

This Agreement (the "Agreement") is effective on and from \_\_\_\_\_ 2016

**BETWEEN:**

**M/S. GOZO TECHNOLOGIES PVT. LTD.** (the "Company"), a Company incorporated under the laws of the land, and registered under the laws of the land and having its Corporate Office at 19th Floor, Building 5, Tower C, DLF Epitome, Cyber City, DLF Phase – 2, Gurgaon – 122002, Haryana, hereinafter referred to as the "First Party" (which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators, legal representatives and assigns) of the one part, represented by **Mr.**

\_\_\_\_\_

**AND:**

**M/s.** \_\_\_\_\_ (the "Operator") having its Registered Office at \_\_\_\_\_, hereinafter referred to as the "Second Party" (which expression shall unless repugnant to be the context or meaning thereof include his heirs, executors, administrators, legal representatives and assigns) of the second part, represented by **Mr.**

\_\_\_\_\_.

**And** that the below definitions would prevail for the Terms used in the Agreement

### Definitions

**Gozocabs** or **Gozo** is a technology Company that makes available a platform for matchmaking "consumers" seeking travel services from and to various destinations across India with "Operators" who can provide such travel services;

**Consumer** – An individual or organization that interacts with services in the possession of and made available by Gozo including applications, websites, content, products, call centers, SMS or phone.

**Operator, Vendor, Provider, Partner or Third Party Provider** – An individual or organization that operates as an independent third-party and uses or interacts with the Gozo technology platform to receive marketing leads for consumers that can avail of the provider's service or product. An Operator or Provider Partner is an independent third-party who has a contractual relationship with Gozo.

**Services** or **Travel Services** – Gozo provides technology oriented matchmaking services through its platform. Consumers and Operators can interact with Gozo platform through the use of applications, websites, content, products like SMS or phones. Collectively these are referred to as Services.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

### 1. Operator's Relationship with the Company

1.1 that Gozo App and the Gozo Services creates a direct business relationship between the Company and the Operator.

1.2 that the Company retains the right to, at any time at it's sole discretion, deactivate or otherwise restrict the Operator from accessing or using the Gozo Partner App or the Gozo

Services in the event of a violation of this Agreement, his disparagement of the Company or any of its Affiliates, his act or omission that causes harm to the Company's or its Affiliates' brand, reputation or business as determined by the Company at its sole discretion, or for any other reason as considered reasonable under Company's sole discretion.

- 1.3 The Operator is required to have a Gozo Operator Account in order to use our Services as a Provider Partner. The Operator may create its own Gozo Operator Account, subject to approval from the Company or its Gozo Account may be created and assigned to it by a Company representative. If the Operator is using a Gozo Operator Account assigned to it by an administrator, different or additional terms may apply, and the Company shall be able to access or disable its account. To protect its Gozo Account, the Operator is required to keep the login credentials confidential.
- 1.4 The Operator is responsible for the activity that happens on or through its Gozo Operator Account and the actions or inactions of the Partners or Associates listed on its account. If the Operator learns of any unauthorised use of its password or Gozo Account, it should notify the Company immediately by email at [operator@gozocabs.in](mailto:operator@gozocabs.in) or by phone at our dedicated operator relations phone +91 9051581500.
- 1.5 The Company may suspend the Gozo Operator Account at any time if it is suspected to have been misused, found to be used for any unauthorized purpose or suspected to have been in violation of Gozo terms and conditions or any terms agreed upon in the Operator agreement.

## 2. Payment to the Company

- 2.1 Before empanelment the Operator shall be required to deposit an amount of Rs.3,500/- (Rupees three thousand five hundred only), which may be adjusted against service charge which shall be payable to Gozo for trips subsequently assigned to the Vendors.
- 2.2 The Company shall extend customer lead or outsource any travel related business to the Operator and in return the Operator shall pay an agreed upon service charge of all such transactions or such percentage as may be decided mutually between the parties. Applicable taxes (like Service Tax) shall be applied on all trip bookings as required by the prevailing laws.
- 2.3 The Company shall raise an Invoice at regular intervals for the applicable service charge on all the transactions (as above) with the Operator and the Operator shall be required to deposit such amount in the Company's account within 7(seven) days from the date of issue of such Invoice.
- 2.4 All accounts and billing related communications with the Company should be sent to [accounts@gozocabs.in](mailto:accounts@gozocabs.in)

## 3. Operator's Relationship with Consumers of the Company

- 3.1 that the Operator's provision of Travel Services to Consumers, creates a service relationship between the Operator and the Consumer.
- 3.2 that the Company is not responsible or liable for the actions or inactions of a Consumer in relation to the activities of the Operator or his Vehicle.
- 3.3 that the Operator shall have the sole responsibility for any obligations or liabilities to Consumers or third parties that arise from provision of Travel Services from its Gozo Operator Account with the Company.

- 3.4 that the Operator acknowledges that he is solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate car documents, driver license, tax receipts, emission certificate, insurance papers etc.) regarding compliance of all applicable laws.
- 3.5 that the Operator acknowledges that he is solely responsible for taking such precautions as may be reasonable and proper regarding cleanliness and fitness of the cars used for the appropriate performance of Travel Services
- 3.6 that the Operator acknowledges that he is solely responsible for any acts or omissions of his Driver, the Consumer or a third party.
- 3.7 that the Operator and it's Driver shall duly comply with the payment instructions and/or of any other special instructions (including requests for multiple pickups, carrier requirement, placard requirement or any such instruction) issued by the Company or it's representatives regarding the Travel Service being performed by the Operator.
- 3.8 that the Operator acknowledges that the Company may release contact, vehicle, insurance information and/or any other information pertaining to the Operator to the law enforcement authorities upon such reasonable request.
- 3.9 that the Operator acknowledges that, unless specifically given consent to by the Consumer, he may not transport or allow inside his Vehicle, individuals other than the Consumer and those authorized by such Consumer, during the performance of Travel Services for such Consumer.
- 3.10 You acknowledge and agree that all Consumers should be transported directly to their specified destination, as directed by the applicable Consumer, without unauthorized interruptions or stops.

#### 4. Operator's Requirements and Conduct

- 4.1 That the Operator shall advise and train it's drivers to comply with basic etiquettes and behaviour as may be expected of them for quality and impressive performance of Travel Services being performed by the Operator. This includes among others:
  - 4.1.1 neat and clean appearance and uniform of the Driver;
  - 4.1.2 courtesy greetings to the Customer by the Driver;
  - 4.1.3 polite and friendly conduct of the Driver with the Customer;
  - 4.1.4 opening of doors by the Driver while the Customer enters into or alights from the car;
  - 4.1.5 regularly having the car cleaned and serviced;
  - 4.1.6 regularly checking the controls, lights, oil and fuel status of the car;
  - 4.1.7 maintaining first aid kit in the car;
  - 4.1.8 Driver not smoking inside the car;
  - 4.1.9 Driver not consuming any alcohol or other intoxicants within 4 hours of being at steering wheel
  - 4.1.10 Driver not using the phone while driving;
  - 4.1.11 Driver operating AC, music player, perfume dispenser etc. only with the consent of the Customer;
  - 4.1.12 Driver driving responsibly & avoiding over-speeding or rough driving;
  - 4.1.13 Driver driving the car with full attention and responsibility;

- 4.1.14 helping the Customer along the route to the best of his abilities;
- 4.1.15 avoid argument with the Customer;
- 4.1.16 escalating any issues or problems to his immediate superior or the Company Customer Care Department;
- 4.1.17 duly collecting the payment from the Customer as advised and depositing the same with the Operator or person assigned by the Operator.
- 4.2 that only Operators themselves or only their registered Drivers are authorized to deliver Travel Services on behalf of it's Gozo Operator Account with the Company.
- 4.3 The Operator shall ensure that all it's Drivers registered in Gozo Travel Services are law abiding citizens of the country, have a valid Driving License, Photo Identity Proof & Address Proof. The Company reserves the right to seek a copy of such documents as and when necessary. The Operator must also ensure that the background and past history of the Drivers employed in Gozo Travel Services have been adequately checked and with no record of criminal behaviour.
- 4.4 It is the Operators responsibility to ensure that Drivers are not overworked and have had proper rest each day.
  - 4.4.1 A driver is required to have MANDATORY minimum 2 hours off-duty rest time for every 6 hours of driving time.
  - 4.4.2 A driver may drive a maximum of 15 hours in any 24-hour period.
  - 4.4.3 A driver MUST HAVE 8 consecutive hours of off duty time after having total non-continuous driving time of 15 hours
- 4.5 The Operator shall ensure that all the Vehicles used in Gozo Travel Services are having required Commercial Taxi License, State Permits and all such relevant documents as required by law. It is the Operators sole responsibility to ensure such compliance and present the relevant documents to Gozo cabs. Any failure to comply or any violation of such requirements would be deemed as grounds for immediate termination of the relationship. In addition, the Operator shall be held responsible and liable for any damages or consequences resulting from non-compliance to these requirements.
- 4.6 The Operator shall maintain clear and up-to-date purchase/lease/financial documents with respect to the Vehicles used in Gozo Travel Services.
- 4.7 that the Operator shall not authorize third parties to use his Gozo Operator Account with the Company and neither shall he assign or otherwise transfer his Gozo Operator Account to any other person or entity.
- 4.8 that the Operator shall not in its performance of Travel Services cause nuisance, annoyance, inconvenience, personal or property damage, whether to the Consumer or to any other party and shall keep the Company indemnified of all consequences, monetary or otherwise, of all such acts of omission, if any.
- 4.9 that the Operator agrees to comply with all applicable laws when using the Gozo Services, and that it shall only use the Services for lawful purposes.

## 5. Operators obligations to the company

- 5.1 **Agreement to maintain compliance:** Operator must ensure that the following information is maintained on file with Gozo before a car or driver can be approved to be assigned to serve a trip for Gozo

### 5.1.1 Information about cars -

5.1.1.1 Model and number plate of the vehicle

5.1.1.2 Photo copy of valid insurance for the vehicle with clear insurance end-date information

5.1.1.3 Picture of front and rear license plate of the vehicle

5.1.1.4 Photocopy of Pollution under control certificate with readable end date

5.1.1.5 Photocopy of Registration certification for the vehicle with readable end date

5.1.1.6 Photocopy of applicable commercial permits for the vehicle with readable end dates

### 5.1.2 Information about drivers -

5.1.2.1 Photocopy of Driver's License

5.1.2.2 At least 2 proofs of address for driver

5.1.2.3 Drivers police verification certificate

**5.2 Use of pre-approved vehicles and drivers only:** The Operator shall only deploy vehicles and drivers that are owned and/or in regular service of the Operator and for which all relevant documents for driver and car have been duly submitted and approved on file with the Company. No third-party delegation is permissible without prior approval of Vehicle and Driver from the Company.

**5.3 Commercial licensed vehicles:** The Operator hereby agrees that he shall use ONLY commercially licensed vehicles for serving trips assigned by the Company. Any use of private vehicles is illegal and shall be deemed as breach of the terms and sufficient grounds for termination of the relationship.

**5.4 Well maintained vehicles:** The Operator agrees to adhere to quality standards with respect to vehicles pressed in to Service requests from the Company. He agrees to only use vehicles which are no more than 3 years old and have not been driven for more than 100,000 kms. till date. He also agrees to ensure that every vehicle used for Gozo Service Requests shall have a well-maintained AC and in a clean and pleasant smelling condition when sent on Gozo trips.

**5.5 Timely updates of trip cancellations by the Customer:** Operator must notify the Company of any cancellations of trips by the customer within after 3 days of the scheduled trip, else it shall be presumed that the trip was duly completed and the Operator shall be held liable to pay due service charges to the Company for the given trip.

**5.6 Agreement to serve:** Once a lead is accepted by an Operator, the Operator undertakes responsibility of assigning a vehicle and driver to the trip irrespective of the payment status of the trip, whether paid fully/partly in advance or to be paid to the driver.

**5.7 No cancellation after acceptance:** Cancellation of a trip accepted by the Operator within 24 (twenty-four) hours of the pickup time of the trip is unacceptable and would lead to negative ratings for the Operator. In the event, an Operator cancels an assigned trip less than 4 (four) hours before the actual pickup time of the trip, the operator shall also be liable for a Rs.500 penalty. This amount shall be applied to the Operators account statement for the given period.

- 5.8 **No change of assigned Vehicle and Driver:** Any change in assigned vehicle or driver must be notified to the Company. If the vehicle or driver showing up to serve the customer does not match the information provided to the Company, this may result in a penalty to your account of Rs.1,000 (Rupees one thousand only) and may be considered grounds for termination of relationship.
- 5.9 **Additional charges:** If any additional charges are to be levied to the customer which are incidental to the trip, and not covered in the Booking Amount payable by the Customer, the Operator and / or the driver must notify and confirm from the Company, of the charges first and only with due permission request the customer for these additional charges. The Company may be notified via the app (partner or driver app) or via the helpdesk phone line. Once the additional charges are approved by the Company, the amount may be requested by the customer.
- 5.10 **Commitment for quality service:** Gozo receives service quality reviews for each trip from its clients. All quality reviews received will be shared with the operator. The Operator is required to take corrective action and update Gozo about the action being taken to address any poor quality complaints.
- 5.11 **Non solicitation:** The Operator agrees that the operators or their contractors or employees or drivers or any other person affiliated with the operator shall NOT attempt to solicit the client or attempt to sell or upsell any services to the client without explicit written permission from Gozo. Any additional services or products can be offered to the client by Gozo only.
- 5.12 **Abide by the law:** That the Operator agrees to comply with all applicable laws when working with Gozo Services, and that it shall only use the Services for lawful purposes.

## 6. Company's obligations to the Operator

- 6.1 The company will provide the Operator and driver an opportunity to give feedback on the customer at the end of every trip
- 6.2 The company shall use a fair distribution practice based on metrics derived on service quality, fleet size and commission compensation structures to assign trips to the Operators
- 6.3 The company shall provide Operators with a partner app using which the Operators are expected to update Gozo about vehicle availability in a particular city, update paperwork about cars and drivers (insurance renewals, driver license or other documentation update) and also to assign cars and drivers for trips

Company will share customer reviews about the trip related to cars or drivers with the operators directly. This will serve as a way for Operators to offer encouragement to their drivers or to use the reviews to put corrective actions in place where improvement is needed.

## 7. Modification of Services

- 7.1 The Company, in its bid to constantly improve the Services may add or remove functionalities or features and may suspend or stop some part of or an entire service altogether as required by changes in law or to upgrade or improve our services. The Operator may have to accommodate the changes from time to time.

- 7.2 The Company may add or create new limits to its Services at any time. The Operator may have to accommodate the changes from time to time.
- 7.3 If there is any inconsistency between these terms and the additional or modified terms, the additional or modified terms will prevail to the extent of the inconsistency.
- 7.4 These terms govern the relationship between the Company and the Operator. They do not create any third party beneficiary rights.
- 7.5 If the Operator does not comply with the terms or as they may be modified with time and the Company does not take action immediately, this doesn't mean that the Company gives up any rights that it may have (such as taking suitable action in the future).
- 7.6 If a particular term is not enforceable, this will not affect the applicability of any other terms.
- 7.7 Notices served pursuant to any term of this Agreement must be served in writing and shall be served only if it is handed from one Party to another in person or if delivered to the address for service of the Party in question. Notices may only be served and delivered in English.

## 8. Termination of Services

- 8.1 This Agreement may be terminated by either party upon breach of any of the clauses contained herein.
- 8.2 In general, this Agreement may be terminated by either party upon giving 30 (thirty) days' notice in writing to the other Party and upon satisfactory settlement of all pending issues and accounts, if any.

## 9. Confidentiality

- 9.1 Operator acknowledges that Company may, in reliance of this Agreement, provide Operator access to trade secrets, customers and other confidential data and goodwill. Operator agrees to retain the said information as confidential and not to use the said information on his own behalf or disclose the same to any third party.

## 10. Privacy & Copyright Protection

- 10.1 The Company's Privacy Policies as expressly put on the website and updated from time to time, explain how the Operator's personal data and privacy are protected when the Operator uses our Services. Also, by using the Services, the Operator agrees that the company may use such data in accordance with its Privacy Policies.
- 10.2 Content displayed on Gozocabs website is copyrighted by the Company. It respects all copyrights and trademarks owned by third-parties. Any third-party content or logos displayed on this website are owned by the respective third-party. The Operator too, is expected to respect all such copyrights. It may not copy or reproduce any content offered by Gozocabs Services without express consent of the Company.

## 11. Jurisdiction

- 11.1 It is agreed that this Agreement is made under the exclusive jurisdiction of the laws of India. Disputes under Agreement are subject to the exclusive jurisdiction of the courts of India.



- 11.2 All claims arising out of or relating to these terms or the Services will be referred to an arbitrator appointed by the Company, failing him to any other arbitrator chosen by the Company and the Operator in writing. The decision of such an arbitrator shall be binding on both parties.

## 12. Type of Operator relationship

- 12.1 Gozo Technologies partners with Operators under 2 types of relationships

12.1.1 **Dedicated Operator(s):** A dedicated operator works exclusively with Gozo.

Under this relationship, the operator provides access to their vehicles GPS system to Gozo such that Gozo is able to track the location of the vehicles.

The operators attached under a dedicated agreement work exclusively with Gozo and Gozo in turn ensures to focus on generating leads and demand for their vehicles on an ongoing basis to keep these vehicles busy.

A supplemental agreement is REQUIRED for an Operator to join Gozo as a Dedicated Operator

CHECK  
HERE

[ ] Dedicated Operator agreement signed.

**Gozo commission fee structure:**

[ ] Operator to compensate Gozo @15% on the GMV (Gross Merchandise Value or Total Transaction Value)

[ ] Operator to provide their per km and per route rates. Gozo will compensate operator at those agreed upon rates. Rates are to be filled in the Operator registration form attached herewith. Any changes in rates MUST be updated on the Gozo technologies portal directly and will only be put into effect upon receipt of a confirmation by Gozo. Agreed upon rates can be changed once per month at most.

[ ] Supplemental fee structure attached with this agreement

- 12.1.2 Floating Operator(s): A floating Operator may work with Gozo directly or with other Gozo competitors. A floating vendor receives a lead from Gozo and is responsible for servicing the business. However Gozo has no obligation to provide leads to the floating operator.

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**Gozo commission fee structure:**

[ ] Operator to compensate Gozo @15% on the GMV (Gross Merchandise Value or Total Transaction Value)

[ ] Operator to provide their per km and per route rates. Gozo will compensate operator at those agreed upon rates. Rates are to be filled in the Operator registration form attached herewith. Any changes in rates MUST be updated on the Gozo technologies portal directly and will only be put into effect upon receipt of a confirmation by Gozo technologies. Agreed upon rates can be changed once per month at most.

[ ] Supplemental fee structure attached with this agreement

- 12.2 Select type of relationship:

[ ] Dedicated Operator



[ ] Floating Operator

INITIAL HERE \_\_\_\_\_

NAME: \_\_\_\_\_

FOR : \_\_\_\_\_

IN WITNESS WHEREOF, each of the Parties has executed this shares transfer Agreement on the date indicated above.

**M/S. GOZO TECHNOLOGIES PVT. LTD.**  
**(COMPANY)**

**Signature:**

\_\_\_\_\_

**Mr.** \_\_\_\_\_  
For Gozo Technologies Pvt Ltd

**Date:**

**M/S.** \_\_\_\_\_  
**(OPERATOR)**

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

**Mr.** \_\_\_\_\_  
For \_\_\_\_\_

**Date:**