

DRIVER ADDENDUM TO SERVICES AGREEMENT

This agreement i.e. DRIVER ADDENDUM TO SERVICES AGREEMENT constitute a legal agreement between the Company which is providing the Transportation services known as ("Transportation Company") and the independent i.e. Driver ("Hire Transportation Provider")

Driver mainly maintain two important agreement with the company (Transportation Company) i.e. contractual and employment arrangement to perform the passenger carriage services for the Company.

Transportation Company and XOOCAR B.V. ("XOOCAR") have separately entered into a Services Agreement ("*Agreement*") in order for Transportation Company to access the XOOCAR Services (as defined below).

In addition to the transportation services it regularly performs pursuant to his or her contractual arrangement with Transportation Company, Driver is interested in receiving lead generation and related services through the XOOCAR Services. Transportation Company and Driver desire to enter into this Addendum to define the terms and conditions under which Driver may receive such lead generation and related services.

In order to use the XOOCAR Services, Driver and Transportation Company must agree to the terms and conditions that are set forth below. Upon Driver's execution (electronic or otherwise) of this Addendum, Driver and Transportation Company shall be bound by the terms and conditions set forth herein.

1. Definitions.

- 1.1. "*Affiliate*" means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on a winding up.
- 1.2. "*Device*" means a XOOCAR Device or Driver---Provided Device, as the case may be.
- 1.3. "*Driver App*" means XOOCAR'S mobile application that enables transportation providers to access the XOOCAR Services for the purpose of seeking, receiving and fulfilling on---demand requests for transportation services by Users, as may be updated or modified by XOOCAR at its discretion from time to time.
- 1.4. "*Driver ID*" means the identification and password key assigned by XOOCAR to a Driver that enables a Driver to use and access the Driver App.

- 1.5. *“Driver---Provided Device”* means a mobile device owned or controlled by Transportation Company or a Driver: (a) that meets the then---current XOOCAR specifications for mobile devices as set forth at www.wecare@xoocar.com; and
- 1.6. (b) On which the Driver App has been installed as authorized by XOOCAR for the purpose of providing Transportation Services.
- 1.7. *“Territory”* means the city or metro areas outside the United States and Mainland China in which Transportation Company and its Drivers are enabled by the Driver App to receive requests for Transportation Services.
- 1.7. *“Transportation Services”* means the provision of passenger transportation services to Users via the XOOCAR Services in the Territory by Transportation Company and its Drivers using the Vehicles.
- 1.8. *“XOOCAR Data”* means all data related to the access and use of the XOOCAR Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation Services via the XOOCAR Services and the Driver App, and the Driver ID.
- 1.9. *“XOOCAR Device”* means a mobile device owned or controlled by XOOCAR that is provided to Transportation Company or a Driver for the sole purpose of such Driver using the Driver App to provide Transportation Services and for no other purpose whatsoever.
- 1.10. *“XOOCAR Services”* mean Xooocar’s electronic services rendered via a digital technology platform, being on---demand intermediary and related services that enable transportation providers to seek, receive and fulfil on---demand requests for transportation services by Users seeking transportation services; such XOOCAR Services include Xooocar’s software, websites, payment services, and related support services systems, as may be updated or modified by XOOCAR at its discretion from time to time.
- 1.11. *“User”* means an end user authorized by XOOCAR to use Xooocars’s mobile application for the purpose of obtaining Transportation Services.
- 1.12. *“User Information”* means information regarding user is available to the transportation company or a driver in connection with such users request, and which may further include the users name, location, photo and information regarding contact.
- 1.13. *“Vehicle”* means any vehicle of Transportation Company that:
- 1.14. (a) meets the then---current XOOCAR requirements for a vehicle on the XOOCAR Services; and
- 1.15. (b) XOOCAR authorizes for use by a Driver for the purpose of providing Transportation Services on behalf of Transportation Company.

2. Use of the XOOCAR Services.

- 2.1. **Driver IDs.** Driver ID will be issued to the every drivers in connection with usage of the application provide by the company and use of the mobile devices by Drive.

Driver will maintain the confidentiality, and shall not share his/her Driver ID and any other information with the third party.

- 2.2. **Provision of Transportation Services.** When the Driver App is active, User requests for Transportation Services may appear to Driver via the Driver App if Driver is available and in the vicinity of the User. If Driver accepts a User's request for Transportation Services, the XOOCAR Services will provide certain User information to Driver via the Driver App, including the User's first name and pickup location. In order to enhance User satisfaction with the XOOCAR mobile application and Driver's Transportation Services, it is recommended that Driver waits at least ten (10) minutes for a User to show up at the requested pick--up location. Driver will obtain the destination from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination via Xooocar's mobile application. Driver acknowledges and agrees that once he or she has accepted a User's request for Transportation Services, the XOOCAR Services may provide certain information about Driver to the User, including Driver's first name, contact information, Transportation Company entity name, photo and location, and Driver's Vehicle make and license plate number. Driver shall not contact Users or use any User's personal data for any reason other than for the purposes of fulfilling Transportation Services. Driver agrees that his or her contact and/or insurance information may be released to a User upon such User's reasonable request. Driver may not, unless specifically consented to by a User, transport or allow inside any Vehicle individuals other than a User and any individuals authorized by such User during the performance of Transportation Services for such User. Driver shall transport all Users directly to their specified destination as directed by the applicable User without unauthorized interruption or unauthorized stops.

- 2.3. Driver's Relationship with **Xoocar**. XOOCAR does not and shall not be deemed to, direct or control Driver generally or in Driver's performance of Transportation Services or maintenance of any Vehicles. Driver acknowledges that XOOCAR does not control, or purport to control:

(a) when or for how long Driver will utilize the Driver App or the XOOCAR Services; or

(b) Driver's decision, via the Driver App, to attempt to accept or to decline or ignore a User's request for Transportation Services, or to cancel an accepted request for Transportation Services, via the Driver App, subject to **XOOCAR's** then---current cancellation policies. Driver may be deactivated or otherwise restricted from accessing or using the Driver App or the XOOCAR Services in the event of a violation of this Addendum or Transportation Company's violation of the Agreement, or Driver's or Transportation Company's disparagement of XOOCAR or any of its Affiliates, or Driver's or Transportation Company's act or omission that causes harm to XOOCAR's or any of its Affiliates' brand, reputation or business as determined by XOOCAR in its sole discretion. XOOCAR also

retains the right to deactivate or otherwise restrict Driver from accessing or using the Driver App or the XOOCAR Services for any other reason at the sole and reasonable discretion of XOOCAR. Additionally, Driver acknowledges XOOCAR's rights in the XOOCAR family of trademarks and names, including XOOCAR, alone and in combination with other letters, punctuation, words, symbols and/or designs, the XOOCAR Logo and EVERYONE'S PRIVATE DRIVER ("XOOCAR Marks and Names"). Driver agrees that he or she will not try to register or otherwise claim ownership in any of the XOOCAR Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar marks or names.

2.4. **Ratings**

2.4.1. Driver agrees that:

(a) After receiving Transportation Services, a User will be prompted by XOOCAR'S mobile application to provide a rating of such Transportation Services and Driver and, optionally, to provide such feedback about transportation services and

(b) After providing Transportation Services, Driver will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or feedback about the User. Driver shall provide ratings and feedback in good faith.

2.4.2. In order to continue to receive access to the Driver App and the XOOCAR Services, Driver acknowledges that he or she must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Xooocar for the Territory, as may be updated from time to time by XOOCAR in its sole discretion ("*Minimum Average Rating*"). In the event Driver's average rating falls below the Minimum Average Rating, Driver may be provided a limited period of time to raise his or her average rating above the Minimum Average Rating. Driver agrees that if Driver does not increase his or her average rating above the Minimum Average Rating within the time period allowed (if any), XOOCAR may deactivate such Driver's access to the Driver App and the XOOCAR Services. Driver agrees that repeated failure to accept User requests for Transportation Services while Driver is logged in to the

Driver App creates a negative experience for Users of XOOCAR's mobile application. Accordingly, Driver agrees that if they are logged in to the Drive App, they will strive to accept a substantial portion of User requests for Transportation Services, and that if they do not wish to accept User requests for Transportation Services for a period of time, they will log off of the Driver App.

- 2.4.3. XOOCAR and its Affiliates reserve the right to use, share and display Driver and User ratings and comments in any manner in connection with the business of XOOCAR and its Affiliates without attribution to or approval of Driver. Driver acknowledges that XOOCAR and its Affiliates are distributors (without any obligation to verify) and not publishers of Driver and User ratings and comments, provided that XOOCAR and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or XOOCAR's or its Affiliates' content policies.
- 2.5. **Devices.** If Driver receives any XOOCAR Device(s), Driver acknowledges that such Device(s):
- (a) Are only to be used for the purposes of enabling Driver's access to the XOOCAR Services; and
 - (b) may not be transferred, loaned, sold or otherwise provided in any manner to any other party.
- If the Driver is elected to use any driver provided devices, it means it acknowledge that Xooocar is not responsible for the acquisition, cost or maintenance of any of such driver --- Provided Device(s) or any necessary wireless data plan. XOOCAR shall make available the Driver App for installation on such Driver---Provided Devices. Driver agrees not to provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. Driver will delete and fully remove the Driver App from the Driver---Provided Device in the event that Transportation Company and/or Driver ceases to provide Transportation Services using the Driver--- Provided Device. Driver agrees that: (i) use of the Driver App one Driver---Provided Device requires an active data plan with a wireless carrier associated with the Driver---Provided Device, which data plan will be provided by either Transportation Company or Driver at their own expense; and (ii) use of the Driver App on a Driver---Provided Device as an interface with the XOOCAR Services may consume very large amounts of data through the data plan. XOOCAR advises that Driver---provided Devices only be used under a data plan with unlimited or very high data usage limits, and XOOCAR shall not be responsible or liable for any fees, costs or overage charges associated with any data plan.

2.6. **Location Based Services.** Driver acknowledges and agrees that his or her geo--location information must be provided to the XOOCAR Services via a Device in order to provide the Transportation Services. Driver acknowledges and agrees that:

(a) his or her, the driver geo information location will be monitored and tracked by the Xooocar services. Whenever driver logged into the Driver App or when Driver is providing Transportation services, and;

(b) The approximate location of Driver's Vehicle will be displayed to the User before and during the provision of Transportation Services to such User. In addition, XOOCAR may monitor, track and share Driver's geo--- location information obtained by the Driver App and Device for safety, security, technical, marketing and commercial purposes, including to provide and improve XOOCAR's products and services.

3. **Driver Requirements.** Driver agrees that he or she shall at all times:

(a) Hold and maintain

(i) A valid driver's license with the appropriate level of certification to operate the Vehicle assigned to them, and

(ii) All licenses, permits, approvals and authority necessary to provide passenger transportation services to third parties in the Territory;

(b) Possess the appropriateand current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence; and

(c) Driver must maintain the high level of the professionalism services and the curtesy. By this driver also agree that he or she as the case may be must have certain background of driving and also have the driving licence. And all the records related to the driving to check the quality time to time and remain eligible time to time. Driver may be deactivated from or otherwise restricted from accessing or using the Driver App or the XOOCAR Services if Driver fails to meet the requirements set forth in this Driver Addendum or if Transportation Provider fails to meet the requirements set forth in the Agreement.

4. **Modification.** ~~The driver from time to time must be entered into the updated version of this ADDENDUM in order to continue to access to the driver App and the services of the XOOCAR~~

Privacy. Subject to all applicable laws, XOOCAR may provide to a third party any information (including personal data and any XOOCAR Data) about Driver provided under the Agreement if: (a) there is a complaint, dispute or conflict, including an accident, between Driver and a User; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in XOOCAR's or any Affiliate's sole discretion, by applicable law or regulation; (d) it is necessary, in XOOCAR's or any Affiliate's sole discretion, to protect the safety, rights, property or security of XOOCAR, the XOOCAR Services or any third party; to detect, prevent or otherwise address fraud, security or technical issues; and/or to prevent or stop activity which XOOCAR or any of its Affiliates, in theirsole discretion, consider to be, or to pose a risk of being, illegal, unethical or legally actionable; or (e) it is required or necessary, in XOOCAR's or any

Affiliate's sole discretion, for insurance or other purposes related to Driver's ability to qualify, or remain qualified, to use the XOOCAR Services. Driver understands that XOOCAR may retain Driver's personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated. XOOCAR processes personal data (including that referenced in Section 2.6 above) in accordance with its privacy policy located at www.wecare@Xoocar.com

5. **No Third Party Beneficiary.** The parties acknowledge that XOOCAR is a third party beneficiary to this Addendum.

XOOCAR will have the irrevocable right (and will be deemed to have accepted the right unless this is rejected promptly after receipt of a copy of the executed Addendum) to enforce the Addendum against Transportation Company and Driver as a third party beneficiary thereof.

By clicking "I accept" or signing below driver expressly accepting that, he or she" (as (i) has read all the related point of this addendum agreement and understood the same.

(ii) has the opportunity to consult the others including the ATTORNEY regarding any point of this ADDENDUM AGREEMENT.;

(iii) has agrees with all the terms and conditions of this ADDENDUM.;

(iv) is legally competent to enter into this Addendum.

DRIVER SIGNATURE: _____

NAME: _____

DATE: _____

NOTE: THIS DOUCMENT IS SUBJECT TO MODIFICATION FROM TIME TO TIME & WILL BE BINDING TO ALL ITS USERS.