

TERMS AND CONDITION

BETWEEN

RYDE9JA 247 GLOBAL SERVICES LIMITED

AND

INDEPENDENT DRIVERS/RIDERS

1. Purpose

The purpose of this agreement is to formally establish the mutual terms, expectations, and operational framework governing the relationship between **Ryde9ja 247 Global Services Limited** (“Ryde9ja” or “the Company”) and the undersigned individual (“the Service Provider”), whether engaged as a **ride-hailing driver** or a **logistics dispatch rider** utilizing motorcycles or bicycles, in connection with the use of the Company’s proprietary technology platform (the “Platform”).

This agreement affirms that the Service Provider shall operate strictly as an independent contractor, and not as an employee, agent, partner, or legal representative of Ryde9ja. The Platform is provided solely as a digital intermediary enabling the Service Provider to access ride requests or delivery assignments from users of the Ryde9ja application.

Nothing in this MoU shall be construed to create an employment relationship, joint venture, fiduciary obligation, or agency of any kind. The Service Provider expressly acknowledges that Ryde9ja shall not be responsible for the operational, regulatory, or safety obligations associated with the Service Provider’s transportation or logistics services.

This MoU does not entitle the Service Provider to any employment-related rights, claims, or protections under labour legislation applicable to employer-employee relationships. Rather, this agreement serves as a basis for lawful cooperation under a commercial independent service arrangement.

2. Nature of Relationship

- a) This agreement affirms that the relationship between **Ryde9ja 247 Global Services Limited** (“Ryde9ja”) and the undersigned individual (“the Service Provider”) whether operating as a ride-hailing driver or logistics dispatch rider is strictly that of a technology platform provider and an independent contractor. This relationship is non-exclusive, non-employee, and non-agent in nature, and nothing herein shall be construed as creating a partnership, joint venture, agency, or employment relationship between the Parties.
- b) The Service Provider shall be solely responsible for managing their own operations, hours of engagement, and choice of routes or service areas, and nothing in this MoU shall be construed as granting Ryde9ja any operational control over how the Driver executes transport services, provided such services remain compliant with platform standards and applicable regulations.
- c) The Service Provider shall be solely responsible for managing their own equipment (vehicle, motorcycle, or bicycle), compliance with licensing and registration requirements, securing valid insurance, and remitting all applicable taxes. Ryde9ja shall bear no liability for any loss, injury, accident, claim, or damage arising from or related to the Service Provider’s operational conduct, negligence, or breach of statutory duty while using the Platform.

d) Further, the service provider is not authorised to act or speak on behalf of Ryde9ja, nor to hold themselves out as having such authority. Any such act shall be deemed unauthorised, and Ryde9ja shall not be bound by any commitments or representations made by the Driver to third parties.

3. Obligations of the Parties

Driver Obligations:

The Driver hereby undertakes and agrees to adhere to the following obligations, which constitute essential conditions for continued access to and use of the Ryde9ja platform;

- ❖ The Driver shall at all times possess and maintain valid and verifiable regulatory documentation as may be required under the laws of Lagos State, including but not limited to a current driver's licence, a Lagos State Drivers' Institute (LASDRI) card, and Lagos State Residents Registration Agency (LASRRA) identification.
- ❖ The Driver shall ensure that any vehicle used in connection with the Platform is properly registered, licensed, roadworthy, and covered by active third-party or comprehensive insurance. The vehicle must also possess all applicable regulatory approvals, including a valid Hackney Permit and Road Worthiness Certificate, where required.
- ❖ The Driver shall at all times comply with all applicable laws, regulations, and administrative directives issued by the Lagos State Government, the Ministry of Transportation, and any other competent regulatory authority governing the operation of commercial transportation services.
- ❖ The Driver agrees to undergo Ryde9ja's onboarding protocols, which may include background checks, biometric and identity verification, physical vehicle inspection, and other risk-assessment procedures deemed necessary for platform access and public safety assurance.
- ❖ The Driver shall ensure that the vehicle remains in a clean, hygienic, and safe operational condition throughout its usage on the Platform, and shall deliver all services in a manner that is professional, courteous, non-discriminatory, and consistent with Ryde9ja's service standards and community guidelines.
- ❖ The Driver shall promptly notify Ryde9ja of any incidents, traffic violations, accidents, or security-related matters occurring during the course of service delivery. Where required, the Driver shall cooperate fully with Ryde9ja, law enforcement authorities, and relevant regulatory bodies during the resolution of any investigations, enforcement actions, or claims arising therefrom.

Dispatch-Specific Obligations:

In addition to the general obligations applicable to all Drivers, any Driver engaged in dispatch (logistics) operations using bicycles or motorcycles through the Ryde9ja platform (the “Dispatcher”) shall be subject to the following specific duties and responsibilities;

- a. Regulatory Compliance:** The Dispatcher shall ensure that all motorcycles or bicycles used for logistics purposes are properly registered and fitted with appropriate number plates and reflective markings in accordance with the laws of Lagos State. Where applicable, dispatch motorcycles must possess valid Hackney Permits, courier licences, and proof of ownership documentation.
- b. Rider Certification:** Each Dispatcher shall obtain and maintain a valid rider’s permit, and where required by regulation, present proof of completion of any courier or last-mile delivery training mandated by the Lagos State Government or the Ministry of Transportation.
- c. Safety Equipment and Apparel:** Dispatchers must wear appropriate Personal Protective Equipment (PPE) at all times, including but not limited to crash-certified helmets, reflective jackets, and protective gloves. The motorcycle or bicycle must be fitted with functional lighting, mirrors, and a secure delivery box or bag.
- d. Delivery Protocols:** Dispatchers are expected to adhere strictly to agreed pickup and delivery timelines. All deliveries must be handled with due care and professionalism. Perishable, confidential, or time-sensitive items must be transported with particular attention to handling instructions provided by users.
- e. Prohibited Conduct:** Dispatchers shall not carry passengers, transport contraband, or engage in off-platform activities while logged into the Ryde9ja platform. Any deviation from assigned deliveries, including unauthorised route changes or delays, must be promptly reported.
- f. Incident Reporting:** In the event of an accident, traffic offence, lost item, or any form of harassment or threat encountered while fulfilling a delivery, the Dispatcher shall immediately notify Ryde9ja Support and, where necessary, the nearest law enforcement agency.
- g. Platform Usage:** Dispatchers shall maintain active availability on the platform during designated delivery hours, respond promptly to dispatch notifications, and use the in-app tools for communication, navigation, and proof of delivery. Misuse of the platform or failure to acknowledge delivery requests may result in sanctions.
- h. Conduct Standards:** All Dispatchers must uphold a high level of courtesy, discipline, and discretion when interacting with customers. Verbal abuse, mishandling of parcels, or failure to deliver items in good condition may result in penalties including suspension or termination.
- i. Insurance and Indemnity:** Where applicable, Dispatchers must maintain a valid third-party insurance policy covering dispatch activities. Ryde9ja shall not be liable for damage, theft, or loss of goods in transit unless such liability is expressly assumed in a separate agreement.

4. Insurance and Safety

4.1 The service provider shall, at their sole cost and responsibility, obtain and maintain at all times during the term of this MoU a valid motor vehicle insurance policy covering the use of the vehicle for commercial ride-hailing purposes. Such policy must, at a minimum, provide third-party liability coverage, and where available, comprehensive coverage, including protection against bodily injury to passengers, property damage, and other associated risks arising from the operation of the vehicle.

4.2 The insurance policy referenced in Clause 4.1 must remain current, valid, and enforceable under the laws of the Federal Republic of Nigeria and the regulations of the Lagos State Ministry of Transportation. The service provider shall, upon request by Ryde9ja, provide a copy of the insurance certificate and evidence of renewal.

4.3 The service provider acknowledges that Ryde9ja does not and shall not provide any insurance coverage for the Driver, their vehicle, motorcycle, bicycle, cargo, or passengers. Ryde9ja shall not be held liable for any personal injuries, death, property damage, loss, or third-party claims arising directly or indirectly from the Driver's operations, whether during ride-hailing or dispatch services.

4.4 The service provider agrees to fully implement and utilise all in-app emergency safety features, including the SOS functionality and any location-based or incident-reporting mechanisms made available by Ryde9ja on the Platform. The Driver further agrees to comply with all safety protocols, policies, and best practices issued by Ryde9ja from time to time, including, but not limited to, measures relating to passenger security, defensive driving, hygiene, and incident reporting.

The Dispatch rider agrees to strictly comply with Ryde9ja's safety protocols and industry best practices including, but not limited to, crash-certified helmets, reflective jackets, parcel-safe delivery boxes, and compliant courier gear (for motorcycles or bicycles).

4.5 Any failure by the service providers to maintain adequate insurance coverage or to comply with Ryde9ja's safety requirements shall constitute a material breach of this MoU and may result in the immediate suspension or permanent deactivation of the service provider's access to the Platform, without prejudice to any further legal remedies available to Ryde9ja.

5. Fees and Payment Terms

5.1 The Parties acknowledge and agree that the service providers shall be entitled to receive the total fare amount paid by riders for successfully completed trips, subject to a **15% commission** payable to Ryde9ja for use of the Platform, and further subject to any applicable government-imposed levies, taxes, or administrative deductions as may be required under law.

5.2 Ryde9ja shall be authorised to deduct the aforementioned commission and any statutory or regulatory charges at source, acting in its capacity as a limited payment collection agent on behalf of the service provider, and shall remit the net earnings due to the service provider in accordance with its internal settlement cycle and payment processing protocols.

5.3 Unless otherwise agreed in writing, all remittances to the service provider shall be effected electronically to the bank account provided during the service provider's registration process. The service provider shall bear sole responsibility for the accuracy of such account details and shall promptly notify Ryde9ja of any changes thereto.

5.4 The service provider acknowledges and agrees that Ryde9ja shall have no obligation to process or remit any fare amounts where a trip is cancelled, unfulfilled, or refunded to the passenger due to the service provider's fault, misconduct, or failure to comply with Platform standards.

5.5 Ryde9ja may, at its discretion and subject to applicable regulations, revise the commission percentage or introduce new fees, provided that reasonable prior notice is given to the service provider through in-app notifications, email, or platform-wide announcements.

5.6 The service provider further agrees to maintain an active payment channel within the Platform and consents to Ryde9ja's electronic issuance of receipts, statements, or earnings summaries for record-keeping and reporting purposes.

6. Termination

Ryde9ja or the service provider may terminate this engagement at any time with at least 7 days' notice. Ryde9ja may also suspend or deactivate a service provider's account immediately for serious violations such as misconduct, fraud, safety risks, regulatory non-compliance, or poor service ratings.

Upon termination, the service provider's access to the app will be revoked, and final earnings (less applicable deductions) will be settled. Termination does not waive any prior obligations or legal rights.

7. Confidentiality

7.1 The service provider undertakes that they shall treat as strictly confidential and shall not, without the prior written consent of Ryde9ja, directly or indirectly disclose, publish, or use for any purpose other than as permitted under this Memorandum of Understanding, any non-public, proprietary, technical, commercial, or operational information relating to Ryde9ja, its users, partners, technology, pricing structures, business operations, or any other information expressly designated or reasonably understood to be confidential ("Confidential Information").

7.2 The obligation of confidentiality shall extend to all information obtained by the service provider in the course of their use of the Platform, including but not limited to user data, fare information, routing details, security protocols, communication logs, feedback systems, and support communications.

7.3 The obligation to maintain confidentiality shall survive the termination or expiration of this MoU and shall remain in effect for a period of **two (2) years** thereafter, or for such longer period as may be required by applicable data protection or privacy legislation.

8. Dispute Resolution

8.1 The Parties agree that in the event of any dispute, grievance, or complaint arising out of or in connection with this Memorandum of Understanding or the use of the Ryde9ja platform (a “Dispute”), such Dispute shall be referred in the first instance to Ryde9ja’s internal complaints and resolution unit, which shall attempt to resolve the matter amicably within seven (7) working days.

8.2 Where the Dispute is not resolved internally, the Parties shall consider submitting the matter to mediation at the Lagos Multi-Door Courthouse (LMDC) or any other mutually agreed mediation centre. The cost of mediation shall be borne equally by both Parties, unless otherwise agreed.

9. Miscellaneous

9.1 Non-Exclusivity

Nothing in this Memorandum of Understanding shall be construed to create an exclusive relationship between the Parties. The Driver shall be at liberty to engage with other ride-hailing or logistics platforms, provided that such engagement does not create a conflict of interest, interfere with the Driver’s obligations under this MoU, or result in the misuse or unauthorised disclosure of Ryde9ja’s confidential or proprietary information.

9.2 Governing Law

This MoU shall be governed by, and construed in accordance with, the laws of the Federal Republic of Nigeria, with specific reference to the applicable laws of Lagos State. The Parties agree to submit to the jurisdiction of the appropriate courts or tribunals of Lagos State for any matters arising under or connected to this MoU, subject to the dispute resolution procedures set forth in Clause 8.

9.3 Notices

All notices or communications under this MoU shall be deemed duly given if delivered in writing via:

(a) electronic mail to the email addresses provided by the Parties during registration or as updated from time to time; or

(b) personal delivery or courier to the last known physical address of the recipient.

Electronic notices shall be deemed received upon successful transmission, unless the sender receives a bounce-back or delivery failure message.

9.4 Entire Understanding

This MoU constitutes the entire understanding between the Parties with respect to the subject

matter herein and supersedes all prior discussions, communications, or agreements, whether oral or written.

9.5 No Waiver

The failure of either Party to enforce any of its rights under this MoU at any time shall not constitute a waiver of such rights or any other rights in the future.

9.6 Severability

If any provision of this MoU is determined to be invalid, unlawful, or unenforceable, such provision shall be severed from the MoU, and the remaining provisions shall continue in full force and effect.

10. Acceptance

By clicking "I Accept", you confirm that you've read and understood the Driver Terms and Conditions.