

# **TERMS AND CONDITIONS (T&C) BETWEEN URBAN (POWERED BY BLIP LLC) AND PROVIDER AGENCY (HR COMPANY FOR DRIVERS)**

**Effective Date:** [Insert Date]

**Last Updated:** [Insert Date]

## **1. INTRODUCTION**

These Terms and Conditions ("**Agreement**") govern the relationship between **Urban (Powered by BLIP LLC)** ("**Urban**", "**Platform**") and the **Provider Agency (HR Company for Drivers)** ("**Provider Agency**", "**Agency**", "**You**", "**Your**"), collectively referred to as the "**Parties**".

By signing up on Urban and providing **driver recruitment, training, and management services**, the Provider Agency agrees to the terms set forth herein.

## **2. DEFINITIONS**

- i. **Urban (The Platform):** A digital transport management system that facilitates **driver onboarding, vehicle operations, and fleet optimization**.
- ii. **Provider Agency:** A **licensed HR company** responsible for **recruiting, training, and managing professional drivers** for Urban.
- iii. **Drivers:** Individuals recruited, trained, and managed by the Provider Agency to operate vehicles registered on Urban.
- iv. **Driver Earnings:** The **wages or commissions** paid to drivers based on trips completed via Urban.
- v. **Revenue Share:** The percentage of earnings allocated between **Urban, the Provider Agency, and the Drivers**.

## **3. SCOPE OF AGREEMENT**

### **3.1 Provider Agency's Responsibilities**

The Provider Agency shall:

- i. Recruit qualified drivers to be onboarded on the Urban platform.
- ii. Conduct comprehensive driver training on:
  - 1. Urban's technology, safety, and customer service policies.
  - 2. Defensive driving techniques and compliance with traffic regulations.
- iii. Perform background checks, drug screening, and verification of driving licenses before onboarding drivers.
- iv. Ensure drivers comply with Urban's operational guidelines.
- v. Provide continuous driver monitoring and management to maintain service quality.

### 3.2 Urban's Responsibilities

Urban shall:

- i. Provide the digital platform for driver operations, bookings, and payments.
- ii. Facilitate driver onboarding via the Urban system.
- iii. Ensure automated earnings tracking, trip monitoring, and reporting for drivers and agencies.
- iv. Offer training materials, customer service standards, and platform support.

## 4. REVENUE MODEL & EARNINGS

### 4.1 Revenue Distribution

The Provider Agency shall earn from each driver's trip completed via Urban. Revenue shall be distributed as follows:

| <b>Stakeholder</b> | <b>Revenue Share (%)</b> |
|--------------------|--------------------------|
| Urban (Platform)   |                          |
| Provider Agency    |                          |
| Driver             |                          |

### 4.2 Payment Disbursement

- i. Payments will be automatically processed to the Provider Agency's Urban Wallet, which can be withdrawn to a designated bank account.
- ii. Disbursement Cycles: Weekly, Bi-weekly, or Monthly, as agreed during onboarding.

### **4.3 Transaction Fees**

- i. Urban may apply a small transaction fee for financial processing and system maintenance.

### **4.4 Performance-Based Incentives**

- i. Agencies maintaining a high driver rating and trip completion rate may receive bonus incentives based on performance.

## **5. DRIVER CODE OF CONDUCT & AGENCY RESPONSIBILITY**

### **5.1 Driver Compliance**

The Provider Agency shall ensure that drivers adhere to Urban's Driver Code of Conduct, including:

- i. Punctuality and Professionalism – Drivers must arrive on time and deliver excellent service.
- ii. Compliance with Traffic Laws – No reckless driving or violations of road safety regulations.
- iii. Zero Tolerance for Misconduct – No harassment, discrimination, or unruly behavior toward passengers.

### **5.2 Driver Violations & Penalties**

- i. First Offense: Written warning.
- ii. Second Offense: 5% penalty on earnings for one payment cycle.
- iii. Third Offense: Suspension or termination of the driver from Urban.

The Provider Agency shall bear responsibility for repeated driver misconduct and must take corrective actions accordingly.

## **6. TERM & TERMINATION**

### **6.1 Agreement Duration**

This Agreement shall remain in effect for an initial term of [1-3 years], renewable upon mutual agreement.

### **6.2 Termination Conditions**

- i. By Urban: If the Provider Agency fails to meet recruitment targets, violates service guidelines, or engages in fraudulent practices.
- ii. By Provider Agency: With a 30-day written notice, provided all financial obligations are settled.
- iii. Force Majeure: Either party may terminate the Agreement if uncontrollable external factors (e.g., government actions, natural disasters) prevent operations.

## **7. LIABILITY & INDEMNIFICATION**

### **7.1 Provider Agency's Responsibility**

The Provider Agency shall be responsible for:

- i. Ensuring proper driver training and certification.
- ii. Liability for any driver misconduct that affects passengers or damages Urban's reputation.
- iii. Handling employment-related disputes between drivers and the agency.

### **7.2 Urban's Limited Liability**

- i. Urban shall not be held liable for accidents, injuries, or disputes arising from driver negligence.
- ii. Urban shall not be responsible for employment status, tax obligations, or legal liabilities of drivers under the Provider Agency.

## **8. EXCLUSIVITY & NON-COMPETITION**

### **8.1 Exclusive Partnership**

- i. The Provider Agency agrees to exclusively recruit and manage drivers for Urban and not engage with competing platforms without prior approval.

### **8.2 Unauthorized Operations**

- i. Any attempt to recruit drivers for competing platforms while signed with Urban will result in immediate termination and forfeiture of unpaid earnings.

## **9. CONFIDENTIALITY & DATA PRIVACY**

## **9.1 Data Protection**

- i. Urban shall protect personal data in compliance with Nigeria Data Protection Regulation (NDPR) and global privacy standards.
- ii. The Provider Agency must not share driver data with third parties without Urban's consent.

## **9.2 Confidentiality Agreement**

- i. The Provider Agency shall not disclose business strategies, financial data, or operational details to competitors.

## **10. DISPUTE RESOLUTION**

- i. Disputes shall first be resolved through good faith negotiation.
- ii. If unresolved, disputes will proceed to arbitration in [Location].
- iii. The governing law for this Agreement shall be [Jurisdiction, e.g., Nigerian Law].

## **11. GENERAL PROVISIONS**

### **11.1 Independent Contractors**

- i. The Parties acknowledge that they are independent entities, and this Agreement does not establish an employer-employee relationship.

### **11.2 Amendments**

- i. Urban reserves the right to modify these Terms & Conditions, with a 30-day prior notice to the Provider Agency.

### **11.3 Notices**

- i. All official communications shall be sent via email, registered mail, or Urban's system notifications.

## **12. ACCEPTANCE OF TERMS**

By signing up on Urban's platform, the Provider Agency acknowledges and agrees to the Terms and Conditions outlined in this Agreement.

**SIGNATORIES**

**FOR URBAN (POWERED BY BLIP LLC):**

**Authorized Representative Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FOR PROVIDER AGENCY:**

**Authorized Representative Name:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_