General Terms for Partners/Drivers

OVERVIEW
The company DIDARENTAL or simply "DIDA" registered in the Democratic Republic of Congo under the RCCM number *CD/LSH/RCCM/21-B-00698* was created by DIDA INVESTMENTS & MANAGEMENT   SARL, registered in the Democratic Republic of Congo under the RCCM numbered *CD/LSH/RCCM/20-B-00557*, located at N ° 2 Avenue Kazadi, Commune and city of Lubumbashi, in DRC. In short DIDA is a digital platform that connects drivers and passengers who need a ride, DIDA does not provide transport services. Other services include meals, vehicle tracking, car rental, groceries, and logistics services in the Democratic Republic of Congo.

THE DRIVER APPLICATION (DIDA CHAUFFEUR)

1. **Sign up:** Ability to sign up via mobile number where driver will enter his/her valid mobile number in proper number format.
2. **Account Verification:** On sign up with mobile number an OTP will be sent along with the resend OTP option.
3. **Account Activation:** Once the driver's phone number is successfully verified, details like Name and Vehicle Type need to be filled by the Driver.
4. **Service-related details:** Ability to upload relevant documents for approval from the service owner.
5. **Login: Ability to login with mobile number.** System will check if number exists in the system in case the phone number does not exist in the system, the driver will be asked to Sign Up.

6. Ability to toggle available/not available to mark real-time availability. This determines whether the driver will be considered available for a new on-demand job assignment.

7. Ability to receive ride requests.
8. Ability to view ride details. When the driver taps on the booking card, it will show the complete details of the ride including booking name, customer name, ride details, icon to get directions to pick up/drop off location.

9. Ability to accept/reject the ride request.
10. Ability to provide reason for rejection.
11. Ability to update job status like on the way, reached pickup location, customer picked up/dropped off Waiting time is computed in the application when enabled. Standard logic is used whenever the average speed over 20 seconds reduces below 5 Km/Hour, the 20 second period is counted in waiting time. For any custom logic prices are extra.

Distance computation logic works primarily via GPS, if GPS data is inaccurate it uses estimates from Open Street Maps (if available and is free), if google distance matrix access is available it uses it as well. This is standard logic. For any custom logic prices are extra. If a driver has a device with extremely poor GPS availability during the ride or

bad internet connections the distance measurement may not be accurate. Also, distance measurement functionality is applicable for devices with onboard GPS chips only.

12. Ability for driver to share referral link with drivers/customers who will be unique to each driver and

avail one time discount or monetary benefit upon use of referral code by other customer.

PROVIDING TRANSPORTATION SERVICES

DIDA COMMISION and Fare

1. To use the DIDA Services, you must be aware that a commission will be paid. The Driver gets 80% of of the fare after every trip completed. The amount of the DIDA fare is made available to you via e-mail, DIDA App and DIDA Driver Account. Please acknowledge that the DIDA Fare may change from time to time. We shall send you a prior notification of each such change.

1.1. As the Driver, you hereby guarantee to provide Transportation Services in accordance with the General Terms, Agreement as well as laws and regulations applicable in the state where you are providing Transportation Services. Please note that you are fully liable for any violation of any local laws and regulations as may arise from providing Transportation Services.

1.2. You must have all licenses (including a valid driver's license), permits, car insurance, registrations, certifications and other documentation that are required in the applicable jurisdiction for providing the Transportation Services. It is your obligation to maintain the validity of all documentation. DIDA reserves the right to require you to present evidence and submit for review all the necessary licenses, permits, approvals, authority, registrations, and certifications.

1.3. You must provide the Transportation Services in a professional manner in accordance with the business ethics applicable to providing such services and endeavors to perform the Passenger's request in the best interest of the Passenger. Among else, you **(I)** must take the route least costly for the Passenger, unless the Passenger explicitly requests otherwise; **(ii)** may not make any unauthorized stops; **(iii)** may not have any other passengers in the vehicle other than the Passenger and the passengers accompanying the Passenger; and **(iv)** must adhere to any applicable traffic acts and regulations, i.e. must not conduct any actions that may disrupt driving or the perception of traffic conditions, including holding a phone in his/her hand while the vehicle is moving or answering a phone call.

1.4. You retain the sole right to determine when you are providing the Transportation Services. You shall accept, decline, or ignore Transportation Services requests made by Passengers at your own choosing.

1.5. Costs you incur while providing the Transportation Services. You are obliged to provide and maintain all equipment and means that are necessary to perform the

Transportation Services at your own expense, including a car, smartphone, etc. You are also responsible for paying all costs you incur while performing the Transportation Services including, but not limited to, fuel, mobile data plan costs, duty fees, amortization of the vehicle, insurance, relevant corporate or payroll taxes etc. Please bear in mind that using the DIDA App may bring about consummation of large amount of data on your mobile data plan.

1.6. Fares. You are entitled to charge a fare for each instance you have accepted a Passenger on the DIDA Platform and completed the Transportation Service as requested. The Fare is calculated based on a default base fare, the distance of the specific journey as determined by the GPS-based device and the duration of the specific travel. The default base fare may fluctuate based on the local market situation. Additionally, you shall always have the right to charge the Passenger less than the Fare indicated by the DIDA App. However, charging the Passenger less than the DIDA App indicates, does not decrease the DIDA Fee.

1.7. Upfront Fare. A Passenger may be offered to use a ride option that allows the Passenger to agree to a fixed Fare for a given instance of Transportation Service provided by you (i.e., Upfront Fare). Upfront Fare is communicated via the DIDA App to a Passenger before the ride is requested, and to you when the ride is accepted or at the end of the ride. The Fare calculated in accordance with section 4.6 shall be applied instead of Upfront Fare if the Passenger changes the destination during the ride, the ride takes materially longer than estimated due to traffic or other factors, or when other unexpected circumstances impact the characteristics of the ride materially (e.g., at Luano International Airport or when a route is used where tolls apply).

1.8. In markets with In-app payment, if you find that there has been an error in the calculation of the Fare and wish to make corrections in the calculation of the Fare, you must submit a petition in the section "Fare Review "of the DIDA App. If a petition in the section "Fare Review "of the DIDA App has not been submitted, then DIDA shall not recalculate the Fare or reimburse you for an error made in the calculation of the Fare.

1.9. DIDA may adjust the Fare for a particular order completed, if we detect a violation (such as taking a longer route or not stopping the fare meter of the DIDA App after the Transportation Services have been completed) or in case a technical error affecting the final fare is identified. DIDA may also reduce or cancel the fare in case we have reasonable cause to suspect a fraud or a complaint by the Passenger indicates a violation by you. DIDA will only exercise its right to reduce or cancel the fare in a reasonable and justified manner.

1.10. Passenger may have the option to pay the fare for the Transportation Services via the In-app Payment (customer wallet). In case the Passenger fails or refuses to pay, DIDA will send a notice of debt to the Passenger on behalf of you. Such authorization derives from the mandate of paying agent given to DIDA and does not entail that DIDA has an obligation to compensate the Fare not paid by the Passenger. If the passengers in the vehicle do not agree to pay the Fare for the provision of Transportation Service,

the Fare will be paid by the Passenger who has ordered the provision of Transportation Service. If Passenger justifiably refuses to pay the Fare on the account that your information stated in the DIDA App is incorrect, then DIDA will not reimburse you for such expenses.

1.11 Tips. Passenger may be given the option to tip you after a successful provision of Transportation Services. The Passenger can Tip you only by means authorized by DIDA for Tipping. The Tip will not affect the amount of DIDA Fees and DIDA will not collect a commission on the Tip paid by the Passenger.

1.12. Receipts. After each successful provision of Transportation Services, DIDA shall create and forward a receipt to the Passenger consisting of some or all of the following information: the company's business name, place of business, the first name and surname of the Driver, a photo of the Driver, service license number (if applicable), the registration number of the vehicle, the date-, the time-, the start and end locations-, the duration and length-, the Fare and the Fare and Tip paid for the provision of the Transportation Services. The receipt of each provision of Transportation Services is available to you via the DIDA Driver Account.

1.13. Cancellation fee & wait time fee. Passenger may cancel a request for Transportation Services that a Driver has accepted via the DIDA App. Drivers will be entitled to the Fare for cancelled Transportation Services (Cancellation Fee) if a Passenger cancels accepted request for Transportation Services after certain period determined by DIDA App.

1.14. If, during the provision of the Transportation Services, a Passenger or its co-passengers negligently damage the vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), a penalty of up to 6 USD will be deducted from the passenger's wallet or registered bank card and request compensation for any damages exceeding the penalty. If the Passenger does not consent to paying the penalty and/or compensating the damage, you must notify us, and we will then try to collect penalty and/or relevant costs on your behalf from the Passenger. However, bear in mind that we are not taking any liability for direct or indirect damages in relation to cleaning or maintenance of the vehicle caused by Passenger.

1.15. Your tax obligations. You hereby acknowledge that you are obliged to fully comply with all tax obligations that arise to you from the applicable laws in relation to providing the Transportation Services to applicable State authorities as required by the applicable law. In case the Tax authority will submit a valid application to us to provide information regarding the activities of you, we may make available to the Tax authority the information regarding the activities of you to the extent set forth in valid legal acts. Additionally, it is your obligation to adhere to all applicable tax regulations that may apply in connection with the provision of Transportation Services. You hereby agree to compensate DIDA all state fees, claims, payments, fines, or other tax obligations that DIDA will incur in connection with the obligations arising from applicable tax regulations not having been met by you.

1.16. The Driver's authorization to issue invoices. DIDA has a right to issue an invoice on your behalf to the Passenger to compensate you any Fares, contractual penalties, or other fees that DIDA mediates to you. In markets where DIDA issues invoices, the invoice will be made available to you via the DIDA Driver Account.

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REQUIREMENTS

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- ✓ Must provide carte d'electeur
- ✓ Une caution de $150

N.B: Signing up to join the DIDACHAUFFEUR network means your vehicle will be equipped with a gps tracker.

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RIGHT TO USE DIDA APP AND DIDA DRIVER ACCOUNT

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1. Having access to the DIDA app does not grant you the right to transfer any rights to the third persons. Unless you a fleet company, if agreed, DIDA can give access to the fleet owner for him/her to share the app with members of its fleet.
2. In course of using the DIDA App and/or DIDA Driver Account you may not:
   - ➢ decompile, reverse engineer, or otherwise attempt to obtain the source code of the DIDA App, the DIDA Driver Account or other software of DIDA.
   - ➢ modify the DIDA App or the DIDA Driver Account in any manner or form or to use modified versions of the DIDA App or DIDA Driver Account.
   - ➢ transmit files that contain viruses, corrupted files, or any other programs that may damage or adversely affect the operations on DIDA Platform.
   - ➢ attempt to gain unauthorized access to the DIDA App, DIDA Driver Account or any other DIDA Services.
   - ➢ The License granted herein revokes automatically and simultaneously with termination of the Agreement. After termination of the Agreement, you must immediately stop using the DIDA App and the DIDA Driver Account and we are entitled to block and delete Driver account with immediate effect.
   - ➢ Using tags and labels of DIDA. Additionally, we may give you tags, labels, stickers or other signs that refer to the DIDA brand or otherwise indicate you are using the DIDA Platform. This will only be applicable with the delivery service.

All copyrights and trademarks, including source code, databases, logos, and visual designs are owned by DIDARENTAL *S.A.R.L.* Protected by copyright, trademark and/or trade secret laws and international treaty provisions. By using the DIDA Platform or any other DIDA Services you do not acquire any rights of ownership to any intellectual property.

Date of entry into force of the General Terms: 12/06/2021