



CALLME2WORK

SPECIALIST TECHNOLOGY SERVICES AGREEMENT

Last update: July 1st 2017

This Specialist Technology Services Agreement (“Agreement”) constitutes a legal agreement between you, an individual (“you”) and CALLME2WORK KENYA LTD.

Each of which may be referred to as a “**Party**” and collectively as the “**Parties**”.

CALLME2WORK platform enables an authorized specialist to seek, receive and fulfil requests for specialist services from an authorized user of **CALLME2WORK**’s mobile applications. You desire to enter into this Agreement for the purpose of accessing and using the **CALLME2WORK** Services. You acknowledge and agree that **CALLME2WORK** is a services provider that does not provide specialist services. In order to use the **CALLME2WORK** Services, you must agree to the terms and conditions that are set forth below. Upon your execution (electronic or otherwise) of this Agreement, you and **CALLME2WORK** shall be bound by the terms and conditions set forth herein.

IMPORTANT: PLEASE NOTE THAT TO USE THE **CALLME2WORK** SERVICES, YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH THE **CALLME2WORK** ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE ARBITRATION PROVISION. BY VIRTUE OF YOUR ELECTRONIC EXECUTION OF THIS AGREEMENT, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING THE ARBITRATION PROVISION) AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE ARBITRATION PROVISION BELOW.

1. Definitions

1.1 “**Affiliate**” means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights of such entity.

1.2 “**City Addendum**” means an addendum or supplemental information to this Agreement setting forth additional Territory-specific terms, as made available and as updated by **CALLME2WORK** from time to time.



1.3 “**CALLME2WORK Data**” means all data related to the access and use of the **CALLME2WORK** Services hereunder, including all data related to Users (including User Information), all data related to the provision of Specialist Services via the **CALLME2WORK** Services and the specialist App, and the ID.

1.4 “**CALLME2WORK Device**” means a mobile device owned or controlled by **CALLME2WORK** that is provided to you solely for your use of the specialist App to provide Services.

1.5 “**Device**” means a **CALLME2WORK** Device or Your Device, as the case may be.

1.6 “**Specialist App**” means the mobile application provided by **CALLME2WORK** that enables specialists to access the **CALLME2WORK** Services for the purpose of seeking, receiving and fulfilling on demand requests for specialist services by Users, as may be updated or modified from time to time.

1.7 “**Specialist ID**” means the identification and password key assigned by **CALLME2WORK** to you that enables you to use and access the **SPECIALIST** App.

1.8 “**Charges**” has the meaning set forth in Section 4.1.

1.9 “**Service Fee**” has the meaning set forth in Section 4.4.

1.10 “**Territory**” means the city in which you are enabled by the Callme2work platform or App to receive requests for specialist Services.

1.11 “**Tolls**” means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the **CALLME2WORK** Services based on available information.

1.12 “**Specialist Services**” means your provision of the services you have been approved by **CALLME2WORK** to Users via the **CALLME2WORK** platform.

1.13 “**CALLME2WORK Services**” mean **CALLME2WORK**’s on-demand lead generation and related services that enable specialist to seek, receive and fulfil on-demand requests for Specialist services by Users seeking Specialist services; such **CALLME2WORK** Services include access to the **specialists App** and **CALLME2WORK**’s software, ability to receive **SMS notifications** from the **CALLME2WORK** platform, websites, payment services as described in Section 4 below, and related support services systems, as may be updated or modified from time to time.

1.14 “**User**” means an end user authorized by **CALLME2WORK** to use the **CALLME2WORK** mobile application for the purpose of obtaining specialist services offered by **CALLME2WORK**’s service providers.

1.15 “**User Information**” means information about a User made available to you in connection with such User’s request for and use of specialist Services, which may include the User’s name, address, contact information and photo.

1.16 “**Vehicle**” means your vehicle that: (a) meets the then-current **CALLME2WORK** requirements for a vehicle on the **CALLME2WORK** Services; and (b) **CALLME2WORK** authorizes for your use for the purpose of providing Specialist Services.

1.17 “**Your Device**” means a mobile device owned or controlled by you: (a) that meets the then-current **CALLME2WORK** specifications for mobile devices as set forth at www.CALLME2WORK.com/byod-



devices; and (b) on which the **SPECIALIST** App has been installed as authorized by **CALLME2WORK** solely for the purpose of providing specialist Services.

2. Use of the **CALLME2WORK** Services

2.1 **SPECIALIST** IDs.

CALLME2WORK will issue you a **SPECIALIST** ID to enable you to access and use the **SPECIALIST** App on a Device or to receive SMS notifications from the platform in accordance with this Agreement. **CALLME2WORK** reserves the right to deactivate your **SPECIALIST** ID if you have not fulfilled a request for Services using the **SPECIALIST** App at least once a month. You agree that you will maintain your **SPECIALIST** ID in confidence and not share your **SPECIALIST** ID with any third party. You will immediately notify **CALLME2WORK** of any actual or suspected breach or improper use or disclosure of your **SPECIALIST** ID or the **SPECIALIST** App.

2.2 Provision of Specialist Services.

- (a) When the **SPECIALIST** App is active, User requests for Specialist Services may appear to you via the **SPECIALIST** App or via SMS to your device if you are available and in the vicinity of the User. If you accept a User's request for specialist Services, the **CALLME2WORK** Services will provide you with certain User Information via the **SPECIALIST** App or by SMS, including the User's first name and pickup location.
- (b) In order to enhance User satisfaction with the **CALLME2WORK** mobile application and your Specialist Services, it is recommended that you make contact with the user **within 5minutes** in order to discuss the work or service that is required to be carried out
- (c) You will obtain the location where the user would like the service carried out if the User elects to enter such destination via **CALLME2WORK**'s mobile application.
- (d) You acknowledge and agree that once you have accepted a User's request for specialist Services, **CALLME2WORK**'s mobile application may provide certain information about you to the User, including your first name, contact information, photo and location, and any other information obtained from You shall not contact any Users or use any User's personal data for any reason other than for the purposes of fulfilling the specialist Services you are registered for.

As between **CALLME2WORK** and you, you acknowledge and agree that:

- (a) You shall be solely responsible for determining the most effective, efficient and safe manner to perform the services; and
- (b) Except for the **CALLME2WORK** Services or any **CALLME2WORK** Devices (if applicable), you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform the Services.
- (c) You shall contact the user immediately and agree on the modalities for getting the work done
- (d) You will negotiate in good faith and as per industry standards the cost of your labour for doing the work
- (e) You will notify **CALLME2WORK** of the charge agreed with the user via the **CALLME2WORK** platform
- (f) You will wait for **CALLME2WORK** approval before you can perform the service requested by the user



- (g) Upon completion of the work to the satisfaction of the user, you will mark the work as complete in the CALLME2WORK application

2.3 Your Relationship with Users.

You acknowledge and agree that your provision of Specialist Services to Users creates a direct business relationship between you and the User. **CALLME2WORK** is not responsible or liable for the actions or inactions of a User in relation to you, your activities or any asset that you use to provide the service including vehicles. You shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from your provision of specialist Services. You acknowledge and agree that you are 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 financial responsibility laws) regarding any acts or omissions of a User or third party. You acknowledge and agree that **CALLME2WORK** may release your contact and/or insurance information to a User upon such User's reasonable request. You acknowledge and agree that, unless specifically consented to by a User, you may not transport or allow inside your Vehicle individuals other than a User and any individuals authorized by such User, during the performance of specialist Services for such User. For Specialist services, you acknowledge and agree that all Users and respective assets should be transported directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops.

2.4 Your Relationship with **CALLME2WORK**.

You acknowledge and agree that **CALLME2WORK**'s provision to you of the **SPECIALIST** App and the **CALLME2WORK** Services creates a direct business relationship between **CALLME2WORK** and you. **CALLME2WORK** does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of specialist Services, your acts or omissions, or your operation and maintenance of your Vehicle. You retain the sole right to determine when, where, and for how long you will utilize the **SPECIALIST** App or the **CALLME2WORK** Services. You retain the option, via the **SPECIALIST** App or otherwise, to attempt to accept or to decline or ignore a User's request for specialist services via the **CALLME2WORK** Services, or to cancel an accepted request for specialist services via the **SPECIALIST** App or platform, subject to **CALLME2WORK**'s then-current cancellation policies. With the exception of any signage required by local law or permit/license requirements, **CALLME2WORK** shall have no right to require you to: (a) display **CALLME2WORK**'s or any of its Affiliates' names, logos or colors on your Vehicle(s); or (b) wear a uniform or any other clothing displaying **CALLME2WORK**'s or any of its Affiliates' names, logos or colors. You acknowledge and agree that you have complete discretion to provide services or otherwise engage in other business or employment activities. For the sake of clarity, you understand that you retain the complete right to; (i) use other software application services in addition to the **CALLME2WORK** Services; and (ii) engage in any other occupation or business. **CALLME2WORK** retains the right to deactivate or otherwise restrict you from accessing or using the **SPECIALIST** App or the **CALLME2WORK** Services in the event of a violation or alleged violation of this Agreement, your disparagement of **CALLME2WORK** or any of its Affiliates, your act or omission that causes harm to



CALLME2WORK's or its Affiliates' brand, reputation or business as determined by **CALLME2WORK** in its sole discretion.

2.5 Ratings.

2.5.1 You acknowledge and agree that: (a) after receiving Specialist Services, a User will be prompted by **CALLME2WORK**'s mobile application to provide a rating of you and such specialist Services and, optionally, to provide comments or feedback about you and such Specialist Services; and (b) after providing specialist Services, you may be prompted by the **SPECIALIST** App to provide a rating of the User and, optionally, to provide comments or feedback about the User. You shall provide your ratings and feedback in good faith.

2.5.2 You acknowledge that **CALLME2WORK** desires that Users have access to high-quality services via **CALLME2WORK**'s mobile application. In order to continue to receive access to the **SPECIALIST** App and the **CALLME2WORK** Services, you must maintain an average rating by Users that exceeds the minimum average acceptable rating established by **CALLME2WORK** for your Territory, as may be updated from time to time by **CALLME2WORK** in its sole discretion ("Minimum Average Rating"). Your average rating is intended to reflect Users' satisfaction with your Specialist Services rather than your compliance with any of **CALLME2WORK**'s policies or recommendations. In the event your average rating falls below the Minimum Average Rating, **CALLME2WORK** will notify you and may provide you, in **CALLME2WORK**'s discretion, a limited period of time to raise your average rating above the Minimum Average Rating. If you do not increase your average rating above the Minimum Average Rating within the time period allowed (if any), **CALLME2WORK** reserves the right to deactivate your access to the **SPECIALIST** App and the **CALLME2WORK** Services. Additionally, you acknowledge that your repeated failure to accept User requests for Specialist Services while you are logged in to the **SPECIALIST** App creates a negative experience for Users of **CALLME2WORK**'s mobile application. If you do not wish to accept User requests for Specialist Services for a period of one (1) calendar month, you agree that you will notify **CALLME2WORK** so that you are deactivated from the system.

2.5.3 **CALLME2WORK** and its Affiliates reserve the right to use, share and display your and User ratings and comments in any manner in connection with the business of **CALLME2WORK** and its Affiliates without attribution to you or your approval. You acknowledge and agree that **CALLME2WORK** and its Affiliates are distributors (without any obligation to verify) and not publishers of your and User ratings and comments, provided that **CALLME2WORK** and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or **CALLME2WORK**'s or its Affiliates' content policies.

2.6 Devices.

2.6.1 **CALLME2WORK** encourages you to use Your Device in providing specialist services. Otherwise, if you elect to use any **CALLME2WORK** Devices, **CALLME2WORK** will supply you upon request with **CALLME2WORK** Devices provided that **CALLME2WORK** will require reimbursement from you for the costs associated with the **CALLME2WORK** Device and/or request a deposit for each **CALLME2WORK** Device. You agree that: (a) **CALLME2WORK** Devices may only be used for the purpose of enabling your access to the **CALLME2WORK** Services; and (b) **CALLME2WORK** Devices may not be transferred,



loaned, sold or otherwise provided in any manner to any party other than you. **CALLME2WORK** Devices shall at all times remain the property of **CALLME2WORK**, and upon termination of this Agreement or deactivation, you agree to return to **CALLME2WORK** the applicable **CALLME2WORK** Devices within ten (10) days. You agree that failure to timely return any **CALLME2WORK** Devices, or damage to **CALLME2WORK** Devices outside of “normal wear and tear,” will result in the forfeiture of related deposits.

2.6.2 If you elect to use Your Devices: (i) you are responsible for the acquisition, cost and maintenance of Your Devices and (ii) **CALLME2WORK** shall make available the **SPECIALIST** App where required for installation on Your Device. **CALLME2WORK** hereby grants you a personal, non-exclusive, non-transferable license to install and use the **SPECIALIST** App on Your Device solely for the purpose of providing specialist Services. You agree to not provide, distribute or share, or enable the provision, distribution or sharing of, the **SPECIALIST** App (or any data associated therewith) with any third party. The foregoing license grant shall immediately terminate and you will delete and fully remove the **SPECIALIST** App from the **SPECIALIST**-Provided Device in the event that you cease to provide specialist Services using Your Device. You agree that: (i) use of the **SPECIALIST** App on Your Device requires an active data plan with a wireless carrier associated with Your Device, which data plan will be provided by you at your own expense; and (ii) use of the **SPECIALIST** App on Your Device as an interface with the **CALLME2WORK** Services may consume very large amounts of data through the data plan. **CALLME2WORK** ADVISES THAT YOUR DEVICE ONLY BE USED UNDER A DATA PLAN WITH UNLIMITED OR VERY HIGH DATA USAGE LIMITS, AND **CALLME2WORK** SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FEES, COSTS, OR OVERTAGE CHARGES ASSOCIATED WITH ANY DATA PLAN.

2.7 Location Based Services. You acknowledge and agree that your geo-location information must be provided to the **CALLME2WORK** Services via a Device in order to provide Specialist Services. You acknowledge and agree that: (a) your geo-location information may be obtained by the **CALLME2WORK** Services while the **SPECIALIST** App is running; and (b) the approximate location of your Vehicle will be displayed to the User before and during the provision of Specialist Services to such User. In addition, **CALLME2WORK** and its Affiliates may monitor, track and share with third parties **SPECIALIST**'s geo-location information obtained by the **SPECIALIST** App and Device for safety and security purposes.

3. You and Your Vehicle

3.1 Your Requirements(for transport specialist services).

You acknowledge and agree that at all times, you shall: (a) hold and maintain (i) a valid **SPECIALIST**'s license with the appropriate level of certification to operate your Vehicle, and (ii) all licenses, permits, approvals and authority applicable to you that are necessary to provide passenger Specialist services to third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Specialist Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. You acknowledge and agree that you may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to provide, Specialist Services. You acknowledge and agree that **CALLME2WORK** reserves the right, at any time in **CALLME2WORK**'s sole discretion, to deactivate or otherwise restrict you from accessing or using the **SPECIALIST** App or the **CALLME2WORK** Services if you fail to meet the requirements set forth in this Agreement.



3.2 Vehicle Requirements.

You acknowledge and agree that your Vehicle shall at all times be: (a) properly registered and licensed to operate in the category you have been registered for (b) owned or leased by you, or otherwise in your lawful possession; (c) suitable for performing the Specialist 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 in the applicable Territory, and in a clean and sanitary condition.

3.3 Documentation.

To ensure your compliance with all requirements in Sections 3.1 and 3.2 above, you must provide **CALLME2WORK** with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to your provision of any Specialist Services. Thereafter, you must submit to **CALLME2WORK** written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. **CALLME2WORK** shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and your failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. **CALLME2WORK** reserves the right to independently verify your documentation from time to time in any way **CALLME2WORK** deems appropriate in its reasonable discretion.

4. Financial Terms

4.1 Fee Calculation and Your Payment.

You are entitled to charge a fee for each instance of completed Specialist Services provided to a User that are obtained via the **CALLME2WORK** Services (“Fee”), where such Fee is negotiated and agreed with the user before the start of the work or service. You acknowledge and agree that the Fee agreed with the user is the only payment you will receive in connection with the provision of Specialist Services. You are also entitled to charge User for any Tolls, taxes or fees incurred during the provision of the Specialist Services, if applicable. You: (i) appoint **CALLME2WORK** as your limited payment collection agent solely for the purpose of accepting the Fee, applicable Tolls and, depending on the region and/or if requested by you, applicable taxes and fees from the User on your behalf via the payment processing functionality facilitated by the **CALLME2WORK** Services; and (ii) agree that payment made by User to **CALLME2WORK** shall be considered the same as payment made directly by User to you. In addition, the parties acknowledge and agree that as between you and **CALLME2WORK**, where pre-arranged fees are possible that the Fee is a recommended amount, and the primary purpose of the pre-arranged Fee is to act as the default amount in the event you do not negotiate a different amount. You shall always have the right to: (i) charge a fee that is less than the pre-arranged Fee; or (ii) negotiate, at your request, a Fee that is lower than the prearranged Fee (each of (i) and (ii) herein, a “Negotiated Fee”). **CALLME2WORK** shall consider all such requests from you in good faith. **CALLME2WORK** agrees to remit, or cause to be remitted, to you on at least a weekly basis: (a) the Fee less the applicable Service Fee; (b) the Tolls; and (c) depending on the region, certain taxes and ancillary fees. If you have separately agreed that other amounts may be deducted from the Fee prior to remittance to you (e.g., vehicle financing payments, lease payments, mobile device usage charges, etc.), the order of any such deductions from the Fee shall be determined exclusively by **CALLME2WORK**.



4.2 Changes to Fee Calculation.

CALLME2WORK reserves the right to change the Fee Calculation at any time in **CALLME2WORK**'s discretion based upon local market factors, and **CALLME2WORK** will provide you with notice in the event of changes to the base fee, that would result in a change in the recommended Fee where applicable. Continued use of the **CALLME2WORK** Services after any such change in the Fee Calculation shall constitute your consent to such change.

4.3 Fee Adjustment.

CALLME2WORK reserves the right to: (i) adjust the Fee for a particular instance of Specialist Services (e.g., you took an inefficient route, you failed to properly end a particular instance of Specialist Services in the **SPECIALIST** App, technical error in the **CALLME2WORK** Services, etc.); or (ii) cancel the Fee for a particular instance of Specialist Services (e.g., User is charged for Specialist Services that were not provided, in the event of a User complaint, fraud, etc.). **CALLME2WORK**'s decision to reduce or cancel the Fee in any such manner shall be exercised in a reasonable manner.

4.4 Service Fee.

In consideration of **CALLME2WORK**'s provision of the **SPECIALIST** App and the **CALLME2WORK** Services for your use and benefit hereunder, you agree to pay **CALLME2WORK** a service fee on a per Specialist Services transaction basis, as provided to you via email or otherwise made available electronically by **CALLME2WORK** from time to time for the applicable Territory ("Service Fee"). In the event regulations applicable to your Territory require taxes to be calculated on the Fee, **CALLME2WORK** shall calculate the Service Fee based on the Fee net of such taxes. **CALLME2WORK** reserves the right to change the Service Fee at any time in **CALLME2WORK**'s discretion based upon local market factors, and **CALLME2WORK** will provide you with reasonable notice in the event of such change. Continued use of the **CALLME2WORK** Services after any such change in the Service Fee calculation shall constitute your consent to such change.

4.5 Cancellation Charges.

You acknowledge and agree that Users may elect to cancel requests for Specialist Services that have been accepted by you via the **SPECIALIST** App at any time prior to your arrival. In the event that a User cancels an accepted request for Specialist Services, **CALLME2WORK** may charge the User a cancellation fee on your behalf. If charged, this cancellation fee shall be deemed the Fee for the cancelled Specialist Services for the purpose of remittance to you hereunder ("Cancellation Fee"). The parties acknowledge and agree that as between you and **CALLME2WORK**, this Cancellation Fee is a recommended amount, and the primary purpose of such Cancellation Fee is to act as the default amount in the event you do not negotiate a different amount. You shall always have the right to: (i) charge a cancellation fee that is less than the Cancellation Fee; or (ii) negotiate, at your request, a cancellation fee that is lower than the Cancellation Fee (each of (i) and (ii) herein, a "Negotiated Cancellation Fee"). If charged, the Cancellation Fee (regardless of any Negotiated Cancellation Fee) shall be deemed the Fee for the cancelled Specialist Services for the purpose of remittance to you hereunder.



4.6 Receipts.

As part of the **CALLME2WORK** Services, **CALLME2WORK** provides you a system for the delivery of receipts to Users for Specialist Services rendered. Upon your completion of Specialist Services for a User, **CALLME2WORK** prepares an applicable receipt and issues such receipt to the User via email on your behalf. Such receipts are also provided to you via email or the online portal available to you through the **CALLME2WORK** Services. Receipts include the breakdown of amounts charged to the User for Specialist Services and may include specific information about you, including your name, contact information and photo and any other relevant information. Any corrections to a User's receipt for Specialist Services must be submitted to **CALLME2WORK** in writing within three (3) business days after the completion of such Specialist Services. Absent such a notice, **CALLME2WORK** shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fee.

4.7 No Additional Amounts.

You acknowledge and agree that, for the mutual benefit of the parties, through advertising and marketing, **CALLME2WORK** and its Affiliates may seek to attract new Users to **CALLME2WORK** and to increase existing Users' use of **CALLME2WORK**'s mobile application. You acknowledge and agree such advertising or marketing does not entitle you to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.

4.8 Taxes.

You acknowledge and agree that you are required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to your provision of Specialist Services as required by applicable law; and (b) provide **CALLME2WORK** with all relevant tax information. You further acknowledge and agree that you are responsible for taxes on your own income arising from the performance of Specialist Services. Notwithstanding anything to the contrary in this Agreement, **CALLME2WORK** may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from your provision of Specialist Services and/or provide any of the relevant tax information you have provided pursuant to the foregoing requirements in this Section 4.8 directly to the applicable governmental tax authorities on your behalf or otherwise.

5. Proprietary Rights; License

5.1 License Grant.

Subject to the terms and conditions of this Agreement, **CALLME2WORK** hereby grants you a non-exclusive, non-transferable, non-sub licensable, non-assignable license, during the term of this Agreement, to use the **CALLME2WORK** Services (including the **SPECIALIST** App on a Device) solely for the purpose of providing Specialist Services to Users and tracking resulting Fees. All rights not expressly granted to you are reserved by **CALLME2WORK**, its Affiliates and their respective licensors.

5.2 Restrictions.

You 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 **CALLME2WORK** Services, **SPECIALIST** App or any **CALLME2WORK** Device in any way; (b) modify or make derivative works based upon the **CALLME2WORK** Services or **SPECIALIST** App; (c) improperly use the **CALLME2WORK** Services



or **SPECIALIST** App, including creating Internet “links” to any part of the **CALLME2WORK** Services or **SPECIALIST** App, “framing” or “mirroring” any part of the **CALLME2WORK** Services or **SPECIALIST** App on any other websites or systems, or “scraping” or otherwise improperly obtaining data from the **CALLME2WORK** Services or **SPECIALIST** App; (d) reverse engineer, decompile, modify, or disassemble the **CALLME2WORK** Services or **SPECIALIST** App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, you shall not, and shall not allow any other party to, access or use the **CALLME2WORK** Services or **SPECIALIST** App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the **CALLME2WORK** Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the **CALLME2WORK** Services; or (iv) attempt to gain unauthorized access to the **CALLME2WORK** Services or its related systems or networks.

5.3 Ownership.

The **CALLME2WORK** Services, **SPECIALIST** App and **CALLME2WORK** Data, including all intellectual property rights therein, and the **CALLME2WORK** Devices are and shall remain (as between you and **CALLME2WORK**) the property of **CALLME2WORK**, its Affiliates or their respective licensors. Neither this Agreement nor your use of the **CALLME2WORK** Services, **SPECIALIST** App or **CALLME2WORK** Data conveys or grants to you any rights in or related to the **CALLME2WORK** Services, **SPECIALIST** App or **CALLME2WORK** Data, except for the limited license granted above. Other than as specifically permitted by **CALLME2WORK** in connection with the **CALLME2WORK** Services, you are not permitted to use or reference in any manner **CALLME2WORK**’s, its Affiliates’, or their respective licensors’ **CALLME2WORK** names, logos, products and service names, trademarks, service marks, trade dress, copyrights or other indicia of ownership, alone and in combination with other letters, punctuation, words, symbols and/or designs (the “**CALLME2WORK** Marks and Names”) for any commercial purposes. You agree that you will not try to register or otherwise use and/or claim ownership in any of the **CALLME2WORK** Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark, name or title, for any goods and services.

6. Confidentiality

6.1 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 (“Confidential Information”). Confidential Information includes **CALLME2WORK** Data, **SPECIALIST** 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 disclosed in 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.

6.2 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 (subject to applicable law and, with respect to **CALLME2WORK**, its internal record-keeping requirements and section 7.1 hereunder).

6.3 Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

6.4 "**Disclosing Party**" as used in this section means the Party disclosing Confidential Information to the other Party pursuant to this Agreement.

7. Privacy

7.1 Disclosure of Your Information. Subject to applicable law, **CALLME2WORK** and its Affiliates may, but shall not be required to, provide to you, a User, an insurance **CALLME2WORK** and/or relevant authorities and/or regulatory agencies any information (including personal information (e.g. information obtained about you through any background check) and any **CALLME2WORK** Data) about you or any Specialist Services provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between you and a User; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in **CALLME2WORK**'s or any Affiliate's sole discretion, by applicable law or regulatory requirements (e.g., **CALLME2WORK** or its Affiliates receive a subpoena, warrant, or other legal process for information); (d) it is necessary, in **CALLME2WORK**'s or any Affiliate's sole discretion, to (1) protect the safety, rights, property or security of **CALLME2WORK** or its Affiliates, the **CALLME2WORK** Services or any third party; (2) to protect the safety of the public for any reason including the facilitation of insurance claims related to the **CALLME2WORK** Services; (3) to detect, prevent or otherwise address fraud, security or technical issues; (4) to prevent or stop activity which **CALLME2WORK** or any of its Affiliates, in their sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity); or (e) it is required or necessary, in **CALLME2WORK**'s or any Affiliate's sole discretion, for insurance or other purposes related to your ability to qualify, or remain qualified, to use the **CALLME2WORK** Services. You understand that **CALLME2WORK** may retain your personal data for legal, regulatory, safety and other necessary purposes after this Agreement is terminated.

7.2 **CALLME2WORK** and its Affiliates may collect your personal data during the course of your application for, and use of, the **CALLME2WORK** Services, or may obtain information about you from third parties. Such information may be stored, processed, transferred, and accessed by **CALLME2WORK** and its Affiliates, third parties, and service providers for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market



research, and such other purposes consistent with **CALLME2WORK's** and its Affiliates' legitimate business needs. You expressly consent to such use of personal data.

8. Insurance

8.1 For transport and related specialist services, you agree to maintain during the term of this Agreement on all Vehicles operated by you 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 within the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured. You agree to provide **CALLME2WORK** and its Affiliates 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 Section 8.1 upon request. Furthermore, you must provide **CALLME2WORK** with written notice of cancellation of any insurance policy required by **CALLME2WORK**. **CALLME2WORK** shall have no right to control your selection or maintenance of your policy. You must be a named insured or individually rated **SPECIALIST**, for which a premium is charged, on the insurance policy required in this Section 8.1 at all times.

8.2 You agree to maintain during the term of this Agreement workers' compensation insurance as required by all applicable laws in the Territory. If permitted by applicable law, you may choose to insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by applicable law, you may choose not to insure yourself against industrial injuries at all, but do so at your own risk.

8.3 For transport and related specialist services, you understand and acknowledge that your personal automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage for the Specialist Services you provide pursuant to this Agreement. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not that of **CALLME2WORK**, to resolve them with your insurer(s).

8.4 **CALLME2WORK** may maintain during the term of this Agreement insurance related to your provision of Specialist Services as determined by **CALLME2WORK** in its reasonable discretion or as described in a City Addendum, provided that **CALLME2WORK** and its Affiliates are not required to provide you with any specific insurance coverage for any loss to you or your Vehicle. You are required to promptly notify **CALLME2WORK** of any accidents that occur while providing Specialist Services and to cooperate and provide all necessary information related thereto.

9. Representations and Warranties; Disclaimers

9.1 By You.

You hereby represent and warrant that: (a) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with this Agreement; and (c) you will comply with all applicable laws in your performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations



necessary to provide (i) Specialist Services using the Vehicles pursuant to this Agreement, and (ii) passenger Specialist services to third parties in the Territory generally.

9.2 Disclaimer of Warranties. **CALLME2WORK** AND ITS AFFILIATES PROVIDE, AND YOU ACCEPT, THE **CALLME2WORK** SERVICES, **SPECIALIST** APP AND THE **CALLME2WORK** DEVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. **CALLME2WORK** AND ITS AFFILIATES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ACCESS TO OR USE OF THE **CALLME2WORK** SERVICES, **SPECIALIST** APP OR THE **CALLME2WORK** DEVICES: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR SPECIALIST SERVICES. **CALLME2WORK** AND ITS AFFILIATES FUNCTION AS AN ON-DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE USERS WHO MAY REQUEST OR RECEIVE SPECIALIST SERVICES FROM YOU, AND **CALLME2WORK** AND ITS AFFILIATES DO NOT SCREEN OR OTHERWISE EVALUATE USERS. BY USING THE **CALLME2WORK** SERVICES AND **SPECIALIST** APP, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE **CALLME2WORK** SERVICES OR **SPECIALIST** APP. NOTWITHSTANDING **CALLME2WORK**'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF YOU FOR THE PURPOSE OF ACCEPTING PAYMENT FROM USERS ON YOUR BEHALF AS SET FORTH IN SECTION 4 ABOVE, **CALLME2WORK** AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF YOU, ANY USER OR OTHER THIRD PARTY.

9.3 No Service Guarantee.

CALLME2WORK AND ITS AFFILIATES DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE **CALLME2WORK** SERVICES OR **SPECIALIST** APP. YOU ACKNOWLEDGE AND AGREE THAT THE **CALLME2WORK** SERVICES OR **SPECIALIST** APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g., DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE **CALLME2WORK** SERVICES OR **SPECIALIST** APP MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND **CALLME2WORK** AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

10. Indemnification.

You shall indemnify, defend (at **CALLME2WORK**'s option) and hold harmless **CALLME2WORK** and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) your breach of your representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to your provision of Specialist Services or use of the **CALLME2WORK** Services. This indemnification provision shall not apply to your breach of any representations regarding your status as an independent contractor.

11. Limits of Liability.

CALLME2WORK AND ITS AFFILIATES SHALL NOT BE 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 INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) YOUR OR ANY THIRD PARTY'S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR **CALLME2WORK**'S OBLIGATIONS TO PAY AMOUNTS DUE TO YOU PURSUANT TO SECTION 4 ABOVE, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE APPLICABLE THERETO, IN NO EVENT SHALL THE LIABILITY OF **CALLME2WORK** OR ITS AFFILIATES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES ACTUALLY PAID TO OR DUE TO **CALLME2WORK** HEREUNDER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

12. Term and Termination

12.1 Term. This Agreement shall commence on the date accepted by you and shall continue until terminated as set forth herein.

12.2 Termination. Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior written notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, **CALLME2WORK** may terminate this Agreement or deactivate your **SPECIALIST** ID immediately, without notice, with respect to you in the event you no longer qualify, under applicable law or the standards and policies of **CALLME2WORK** and its Affiliates, to provide Specialist Services or to operate the Vehicle (for transport services), or as otherwise set forth in this Agreement.

12.3 Effect of Termination.

Upon termination of the Agreement, you shall: (a) promptly return to **CALLME2WORK** all **CALLME2WORK** Devices; and (b) immediately delete and fully remove the **SPECIALIST** App from any of Your Devices. Outstanding payment obligations and Sections 1, 2.3, 2.5.3, 4.7, 4.8, 5.3, 6, 7, 9, 10, 11, 12.3, 13, 14 and 15 shall survive the termination of this Agreement.

13. Relationship of the Parties

13.1 Except as otherwise expressly provided herein with respect to **CALLME2WORK** acting as the limited payment collection agent solely for the purpose of collecting payment from Users on your behalf, 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 **CALLME2WORK** and you; and (b) no joint venture, partnership, or agency relationship exists between **CALLME2WORK** and you.

13.2 You have no authority to bind **CALLME2WORK** or its Affiliates and you undertake not to hold yourself out as an employee, agent or authorized representative of **CALLME2WORK** or its Affiliates. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of **CALLME2WORK**, you undertake and agree to indemnify, defend (at **CALLME2WORK**'s option) and hold **CALLME2WORK** and its Affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.



14. Miscellaneous Terms

14.1 Modification. In the event **CALLME2WORK** modifies the terms and conditions of this Agreement at any time, such modifications shall be binding on you only upon your acceptance of the modified Agreement. **CALLME2WORK** reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. You hereby acknowledge and agree that, by using the **CALLME2WORK** Services, or downloading, installing or using the **SPECIALIST** App, you are bound by any future amendments and additions to information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fee Calculations. Continued use of the **CALLME2WORK** Services or **SPECIALIST** App after any such changes shall constitute your consent to such changes. Unless changes are made to the arbitration provisions herein, you acknowledge and agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration.

14.2 Supplemental Terms.

Supplemental terms may apply to your use of the **CALLME2WORK** Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time (“Supplemental Terms”). You may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.

14.3 Severability.

If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

14.4 Assignment.

Neither party shall assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party; provided that **CALLME2WORK** may assign or transfer this Agreement or any or all of its rights or obligations under this Agreement from time to time without consent: (a) to an Affiliate; or (b) to an acquirer of all or substantially all of **CALLME2WORK**'s business, equity or assets.

14.5 Entire Agreement.

This Agreement, including all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words “including” and “include” mean “including, but not limited to.” The recitals form a part of this Agreement.

14.6 No Third Party Beneficiaries.



There are no third party beneficiaries to this Agreement, except as expressly set forth in the Arbitration Provision in Section 15.3. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

14.7 Notices.

Any notice delivered by **CALLME2WORK** to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the portal available to you on the **CALLME2WORK** Services. Any notice delivered by you to **CALLME2WORK** under this Agreement will be delivered by contacting **CALLME2WORK** at <http://partners.CALLME2WORK.com> in the “Contact Us” section. Additional Territory-specific notices may be required from time to time.

15. Governing Law; Arbitration

15.1

The interpretation, construction and effect of this Agreement shall be governed by and construed in all respects in accordance with the laws of Kenya. Subject to section 15.2 the Parties hereby submit to the non-exclusive jurisdiction of the courts of Kenya. The rights and remedies of each of the Parties in connection herewith are cumulative and are not exclusive of any rights or remedies provided by law. Failure by either Party to exercise any rights under this Agreement in any one or more instances will not constitute a waiver of such rights in any other instance. Waiver by such Party of any default under this Agreement will not be deemed a waiver of any other default. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

15.2 Other than disputes regarding the intellectual property rights of the parties all other disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the **CALLME2WORK** Services shall be subject to arbitration as provided for in section 15.4 hereunder.

15.3 The Parties shall attempt to resolve any such dispute, difference or question whatsoever as herein stipulated through negotiations between the parties. _If the matter is not resolved by negotiation within thirty (30) days of the initiation of such negotiations, or if any Party declines, is unable or otherwise fails to participate in negotiations to resolve a dispute, the dispute shall be referred to an arbitrator under the applicable laws or any statutory modification or re-enactment for the time being in force. Such arbitrator to be appointed by agreement of the Parties and in the absence of agreement within fifteen (15) days of the notification of the dispute by either Party to the other then on the application of any one Party by the relevant authority and the decision of such arbitrator shall be final and binding on the Parties hereto.

15.4 The language of arbitration shall be English and the arbitration shall be held in Kenya.