

CONTRACT FOR PROVISION OF RIDE HAILING SERVICES ON THE LITTLE APP

This Agreement is made on this day of....., 2022(Commencement Date).

Little Limited, a limited liability company incorporated in the Republic of Kenya and of Post Office Box Number 13628-00800 with its head office located at Craft Silicon Campus, Musa Gitau Road, off Waiyaki Way (hereinafter referred to as “Little”) which expression shall include its successors and assigns;

AND

..... an adult of sound mind and disposition, and a holder of Kenyan National Identification Card number, (hereinafter referred to as Partner/Driver) which expression shall include its successors and assigns;.

(Individually the “Party” and together the “Parties”)

WHEREAS:

- A. Little is a technology company that offers ride hailing services among others services; and
- B. Little allows independent contractor drivers and passengers to connect for transportation services and the Partner/Driver is desirous of being onboarded to offer the said services by downloading the Little Application from the Play Store or App Store onto their individual phones as per the Terms and Conditions therein.

NOW THEREFORE, the Parties hereto agree as follows:

1. Relationship between the parties

- 1.1 Both Parties agree that the Partner/drivers on the Little platform are independent contractors and are NOT employees of Little;
- 1.2 Accordingly, all acts and omissions of one party shall be and be deemed to be acts or omissions of that party in its own name as principal and the other party shall not be deemed to be its representative, partner, agent, employee or employer nor shall any joint liability exist between the Parties for any purpose.

2. Obligations of the Partner/Driver

- 2.1 Provide documentation to corroborate that they are licensed to drive a motor vehicle and possesses a valid Public Service Vehicle license;
- 2.2 Ensure vehicles under their account on the Little platform have valid comprehensive PSV insurance;
- 2.3 Report any accident that results in any death or serious injury to Little within twenty-four hours after the accident;
- 2.4 Ensure that their motor vehicles on the Little App have valid certificates of worthiness;

- 2.5 Ensure they possess valid Public Service Vehicle badge;
- 2.6 Ensure that their vehicles registered on the Little App are not more than sixteen years from the date of manufacture;
- 2.7 Ensure that the vehicles registered on the Little App are equipped with a hands-free accessory for mobile devices;
- 2.8 Not drive while having consumed any intoxicating liquor;
- 2.9 Display at a conspicuous place on the vehicle a sticker or an identification mark approved by Little;
- 2.10 Comply, so far as is reasonable, with any lawful instruction that is given by Little to enable compliance with all applicable laws of Kenya.

3. Obligations of Little

- 3.1 Provide the requisite technology to enable provision of the services stated herein;
- 3.2 Ensure the Partner has access to the reports of all rides taken for proper billing and reconciliation;
- 3.3 Provide a panic button with appropriate response for the drivers and passengers using the services on the Little App;
- 3.4 Facilitate technical support with regards to the Little Application;
- 3.5 Provide a printed or electronic receipt to the passenger at the conclusion of every trip.

4. Suspension

- 4.1 Little may, with reasonable notice where practicable, suspend the availability of the partner/driver wholly or partially from using the Little Platform for any valid reason, including without limitation, where:
 - i. Instructed to do so by the Regulator;
 - ii. The Partner/Driver fails to comply with any rules or regulations of Little or the Territory regarding the Little Platform;
 - iii. The Partner/Driver fails to observe any term or obligation set out herein;
- 4.2 Where a suspension is applied to the partner/driver, all affected commission payment earned shall be suspended until reinstatement. The company shall not be entitled to Commission during such suspension period. For avoidance of doubt, suspension will be on a case-by-case basis.
- 4.3 Where any suspension lasts more than Thirty (30) days without rectification of the cause of suspension, Little shall be entitled to terminate this Agreement forthwith and forward the partners/drivers details to the regulating Authority.
- 4.4 In the event that a Partner/Driver is aggrieved by any suspension imposed under this Agreement, the Partner/Driver shall have the right to appeal such suspension by submitting a written appeal via email to operations@little.africa . Little shall endeavor to provide a response to the appeal within a reasonable and specified period, not exceeding twenty-four working hours from the time of receipt of such an appeal.

5. Consideration:

- 5.1 Little shall charge a commission of 18% of the value of every trip taken by a driver for both corporate and cash trips.
- 5.2 In the event Little runs a promotion, the Partners/drivers accounts shall be credited the entire amount due to them.
- 5.3 Should there be a discrepancy with regard to the calculation of a value of a trip, Little shall undertake to carry out reconciliation and credit the Partner/driver's account as appropriate.
- 5.4 Little reserves the right to amend the charges and pricings as a result of changes in the regulations, economy or market dynamics.

6. Termination of Engagement:

- 6.1 This Agreement shall commence on the Effective Date until terminated in accordance to the terms of this Agreement.
- 6.2 The Partner's/Driver's services may be terminated by Little at any time, by giving you notice, failure to comply with any of the terms and conditions of Little.
- 6.3 Payment due, if any, shall be remitted to you prior to such termination.

7. Liability and Indemnity:

Both parties agree that Little is not liable for any acts or omissions of the Partners/drivers as they are not their employees, agents or within their control.

8. Confidentiality:

The Partner/Driver will keep confidential all matters pertaining to this agreement and the business of the Company and will not discuss or divulge to any third party (including customers) any information which is obtained by reason of this Agreement and/or the relationship with the Company, insofar as this is not in contravention of any statutory regulation or court order.

9. Other Conditions:

- 9.1 Upon termination of your services with Little, you shall forthwith return any materials/ tools of trade that may have been issued to you by Little. The said items include, but are not limited to, tablets, courier bags, helmet, jackets.
- 9.2 Should any damage or loss arise from your negligence, Little reserves the right to deduct the loss or damages incurred from your compensation.
- 9.3 Negligent actions shall include, but shall not be limited to:
 - i. Over speeding;
 - ii. Driving/Riding under the influence of drugs;
 - iii. Failure to observe traffic rules;
 - iv. Distracted driving; using your cell phone when driving;
 - v. Being rude/impolite to customers.

10. Fines and Penalties

- 10.1 The partner/driver shall adhere to Little's Policies and Procedures at all times.
- 10.2 As a Partner/Driver under the Little App you shall be bound by Little's Code of Conduct.
- 10.3 The partner/driver shall ensure that they always have all valid licenses and insurance and shall renew the same in a timely manner failure to which they shall be suspended from the platform.
- 10.4 The partner/driver shall use the vehicle that was registered on the Little platform to effect the trips; failure to adhere to this shall cause his account to be suspended.
- 10.5 A partner/driver on the Little platform shall have a fulfillment rate of at least 75%. A partner/driver who fails to attain this as a result of frequent cancellation and/or repeated negligence by shall warrant Little the right to take appropriate action as the Regulations and Code of Conduct.

SIGNED BY PARTNER/DRIVER

Name:

Identity Card Number:

Phone Number:

Signature:

SIGNED FOR OR ON BEHALF OF LITTLE

Name:

Signature: