

This Agreement is made on this day of, 2017

Between



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 Limited”) which expression shall include its successors and assigns;

And

.....
an independent Partner/Driver of ID NO.
(herein referred to as the “Partner/Driver”).

Driver – He/she is a person who drives a car under little's platform. He may not be the owner and the partner of the vehicle.

Partner – He /She is a person who drives their own car under little's platform. He/she can be an owner of a fleet of such vehicles.

Client/Customer – He/she is a person who takes a ride through little's app platform.

WHEREAS:

- a) Little Limited is a technology company that has licensed the use of the Little Application from Craft Silicon Limited to be able to extend the services of connecting the taxi operators with the customers (hereinafter referred to as the “Services”);
- b) The Partner/Driver has decided to use our platform to provide extensive chauffer services to clients using our Services by downloading the Little Application from the Play Store onto their individual phones as per the Terms and Conditions therein;
- c) The Partner/Driver further accepts pay a 15% commission from the total value of a ride which is termed as the fee for using the Little driver platform and can be changed as per the company business requirements.



- d) The Partner/Driver further accepts to use our platform following the set rules and regulations as per Little Ltd has set.

NOW THEREFORE, the Parties hereto agree as follows:

1. Term

This Agreement shall commence on the Effective Date for an indefinite duration. Termination of the contract can be done by either parties at any point and time for any reasons whatsoever.

1. Obligations of Little Limited

- a. Ensure the Services are provided as per the Terms of Conditions on the Little Application;
- b. Ensure the Partner/Driver has access to all rides done and proper statements of accounts as per their work and trips taken by the clients for accountability.
- c. The Partner will have access to see how much Little owes them for corporate/M-pesa/Card and any promotions run at the companies cost and discretion. The Partner/Driver will however also be able to see what commissions He/She owes Little for the services provided.
- d. Little will make any payments owed to the Partner/Driver on a weekly basis as per the systems indicate and as per the drivers work history of services given to clients on credit basis.
- e. Little Ltd reserves the right of Admission.

Text Messaging and Telephone Calls.

You agree that Little may contact you by telephone or text messages (including by an automatic telephone dialing system) at any of the phone numbers provided by you or on your behalf in connection with an little account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving text messages from little at any time.

User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to

for comply with all applicable laws when accessing or using the Services, and you may only access or use

the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials). You may not in your access or use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

2. Obligations of the Partner/Driver

- a. Make payments as per the statement on the Application offered by Little Ltd on time.
- b. Ensure compliance by providing all necessary documents as per Little requirements and legal requirements.
- c. Provide chauffer services to any clients who request for a cab and the Partner/Driver accepts the request to board the client.
- d. Once a Partner/Driver picks a request they must offer effective communication.
- e. The Partner/Driver is allowed to special occasions to decline a client's request if they feel their life is at risk or danger, however this must be communicated to the Little office in time.
- f. A Partner/Driver is not to engage in any violent activities unless he/she feels their life is at risk and it is only for self-defense, however the Partner/Driver is to report any case of violence to the nearest relevant legal authority.
 - g. In case of any issues/theft and any other damage to partner/driver property. Partner/driver should report this to a relevant legal authority and solve it by themselves.
 - h. Partner is responsible to update the driver details (license and other documents on expiry) and also liable to keep the vehicle up-to date and safe for riding.
 - i. The vehicle should be insure and any misses on that end will be taken care by partner.
 - j. The partner and driver are liable for any losses arising from the drivers or partners ignorance .i.e client missing a flight –The partner and driver will be liab

- k. Driver/Partner are responsible for any negative payments on little's platform. They are liable to pay that amount every week before the every week on Saturday.
- l. Partner/Driver will be liable for the SIM card provided by Little and should use it for only the work purpose. And time of leaving organization or any misplacement they have to surrender and inform the company prior.
- m. Any damage to private and public property will only be the responsibility of driver/partner. Little is not liable for such incidents.
- n. Driver/Partner are responsible for the safety of customer who are traveling in their vehicle.

3. Liability and Indemnity

- o. The Partner/Driver agrees and accepts that Little Limited is not liable for any acts or omissions on the clients as the Partner/Driver is not a Little employee, and they are independent agents and within their control.
- p. Little only offers a platform that connects a client to the closest taxi operator.
- q. By joining Little the Partner/Driver gives Little the right to share their personal details such as Name, Phone number, Photo, Plate, Model and color of vehicle to the marched client.
- r. Little Limited does not take up any liability in the respect of the failure of the Little Application or any damage or loss that may arise from the use of the Little Application; any issues from the Little Application shall be handled as per the Little Limited's Terms and Conditions.
- s. By joining Little the Partner/Driver agrees for Little to give out personal information to third party if required by law or for any legal purposes.

4. Dispute Resolution

In the event of any dispute between the Parties to this Agreement:



- I. The Parties through their representatives, shall make in good faith, efforts to resolve the disputes through negotiations within fourteen (14) Business Days of the matter being referred to them or any period agreed upon by the Parties;
- II. Little Ltd reserves the right to change a Partner/Drivers account details in case of any dispute between a Driver and a Partner who is herein referred to as the vehicle owner until the conflict is resolved.

b) Governing Law

The general provisions of this Agreement shall be governed by the laws of the Republic of Kenya.

Driver Name.....

Mobile.....**ID**.....

Sign.....

Partner Name.....

Mobile.....**ID**.....

Sign.....

Little Ltd Representative.....

Title.....

Sign.....