AGREEMENT WITH DRIVER/AMBULANCE OWNER

This Agreement with Driver /Ambulance Owner (the "Agreement") is made and effective this ____ day of January 2017 ("Effective Date").

Between:**Health Wheels Private LIMITED**, a company incorporated under the Companies Act, 2013, having its office at Shop No 18, ground floor, Raghuleela Mall, Kandivali West, Mumbai 400101(herein after referred to as "the Company")which expression shall, unless repugnant or contrary to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the FIRST PART;

and   _____, an Individual Indian, age _____ residing at - _____, (hereinafter referred to as "the Driver") which expression shall include, unless the context otherwise requires, its successors and permitted assigns of the Other Part.

the Company and the Driver shall individually be known as "Party" and collectively known as "Parties"

WHEREAS

1. The Company is primarily engaged in the business and services of providing an emergency medical vehicle/ambulance to an accident victim, sick or an injured person in a time bound manner and has created a software, "Dial4242Mobile Application" (defined herein below)which will facilitate its User (defined herein below) to book an ambulance, track that vehicle and predict a time when it will reach the venue (hereinafter referred to as "Services");

2. The Driver is the ambulance provider who is either the owner of ambulance or is working under a contract of service for the owner of an ambulance and possess the requisite licenses and permits required under Law;

3. The Parties have thought it expedient to enter into a formal agreement for the purpose of providing its ambulance services vide the Dial4242 Mobile Application, subject to the terms and conditions as set out in this Agreement.

    NOW THIS AGREEMENT WITHNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

    DEFINITIONS:

    A. "CONFIDENTIAL INFORMATION" shall include company data, driver ids, user information and the transaction volume, marketing and business

plans, business, financial, technical, operational and such other non-public information of each party (whether disclosedIn writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

B. "**Intellectual Property Rights**" shall mean any proprietary right arising under all registered or unregistered Trademarks of the Company, trade names, logo, copyrights(including rights in computer software), designs, format rights, database right, know-how, trade secrets and the goodwill therein subsisting in the Dial4242Mobile Application and applications for any of the same and any right or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.

C. "Law" means any applicable current or future, state, local or international law, rule, or government or quasi-government order or action or regulation.

D."Dial4242 Mobile Application" shall mean the mobile application developed and provided by Company that enables the Drivers to, receive requisitions from Users for Servicesand fulfilling the same ondemand, as may be updated or modified from timeto time.

E. "Users" means an end user authorized by the Company to use the Dial4242Mobile Application for the purpose of obtaining the Services offered by the Drivers.

1.   APPOINTMENT

The Company hereby appoints the Driver to provide the Servicesin the territory of India, subject to the vehicle license provided by the RTOfor a period of one (1) year ("**Term**") commencing on the Effective Date of this Agreement and continuing until the appointment is earlier terminated in accordance with the provisions of this Agreement.

At the end of the Term, this Agreement may be renewed by the Company on mutually agreeable terms no less than thirty (30) days prior to the end of the Term.

2.   DUTIES &OBLIGATIONS OF THE DRIVER

2.1   Upon execution of this Agreement, the Driver must provide the following details to the Company:
a. Full Name
b. Address
c. Age
d. Photo Copy of License

e. Vehicle type
f. Plate Number
g. Mobile Number
h. permits, approvals, authority, registrations and certifications and any renewals thereof.
i. Bank A/c details
j. Insurance details
k. any other factual details as and when required

Any failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. The Company reserves the right to independently verify the Drivers documentation from time to time in any way the Company deems appropriate in its reasonable discretion.

2.2 The mobile/cell phone number provided by the Driver as mentioned in the aforesaid clause shall be that Driver's ID. Upon execution of this Agreement and commencement of Service, the Driver shall download the Dial4242 Mobile Application. Dial4242 Mobile Application shall provide all the requisite information in terms of User requests, User information, location, routes, approximate time, etc.

2.3 There shall be no joining fees payable by the Driver to the Company. The Driver shall switch on the Dial4242 Mobile Application as and when he chooses to provide theServices to the Company, subject to clause 2.7. There shall be no commitment from either Parties until the Dial4242 Mobile Application is switched on. Upon receiving a request from the User for providing Services on Dial4242 Mobile Application, the Driver shall accept the same provided he is available and provided the ambulance is the functional type as requested by the User. Upon acceptance, the Company shall provide the Driver with certain User Information via the Dial4242 Mobile Application, including the User's first nameand pickup location. The Driver shall wait for theUser to show up at the requested pick-up location. The Driver shall obtain the destination from the Dial4242 Mobile Application, once the CRN Number is put in the Driver app.

2.4 The Driver acknowledge and agree that once he hasaccepted a User's request for Services, Dial4242 Mobile Application may provide certain information about the Driver to the User, including first name, contact information, photoand location, and thevehicle's type and license plate number and/orany other details as required. The Driver shall not contact any Usersor use any User's personal data for any reason other than for the purposes of fulfilling the Services.

2.5 The Driver further acknowledge and agree that:
(a) he shall be solely be responsible for determining the most effective, efficient and safe manner toperform each instance of Services; and
(b) he shall provide all necessary equipment, tools and othermaterials, at his own expense, necessary to perform the Services.
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2.6 The Driver shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from provision of Services. The Driver acknowledges and agrees that he is solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws including motor vehicle laws) regarding any acts or omissions of a User or third party. The Driver acknowledges and agrees that Company may release his contact and/or insurance information to a User upon such User's reasonable request. The Driver acknowledges and agrees that, unless specifically consented to by a User, he shall not transport or allow inside his Vehicle individuals other than a User and any individuals authorized by such User, during the performance of the Services for such User. The Driver acknowledges and agrees that all Users should be transported directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops.

2.7 Upon execution of this Agreement, it shall be the duty of the Driver to be available online vide theDial4242 Mobile Application for a substantial period of time during the day and night in order to provide the Services under this Agreement and are easily accessible. The Company shall be sending regular notifications by SMS& email promotions to the Drivers from time to time which will be beneficial for the Drivers and they can take advantage of these promotions provided they remain online with the Dial 4242 Mobile Application. Any non compliance of this obligation shall amount to a material breach under this Agreement.

2.8 The Driver acknowledges and agrees that at all times, he shall:
(a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate his vehicle, and (ii) all licenses, permits, approvals and authority applicable to him that are necessary to provide ambulance transportation services to third parties; adequate insurance as required by the law
(b) Possesses the appropriate and current level of training, expertise and experience to provide Services in a professional manner with due skill, care and diligence; and
(c) maintain high standards of professionalism, service and courtesy.

2.9 The Driver acknowledges and agrees that his vehicle shall at all times be:
(a) properly registered and licensed to operate as an emergency transportation vehicle
(b) in his lawful possession;
(c) suitable for performing the emergency ambulance services contemplated by this Agreement; and
(d) maintained in good operating condition, consistent with industry safety and maintenance standards for a vehicle of its kind and any additional standards or requirements and in a clean and sanitary condition.
(e) adequately covered with insurance

2.10 The Driver understands and acknowledges that he may be subject to certain background and driving record checks from time to time inorder to qualify to provide, and remain eligible to provide the services. The Driver further acknowledges and agrees that Company reserves the right, at any time in Company's solediscretion, to deactivate or otherwise restrict the Driver from accessing or using the Dial4242 Mobile Application if he fails to meet the requirements set forth in this Agreement.

2.11 The Driver shall be responsible to personally obtain the payment from the User who has cancelled the trip and payment is by way of cash.

3.CONSIDERATION:

3.1 In consideration of providing the Services by the Driver, the User shall pay the total Fare either by way of online gateways (via through payment wallets CR/DR cards) or by cash directly to the Driver.

3.2 In an event, the payment is made by cash by the User, the Driver shall collect the same and will tender an agreed percentage of the total fare received to the Company.

3.3In an event, the payment is made online, the Company shall remit such amount at predetermined frequency into the Drivers bank account.

3.4The Driver shall maintain requisite records and receipts as required by the Company fromtime to time.

3.5 **Cancellations**
3.5 (i) <u>Cancellation by User, who books the Ambulance</u>

3.5 (i) a. Cancellation in an event if the ambulance has not yet started towards the pick up point or upto 5 mins of booking time ,there shall be no charge payable by the User.
3.5 (i) b. Cancellation in an event if the ambulance has started moving towards the pick up point, ___% to ____% of the estimated fare is payable by the User and the same shall be subject to clause 3.2, 3.3 and 3.4 above.
3.5 (i) c. Cancellation after the ambulance has reached the pickup point, ___% to ___% of the estimated fare is payable by the User and the same shall be subject to clause 3.2, 3.3 and 3.4 above.

In an event of cancellation and where payment is made by cash, the Driver will have to make arrangements to collect the cash from the User who has cancelled the trip and money is due as per the cancellation policy

The above percentages may varyslightlyafter mutually discussed and agreed between the Parties.

3.5 (ii) <u>Cancellation by the Driver</u>

3.5 (ii) a. Cancellation by the driver shall be permitted in cases of "Ride Later" or in case of "Outstation Trips" which are not immediate in nature.

3.5 (ii) b. The driver is permitted to cancel six (6) hrs before the trip time, by clicking one of the reasons mentioned in the Dial4242 Mobile Application.

3.6 Annexed hereto and marked as Schedule I is the formula used by the Company for the purpose of calculation of the total fare.

3.7 The settlement of amounts by both the Parties shall be scheduled every Tuesdays and Fridays of the week.

4. INTELLECTUAL PROPERTY RIGHTS AND LICENSES

4.1 All right, title and interest including without limitation all Intellectual Property Rights and all other ancillary and subsidiary rights shall be owned exclusively by the Company.

4.2 Subject to the terms and conditions of this Agreement, Company hereby grants the Driver a non-exclusive, non-transferable, non-sub licensable, non-assignable license, during theterm of this Agreement, to use the Company's trademarks, trade name and logo and theDial4242 Mobile Application only for the purpose of providing Services to the Users and tracking fares. All rights not expressly granted to the Driver are reserved by the Company.

4.3 The Driver shall not, and shall not allow any other party to:
(a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Dial4242 Mobile Application;
(b) modify or make derivative works based upon the Dial4242 Mobile Application;
(c) Improperly use the Dial4242 Mobile Application, including creating Internet "links" to any part of the Dial4242 Mobile or otherwise improperly obtaining data from the Dial4242 Mobile Application
(d) Reverse engineer, decompile, modify, or disassemble the Dial4242 Mobile Application except as allowed under applicable law;
(e) Send spam or otherwise duplicative or unsolicited messages. In addition, he shall not, and shall not allow any other party to, access or use theDial4242 Mobile Application: (i) design or develop a competitive or substantially similarproduct or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launchor cause to be launched on or in connection with the Services an automated program or
script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any programwhich may make multiple server requests per second, or unduly burden or hinder the operationand/or performance of the Services; or (iv) attempt to gain unauthorized access to the Services or its related systems or networks.

4.4 All Intellectual Property Rights Dial4242 Mobile Application and Company data, are and shall remain the property of Company exclusively. Neither this Agreement nor use of the Services, Dial4242 Mobile Application or Company data conveys or grants any rights to the Driver in or related to the Services, Dial4242 Mobile Application or Company data, except for the limited license granted above. Other than as specifically permitted by the Company in connection with the Services, the Driver is not permitted to use or reference in any manner Company's logos, products and service names,trademarks, service marks, trade dress, copyrights or other indicia of ownership, alone and incombination with other letters, punctuation, words, symbols and/or designs ("the Trademarks") for any purposes. the Driver agrees that he will not try to register orotherwise use and/or claim ownership in any of the Trademarks, alone or incombination with other letters, punctuation, words, symbols and/or designs, or in anyconfusingly similar mark, name or title, for any goods and services.

4.5 i. The trademark/logo of the Driver shall appear only in the following space/s

   a.

   b.

   c.

Annexed hereto and marked as Annexure A is an illustration as to how the trademark/logo of the Driver shall appear.

ii.In no event shall the Driver try to register, use except as provided herein and/or claim ownership in any of the trademarks in combination with that of the Company.

iii. The Driver shall ensure that the distinctiveness, reputation or validity of the Trademark, used as trade name, as a mark or as marketing indicia is not impaired in any manner whatsoever.

iv. The Driver shall not distort or disparage the Trademarks in any manner.

v. The Driver shall not use the Trademark mark or logo or any marketing indicia in combination with any other mark, names or identification belonging to a third party, so as to suggest that they are a single or composite name, trademark or marketing indicia and that they are owned by the Driver or such third party.

vi. The Driver shall not have or claim any rights on the website, Dial4242 Mobile Application or any other platform where its trademark or logo is advertised.

5. **CONFIDENTIALITY**

Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party. Each party acknowledges and agrees that:

(a) all Confidential Information shall remain the exclusive property of the disclosing party;

(b) it shall not use Confidential Information of the other party for any

purpose except in furtherance of this Agreement;

(c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") as necessary to perform under
this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential Information no less protective than the terms hereof; and

(d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party.

6. **INSURANCE**

The Driver agrees to maintain during the term of this Agreement on all vehicles operated by him under this Agreement automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the minimum requirements to operate a private passenger vehicle on the public roads. The Driver shall provide the Company a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Clause 7 upon request. Furthermore, the Driver must provide the Company with written notice of cancellation of any insurance policy required by the Company. The Company shall have no right to control selection or maintenance of the Driver's policy.

7. **DRIVERS REPRESENTATIONS &WARRANTIES :**

The Driver hereby represents and warrants that:

(a) he has full power and authority to enter into this Agreement and perform his obligations hereunder;

(b) he has not entered into, and during the term will not enter into, any agreement that would prevent him from complying with this Agreement;

(c) he shall comply with all applicable laws in his performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide Services using the vehicles pursuant to this Agreement.

8. **LIMITATION OF LIABILITY BY THE COMPANY**

The Company shall not be held liable under or related to this Agreement for any of the following, whether based on contract, tort or any other legal theory, even if a party has been advised of the possibility of such damages:

(i) any misbehaviour by the Driver, body injuries suffered or loss of human life due to the ambulance not equipped adequately, body injuries suffered or loss of life due to delay;

(ii) the Drivers or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic

advantage;

(iii) any incidental, punitive, special, exemplary, consequential, or otherindirect damages of any type or kind.

Except for Company's obligations to pay amounts due to the Driver pursuant to Clause 3 above, but subject to any limitations or other provisions contained in this Agreement which are applicable thereto, in no event shall the liability of Company under this Agreement exceed the amount of service fees actually paid to or due to Company hereunder in the fifteen (15) days period immediately preceding the event giving rise to such claim.

9. INDEMNITY AND LIMITATION OF LIABILITY

9.1 The Driver shall at all times indemnify, keep indemnified and hold harmless the Company and its officers and directors from and against all costs (including the cost of enforcement), expenses, liabilities (including any tax liability), injuries, direct loss, damages, claims, demands, proceedings or legal costs and judgments incurred or suffered by the Company or for which the Driver may be liable with respect to any claim relating to the Services provided by the Driver and/ or arising from a breach of the Driver's representations, warranties or undertakings contained herein or arising from the acts or omissions of the Driver or its respective employees, agents and/or representatives pursuant to this Agreement.

9.2 The Driver hereby agrees to defend, indemnify and hold harmless the Company from and against any and all suits, actions, claims, demands, judgments, debts, obligations or rights of action of any kind or nature relating to the use of the Trademark by the Driver in combination with his trademark/logo and all costs, actual or consequential damages, losses, charges or expenses, including attorneys' fees, incurred directly or indirectly by the Company in connection therewith, arising out of the rights granted to the Driver under clause 4.5 hereinabove or any acts, omissions, statements or representations of any employee, agent, officer or director of the Driver relating thereto (collectively called "Claims"). The Company shall notify the Driver of any such Claims promptly upon receiving notice or being informed of the existence thereof. Upon such notice from the Company, the Driver shall promptly take such action as may be necessary to protect and defend the Company against such Claims and shall indemnify the Company against any losses, costs or expenses incurred in connection therewith.

9.3 The Company shall not be held responsible for any and all suits, actions, claims, demands, judgments, debts, obligations or rights of action of any kind or nature relating to the use of the trademark/logo of the Driver.

10. TERMINATION

10.1 The Parties may terminate the Agreement at any time by mutual consent expressed in writing.

10.2 Either Party has the right to terminate this Agreement immediately at any time by giving written notice to the other Party in the event that the other Party commits a material breach of this Agreement which cannot be remedied or a breach capable of being remedied and fails to remedy the breach within thirty (30) days of a written request to do so; or

10.3a. this Agreement may be terminated without assigning any reason by the Company upon not less than thirty (30) days prior written notice by the Company to the Driver.

   b. The Company shall be entitled to terminate this Agreement in the following eventsthat the Driver or its representatives engage in prejudicial conduct and/or misconduct, or disparagement of Company which damages or may damage the reputation and business of the Company.

   c. The Company shall be entitled to terminate this Agreement if it decides to proportionally reduce or scale down its overall business.

11.   CONSEQUENCES OF EXPIRY/TERMINATION

11.1 In the event of the expiry or earlier termination of this Agreement the Driver shall cease providing the Service, delete the Dial4242 Mobile Application from his mobile phone and/or any other device and return to the Company all its materials and certify compliance with its obligations under this Agreement.

11.2 In the event of early termination of this Agreement, the Company shall be liable to make payment for the Services only up to such date of termination.

11.3 In the event of expiry of the Term or earlier termination of this Agreement, for whatever reason, the following clauses 4, 5,7, 8, 9,14 and 15 shall survive remain in force.

12. NOTICES

12.1 All notices, requests, demands and other communications given in connection with this agreement, including notices for purposes of service of process, shall be in writing and shall be deemed to have been duly given (a) if delivered personally, when received, (b) if transmitted by facsimile, the first business day after receipt or (c) if sent by recognised courier service on the third business day following the date of deposit with such courier service. For the purpose of this clause, "business day" shall mean any day except a Saturday, Sunday or other day on which commercial banks in India or India are authorised by Law to close.

12.2 All Such Notices, Requests, Demands And Other Communications Shall Be Addressed As Follows:

(A)   THE COMPANY:

_____

_____

_____

ATTENTION: _____

FAX: _____

(B)   THE DRIVER: MR._____

_____

FAX: _____

13. MISCELLANEOUS

13.1**No Agency**:The relationship between the Parties under this Agreement is solely that of independent contracting parties. The Parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship, between Company and the Driver; and (b) no joint venture, partnership, or agency relationship exists between Company and the Driver.

13.2 **Variation**: Amendments to this Agreement (including any annexures added to this Agreement after the date of this Agreement) shall not be effective unless in writing and signed by authorised signatories on behalf of both Parties.

13.3 **Waiver**: Neither Party shall have been deemed to have waived any right under this Agreement by reason of or failure or delay in exercising a right.

13.4 **Entire Agreement**: This Agreement contains the whole Agreement between the Parties relating to its subject matter and supersedes all previous written or oral agreements relating to it.

13.5 **Assignment**: The Driver shall not be entitled to assign or transfer any right or obligation under this Agreement without the prior written consent of the Company.

13.6 **Headings**: The headings to the clauses in this Agreement are for ease of reference only and shall not affect their interpretation.

13.7 **Severance**: If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The Parties shall seek to amend such provision in such reasonable manner as achieves the intention of the parties without illegality.

13.8 **Further Assurance**: At any time after the date of this Agreement each of the Parties shall execute or procure the execution of such documents and do or procure the doing of such acts and things required for the purpose of giving the full benefit of all the provisions of this Agreement.

13.9 **Counterparts**: This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement.

13.10 **Third Party Rights**: No person who is not a party to this Agreement shall have any rights to enforce its provisions.

13.11 The Company hereby acknowledges and agrees that nothing in this Agreement shall prohibit Consultant from continuing to provide services similar to the Services to other companies or otherwise engaging in Consultant's business activities

13.12 The Company reserves the right to change the terms of this Agreement under which the Dial4242 Mobile Applicationis offered at any time and without notice. The Driver will be automatically bound by these modifications when you use the Dial4242 Mobile Application, and should periodically read the terms of this Agreement.

14. ARBITRATION

In case any disputes are not settled amicably then all such disputes shall be finally settled by a sole arbitrator appointed by the Company, in accordance with the Arbitration And Conciliation Act, 1996, for the time being in force and any amendments thereto. The award of the sole arbitrator shall be a reasoned award and shall be final and binding on the Parties. The venue of arbitration proceedings shall be Mumbai. The arbitration proceedings shall be conducted and the award shall be stated in english language.

15. LAW AND JURISDICTION

This Agreement shall be governed by and construed and interpreted in accordance with the laws of India and shall be subject to the jurisdiction of the Courts of Mumbai. Notwithstanding the foregoing, nothing stated in the Agreement shall limit the Company's rights to bring any legal action or proceedings in any other Court of competent jurisdiction, nor shall the bringing by the Company of legal actions or proceedings in one jurisdiction preclude the bringing by the Company of legal actions or proceedings in any other jurisdiction whether concurrently or not.

SIGNED by the parties on the date at the top of this Agreement.

SIGNED by [………………………………..]
a duly authorised officer for and
on behalf of _____ LIMITED

SIGNED by   [………………………………..]
[a duly authorised officer for and on
behalf of _____

Annexure A

Schedule I

Variables
1. Fixed charge
2. Distance
3. Per km charge
4. Number of days

5. Waiting period
6. Waiting charges per min
7. Free waiting period = 30 minutes

8. Time taken
9. Free minutes = 30
10. Additional time taken charge (per min)

11. Doctor charges
12. Driver charges
13. Cleaner charges
14. Night charge percentage

15. Service tax percentage

16. Dial 4242 money referral
17. Flat discount
18. Coupons

if (Waiting period > Free waiting period)

      Total waiting charge = (Waiting period - Free waiting period) * Waiting charges per min

else

      Total waiting charge = 0

if (Time taken > Free minutes)

      Time based charges = (Time taken - Free minutes) * Additional time taken charge (per min)

else

      Time based charges = 0

If system time is greater than 23.59 and less than 05:59

Night charges = Night charge percentage * (Doctor Charges + Fixed charge)

Else

Night charges = 0

Gross Total = ((Number of days * (Fixed charge + Doctor charges + Driver charges + Cleaner charges) + (Distance * Per km charge) + Total waiting charge + Time based charges + Night charges - dial 4242 money referral - Flat discount - Coupons)

Net Charges = Gross Total + Service tax