



SOFTWARE LICENSE AND ONLINE SERVICES AGREEMENT

This Agreement constitutes a legal agreement between ----- ("Driver Agency" or "You") and JV Ventures ("DriversKart" or "Vendor") , signed by both the parties on -----day of -----month....20--- at Chennai

DriversKart is the developer of a mobile application and associated software (the "Software" as defined below) and the DriversKart Services (as defined below). The mobile application and Software enables a person who has downloaded a copy of the DriversKart App (as defined below) and signed up as a user to request a Driver from Driver Agency companies who have executed this Agreement and have downloaded and are using the Driver App (as defined below).

DriversKart does not provide Driver Agency services is not a Driver carrier and does not employ drivers.

You are an independent company in the business of providing Drivers and driver services, which business you are authorized to conduct in the state(s) and jurisdiction(s) in which you operate. As used herein, "You" and "Driver Agency" shall include your employees, subcontractors, agents and representatives, all of which shall be bound by the terms of this Agreement. You desire to enter into this Agreement for the purpose of accessing and using the DriversKart Services and Software to increase your Driver Agency business.

In order to use the DriversKart Services and the associated Software, You must agree to the terms and conditions that are set out below. Upon Your execution of this Agreement, You and DriversKart shall be bound by the terms and conditions set forth herein.

1. DEFINITIONS

- In addition to the terms defined elsewhere in this Agreement, the following definitions apply:
- 1.1 **"Affiliated Company"** means a company that directly or indirectly is under control of or controls that relevant party, by having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights.
 - 1.2 **"App"** means the software application developed, owned, controlled, managed, maintained, hosted, licensed and/or designed by DriversKart (or its Affiliated Companies) to run on smartphones, tablet computers and/or other devices, through which the DriversKart Service is made available.
 - 1.3 **"Change Notice"** has the meaning as set out in Section 5.4 (Invoice Terms).
 - 1.4 **"City"** means the state, city, municipality, place, region or territory in which the Driver Agency Company shall make the Driver Service available.
 - 1.5 **"Data"** means all data with regard to or transmitted using the Device, the App, Driver App, DriversKart Service or the Driver ID, or data relating to the User and/or the Ride.
 - 1.6 **"Device"** means the relevant smartphone or such other device if and as made available by DriversKart (in its sole discretion) to the Driver in order for the Driver to use and have (limited) access to the DriversKart Service and to enable the Driver in providing the Driving Service to the Users.
 - 1.7 **"Driver"** means the person who is a member, employee, contractor or business affiliate of, or otherwise retained by the Driver Agency and who shall render the Driving Service of whom the relevant contact details (including copy of the driver's license and current address proof) are provided to DriversKart.
 - 1.8 **"Driver Addendum"** means the applicable terms and conditions that Driver Agency Company is required to enter into with all Drivers prior to allowing access to the Software and DriversKart Services. The Driver Addendum is available at www.DriversKart.com, and is specific to certain DriversKart products and Driver's location. DriversKart may update the Driver Addendum from time to time at its sole discretion. By consenting to this agreement, you are consenting to the Driver Addendum.



- 1.9 **"Driver App"** means the software application developed, owned, controlled, managed, maintained, hosted, licensed and/or designed by DriversKart (or its Affiliated Companies) to run on the Device.
- 1.10 **"Driver ID"** means the identification and password key allotted by DriversKart to a Driver by which the Driver can access and use the Driver App and Device.
- 1.11 **"Driving Service"** means the Driver Agency service as provided, made available or rendered by the Driver Agency (through the Driver (as applicable)) upon request of the User through the App.
- 1.12 **"Fare"** means the amount (including applicable taxes and fees) that the Driver Agency Company is entitled to charge the User for the Ride, based on the recommended fares for the City as set out on <http://www.DriversKart.com> or on the App.
- 1.13 **"Fee"** means the commission paid by the Driver Agency Company to DriversKart for the Service.
- 1.14 **"Intellectual Property Right"** means any patent, copyright, invention, database right, design right, registered design, trademark, trade name, brand, logo, slogan, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name (under whatever extension, e.g. .com, .nl, .fr, .eu, etc.) or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction anywhere in the world.
- 1.15 **"Ride"** means the Driver Agency of the User by the Driver from the point of pick-up of the User until the point of drop-off of the User.
- 1.16 **"Software"** means DriversKart's mobile application and associated software, including but not limited to the App and Driver App.
- 1.17 **"Toll Charges"** means any and all road, bridge, ferry, tunnel and airport toll charges, including inner-city congestion, environmental or similar charges.
- 1.18 **"DriversKart Service"** means the on-demand, lead-generation service through the App, SMS (text messaging), web based requests or such other platforms, communication media or channels as are from time to time operated and made available by or on behalf of DriversKart that allow a User to request Driving Service from a Driver (who shall render the Driving Service on behalf of the Driver Agency Company) as available to and accepted by the User. "DriversKart Service" also includes DriversKart's arrangement for a third party payment processor or mobile payment platform to process the Fare for a Ride requested via the App and distribution of the Fare (minus the Fee) to the Driver Agency.
- 1.19 **"User"** means a person who has signed up and is registered with DriversKart for the use of the App and/or the DriversKart Service.
- 1.20 **"User Information"** Information provided by DriversKart to the Driver via the Driver App indicating the User's name, the User's pick-up location and photo of the User, if the User has elected to include a photo in the User's profile with DriversKart.
- 1.21 **"Website"** means the DriversKart website www.DriversKart.com.



2. LICENSE GRANT

2.1 Use of and access to the Driver App

DriversKart hereby grants Driver Agency a non-exclusive, non-transferable, right to use the Software and DriversKart Service, subject to the terms and conditions of this Agreement for the sole purpose of providing and rendering the Driving Service in and/or from within the City to and for the benefit of the Users. All rights not expressly granted to you are reserved by DriversKart and its licensors.

2.2 Restrictions.

Driver Agency shall not and will ensure that Driver does not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the DriversKart Service, the Software, or the Device in any way; (ii) modify or make derivative works based upon the DriversKart Service or the Software; (iii) create Internet "links" to the DriversKart Service or Software or "frame" or "mirror" any Software on any other server or wireless or Internet-based device; (iv) reverse engineer, decompile, modify, or disassemble, except as allowed under the applicable law; (v) access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the DriversKart Service or Software, or (c) copy any ideas, features, functions or graphics of the DriversKart Service or Software; or (vi) launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the DriversKart Service or Software.

Driver Agency may not use the Software and DriversKart Service to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Software or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Software or Service or its related systems or networks.

2.3 Unavailability. The Driver Agency acknowledges and agrees that the Software or the DriversKart Service may, from time to time, be unavailable (e.g. due to scheduled maintenance or system upgrades) and that DriversKart cannot, and does not, guarantee an specific or minimum availability of the Software or the DriversKart Service.

2.4 Ownership. DriversKart (and its Affiliated Companies and licensors, where applicable) shall own and have all rights (including Intellectual Property Rights) in and to the Device, the Software, the DriversKart Service, the Driver ID and the Data. Insofar the Driver Agency and/or Driver may, by operation of applicable law or otherwise, obtain any rights (including Intellectual Property Rights) in relation thereto, these rights shall be and are hereby transferred (insofar permitted under the applicable law, in advance) to DriversKart (rights obtained by any Driver should be transferred via the Driver Agency. Where a transfer may not be permissible under the applicable mandatory law, the Driver Agency hereby undertakes to grant and to procure from the Driver a grant to DriversKart of a perpetual, exclusive (exclusive also with regard to Driver Agency and/or Driver), world-wide and transferable right and license under any such non-transferable rights.

3. OBLIGATIONS OF THE DRIVER AGENCY



- 3.1 Driver Agency shall have the sole responsibility for any and all obligations or liabilities to Drivers, Users or third parties that arise from its provision of the Driving Service.
- 3.2 By using the DriversKart Services to receive and accept requests for Driver and by providing the Driving Service to the User, the Driver Agency accepts, agrees and acknowledges that a direct legal relationship is created and assumed solely between the Driver Agency and the User. DriversKart shall not be responsible or liable for the actions, omissions and behavior of the User in or in relation to the activities of the Driver Agency the Driver and the Vehicle.
- 3.3 Driver Agency acknowledges and agrees that it and the Driver are solely responsible for taking such precautions as may be reasonable and proper (including taking out adequate insurance in conformity with standard market practice and in conformance with any applicable regulations or other licensing requirements) regarding any acts or omissions of the User.
- 3.4 The Driver Agency represents and undertakes to procure that the Driver shall comply with, adhere to and observe the terms and conditions set forth in this Agreement, the Driver Addendum, and all applicable laws, regulations, rules, statutes or ordinances governing or otherwise relating to the Driving Service. To the extent required, the Driver Agency Company hereby agrees and ensures that the rights, covenants, undertakings, representations and obligations of the Driver as set out in this Agreement shall apply to, and be assumed, accepted and taken over by the Driver. The Driver Agency shall provide copies of all executed Driver Addendums to DriversKart upon DriversKart's request.
- 3.5 The Driver Agency acknowledges and agrees that it exercises sole control over the Driver and will comply with all applicable laws and regulations (including tax, insurance and employment laws) governing or otherwise applicable to its relationship with the Driver. DriversKart does not and does not intend to exercise any control over the Driver's (or the Driver Agency's) actions (except as provided under the Agreement).
- 3.6 Driver Agency undertakes that it will, and that it will ensure that its Driver(s) will, safeguard, protect and keep the Driver ID at all times confidential and safely stored and shall not disclose it to any person other than those who need to have access to the Driver ID in order to render and/or provide the Driving Service.
- 3.7 Driver Agency undertakes that it will, and that it will ensure that its Driver(s) will, safeguard, protect and keep the User Information received from DriversKart and the details of any Ride, at all times confidential and shall not disclose it to any person or store the information in any manner, except as required by law.
- 3.8 Driver Agency will immediately notify DriversKart of any actual or suspected security breach or improper use of the Device, the Driver App, the Driver ID, the Data or of the User Information.



4. USE OF DRIVERSKART SERVICE AND SOFTWARE BY DRIVERS

4.1 Driver ID

- 4.1.1 DriversKart will issue the Driver Agency a Driver ID for each Driver retained by the Driver Agency Company to enable Driver Agency Company and/or the Driver (as applicable) to access and use the Driver App and the Device in accordance with the Driver Addendum. DriversKart will have the right, at all times and at DriversKart's sole discretion, to reclaim, prohibit, suspend, limit or otherwise restrict the Driver Agency and/or the Driver from accessing or using the Driver App or the Device. DriversKart may charge a fee for the use of the Device or request a retainer fee and/or a security deposit per Device.

4.2 Information provided to Users

- 4.2.1 Once the Driver has accepted a User's request for transportation, DriversKart will provide the User Information to the Driver via the Driver App, including the User's location. The User shall inform the Driver of the destination. Driver Agency acknowledges and agrees that once the Driver has accepted a User's request for transportation, DriversKart may provide specific information to the User regarding the Driver Agency and Driver in relation to the Driving Service, including but not limited to the Driver Agency name, Driver's name, Driver's photo, license number, geo-location and contact information.

- 4.2.2 The Driver Agency and its Drivers retain the sole right to determine when and for how long each of them will utilize the Software and Services to receive lead generation service. The Driver Agency and its Drivers also retain the option to accept or reject each request for Driver Agency received via the Driver App, provided the rejection rate is kept to minimal (less than 5% on monthly basis and/or as modified and notified by driverskart from time to time) However, Driver Agency and Driver agree to utilize the App at least once a month to accept a request for transportation.

4.3 Driver and User Review.

- 4.3.1 Users who have used the Driving Service will be asked by DriversKart to comment on the Driving Service and to provide a score for the Driving Service and the Driver. DriversKart reserves the right to post these comments and scores on the App or the Website (or such other platforms as owned, managed, controlled or managed by DriversKart) without reference to the Customer, Driver Agency or Driver. DriversKart shall also request the Driver Agency and/or the Driver to comment on and to provide a score for the User on the Driver App. Driver Agency will and will require that its Drivers will provide accurate and objective feedback that does not violate any applicable laws and regulations.

- 4.3.2 The Driver Agency acknowledges that DriversKart is a distributor (without any obligation to verify) and not a publisher of these comments and scores. DriversKart reserves the right to refuse, edit or remove unfavorable reviews in the event that such reviews include obscenities or mention an individual's name or violate any privacy laws or any other applicable laws and regulations. Beyond the legal and regulatory requirements, DriversKart shall not have and hereby disclaims any liability and responsibility for the content and consequences of (the publication or distribution of) any comments, scores or reviews howsoever or whatsoever.

- 4.3.3 The Driver Agency acknowledges that DriversKart desires to provide users of its Software with the opportunity to connect with Driver Agency Companies that maintain the highest standards of professionalism. Driver Agency agrees that its Drivers will maintain high standards of professionalism and service, including but not limited to professional attire and maintaining an average Customer score set by DriversKart based on feedback from users of its Software. DriversKart utilizes a five-star rating system designed to allow the Users of its Software to provide feedback on the level of service provided by those Driver Agency providers who accept requests for Driver Agency received via the Service. Driver Agency understands that there is a minimum star-rating Drivers must maintain to continue receiving access to the Service and Software. In the event a Driver's star-rating falls below the applicable minimum star-rating, DriversKart will notify Driver Agency by email or other written means. In the event the



star-rating (based on User feedback) has not increased above the minimum, DriversKart may deactivate the Driver's access to the Software and Service. DriversKart reserves the right, at all times and at DriversKart's sole discretion, to reclaim, prohibit, suspend, limit or otherwise restrict the Driver Agency and/or the Driver from accessing or using the Driver App or the Device if the Driver Agency or its Drivers fail to maintain the standards of appearance and service required by the users of the DriversKart Software.

4.4 Disclosure of Information. In case of a complaint, dispute or conflict between the Driver Agency or the Driver on the one hand and the User on the other hand or in other appropriate instances where a legitimate reason for such disclosure exists (for example, receipt by DriversKart of a subpoena or warrant requesting information), DriversKart may, but shall not be required to – to the extent permitted by applicable laws and regulations – provide the User, Driver Agency, the Driver and/or the relevant authorities the relevant data (including personal data) of the Driver Agency or the Driver. DriversKart may also disclose certain information of the Driver Agency or the Driver as set forth in this Agreement.



5. CALCULATION OF FARES AND FEES

5.1 Fares

- 5.1.1 The recommended pricing structure used in calculating the Fare for the Driving Service can be found at www.DriversKart.com, or on the App or can at any time be communicated to the Driver Agency by DriversKart.
- 5.1.2 As part of its Services provided to Driver Agency, DriversKart will arrange for a third party payment processor or mobile payment platform to process the Fare for a Ride requested via the App to the User designated credit card or mobile payment platform.

5.2 Fee

- 5.2.1 Cashless payment by users: Driver Agency shall pay DriversKart a Fee per Ride, which shall be set by DriversKart at DriversKart's sole discretion based upon local market factors and may be subject to change. The Fee is calculated as a percentage of each Fare (currently at 20% (inclusive of 10% to be remitted to agency) and JV ventures reserves the right to revise charges for any or all of its services at any time at its sole discretion. JV Ventures will make reasonable effort to notify drivers for the changes through website, written notice or any other means). The Fare will be collected by DriversKart for and on behalf of the Driver Agency. Driver Agency agrees and requests that DriversKart deduct its Fee payable on all Fares earned by the Driver Agency and remit the remainder of the Fare to Driver Agency. The Fee is set forth in the City Addendum. The City Addendum may change from time to time. Driver Agency and Drivers can always view the most current City Addendum at <http://www.DriversKart.com> and also will receive written notice in the event of a change in Fee percentage.
- 5.2.2 Cash payment by users: Driver Agency shall pay DriversKart a Fee per Ride, which shall be set by DriversKart at DriversKart's sole discretion based upon local market factors and may be subject to change. The Fee is calculated as a percentage of each Fare currently at 20% (inclusive of 10% to be remitted to agency) and JV ventures reserves the right to revise charges for any or all of its services at any time at its sole discretion. JV Ventures will make reasonable effort to notify drivers for the changes through website, written notice or any other means). The Fare will be collected by DriversKart for and on behalf of the Driver Agency. Driver Agency agrees that it will pay and remit DriversKart the Fee payable on all Fares earned by the Driver Agency every Monday for previous week (Sunday through Saturday) on a weekly basis. The Fee is set forth in the City Addendum. The City Addendum may change from time to time. Driver Agency and Drivers can always view the most current City Addendum at <http://www.DriversKart.com> and also will receive written notice in the event of a change in Fee percentage.

5.3 Invoicing and payment terms

- 5.3.1 Payment of the Fares to Driver Agency shall be made in accordance with the payment method as set forth in the Driver Addendum.
- 5.3.2 DriversKart operates, and the Driver Agency accepts, a system for receipts being issued by DriversKart for and on behalf of the Driver Agency to the User. The receipts, which are issued by DriversKart for and on behalf of the Driver Agency to the User shall be sent in copy by email or made available online, on request, to the Driver Agency. The receipts may include specific information regarding the Driver Agency and Driver in relation to the Driving Service, including but not limited to the Driver Agency's name, Driver's name, Driver's photo, license number, geo-location and contact information.

The Driver Agency represents that it will ensure that the Driver will notify DriversKart of any corrections necessary to the receipt for a Ride within three (3) business days after each Ride. Unless DriversKart receives timely notification (three (3) business days) of



any correction needed, DriversKart shall not be liable for any mistakes in the receipt or in any calculation of the Fares that are remitted to the Driver Agency pursuant to the terms of section 5.2.1.

6. REPRESENTATIONS

6.1 Driver Agency/Driver representations

6.1.1 The Driver Agency represents to DriversKart and shall ensure that the Driver shall represent to Driver Agency that for the term of this Agreement:

- (i) it holds, complies and shall continue to hold and comply with all permits, licenses and other governmental authorisations necessary for conducting, carrying out and continuing their activities, operations and business in general and the Driving Service in particular;
- (ii) shall comply with all local laws and regulations, including the laws related to the operation of, driving service or Driver Agency service and will be solely responsible for any violations of such local laws and regulations;
- (iii) the Driver has a valid driver's license and is authorized to operate the Vehicle as set out in the Driver Addendum and has all the appropriate licenses, approvals and authority to provide Driver Agency for hire to third parties in the City where the Driving Service is rendered or performed;
- (iv) it has appropriate and up-to-date level of expertise and experience to enable and provide the Driving Service and the Driving Service will be supplied, provided and supported by appropriately qualified and trained Drivers acting with due skill, care and diligence;
- (v) the Driver Agency and the Driver have and maintain a valid policy for the appropriate (transportation, personal injury, third party or general) liability insurance and such other insurances as are considered market practice (all in industry-standard coverage amounts) for the operation of the Vehicle and/or business insurance to cover any anticipated risks, damages and losses related to the operation of a taxi/passenger delivery, driving service or Driver Agency services (including the Driving Service), and not less than the minimum coverage amounts required by applicable law. The Driver Agency shall add DriversKart to its liability insurance policy as an additional insured, and shall upon first request of DriversKart provide DriversKart with a copy of the insurance certificate.
- (vi) the Driver Agency's employees are covered by workers' compensation insurance, as required by law. If permitted by law, Driver Agency may choose to insure itself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Driver Agency's subcontractors may also, to the extent permitted by law, maintain occupational accident insurance in place of workers' compensation insurance.
- (viii) the Driver and maintain at all times the star rating quality described in Section 4.3.3 above.

6.2 Disclaimer

6.2.1 DriversKart provides, and the Driver Agency accepts, the Service, the Device and Driver App on an "as is" and "as available" basis. DriversKart does not warrant or guarantee that the Driver Agency, the Driver or the User's access to or use of the Service, the Website, the Device, the App or the Driver App will be uninterrupted or error free.

6.2.2 **Internet Delays.** THE DRIVERSKART SERVICE AND SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

6.3 Driver Agency/ Driver indemnifications

6.3.1 Subject to the exceptions set forth in this Agreement, the Driver Agency agrees and undertakes and ensures that the Driver Agency will indemnify, defend and hold



DriversKart (and its Affiliated Companies and employees and, at the request of DriversKart, DriversKart's licensors, suppliers, officers, directors and subcontractors) harmless from and against any and all claims, demands, expenses (including legal fees), damages, penalties, fines, social contributions and taxes by a third party (including Users, regulators and governmental authorities) directly or indirectly related to this Agreement.

- 6.3.2 The Driver Agency is solely responsible for ensuring that Drivers take reasonable and appropriate precautions in relation to any third party with which they interact in connection with the Driving Service. Where this allocation of the parties' mutual responsibilities may be ineffective under applicable law, the Driver Agency undertakes to indemnify, defend and hold DriversKart harmless from and against any claims that may be brought against DriversKart in relation to the Driver Agency's or Driver's provision of the Driving Service under such applicable law as further set forth in Section 6.3 (Indemnification).



7.0 RELATIONSHIP BETWEEN THE PARTIES

- 7.1 The relationship between the Parties is solely that of independent contracting parties.
- 7.2 The Parties expressly agree that this Agreement is not an employment agreement or employment relationship. The parties further agree that no employment contract is created between DriversKart and the Drivers.
- 7.3 The Parties expressly agree that no joint venture, partnership, employment, or agency relationship exists between you, DriversKart or any third party provider as a result of this Agreement or use of the DriversKart Service or Software.
- 7.4 The Driver Agency acknowledges and agrees that it has no authority to bind DriversKart and undertakes not to hold itself out and to ensure that the Driver does not hold himself or herself out, as an employee, agent or authorized representative of DriversKart. Where, by implication of mandatory law or otherwise, the Driver and/or the Driver Agency may be deemed an agent or representative of DriversKart, the Driver Agency undertakes and agrees to indemnify, defend and hold DriversKart harmless from and against any claims by any person or entity based on such implied agency relationship.



8. LIABILITY

8. IN NO EVENT SHALL DRIVERSKART'S AGGREGATE LIABILITY EXCEED THE FEES ACTUALLY PAID BY AND/OR DUE FROM DRIVER AGENCY IN THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL DRIVERSKART AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). DRIVERSKART AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY DRIVER AGENCY, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE DRIVERSKART SERVICE OR SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE DRIVERSKART SERVICE OR SOFTWARE.
- 8.2 If the disclaimer of liability by DriversKart as set out in Clause 7.1 shall, for some reason, not have any effect, the maximum aggregate liability of DriversKart vis-a-vis the Driver Agency and its Drivers collectively, is limited to 50% of the total amount of the Fee paid to DriversKart by the Driver Agency in the quarter (3 months) preceding the event that led to the liability.
- 8.3 All defenses (including limitations and exclusions of liability) in favor of DriversKart apply (i) regardless of the ground upon which a liability is based (whether default, tort or otherwise), (ii) irrespective of the type of breach of obligations (guarantees, contractual obligations or otherwise), (iii) for all events and all agreements together, (iv) insofar no event of wilful misconduct or gross negligence of DriversKart or its management has occurred, and (v) also for the benefit of its Affiliated Companies and employees and, at the request of DriversKart, DriversKart's licensors, suppliers and subcontractors.
- 8.4 DriversKart makes no guarantees, warranties, or representations as to the actions or conduct of any Users who may request Driver Agency service from Driver Agency or the Driver. Responsibility for the decisions Driver Agency makes regarding Driver Agency services offered via the Software or DriversKart Service (with all its implications) rests solely with Driver Agency. Driver Agency agrees that it is Your responsibility to take reasonable precautions in all actions and interactions with any third party You interact with through the DriversKart Service.
- 8.5 The Driver Agency services that You provide pursuant this Agreement are fully and entirely Your responsibility. DriversKart does not screen or otherwise evaluate potential riders/Users of Your Driver Agency services. You understand, therefore, that by using the Software and the DriversKart Service, You may be introduced to third parties that may be potentially dangerous, and that You use the Software and the DriversKart Service at Your own risk.
- 8.6 Notwithstanding the Driver Agency's right, if applicable, to take recourse against the Driver, the Driver Agency acknowledges and agrees that it is at all times responsible and liable for the acts and omissions of the Driver(s) vis-à-vis the User and DriversKart, even where such vicarious liability may not be mandated under applicable law.



- 8.7 DRIVERSKART WILL NOT ASSESS THE SUITABILITY, LEGALITY OR ABILITY OF ANY SUCH THIRD PARTIES AND YOU EXPRESSLY WAIVE AND RELEASE DRIVERSKART FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE SOFTWARE OR DRIVERSKART SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE SOFTWARE OR SERVICE.



9. TERM, TERMINATION AND SUSPENSION

- 9.1 This Driver Agency Agreement shall commence on the date this Agreement is accepted, for an indefinite period of time, unless terminated by either party by written notice with due observance of a notice period of seven (7) calendar days. DriversKart may terminate this Agreement automatically, without any notice requirement, at such moment when the Driver Agency and/or its Drivers no longer qualifies, under the applicable law or the quality standards of DriversKart, to provide the Driving Service or to operate the Vehicle.
- 9.2.1 Each party may terminate this Agreement or suspend the Agreement in respect of the other party, with immediate effect and without a notice of default being required in case of:
- (a) a material breach by the other party of any term of the Agreement (including but not limited to breach of representations or receipt of a significant number of User complaints); or
 - (b) insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party.
- 9.3 Upon termination of the Agreement, the Driver Agency and/ or the Driver shall promptly return all Devices and all Data provided to either of them by DriversKart without withholding a copy thereof.

10. CONFIDENTIALITY

- 10.1 Parties understand and agree that in the performance of this Agreement, each party may have access to or may be exposed to, directly or indirectly, confidential information of the other party (the "**Confidential Information**"). Confidential Information includes Data, transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential.
- 10.2 Each party agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party and receiving party shall not use any Confidential Information for any purpose except in furtherance of this Agreement; (b) it shall maintain, and shall use prudent methods to cause its employees, officers, representatives, contracting parties and agents (the "**Permitted Persons**") to maintain, the confidentiality and secrecy of the Confidential Information; (c) it shall disclose Confidential Information only to those Permitted Persons who need to know such information in furtherance of this Agreement; (d) it shall not, and shall use prudent methods to ensure that the Permitted Persons do not, copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Confidential Information; and (e) it shall return or destroy all ((hard and soft) copies of) Confidential Information upon written request of the other party.
- 10.3 Notwithstanding the foregoing, (a) Confidential Information shall not include any information to the extent it (i) is or becomes part of the public domain through no act or omission on the part of the receiving Party, (ii) was possessed by the receiving Party prior to the date of this Agreement, (iii) is disclosed to the receiving Party by a third party having no obligation of confidentiality with respect thereto, or (iv) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, and (b) nothing in this Agreement shall prevent, limit or restrict a Party from disclosing this Agreement (including any technical, operational, performance and financial data (but excluding any User Data)) in confidence to an Affiliated Company.

11. LOCATION-BASED SERVICES

- 11.1. For the purpose of rendering the Service, the Driver Agency explicitly agrees and acknowledges, and procures that the Driver agrees and acknowledges, that geo-location information regarding the Driver who is available for the Driving Service or performing the Driving Service shall be monitored and traced through the Driver App via GPS tracking. The Device and the relevant details of the Driver and the Ride and the position of the Driver shall also be disclosed to the User on the App.
- 11.2 To provide location-based services on the DriversKart App and for analytical, marketing and commercial purposes of DriversKart, DriversKart may collect, use, and share precise geo-location data, including the real-time geographic location of You and the Drivers. This location data is used by DriversKart to provide and improve location-based products and services. Information You provide may be transferred or accessed by entities around the world. You expressly consent to DriversKart's use of locations-based services and You expressly waive and release DriversKart from any and all liability, claims, causes of action or damages arising from Your use of the software or DriversKart service, or in any way relating to the use of the geo-location and other location-based services.

12 MODIFICATIONS

- 12.1 DriversKart reserves the right to modify the terms and conditions of this Agreement or at any time, effective upon publishing an updated version of this Agreement at <http://www.DriversKart.com> or on the Software.
- 12.2 Driver Agency hereby expressly acknowledges and agrees that, by using or receiving the DriversKart Service, and downloading, installing or using the Software, Driver Agency and DriversKart are bound by any future amendments and additions to this Agreement or documents incorporated herein, including the Fee schedule. Continued use of the DriversKart Service or Software after any such changes shall constitute your consent to such changes. Driver Agency is responsible for regularly reviewing this Agreement.

13. MISCELLANEOUS

- 13.1 If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.
- 13.2 Neither party shall be entitled to assign, transfer, encumber any of its rights and/or the obligations under this Agreement without the prior written consent of the other party, provided that DriversKart may assign, transfer, encumber any of its rights and/or the obligations under this Agreement (in whole or in part or from time to time) to (a) an Affiliated Company or (b) in the event of a merger or sale of assets without the prior written consent of the Driver Agency.
- 13.3 This Agreement (including the schedules, annexes and appendixes, which form an integral part of this Agreement) constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, offers, undertakings or statements regarding such subject matter.



14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement shall be governed under jurisdiction of Chennai, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the DriversKart Service or Software shall be subject to the exclusive jurisdiction of the state and federal courts located in the city of Chennai, Tamil Nadu. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. The failure of DriversKart to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by DriversKart in writing. This Agreement and the documents incorporated by reference therein comprise the entire agreement between you and DriversKart and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

14.2 Other than disputes regarding the Intellectual Property Rights of the parties, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the DriversKart Service or Software may be subject to arbitration. In case of any dispute between the both the parties, the same shall be resolved at Chennai through arbitration. The award passed by the Arbitrator shall be final and binding on both the parties.

You expressly acknowledge and agree to be bound by the terms and conditions of the Agreement, and further acknowledge that You are legally competent to enter into this Agreement with DriversKart