

VENDOR AGREEMENT

THIS VENDOR AGREEMENT (the "Agreement") is made as of this 1st day of January, 2025
BY AND BETWEEN:

ONGORIDES MOBILITY PRIVATE LIMITED, a private company limited by shares incorporated in India under the Companies Act, 1956, and having its registered office at [MUMBAI], hereinafter referred to as "ONGORIDES";

AND

Any entity or individual engaging in business with **ONGORIDES MOBILITY PRIVATE LIMITED** under the terms of this Agreement, hereinafter referred to as the "**Vendor**".

ONGORIDES and the Vendor are collectively referred to in this Agreement as the "Parties" and, each, individually, as a "Party".

WHEREAS:

(A) ONGORIDES is an aggregator of car rental and travel services connecting transporters with customers through technology. ONGORIDES facilitates customer bookings (online and offline) through marketing, customer relationship management, and other ancillary services (the "Business").

(B) The Vendor is engaged in providing transportation services, including vehicles and drivers on hire.

(C) ONGORIDES desires to utilize the Vendor's services from time to time, and the Vendor agrees to provide such services to ONGORIDES in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. SERVICES

1.1 ONGORIDES hereby engages the Vendor to provide chauffeur driven car rental services, exclusively to ONGORIDES, in accordance with the terms and conditions provided in this Agreement ("Vendor Services").

1.2 As and when ONGORIDES receives bookings from individuals or corporate customers ("Customers") through various online and offline interfaces, including ONGORIDES's 24X7 booking and support centre, its website www.ONGORIDES.com, ONGORIDES's Corporate Interface, ONGORIDES's Travel Partners' Interface and ONGORIDES's Mobile Interface ("Booking"), ONGORIDES may assign such Booking, at its discretion, to the Vendor. All booking related communication happens through Vendor Interface. The usage of Vendor Interface is mandatory. Notwithstanding anything to the contrary in this Agreement, ONGORIDES will notify the vendor of the booking assignment through this Vendor Interface. In addition to notifying on Vendor Interface, it may or may not notify the Vendor of a Booking by sending an SMS, e-mail, notification on the Vendor Account (as defined below) or through telephone. A notification on Vendor Interface shall be deemed as sufficient notice of the Booking.

1.3 Upon assignment of a Booking, the Vendor shall promptly render the Vendor Services on the date, time and in the manner specified in the Booking.

2. OBLIGATIONS OF THE VENDOR

2.1 The Vendor shall, at its own expense, ensure that (a) the drivers providing the Vendor Services hold valid licenses, at all times, in accordance with applicable laws; (b) the vehicles used for providing Vendor Services are registered and insured in accordance with applicable state laws and the Vendor shall not do or omit to do anything which may or is likely to prejudice any insurance in respect of the vehicles; and (c) it has possession of the vehicles and / or the right to use the vehicles for the purposes contemplated herein, and ensures that the vehicles and its components are maintained in good and working condition; and (d) the drivers shall maintain highest standards of skill, diligence, attention, professional conduct, integrity, honesty and be polite and cordial to the End Customers.

2.2 In the event of any defect in the vehicles or its component parts used by the Vendor in providing the Vendor Services, the Vendor shall, at its own cost, ensure that such defect is repaired, reconditioned, and rectified immediately.

2.3 ONGORIDES shall have the right to examine the condition in which the vehicles used by the Vendor are being maintained, the quality and skill of the drivers provided by the Vendor and

compliance by the Vendor with applicable laws rules and regulations. The Vendor shall provide any information or documents as requested by ONGORIDES in this regard.

2.4 If the Vendor uses any third party contractors and / or sub-contractors for the performance of the Vendor Services, the Vendor shall be fully and solely responsible for the acts of all such third party contractors and / or sub-contractors and shall, at all times, ensure that such third party contractors and / or sub-contractors are in compliance with the terms of this Agreement. ONGORIDES shall not be liable to any sub- contractor of the Vendor in any manner.

2.5 The Vendor shall be responsible and liable for any violation of any law, rule or regulation by itself and its sub-contractors in the performance of its obligations under this Agreement.

2.6 The Vendor shall ensure that the Driver meets the requirements specified in Schedule I and the Vehicle meets the specifications and requirements specified in Schedule II. Failure to meet such requirements will entail penalties as detailed in Schedule III. ONGORIDES reserves the right to claim damages in addition to the penalties.

2.7 The Vendor shall not use the vehicles for any illegal or unlawful purposes. The Vendor shall solely be responsible and liable for any violations of law committed by misuse of the Vehicle or the ONGORIDES's website / platform by the Vendor's employees or its sub-contractors.

2.8 The usage of Driver App is mandatory. This is absolutely needed for customer's safety and security.

3. PAYMENT

3.1 ONGORIDES shall pay to the Vendor an amount as set out in Schedule IV hereto as consideration for the provision of Vendor Services, which may be revised from time to time in writing by ONGORIDES ("Vendor Payment"). ONGORIDES reserves the right to change these rates in Schedule 4 from time to time with prior intimation to the Vendor.

3.2 The Vendor shall submit a hard/soft copy invoice to ONGORIDES, no later than seven (7) working days from the date of providing the Vendor Services in respect of each Booking, along with supporting documents ("Invoice"). ONGORIDES shall pay the Invoice amount to the Vendor at a time as may be mutually agreed amongst the Parties, but no later than forty five (45) days of receipt of the Invoice; provided however that, if ONGORIDES has not received payment from the Customer with respect to a particular Booking, then ONGORIDES shall not pay such portion of the Invoice until it receives the payment from the Customer.

3.3 ONGORIDES shall pay all Invoice amounts net of applicable taxes.

3.4 All the payments to be made by the Company shall be made by cheque drawn in favour of Vendor Name or via ECS transfer to the account as registered with ONGORIDES.

3.5 All payment calculations and statement of account will be as per system defined reports by ONGORIDES. In case of any discrepancy, the Vendor must bring this to the notice of ONGORIDES in writing within 7 days of the following month for transactions of the previous month along with all supporting documents. On failure to bring such discrepancy to ONGORIDES's notice within the said period, the statement of account provided by ONGORIDES will be deemed to be final and binding on both parties. ONGORIDES reserves the right to amend any error it notices within 30 days of the error being noticed.

3.6 The Vendor shall not receive any amounts from the End Customer directly. If the Vendor or their Driver does receive any amounts directly from the End Customer, the entire of such amount shall be deposited with ONGORIDES within 24 hours of the completion of the Booking.

3.7 ONGORIDES shall, at no time be required to make any payments directly to the Drivers.

3.8 The Vendor acknowledges that time is the essence of this Agreement and agrees to forfeit the whole or part of the Vendor Payment as penalty for any breach in providing timely Vendor Services.

3.9 ONGORIDES may withhold or deduct the whole or part of the Invoice in the event the Vendor has failed to abide by the terms of this Agreement.

4. ACCESS TO VENDOR ACCOUNT

The Vendor shall be given a login name and password to access the website www.ongorides.com maintained by ONGORIDES on which the Vendor can track the details of the Booking assigned to it and the Vendor Payment in respect of such Bookings ("Vendor Account").

5. REPRESENTATIONS AND WARRANTIES

The Vendor hereby represents and warrants that:

- (a) It has the capability, expertise, resources and means to competently perform its obligations under this Agreement;
- (b) It has obtained necessary and valid licenses and all other approvals and consents, which shall be kept valid upon due renewals, to permit the drivers to drive the vehicles and to discharge its obligations contemplated herein;
- (c) The vehicles and its component parts are free from defect and are in good and working condition;
- (d) It duly conforms to and acts in accordance with the provisions of applicable laws, rules, regulations, notifications and all other statutory requirements and / or contractual obligations, applicable to the registration, use, operation, maintenance and insurance of the vehicles; the drivers of such vehicles; and the compliance with respect to its employees, agents or contractors;
- (e) It will not assign or otherwise transfer this Agreement or any of its rights and/or obligations under this Agreement whether in whole or in part without the prior written consent of ONGORIDES.
- (f) The Vendor has never been declared insolvent and that there are no insolvency proceedings pending against the Vendor.
- (g) The Vendors staff and drivers have not been convicted by any court in India for any offence punishable with imprisonment or an offence involving moral turpitude, under the laws of India.
- (h) The execution and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any applicable laws or agreements.

6. TERMINATION

6.1 This Agreement shall commence on the Effective Date and shall be valid until terminated in accordance herewith, subject to the Lock-In period as defined in this clause.

6.2 The Parties herein agree that ONGORIDES has incurred sufficient cost in this business engagement and hence, the engagement is deemed active unless explicitly cancelled by ONGORIDES. The Vendor will be notified through Vendor Interface and email of the blocking of the Vendor should there be deficiency in the services provided by the customer or any other disagreement regarding the engagement. This blocking may be temporary or permanent. The Vendor will not be entitled to terminate this Agreement.

6.3 Subject to clause 6.2, this Agreement may be terminated (a) by mutual consent of the Parties in writing; or (b) by either Party by giving the other Party forty five (45) days written notice; or (c) by ONGORIDES, immediately, upon breach of this Agreement by the Vendor.

6.4 Upon termination of the Agreement, the Vendor shall, within ten (10) days, send to ONGORIDES an Invoice with respect to outstanding amounts payable by ONGORIDES, and ONGORIDES shall, upon approval of the Invoice, pay to the Vendor any such unpaid amounts, provided ONGORIDES has received the amounts from the Customers. However, if the Agreement is terminated for breach by Vendor, ONGORIDES shall have the right to withhold payments and set them off against the liabilities resulting from such breach.

6.5 Upon termination of the Agreement, the Vendor shall cease to represent itself as ONGORIDES's Vendor and the Vendor shall remove and cease to use all signs, words, trademarks, logos, trade names and any other representations connected with ONGORIDES and / or the Business, and shall promptly deliver to ONGORIDES all such material in its possession within seven (7) days of the termination

7. INDEMNITY

The Vendor shall indemnify, defend and hold ONGORIDES harmless against all claims, liabilities, losses, damages, costs, actions, expenses of whatever nature which may arise against it as a result of or in connection with any loss, injury (including death) or damage to any persons, including those working for the Vendor, or property, resulting from the non-compliance with the terms of this Agreement.

ONGORIDES shall not be liable to the Vendor for any loss, liabilities, claims, costs, or damages in connection with the vehicles, drivers or other property of the Vendor or any third party hired by the Vendor. The Parties expressly agree that the Vendor shall be solely liable for any loss, liabilities, claims, costs, or damages arising as a result of acts or omissions of any third party contractors and / or sub-contractors of the Vendor.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

8.1 Nothing in this Agreement shall amount to confer upon the Vendor a license of or any other right, interest or title to or in any of the intellectual property rights, including the logo, name, website and concept and the goodwill associated therewith, belonging to ONGORIDES. The Vendor shall not

use any logos, trade names and trademarks or other material of ONGORIDES, without the prior written consent of ONGORIDES.

8.2 The Vendor shall not disclose to a third party or use any information relating to ONGORIDES of any kind or form, including documents, registers, records, data, processes, trade secrets, names of clients, suppliers, agents, vendors, finances of ONGORIDES and any other information, without the prior written consent of ONGORIDES and shall return to ONGORIDES all such materials and property, as and when requested by ONGORIDES.

9. NON-SOLICITATION AND NON-COMPETITION

The Vendor shall not, during the subsistence of this Agreement and for a period of two (2) years after its termination, directly or indirectly, without the prior written consent of ONGORIDES, (i) solicit or attempt to solicit business from the Customers, and (ii) use information or access provided to it by ONGORIDES to reduce the amount of business which any such Customer has done or proposes to do with ONGORIDES.

10. MISCELLANEOUS

10.1 Relationship of Parties. The Vendor acknowledges that it shall be an independent contractor and shall in no event be considered as an employee, agent or partner of ONGORIDES for any purpose, including but not limited to taxes or employee benefits.

10.2 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and assigns.

10.3 Governing Law and Dispute Resolution. This Agreement is governed by the laws in force in India. Any disputes or claims among the Parties arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of a competent courts at Bangalore.

10.4 In the event of any dispute between the Parties in respect of this Agreement, the same shall be resolved by way of arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and any amendment thereto. The arbitration shall be conducted by a sole arbitrator appointed by the Parties. The arbitration shall be in English. The seat of the arbitration shall be Bangalore. The decision of the sole arbitrator shall be final and binding on the Parties

10.5 Survival. Upon the termination of this Agreement, the provisions of Clauses 6.4, 6.5, 7, 8, 9, 10 shall remain in full force and effect.

IN WITNESS WHEREOF, the Vendor acknowledges and agrees that their acceptance of this Agreement through ONGORIDES' digital platform (e.g., by clicking 'I Agree') constitutes a legally binding signature, and the Agreement shall be effective as of the date of such acceptance.

DIGITALLY ACCEPTED BY BOTH THE PARTIES

ONGORIDES MOBILITY PRIVATE LIMITED

AND

Vendor

SCHEDULE I: DRIVER COMPLIANCES

All Drivers while driving, need to carry:	Driving license (Original)
	Safe Card
	Registration Certificate of vehicle (Original)
	Insurance Certificate of vehicle
	Pollution Under Control Certificate (Original)
	Permit and Vehicle Fitness Certificate (Original)
	Taxi Permit
The drivers carry ID Cards which must be displayed in the vehicle at all times and must be visible to the passengers.	
All Drivers should be alert and have good physical / mental state of mind before attempting to drive. No driver shall be under alcoholic influence.	
All Drivers should be medically fit for driving:	6/6 vision without colour blindness
	Should not have any permanent disability, which can affect driving.
All Drivers while driving should not:	Smoke, Eat or Drink
	Undertake distracting conversation or loud music
	Use cellular phone (if making or receiving call is necessary, park your vehicle and talk)
<ul style="list-style-type: none"> • All Drivers to wear clean set of uniform whenever on duty. • The vehicles being provided every day are in serviceable condition and have valid registration and insurance. • Vendor Partner will ensure to their satisfaction that the collection of bio data and pre-employment screening of the antecedents of the driver is carried out. Vendor is responsible for Drivers Police Verification too. Replacement drivers provided to the vehicle have also had their antecedents checked. • Additional persons other than Guest are not allowed in the vehicle. • Drivers should not stop vehicle before the destination for any reason (especially during night hours) • The maximum speed limits should be followed by all drivers as specified by the law prevailing for the itinerary • Drivers are advised not to drive rashly and follow all traffic rules and regulations, failing which penalties can be imposed by ONGORIDES. • ONGORIDES reserves the right to put any driver on duty through the alcohol test by a breath analyser or any other means. • Driver should be well rested before each trip. Vendor Partner shall be held responsible and can be fined for this violation • Drivers to wear seat belts and also ensure that passengers sitting at front seat should also wear the seat belt. • Drivers are to be courteous and follow all ONGORIDES Company guidelines. 	
Vendor Partner will be monitored for productivity on the points are appended below. The business distribution will be solely based on Operational efficiency defined under point (e) below;	Minimum Specification laid down in the Pre-Qualification Requirements in met.
	Compliance Guidelines are strictly adhered to.
	Bills are submitted on time along with requisite documents & supporting
<ul style="list-style-type: none"> • Vehicles reports on time as defined by operations of ONGORIDES which is 15 minutes before the assigned pickup time. 	

SCHEDULE II: Vehicle Compliances

<ul style="list-style-type: none"> The total number of passengers travelling in the car should be in line with the seating capacity of the vehicle. 	
All vehicle to be equipped with the following safety gears:	Fire Extinguishers (1 Kg ABC dry powder type)
	First Aid Box
	Spare standby tire with tool kit
	Seat belts
	Signs inside the vehicle to encourage everyone to wear seatbelts
Any other accessories that ONGORIDES may require from time to time.	
<ul style="list-style-type: none"> All Vehicles should have maintenance record book recordings with all unplanned and planned maintenance being carried out as per the manufacturer specification. Windshield wipers in good working condition shall be present in all the vehicles. Vehicles head and taillights should be clear, clean and in working condition at all time. Drivers should check their vehicles for brakes, lights and wipers etc., in all Duties and should ensure that they are functional and effective. ONGORIDES reserves the right to inspect any vehicle and fine Vendor Partner if vehicle found violating any rules. Vendor Partner agrees to provide the fleet of vehicles for operations as requested by ONGORIDES, which shall remain valid up to the end of the term of the Agreement unless agreed otherwise in writing. Vendor Partner will provide sufficient coordinators at ONGORIDES, to manage the fleet operations that will report to ONGORIDES. 	

SCHEDULE III: Penalties

	Deductions for Vendor Partner not meeting ONGORIDES Standards	Amount of penalty per Instance / Day (INR)
Compliance	Failure to meet transport rules for Driver and Car as stated above in the Compliance	200
Car	Trash including used newspapers and used water bottles of previous customer or driver's not removed from back seat	200
	Bad Smell	200
	AC not working	Higher of Rs 500 or Rs 1 per km of trip km
	Lower car Category car reported (Eg. Xylo instead of Innova)	Rate adjustment + a penalty may apply of Rs1 per km
	Car broke down	Alternate car/driver + incidentals + any penalty
	Car met an accident during trip	Alternate car/driver + incidentals + any penalty
	Sanitizer not available in car	100
	Car doesn't have Music system, charger or Aux cable	200
	Private Number	Booking amount
DRIVER	Untidy cloths or not in uniform	200
	Chewing Pan or tobacco	200
	Rude behaviour/Not agreeing to go to the place that customer asks with limits	200
	Driving Rashly	200
	Talking on phone while driving	200
	Reporting incorrect cash collection	Twice the amount underreported or 500 whichever is more

	Asks for extra money from customer either for food or accommodation or by inflating parking/state taxes	1000
	Driver details do not match the ones provided (car # or driver # are not same)	1000
	Driver not wearing Mask	50
	Driver is seen smoking in the car or customer complains of smoking smell in the car	1000
	Driver is caught drinking or customer complaints that the driver is drunk	1000
	Driver is not using Driver App	200
	Driver left in the middle of the trip	To be decided by Ongorides based on the case
Service Quality	Late reporting	200
	Driver not knowing route	200
	Driver not aware of payment condition like cash to collect or trip condition like charging g2g instead of p2p	200
	Driver overcharging	Rs.500 + overcharged amount
	Missing water bottle/ News Paper*	200
	Driver doesn't put the luggage in the trunk	200
	Driver doesn't greet customer with a hello or Namaste	200
	Cheating with Ongorides customer on bills	1000
	Cheating with Ongorides on bills	5000
Service Delivery	Post acceptance cancellation/denial/ditching of booking by either vendor or driver	
	Before 12 hrs of pick up time	1000
	Within 12 hrs of pick up time	Booking amount
	Vendor using his number as place holder for driver details	200
All the above are indicative amounts. Depending on the damage that the above lapses can cause ONGORIDES, the frequency of the lapse, ONGORIDES reserves the right to levy a more apt deduction. ONGORIDES also reserves the right to block the Vendor with immediate effect accordingly. This blocking may be temporary or permanent.		
* It is not applicable for now. It will be added in future and you will be informed and updated accordingly.		

SCHEDULE IV: Rates

Rates are system defined. Based on a lot of factors including customer demand, seasonality, supply availability, market conditions and some other relevant factors like these, the rates for vendor are changed real time. The rates for the bookings will be clearly communicated to vendor on our Vendor Interface as and when a booking is passed on to you.

Vendor will be provided with login credentials for the Vendor Interface after signup of the agreement is done.