



VENDOR PARTICIPATION AGREEMENT

This Vendor Participation Agreement (“Agreement”) is entered into on this ____ day of _____, 2025 , by and between:

Karnataka Investments CC, a close corporation duly incorporated and registered under the laws of the Republic of Namibia, with Registration Number **cc/2022/04889**, VAT Registration Number **13167642**, having its principal place of business at **ERF 6592, Ekolola Street, Extension 10, Eenhana, Namibia** (“Platform Operator” or “Parent Company”), which owns and operates the mobile application and platform known as **SafeCab** (“SafeCab App”);

and

____ (“Vendor”), a company duly incorporated and registered under the laws of _____ (Registration Country), with Registration Number _____, VAT Registration Number _____, and principal place of business at _____ (Physical Address).

1. Vendor Details

As provided in the Vendor Form submitted by the Vendor, the following particulars are recorded and incorporated into this Agreement:

Entity Name: _____

Business Registration Number: _____

Registration Country: _____

VAT Registration Number: _____

Beneficial Owner(s)/Director(s): _____



Number of Shareholders: _____

Physical Address: _____

Email Address: _____

Website: _____

Vending Location: _____ (Address / City / State / Postal Code / Country)

Planned Date of Activation: _____

Contract Duration Required: _____

2. Purpose

The purpose of this Agreement is to establish the terms under which the Vendor is authorized to operate the SafeCab App, owned by Karnataka Investments CC, within its home country or city. The Vendor shall use the SafeCab App platform to provide ride-hailing and related transportation services through drivers and vehicles recruited and managed by the Vendor.

3. Appointment and License

3.1 Karnataka Investments CC, as owner of the SafeCab App, grants the Vendor a non-exclusive, revocable license to use the SafeCab App in the approved territory for the duration of this Agreement.

3.2 The Vendor acknowledges that the SafeCab App is the proprietary technology of Karnataka Investments CC and agrees to use it strictly in accordance with this Agreement.

3.3 The Vendor shall not sublicense, transfer, or assign its rights under this Agreement without the prior written consent of Karnataka Investments CC.

3.4 All intellectual property rights, including but not limited to the SafeCab App, trademarks, logos, software, and documentation, shall remain the sole property of



Karnataka Investments CC. The Vendor acquires no ownership rights and shall not contest Karnataka Investments CC's ownership.

4. Vendor Contract Options

The Vendor shall have the option to select either:

- (a) ☐ **City-Level Contract:** granting the Vendor the non-exclusive right to operate the SafeCab App within a specific city, for a fee of USD 1,500 (One Thousand Five Hundred United States Dollars); or
- (b) ☐ **Country-Level Contract:** granting the Vendor the non-exclusive right to operate the SafeCab App across the entire country, for a fee of USD 15,000 (Fifteen Thousand United States Dollars).
- (c) **Additionally**, each vendor shall pay Karnataka Investments CC, 3% of their monthly commission (10%) revenue collected from the total successful rides completed per month on the last working day of each month.

Karnataka Investments CC (Namibia) Banking Details:

Account: 60006243834
Branch Name: Katima Mulilo
Branch Code: 080672
Swift Code: 5BNMNANX

NB: Each contract is valid for 5 Years, upon which the same renewal fees stated in 4. (a) or (b) and (c).are payable.

4.1 The Vendor must notify Karnataka Investments CC in writing of its chosen option prior to the Planned Activation Date. Karnataka Investments CC reserves the right to approve the chosen option, which approval shall not be unreasonably withheld.

4.2 The selected option shall define the approved territory under this Agreement. City-level contracts do not confer any rights outside the designated city. Country-level contracts do not guarantee exclusivity unless explicitly agreed in writing.



4.3 The Vendor may request to upgrade from a City-Level to a Country-Level contract at any time upon payment of the applicable fee and approval by Karnataka Investments CC. The upgrade shall be effective from the date of approval.

4.4 All fees are due and payable prior to activation of the SafeCab App under the chosen option. Payments shall be made to the account number listed on the SafeCab website at www.thesafecab.com. Failure to remit the applicable fee shall prevent the Vendor from operating the SafeCab App.

4.5 Fees paid for the selected option are non-refundable, regardless of early termination or partial use of the service.

5. Vendor Obligations

The Vendor agrees to:

5.1 Ensure all information submitted in the Vendor Form and thereafter is true, accurate, and complete.

5.2 Maintain proper registration and compliance with all applicable local laws, regulations, and licensing requirements.

5.3 Recruit, train, and manage drivers who meet the standards of professionalism, conduct, and safety prescribed by Karnataka Investments CC.

5.4 Ensure that all vehicles are roadworthy, licensed, insured, and compliant with local transport authority requirements.

5.5 Maintain adequate business liability insurance and provide proof of such coverage upon request.

5.6 Promote the SafeCab brand responsibly and in accordance with branding and usage guidelines issued by Karnataka Investments CC.

5.7 Respond promptly to any complaints, disputes, or investigations related to services provided under the SafeCab App.



5.8 Indemnify and hold harmless Karnataka Investments CC, its affiliates, directors, and employees from any claims, damages, losses, fines, or expenses arising from the Vendor's operations, including but not limited to driver conduct, vehicle accidents, regulatory violations, or breach of this Agreement.

5.9 Maintain accurate records of all transactions, fares, and driver activity. Karnataka Investments CC shall have the right, upon reasonable notice, to audit such records to verify compliance with this Agreement and the accuracy of revenue reporting.

6. Platform Operator Obligations

Karnataka Investments CC shall:

6.1 Provide the Vendor with access to the SafeCab App technology platform for the duration of this Agreement.

6.2 Offer reasonable technical support to ensure proper functioning of the app.

6.3 Provide regular statements detailing transactions, fares collected, commissions deducted, and net amounts payable to the Vendor.

6.4 Reserve the right to amend platform features, rules, or policies with reasonable notice to the Vendor.

7. Revenue Sharing and Payments

7.1 Karnataka Investments CC shall deduct a commission of _____% from each fare collected through the SafeCab App.

7.2 Net proceeds, after commission, shall be remitted to the Vendor on a _____(weekly/monthly) basis, subject to any applicable taxes or deductions required by law.

7.3 The Vendor is responsible for payment of all taxes, fees, and charges applicable in its jurisdiction.



7.4 Disputes regarding financial statements must be raised by the Vendor within 15 days of receipt, failing which the statement shall be deemed accepted.

8. Duration and Termination

8.1 This Agreement shall commence on the Planned Activation Date and continue for the Contract Duration required (as per the Vendor Form), unless terminated earlier.

8.2 Either party may terminate this Agreement upon 30 days' written notice without cause.

8.3 Karnataka Investments CC may terminate immediately if the Vendor:

8.3.1 Breaches any material provision of this Agreement;

8.3.2 Fails to comply with regulatory or licensing requirements;

8.3.3 Engages in conduct that damages or threatens to damage the reputation of SafeCab or Karnataka Investments CC; or

8.3.4 Provides false or misleading information.

8.4 Upon termination, the Vendor shall immediately cease use of the SafeCab App and settle all outstanding obligations.

8.5 Upon expiration of the initial contract duration, this Agreement may be renewed upon mutual written agreement between the parties, subject to updated fees, terms, and approval by Karnataka Investments CC.

9. Confidentiality and Data Protection

9.1 The Vendor shall maintain the confidentiality of all proprietary information, trade secrets, and user data obtained through the SafeCab App.

9.2 All rider and driver data collected through the app remains the property of Karnataka Investments CC.



9.3 The Vendor shall comply with all applicable data protection and privacy laws in its jurisdiction.

10. Relationship of Parties

The parties acknowledge that the Vendor operates as an independent contractor. Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, joint venture, or agency.

11. Governing Law and Dispute Resolution

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of Namibia.

11.2 Any dispute arising under or in connection with this Agreement shall first be resolved amicably through negotiation. If unresolved, the matter shall be referred to arbitration/mediation, which shall be binding on both parties.

12. Amendments

This Agreement may only be amended or modified by a written document signed by both parties.

13. Notices

All notices, demands, or communications required or permitted under this Agreement shall be in writing and delivered to the addresses specified in the Vendor Form, or to such other address as either party may notify in writing. Notices may be delivered by hand, registered mail, or email and shall be deemed received:

- (a) if by hand, upon delivery;
- (b) if by registered mail, 5 (five) business days after posting; or
- (c) if by email, upon confirmation of receipt by the recipient.

14. Force Majeure



Neither party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government restrictions or regulations, strikes, civil unrest, terrorism, power outages, or technological failures. The affected party shall notify the other party promptly of the occurrence and expected duration of the force majeure event and shall use reasonable efforts to mitigate its effects.

15. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable for any reason, the remaining provisions shall continue in full force and effect.

16. Entire Agreement:

This Agreement, together with the Vendor Form, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations, whether written or oral, relating to the subject matter hereof.

SIGNED:

For and on behalf of Karnataka Investments CC (SafeCab App): _____

Name: _____

Title: _____

Date: _____

For and on behalf of Vendor: _____

Name: _____

Title: _____

Date: _____