

AUTO DRIVER TERMS AND CONDITIONS

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, You are consenting to be bound by these Driver **T&C** for using **Portal**. PLEASE ENSURE THAT YOU READ AND UNDERSTAND ALL THESE DRIVER T&C BEFORE YOU USE THE SERVICE OF THE PORTAL, AS YOU SHALL BE BOUND BY ALL THE DRIVER T&C CONTAINED HEREIN upon clicking on the “I ACCEPT” button. If You do not accept any of the Driver T&C, then please do not use the Portal or avail any of the services being provided therein. YOUR AGREEMENT TO THE DRIVER T&C SHALL OPERATE AS A BINDING AGREEMENT BETWEEN YOU AND OLA IN RESPECT OF THE SERVICES OF THE PORTAL.

Your engagement with OLA to use the services of the Portal are subject to your acceptance of these Driver T&C. OLA reserves the right, at its sole discretion, to change, modify, add or remove these Driver T&C, in part or in whole, at any time, without prior notice to You. It is Your responsibility and duty to check the Driver T&C periodically for changes. Your continued use of the Portal following the posting of changes will mean that You accept and agree to the changes. As long as You comply with these Driver T&C, OLA grants You a personal, non-exclusive, non-transferable, limited privilege to enter and use the service on the Portal.

DEFINITIONS:

All of the defined and capitalized terms in these Driver T&C will have the meaning assigned to them herein below.

“**Acceptance**” means your affirmative action of clicking on the box against the words “**I Accept**” provided at the end of these Driver T&C, by which action, you unequivocally accept the Driver T&C and any modifications thereof.

“**Account**” refers to the account created by OLA at its sole discretion, for the Driver subsequent to the Driver submitting and OLA verifying the Registration Data

“**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 accepted Service Request.

“**Business Day**” means a day on which banks are open for business.

“**Cancellation Fee**” shall mean the fare payable by the Customer towards cancellation of a Booking made by a Customer.

“**Commercial Term Segment**” shall mean Exhibit B of the Driver T&C, which contains the commercial terms for auto rickshaw cab Service provided by the Drivers.

“**Content**” shall have the meaning given to it in 7.1.

“**Customer**” shall mean such person, who places a Service Request on the Portal and has accepted the Customer Terms of Use and Privacy Policy of the Portals (as applicable).

“**Customer’s Terms of Use**” shall mean the Customer Terms and Conditions as provided on the OLA Portal for availing the Service.

“**Device**” shall mean the device as the Driver owned mobile device meeting the specification requirements of OLA brought by the Driver at the time of Registration for installation of the firmware technology by OLA in order to enable the Driver to perform the Service and only if the context requires, device shall also include the mobile devices provided by OLA to the Driver or the Financed Devices.

“**Driver**” or “**You**” or “**Your**” or “**Yourself**” shall mean an individual, who has an Account with OLA.

“**Auto App**” means the electronic interface on the OLA Portal from where the Driver’s Account is accessible to

the Driver.

“**Driver Proceeds**” shall mean the net amount receivable by the Driver after deduction of OLA’s convenience fee or access fee, if any and such other amounts as may be provided in the Commercial Terms Segment or notified otherwise.

“**Facilitation Agreement**” shall mean the agreement between ANI Technologies Private Limited and any other third party financier e.g. Muthoot Fincorp Limited in relation to the provision of devices to Drivers.

“**Fare**” shall mean the amount as reflected in the pre-installed government approved meter after the completion of the Service or amount as reflected in the private auto rickshaw meter i.e., the Device/OLA Device/Financed Device, wherever applicable.

“**Force Majeure**” shall have the meaning given to in Clause 16.4.

“**Financed Device**” shall mean a device provided and financed by any other third party financier to a willing Driver plying on the online platform of OLA as further set out in the Facilitation Agreement read with a Confirmation Letter from the Driver.

“**Information**” shall mean the details furnished by the Driver for registration on the Portal and successful creation of an Account.

“**OLA**” or “**We**” or “**Us**” or “**Our**” shall mean ANI Technologies Private Limited, a company incorporated under the Companies Act 1956, and having its registered office at Regent Insignia, #414, 3rd Floor, 4th Block, 17th Main, 100 Feet Road, Koramangala, Bangalore 560 034, India, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, affiliates and permitted assigns.

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

“**Portal**” shall mean such features of the OLA mobile application owned and controlled by OLA, and other URLs as may be specified by OLA from time to time, on which Drivers are permitted to provide Service.

“**Posted Content**” shall have the meaning given to in Clause 7.7.

“**Service**” means the service of picking a Customer from the pick-up point as prompted on the Device/OLA Device and dropping the Customer at the drop point entered by the Customer at the time of placing his / her Service Request and accepted by the Driver.

“**Service Fee**” shall mean the Fare and Convenience Fee or Access Fee.

“**Service Request**” means a request placed by the Customer on the Portal to avail the auto rickshaw Service offered by the Driver.

“**OLA Policies**” means the “Privacy Policy” & such other policies (including any amendments thereof), which OLA may issue and make applicable to Driver from time to time and make available to the Driver on the Driver’s request.

“**Term**” means the period commencing from the date of acceptance of the Driver T&C by the Driver up to the date of termination of the Driver T&C.

“**Terms and Conditions**” or “**Driver T&C**” refers to these Driver T&C, as may be amended from time to time.

“**Total Ride Fare**” shall mean the total amount payable by a Customer.

“**Vehicle**” shall mean ‘Motorcabs’ as defined under the Motor Vehicles Act, 1988.

“**Wallet**” shall mean the prepaid payment instruments available for payments in the OLA Portal.

“**Zero Tolerance Policy**” shall mean the policy of OLA as detailed under the Exhibit A to these Driver T&C, as may be amended from time to time.

- **APPLICABILITY OF DRIVER T&C**

These Driver T&C together with the, Commercial Term Segment (Exhibit B), Zero Tolerance Policy, OLA Policies, shall be deemed to be incorporated by reference into these Driver T&C and shall form the complete understanding between the Parties. By accepting the Driver T&C, You acknowledge and agree to the Commercial Term Segment, OLA Policies and any other policy that OLA makes applicable to You from time to time, to the fullest extent possible. Additionally, You hereby understand and consent to the collection, storage and sharing of Aadhaar card and any information extracted therefrom with Third Party Vendors and/or Government Authorities, for the process of onboarding and background verification.

- **SCOPE OF SERVICES**

- You agree that OLA's role is limited to being a market place solely for managing and operating the Portal for the display of the Service in the manner decided by OLA unilaterally, payment collection through cash, or Wallet to facilitate the transactions between You and the Customers. Accordingly, OLA is merely an intermediary providing online marketplace services and the Portal is only a platform where You shall offer Service to the Customers. The contract for availing the Service shall be a contract solely between You and the Customer. At no time shall OLA have any obligations or liabilities in respect of such contract.
- The Driver confirms and undertakes that OLA does not own or in any way control the Vehicle used by a Driver rendering the said Service to the Customer. OLA shall not be held liable or responsible in any manner whatsoever for any insufficiency or deficiency of the Service rendered by the Driver to the Customer. OLA does not make any representations or warranties regarding the quality of the Service provided by You.

- **SERVICE REQUESTS**

- Booking shall be accepted by the Driver on the Device, OLA Device or the Financed Device or in such other manner as may be agreed between the Driver and OLA from time to time.
- The Driver shall duly complete all Bookings accepted in connection with the Service and promptly notify OLA immediately by means of Auto App / short message service / telephonic calls of any changes / deviations to the Booking, which may affect the provision of the Service.
- In the event the Driver requires any assistance in connection with the Portal, Service Requests, Service etc. therein, he / she should contact the OLA call centre. If the assistance pertains specifically to the Device, OLA Device, Financed Device, Auto App, Portal or anything therein, then such issue may be directed to the call centres of OLA.
- Upon a Service Request being confirmed by the Driver on the Auto App, OLA may provide to the Customer, the picture of the Driver, details of the Vehicle and such other information as OLA may deem fit, required by the Customer to identify the Driver and Vehicle.
- Once a Booking is accepted, OLA will provide the Driver with the necessary Customer information in order to enable the Driver to satisfactorily provide the Service. Such information shall be treated as confidential information in terms of Clause 12 below.

- **COMMUNICATION**

- When You use the Auto App on OLA's Portal or send emails or other data, information or communication to OLA, You agree and understand that You are communicating with OLA through electronic records and You consent to receive communications via electronic records from OLA periodically and as and when required. OLA may communicate with You by email or by such other mode of communications, electronic or otherwise. The obligation remains on You to read any such communication and raise objections, if any.
- You hereby expressly consent to receive communication from OLA through Your registered phone number and/or e-mail ID. You consent to be contacted by OLA via Auto App / phone calls/SMS notifications. You agree that any communication so received by You from OLA will

not amount to spam, unsolicited communication or a violation of Your registration on the 'national do not call registry'.

- By registering with OLA, You hereby agree to (i) provide Information that OLA has a legal duty to request from a Driver on account of the Know Your Customer norms under Applicable Laws including without limitation your Permanent Account Number (PAN); and (ii) undertake due diligence and update Yourself on Applicable Laws that may have implications on Your liability as a Driver.
- You acknowledge and agree that Your Information may be transferred or stored in a server outside India or the country where You are located in order to perform OLA's obligations under these Driver T&C.

- **OBLIGATIONS OF THE DRIVER**

- The Driver shall ensure and confirm that he understands the language of the Portal and shall ensure that he/she chooses the language that he bests understands from amongst the languages that the Portal supports.
- The Service provided through the Portal by the Driver shall be of the highest quality as per industry standards and in accordance with the oral and written requirements of OLA. The Driver shall be liable for any loss caused to OLA and/or the Customer due to negligence of the Driver in the performance of the Service.
- The Driver shall stay informed about conditions such as bandhs, strikes, curfews, traffic disruptions, weather conditions and the like that could affect the Service. The Driver shall, immediately intimate OLA, and disclose any such aforesaid calamity that he may become aware of.
- The Driver shall provide the Service to the Customers in a courteous, effective and timely manner.
- The Driver shall ensure registration of Vehicle at all times and shall hold and keep updated / renewed all licenses, insurance and permits necessary for the use of Vehicle on the Portals.
- The Driver shall not undertake any unlawful or illegal activity while performing Services.
- The Driver shall not allow unauthorized persons to drive the Vehicle and shall ensure that the Vehicle is not in an unsafe condition.
- The Driver shall immediately bring to the notice of OLA any deviation from the provision of the Service/s as required under the terms of these Driver T&C, including but not limited to any accidents, damage to life or property.
- The Driver shall always use the government approved meter for calculation of the Fare. In addition, the Driver shall also use the Device/OLA Device for calculation of the Service Fee (i.e., Fare and Convenience Fee/Access Fee).
- The Driver agrees that any breach of the Driver T&C by him/her is likely to cause OLA substantial and irrevocable 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. The consequences of any such breach may extend to, but not be limited to, the terms of the Zero Tolerance Policy and any other policy that OLA may introduce and/or amend from time to time.
- The Driver shall ensure that insurance including without limitation third party insurance of Vehicles and such other insurance as may be required by Applicable Law is obtained and always maintained, and the Customer and/or OLA shall not be liable for taking insurance or paying premium thereof in respect of the Vehicle or any liability arising out of plying of such Vehicle.
- The Driver shall ensure that he is not using the OLA Device or the Financed Device for any

purpose other than for providing Service in the manner provided under these Driver T&C. The Driver shall ensure that the OLA Device or the Financed Device is not busy for long, unavailable or switched off while the Vehicle is being plied on the Portal. The Driver shall ensure that the OLA Device or the Financed Device shall be used for no other similar commercial purpose as that of OLA and the OLA Portal.

- On receipt of an Ola Device or a Financed Device, Driver shall ensure that he/she actively works on the Ola platform, accepts bookings and conducts the business for which such Ola Device or Financed Device has been obtained by the Driver.
- On allotment of Booking in response to a Service Request, the Driver taking up a Booking in response to a Service Request, the Driver shall ensure that the Vehicle arrives prior to the pick-up time.
- The Driver shall ensure that the Customer pays the Service Fee as well as additional surcharge (if applicable) and any fee or levy presently payable or hereinafter imposed by Applicable Law. In the event, the Customer pays by cash for the Services, the Driver shall collect the Service Fee and remit the Cancellation Fee (if any), to OLA in the manner solely determined by OLA.
- The Driver will have a functioning mobile number and also have the ability to read text messages sent by OLA, regarding the Customer details and to convey Customer feedback. The Driver shall be solely responsible for reading and acting upon any instructions sent by text messages on his registered mobile number.
- In the event any Customer leaves his/her property in the Vehicle, the same shall not be pilfered or tampered with by the Driver and shall be reported immediately by the Driver directly to OLA. In the event the Driver pilfers or tampers with the property of the Customer, the Driver shall be solely liable for any damages claimed by the Customer and OLA may at its sole discretion terminate the Driver's registration and disable the Driver's access to the Portal. OLA shall in no event be liable for loss of or damage caused to the property of the Customer.
- Driver hereby acknowledges and agrees that OLA shall alone be responsible for settling any payment related issues between Customer and Driver. In case of any conflict, the Driver shall seek instructions from OLA. The Driver agrees that the decision taken by OLA shall be final and binding on the Driver in the aforesaid case.
- The Driver shall make himself/ herself available for such trainings as OLA may be required to organize pursuant to Applicable Law or as OLA may deem necessary.
- The Vehicle shall be the sole responsibility of the Drivers and the Driver shall be liable or responsible for any loss or damage to the Vehicle caused by a Customer or any other third party for any reason whatsoever.
- The Driver shall not drive rashly, shall follow traffic regulations and all Applicable Laws during the performance of the Services, wear seat belt, not consume liquor / cigarette / bidi, or any other kind of intoxicant while performing the Service(s) and shall have and hold a valid driving license and registration/insurance papers for the Vehicle at all times. The Driver shall not take any personal calls except in the event of an emergency, without prejudicing the safety of the Vehicle and the Customer. Driver shall take all calls from the Customer and OLA only after stopping the Vehicle at an appropriate location to take the call, without being a hindrance to the traffic around him or without violating any traffic rules.
- Any cancellation of the allotted Booking is prohibited except in exceptional circumstances based on a justifiable explanation provided by the Driver. The Driver shall immediately inform OLA in case of any cancellation or refusal of allotted Booking. Further, the Driver hereby agrees such cancellation or refusal to provide Service may, lead to a deduction in form of withholding of part or whole of the Driver Proceeds.
- The Driver agrees that the costs associated with the maintenance of the Vehicle shall be borne by the Driver.

- The Driver shall be solely responsible and liable for:
 - any failure to complete a Service Request accepted by the Driver;
 - any failure to pick up Customer(s) at the allotted time and/or place;
 - any act or omission on the part of its Drivers including any rash and negligent driving, verbal, physical or harassment of any nature;
 - any violation or non-adherence to the Applicable Law by the Driver;
 - any nuisance or damage caused to the property of OLA by the Driver or any misbehavior with OLA representatives; misbehaviour shall include within its purview using abusive language, causing physical harm and making indecent gestures;
 - any physical and/or mortal danger caused to the Customers whilst using or in connection with the Service;
 - any delay of more than 10 (ten) minutes caused to the Customer(s);and
 - charging excess amounts from the Customer over and above Total Ride Fare.

- The Driver, shall not, either directly or indirectly:
 - engage in any conduct that damages the reputation or causes inconvenience in any manner, to OLA; or be the reason for OLA to be a part of any negative publicity, including but limited to, sharing any communication from OLA in any form whatsoever, including but not limited to any confidential or privileged information. Provided that, the Driver shall not liable if such information is shared pursuant to or in connection with the operation of any applicable law or regulation.

- The Driver hereby agrees that any complaint/s by Customers regarding the Vehicle or Driver will be considered to be a breach of the obligations by the Driver hereunder for which OLA shall not be responsible in any manner. If there is any serious complaint regarding any particular Vehicle and/or Driver, OLA may, in its sole discretion, immediately terminate the Account of such Driver, by providing a notice to Driver to this effect.

- Driver will maintain all relevant books, records and accounts relating to the Services provided by Driver and payments collected. Upon reasonable notice, Ola may audit, or may appoint a qualified independent auditor to audit, the books and records of the Driver to verify the accuracy of the amount of payments collected by the Driver. If such audit reveals any discrepancies with respect to the payment collected and submitted to Ola, then in addition to Ola retaining the right to exercise other remedies, may require the Driver to promptly pay Ola an amount equal to the discrepancy and may ask for an additional amount as fine from the Driver. The audits will be conducted at Ola's expense; provided, however, that if the audit reveals an underpayment by the Driver with respect to collection and submission of payments to Ola in excess of 5% (five percent), then Driver, in addition to payment obligations described above, will promptly reimburse Ola for all reasonable, third party audit fees.

- **DEVICE**
 - **Non-OLA Device:** For registration on the Auto App, the Driver may bring his own Non-OLA Device, of such model and functionality as may be specified and notified by OLA to the Driver ("**Non-OLA Device**"). In such event OLA will assist the Driver in installing the Auto App in the Non-OLA Device brought by the Driver after OLA verifies that the Non-OLA Device meets the requirements and specifications as required by OLA. OLA shall also instruct the Driver in the use of the Non-OLA Device in respect of the Auto App and Portal, if required. If the Non-OLA Device is stolen, the Driver shall ensure that the Auto App and his Account is immediately blocked, suspended or deactivated.
 - The Driver shall not use the Non-OLA Device or the Financed Device for any illegal or unlawful purposes and shall use the Non-OLA Device or the Financed Device solely in accordance with the terms of this Agreement. The Driver shall solely be responsible and liable for any violations of law committed by the Driver, misuse of the Non-OLA Device or the Financed Device, and/or misuse of the sim card, with the Non-OLA Device or the Financed Device.
 - In the event the Auto App or Portal is not functioning properly on the Non-OLA Device or the

Financed Device, the Driver shall immediately deposit the Non-OLA Device or the Financed Device only at OLA's designated offices for any malfunctions with the Auto App and Portal and compatibility of the Non-OLA Device or the Financed Device with the Auto App and Portal.

- If the Non-OLA Device is damaged and is not repairable due to any act or omission of the Driver, the Driver shall immediately approach only OLA's designated offices with a new Non-OLA Device for installation of the Auto App on the new Non-OLA Device. In this connection, OLA may charge such fees as may be determined by OLA for re-installation of the Auto App in the Non-OLA Device. Additionally, the Driver may also request OLA to provide an OLA Device, as set out in clause 6.5 below. If the Driver is unable to bring a new Non-OLA Device or obtain an OLA Device in accordance with clause 6.5 below, OLA shall be entitled to terminate these Driver T&C along with the Exhibits with immediate effect.
- **OLA Device:** For registration on the Auto App, if the Driver does not have a Non-OLA Device, OLA will provide its own device, of such model and functionality and on such payment terms as may be notified by OLA ("**OLA Device**"), including a non-refundable security deposit, determined at the sole discretion of OLA. In such event OLA will assist the Driver in installing the Auto App in the OLA Device provided by OLA. OLA shall also instruct the Driver in the use of the OLA Device in respect of the Auto App and Portal, if required. For the OLA Device provided by OLA, You shall provide an acknowledgement for receipt of OLA Device in the form as set out as **Exhibit D**.
- The Driver shall not use the OLA Device for any illegal or unlawful purposes and shall use the OLA Device solely for purposes and in accordance with these Driver T&C and any other policies which form part of the agreement under Clause 16.1. The Driver shall solely be responsible and liable for any violations of law committed by the Driver, misuse of the OLA Device, misuse of the sim card provided, if any, with the OLA Device.
- The Driver shall ensure that the OLA Device is maintained in his possession in a proper manner. OLA may, at its sole discretion, charge such amounts as may be determined by OLA, as a non-interest bearing and non-refundable security deposit for the OLA Device provided to the Driver and provide an acknowledgment for receipt of such security deposit.
- In the event the OLA Device is not functioning properly, the Driver shall deposit the OLA Device only at OLA's designated office for checking the OLA Device for any malfunctions. If the Device is damaged and is not repairable due to any act or omission of the Driver, the Driver shall pay OLA an amount as deemed fit by OLA. Upon payment of the foregoing amount, OLA shall provide the Driver with a new OLA Device. If the Driver is unable to pay the amounts specified by OLA, the Driver shall return the damaged OLA Device and OLA shall be entitled to terminate the Agreement with immediate effect, with costs where applicable.
- In the event the OLA Device is lost by the Driver, the Driver shall forthwith file an FIR in the police station within the jurisdiction and submit the FIR copy along with the amount specified by OLA in to OLA for a new OLA Device.
- Upon termination of this Agreement or deactivation of your Account, the Driver shall immediately return the OLA Device(s) and in any event not later than ten (10) days from the date of such termination or deactivation.

IT IS HEREBY EXPRESSLY CLARIFIED THAT FOR THE DEVICES ALREADY ISSUED TO THE DRIVER BY OLA, THE DRIVER SHALL COMPLY WITH THE PROVISIONS OF CLAUSES 6.5 THROUGH 6.10 THESE DRIVER T&C.

- **LICENSE, PROPRIETARY RIGHTS AND CONTENTS POSTED ON MOBILE APPLICATION**
 - **License Grant:** Subject to the terms and conditions of this Agreement, OLA hereby grants the Driver a limited, non-exclusive, non-transferable, non-sub licensable, non-assignable license, during the term of the Driver T&C, to the Auto App on the Portal of OLA solely for the purpose of providing Services to the Portal users and also for settlement of Fees between OLA

and the Driver. All rights not expressly granted to the Driver are reserved by OLA.

- Ownership. The Portal, Auto App and Confidential Information, including but not limited to all intellectual property rights such as company name, logos, product and service names, trademarks, services marks or other indicia of ownership (“**OLA Intellectual Property**”), shall remain (as between the Driver and OLA) the property of OLA. Neither these Driver T&C along with any Exhibits nor the Driver’s use of the Portal and Auto App conveys or grants to the Driver any rights: (a) in or related to the Portal and Auto App, except for the limited license granted above; or (b) to use or reference in any manner OLA’s Intellectual Property.
- The Driver agrees that he/she shall not reproduce, transcribe or make any copies of the OLA Intellectual Property, in any form or manner and not copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such OLA Intellectual Property.
- All text, graphics, user 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 Portal is owned, controlled or licensed by or to Ola and is protected under the Applicable Law.
- Except as expressly provided in these Driver T&C, the Driver shall not:
 - 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 Portal, or any portion thereof;
 - Breach, disable, tamper with, or develop or use (or attempt) any workaround for any security measure provided in the Portal;
 - Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights;
 - Store material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;
 - Use the Portal in a way that infringes or misappropriates a third party’s intellectual property rights or personal rights;
 - Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Portal or any activities conducted on the OLA’s servers;
 - Copy, sell, sub-license or assign the Portal, and its rights under these Driver T&C, without the prior written consent of OLA;
 - Distribute, disclose or allow use of the Portal by any third party in any format, through any timesharing service, service bureau, network or by any other means; or
 - Merge or combine the Portal with any other technology not provided by OLA.
- You may use information on the Portal purposely made available by OLA for downloading from the Portal, provided that You:
 - do not remove any proprietary notice language in all copies of such documents; or
 - use such information only for Your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or
 - make no modifications to any such information; or
 - do not make any additional representations or warranties relating to such documents.
- 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 Portal (“**Posted Content**”). Such Posted Content will become OLA’s property and You grant OLA the worldwide, perpetual and transferable rights in such Posted Content. OLA shall be entitled to, use the Posted Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include Posted Content. You agree that any Posted Content may be used by OLA in the manner that OLA deems fit, consistent with Applicable Laws and You are not entitled to any payment or other compensation for such use of Posted Content by OLA. OLA will use such information in accordance with the Driver T&C including any OLA Policies. You hereby represent and warrant that You have necessary rights to all the Posted Content and information You provide and are authorized to provide such Posted Content and information for the Portal. Notwithstanding anything contained in this Section, You shall be solely responsible for the Posted Content on the Portal.

- **OLA’S RESERVED RIGHTS**

- OLA may, upon notice to the Driver, delist or remove the Information pertaining to the Driver from the Portal.
- OLA may in its sole and absolute discretion reduce/cancel any allocated work to the Driver including Service Requests in the event of the Driver’s failure to provide the Service to the satisfaction of OLA.
- OLA may, subject to reasonable notice to the Driver, initiate legal proceedings in case of any breach of, inter-alia, Driver T&C in relation to usage or non-usage of the Device and any facilities provided pursuant or connection with the engagement of the Driver, including but not limited to the OLA Policies.

- **PRIVACY TERMS**

- OLA stores and processes Your Information, including any sensitive financial information, in accordance with the Information Technology Act, 2000 and the Rules made there under as well as the Privacy Policy of OLA as will be notified to you via Auto App / text message and/ or e-mail or any other mode determined by OLA from time to time. If You object to Your Information being used in the manner prescribed by law or under OLA’s Privacy Policy, please refrain from continuing to use and registering on the Portal.
- OLA reserves the right to access its Portal and/or the OLA Device to enable it to gather relevant information, connected to or in relation to, OLA’s business purposes and pursuant to its ownership of the OLA Device, or as applicable, the Financed Device, and its Portal. OLA undertakes to use such information or content gathered, solely, for protecting its business or protection of the OLA Device or the Financed Device where applicable and in accordance with law. By agreeing to these T&C, the Driver consents to allow OLA the right to obtain such relevant information from the OLA App/Portal.
- Notwithstanding the foregoing, OLA shall be entitled to disclose to all companies within its group, or any government body as may be required by law or by any official directive or request from such government body or any third party through a court process or other official agency, the particulars of Drivers providing Services, in any way as OLA, in its absolute discretion, deems fit or if it considers it in its interests to do so.

- **REPRESENTATIONS AND WARRANTIES**

- You represent and warrant that:
 - You are eligible for registration on the Portal and creation of an Account in terms of these Driver T&C.
 - You have all requisite power and authority to, deliver and perform the obligations imposed herein;
 - The execution and performance of the obligations do not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement to which You are a party;
 - You are the rightful owner of the Vehicle or have the requisite authority or assignment to drive the

Vehicle and there are no restrictions with respect to the use of the Vehicle that will hinder You from the performance of the Services;

- You have all right, licenses and permits as may be required by Applicable Laws to perform the Service in accordance with the terms of these Driver T&C. The Driver hereby represents that he shall maintain and continue to maintain all local licenses, permits, approvals and consents in respect the Vehicle. The Driver shall alone be responsible and liable for any violation of any law, rule or regulation in the performance of its obligations under these Driver T&C.
- You have not been convicted by any court in India or any other country of any crimes including but not limited to involving moral turpitude. Further, You are not a party to any pending litigation which shall materially affect Your obligations under these Driver T&C.

- You undertake that, at all times during the Term, You will:
 - abide by these Driver T&C, Zero Tolerance Policy and the OLA Policies, as may be made applicable to You from time to time;
 - perform the Service/(s) in accordance with all Applicable Laws;
 - not violate the intellectual property rights of any third party and for any breach or violation of such intellectual property rights,
 - be solely responsible 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 Customer or any other third parties.

- **DISCLAIMER**

- You understand and acknowledge that OLA disclaims and shall disclaim all representations and warranties to the Customer, of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness for any purposes in respect of any and all Vehicles of the Driver that are used by the Customers as a part of the Service offered by the Driver through the Portal.
- OLA does not warrant that You will be able to use the Portal and/ or will be able to provide the Service/(s) at all times or locations on the Portal or that the Portal and the services provided through the Portal will be uninterrupted or error-free or that the defects will be capable of being corrected by OLA in a timely fashion. OLA's Portal, and all other technology developed and installed on the Non-OLA Device by OLA are provided on an "AS IS" and "AS AVAILABLE" basis and OLA specifically disclaims all warranties and indemnities, express, implied or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, accuracy, completeness, or any other warranty arising from the course of performance or course of dealing. OLA also does not provide any warranties as regards the compatibility of OLA's installed technology with the Non-OLA Device of the Driver and the results as well as performance of the Portal may vary depending on the model of the Non-OLA Device.

- **CONFIDENTIALITY**

- You acknowledge that pursuant to this Driver T&C, You will have access to confidential information of OLA and its affiliates which has been provided by OLA. You 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.
- Except as otherwise agreed, the data of Customers will be the exclusive property of OLA, and You will not use the same for Your own purpose or distribute such data in any form or means except for the purpose of these Driver T&C and shall keep it confidential at all times. Confidential information would include but not be limited to Customer details, market information, all work products and documents related thereto, the contents of the Portal or any other information which is treated as confidential by OLA, and any other information, whether oral or in writing, received or to be received by You which is agreed to be treated as confidential, whether expressly or by implication.

- **INDEMNIFICATION AND LIMITATION OF LIABILITY**

- You 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 by You of the Your obligations, performance or observance of Your role, functions, responsibilities, representations, or warranties under the Driver T&C; (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 these Driver T&C; (v) Driver's misconduct or unauthorized access to data on the Portal or permitting in any way by the Driver the transfer of such data to the competitors of OLA or its affiliates; and (vii) fraud, negligence and misconduct of the Driver.
- You 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 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 for breach of contract where time is of essence.
- In no event will OLA be liable for any losses arising from or in connection with these Driver T&C, pursuant to any claim by the Driver against OLA under contract, tort or otherwise, if such losses could have been avoided by the Driver using reasonable efforts to mitigate them. Further, OLA shall also not be liable to the Driver in contract, tort or otherwise for indirect, special, incidental, exemplary, punitive, or consequential damages of any kind whatsoever even if advised of the possibility of such damages. Notwithstanding anything contrary contained elsewhere in the Agreement, the total cumulative liability of OLA to the Driver or to any person claiming under or through it, shall not exceed INR 1000/- (Rupees One Thousand only).
- OLA shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Driver arising out of the use of the service offered by OLA to the Driver directly or indirectly, for any reason whatsoever, including but not limited to damage or loss caused to You as a result of a Customer's non-compliance, which includes, but is not limited to, any incorrectly placed voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or telecommunications system or other circumstances whether or not beyond the control of OLA or any person or any organization involved in the above mentioned systems. The Driver shall also be liable to OLA for any loss caused to OLA due to the negligence of Driver or any unlawful act or omission in the performance of the Service. Without prejudice to the above, OLA shall not be liable for any direct or indirect loss or damage, which may be suffered by the Driver as a result of any failure by a Customer to show up within any stipulated time even if OLA has agreed to such timing or even if the Customer has advised OLA of the possibility that he / she may not show up within the stipulated time.
- **TERMINATION OF DRIVER REGISTRATION**
 - The Parties to these Driver T&C shall be entitled to terminate these Driver T&C with a prior written notice of 7 (seven) Business Days to the other Party without assigning any reason for the termination.
 - The Parties to these Driver T&C shall be entitled to terminate these Driver T&C for any breach of any obligations, representations or warranties, or any other material terms as contained in this Driver T&C by a Party which is not the Party proposing to terminate the Driver T&C at the end of 5 (five) days from the intimation of such breach to the breaching Party, if such breach is not rectified within 5 (five) days.
 - Upon termination of these Driver T&C in the manner set out in Clause 14.1 and 14.2 above, the registration of the Driver on the Portal shall stand cancelled and the Account shall be terminated and the Driver shall not be eligible to ply his Vehicle on the Portal.

- Upon the expiry or early termination of these Driver T&C:
 - The Driver shall pay to OLA all amounts due and owing to OLA.
 - On the termination of Your registration, OLA will settle the Driver Proceeds which have become due to You on account of the Service to the Customers through the Portal and for other activities agreed under the Driver T&C, prior to the date of termination.
 - Each Party shall promptly return to the other Party all property and materials, including confidential information and materials, furnished to it by the other Party pursuant to these Driver T&C. Where the confidential information cannot be returned in material form, the Party shall destroy the other Party's confidential information.
 - The Parties shall cease acting in a manner that would imply a continuing relationship between the Parties and shall cease all marketing and other activities contemplated under these Driver T&C. In connection with the marketing activities, on termination or expiration of the Driver T&C, the Driver shall ensure that OLA branding affixed / displayed on the Vehicle and / or any other branding affixed / displayed on the Vehicle (as directed by OLA and mutually agreed between the Parties), if any, shall be immediately removed. If the Driver is unable to remove the branding himself, Driver shall promptly approach OLA's nearest office for removal of the branding. OLA disclaims all liabilities, whether civil, criminal, tortious, or otherwise, that may accrue as a consequence of continued use of any branding by the Driver after expiry or termination of the Driver T&C.
 - Clauses 7 (License, Proprietary Rights and Contents Posted on Mobile Application), Ola's Reserved Rights (Clause 8.3), 9 (Privacy Terms), 11 (Disclaimer), 12 (Confidentiality), 13 (Indemnification and Limitation of Liability), 14 (Termination of Driver Registration) and 15 (Dispute Resolution, Governing Law and Jurisdiction) shall survive the expiry/termination of these Driver T&C in accordance with their terms.
 - Expiry or earlier termination of this Agreement will not prejudice any rights of the Parties that may have accrued prior to expiry or termination.
 - Without prejudice to the foregoing, the termination of Your registration pursuant to any of the provisions contained herein above shall not limit or otherwise affect any other remedy (including a claim for damages), which OLA may have, arising out of the event which gave rise to the right of termination.
- **DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**
 - If any dispute arises between the Driver and OLA, in connection with, or arising out of, these Driver T&C, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by OLA. 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.
 - Subject to the foregoing, the courts of Bangalore shall have the exclusive jurisdiction in connection with this Agreement.
 - These Driver T&C shall be governed by and construed in accordance with the laws of India.
- **MISCELLANEOUS**
 - **Entire Agreement:** The Parties hereby agree that these Driver T&C along with the Exhibits, Commercial Term Segment, OLA Policies, Zero Tolerance Policy and any other policy that OLA notifies to the Driver from time to time shall constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the parties with respect to the subject matter of this Agreement. In the event of any contradiction or inconsistency between the Driver T&C and any other agreement executed between the parties, the terms of the Driver T&C shall prevail unless the exception has been expressly agreed to in writing by making reference to the relevant Clause sought to be modified under these Driver T&C.
 - **Independent Contractor Status:** The relationship created by Driver T&C is that of independent contractors, and not drivers, 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. The Driver shall not be deemed for any purpose to be an employee of OLA or any of its Affiliates. OLA shall not be responsible to the Driver or any governing body for any payroll-related taxes related 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.

- **Assignment:** Neither these Driver T&C 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 whatsoever.
- **Force Majeure:** Any delay in or failure to perform any obligations by either party under the Driver T&C 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.
- **Notices:** Any notices, requests and other communications required or permitted hereunder shall be in writing and may be sent by any of the following means to the receiving Party at the relevant addresses set forth in these Driver T&C:

By electronic mail. For the purposes of this sub-clause the Parties’ electronic mail addresses shall be the following, unless otherwise intimated by the Parties to each other,

OLA:support@olacabs.com;

Driver: (As Per the Records submitted by the driver, while attachment of Vehicle.)

By SMS send to mobile number at:

Driver: (As Per the Records submitted by the driver, while attachment of Vehicle.)

By hand, against a written acknowledgement of receipt by the receiving Party.

By registered mail:

OLA: Regent Insignia, #414, 3rd Floor, 4th Block, 17th Main, 100 Feet Road, Koramangala, Bangalore – 560034;

Driver: (As Per the Records submitted by the driver, while attachment of Vehicle.)

In the event the delivery of the notice is attempted to be made at all the contact addresses provided by the party, the notice shall be deemed delivered on the third day from the date of the notice.

- **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.
- **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.

- **Amendment:** These Driver T&C may be modified or amended by OLA at its sole and absolute discretion.

Exhibit A
ZERO TOLERANCE POLICY

Driver will strictly follow this ZERO TOLERANCE policy which shall be subject to change and any changes shall be intimated to the Driver from time to time via SMS or e-mail.

Sr. #	Breach Cases	Breach/Fine Consequences
•	Asking for tips: Driver shall not Proactively ask for 'tips' from the Customer. Driver shall not hassle the Customer for change.	AS INFORMED BY OLA FROM TIME TO TIME
•	Wasting Customer's Time: Driver shall not stop the Vehicle for filling fuel in between the journey. Driver shall not make any Personal stops during the journey.	
•	Personal hygiene: Driver shall wear neat Ola cabs uniform & badge (if provided by ANI Technologies Private Limited) at all times during duty hour. Driver shall maintain personal hygiene.	

<ul style="list-style-type: none"> • 	<p>Customer Service: Driver shall greet Customers both at pick up and drop. Driver shall manage the luggage (both at pick-up and drop point). Driver shall ensure that vehicle's AC is turned on before Customer sits in the Vehicle</p>	
<ul style="list-style-type: none"> • 	<p>Vehicle Cleanliness: Driver shall keep the Vehicle and dashboard clean. Driver shall make the Vehicle available for field audit within 2 days' time period from such breach. Till then no bookings shall be provided and the Vehicle will be blocked from the device.</p>	
<ul style="list-style-type: none"> • 	<p>Disturbing Customer: Driver shall not play loud music (above mid-level of the stereo) or music through any kind of earphone device. Driver shall not unnecessarily blow horn. Driver shall not proactively engage into a personal conversation with the Customer and shall not resort to any kind of unpleasant behaviour with Customers.</p>	
<ul style="list-style-type: none"> • 	<p>No Smoking/Tobacco/Pan/Masala/Food Item: Driver shall not smoke inside the Vehicle. Driver shall not chew any masala or chewing gum or any other food item while a ride is in progress.</p>	
<ul style="list-style-type: none"> • 	<p>The Driver shall ensure that he has adequate change with him so that at all times he is in the position to return the balance amount to the Customer.</p>	
<ul style="list-style-type: none"> • 	<p>The Driver should not make any fake calls or give any missed calls to the Customer's contact number. The Driver should only give a call to the Customer informing the Customer about the arrival of the Vehicle at the destination. Driver shall not make unwarranted use of the Customer contact details after the customer has been dropped at the destination.</p>	
<ul style="list-style-type: none"> • 	<p>The Drivers shall be well versed with the routes. The Driver shall not take any long route when there is another short route known to him for reaching the destination. The Drivers are not expected to halt at several places during the journey due to lack of knowledge of the routes.</p>	
<ul style="list-style-type: none"> • 	<p>Delay In Pick – Up: Driver should reach the pickup point (before pick-up time). Driver must intimate the Customer that he has reached at the pick - up location</p>	
<ul style="list-style-type: none"> • 	<p>Driver should keep his mobile 'ON' while he is logged into the OLA Portal and he should receive every call of the Customer. Driver should not make any deliberate attempt to park the Vehicle in 'non-network' area while the Customer is away for his/her personal work.</p>	
<ul style="list-style-type: none"> • 	<p>Vehicle Branding: Ola Sticker, if any, on the Vehicle should not be removed till the Vehicle is active on the Platform</p>	

<ul style="list-style-type: none"> • 	<p>Rude Behaviour with Female Customer: Driver shall not under any circumstance argue with the Customer/use abusive words / raise his voice tone while talking to the Customer. Driver should follow the instructions given by Customer as well as by Olacabs Call Centre.</p>	
<ul style="list-style-type: none"> • 	<p>Mobile Phone Usage: Driver shall not use mobile phones (unless for emergency purposes) while driving. This includes but not limited to SMS, video calls, voice, MMS and downloading. However, this shall not apply in case of calls from Ola representatives and the Customer.</p>	
<ul style="list-style-type: none"> • 	<p>Reporting To Ola : Driver shall not lie about Vehicle's position to the Ola representative. Driver shall not report meter readings incorrectly. Driver shall provide opening and closing readings of the odometer on time as and when such reading is required to be provided by the Ola representatives.</p>	
<ul style="list-style-type: none"> • 	<p>Rash Driving: Driver shall not exceed the speed limit of:</p> <ul style="list-style-type: none"> • 50 Kms per hour within the city; • 60 Kms per hour on state highways; and • 80 Kms per hour on National highways. <p>If any other speed limits prescribed for any road which is lower than the speed limits specified in (i), (ii) and (iii) above, the Driver shall follow the said prescribed lower speed limits. Driver should not apply sudden breaks and should not take sharp turns that may cause inconvenience to the Customer.</p>	
<ul style="list-style-type: none"> • 	<p>Driving License (DL) & Other RTO Documents: While on duty hours with Ola it is mandatory to keep DL and all relevant RTO impacting papers (T-permit, PUC, Insurance, RC, etc.).</p>	
<ul style="list-style-type: none"> • 	<p>While performing the Services, Driver should not sleep in the Vehicle.</p>	
<ul style="list-style-type: none"> • 	<p>Driver shall not reject the booking on his own at the time of allotment under any circumstances (unless permitted by Ola).</p>	
<ul style="list-style-type: none"> • 	<p>Driver shall not reject a booking or a Customer once he has accepted the duty and logged in and shall not switch off his mobile under any circumstances.</p>	
<ul style="list-style-type: none"> • 	<p>Missing luggage: Driver should hand over the luggage or bags to the office, if the Customer has mistakenly left any luggage in his cab or the Driver should call to the Customer and inform him that he has forgotten his belonging in the cabs.</p>	

<ul style="list-style-type: none"> • 	<p>Device Misuse: Driver shall ensure that the Device (as defined in the Driver T&C) shall not be misused in any way. For such violations, the Driver's liability may extend to liquidated damages and/or legal proceedings for breach of Driver T&C</p> <p>For such violations, the Driver's liability may extend to liquidated damages and/or legal proceedings for breach of Driver T&C</p>	
	<p>23 (a) For such violations, the Driver's liability may extend to liquidated damages and/or legal proceedings for breach of Driver T&C</p> <p>For such violations, the Driver's liability may extend to liquidated damages and/or legal proceedings for breach of Driver T&C</p> <p>Driver shall ensure that the OLA Device or the Financed Device is not used for any similar commercial purpose other than as provided for in the Driver T&C, the acknowledgement on receipt of OLA Device, the Confirmation Letter in relation to the Financed Device and other policies introduced and/or amended by OLA from time to time.</p> <p>However, it is open for the Driver to use any other device for purposes of carrying out any commercial activity(ies)</p>	
<ul style="list-style-type: none"> • 	<p>Traffic Rules: Driver shall obey all traffic rules including traffic signals. Driver shall keep all statutory documents (insurance documents, vehicle registration book/card, PUC Certificate, etc.) at all times. Driver shall wear seat belt all the time while driving.</p>	
<ul style="list-style-type: none"> • 	<p>Driver lying or completing service in bad-faith: Driver should follow the best and shortest possible route to reach the destination. Driver should not misrepresent or misguide the routes or duty slips to increase the fare.</p>	
<ul style="list-style-type: none"> • 	<p>Driver shall not consume/intake or be under the influence of alcohol or narcotic substances while logged into the OLA Portal.</p>	
<ul style="list-style-type: none"> • 	<p>Abusive or discriminatory Driver: Driver should not do anything like abusing the Customer, talking to Customer or any such behaviour which shall make the Customer feel uncomfortable during journey. Driver should not discriminate against Customer for any reason, including on the basis of sex, race, caste, creed, religion, disability or nationality.</p>	

•	<p>Rude behaviour/ Customer inconvenience: Driver should not ask the Customer to get down from his vehicle in the middle of the journey even if any misunderstanding or verbal fights happen between the Customer and the Driver. If his Vehicle gets breakdown he himself should call the Ola office and make arrangement for another vehicle at any cost for the Customer and drop the Customer to the drop location.</p>	
•	<p>Extra Ordinary Circumstances: Any instance of Driver's behaviour that directly or indirectly impacts the Company's "Brand Image".</p>	
•	<p>Maximum Weight Never load the vehicle above the manufacturer's maximum specified weight.</p>	
•	<p>Medically Fit Never drive the vehicle if medical conditions will impact the driving.</p>	
•	<p>Unauthorized Goods or Persons Not carry any unauthorized goods or persons till the completion of the Ride.</p>	

Exhibit B Commercial Terms Segment

In addition to the definitions, above:

“**Operator Minimum Bill**” shall mean the minimum amount, per completed ride, payable to the Driver, as per minimum fare prescribed;

“**Cost per km**” shall mean an additional amount, over and above the Operator Minimum Bill, that may be paid to the Driver at OLA's sole discretion;

“**Wait Time Cost**” shall mean an additional amount, over and above the Operator Minimum Bill, that may be paid to the Driver at OLA's sole discretion;

“**Trip Time Cost**” shall mean an additional amount, over and above the Operator Minimum Bill, that may be paid to the Driver at OLA's sole discretion;

“**Convenience Fee**”/“**Access Fee**” shall mean the fee payable by the Customer to Ola for the Service i.e., for availing the technology services offered by Ola, door to door service, wi-fi access, customer support and cashless payment options. Convenience Fee shall be chargeable on every booking made through the Site. The Convenience Fee shall be exclusive of all applicable taxes on the Convenience Fee, if any;

“**Operator Commission Fee**” shall mean the pre-determined fee payable by the Driver to OLA for facilitation of business i.e. obtaining bookings, on his behalf by OLA;

“**Platform Fee**” shall mean:

- in case of OLA Device, the non-refundable fee charged to the Driver, at OLA's sole discretion, for use of the Platform, maintenance of Device, OLA support, SIM/Data Fee and so on.
- in relation to Non-Ola Device, at OLA's sole discretion, the non-refundable fee charged to the Driver for OLA support and SIM/Data provision and so on.

Terms and Conditions

- All payments due to the Driver shall be made through NEFT/RTGS etc., as mutually agreed from time to time.

- You authorize OLA to make deductions from the Driver Proceeds which includes the following:
- Tax Deduction at Source (TDS) as per the Income Tax Act, 1961, where applicable;
- service tax and other applicable taxes; and
- and any other amounts due and payable by the Auto Driver to OLA as per applicable law.
- The terms in this Commercial Terms Segment are subject to change and will be communicated to the Driver via SMS/call to registered mobile number.
- The Driver hereby agrees that discounts/convenience fee given/charged to the users of the Portal, if any, will be decided by OLA on a case-to-case basis and is at the sole discretion of OLA and subject to change.
- In the event a Driver returns the OLA Device, then subject to provisions of the these Driver T&C and the acknowledgement, OLA will not return the security deposit (charged at the time of giving the OLA Device to the Driver and determined at OLA's sole discretion).
- OLA reserves the right to change the rates and payment terms between the Driver and OLA as mentioned in this Commercial Term Segment at any given point in time, which shall be notified to the Driver.
- Credit Limit: The Driver shall be allowed an amount of Rs. [500] as the Credit Limit. "**Credit Limit**", which shall mean the allowable outstanding receivables of OLA from the Driver. The Driver shall ensure that the Credit Limit shall not exceed Rs. 500 at any point in time. However, OLA shall at its sole discretion change the allowable Credit Limit for the Drivers from time to time and shall notify the same to the Driver.
- OLA shall notify the Driver as soon as the outstanding approaches Rs. 500. Once, the Credit Limit exceeds the above specified limit, the Account will become inactive without any further notification. The said Vehicle will not be allotted any further bookings till the Driver pays the outstanding amount exceeding the specified Credit Limit. The Driver can pay the outstanding amount via cash, cheque or NEFT. In the event, the Driver does not pay the outstanding amount; OLA retains the right to initiate legal proceedings to recover the same.
- Settlement: Pursuant to any settlement ("**Settlement**") that the Auto Driver is required to make with OLA, under the terms of this Agreement and/or these the Driver T&C, whether for a breach of this Agreement and/or otherwise, OLA shall send a report of the Settlement by short message service (SMS)/email/post, giving full details of the amounts and reasons thereof, forming part of the Settlement, to the Driver. The Driver shall make payment of the amounts mentioned in the Settlement to OLA within 7 (seven) days from the date of receipt of such Settlement details. If the Driver fails or refuses to make payment in respect of such Settlement within such seven 7 (seven) days, OLA shall have the right to recover the balance forthwith from the Driver or initiate legal proceedings in this regard.

Exhibit C

Following are the prices for the devices:

<u>Device Model</u>	<u>Price in INR</u>
Karbonn K9 Smart Yuva 4G	3700
Infocus A1	4368
Intex Aqua Lions 2	4365

The above figures are stated as on 13-03-2018 and are subject to change based on market price and availability. OLA reserves all rights to change the device models/price for new devices without any prior notification.

Exhibit D

ANI TECHNOLOGIES PVT LTD (OLA CABS) DEVICE ACKNOWLEDGEMENT

Date: <Date of Attachment>

Dear Sir,

I <Driver's Full Name>, S/O <Father's Full Name>, having DL <DL Number of the Driver> resident of <Driver's Complete Address including area PIN Code>, and contact number <Driver's Mobile Number Registered with OLA>, hereby acknowledge and confirm that I have received a mobile device from ANI Technology Private Limited ("OLA") on <Date of Attachment>, of the <Manufacturer of the Device> company, having a value of Rs <Value of the Device>, with IMEI number <Primary IMEI Number of the Device> ("Device") for the purpose of attaching the auto <Vehicle Number of the auto being attached with OLA> with OLA and accepting bookings through OLA's mobile application upon the requests made by the customers in conformity with the terms and conditions prescribed by OLA from time to time.

I acknowledge that the device will be used solely for the purpose as set forth above and not for any other purpose whatsoever under any circumstances and will be used in accordance with their terms as set out in the Driver T&C, and such other documents executed between myself and OLA.

As per the above I hereby pay OLA a non-refundable security deposit of Rs _____.

I further acknowledge that the device is the property of ANI Technologies Pvt. Ltd. and I am receiving the device on a temporary basis for the purposes of working on the OLA mobile application. I agree to return the device to ANI Technologies Pvt. Ltd ("OLA") upon request, on termination or otherwise, in sound working condition.

[Driver's Signature]

[Driver's Name]
