

Proposal for Staff Augmentation in Ilorin, Nigeria For Uber Technologies Inc

19, Lafiagi Street, GRA, Ilorin, Kwara, Nigeria - 240101

NextBewe Nigeria Ltd

19, Lafiagi Street, GRA, Ilorin, Kwara, Nigeria - 240101

May 2023

Deliverables of NextBewe:

- Employee Recruitment, Assessment and Selection
- Compliance and Statutory Obligations
- Facilitate Learning and Development
- Payroll and Employee Benefits
- Administration of employee lifecycle (contract, development, onboarding, exit interviews)
- Performance Management
- Employee transportation (where applicable)
- Applicable Facilities and Infrastructure management (office, power, internet, etc)
- All hardware and software costs as applicable with the projects

Pricing Sheet

Pricing for Data Annotation/Entry Associates & Mobile App Testers @160 hours a month (8 hours per day+ 1hr break)

French Language:

Phase	Number of Resources	Hourly Cost per resource
Pilot	5	\$3.95/hour
Phase1	20+ resources	\$3.5/hour
Phase2 (Scale)	50+	\$3.2/hour

Arabic Language:

Phase	Number of Resources	Hourly Cost per resource
Pilot	5	\$3.75/hour
Phase1	20+ resources	\$3.25/hour
Phase2 (Scale)	50+	\$2.95/hour

English Language:

Phase	Number of Resources	Hourly Cost per resource
Pilot	10	\$2.45/hour
Scale	20+ resources	\$1.9/hour

Chinese Language:

Phase	Number of Resources	Hourly Cost per resource
Pilot	1-5 resources	\$3.95/hour
Scale	5+ resources	\$3.45/hour

Note: We currently have only 1 chinese resource identified who can join us, we are in touch with other resources but will need to look at alternate strategies to bring them onboard.

Spanish and Other languages: Nigeria has a small population of people trained in other languages, however we need to still work on a compelling proposition for them, this is a continuous process and we will update you as we ramp up.

Mobile App testing, Android:

Phase	Number of Resources	Hourly Cost per resource
Pilot	10	\$2.65/hour
Scale	20+ resources	\$2.1/hour

Mobile App testing, IOS:

Phase	Number of Resources	Hourly Cost per resource
Pilot	10	\$2.95/hour
Scale	20+ resources	\$2.45/hour

Note: Pricing for Team Leads and Managers will be identified during the course of the pilot, based on requirements and scope of work of the projects.

Payment Terms

1. Per Resource cost to be paid per month
2. Invoice to be generated at the month end and to be paid in net 15 days.
3. Regular shift 8 hours per day, 5 days a week.
4. Holiday calendar will be based on the client Uber Technologies requirements. Any exceptions will require prior approval from Uber Technologies.
5. In case of any performance issues related to the resource, Nextbewe will provide a suitable replacement at the earliest possible, any days lapsed in between (from the day the first resource stops working to the day when another resource starts working), will not be billed on a pro-rata basis.

Service Agreement Draft (for review)

This Master Services Agreement (this "Agreement") is entered into and effective as of <ENTER DATE> (the "Effective Date") by and between

NextBewe Nigeria Ltd with its registered office at 19, Lafiagi Street, GRA, Ilorin, Kwara, Nigeria 240101, represented by Parikshith Reddy , CEO, hereinafter referred as "Nextbewe" and shall include its successors, administrators and assigns.

AND

Uber Technologies Inc, having its principal place of business in the state of _____, United States of America, represented by _____, hereinafter referred as "Uber Technologies Inc" and shall include its successors, administrators and assigns.

Nextbewe and **Uber Technologies Inc** may also be referred to herein individually as "Party" and collectively as the "Parties."

1. SERVICES

Nextbewe agrees to render for **Uber Technologies Inc** agreement upon services and to deliver the deliverables in accordance with this agreement.

2. COMPENSATION

In consideration for the Services and Deliverables provided to **Uber Technologies Inc** pursuant to this Agreement, Nextbewe will receive from Uber Technologies Inc compensation payable according to mutually agreed upon statements of work, purchase orders etc.

3. OWNERSHIP

3.1 Intellectual Property Defined. For purposes of this Agreement, the term “**Intellectual Property**” means inventions, know-how, patents, patent rights, and registrations and applications, renewals and extensions therefor, copyrights, copyrightable works / authorship (including, but not limited to, computer code, themes, objects, concepts, artwork, animation, sounds, audio-visual effects, methods of operation and any related documentation), copyright registrations and applications, renewals and extensions therefor, trademarks, service marks, trade names, trademark registrations and applications, renewals and extensions therefor, rights in trade dress, rights of paternity, attribution, integrity and other similarly afforded “moral” rights, trade secrets and other intellectual property and proprietary rights recognized by Indian law and applicable foreign and international laws, treaties and conventions.

3.2 Exclusivity: Nextbewe agrees to provide services to Uber Technologies Inc on an exclusive basis in the areas of HealthCare and Pharmacist on Demand services.

3.3 Ownership. Subject to Section 3.4 below, all of Uber Technologies Inc pre-existing properties, including, without limitation, logos, trademarks, designs and content, that are provided to Nextbewe and incorporated or embodied within the deliverables as defined in Appendix-A, and any derivatives, modifications, enhancements, improvements and upgrades thereof and all Intellectual Property embodied therein, shall be and remain the sole and exclusive property of **Uber Technologies Inc** (“**Uber Technologies Inc Property**”).

3.4 Nextbewe Property. Notwithstanding any provision of this Agreement to the contrary, Nextbewe shall retain and own all right, title and interest in and to all pre-existing software code (source and executable), utilities, editing/compiling tools, data formats or compression methods, algorithms and interface routine and general computer software design practices and proprietary development tools, including all derivatives, modifications, enhancements, improvements and upgrades thereof, and all Intellectual Property embodied therein hereunder (the “**Nextbewe Property**”).

4. TERM & TERMINATION

4.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue until such time that the parties want to terminate working with each other. Any party can terminate this contract by giving written notice of 3 months without specifying any reason.

4.2 Survivability. The following sections shall survive the expiration or termination of this Agreement: 2, 3, 5, 6, 7 and 8 until one year from the date of termination of the contract.

5. CONFIDENTIALITY & NON-DISCLOSURE

5.1 Proprietary Information Defined. During the course of this Agreement, Nextbewe and Uber Technologies Inc may become aware of information relating to each other's products, software, research and development, inventions, processes, techniques, designs or other technical and business information, as well as proprietary information developed by both parties in the course of performing this Agreement. All such information and all physical forms thereof identified as confidential at the time of its disclosure, or which by its nature would reasonably be perceived as such, shall be considered proprietary and confidential to the disclosing Party ("**Proprietary Information**").

5.2 Non-Disclosure. Each Party agrees that, except as authorized in writing by the other Party, it will: (a) preserve and protect the confidentiality of all Proprietary Information; (b) not disclose or otherwise disseminate to anyone other than each other's employees, consultants and advisors, and only as necessary to carry out the terms of this Agreement, the existence, source, content or substance of the Proprietary Information; (c) not use Proprietary Information in any way other than in furtherance of this Agreement; and (d) not disclose, use or copy any information or materials received in confidence by each Party during the course of this Agreement from a third party or about a third party.

5.3 Exceptions. Neither Party shall have any liability to the other for disclosure of any Proprietary Information which either Party can establish to have: (a) become publicly known without breach of this Agreement; (b) been previously publicly released for disclosure by either Party; (c) been given to either Party by someone other than Uber Technologies Inc or Nextbewe without a duty to maintain confidentiality; or (d) been independently developed.

5.4 Publicity. Neither Party may publicize this relationship through press releases, articles in industry or general interest publications (distributed electronically or in hard copy), and on its website(s) without explicit written permission for each instance of such publication.

6. REPRESENTATIONS AND WARRANTIES

6.1 By Nextbewe: Nextbewe represents and warrants to Uber Technologies Inc that the Deliverables developed by Nextbewe in the course of providing the Services under this Agreement, except materials provided by or on behalf of **Uber Technologies Inc**: (i) will be free and clear of any liens, claims or encumbrances, and (ii) will not knowingly infringe upon or misappropriate the copyright, trademark, trade secret, patent, publicity or privacy rights of any third party. Nextbewe agrees to indemnify, defend and hold **Uber Technologies Inc** harmless from and against any and all damages, losses, claims, liabilities, and expenses arising out of any breach of the foregoing representations and warranties.

6.2 By Uber Technologies Inc: Uber Technologies Inc represents and warrants to Nextbewe that materials provided by or on behalf of Uber Technologies Inc which are included in the Deliverables will not knowingly infringe upon or misappropriate the copyright, trademark, trade secret, patent, publicity or privacy rights of any third party. Uber Technologies Inc agrees to indemnify, defend and hold Nextbewe harmless from and against any and all damages, losses, claims, liabilities and expenses arising out of any breach of the foregoing representation and warranty.

7. GENERAL

7.1 Governing Law. This Agreement shall be deemed entered into in _____ and the courts of _____ will have exclusive jurisdiction.

7.2 Miscellaneous. No amendment or modification of this Agreement will be made except by an instrument in writing signed by both parties.

8. NO HIRE

Unless the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf, any of the other party's Personnel or the Personnel of its affiliates during their participation in the Services and one (1) year after the termination of the contract. For purposes of this Section, "Personnel" includes any individual or company a party employs or has employed as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the Services. If a party breaches this Section, the breaching party shall pay compensation to the non-breaching party in the form of liquidated damages equal to the one (1) year's compensation offered to the Personnel by the breaching party.