

FRANCHISE AGREEMENT

THIS Franchise Agreement (the "Agreement") is made on [Insert Date] by and between Ryde My Car LLC USA (the "Franchisor") of _____ and _____ (the "Franchisee") of _____ on the basis of the following understandings:

Recitals:

- A. Franchisor, is the owner of Ryde My Car LLC USA, a transportation service company.
- B. Franchisee, desires to operate a franchise using the RYDE MY CAR brand.
- C. Franchisor agrees to grant Franchisee the right to operate a franchise under certain terms and conditions.
- D. Franchisee acknowledges the importance of adhering to Franchisor's standards and policies for the success of the franchise.
- E. Franchisee recognizes the value of Franchisor's trademarks and intellectual property.

NOW, THEREFORE, the parties agree as follows:

1. GRANT OF FRANCHISE

Franchisor hereby grants to Franchisee the non-exclusive right and license to operate a franchise under the trademark "RYDE MY CAR" (the "Trademark") at the location of _____ (the "Location") and to use the proprietary business system and methods developed by Franchisor (the "System") in accordance with the terms and conditions of this Agreement.

2. INITIAL FRANCHISE FEE

Franchisee shall pay to Franchisor an initial franchise fee of \$100,000 USD ("Initial Fee"). The Initial Fee represents compensation for the right to operate the franchise and access to Franchisor's proprietary systems, trademarks, and business methods.

The Initial Fee shall be paid in full via wire transfer to the account specified by Franchisor within _____ days of the execution of this Agreement. Franchisee acknowledges and agrees that time is of the essence with respect to the payment of the Initial Fee.

If Franchisee fails to make the payment of the Initial Fee within the specified timeframe, Franchisor reserves the right to impose a late fee or interest on the overdue amount at a rate of _____% per annum, calculated daily and compounded monthly, from the due date

until the date of payment in full. Additionally, Franchisor may, at its sole discretion, terminate this Agreement without further notice to Franchisee in the event of non-payment or persistent late payments.

Taxes: Franchisee shall be responsible for any applicable taxes, including but not limited to sales tax, value-added tax (VAT), or goods and services tax (GST), imposed on the Initial Fee or any other payments made under this Agreement.

3. ROYALTY FEES

Franchisee shall pay Franchisor a Royalty Fee equivalent to 10% of the gross sales from the franchised business. These fees are calculated monthly and must be paid within _____ days after each calendar month's end. Failure to make timely payments may incur late fees or interest. Franchisee is responsible for maintaining accurate sales records, subject to periodic audits by Franchisor. Any disputes shall be resolved through negotiation or arbitration. Franchisee must keep all royalty fee-related information confidential, unless required by law.

4. USE OF TRADEMARKS

Franchisee shall have the right to use the Trademarks solely in connection with the operation of the franchised business at the Location and in accordance with the System. Franchisee shall not use the Trademarks in any manner that is not approved by Franchisor.

5. ADHERENCE TO POLICIES

Franchisee shall adhere to all policies, procedures, standards, and specifications established by Franchisor for the operation of the franchised business. Franchisee acknowledges and agrees that it shall operate the franchised business in strict conformity with the System and all policies outlined by Franchisor.

6. FRANCHISEE'S RESPONSIBILITIES

6.1. Franchisee acknowledges and agrees that Franchisor authorizes Franchisee to onboard owners who put cars on the platform and rent cars, operating independently unless they are Ryde My Car fleets. Franchisee acknowledges that it is providing a platform for these independent owners ("Car Owners") to conduct their business.

6.2. Franchisee shall ensure that Car Owners conduct their business professionally and adhere to the following standards:

a) **Car Maintenance:** Car Owners are responsible for conducting maintenance checks on their vehicles regularly. Franchisee shall implement a system to ensure that only vehicles meeting safety inspection checks and maintenance standards are allowed on the platform.

b) **Smoking Policy:** Car Owners shall enforce a strict no-smoking policy in their vehicles. In case of violation, a cleaning fee of \$400 shall be charged to the customer.

c) **Vehicle Condition:** Car Owners must maintain the rented vehicles in their original shape and form. Any damages beyond normal wear and tear shall be the responsibility of the Car Owner.

6.3. Franchisee shall implement a rating system and reviews for Car Owners on the platform. Numerous complaints or poor ratings may disqualify Car Owners from participating in the platform.

6.4. Franchisee agrees to cooperate with Franchisor in the enforcement of these standards and the management of the platform.

7. TRAINING AND SUPPORT

Franchisor agrees to provide Franchisee with initial training and ongoing support as necessary to operate the franchise effectively. Franchisee agrees to participate in all training programs provided by Franchisor and to follow Franchisor's advice and recommendations.

8. INSPECTION AND AUDIT

Franchisor reserves the right to inspect Franchisee's premises and to audit Franchisee's books and records at any time during normal business hours to ensure compliance with this Agreement. Franchisee agrees to cooperate fully with any such inspection or audit.

9. ADVERTISING AND MARKETING

Franchisee agrees to contribute a percentage of its gross sales to a cooperative advertising fund established by Franchisor for regional or national marketing efforts. Franchisor agrees to use reasonable efforts to promote the RYDE MY CAR brand and to provide Franchisee with marketing materials and support.

10. CONFIDENTIALITY

Franchisee acknowledges that it may access confidential information, including trade secrets and proprietary data belonging to Franchisor, during and after the term of this Agreement. Franchisee agrees to maintain the confidentiality of all such information and not to disclose it to any third party without prior written consent from Franchisor. Franchisee shall implement reasonable measures to protect the confidentiality of the information and shall return or destroy all confidential materials upon termination or at Franchisor's request. These confidentiality obligations shall survive the termination or expiration of this Agreement indefinitely.

11. NON-COMPETE

During the term of this Agreement and for a period of _____ years following its expiration or termination, Franchisee and its owners, officers, directors, employees, and agents shall not, directly or indirectly, engage in or have any interest in any business that

competes with the franchised business or the System within the following Geographical Area

12. TERM

This Agreement shall commence on the Effective Date, defined as the date on which both parties have signed this Agreement, and shall continue for a period of _____ years, unless earlier terminated in accordance with the provisions herein.

13. TERMINATION

Either party may terminate this Agreement prior to the expiration of the term for cause upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within _____ days of receiving written notice thereof.

Upon termination of this Agreement, Franchisee shall immediately discontinue the use of Franchisor's trademarks, trade names, and proprietary information. Franchisee shall also return any materials provided by Franchisor under this Agreement and settle any outstanding financial obligations to Franchisor.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of _____

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

16. INDEMNIFICATION

Franchisee agrees to indemnify, defend, and hold harmless Franchisor from and against any and all claims, damages, liabilities, costs, and expenses arising out of or in connection with Franchisee's operation of the franchise, including but not limited to claims for personal injury, property damage, or infringement of third-party rights.

17. TRANSFERABILITY

Franchisee agrees not to transfer or assign this Agreement or any interest herein without the prior written consent of Franchisor. Any purported transfer or assignment in violation of this provision shall be null and void.

18. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

19. WAIVER

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision herein.

20. AMENDMENTS

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Ryde My Car LLC USA

Representative: _____

Signature: _____

[Franchisee Name]

Signature: _____