

This DRAFT VEHICLE RIDER AGREEMENT has been listed on the website www.cosmoworld.com for information purpose only for the individuals interested in availing the vehicle hire services, which will be provided by the dealers cum vehicle owners of Cosmo World in their individual capacity who are under “*principal to principal*” basis arrangement with Cosmo World. Cosmo World or its website www.cosmoworld.com neither solicit nor seek registration for the vehicle hire services.

This Draft Vehicle Rider Agreement is not a legally binding document between you and Cosmo World. An individual is free to enter into Vehicle Hire Agreement with the dealers cum vehicle owners at their sole risk and liability. You are advised to visit the dealer location personally to know the manner of execution of service from the dealer cum vehicle owner. Cosmo World specifically disclaims any liability arising from the deficiency in the manner and fashion of the service provided by the dealer cum vehicle owner.

DRAFT VEHICLE RIDER AGREEMENT

Vehicle owner reserves the right to change the terms of this Vehicle Rider Agreement from time to time at its sole discretion and without any notice and such amendments shall be binding on the rider.

In the event of any conflict between this agreement and any other document with respect to Vehicle owner’s other programmes, these terms and conditions shall govern except otherwise set forth from Vehicle owner in writing.

Definitions:

- i. **Rider** for the purposes of this Agreement means any citizen of India who applies for taking the vehicle on hire basis for a fixed duration from the Vehicle Owner and has attained legally permissible age to ride a motorized Vehicle and possesses a valid driving licence.
- ii. **Vehicle Hire Services** for the purposes of this Agreement means the service of offering the electrically powered Vehicle (two or three wheelers) Vehicle, meaning as ascribed hereunder, on rental basis for a fixed duration
- iii. **Vehicle** for the purposes of this Agreement means a motor Vehicle propelled through electric energy defined under the Motor Vehicles Act, 1988 including the exempted categories thereto and comprising of two and three wheels.
- iv. **Vehicle Owner** for the purposes of this Agreement means and include the registered legal owner of the Vehicle as per the provisions of the Motor Vehicle Act.
- v. **Gender Neutrality:** The references of masculine and feminine gender as “he or she” includes the other gender also under this Agreement.

NOW THIS AGREEMENT READS AS UNDER

1. Persons Permitted to Ride Vehicles:

- 1.1 Rider should be of legally permissible age to ride the Vehicle as of the date of the application for Vehicle Hire Services and possess a valid driving licence of India only.
- 1.2 Vehicle Owner shall solely decide to hand over the Vehicle to the Rider on hire basis. Rider holding effective driving license and approved by Vehicle Owner, may drive a Vehicle.
- 1.3 Rider shall not permit the use of the Vehicle by any third party without the prior written permission of the Vehicle Owner, failing which Rider originally booking the Vehicle shall be solely liable to indemnify Vehicle Owner without any limitation for any loss suffered by Vehicle Owner.
- 1.4 Satisfying eligibility criteria required to become a Rider does not automatically give an applicant the right to hire the Vehicle. Without prejudice, Vehicle Owner at its sole discretion shall approve or cancel the Ridership belonging to the list of prohibited areas for internal safety and security purposes.
- 1.5 Authorization to ride Vehicle Owner Vehicles shall expire immediately should any Rider's driving license expire or be revoked.
- 1.6 Rider hereby authorizes the Vehicle Owner to verify or obtain the driving records of the Rider from the jurisdiction in which the applicant is licensed and reserves the right, at its sole discretion, to suspend or terminate the Ridership of any Rider, who does not meet Vehicle Owner's driving eligibility requirements. Rider agrees to promptly report to Vehicle Owner any suspension or revocation of his/her driving license, or any tickets/citations/conviction related to any traffic violation including but not limited to driving under the influence of drugs or alcohol, driving while intoxicated, reckless driving, exceeding the speed limit, etc.
- 1.7 Rider is responsible for providing and maintaining current e-mail, cell phone, residential address (current/temporary and permanent), and other account information with Vehicle Owner. Rider further warrants that information provided to Vehicle Owner shall be absolutely correct and is bound to inform to Vehicle Owner promptly, if any change occurs in the information provided earlier including but not limited to residential address.
- 1.8 Rider should not have any pending prosecution trial for the crimes involving motor vehicles and/or not barred to drive the motor vehicle/s at the time of seeking Vehicle on hire from the Vehicle Owner. Vehicle owner reserves the right to check and verify the track record of the Rider and terminate this Agreement with immediate effect if found to be suspicious.

1.9 Notwithstanding anything to the contrary contained herein, the mere application for the Vehicle Hire Services by the Rider does not create any right or entitle him/her for the provisioning of vehicle by the Vehicle Owner, which is solely at the absolute discretion of the Vehicle Owner.

2. Prohibited Uses:

2.1 The use of a Vehicle Owner Vehicle under the following conditions is prohibited for the following purposes;

- a) any commercial activity or carrying goods;
- b) towing or pushing any Vehicle;
- c) ferrying/ transporting people under aggregator or similar services;
- d) Riding of Vehicle under the influence of (i) alcohol or (ii) any drug or medication that may affect the senses of the Rider and hinder the control over the Vehicle;
- e) any illegal activity;
- f) abusive manner or abnormal use of the Vehicle;
- h) taking the Vehicle Owner Vehicle outside India or any prohibited areas within India;
- i) driving while using a mobile phone;
- j) transport of flammable, poisonous, or otherwise hazardous substances;
- k) riding without helmet;
- l) riding with more than one pillion rider;
- m) racing, gaming or performing life endangering stunts;
- n) Vehicle shall not be driven by the Rider beyond the district/ city limits of the Vehicle hire location under any circumstances;
- o) offering the Vehicle on hire, sublet or other usage, other than those mentioned under this Agreement, to any third party.
- p) any other use that Vehicle Owner may deem illegal, unethical etc. in its sole discretion or under law, as the case may be.

2.2 Vehicle Owner may immediately suspend or terminate the use of its Vehicle should the Rider is found to be in violation/ breach of the terms of this Agreement. Rider will be solely responsible to pay the for the loss and

damages incurred by the Vehicle owner owing to the breach of the terms hereof by the Rider.

3. Requisites for Hiring the Vehicle:

3.1 Request for hiring the Vehicle should be made to the Vehicle owner 48 hours in advance from the date and time of tentative commencement of Vehicle Hire Services. Rider should possess and provide a self certified copy of the following documents at the time taking the possession of the Vehicle on hire basis;

- a) Original and valid driving licence with minimum six (6) months validity; and
- b) Duly filled application form either downloaded from the website or service location of the Vehicle Owner; and
- c) Photo Identity Card (Aadhar, Passport or Voter ID); and
- d) Rider must co-operate with the representative of Vehicle Owner in taking a photo of Vehicle along with Rider, which is meant for safety of Rider and record purposes of Vehicle Owner.

3.2 Vehicle owner reserves the right to refuse to handover the Vehicle to the Rider in case of absence of requisite documents or in case of any deficiency in the documents mentioned under cl. 3.1 above. Consequently, the booking will stand completed without any further onus of Vehicle Owner to refund or return the booking amount.

4. Duration of Hire

4.1 The Vehicle Hire Services could be offered by the Vehicle Owner on kilometre, hourly, daily, weekly, monthly or annual basis against a fixed price. Rider shall be required to pay the service fee in advance to the Vehicle Owner as per the prevailing payment schedule at the time of the approval of the Vehicle hire request application form.

4.2 Rider may request for the extension of the Vehicle Hire Services beyond the stipulated handover time by making a request in writing minimum 24 working hours before the stipulated Vehicle handover time on the payment of advance service fee for the extended duration. However, grant of the extension shall be at the sole discretion of the Vehicle Owner and in the event Rider's request is not confirmed to be extended by the Vehicle owner and the Rider fails to handover the Vehicle at the designated location of the Vehicle Owner then in such case the Rider shall be deemed to be in the unlawful possession of the Vehicle constituting the criminal breach of trust. Vehicle Owner reserves the right to initiate the criminal proceedings against the Rider and simultaneously will make all reasonable efforts to take the possession of the Vehicle from him/her immediately or any time thereafter and any location.

4.3 Notwithstanding anything to the contrary contained herein, Rider shall be deemed to be in the delay beyond one hour from the expected handover time of Vehicle or after the expiry of Vehicle Hire Services as the case may be. Delay in handing over the possession of the Vehicle will be making the Rider the guilty of breach of trust and his/her involvement in theft of Vehicle would be presumed without any doubt.

4.4 In addition to the remedies available to the Vehicle Owner herein, Rider will be liable to pay late fee, inconvenience fee and any other charges applicable as per prevailing policies of the Vehicle Owner from the scheduled end time of Your booking till the time the Vehicle is actually recovered by Vehicle Owner,

5. Handover of the Vehicle

5.1 It shall be the responsibility of the Rider to pick up the Vehicle from the designated place of the Vehicle Owner. Rider should return the Vehicle secured, clean, and in good working order, to the correct and designated Vehicle Owner space by no later than the end time of the Vehicle hire service. However, the handover of Vehicle pursuant to your booking is subject to the availability of Vehicle. Further, Vehicle Owner reserves the right to cancel any booking at its sole discretion with only liability to return the fees collected at the time of creation of booking.

5.2 Prior to taking possession of a Vehicle, Rider must check and test ride the Vehicle along with the representative of the Vehicle Owner. Rider shall immediately report any abnormality encountered on the Vehicle or in the operation of the Vehicle to the Vehicle owner immediately. If Vehicle Owner is not notified of a problem at the commencement of the Vehicle Hire Services, Rider will be deemed to be responsible for any problem with the Vehicle discovered or reported afterwards, including, without limitation, damage to the Vehicle. You may be charged a damage fee, a cleaning fee, or other applicable fees.

5.3 Vehicle Owner shall handover original registration certificate, copy of the insurance policy, copy of tax payment challans, copy of self-drive permit/licenses, original pollution clearance certificates (if required), Vehicle's key and other requisite documents to the Rider at the time of handover of the Vehicle. Rider must carry said documents while riding the Vehicle all the times for the production of the same on demand of the traffic authorities. Rider should return the above said documents to the Vehicle Owner at the time of return of the Vehicle to the Vehicle Owner.

5.4 Rider shall be responsible to pay all charge, estimated cost for repair and/or replacement of parts, dents etc. if necessitated upon inspection of the Vehicle at the time of handover. Notwithstanding anything contrary contained under this Agreement, any damage caused to Vehicle/Vehicle Owner because of Rider's wilful misconduct or gross negligence, during such time when the

Vehicle is not in motion, will attract charges/fees as per the sole discretion of Vehicle Owner.

- 5.5 Rider should report to Vehicle Owner immediately any condition that impairs the driving functionality of the Vehicle while the Vehicle Hire Services is in effect.
- 5.6 In case of theft of the Vehicle or any accidental incidences must be immediately reported to Vehicle Owner and the nearest police station with a detailed written complaint based on actual facts. Rider shall be responsible to co-operate during the investigation of such matters by the police authorities, settlement of insurance queries etc. and bear witness, if required, before the Court as and when required.
- 5.7 Rider shall be responsible to pay charges towards, including but not limited to, rentals, excess kilometre driving charges, late fees, late charges, extensions fees, penalties or fines, if any etc.

6. Personal Belongings:

Vehicle Owner encourages all its Riders to take full responsibility of their belongings. In case of any Rider claims to have left back any luggage or any phones or personal music devices inadvertently in Vehicle Owner Vehicle after the Rider completes his/her reservation, Vehicle Owner shall endeavour to locate the lost belongings on a "best-effort" basis only.

7. Maintenance & Roadside Assistance

- 7.1 Vehicle Owner will perform all necessary and required routine maintenance on all of its Vehicles. However, Rider is responsible for the cleanliness of Vehicle and is expected to assist in helping Vehicle Owner to maintain the driving safety and performance of the Vehicle, in particular during longer reservations or when the Vehicle indicates that service or maintenance is required.
- 7.2 Vehicle may require Roadside Assistance from time to time. Vehicle Owner makes reasonable best efforts to provide Roadside Assistance support in all cases. If, however, a Rider's need for Roadside Assistance results from a breach of these Terms and Conditions, the Rider may be charged for the full costs of the towing, repair & maintenance.
- 7.3 All breakdowns or incidents involving Vehicle Owner Vehicles must be reported to Vehicle Owner immediately by phone.

8. Traffic Violations:

Rider shall be solely responsible for any traffic violations incurred due to unauthorised parking, excess speeding, lane violation, signal violation etc. Rider is liable for payment of all tolls and any fines for toll evasion. All fines imposed in this regard shall be payable by the Rider to the traffic police or

before the Court. Rider must report such violations to a Vehicle Owner representative immediately.

9. Insurance:

If rider is in full compliance with the terms and conditions herein, Vehicle Owner shall provide primary third party liability protection, which will be to the extent of claims / liabilities covered by Vehicle owner's Vehicle insurer, on Vehicle owner's Vehicles for any/ all claims and/or liabilities arising during the use or operation of the Vehicle by the rider. Rider will be responsible for any associated deductible charges directly/indirectly personally attributable to the rider's default or otherwise as per discretion of Vehicle owner.

10. Confidential Information:

- 10.1 Rider's personal data, including, but not limited to, name, e-mail id, copy of driving license image, aadhar, voter id, passport or any documents will be used by the Vehicle solely for the purposes of this Agreement and be treated as the confidential information of the Rider and may not be disclosed to any third party. However, the Vehicle Owner shall not be bound by the confidentiality obligations in case of receipt of any summons from judicial or quasi judicial authority, tribunals, court, initiation of any investigation against the Rider for the violation of the provisions of Motor Vehicle Act, 1988 & Rules thereunder, including amendments thereto, and other offences, whereby the dissemination of the personal information of the Rider is necessitated.
- 10.2 Vehicle Owner shall be entitled to disclose information of the Rider to Vehicle Owner's parent company and to all companies controlled by Vehicle Owner or any of its affiliates and to any government body as required by the law/ or by directive/ or request from any government body or to any third party deemed fit and proper by Vehicle Owner, in its absolute discretion.

11. Dispute Resolution:

Any Dispute, controversy or claims by or between, Vehicle Owner and Rider, hereto arising out of or relating to or in connection with terms and conditions of this Vehicle Rider Agreement be referred to the sole arbitrator appointed by the Vehicle Owner. Arbitration proceedings will be held in accordance with the Indian Arbitration and Conciliation Act, 1996 and amendments thereto. The arbitration proceedings shall be conducted in Lucknow, Uttar Pradesh in English language only. Subject to the Arbitration, the Courts situated at Lucknow, Uttar Pradesh shall have the exclusive jurisdiction to try and adjudicate upon the disputes arising from or connected to this Agreement between the Rider and the Vehicle Owner.

12. Severability:

If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue

in full force and effect as if this Agreement had been executed with the invalid portion eliminated.

13. No Waiver:

No waiver of default by Rider under any of the Terms or Conditions of this Agreement shall be construed as a waiver of any prior or subsequent default of any of the Terms or Conditions of this Agreement.

14. Assignment:

The rights granted to the Rider under this Agreement are not assignable or transferable, in whole or part. Any attempt to transfer this Agreement without the written consent of Vehicle Owner shall be void and of no force and effect. Vehicle Owner reserves the right and can at its absolute discretion can assign the rights and obligations under this Agreement to an affiliate or to another entity in connection with a corporate transaction or otherwise.

15. Principal-to-Principal Agreement

Rider will never be deemed to be Vehicle Owner's agent, servant, or employee in any manner for any purpose whatsoever.

16. Terms & Termination:

16.1 This Agreement shall come into force from the date of receipt of the advance hire service fee by the Vehicle Owner and be valid and effective until the handover of the Vehicle by the Rider in a satisfactory condition. However, the obligations of the Rider arising from the violations attracting legal consequences by virtue of use of the Vehicle by the Rider before the handover date and time, including the payment of damages to the Vehicle Owner, shall survive termination and continue to remain valid and in force indefinitely and the Rider shall indemnify and keep the Vehicle Owner Indemnified against all actions, claims, suits, actions, litigation, challans, penalty/ies, etc., including the attorney fee, arising from usage of the Vehicle by the Rider during his possession.

16.2 This Vehicle Rider Agreement shall continue to apply until terminated by either the Rider or Vehicle Owner as set forth below;

- i. Rider may cancel his request for the hire of Vehicle and terminate this Agreement anytime subject to the cancellation and refund policies of the Vehicle Owner under this Agreement or the policies prevailing at time of request for the cancellation.
- ii. Vehicle Owner may, in its sole discretion without prior notice and reasons terminate this Agreement anytime and may block Rider and or applicant's future access to the hire services of the Vehicle Owner.

17. Refund and Cancellation & Other Policies

- i. Cancellation of hourly & daily hire plans is not allowed and no refund is applicable.
- ii. Cancellation on weekly Rentals is allowed. In such case daily rentals charges will be applicable for the consumed days and remaining amount would be returned.
- iii. Cancellation on Monthly Rentals is allowed. In such case Weekly rental charges applicable if returned on completion of any week, and daily rental charges applicable if returned in between the week.
- iv. Refund as applicable shall be paid back only after confirming No Damages/Dents/Loss of Parts/ etc. to the Vehicle. In case of any damage to the Vehicle thus not covered under the standard insurance terms shall be paid by the Rider.
- v. All major parts like Charger / Charge controller / Battery / Motor serial numbers shall be noted before issuing the Scooter to the rider, any misplacement / Loss / Replacement of any part is not allowed.
- vi. Daily hire plan is valid for 24 hrs from the time of commencement of services. Late return beyond one (1) hour from the stipulated return date and time shall be charged as per the daily plan.
- vii. It's the responsibility of the Rider to charge the battery of the Vehicle on need basis on its own.
- ix. Vehicle hire fee shall be paid in advance along with the refundable or adjustable security deposit depending on the make and model of the Vehicle shall be paid in advance only.

18. Limitation of liability

Under no circumstances the liability of the Vehicle Owner shall exceed the Vehicle Hire Services fee paid by the Rider only.

19. Force Majeure:

If performance of any Service or obligation under the terms and conditions of this Vehicle Rider Agreement or any other provisions of the policies of the Vehicle owner or other third parties in fulfilment of transaction etc. are prevented, restricted, delayed or interfered with by reason of labour disputes, strikes, acts of God, floods, lightning, severe weather, pandemic, famine, shortages of materials, war, warlike situation, war, rationing, utility or communication failures, earthquakes, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal

effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause, which are beyond the reasonable commercial control of Vehicle Owner or its third parties performing such services as sub-contractor to Vehicle Owner and could not have been prevented by reasonable precautions (each, a "Force Majeure Event"), then Vehicle Owner shall be excused from such performance to the extent of and during the period of such Force Majeure Event. Vehicle Owner shall exercise all reasonable commercial efforts to continue to perform its obligations hereunder.

20. Communications.

Rider hereby authorises the Vehicle Owner to send information or communication to him/her through electronic channels generally used to set up one-to-one communication between the sender and receiving parties. Vehicle Owner shall be free to share the promotional offers and regular updates related to Vehicle services to the Rider during and after the expiry of the services and the Rider hereby grants unconditional consent for the same. Rider may write to the Vehicle owner should he/she desires to unsubscribe from receiving above said communication or information.

21. Feedbacks, Information & Testimonials:

Any feedback qua the Vehicle Hire Services and the testimonials of the experience by the Rider shall be deemed to be non-confidential. Vehicle Owner reserves the right to use such information without any restriction. Further, by submitting the feedback, You represent and warrant that (i) Your feedback does not contain confidential or proprietary information of anybody including you and third parties; (ii) Vehicle Owner is not under any obligation of confidentiality, express or implied, with respect to the feedback; (iii) Vehicle Owner may have something similar to the feedback already under consideration or in development; and (iv) You are not entitled to any compensation or reimbursement of any kind from Vehicle Owner for the feedback under any circumstances.

END OF DRAFT