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INDIA NON JUDICIAL

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Unique Doc. Reference : SUBIN-KAKACRSFL0845011313865576W
Purchased by : DBEST MOBILITY SOLUTION INDIA PVT LTD
Description of Document : Article 32 Letter of licence
Property Description : MOU
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(Zero)
First Party : ANI TECHNOLOGIES PVT LTD
Second Party : DBEST MOBILITY SOLUTION INDIA PVT LTD
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Stamp Duty Amount(Rs.) : 100
(One Hundred only)

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made between ANI Technologies Private Limited, a company registered under the Companies Act, 1956 and having its corporate office at Ola Campus, 2 Hosur Road, Koramangala Industrial Layout, Koramangala, Bangalore - 560095, India (hereinafter referred to as "**OLA**" which expression shall mean and include its representatives, successors-in-office, affiliates and assigns) on the **FIRST PART**;

AND

Dbest Mobility Solution India Private Limited, a Company registered under the laws of India and having its registered office at A-256, Defence Colony, New Delhi - 110024, India (hereinafter referred to as "**Operator**" which expression shall mean and include its drivers, representatives, successors-in-office, affiliates and assigns) on the **SECOND PART**

WHEREAS an Operator who is a transport service provider, desirous of listing itself and its electric vehicle (**Vehicle(s)**) on the Portal, so as to provide transportation services through his Vehicle(s) exclusively to the User/Customers of Ola's App.

WHEREAS this MOU consist of terms and conditions applicable for Operator in addition to the term and conditions which is applicable on all the vehicles and are attached with this MOU as Exhibits - details of the Vehicle & Transport Service Provider (**Exhibit-A**), Operator's scope of service (**Exhibit-B**), Deployment Plan (**Exhibit-C**), which are collectively referred to as 'Exhibits'.

DEFINITIONS:

All of the defined and capitalized terms in this MOU will have the meaning assigned to them herein below.

"**Account**" refers to the account created by OLA for the operator and its drivers subsequent to signing of this MOU and acceptance of terms and conditions by each Driver.

"**Applicable Laws**" shall mean and include all applicable statutes, enactments, acts of the legislature or the Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, or a court, in India.



“Booking” shall mean the allotted Service Request.

“Cancellation” shall mean cancellation of rides solely as per this MOU.

“City of Operation” shall mean the city in which the MOU is executed by and between the Operator and OLA.

“Commercial Term Segment” shall mean Exhibit A of the MOU, which contains the commercial terms for the service provided by the Operator.

“Convenience Fee” shall mean the fee payable by the User/Customer for availing the technology services offered by OLA. Convenience Fee will be charged for each Service Request placed by the User/Customer on the Ola's App.

“USER/Customer” shall mean such person, who places a Service Request on the Ola's App and has accepted the Customer Terms of Use and Privacy Policy of the Ola's Apps (as applicable).

“Device” shall mean the Driver's mobile phone which has the Driver App.

“Driver” shall mean an individual who is being engaged by the Operator after due verification for the purpose of providing transportation services as per this MOU.

“Driver App” means the electronic interface on Ola's App from which the Operator's driver Account is accessible to the Driver. Login credentials (User/Customer ID and Password) for the Driver App shall be provided by OLA.

“Driver Proceeds” shall mean the net amount receivable by the Operator and its drivers after deduction of OLA's commission and such other amounts as may be provided in the Commercial Terms Segment or notified otherwise.

“Fare” shall mean the Fare payable to the Operator and its driver after completion of the Service.

“Force Majeure” shall have the meaning given to in Clause 19.3.

“Incentive” shall mean the earning schemes of the Operator guaranteed by Ola while exclusively operating on the Ola platform, strictly in accordance with terms and conditions.

“Parties” shall mean, collectively, the operator and OLA and **“Party”** shall refer to any one of them.



"Ola's App" shall mean such features of the OLA mobile application or other programs, software, mobile applications owned by, licensed to and controlled by OLA, and other URLs as may be specified by OLA from time to time.

"Service" means the service of picking a User/Customer from the pick-up point and dropping the User/Customer at the drop point entered by the User/Customer at the time of placing his / her Service Request and accepted by the Driver.

"Total Ride Fee" shall mean total amount payable by the User/Customer which includes the Fare, the Convenience Fee, Additional Fee (if any) and the Cancellation Fee (if any), and such other fee, as may be applicable.

"Service Request" means a request placed by the User/Customer on the Ola's App to avail the Service offered by the Driver.

"OLA Policies" means the **"Privacy Policy"**, Zero Tolerance Policy & such other policies (including any amendments thereof), which OLA may issue and make applicable to all Drivers & operators from time to time and make available to the operator on the operator's request.

"Term" means the period commencing from the date of signing of this MOU upto the date of termination as per this MOU.

"Terms and Conditions" or **"Driver T&C"** refers to these Driver T&C which are available at the Ola's App, as may be amended from time to time.

"Vehicle" shall mean 'Motor cabs'.

"Wallet" shall mean the prepaid payment instruments available for payments in the OLA Ola's App.

"Zero Tolerance Policy" shall mean the policy of OLA available on its app, as may be amended from time to time.

1. APPOINTMENT OF THE OPERATOR

- a) For the purpose of Ola's aggregation of ride hailing business, the Operator represented to Ola that it fulfils all the prerequisites and parameters so communicated by Ola and thereby, Operator had



agreed to exclusively engage itself and its drivers along with its vehicles on the platform for this category of services on the basis of below mentioned terms and conditions of this Agreement.

- b) The required qualification and parameters as detailed in **Exhibit-A** of this MOU, consist of Driver qualification and their verification process as well as the conditions with respect to vehicle type (model, year) and number of vehicles engaged by the Operator.
- c) The Operator agrees and acknowledges that the conditions mentioned in **Exhibit-A** of this MOU are of utmost importance for its appointment as Operator on Ola platform for the purpose of this MOU and any slight deviation from the qualification and conditions would amount to serious breach of the MOU.

2. SCOPE OF SERVICES

- 1. The Operator understands and acknowledges that this is a special arrangement with Ola where the Operator, on providing the services as detailed in **Exhibit-B**, is entitled to Incentive schemes from Ola or any other future scheme as and when informed by Ola in future. Apart from the incentive schemes given by Ola on additional services guaranteed by Operator, the Operator acknowledges that Ola is a digital intermediary solely for managing and operating the Ola's App thereby facilitating the connection between the Operator/driver and User/Customer. The contract for availing the Service shall be a contract solely between You and the User/Customer. At no time, shall OLA have any obligations or liabilities in respect of such contract.
- 2. The Operator agrees and acknowledges that its entitlement to Incentives is subject to its fulfilment or compliance of all terms and conditions mentioned and annexed with this MOU.
- 3. The Operator acknowledges that in the event of slight deviation or non-compliance from services as mentioned in **Exhibit-B** would amount to deduction of Incentives on pro-rata basis and continuous deviation would authorize Ola to terminate the MOU immediately as per the clause no.11 of this MOU.
- 4. The service provided by the Operator through its drivers to the Customers shall be strictly in accordance with the Driver Terms and Conditions, which will be updated from time to time and available on the app and the website and shall be informed to the Operator.



3. OBLIGATIONS OF OPERATORS

1. The Operator shall ensure that its driver understands the language of the Driver App / Ola's App. Accordingly, it is his responsibility to choose the language that he best understands from amongst the available languages on the Driver App / Ola's App.
2. The Operator shall ensure that its drivers shall accept the terms and conditions as communicated by Ola at the earliest without any unwarranted delay.
3. The Operator shall ensure to provide the highest quality of services as per acceptable industry standards and in accordance with the oral and written requirements prescribed by OLA. The Operator shall be liable for any loss caused to OLA and/or the User/Customer due to negligence of its Driver in the performance of the Service.
4. The Operator shall ensure full compliance of applicable laws, rules and regulations.
5. The Operator shall ensure no cancellation against any booking request received by its driver except in the case of driver's disability in driving or in the event of force majeure as defined under clause no.19.3 of this MOU.
6. The Operator be deemed to be informed and shall also strive to stay informed about conditions such as bandhs, strikes, curfews, and the like that could affect the Service and shall inform Ola on prior basis.
7. The Operator shall ensure compliance with all the statutory requirements with respect to its Driver and Vehicles at all the times without any fail and shall hold and keep updated / renewed all licenses, permits and any other documents required as per the motor vehicles act/regulatory requirements.
8. The Operator shall ensure that its drivers are using the vehicle as per the traffic guidelines and law and pay taxes, challans or any penalty as may be imposed by the authorities under law.
9. The Operator shall ensure proper maintenance of the vehicles as required under this premium category.
10. The Operator and any of its Driver/(s) shall not undertake or assist in any unlawful or illegal activity while performing Services and shall adhere to any applicable rules or regulations in connection with seating capacity of the vehicle.



11. The Operator shall not allow unauthorized persons to drive their Vehicle. The Operator should ensure the login of its drivers at all times. OLA reserves the right to take any action at its sole discretion for any violation by the Driver, which may extend to but not limited to termination and/or other legal action.
12. The Operator shall ensure the safety and security of the User/Customers and that of the vehicle at all times. The Operator shall immediately bring to the notice of OLA any deviation from the provision of the Service/s as required under the terms of this MOU, including but not limited to any accidents, damage to life or property.
13. The Operator agrees that any breach of the MOU or any exhibits by him/her is likely to cause OLA substantial and irreparable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available OLA shall have the right to specific performance and injunctive relief.
14. The Operator hereby acknowledges and agrees that OLA shall alone be responsible for settling any payment related issues between User/Customer and its Driver, except overcharging disputes in cash transactions so received by the Driver. In case of any conflict, the Operator shall follow the process as defined by Ola.
15. The Operator shall ensure its drivers make himself/ herself available for any training as OLA may be required to organize pursuant to Applicable Law or as OLA may deem necessary from time to time.
16. The Vehicle shall be the sole responsibility of the Operator. The good maintenance of the vehicles at all times without fail is of paramount importance. In case of any loss or damage to the Vehicle caused, the Operator shall ensure quick repair and betterment of the vehicle without undue delay.

4. CONTENTS POSTED ON Ola's App

1. All text, graphics, User/Customer interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "**Content**"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Ola's



App / Driver App is owned, controlled or licensed by or to OLA and is protected under the Applicable Law.

2. Except as expressly provided in this MOU, the Driver shall not:
 - a) Copy, reproduce, modify, damage, disassemble, decompile, reverse engineer or create derivative works including, without limitation, translations, transformations, adaptations or other recast or altered versions) from the Ola's App / Driver App, or any portion thereof;
 - b) Breach, disable, tamper with, or develop or use (or attempt) any workaround for any security measure provided in the Ola's App / Driver App;
 - c) Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortuous material, including material harmful to children or violate of third party privacy rights;
 - d) Store or disseminate material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
 - e) Use the Ola's App / Driver App in a way that infringes or misappropriation of a third party's intellectual property rights or personal rights;
 - f) Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Ola's App / Driver App or any activities conducted on the OLA's servers;
 - g) Copy, sell, sub-license or assign the Ola's App / Driver App, and its rights under these Driver T&C, without the prior written consent of OLA;
 - h) Distribute, disclose or allow use of the Ola's App / Driver App by any third party in any format, through any time sharing service, service bureau, network or by any other means; or
 - i) Merge or combine Ola's App / Driver App with any other technology not provided by OLA.
3. You may use information purposely made available by OLA for downloading from the Ola's App / Driver App, provided that You:



- i. do not remove any proprietary notice language in all copies of such documents; or
 - ii. use such information only for Your purpose given, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or
 - iii. make no modifications to any such information; or
 - iv. do not make any additional representations or warranties relating to such documents.
4. You shall be solely responsible for any notes, messages, e-mails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Ola's App / Driver App ("**Posted Content**"), provided that such Posted Content is not restricted or prohibited under Applicable Laws or such Posted Content is not infringing any third party's proprietary rights.

5. OLA'S RESERVED RIGHTS

OLA may, upon notice to the Operator, delist or remove any information pertaining to any particular driver or operator from the Ola's App / Driver App.

6. PRIVACYTERMS

1. OLA stores and processes Your Information, which may include sensitive information like health records, or, financial information, in accordance with the Information Technology Act, 2000 and the Rules made thereunder and also as per the [Privacy Policy](#) of OLA. If You object to Your Information being used in the manner prescribed by law or under OLA's [Privacy Policy](#), please refrain from using Ola's App / Driver App. You will find OLA's latest [Privacy Policy](#) on the website www.olacabs.com.
2. Notwithstanding the foregoing, OLA shall be entitled to disclose to all companies within its group, its related parties, or a third party that may be supporting OLA in its services or any government body as may be required by law, your particulars, in any way as OLA, in its absolute discretion, deems fit or if it considers it in its interests to do so.



7. REPRESENTATIONS AND WARRANTIES

1. Operator represent and warrant that:

- a) It is eligible for registration on the Ola's App / Driver App and creation of an Account in terms of this MOU.
- a) You have all requisite power and authority to, deliver and perform the obligations imposed herein;
- b) The execution and performance of the obligations do not and will not violate any provision of any existing MOU, law, rule, regulation, any order or judicial pronouncement to which You are a party;
- c) Operator is the rightful owner of the Vehicle or have the requisite authority or lease to drive the Vehicle and there are no restrictions with respect to the use of the Vehicle that will hamper you from the performance of the Services;
- d) Operator and its driver have all rights, licenses and permits as may be required by Applicable Laws to perform the Service in accordance with the terms of the MOU. The Driver engaged by operator shall maintain and continue to maintain all local licenses, permits, approvals and consents in respect the Vehicle. You shall be responsible and liable for any violation of any law, rule or regulation in the performance of its obligations under this MOU.
- e) Drivers on-boarded by the Operator have not been convicted by any court in India or any other country for any crimes including but not limited to moral turpitude, cognisable offenses. Further, Operator or any of its drivers are not a party to any pending litigation which shall materially affect Your obligations under this MOU.

2. Operator undertake that, at all times during the Term, You will:

- A. abide by these terms, Zero Tolerance Policy and the OLA Policies, as may be made applicable to You from time to time;
- B. perform the Service/(s) in accordance with all Applicable Laws;
- C. not violate the intellectual property rights of OLA or of any third party and for any breach or violation of such intellectual property rights;



3. be solely responsible to comply with OLA Policies and adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or gifts either in cash or in kind in the course of all dealings with OLA or the User/Customer or any other third parties.

8. CONFIDENTIALITY

1. Operator acknowledge that pursuant to acceptance of this MOU, Operator will have access to confidential information of OLA and its affiliates which has been provided by OLA. Operator undertake to keep confidential all data and other confidential information of OLA and shall not sell or otherwise make that information available to any third parties.
2. Except as otherwise agreed, the data of User/Customers will be the exclusive property of OLA, and Operator will not use the same for their own purpose or distribute such data in any form or means except for the purpose defined under this MOU and shall keep it confidential at all times. Confidential information would include but not be limited to User/Customer details, market information, all work products and documents related thereto, the contents of the Ola's App, Driver App or any other information which is treated as confidential by OLA, and any other information, whether orally or in writing, received or to be received by You which is agreed to be treated as confidential, whether expressly or by implication.

9. INDEMNIFICATION AND LIMITATION OF LIABILITY

Operator agree and undertake to indemnify and to hold harmless OLA its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach of obligations by operator, performance or observance of Your role, functions, responsibilities, representations, or warranties under the MOU; (ii) any violation of OLA Policies or any other policies provided by OLA; (iii) any harm to the reputation and goodwill of OLA; (iv) any claim of violation of intellectual property of a third party by Driver's usage of OLA's intellectual property in a manner not permitted under this MOU; (v) Driver's misconduct or unauthorized access to data on the Ola's App or permitting in any way by the Driver the



transfer of such data to the competitors of OLA or its affiliates or to any third party; and (vii) fraud, negligence and misconduct of the Driver.

Operator shall be liable to indemnify and hold OLA harmless against all damages, losses, costs and expenses incurred by OLA as a consequence of any complaint from any User/Customer received by OLA with respect to defective Service/(s).

In addition to the indemnification rights of OLA under these Driver T&C, OLA shall also be entitled to such other remedies available under Applicable Laws.

10. COMMENCEMENT

This MOU shall commence from 01-01-2025, (the "Effective Date") and shall remain in effect for a period of 3 years therefrom, unless terminated earlier as provided in Clause 11.

11. TERMINATION

1. This MOU may be terminated by either Party, without cause, by giving prior written notice of 30 days to the other party.
2. In addition, the Ola shall also have the right to terminate this MOU with immediate effect in the event of a material Breach by the Operator.

"Material Breach" shall include:

- a) Any breach that the Vendor has failed to cure within 72 hours after getting intimation from Ola; and
 - b) An act of gross negligence or misconduct by the Operator.
3. Effect of Termination: Upon the effective date of termination of this MOU, all legal obligations, rights and duties of the Parties arising out of this MOU shall terminate except for those as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this MOU.
 4. Renewal/Extension: Upon expiry of this MOU, the Parties may renew this MOU for such duration and on such terms and conditions, as may be agreed.

17. SUSPENSION OR BLACKLISTING



1. The Operator understands and agrees that in the event of any serious breach of obligations or conditions as defined under MOU, the OLA is entitled to suspend the such driver or the Operator for a period as defined by Ola at its sole discretion, without any prior notice to the Driver.
2. In the event of failure of Operator in timely renewal of all statutory licenses and permits for its drivers under the relevant laws of India, the OLA is entitled to suspend the Operator till such renewal or updation.
3. The Operator understands and agrees that OLA is entitled to blacklist the Operator in the event of any fraud or safety related concerns brought to it by any user/customer or any other third party.

18. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

1. This MOU and its Exhibits shall be interpreted and governed in accordance with Laws of India.
2. All disputes, differences or any claim arising out of or in connection to this MOU shall be referred to Sole Arbitrator under the provisions of Arbitration & Conciliation Act, 1996, to be appointed by one party and accepted by the other. Arbitration shall be held in Bangalore. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.
3. Subject to clause 18.2, the courts in Bangalore shall have the exclusive jurisdiction in connection with this MOU.

18. Entire MOU

1. This MOU along with, various Exhibits, shall form the entire MOU between the Parties and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this MOU, and no MOU or understanding varying or extending the same shall be binding upon any Party hereto unless arising out of the specific provisions of this MOU.
2. THIS DOCUMENT IS AN ELECTRONIC RECORD IN TERMS OF INFORMATION TECHNOLOGY ACT, 2000 AND RULES THEREUNDER.



AS APPLICABLE AND THE PROVISIONS PERTAINING TO ELECTRONIC RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS ELECTRONIC RECORD IS GENERATED BY A COMPUTER SYSTEM AND DOES NOT REQUIRE ANY PHYSICAL OR DIGITAL SIGNATURES. BY CLICKING ON THE "I ACCEPT" BUTTON ON THIS ELECTRONIC CONTRACT, YOU ARE CONSENTING TO BE BOUND BY THIS MOU ALONG WITH THE VARIOUS EXHIBITS ATTACHED TO THE MOU. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THE PROVISIONS OF THIS MOU AND EXHIBITS BEFORE YOU START USING THE OLA'S APP, AS YOU SHALL BE BOUND BY ALL THE TERMS HEREIN UPON CLICKING ON THE "ACCEPT & CONTINUE" BUTTON ON THIS ELECTRONIC CONTRACT. IF YOU DO NOT ACCEPT ANY OF THE TERMS CONTAINED HEREIN, THEN PLEASE DO NOT USE THE OLA'S APP OR AVAIL ANY OF THE SERVICES BEING PROVIDED THEREIN. YOUR MOU TO THIS MOU SHALL OPERATE AS A BINDING MOU BETWEEN YOU AND OLA IN RESPECT OF THE SERVICES OF THE OLA'S APP.

19. MISCELLANEOUS

1. Independent Contractor Status: The relationship created by the MOU is that of independent contractors, and not partners, franchisees or joint ventures. No employees, consultants, sub-contractors or agents of one party is or will be deemed to be employees, consultants, contractors or agents of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation, except as expressly set forth herein. OLA shall not be responsible to the Operator or any governing body for any payroll-related taxes in relation to the performance of Services hereunder, including but not limited to, withholding or other taxes related to central or state income tax, social security benefits or unemployment compensation.
2. Assignment: Neither this MOU nor any of the rights, interests or obligations hereunder shall be assigned by the Driver to any third party, without the prior written consent of



OLA. OLA may, at its sole discretion, assign the rights, interests or obligations hereunder to any person whosoever.

3. Force Majeure: Any delay in or failure to perform any obligations by either party under the MOU shall not constitute default hereunder if and to the extent caused by force majeure, which is defined to be occurrences beyond the reasonable control of such Party committing default, including and limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection ("Force Majeure"). Provided, however, you shall give prompt written notice within a period of 7 (seven) days from the date of the force majeure occurrence to OLA. You shall use all reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes of force majeure are removed. In the event the Force Majeure event continues for a period of 7 (seven) days from the date on which OLA receives the notice from You as above, OLA shall have the right to terminate these Driver T&C.
4. Waiver: Either party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. No failure or delay on part of any Party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other rights, powers or privileges by such party.
5. Severability: Any provision that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
6. Amendment: This MOU may be modified or amended by OLA at its sole and absolute discretion.



IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this MOU by their authorized representatives as of the date first written above.

SIGNED, SEALED AND DELIVERED:

ANI Technologies Pvt. Ltd.


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SIGNED, SEALED AND DELIVERED:

DBest Mobility Solutions Private Ltd.


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EXHIBIT A- DRIVER'S QUALIFICATION AND VEHICLE PARAMETERS**A. Driver's qualification**

The Driver must be competent to contract within the meaning of the Indian Contract Act, 1872.

- a) The Driver must have a valid license or permit to operate as a transport service provider. In case of expiry of any statutory requirement, the same shall be renewed within the prescribed period. On demand, all the documents should be submitted to Ola, as and when required.
- b) The Driver must not be convicted of any offence for the preceding 10 years.
- c) The Driver must be a man of good repute and character and must never have been convicted of a cognizable offence. Further, no proceeding must be pending against the Driver regarding and neither have Driver been convicted of (a) driving under the influence of drugs or alcohol or (b) any cognizable offence under the Code of Criminal Procedure, 1973, including fraud, sexual offences, use of a motor vehicle to commit cognizable offence, or of any crime involving property damage, theft, acts of violence, or acts of terror.

B. Vehicle parameters

- a) The Operator must have a registration certificate, fitness certificate, pollution certificate, contract carriage permits and mandatory insurance policy, in respect of each Vehicle, proposed to be used for the Transport Services, if applicable.
- b) The age of the vehicle shall not be more than 3 years as on the date of signing of this MOU.
- c) Before on-boarding of any vehicle, the same should be thoroughly checked with respect to cleaning, maintenance, fitness, air conditioner. Further, there should be daily inspection of the vehicle by the operator for maintenance of such parameters and the same shall be communicated/informed to Ola, as and when demand arises.



- d) Vehicle maintenance needs to be ensured so that AC, mechanicals, tyre pressure, oil level, charging levels etc. are all in good working condition.
- e) All docs to be present in the vehicle at all times of operation.
- f) In the event of non-compliance, Operator shall be liable to be terminated at the discretion of Ola.

C. Documents required for due verification of Driver and Vehicle

Part I- Details of Vehicle:

Documents to be collected by Operator and provided to Ola as and when demanded before engagement of any vehicle:

- PUC;
- sale deed;
- Copy of Lease
- passbook or cancelled cheque;
- Copy of Certificate of Registration;
- Copy of Certificate of Fitness;
- Copy of permit, as may be required under applicable law, to ply the Vehicle;
- Copy of commercial insurance policy covering the third party risks;
- Renewal certificate of all the aforesaid documents, as and when, required under the relevant laws.
- Such other documents as may be required by OLA.

Part II- Details of the Driver:

Information to be collected and provided to Ola as and when demanded:

- Name:
- Permanent Address:
- Current Address:
- Phone no.:



- Email id;
- Such other documents/ information as may be required by OLA

B. Documents to be collected and provided to Ola as and when demanded:

- A passport size photograph of the Driver;
- Copy of valid Driving License of drivers who will be employed by Operator to provide services on Ola platform;
- If OLA or OLA's authorized agency is assisting the Operator with police verification process, the Operator authorizes OLA or OLA's authorized agency, as the case may be, for appearing, signing and executing documents in respect of police verification of the Transport Service Provider from time to time.
- Self-attested copy of the EPIC Card;
- Self-attested copy of PAN Card of Operator;
- Copy of residential proof such as utility bill, ration card, passport etc. of the drivers employed by Transport Service Provider to provide services on Ola Platform;
- Passbook or cancelled cheque of Operator;
- Vehicle ownership document and
- Such other documents/ information as may be required by OLA



EXHIBIT-B OPERATOR SCOPE OF SERVICES

A. Conditions for earning the Incentives

- a) Operators to ensure that at least 75% of the committed vehicles are active on a daily basis.
- b) Operator to subscribe to the subscription plan present in the city/commissions as prevalent in the city of vehicle operations.

B. Code of Conduct of Drivers

a) Pre Ride

- i) At the start of the shift, Drivers need to ensure that their car is clean and the mechanics of the car are fine - AC, mechanicals, tyre pressure, oil level etc are all in good working condition.
- ii) The Driver should ensure that they have enough fuel/charge to last most of the day.
- iii) Driver should record a video of the car from outside & inside and upload the same in google form / driver app
- iv) Driver should be wearing proper uniform.
- v) Driver should login and submit a selfie with the uniform clearly visible
- vi) The driver app status should be "On Duty" only if the driver is ready to take a trip. In case of any breaks, the driver has to ensure that he goes off duty or logs off the app.
- vii) Driver should not cancel any rides or ask the customer to cancel
- viii) No calls to be made to the customer to ask for payment mode, destination, or to ask them to cancel the ride from their end
- ix) Driver must switch on the AC at all times unless the customer requests it to be switched off
- x) Driver should not ask for extra payment to the customer.
- xi) If at all there is a case or need to interact with the customer before pickup, ensure polite interactions with the customer through phone / in-chat.
- xii) Ensure that the car is clean and interiors tidy before picking up the customer



b) In Ride

- i) The Driver must always be polite in their approach and provide help with their luggage.
- ii) The Driver needs to maintain a professional demeanour and avoid any behaviour that could be perceived as inappropriate or unprofessional
- iii) The Driver should maintain a safe and comfortable driving speed, avoiding sudden stops and starts.
- iv) The Driver should follow traffic rules and regulations strictly, including wearing a seatbelt while driving
- v) The driver should avoid refuelling while in a ride.
- vi) The Driver should be knowledgeable about the local area and help the customer with directions if needed, otherwise always follow the directions shown on the map. Avoid taking longer routes, unless it is necessary on account of traffic conditions, road conditions and government stoppage, police restrictions etc.
- vii) The Driver should keep the car air-conditioned and at a comfortable temperature.
- viii) The Driver should avoid using mobile phones while driving and minimize any distractions.
- ix) The Driver should make sure the customer reaches their destination safely and comfortably.
- x) The Driver should ensure that the customer has all their belongings before leaving the car

Exhibit – C JOINING BONUS CONSTRUCT

Joining Bonus in case of deployment of target achieved:

Month	Booking Target	Incentive (INR)
Month 1	250	2500
Month 2	250	2500
Month 3	250	2500
Month 4	250	2500
Month 5	250	2500
Month 6	250	2500
Month 7	250	2500



Month 8	250	2500
Month 9	250	2500
Month 10	250	2500
Month 11	250	2500
Month 12	250	2500

Joining Bonus in case of deployment target missed:

Month	Booking Target	Incentive (INR)
Month 1	250	1500
Month 2	250	1500
Month 3	250	1500
Month 4	250	1500
Month 5	250	1500
Month 6	250	1500
Month 7	250	1500
Month 8	250	1500
Month 9	250	1500
Month 10	250	1500
Month 11	250	1500
Month 12	250	1500

Terms & Conditions:

- a) Non-fulfilment for a continuous period of 15 days could lead to termination at Ola's discretion.
- b) Any instance of fraud or malicious doing with an intent to earn Joining Bonus without giving due services as per the requirement of Ola, would lead to imposition of penalty equivalent to the loss of business of Ola and joining bonus earning wrongfully gained from Ola. Continuous and repetitive instances of fraud will result in blacklisting and termination of the Operator.
- c) Joining Bonus shall be payable at the end of each month on the deployed vehicles.
- e) Joining Bonus for old vehicles to be paid out on vehicles receiving no consumer complaints regarding vehicle quality.



f) GST and any other taxes will be paid extra. TDS will be deducted from the Joining Bonus amount.

h) Joining Bonus to be paid out subject to no joining bonuses paid out in the vehicle's history.

i) Joining Bonus per vehicle to be paid out for 12 months during the agreement period.

Exhibit – D DEPLOYMENT PLAN

Ola looks forward to partnering with Dbest Mobility Pvt. Ltd. as per the below deployment plan for used cars:

SN	CITY	24-Dec	25-Jan	25-Feb	25-Mar	25-Sep	26-Mar	TOTAL
1	HYDERABAD	200	30	30	35	150	150	600
2	BANGALORE	15	10	10	10	50	50	200
3	KOLKATA	25	25	25	25	50	50	200
4	DELHI	10	10	15	15	25	25	100
5	CHANDIGARH	20	10	10	10	25	25	100
6	Mumbai	0	0	25	25	25	25	100

