long initiative of *The Philippine STAR* that spotlights vetted partner SME brands and encourages Filipinos to buy local; **WHEREAS**, bXTRA operates a white-label commerce platform and a last-mile delivery (rider) network within Metro Manila (NCR); **WHEREAS**, the Parties wish to launch a permanent **Nakakalocal online marketplace** where customers purchase from partner SMEs and bXTRA fulfills delivery within NCR; **NOW, THEREFORE**, the Parties agree as follows:

1. DEFINITIONS

1.1 “**Marketplace**” — the Nakakalocal-branded online storefront, customer app/site, and seller/ops consoles provided by bXTRA under this Agreement. 1.2 “**Partner SME**” / “**Seller**” — a business onboarded to sell on the Marketplace. 1.3 “**Customer**” — an end-buyer ordering on the Marketplace. 1.4 “**GMV**” — gross merchandise value (total seller item value, excluding delivery fees). 1.5 “**Services**” — the platform, delivery (RaaS), onboarding, and operational services in **Schedule D**. 1.6 “**Service Levels**” — the targets in the SLA (**Schedule B**). 1.7 “**Personal Data**,” “**Processing**,” “**Personal Information Controller (PIC)**,” “**Personal Information Processor (PIP)**” — as defined in the **PH Data Privacy Act (RA 10173)** and its IRR.

2. PURPOSE & SCOPE

2.1 bXTRA shall provide the Marketplace platform, NCR last-mile delivery, onboarding tooling, and operational support per **Schedule D**. 2.2 Philstar shall own the Nakakalocal brand and editorial/curation, recruit and vet Partner SMEs, and drive demand through its media. 2.3 The pilot scope, cohort, and territory (NCR) are set in **Schedule D / Schedule A**.

3. ROLES & RESPONSIBILITIES

3.1 bXTRA shall: (a) build, host, maintain and support the Marketplace and consoles; (b) provide and manage the NCR rider fleet and dispatch; (c) provide seller onboarding tooling and settlement reporting; (d) meet the Service Levels (Schedule B); (e) process Personal Data only as a PIP per the DPA (Schedule C). **3.2 Philstar shall:** (a) own and license the Nakakalocal/STAR marks for use on the Marketplace (Sec. 7); (b) recruit, vet and approve Partner SMEs and set seller eligibility; (c) set any seller commission/membership it charges; (d) provide media, curation and promotion; (e) act as **[Merchant of Record — to confirm]** and remit fees to bXTRA per Schedule A. **3.3 Joint:** the Parties shall agree the customer delivery fee, refund/returns policy, and escalation matrix in **Schedule D**.

4. TERM & RENEWAL

4.1 **Pilot Term:** [90] days from go-live (**Schedule A**). 4.2 **Initial Term (on conversion):** [12] months, auto-renewing for successive [12]-month terms unless either Party gives [60] days’ written notice.

5. COMMERCIALS & PAYMENT

5.1 Fees are set in **Schedule A (Commercials)** — comprising a one-time **Setup Fee**, a recurring **Platform Subscription**, and **Delivery / RaaS** charges. **bXTRA takes no percentage of GMV**. 5.2 **Invoicing:** monthly in arrears; payment within [15/30] days; late amounts accrue interest at [•]%/month. All fees exclusive of VAT unless stated; BIR-compliant invoices issued. 5.3 **Settlement to Sellers:** [weekly]; the Merchant-of-Record remits seller proceeds (item value less any Philstar-set commission) per **Schedule D**. 5.4 Fees may be revised at renewal on [60] days’ notice.

6. SERVICE LEVELS

bXTRA shall meet the Service Levels in **Schedule B (SLA)**. Service credits are bXTRA's and Philstar's **[sole/primary]** remedy for SLA misses, per Schedule B.

7. INTELLECTUAL PROPERTY & BRANDING

7.1 Philstar retains all rights in the **Nakakalocal / The Philippine STAR** marks and grants bXTRA a limited, non-exclusive, revocable licence to use them solely to operate the Marketplace during the Term. 7.2 bXTRA retains all rights in its platform, software, and **PASUYO/bXTRA** marks; Philstar may use a discreet "Powered by PASUYO by bXTRA" attribution. 7.3 Each Party retains pre-existing IP. No transfer of ownership is implied. 7.4 Partner SMEs retain rights in their own brands/content; each grants the Marketplace a licence to display their listings (via the Partner-SME Terms).

8. DATA PROTECTION & PRIVACY

8.1 The Parties shall comply with **RA 10173** and NPC issuances. 8.2 Roles, security measures, breach notification, sub-processors and data-subject rights are governed by the **Data Sharing & Processing Agreement (Schedule C / DPA)**. 8.3 **Customer first-party data** collected via the Marketplace is **[owned/controlled by Philstar — to confirm]**; bXTRA processes it only as a PIP to deliver the Services and shall not use it for unrelated purposes. 8.4 If the **Content Studio add-on (Schedule F)** is availed, bXTRA may additionally process a **read-only, aggregate insights snapshot** of the marketplace's own data **solely** to produce the agreed marketing — no PII in public content (aggregates + consented review quotes only), per Schedule F.

9. CONFIDENTIALITY

9.1 Each Party shall keep the other's Confidential Information secret, use it only for this Agreement, and protect it with reasonable care, for the Term plus **[3] years** (trade secrets/personal data: indefinitely). Standard exclusions (public, independently developed, required by law) apply.

10. PARTNER SMEs

10.1 Philstar approves Sellers; both Parties may rely on the **Partner-SME Terms** for onboarding, conduct, product safety, payouts, and removal. bXTRA may suspend a Seller for fraud, safety, or SLA-breaking conduct, with notice to Philstar.

11. REPRESENTATIONS & WARRANTIES

11.1 Each Party warrants it is duly organized, authorized, and that performance does not breach other obligations. 11.2 bXTRA warrants the Services will be performed in a professional and workmanlike manner. 11.3 Except as stated, the Services are provided "**as is**"; implied warranties are disclaimed to the extent allowed by law.

12. LIMITATION OF LIABILITY & INDEMNITY

12.1 Neither Party is liable for indirect, incidental, or consequential damages, or lost profits. 12.2 Each Party's aggregate liability is capped at **[the fees paid/payable in the preceding 12 months / P•]**, except for: breach of confidentiality, data-protection violations, IP infringement, and willful misconduct/gross negligence. 12.3 Each Party shall indemnify the other against third-party claims arising from its breach, its IP, or its negligence, per **[mutual indemnity terms]**.

13. INSURANCE

bXTRA shall maintain **[commercial general liability / rider coverage — to confirm]** appropriate to the delivery operations.

14. TERMINATION

14.1 Either Party may terminate for **material breach** uncured within **[30] days'** notice. 14.2 Either Party may terminate for insolvency or for unlawful conduct immediately. 14.3 **Effect:** bXTRA shall provide reasonable transition assistance and export of Philstar's data; each Party returns/deletes the other's Confidential Information; accrued fees remain payable. Sections on IP, confidentiality, data, liability, and dispute resolution survive.

15. FORCE MAJEURE

Neither Party is liable for delays caused by events beyond reasonable control (calamities, outages, government action). Affected obligations are suspended for the duration.

16. DISPUTE RESOLUTION & GOVERNING LAW

16.1 Governed by the laws of the **Republic of the Philippines**. 16.2 The Parties shall first attempt good-faith negotiation; unresolved disputes shall be settled by **[arbitration under the ADR Act (RA 9285) seated in [City] / the courts of [City]]**, **[language: English]**.

17. MISCELLANEOUS

Assignment **[only with consent]**; notices in writing to the addresses above; this Agreement plus its Schedules is the entire agreement; amendments in writing signed by both Parties; if any provision is invalid the rest survives; relationship is of independent contractors (no partnership/agency/employment in the legal sense); executed in counterparts (incl. electronic).

18. SCHEDULES

- **Schedule A — Commercials** (fees; from the commercials one-pager)
 - **Schedule B — Service Level Agreement (SLA)**
 - **Schedule C — Data Sharing & Processing Agreement (DPA)**
 - **Schedule D — Scope of Services, Operations & Onboarding**
 - **Schedule F — Marketing Services (Content Studio) add-on** (*optional — if availed*)
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IN WITNESS WHEREOF, the Parties execute this Agreement as of the date first written above.

[PHILSTAR DAILY, INC.]	BEEPXTRA PHILIPPINES, INC.
By: _____	By: _____
Name: [] Title: []	Name: [] Title: []
Date: _____	Date: _____

Signed with [appropriate witnesses / notarial acknowledgment per PH practice].