



OLA NEW ZEALAND GLOBAL LIMITED

NZBN 9429046597137

% Mint Advisory Limited, Suite 6, 8 Turua Street, St Heliers, Auckland 1071, New Zealand

Corporate Vendor Agreement

SCHEDULE

Clause	Subject	Description
1.1(b)	Licensee	Name:
		Address:
		Contact person:
		Contact email:
		Contact number:
3.2	Service Period	Ongoing until Agreement is terminated
4.1(a)	Total Ride Fee	Total fees and charges incurred by the Licensee's Users for rides taken as defined in Ola's User Terms & Conditions
4.1(b)	Portal Fee	
4.3(a)(i)b.	Credit Limit	NZD
4.3(b)	Payment method	Post-paid method
4.4	Payment due date	14 days from date of invoice
9.1	Effective date	
13.1(b)	Notices	Email:



TERMS

1. PARTIES

1.1 This Agreement is made by and between:

- (a) **Ola New Zealand Global Limited** (NZBN 9429046597137) % Mint Advisory Limited, Suite 6, 8 Turua Street, St Heliers, Auckland 1071, New Zealand (**Ola**); and
- (b) the entity described in the Schedule (being the **Licensee, you or your**).

2. SERVICES

2.1 Ola owns and operates the "Olacabs" mobile application as the term is described in Ola's User [Terms & Conditions](#), which provides an online booking platform facilitating the provision of rides by drivers (and associated payment collection) to riders (**Technology Services**).

2.2 This Agreement covers the following services (**Corporate Services**):

- (a) supply of Technology Services to the Licensee's personnel including employees, contractors, agents and any other individuals or third parties who may make use of the Technology Services at the Licensee's discretion (**Users**);
- (b) access and use of the Ola Corporate administration portal including guest booking services (**Portal**) through www.ola.corporatecabs.com (**Ola Corporate Site**) for the following purposes:
 - (i) managing the use of Technology Services by the Licensee's Users;
 - (ii) billing and invoicing the use of Technology Services by the Licensee's Users; and
 - (iii) any other related services or functions which may be available through the Portal.

2.3 Unless explicitly stated otherwise, any new or updated services, features or functions offered or made available from time to time by Ola in respect of the Corporate Services shall be subject to the provisions of this Agreement.

3. SUPPLY

3.1 Subject to your compliance with the terms of this Agreement:

- (a) Ola agrees to supply the Corporate Services to you for the duration of the period of service (**Service Period**); and
- (b) Ola grants you a limited non-exclusive non-transferable licence (**Licence**) to use and access the Portal for the sole purposes described in clause 2.2(b) for the duration of the Service Period.

3.2 The Service Period is set out in the Schedule.

4. PAYMENT

4.1 In consideration of the supply of Corporate Services to the Licensee, the Licensee is charged the following (collectively, **Fees and Charges**):

- (a) the total ride fees and charges used or incurred by its Users as set out in the Schedule (**Total Ride Fee**);
- (b) service fee for the use and access of the Portal as set out in the Schedule (**Portal Fee**).



- 4.2 Ola reserves the sole and absolute right to revise the Total Ride Fee including any applicable cancellation fee imposed on cancelled rides and Portal Fee at any time.
- 4.3 Payment of the Fees and Charges are as follows:
- (a) Payment of the Total Ride Fee must be made in one of the following methods:
 - (i) Post-paid method: the Total Ride Fee is billed only after the rides to which they relate to are taken by your Users and invoiced as follows:
 - a. on a fortnightly basis for all rides taken in the prior fortnight; or
 - b. on reaching the applicable credit limit specified in the Schedule, whichever is the earliest.
 - (ii) Pre-paid method: the Total Ride Fee is billed on a pay-as-you-go basis;
 - (b) The method applicable to the supply of Technology Services under this Agreement is set out in the Schedule. In the event of a change in payment method, you agree to update such payment method at your own cost.
 - (c) Payment of the Portal Fee is invoiced on a fortnightly basis.
- 4.4 You agree to pay in full all Fees and Charges by the due date set out in the Schedule by way of credit card or direct bank transfer or any other form of payment as may be made available to you from time to time.

5. LATE PAYMENT

- 5.1 Without limiting any other rights Ola may have under this Agreement or by force of law or equity, if the Licensee fails make full payment of the invoiced amounts by the due date, the Licensee may:
- (a) charge interest at the rate of 8% per annum calculated daily on all overdue monies (excluding interest under this clause) until the same is paid in full;
 - (b) charge an administrative fee for any administrative costs incurred in respect of the Licensee's failure to make full payment hereof;
 - (c) cancel or suspend the Corporate Services supplied to you;
 - (d) cancel or suspend your account with Ola;
 - (e) terminate any contracts between Ola and you and demand immediate payment of monies due and owing under such contracts;
 - (f) cancel any rebate, discount or allowance due to you as at the date of the event of late payment;
 - (g) institute any recovery process as Ola in its discretion thinks fit at your cost and expense.
- 5.2 The Licensee shall not be entitled to set off or deduct any amounts due and owing by Ola to the Licensee under this Agreement, whether or not an existing dispute or claim has been made or raised by the Licensee against Ola or for any reason whatsoever.

6. USE OF CORPORATE SERVICES

- 6.1 Use of Technology Services by you or any of your Users is subject to Ola's User [Terms & Conditions](#).
- 6.2 Use of the Portal by you or any of your Users is subject to the terms herein.
- 6.3 You are required to create an account comprising a username and password (**Account**) in order to access and use the Portal. You are responsible for maintaining the security and



confidentiality of the Account, the username and the password, and are fully responsible for all activities that occur under the same.

- 6.4 You agree to:
- (a) access the Account for your own use only;
 - (b) immediately notify Ola of any unauthorised use of your Account, login or password or any other breach of security; and
 - (c) ensure that you exit from your Account at the end of each session.
- 6.5 Ola cannot and will not be liable for any loss or damage arising from your failure to comply with this clause.
- 6.6 Payments made through any payment facility offered by Ola through the Portal are made at your sole risk. Ola has no control over any payment facility and is unable to guarantee the security of any information submitted or provided by you through or in connection with the same.
- 6.7 You agree that:
- (a) any submission or provision of information (including provision of credit card information) by you through or in connection with the Portal is made at your own risk and that Ola disclaims any and all liability for, or arising in connection with, any interception, 'hacking' or other unauthorised access of such information by any unauthorised third parties; and
 - (b) you are responsible for ensuring that the transaction, credit card information and all other details you provide in relation to your payments made through or in connection with a payment method are correct. Ola disclaims any and all liability for, or arising in connection with, any incorrect transactions, unauthorised use of the Portal by your Users, errors or otherwise caused by factors outside of our control.

7. PROPRIETARY RIGHTS

- 7.1 All proprietary rights, title and interests in the Portal, including, without limitation, texts, images, photographs, animation, video, audio, music and 'applets' incorporated or embodied in the Portal belong solely and exclusively to Ola and/or its Licensors.
- 7.2 All rights which are not expressly granted to you under this Agreement shall be reserved by Ola.
- 7.3 Unless expressly authorised by Ola, you acknowledge and agree that:
- (a) you must not copy, modify, translate, publicise, reproduce, exploit, broadcast, transmit, transfer (through file sharing networks or otherwise), distribute, perform, display, rent, lend or sell any of, or any portion of, the Portal, or create any derivative works from the same;
 - (b) you must not alter any text, graphics, images, audiovisual or any other materials contained in the Portal or remove any trademark or copyright notices thereof;
 - (c) you may not modify, reverse engineer, decompile or disassemble the Portal, whether in whole or in part, or tamper with any digital rights management functionality of the Portal, where applicable;
 - (d) you may not bypass, defeat or circumvent any of the functions or protections embodied in the Portal or any mechanisms operatively linked to the Portal, or separate any individual component for use on any computer, electronic device or other



- locally-accessible repository;
 - (e) you may not in any way interfere with the operation of the Portal or attempt to gain unauthorised access to or use of the Portal; and
 - (f) you may not develop, distribute or sell any application, software or other functionality capable of launching, being launched from or otherwise integrated with the Portal.
- 7.4 The name, logo, images and icons of Ola as may be created, produced or used from time to time for or in connection with the Corporate Services (**Marks**) are trademarks or registered trademarks of Ola and its affiliated companies. Without express and written prior permission, you agree not to display or use in any manner the Marks for any purpose whatsoever.

8. CONTENT

- 8.1 Ola makes no guarantee, representation or warranty of any content compiled by Ola (**Ola Content**) for inclusion in the Portal or the Ola Corporate Site. Accordingly, you agree that:
- (a) all Ola Content is provided for information only, and no reliance on such Ola Content may be placed by you or any other person in your decision to access or use the Portal;
 - (b) under no circumstances will Ola be liable in any way for any Ola Content, including, but not limited to, for any errors or omissions in Ola Content, or for any loss or damage of any kind incurred as a result of the use of Ola Content. You are not entitled to use Ola Content as a basis for any cause of action in law or otherwise;
 - (c) Ola Content may be subject to change or may be updated or may expire without notice and does not take into account your objectives, personal or commercial situation, requirements or needs, or any statutory obligations or requirements which may be required to be observed in your location or jurisdiction.
- 8.2 With respect to any content or data uploaded or entered into the Application or any Portal thereof by you or your authorised user (**Licensee Content**), Ola is under no obligation, and is unable, to monitor any Licensee Content uploaded or entered by you or your authorised user. Accordingly, you agree that:
- (a) you are solely and entirely responsible for the Licensee Content;
 - (b) you must not, and you must ensure that your authorised user must not, upload or enter or otherwise make available through or in connection with the Portal that:
 - (i) is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, pornographic, obscene, libellous or otherwise objectionable;
 - (ii) you do not have a right to make available under any law or under contractual or fiduciary relationships;
 - (iii) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
 - (iv) comprises "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - (v) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment including the Portal itself; or
 - (vi) purports to impersonate any other person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity.
 - (c) you are encouraged to back-up your Licensee Content to minimise risk of loss or



damage arising from the inability to download, access or otherwise use such Licensee Content through or in connection with the Portal. Ola shall not be responsible for any loss or damage to your Licensee Content for any reason whatsoever.

9. SUSPENSION AND TERMINATION

- 9.1 The term of this Agreement shall commence on the effective date of this Agreement, being the date set out in the Schedule (**Effective Date**) and shall continue for the duration of the Service Period until termination in accordance with this clause.
- 9.2 This Agreement may be terminated at any time by one party to the other by giving the other party 30 days prior written notice in accordance with clause 18.
- 9.3 This Agreement may be suspended for any duration or terminated immediately by Ola without notice to you on the occurrence of the following events:
- (a) breaches or violations of this Agreement;
 - (b) requests by law enforcement or other government agencies;
 - (c) discontinuance of the Portal or any part thereof by Ola;
 - (d) unexpected technical or security issues or problems; and
 - (e) any force majeure events occurring to Ola.
- 9.4 Upon termination of this Agreement, all rights granted to you under this Agreement shall cease with immediate effect and your Account will be closed. You must immediately discontinue all access to and use of the Portal and any other content or data obtained in the Portal.
- 9.5 You will not be entitled to a refund of your Portal Fee or any portion thereof if this Agreement is suspended or terminated for any reason whatsoever and Ola shall not be liable for any loss or damage suffered by you or any third party in any way in respect of such suspension or termination.
- 9.6 Clauses 7 to 10 and all disclaimers and limitations of liability shall survive the termination or expiration of this Agreement for any reason as they apply to the rights granted by Ola and the restrictions placed on you in this Agreement.

10. EXCLUSIONS OF LIABILITY AND INDEMNITY

- 10.1 The Technology Services and Corporate Services are supplied on an “as is” and “as available” basis only with no warranties whatsoever that have been given by Ola and Ola makes no guarantee, representation or warranty regarding the timeliness, reliability, accuracy, completeness, correctness or usefulness of the Technology Services or the Portal or any parts thereof.
- 10.2 To the fullest extent of the law, Ola expressly disclaims all conditions, warranties, representations, liabilities and obligations of any kind, whether express or implied, including, but not limited to any conditions or warranties as to:
- (a) merchantability, fitness for a particular purpose or correspondence to particular descriptions in respect of the Technology Services and Corporate Services;
 - (b) the results procured from the access and use of the Technology Services and Corporate Services;
 - (c) the fact that such results are accurate, complete or otherwise reliable;
 - (d) the functions contained in, or operations of, the Technology Services and Corporate



Services;

- (e) the fact that the Technology Services and Portal will not damage any software, hardware, data or network services; and
 - (f) the fact that any such software, hardware, data or network services upon which the Technology Services and Portal depends on will continue to be available, uninterrupted or unmodified.
- 10.3 To the extent permitted by law, you expressly understand and agree that Ola, its subsidiaries, affiliates, officers, agents, co-branders or other partners and employees shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for:
- (a) personal injury (including sickness and death) or property damage relating to any ride (including in connection with any motor vehicle accident);
 - (b) acts or omissions of any driver;
 - (c) other loss or damage to property;
 - (d) loss of profits or revenue;
 - (e) loss of data;
 - (f) goodwill;
 - (g) other tangible and intangible losses, even if Ola has been advised of the possibility of such damages,
- resulting from or arising in connection with access and use of the Technology Services and Corporate Services by you or any other person under this Agreement.
- 10.4 You agree to fully indemnify, defend and hold Ola, and its subsidiaries, affiliates, officers, agents, co-branders or other partners and employees, harmless from any and all claims or demands, liabilities, damages, losses, costs and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of any provisions of this Agreement.
- 10.5 Subject to the provisions contained in this Agreement, if Ola is liable under the law in respect of the Corporate Services for any reason whatsoever, such liability shall be limited to:
- (a) the supply of the Corporate Services again; or
 - (b) the refund of an amount equivalent to the last invoice paid by you if, at Ola's sole and exclusive opinion, it is unable to supply the Corporate Services again to you, or to resolve the defect.

11. LICENSEE REPRESENTATIONS

- 11.1 You represent and warrant that:
- (a) you have the legal right and authority to enter into this Agreement;
 - (b) you have the legal right and authority to perform your obligations under this Agreement;
 - (c) by entering into this Agreement, you are not violating or creating a default under any law, rule, regulation, judgment, order, instrument, agreement or charter document binding on you; and
 - (d) all information or data supplied to Ola in connection with this Agreement and your use and access of the Corporate Services are accurate, complete and current.

12. PRIVACY



- 12.1 Ola's collection and use of personal information in connection with the Corporate Services is as provided in Ola's Privacy Policy located at: <https://ola.co.nz/privacy-policy/>
- 12.2 You agree you will, and you will ensure that members of your corporate group, and its employees, officers, contractors, representatives or agents of any of them will, comply with all laws, including the *Privacy Act 1993* (NZ) and any other applicable privacy or data protection laws which may be amended and in force from time to time (**Privacy Laws**) that relate to collection, use, disclosure, storage or granting of access rights to Personal Information, any reasonable directions of a party as to Privacy Laws and steps reasonably required to effect compliance.
- 12.3 **Privacy policy:** you will have in place and maintain an up to date Privacy Policy in compliance with the Privacy Laws (including where applicable, obtaining applicable consents where required) and will comply with your own Privacy Policy.

13. NOTICES

- 13.1 A party notifying or giving notice under this Agreement must give notice in writing and:
 - (a) with respect to Ola, to legalanz@olacabs.com as may be updated from time to time; and
 - (b) with respect to you, to the email address set out in the Schedule.
- 13.2 A notice given to Ola in accordance with this clause is received when the sender does not receive any failed delivery email notification from either its, or the recipient's, mail server within two (2) days after the date of the email.
- 13.3 A notice given to you by way of an update is deemed to have been received by you within two (2) days after the date of the email.

14. NO ASSIGNMENT

- 14.1 You must not assign any of your rights or obligations under this Agreement to any third parties.
- 14.2 Ola may, without any notice to you, assign any of its rights or obligations herein to any third party.

15. GOVERNING LAW

- 15.1 This Agreement and any obligations arising out of or in relation to Agreement shall be governed by and construed in accordance with the laws of New Zealand.

16. JURISDICTION

- 16.1 You understand, agree and acknowledge that the courts of Auckland are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims and disputes relating to any non-contractual obligations) which may arise out of or in connection with this Agreement and for such purposes irrevocably submit to the jurisdiction of the aforesaid courts.

17. ENTIRE AGREEMENT

- 17.1 This Agreement constitutes the entire agreement between you and Ola, superseding any prior oral or written proposal, agreements or other communication between you and Ola with



respect to the Corporate Services.

17.2 This Agreement may be modified from time to time by Ola by way of written notification to you in accordance with clause 13.

18. **WAIVER AND SEVERABILITY OF TERMS**

18.1 The failure of Ola to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

18.2 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Executed for and on behalf of Ola New Zealand Global Limited (NZBN 9429046597137): Signature	Executed for and on behalf of [<div style="text-align: center;">] [NZBN]]:</div> Signature
..... Name Name
..... Position Position
legalanz@olacabs.com Email address Email address
..... Date Date