

IF THIS DOCUMENT IS NOT IN A LANGUAGE THAT YOU UNDERSTAND, YOU SHALL CONTACT OLA AT LEGALAGREEMENTS@OLACABS.COM. FAILURE TO DO SO WITHIN 12 (TWELVE) HOURS FROM THE TIME OF RECEIPT OF THIS DOCUMENT AND YOUR ACCEPTANCE OF THIS DOCUMENT BY CLICKING ON THE 'I ACCEPT' BUTTON SHALL BE CONSIDERED AS YOUR UNDERSTANDING OF THIS DOCUMENT.

OLA POINT SUBSCRIPTION AGREEMENT

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

This Subscription Agreement ("**Agreement**") is effective from the date of acceptance of this Agreement by OLA Point Service Provider OPSP.

This Agreement is made between **ANI Technologies Private Limited**, a company registered under the Companies Act, 1956 and having its registered office at Regent Insignia, #414, 3rd Floor, 4th Block, 7th Main, 100 Feet Road, Koramangala, Bangalore - 560034, India (hereinafter referred to as "**OLA**" which expression shall mean and include its representatives, successors-in-office, affiliates and assigns) on the **ONE PART**;

AND

An individual or a legal entity desirous of listing himself / itself as an OPSP on the Portal (*defined hereinafter*), in order to assist existing or willing customers ("**Users**") for making bookings on the App (defined hereinafter) operated by OLA, so that the Users avail transportation services facilitated by OLA. The OPSP (*defined hereinafter*) has represented that he fulfills the eligibility criteria annexed hereto as **Exhibit C** and is in compliance with all applicable laws for the provision of booking services through the Portal.

(hereinafter referred to as the "**OLA Point Service Provider / OPSP**") of the **OTHER PART**.

OLA and the OPSP shall hereinafter individually be referred to as "**Party**" and collectively as "**Parties**".

Exhibits 'A', 'B' and 'C' are collectively referred to as '**Exhibits**'.

WHEREAS OLA owns and operates a software application called "OLA Point", an online platform which OPSP could use to assist the Users to book cabs ("**App / Portal**") or such other URL as may be specifically provided by OLA that registers the OPSPs.

AND WHEREAS on the basis of the representations and warranties provided by the OPSPs, OLA has

agreed to list the OPSPs on the Portal to enable the OPSPs provide booking services to the Users through the use of the Portal ("**Services**") in accordance with the terms and conditions set out herein.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS

I. Scope and Obligations

1. The OPSP shall subscribe and register on the Portal, by entering the registration details more fully enumerated under Exhibit A (hereinafter referred to as "**Registration Data**") to this Agreement.
2. Providing the Registration Data by the OPSP shall effect in the OPSP's registration with OLA and shall make the OPSP eligible for providing Services through the Portal.
3. The OPSP acknowledges and agrees that all rights, obligations and liabilities of the OPSP and OLA shall be governed in accordance with this Agreement. The OPSP hereby represents that the OPSP has read and understood this Agreement fully and the terms contained therein are agreeable to the OPSP.

II. Device

1. For registration on the Portal, the OPSP shall bring his own device, the functionality of which shall support the access of the Portal.
2. An OLA representative may assist the OPSP in installing and accessing the Portal for becoming an OPSP within the meaning of this Agreement. In no event shall OLA or OLA's representative be responsible for any incorrect information/credentials entered by the OPSP while registering on the Portal.

III. Representations and Warranties

1. The OPSP represents and warrants that the OPSP has and will always maintain all requisite power and authority to deliver and perform the obligations imposed herein including necessary licenses, consents, permission and approvals under applicable laws.
2. The OPSP represents and warrants that by performance of the transactions

contemplated by this Agreement does not and will not conflict with any law or regulation applicable to the OPSP or any guidelines, rules, regulations including any judicial, official, governmental and/or statutory and/or regulatory orders and/or judgments whether interim, final or otherwise or with any other contract to which the OPSP is a party.

3. The OPSP represents and warrants that OPSP has not been convicted by any court in India for any cognizable offence or an offence punishable with imprisonment for more than 3 years, under the laws of India.
4. The OPSP undertakes that, at all times during the Term, the access and performance of Services through the Portal shall not violate the intellectual property rights of any third party and for any breach or violation of such intellectual property rights, the OPSP shall be solely responsible.
5. The OPSP represents and warrants that OPSP has the necessary authorizations, permissions from the concerned authorities to conduct operations as an OPSP.
6. The OPSP hereby expressly agrees that the OPSP shall not use the device for any illegal purposes.

IV. Disclaimer

1. You agree that OLA's role is limited to (a) managing and operating the Portal and being a market place solely for facilitating the Services to be provided by the OPSP, (b) being an online booking platform facilitating the provision of transport services by the transport service provider to the Users through the use of the Portal (c) acting as a payment facilitator in order to facilitate the transactions between the transport service provider and the Users.

Accordingly, OLA is merely an intermediary providing online marketplace services and the Portal is only a platform where the OPSP shall offer Services to the Users.

2. OLA disclaims and shall disclaim all representations and warranties to the OPSP, of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness for any purposes in respect of the Portal or the Services provided through the Portal.
3. OLA does not warrant to the OPSP that OPSP will be able to use the Portal at all times or locations or that the Portal and the Services provided through the Portal will be uninterrupted or virus-free or error-free or free from any malicious software and that the defects will be corrected by OLA.

V. **Payment Terms**

1. In consideration of providing the Services, the OPSP shall be entitled to booking fee from each User for each instance of completed booking ("**Booking Fee**"), where such Booking Fee is mutually decided between OLA and OPSP, more particularly set out in **Exhibit B**. OLA may, with consultation of OPSP, change the Booking Fee at any time.
2. If decided by OLA at its sole discretion from time to time, OLA may pay certain amounts, as decided by OLA from time to time, as incentives to the OPSPs. The criteria for awarding incentives shall be solely determined by OLA.
3. The OPSP acknowledges and agrees that it appoints OLA as the collection agent on behalf of OPSP, to collect the Booking Fee in respect of the bookings done through the Portal. OLA agrees to remit to OPSP the Booking Fee collected from Users on weekly basis or at such intervals, as may be solely determined by OLA from time to time, provided that OLA shall be entitled to deduct amounts from the Booking Fee prior to remittance to OPSP which OPSP may owe to OLA from time to time.
4. As part of use of the Portal by OPSP,

OLA provides OPSP a system for the delivery of receipts to Users for OPSP's booking Services availed by Users. In this connection, upon OPSP's completion of booking Service for an User and completion of ride booked by User through OPSP, OLA will prepare a receipt and issue such receipt to the User via email or 'OlaCabs mobile application' on OPSP's behalf. Such receipts are also provided to OPSP via email or Portal. Receipts may include the breakdown of Booking Fee including specific information about OPSP such as OPSP's name and contact information.

5. All payments made by OLA to OPSP in connection with this Agreement, including remittance of the Booking Fee to OPSP, shall be subject to deduction of withholding taxes under applicable Indian laws, if any.

VI. **Obligations of the OPSP**

1. The OPSP shall assist the Users in making the bookings by creating an account on the Portal by entering the credentials of the Users.
2. The Portal has been licensed to the OPSP under clause VIII of this Agreement and therefore, OPSP shall not allow the Users to access the App/Portal of OPSP directly.
3. The OPSP shall keep the User information confidential and at no point in time share it with any Third Party for any purposes whatsoever.

"Third Party" for the purposes of this Agreement shall mean any person not a party to this Agreement.
4. The OPSP shall be polite, conduct himself with highest standards of morality and honesty and be courteous to the Users that approach OPSP for making the bookings and shall not misbehave with or mislead the Users in any manner.
5. The OPSP will not charge or require the Users to pay any amounts, except as agreed between OLA and OPSP.
6. The OPSP shall never disparage OLA in

any manner.

7. The OPSP shall not make the prospective users wait beyond a reasonable time for making bookings for them.
8. If requested by the User, OPSP shall show or explain the User terms and conditions of OLA for availing transportation services facilitated by OLA either in the hard copy or on the Portal, as the case may be.

VII. **Confidentiality**

The OPSP acknowledges that pursuant to this Agreement, OPSP will have access to confidential information of OLA and its affiliates, or the confidential information of the Users. The OPSP undertakes to keep confidential all data and other confidential information of OLA and the Users and shall not sell or otherwise make that information available to any third party. Confidential information shall mean and include all information, whether verbal or written, disclosed to the OPSP by OLA or the Users, as the case may be, including but not limited to details pertaining to sensitive personal information as defined under the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011), the contents of the Portal or any other information, whether provided orally or in writing, received or to be received by the Users/OLA. Further, the Confidential Information at no times can be disclosed to any party in the same or similar business as that of OLA ("**Competitor**"). In the event, OLA becomes aware that the Confidential Information has been disclosed to a Competitor or has been used for the benefit/interest of the Competitor, OLA can claim such damages as it may suffer due to such losses.

VIII. **License and Proprietary Rights**

1. License Grant: Subject to the terms and conditions of this Agreement, OLA hereby grants the OPSP a limited, non-exclusive, non-transferable, non-sub-

licensable, non-assignable license, during the term of this Agreement, to use and access the Portal of OLA solely for the purpose of providing Services to the Users. All rights not expressly granted to the OPSP herein are reserved by OLA.

2. Ownership. The Portal and the Confidential Information, including but not limited to all intellectual property rights such as OLA's name, logos, product and service names, trademarks, services marks or other indicia of ownership ("**OLA Intellectual Property**"), shall remain the property of OLA. Neither this Agreement, nor the OPSP's use of the Portal grants to the OPSP any rights: (a) in or related to the Portal, except for the limited license granted above; or (b) to use or reference in any manner OLA's Intellectual Property.
3. The OPSP agrees that it 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.
4. OLA hereby grants to the OPSP for the Term a non-sub-licensable, non-exclusive, royalty free license to use OLA's marks including but not limited to name and logo. The usage of OLA's marks for branding, shall be strictly in accordance with the written instructions provided by OLA or OLA's branding guidelines as will be made available as and when a request is made.

IX. **Indemnification**

1. The OPSP agrees and undertakes to indemnify and to hold harmless OLA and other parties determined by OLA, OLA 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 the OPSP of the his obligations, responsibilities,

representations, or warranties under this Agreement (ii) any infringement or unauthorized use of intellectual property rights of OLA including but not limited to infringement of intellectual property rights of OLA in the Portal (iii) any breach of the confidentiality obligations of the OPSP under this Agreement (iv) any violation of the applicable law or violation of any authorizations/permissions required to act as a OPSP under applicable laws ; (v) any harm to the reputation and goodwill of OLA directly attributable to the OPSP; and (vi) failure of the OPSP to make tax payments in accordance with applicable laws.

2. The OPSP 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 Users of the Portal received by OLA with respect to deficient Services.
3. Notwithstanding anything contained in this Agreement, however, subject to applicable laws, the total aggregate liability of OLA under this Agreement whether in contract (including in respect of the indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with the performance or contemplated performance of this Agreement shall be limited to INR 1000/- (Rupees One Thousand).

X. **Entire Agreement**

This Agreement along with, various Exhibits will be in the nature e-contracts and shall form the entire agreement between the Parties and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any Party hereto unless arising out of the specific provisions of this Agreement and expressly accepted by the Parties hereto.

XI. **Term and Termination**

1. This Agreement shall commence at the date of acceptance of these terms and conditions by the OPSP and shall continue till the time this Agreement is terminated in accordance with Clause XI(2) and Clause XI(3) ("**Term**").
2. The Parties to this Agreement shall be entitled to terminate this Agreement with a prior written notice of five (5) business days to the other Party without assigning any reason for the termination.
3. OLA shall be entitled to terminate this Agreement immediately for breach of any terms in this Agreement by the OPSP.
4. If determined by OLA at its sole discretion, OLA may not terminate the Agreement and instruct the OPSP to cure the breach within such time period as may be decided by OLA ("**Grace Period**"). However, during the Grace Period, OLA shall be entitled to suspend the account of the OPSP till the breach is cured by OPSP.
5. Upon termination of this Agreement, the registration of the OPSP with OLA shall stand cancelled and his account shall be terminated and the OPSP shall not be eligible to provide Services through the Portal.

XII. **Notice**

1. 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 this Agreement:

i. 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: As provided during attachment

ii. By SMS sent to mobile number at:

OLA: Not Applicable;

OPSP: As provided during

attachment.

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

iv. By registered mail.

2. In the event the delivery of the notice is attempted to be made by means set out in clauses XIII(1)(iii) and (iv) by the Party, the notice shall be deemed delivered on the third day from the date of the notice.

XIII. Relationship between Parties

1. During the Term of this Agreement, the OPSP shall operate as and have the status of an independent contractor and shall not act as, be or construed to be an agent or employee of OLA. The relationship between the Parties is on a principal-to-principal basis, and none of the provisions of this Agreement shall be interpreted as creating the relationship of employer and employee between the OPSP and OLA at any time, under any circumstances or for any purpose. Therefore, the OPSP will not be entitled to any employee benefits, statutory or otherwise, offered by OLA to its employees including but not limited to wages, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, or employee benefits of any kind. The OPSP shall be responsible for the payment of all applicable taxes to which he may be subject as an independent contractor.
2. The OPSP acknowledges and agrees that OPSP's provision of Services to Users creates a direct business relationship between OPSP and the User. OPSP shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from provision of OPSP Services.
3. The OPSP agrees not to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of OLA. The OPSP does not have the authority to create, modify or

terminate a contractual relationship(s) between OLA and any third party or act for or bind OLA in any respect. Any act of the OPSP on behalf of OLA which may be regarded as over and above the duties and responsibilities as provided in this Agreement, shall be deemed to be unauthorized, unlawful and the OPSP shall be personally liable for the same.

XIV. Governing Law and Dispute Resolution

1. Subject to clause XIV(2) below, if any dispute arises between the OPSP and OLA, in connection with, or arising out of, this Agreement, 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.
2. This Agreement shall be governed by and construed in accordance with the laws of India. The courts in Bangalore shall have the exclusive jurisdiction in connection with this Agreement.
3. In addition to above remedies, OLA shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the OPSP from committing any violation of the covenants and obligations set out in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies OLA may have at law or in equity.

XV. Amendment

Without prejudice to the provisions of clause V(1) of this Agreement, OLA may amend any and all provisions of this Agreement and Exhibits annexed to this Agreement at its discretion and notify the OPSP in accordance with Clause XIII of this Agreement regarding the same.

EXHIBIT-A
DETAILS OF THE OLA POINT SERVICE PROVIDER

A. Documents to be provided:

Part I: If the OPSP is a company

- ☐ ID Proof (PAN Card, Driving licence, passport, adhar, Voter ID card);
- ☐ Address Proof
- ☐ PAN Card
- ☐ Certificate of Incorporation
- ☐ Company Cancelled Cheque (with Bank Name, Address, IFSC, Account no.)
- ☐ Service Tax / TIN no. and
- ☐ Such other documents as may be required by OLA.

Part II: If the OPSP is an individual

- ☒ ID Proof (PAN Card, Driving licence, passport, adhar, Voter ID card);
- ☐ Address Proof
- ☐ PAN Card
- ☐ Cancelled Cheque (with Bank Name, Address, IFSC, Account no.)
- ☐ Such other documents as may be required by OLA

B. Information to be provided in case the OPSP is an individual :

Name:	
Permanent Address:	
Current Address:	
Phone no.:	
Email id:	
Bank Account details of the OPSP (Bank name, account number and IFSC Code);	
Contact details of 2 (two) family members of the OPSP ; and	
Such other documents/ information as may be required by OLA	

C. Information to be provided in case the OPSP is a company/partnership firm:

Name:	
Permanent Address:	
Current Address:	
Phone no.:	
Email id:	
Bank Account details of the Company (Bank name, account number and IFSC Code);	
Such other documents/ information as may be required by OLA	

EXHIBIT-B
COMMERCIAL TERMS SEGMENT

Sr. No.	Description of Commercial Terms	Details
1.	OPSP Device Model & Serial No.	To be informed by OLA from time to time.
2.	Platform Subscription Fees for the use of OLA technology platform (Rs.).	
3.	Incentives, if any.	
4.	Commission Payable to OLA (Percentage).	
5.	Security Deposit for OLA Device.	

EXHIBIT-C
ELIGIBILITY CRITERIA

- i. The OPSP must be competent to contract within the meaning of the Indian Contract Act, 1872.
- ii. The OPSP must have a 'Reserve Bank of India KYC compliant' bank account.
- iii. The OPSP must not have been convicted of any offence for the preceding 10 years.
- iv. The OPSP must be a man of good repute and character and must never have been convicted of an offence involving moral turpitude and that no warrant, summons, FIR or any other process must have been initiated against or issued in the OPSP's name by any court of law, Governmental authority or law enforcement agency. Further, no proceeding must be pending against the OPSP and neither the OPSP been convicted of any cognizable offence under the Code of Criminal Procedure, 1973, including fraud, sexual offences, use of a motor vehicle to commit cognizable offence, or of any crime involving property damage, theft, acts of violence, or acts of terror.
- v. The OPSP must have any sort of functioning electronic device (Smart Phone, Tablet, or Computer) which should support the access of the Ola Point portal through the use of such device.
- vi. The OPSP must have working internet (3G, 4G, Broadband, or Wi-Fi) in the above mentioned electronic device to be able to access the Ola Point portal and make cab bookings for his/her customers.