

VEHICLE RENTAL AGREEMENT

This Vehicle Rental Agreement (“**Agreement**”) is made and executed at such place and date (“**Effective Date**”) as mentioned in the **Schedule** to this Agreement,

BY AND BETWEEN

DRIVEN BY YOU MOBILITY LLP, a limited liability partnership firm, having its registered office at 8-2-268/S/91/A-2, Sagar Co-operative Society Limited, Road No. 2, Banjara Hills, Hyderabad- 500034 and represented by its designated partner Mr. [●] (hereinafter referred to as “**Owner**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its respective legal heirs, representatives, administrators, permitted successors and assigns) of the **FIRST PART**;

AND

The person mentioned in **Schedule** to this Agreement

(hereinafter referred to as “**Customer**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her/its respective legal heirs, representatives, administrators, permitted successors and assigns) of the **OTHER PART**.

Owner and Customer shall hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

- A. The Owner is engaged in the business of providing self-driven Vehicles (defined below) on rent through its website, mobile application available at the url: www.driven.com and such other means as determined by the Owner from time to time, to various clientele across different cities in India.
- B. The Customer being desirous of taking a Vehicle on rent from the Owner, has approached the Owner and the Owner has agreed to provide the Vehicle on rent to the Customer, in accordance with the terms and conditions set out herein.
- C. The Parties are desirous of entering into this Agreement to record the terms and conditions upon which the Vehicle shall be provided on rent by the Owner to the Customer.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1. DEFINITIONS

- (a) “**Agreement**” shall mean this Agreement and includes all its annexures/schedules.
- (b) “**Effective Date**” shall mean the date of execution of this Agreement.
- (c) “**Rental Fee**” shall mean the fee or charges payable by the Customer to the Owner for taking the Vehicle on rent during the Rental Period, more specifically set out in **Annexure 2 – Payment Schedule** to this Agreement.

- (d) **“Rental Period”** shall mean the period during which the Vehicles are provided on rent to the Customer, as set out in Clause 2.2. of this Agreement.
- (e) **“Security Deposit”** shall have the meaning ascribed to it in Clause 3.4 of this Agreement.
- (f) **“Vehicle(s)”** shall mean any bicycle, motorcycle, car or other motor vehicle that are provided on rent to the Customer in pursuance to this Agreement, as more specifically specified in **Annexure 1 – Details of Vehicle and Rental Period**, which are owned / managed by the Owner or any affiliate or associate of the Owner.

1.2. INTERPRETATIONS

In this Agreement, unless the context otherwise requires,

- (a) (i) the singular shall be deemed to include the plural and vice-versa, (ii) the word “include” and “including” shall be construed without limitation.
- (b) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Agreement.
- (c) references to the masculine, the feminine or the neuter gender shall include each of the other genders.
- (d) any reference to the singular shall include the plural and vice-versa.
- (e) the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Clauses, as the case may be.
- (f) references to any legislation or law or to any provision thereof shall include references to any such law or provisions as it may, after the Execution Date, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- (g) schedules and annexures form an integral part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include a reference to the schedules or annexures attached to it. Any references to recitals, clauses, annexures and schedules are to recitals of, clauses of and annexures and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the Agreement or schedules/annexures in which the reference appears.
- (h) terms defined elsewhere in this Agreement shall, unless otherwise indicated, have the meaning so ascribed to them.
- (i) If any provision in this Agreement is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- (j) When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day;

- (k) Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- (l) The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

2. RENTING OF VEHICLE AND TERM OF THE AGREEMENT

- 2.1. Based on the representations and covenants of the Customer contained herein and in consideration of the Rental Fee payable by the Customer to the Owner, the Owner hereby agrees to provide the Vehicle to the Customer on rent for the duration as mentioned in Annexure 1 ("**Rental Period**").
- 2.2. The term of this Agreement shall commence from the Effective Date and this Agreement shall continue to remain valid and effective during the entire Rental Period and for a period of 1 year from the expiry of Rental Period.

3. PAYMENT SCHEDULE

- 3.1. In consideration of the Owner providing the Vehicle to the Customer on rent during the Rental Period, the Customer hereby agrees to pay to the Owner the entire Rental Fee as set out in the Payment Schedule in **Annexure 2 – Payment Schedule** of this Agreement, in advance. Provided however that, in the event the Rental Period agreed between the Owner and Customer exceeds one month, the Owner shall have the discretion to alter the payment schedule applicable to the Customer.
- 3.2. The Rental Fee shall be exclusive of all taxes applicable on the rental arrangement as envisaged under this Agreement, and the Customer hereby covenants that the Customer shall pay to the Owner any and all taxes as applicable on the transaction, as required under applicable laws.
- 3.3. In addition to the Rental Fee, the Customer shall pay to the Owner an amount as set out in **Annexure 2** to this Agreement as security deposit ("**Security Deposit**"), to be utilized by the Owner in the event of any damage caused to the Vehicle during the Rental Period and under other circumstances as specified in this Agreement. The Security Deposit shall be interest free and refunded to the Customer after 7 (seven) business days of the expiry of the Rental Period and the Customer returning the Vehicle in a safe condition to the Owner. The refund of the Security Deposit shall be subject to deductions by the Owner in the manner as set out in this Agreement and the Customer hereby agrees that the Security Deposit shall be liable to forfeiture by the Owner in the event the Customer violates or breaches any of the terms contained herein.
- 3.4. The Customer hereby also agrees to provide details/information of the Customer's credit card for charging any excess amounts that may be payable by the Customer on account of renting of the Vehicle and any damage caused to the Vehicle. The Customer shall execute a separate credit card authorization letter in this regard in the format set out under **Annexure 3 – Credit Card Authorization Letter Format** to this Agreement. By executing this Agreement and the credit card authorization letter, the Customer irrevocably and unconditionally authorizes the Owner to charge to the Customer's credit card and/or to charge to the account of the Customer, the amount as deemed appropriate by the Owner towards any loss caused by the Customer, in the event the

amount of such losses exceed the Security Deposit or the Security Deposit cannot be appropriated for any reason. In the event the Owner charges the Customer's credit card in the above manner, the Owner shall notify the Customer of the amount so charged and the reasons for which the Customer has been charged by the Owner.

4. DELIVERY AND RETURN OF THE VEHICLE

- 4.1. The Owner shall deliver the Vehicle to the Customer along with its registration certificate, insurance documents and such other documents in original, at the location specified by the Owner and the Customer hereby agrees to pick up the Vehicle at such location specified by the Owner, on a date and time mutually agreed with the Owner. The Customer shall return the Vehicle to the Owner in the same condition as it was provided to the Customer along with the documents provided to the Customer, either at the location it was picked up from by the Customer or such other location the Owner may specify to the Customer.
- 4.2. The Customer hereby agrees that the Customer shall return the Vehicle to the Owner immediately prior to or upon the expiry of the Rental Period, however in no case exceeding 1 hour from the expiry of the Rental Period, failing which, the Customer shall pay to the Owner, the pro-rated Rental Fee of the Vehicle for an additional day. Further, it is hereby clarified that in the event the Vehicle is returned prior to the Rental Period, the Customer shall still be liable to pay the entire Rental Period as mentioned under this Agreement. Notwithstanding anything provided under this Agreement, in the event the Owner requires the Vehicle prior to the expiry of the Rental Period for any reason whatsoever, the Customer shall return the Vehicle to the Owner on such date and time as indicated by the Owner.
- 4.3. In the event the Customer is desirous of seeking an extension of the Rental Period, the Customer shall obtain the prior written consent of the Owner well in advance before the date of expiry of the Rental Period. If the Customer fails to return the Vehicle to the Owner within 24 hours of expiry of the Rental Period, the Vehicle shall be reported as "stolen" to the appropriate authorities by the Owner and the Customer shall be solely liable for the consequences thereof. It is hereby agreed that it shall be the sole responsibility of the Customer to immediately notify the Owner in the event of any unavoidable delay in returning the Vehicle to the Owner.

5. CONDITION OF THE VEHICLE

- 5.1. The Customer hereby acknowledges and accepts that the Customer has received the Vehicle from the Owner:
 - (a) in a good and clean condition except as otherwise specified in the "Vehicle Details and Conditions Report" prepared by the Owner prior to the handover of the Vehicle to the Customer;
 - (b) with supplied tools, spare tyre, accessories and equipment, keys, the mobile global positioning system (GPS) (if provided) and other accessories and any other items specified on the Vehicle Details and Condition Report;
 - (c) with the seal of the odometer unbroken; and
 - (d) with the checked out odometer reading and fuel reading.

- 5.2. The Customer agrees that the Vehicle has been provided by the Owner to the Customer on an 'as is' basis, as set forth in detail at the time of delivery of the Vehicle and nothing in this Agreement shall be construed as the Owner giving to the Customer, any representation or warranty as to the nature, condition, fitness for purpose, merchantability or suitability of the Vehicle.
- 5.3. Upon return of the Vehicle by the Customer an inspection shall be conducted by the maintenance staff of the Owner for assessing the condition of the Vehicle and to identify any damage caused to Vehicle by the Customer during the Rental Period. While the Owner shall take at least 24 hours to inspect the condition of the Vehicle upon return, the Owner agrees that all efforts shall be made by the Owner to complete inspection of the Vehicle by end of the business day following the day on which the Owner received the Vehicle from the Customer. In the event of any damage, defects or issues being identified upon such inspection by the Owner, the same shall be notified to the Customer and such damage or defects shall be dealt with in the manner enumerated in Clauses 5.5 to 5.9 below. Further, in the event of the Customer having committed any traffic offence during the Rental Period and is liable for any penalty or fine, the Owner shall deduct such amount from the Security Deposit.
- 5.4. The Customer hereby agrees that the Customer shall not be entitled to cancel, withhold, defer or reduce the Rental Fee or any other amount payable by the Customer in terms hereof by reason of any defect or deficiency in or damage to the Vehicle, except otherwise as noted by the Owner at the time of providing the Vehicle on rent to the Customer in the "Vehicle Details and Conditions Report". Any defect or deficiency in or damage to the Vehicle not observed and noted in writing by the Owner at such time shall be deemed to have been caused by the Customer and compensation or damages for the same shall be paid for by the Customer to the Owner.
- 5.5. In the event of any breakdown or repair of the Vehicle attributed to the failure in routine maintenance or due to normal wear and tear, a replacement Vehicle of closest category shall be provided by the Owner to the Customer within reasonable time, if the Vehicle is within the city limits of the city in which the Vehicle was hired by the Customer. However, such replacement of the Vehicle by the Owner shall be subject to availability of a replacement vehicle and provided such replacement has been requested by the Customer during the normal business hours of the Owner. The Owner may at its sole discretion require the Customer to pay additional amounts as Rental Fee towards the replacement vehicle.
- 5.6. All wear and tear and regular maintenance issues caused to the Vehicle during the Rental Period shall be the responsibility of the Owner. However, any major/substantial physical damage caused to the Vehicle during the Rental Period shall be the responsibility of the Customer. The Owner shall reserve the right to declare whether any damage caused to the Vehicle is substantial in nature or not. In the event there is any substantial damage caused to the Vehicle, the Customer hereby undertakes to fully compensate the Owner for such damage, the quantum of which shall be evaluated by the Owner at market rates for the parts damaged and the expenses to be incurred for repairs. The compensation amounts shall be deducted by the Owner from the Security Deposit paid by the Customer. In the event the amount to be recovered from the Customer exceeds the Security Deposit paid by the Customer, the Owner shall be authorised to recover such amount using the credit card details provided by the Customer, in accordance with the terms contained in this Agreement.
- 5.7. In the event any damage has been caused to the unseen mechanical parts of the Vehicle such as engine, gearbox, suspension, etc, during the Rental Period, which were not identified by the Owner during the inspection upon return of the Vehicle and is later identified by the Owner, the Customer shall be liable to compensate the Owner for such damage caused to the Vehicle. The charges

towards repair or replacements for such damage to the Vehicle shall be recovered by the Owner using the credit card details of the Customer.

- 5.8. Further, the Customer hereby agrees to pay for reasonable costs of repair of the Vehicle if: (i) the Owner has to pay extra costs to restore the vehicle to its condition when the pre-rental inspection was carried out (for example, if extra valeting time or special material or equipment is needed to restore the vehicle to its pre-rental condition); or (ii) the vehicle has been damaged internally or externally while in the possession of the Customer. These costs shall include, but is not limited to, professional cleaning, deodorizing or repair. The decision of Owner regarding the expenses, costs, etc. and whether undertaking such repair of the Vehicle is required or not, shall be final in this regard. The Customer agrees that the Customer shall also be responsible for compensating the Owner towards any damage caused to the Vehicle on account of hitting/colliding low-level or low lying objects, such as bridges, low branches, etc.
- 5.9. The Customer shall also be responsible for any loss or damage caused to any additional equipment or accessories hired by the Customer at the time of rental, including but not limited to satellite navigation equipment, baby seats, etc. Further, in the event any of the accessories, parts or equipment in the Vehicle are removed from the Vehicle or are missing for any reason, the Customer shall be liable to compensate the Owner for the same. In the event the keys of the Vehicle are lost by the Customer, the Customer shall be responsible for any charges relating to the same such as cost for key replacement and for loss of business during the time taken to obtain replacement key, etc.
- 5.10. In case any pre-existing damage had occurred to the Vehicle as mentioned in the Vehicle Details and Conditions Report, however additional damage occurs on the same part or area of the Vehicle during the Rental Period, the Customer shall be charged either the proportionate cost of repair or the entire cost of repair depending upon the extent of the damage caused by the Customer and the extent of the pre-existing damage on the Vehicle. The decision on assessing the cost shall be solely taken by the Owner and this decision shall be final and the Customer agrees to accept the same without any protest whatsoever.

6. RESPONSIBILITIES OF THE CUSTOMER

- 6.1. The Customer shall ensure that the Vehicle shall not be used or driven at any point in time, by any individual other than the Customer. In the event any person other than the Customer is found to be operating the Vehicle by the Owner, the Customer shall be liable to pay penalties to the Owner as determined by the Owner. However, with the prior written consent of the Owner, a maximum of 2 (two) designated drivers / riders can be assigned to the Vehicle by the Customer. The Customer shall provide details of such designated drivers to the Owner prior to renting of the Vehicle, provide proper documentation and obtain authorization for the same from the Owner.
- 6.2. The Customer shall provide to the Owner with copies of the driver's license, passport, visa and any other relevant documentation required by the Owner prior to the hire of the Vehicle, as prescribed in **Annexure 1** to this Agreement.
- 6.3. The Customer including any other person who has obtained express authorization from the Owner to operate the Vehicle during the Rental Period shall: (i) possess a valid driving license as issued by the competent authority under the applicable laws; (ii) subject to Clause 6.4 below, be of at least the legally permissible driving age; (iii) have considerable experience in driving or riding vehicles similar to the Vehicle provided on rent to the Customer, as evidenced by the driving license

provided to the Owner and determined by the Owner; and, (iv) Foreign Customers shall possess a valid international driver's license.

- 6.4. In the event the Customer is above the legally permissible age for driving, however below the age of 21 years, the Owner may require legal guardians or parents of such Customer to execute a parent authorization letter in the format set out under **Annexure 4 – Parent Authorization Letter Format**, authorising such Customer to take on rent from the Owner, the Vehicle and to operate the same.
- 6.5. The Customer hereby undertakes to take adequate care of the Vehicle during the Rental Period. The Customer shall also ensure to take care of the Vehicle's equipment, accessories, including the keys of the Vehicle during the Rental Period and while in the possession of the Customer.
- 6.6. The Customer shall ensure the complete safety of the Vehicle and shall always lock the Vehicle when not in use, and use any security device supplied with the Vehicle by Owner. The Customer shall always protect the Vehicle against bad weather conditions that could cause damage to Vehicle and shall ensure the Vehicle is not used in any conditions that could cause damage to the Vehicle.
- 6.7. The Customer agrees to maintain the tyre pressure, fluid and fuel on the Vehicle at the proper optimal operating levels and to immediately report to the Owner in case of any defect or issue. The Customer shall always make sure that the Customer uses the fuel recommended by the Owner. Customer shall not use any form of adulterated fuel for operating the Vehicle.
- 6.8. In the event of any fault, defect, damage or issue with the Vehicle while in possession of the Customer, the Customer shall immediately inform the Owner of the same as soon as the Customer becomes aware of such fault, defect, damage or issue in the Vehicle. In the absence of such notification, the Customer agrees that the Customer shall be liable for any charges incurred as a result of such fault, defect, damage or issue.
- 6.9. The Customer shall not let anyone work on or repair or modify any part of the Vehicle without obtaining the prior written permission from the Owner. If such permission is provided by the Owner to the Customer in writing, the Customer shall only be refunded for any expenses incurred by the Customer towards such repair, work or modification, if the same did not occur as a result of the Customer's fault or negligence and the Customer has the bill/invoice for the work performed at an outlet/garage/workshop authorized by the Owner.
- 6.10. The Customer shall ensure to follow all traffic rules and regulations at all times. In the event of the Customer receiving any summons, complaint, demand notice, challans in relation to the vehicle from any authority, the Customer shall promptly inform the Owner of receipt of the same and shall provide such summons, complaint, demand notice or challans to the Owner.
- 6.11. The Customer shall not sell, rent, sub-lease, pledge, offer for sale, lend assign, part with the possession of, dispose of or provide any rights over the Vehicle or any of its parts to any person. The Customer shall keep the Vehicle free from any lien, charge or encumbrance and shall not permit any other person to acquire any right in or to the Vehicle. In the event the Customer commits a breach of this Clause, without prejudice to any other right the Owner may have against the Customer under this Agreement or applicable laws, the Owner shall have the right to forfeit the entire Security Deposit.

- 6.12. The Customer shall be completely responsible for any personal belongings owned by the Customer and left in the Vehicle by the Customer. The Owner shall not be responsible for such personal belongings left in Vehicle by the Customer.
- 6.13. In the event of an accident, the Customer shall:
- (a) obtain the name, address and contact details of all the parties involved, and make the Vehicle secure;
 - (b) notify the Police immediately if anyone is injured or there is a disagreement over who is responsible;
 - (c) immediately notify through phone calls, the office of the Owner from where the Customer had rented the Vehicle;
 - (d) fill in the Owner's accident report form and send it to the designated address of the Owner;
 - (e) provide appropriate information and assistance as may be requested by the Owner, including but not limited to, being interviewed by an investigator/government official or attending any court hearing; and
 - (f) if necessary, authorize the Owner to bring, defend or settle legal proceedings, as the Owner may in its sole discretion determine.
- 6.14. Further, the Customer shall not and shall ensure that no other person shall during the Rental Period subject the Vehicle to any haphazard use or put into use the Vehicle for any unauthorized purpose as enumerated in **Annexure 2**. In the event of such unauthorized use of the Vehicle, the Customer shall be liable to pay penalties equivalent to such amounts as determined by the Owner at its sole discretion.
- 6.15. Customer shall not and the Customer shall ensure that no other person shall exceed or drive the Vehicle over the speed limits set by law and in the absence of any such set speed limits under law, not exceed the speed limits determined by the Owner as set out below. In the event the Customer exceeds such speed limits set by the Owner, the Customer shall be liable for penalties which shall not be less than the amounts specified in **Annexure 2**.
- 6.16. If the Vehicle being rented out by the Customer is a motorcycle, the Customer shall ensure that all the necessary safety equipment such as helmets, protective jackets, riding shoes, etc, are compulsorily worn by the rider and the pillion rider while operating the Vehicle. In case of other 2 wheelers such as scooters or bicycles or any 2 wheeler below 150 cc, the Customer shall only be required to compulsorily use a helmet while operating such Vehicle.

7. REPRESENTATIONS AND WARRANTIES:

- 7.1. The Owner represents and warrants to the Customer that:
- (a) it has maintained the Vehicle to the manufacturer recommended standards and that the Vehicle is roadworthy and suitable for renting at the commencement of the Rental Period.
 - (b) it has the full right, power and authority to execute, deliver and perform this Agreement and the terms and conditions and obligations contained herein and upon execution, this Agreement would constitute legal, valid, and binding obligation on the Owner.
- 7.2. The Customer Represents and Warrants to the Owner that:

- (a) It/he/she is fully competent and has the full right, power and authority to execute, deliver and perform this Agreement and the terms and conditions and obligations contained herein and upon execution, this Agreement would constitute legal, valid, and binding obligation on the Customer.
- (b) the entry into and performance of this Agreement would not conflict or violate any applicable law, rule or decree, judgement or order of court of law as of the date hereof or any agreement or document to which the Customer is a party.

8. INDEMNITY

Notwithstanding any insurance claim which the Owner may initiate or pursue, the Customer hereby undertakes that the Customer full indemnify and hold the Owner, its directors, employees, affiliates, associates, authorised representatives and agents (collectively, “**Indemnified Persons**”) harmless against all damage, expenses, losses, injury, claims, fines or penalties of whatsoever nature and howsoever arising including reasonable attorney’s fees which may be suffered by or instituted against or imposed on the Indemnified Persons in respect of or in connection with the or account of (i) use of the Vehicle, possession or enjoyment thereof by the Customer; (ii) breach of any covenants, representations or warranties or any terms and conditions contained in this Agreement; (iii) any action/omissions on the part of the Customer; and (iv) any accident caused to or by the Vehicle including any bodily injury or death resulting therefrom.

9. LIMITATION OF LIABILITY

In no event shall the Owner be liable to the Customer or any other person or entity for any special, consequential, incidental, indirect, exemplary or punitive damages, however caused, arising out of this Agreement.

10. OWNERSHIP AND TITLE

Ownership of and title to the Vehicles shall at all times remain vested in the Owner or its affiliate or associate as the case may be. Neither the Customer nor any person on claiming on the Customer’s behalf shall during the Rental Period or thereafter or upon any termination of the Agreement shall have any claim over the ownership or title of the Vehicle or be entitled to retain the possession, use or enjoyment of the Vehicle provided by the Owner.

11. DAMAGE LIABILITY

11.1 Notwithstanding anything contained in this Agreement, in the event of any damage or accident caused to the Vehicle while in the possession of the Customer, the minimum damage cost liable to be paid by the Customer to the Owner shall be the sum total of: (i) the actual amount incurred by the Owner for repairs, restoration or rectification of the Vehicle to its old condition and (ii) the rental fee for the intervening days, when the Vehicle is in repair (“Minimum Damage Cost”).

11.2 This Minimum Damage Cost payable by the Customer to the Owner shall not be in anyway linked to the insurance cover on the Vehicle or the process of insurance claim initiated on the Vehicle by the Owner or the insurance paid on the Vehicle or shall not be reduced pursuant to any insurance claims made or received by the Owner. It is hereby clarified that the Owner shall have the sole discretion to decide: (i) whether or not to initiate and pursue any insurance claim on the Vehicle; and (ii) the quantum

of such insurance claim. Further, the Customer shall not have any right to request the Owner to make any insurance claims on the Vehicle. The rights of Owner to initiate and pursue any insurance claim shall be separate and independent of the payment obligations of the Customer under this Agreement. The damage assessment of the Owner shall be final in the matter and binding on the Customer and the Customer hereby agrees and undertakes that the Customer shall not dispute the assessment either directly or in any court of law and nor shall the Customer demand / request any breakup of the assessment or proof of the damage assessment / cost incurred by the Owner. The Customer also hereby agrees that the Customer shall not demand to repair the Vehicle at the Customer's own cost at a garage of the Customer's preference and the decision of Owner in this regard shall be final and binding on all Parties.

11.3 While the Owner shall provide insurance cover for theft, the Customer shall be responsible for the difference between market value of the Vehicle and the amount received from the insurance company. In addition to the above, the Customer shall also be responsible to pay the Rental Fee towards the remaining tenure of the Rental Period or until such time the Owner's claim is successfully processed and paid by the insurance company, whichever is later. Upon the occurrence of theft of the Vehicle, in case the insurance claim is denied by the insurance company for any reason, the Customer shall be liable to immediately make good to the Owner the entire loss on the Vehicle value and revenue loss incurred by the Owner on the Vehicle for a period of [●] months from the date of theft of the Vehicle, as determined by the Owner.

12. CANCELLATION

The Customer may cancel the booking with the Owner at any time up to 48 hours before the commencement of Rental Period without incurring any charges by calling the Owner's toll free hotline number (7569 374 836) or by way of an email to the email id provided on the website of the Owner. The Customer shall be liable to pay the full Rental Fee for cancellations made within 24 hours before the commencement of the reserved Rental Period or upon failing to pick up the Vehicle (no show) at the designated time and place specified by the Owner.

13. TERMINATION

13.1. Without prejudice to any other rights to which the Owner may be entitled, the Owner may, by giving prior notice to the Customer, terminate this Agreement with immediate effect without any reason or on the occurrence of any of the following events:

- (a) The Customer breaches any of the provisions of this Agreement;
- (b) The Customer is in breach of any of the covenants, representations and warranties provided to the Owner;
- (c) The Customer commits or attempts to commit any offence which is illegal during the Rental Period;
- (d) Any accident or damage is caused to the Vehicle;
- (e) The Owner determines that the Customer or any other person, has operated the Vehicle in a rash, negligent or reckless manner.

13.2. Upon termination of this Agreement for any reason whatsoever, the Customer shall immediately return the Vehicle to the Owner in manner specified by the Owner. In the event of any termination by the Owner of this Agreement on the occurrence of any event specified in Clause 13.1 (a) to (e) above, the Customer hereby agrees that the Security Deposit shall stand forfeited to the Owner. The Customer shall also be liable to pay any outstanding Rental Fee amount or other charges that may be indicated by the Owner to the Customer.

14. REPOSSESSION

If the Customer defaults in any of the covenants, conditions or provisions of this Agreement, it is agreed that Owner may take possession of the Vehicle from the Customer at any time, at the sole discretion of the Owner.

15. ASSIGNMENT

The Customer shall not, by operation of law or otherwise, assign, transfer, sublicense or delegate this Agreement or any right accruing to the Customer hereunder without the prior written consent of the Owner. Any such prohibited assignment, transfer, sublicense or delegation may be disregarded and shall be void and of no effect. The Owner shall be free to assign, transfer, sublicense or delegate this Agreement and the rights arising out of this Agreement to any person at any time during the term of this Agreement.

16. RELATIONSHIP OF THE PARTIES

The Parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency as between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior specific written consent and authority.

17. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. The courts at Telangana, India, have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to any non-contractual obligations arising out of or in connection with this Agreement) and the parties submit to the exclusive jurisdiction of such courts.

18. DISPUTE RESOLUTION

The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they shall, at all times, act in good faith, and make all attempts to resolve all differences and disputes howsoever arising out of or in connection with this Agreement by discussion, failing which, by arbitration. Any differences and disputes that are not resolved by mutual negotiation within a period of one (1) month, after they have arisen, shall be referred to arbitration. The arbitration shall be referred to a single arbitrator mutually decided by the Parties. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Hyderabad, India, and the language of arbitration shall be English. The award by the arbitrator shall be final and binding on the Parties.

19. NOTICES

Any notice given hereunder shall be in writing, in the English language, and shall be effective upon delivery to a party via courier, overnight delivery service, or certified mail at the address set forth herein or at such other address as may be designated in writing by a party hereto.

20. WAIVER AND AMENDMENT

No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment, or modification is sought to be enforced. No failure or delay by either party in exercising any right, power, or remedy, except as is expressly provided herein, shall operate as a waiver of any such right, power, or remedy.

21. ENTIRE AGREEMENT

This Agreement shall be read together with other agreements/documents entered into and executed between the Parties and the terms and conditions and other policies available at the website/url: www.driven.in as updated from time to time. Provided however that in the event of any conflict between the provisions contained in this Agreement and the website, the provision contained in this Agreement shall prevail.

22. SURVIVAL

The provisions contained in Clauses 7 (Representations & Warranties) 8 (Indemnity) 9 (Limitation of Liability) 10 (Ownership and Title) 17 (Governing Law and Jurisdiction) 18 (Dispute Resolution) and 19 (Notices) shall survive any expiry or termination of this Agreement.

DECLARATION

In the event the Customer is taking a 2 wheeler on rent, the Customer hereby confirms and declares that prior to handing over the Vehicle, the Customer has watched a safety/instruction video provided by the Owner as regards the usage of the Vehicle. Further, the Customer acknowledges and confirms that the Customer shall abide by the guidelines contained thereunder during the entire Rental Period.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

Signed and delivered for and on behalf of the Owner

Name:

Designation:

Signed and delivered for and on behalf of the Customer

Name:

WITNESSES:

1.

2.

SCHEDULE

Details of Agreement

Date of Agreement: _____

Place of Agreement: _____

Customer: Mr./Mrs. [●], Son/Daughter of Mr. [●], aged about [●] years, residing at [●],

[or in case of a company]

[●] a company incorporated under the laws of India, having its registered office at [●],

ANNEXURE 1

DETAILS OF VEHICLE AND RENTAL PERIOD

Type of Vehicle: _____

Class: _____ Manufacturer details: _____ Colour: _____ Model: _____

Engine No: _____ Chassis No: _____ Model No: _____ Registration No: _____

Rental Period: From [●] to [●]

Start date and time of Rental Period: _____

End date and time of Rental Period: _____

Document required to be produced by the Customer: -

- 1.Passport size photograph
- 2.Driving license
- 3.Address proof
- 4.Photo Id
- 5.Original Passport
- 6.Account payee blank Cheque
- 7.Credit card details
- 8.Local guardian's address proof and id proof.

In case of any additional driver/ rider requests, also please furnish the above documents for such additional driver/ riders.

ANNEXURE 2
PAYMENT SCHEDULE

RENTAL FEE AMOUNT: INR _____

SECURITY DEPOSIT AMOUNT: INR _____

Rate/ Tariff per day: Rs. _____ X _____ = Rs. _____

Basis – self-drive, _____ Kms. per day, _____ days continuous,

Total kms limit _____ Kms.

Ex km: for maintenance beyond _____ Kms, Rs. _____ per extra km

Service Tax @ _____ %, Vat @ _____ %

OTHER ADDITIONAL OR INCIDENTAL CHARGES:

The Customer hereby agrees that the Customer shall also be liable for the following charges:

- (a) Premium Location Surcharge (if applicable) i.e. a surcharge that applies at certain premium locations, such as airports, railway stations, MCH parking areas, etc, to accommodate the charges/expenses caused to the Owner for operating in that relevant location;
- (b) Any charge for loss or damage caused to the Owner resulting from the Customer's breach of this Agreement.
- (c) For damage or loss caused to the Vehicle: (i) by use on construction sites, mines and unsealed roads; (ii) deliberately by the Customer, including an accident, or by using the vehicle in a dangerous, negligent or reckless manner; (iii) due to the vehicle being totally or partially immersed in water.
- (d) Refueling service charge, in the event the Customer has not replaced the quantity of fuel that was supplied at the start of the Rental Period upon handing over of the Vehicle to the Customer by the Owner. The charge will also include the kilometers run for refueling and will be based on the prevailing fuel rate at the time of release of the vehicle. An additional service charge equivalent to Rs. 350 will also be added for the service.
- (e) All charges related to parking, toll tax, permits, challans, government taxes, fines, court costs and intended prosecutions for parking or traffic violations or any other offences (including any costs which arise if the vehicle is clamped/ towed by the appropriate authorities). The Customer shall pay the appropriate authority any fines and costs if and when the authority demands this payment, anytime during the Rental Period or thereafter, irrespective of the number of days after which the claim or demand is made by the appropriate authority, if such demand relates to the Rental Period. All fines and intended prosecutions incurred by the Customer during the Rental Period

shall attract reasonable administration charges payable to the Owner in the event such matters are dealt with by the Owner on behalf of the Customer.

- (f) The reasonable cost of repairing any extra damage which was not noted on our vehicle check form at the start of the agreement, whether you were at fault or not.
- (g) A “loss of income” charge, when demand by the Owner, if the Vehicle cannot be provided for rent to other customers because of (i) any repair being made to the Vehicle due to damages/accident caused by the Customer; (ii) any write off in the event the Vehicle cannot be repaired; or (iii) in the event the Vehicle has been stolen during the Rental Period.
- (h) Any charges or demands arising from Motor Vehicle Inspectorate (RTO) / Police department / any other governmental agency seizing the vehicle, together with a “loss of income” charge for such period during which the Owner cannot rent out the Vehicle to other Customers.
- (i) Interest, which shall be added for every day towards any deficit amount the Customer does not make payment for to the Owner on time, at the rate of 25% p.a. which may be subject to change from time to time at the sole discretion of the Owner. [Interest amount shall be payable by the Customer to the Owner upon the expiry of 14 days from the date on which the payment was due from the Customer.] Payments received from the Customer shall be first credited against any accrued but unpaid interest amount payable by the Customer.
- (j) Any amount that is paid by credit/ debit card by the Customer and being refunded by the Owner to the Customer may attract a bank charge of 2.5% or more, which shall be deducted by the Owner from the refund amount. Further, any amount that is paid through cash by the Customer and being refunded by the Owner to the Customer may attract a handling charge of 2% or more, which shall be deducted by the Owner from the refund amount.
- (k) Costs of recovering or attempting to recover from the Customer outstanding charges, including any mercantile agent's costs, and legal costs.
- (l) Any charges relating to renting, purchasing, installing or repairing damages on additional equipment or accessories to the Vehicle which may include items such as GPS navigation systems baby car seats, music or video systems, etc.

PENALTIES FOR OVER SPEEDING

- (a) For cars or 4 wheelers; where the speed exceeds 120 km/hr but is below 140 km/hr, then the Customer shall be liable to pay a penalty of Rs.1000/-. In the event the speed exceeds 140km/hr, then the Security Deposit shall be forfeited by the Owner. In any case, if the speed exceeds the speed limit set by law, the Customer shall be liable to pay to the Owner, a penalty of Rs. 1000/- or such additional amounts as determined by the Owner. Such penalty shall be in addition to any fines that may be imposed by the concerned government department.
- (b) For motorcycles - where the speed exceeds 100 km/hr but is below 120 km/hr, then the Customer shall be liable to pay a penalty of Rs.1000/-. In the event the speed exceeds 120 km/hr, then the Security Deposit shall be forfeited by the Owner. In any case, if the speed exceeds the speed limit set by law, the Customer shall be liable to pay to the Owner, a penalty of Rs. 1000/- or such additional amounts as determined by the Owner. Such penalty

shall be in addition to any fines that may be imposed by the concerned government department.

UNAUTHORIZED USAGE OF VEHICLE

- (a) Use the Vehicle for any activity that is illegal as per the laws of the Country;
- (b) Smoke or consume alcohol or narcotic substances inside the Vehicle. Violation of this rule shall result in a penalty charge up to an amount of Rs. 5000/- plus any cost relating to deodorizing the car and any other clean up that might be required;
- (c) Make unauthorised use of the documents of the Vehicle (e.g., RC Book, fitness, PUC, Insurance, etc.) or provide the documents of Vehicle to anybody or remove from the Vehicle any document provided with the Vehicle at any given time;
- (d) Put up any decoration (e.g., flowers, ribbons, bouquets, etc.) on the Vehicle without the prior written consent of the Owner Violation of this rule shall result in a penalty charge up to an amount of Rs. 5000/- plus any cost relating to clean up of the car and any other expenses that might be required for restoring the Vehicle to its original condition;
- (e) Use the Vehicle if it has been damaged or become unsafe to use;
- (f) Carry any inflammable, explosive or corrosive materials, contraband & narcotics & products banned by the Government.;
- (g) Use the Vehicle for hire or reward;
- (h) Use the Vehicle to carry any deceased;
- (i) Use the Vehicle to carry animals or pets;
- (j) Use the Vehicle for motor-sports or any such activity that may impair the long-term performance and condition of the vehicle (e.g., racing, hill climbing, off-roading, reckless driving, or teaching someone to drive);
- (k) Use the vehicle while under the influence of alcohol or drugs;
- (l) Operate the Vehicle outside the city of hire, without obtaining prior written permission of the Owner. In the event of any travel outside the twin cities of Hyderabad and Secunderabad, a written itinerary (with all the necessary documentation) should be provided and agreed upon in writing prior to the travel;
- (m) Load the Vehicle beyond the manufacturer's maximum weight recommendations for passengers and baggage or as determined for the same under applicable law;
- (n) Operate the vehicle off road or on roads unsuitable for the vehicle;
- (o) Drive in areas restricted by law or by any competent authority;
- (p) Use the vehicle for driver training activities; or
- (q) Use the vehicle for towing;

ANNEXURE 3

CREDIT CARD AUTHORIZATION LETTER FORMAT

CREDIT CARD AUTHORIZATION

Product : Car Rentals _____ Tours (Itinerary based) _____

Client Details: Name: M/s/ Mr/Mrs. _____

Billing Address: _____

Permanent Address: _____

Tel. No: _____ Fax No: _____

Mobile: _____ E Mail: _____

Date of Birth _____ P.P.No./DLN NO. _____

Credit Card Details: Credit Card No:

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(If Amex/Visa THEN 4/3 digit code)

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Amex Master Visa Rupay Diner Maestro

Expiry Date.: [MM/YY] Authorization No.

TO WHOMSOEVER IT MAY CONCERN

I hereby provide my consent to Driven By You Mobility LLP / M/s. 4 Wheel Travels / M/s. Noori Travels (collectively, "**Driven**") for using my credit card details provided above for collecting payment/ recovering any charges, costs, expenses or damages that I may be liable to pay to Driven (collectively, "**Charges**") as agreed to by me under and in pursuance to the Vehicle Rental Agreement dated _____ executed between myself and Driven ("**Vehicle Rental Agreement**").

I have understood and hereby accept the rates and the terms and conditions mentioned under the Vehicle Rental Agreement and/or any other enclosures/annexures attached thereto executed by me with Driven.

I hereby agree that I shall not dispute or protest the Charges recovered by Driven from my credit card and shall make the requisite payments towards such Charges on my credit card to my bank as and when it is notified or billed to me by my bank. I acknowledge and accept that the Charges in my card statement will reflect as been made to “Driven By You Mobility LLP/ M/s.4 Wheel Travels/ M/s. Noori Travels” and I shall have no objection to the same.

I hereby agree that any amounts towards the Charges may be charged to my nominated credit card by Driven as mentioned above at their sole discretion, in accordance with the terms of the Vehicle Rental Agreement and other agreements executed by me with Driven. This instruction shall be valid on an ongoing basis.

I hereby agree to intimate Driven in writing if my abovementioned nominated credit card account is cancelled, substituted or not renewed by my bank or if the same has expired, within 2 (two) days of the same being cancelled or substituted or expired. In the event of insufficient funds in my credit account or for any other reason any payment due to Driven is withheld/ disallowed by my bankers, I hereby agree to provide such alternative payment instructions as may be specified by Driven and fully compensate Driven of such due amounts owed by me immediately upon intimation of the same by Driven.

Regards,

(Customer's Signature)

Name of the Customer:

Date:

ANNEXURE 4

PARENT AUTHORIZATION LETTER FORMAT

LEGAL GUARDIAN APPROVAL FORM FOR DRIVER/RIDER UNDER 21 YEARS OF AGE

I, [●] aged [●] years, state that I am the [●] (Father/Mother/ Legal Guardian) of Mr. [●] and hereby provide my consent to allow [●]aged [●] years to rent the vehicle from Driven By You Mobility LLP (**Driven**) as per the terms of the Vehicle Rental Agreement dated [●] executed between [●] and Driven.

I hereby acknowledge and accept that Driven shall not in manner whatsoever, be responsible for any accidents, losses, claims or damages that may arise out the vehicle being provided on rent to Mr. [●] and hereby waive any right that I as the [●] (Father/Mother/ Legal Guardian) of [●], may have against Driven in this regard.

Acknowledged and Accepted:

Parent or Legal Guardian

Date: [●]

Place: [●]

Note:

This authorization will be valid for a period of 6 months unless mentioned otherwise by the Parent or Legal Guardian.