AUTO GO FRANCHISE AGREEMENT

Franchise, Territory, Technology, Brand & Marketplace Operations Agreement

Franchise package:	AutoGo Regional / Multi-County Franchise
Initial franchise fee:	KSh 1,500,000
Annual renewal fee:	KSh 250,000
Franchise commission:	5% of eligible AutoGo Commission
Territory:	
Franchisee:	
Franchisee email:	
Franchisee telephone:	
Application reference:	
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> *The franchise packages, fees and commercial terms in this document are proposed AutoGo commercial terms and may be changed by AutoGo. Approval is subject to territory availability, due diligence and execution of a final franchise agreement. The final agreement should be reviewed by appropriately qualified Kenyan legal counsel before execution.*

1. PARTIES

This Agreement is made between:

AutoGo legal name: _____

Company registration number: _____

Registered address: _____

Email: _____

Telephone: _____

(the "Franchisor" or "AutoGo") and:

Franchisee legal name: _____

ID / passport number: _____

Company registration number: _____

Physical address: _____

Email: _____

Telephone: _____

(the "Franchisee"), each a "Party" and together the "Parties".

2. DEFINITIONS

- "AutoGo" means the Franchisor identified in Section 1, operator of the AutoGo mobility marketplace.
- "Franchisee" means the party identified in Section 1 granted rights under this Agreement.
- "Territory" means the geographic area described in Section 4.
- "Approved Territory" means a Territory expressly approved in writing by AutoGo and recorded in this Agreement.
- "CarHost" means an independent vehicle owner or operator who lists a Vehicle on the AutoGo Platform. AutoGo does not own the Vehicles listed on the AutoGo Platform.
- "Customer" means a person or organisation that books a Vehicle or service through the AutoGo Platform.
- "Vehicle" means a motor vehicle supplied by a verified CarHost and listed on the AutoGo Platform.
- "Franchise Portal" means the AutoGo-provided web interface through which the Franchisee manages its Approved Territory.
- "AutoGo Platform" means AutoGo's websites, applications, APIs, databases and supporting technology.
- "Booking" means a confirmed reservation of a Vehicle or service made through the AutoGo Platform.
- "Gross Booking Value" means the total amount payable by the Customer for a Booking, before deductions.
- "AutoGo Commission" means the commission retained by AutoGo from Gross Booking Value under its published commission structure.
- "Franchise Commission" means the share of eligible AutoGo Commission payable to the Franchisee under this Agreement.
- "Confidential Information" means non-public information disclosed by either Party, including the categories listed in Section 17.

- "Intellectual Property" means all trademarks, brand assets, software, source code, databases, designs, content and other proprietary rights owned or licensed by AutoGo.

3. GRANT OF FRANCHISE

AutoGo grants the Franchisee a limited, revocable, non-transferable right, for the term of this Agreement, to operate an authorised AutoGo franchise within the Approved Territory: to recruit and support CarHosts, to develop Customer demand, to use the Franchise Portal, and to use AutoGo branding strictly for authorised franchise operations.

The Franchisee receives only the rights expressly granted in this Agreement. No rights are granted by implication.

This franchise does not transfer ownership of AutoGo, its software, trademarks, databases, Customer data, CarHost data or any other Intellectual Property. All such rights remain vested in AutoGo.

4. TERRITORY

County: _____

City / Metro: _____

Region: _____

Start date: _____

End date: _____

Exclusivity status: Non-exclusive unless expressly granted in writing

> *Territory is not automatically exclusive merely because the fee has been paid. Exclusivity must be expressly granted in writing by AutoGo and remain conditional on performance.*

Territory performance: AutoGo may review, reduce or withdraw any exclusivity, and may review the Territory itself, where the minimum performance obligations in Section 21 are not met, subject to the notice and cure provisions of this Agreement.

5. FRANCHISE FEES

Proposed AutoGo franchise packages:

Package	Initial fee	Annual renewal	Commission
AutoGo County Franchise	KSh 400,000	KSh 100,000	5%
AutoGo City / Metro Franchise	KSh 750,000	KSh 150,000	5%
AutoGo Regional / Multi-County Franchise	KSh 1,500,000	KSh 250,000	5%

Package selected by the Franchisee: AutoGo Regional / Multi-County Franchise. Initial franchise fee KSh 1,500,000; annual renewal / platform fee KSh 250,000; Franchise Commission 5% of eligible AutoGo Commission generated through the Approved Territory.

Amount payable:	KSh 1,500,000
Payment deadline:	
Payment method:	
Taxes (where applicable):	
Renewal fee:	KSh 250,000 per year
Other approved fees:	

> *All fees, commissions and territory descriptions published here are proposed terms. They are indicative only, do not constitute an offer, and are subject to due diligence, approval and the final executed Franchise Agreement.*

6. PAYMENT & REVENUE SHARING

- Customer payment flow: Customers pay through AutoGo's platform payment channels. Funds are received and reconciled centrally by AutoGo.
- AutoGo Commission: AutoGo retains its commission from Gross Booking Value in accordance with its published commission structure.
- Franchise Commission: the Franchisee earns the agreed percentage of eligible AutoGo Commission generated through the Approved Territory.
- CarHost earnings: the CarHost receives the balance of the Gross Booking Value after AutoGo Commission, applicable taxes and any agreed deductions.
- Refunds: amounts refunded to Customers are reversed proportionately from commissions already accrued or paid.
- Chargebacks: chargebacks, disputed payments and fraud losses are deducted from the responsible Party's settlements in accordance with AutoGo policy and applicable law.
- Taxes: each Party is responsible for its own tax obligations, including VAT, withholding tax and income tax as applicable in Kenya.
- Payment processing charges: third-party processing and mobile-money charges are deducted before commission calculation unless otherwise agreed in writing.
- Settlement timing: Franchise Commission is settled on AutoGo's published settlement cycle for the Approved Territory.
- Reconciliation: AutoGo provides commission statements through the Franchise Portal. Disputes must be raised within the period stated in the statement.

AutoGo retains control of platform-level payment processing. The Franchisee must not collect Customer booking payments outside the AutoGo Platform unless expressly approved in writing by AutoGo.

7. CARHOST RECRUITMENT

The Franchisee may recruit CarHosts within the Approved Territory and support them through onboarding.

- Every CarHost must meet AutoGo's verification requirements before any Vehicle is listed.
- AutoGo may reject, suspend or remove any CarHost at its discretion, acting reasonably.
- The Franchisee must not approve, submit or endorse fraudulent, altered or incomplete documentation.

- Vehicles must satisfy AutoGo's vehicle requirements and applicable Kenyan legal requirements.
- The Franchisee must not misrepresent vehicle ownership, condition, availability or specification.

8. VEHICLE VERIFICATION

The Franchisee must ensure appropriate verification of:

- Vehicle registration / logbook
- Valid insurance covering the intended use
- Vehicle condition and roadworthiness
- Owner identity and right to list the Vehicle
- Required licences and permits
- Any other legally required documents

The Franchisee must not falsify, modify, manufacture or assist in the submission of false vehicle documents. Any such conduct is a material breach.

9. CUSTOMER VERIFICATION

The Franchisee must support AutoGo's Customer verification requirements, including:

- Identity verification
- Driving licence verification, including smart driving licence checks where applicable
- Age and eligibility checks
- Payment verification
- Additional KYC checks where required by AutoGo or by law

10. AUTOGO TECHNOLOGY

AutoGo provides the Franchisee with access to the AutoGo Platform and the Franchise Portal subject to availability, security controls, scheduled and emergency maintenance, acceptable use, and the Franchisee's subscription and renewal status being current.

The Franchisee must not copy, reverse engineer, decompile, resell, sublicense, rent, modify or create derivative works of AutoGo software, APIs or databases without AutoGo's prior written permission.

11. BRAND & INTELLECTUAL PROPERTY

AutoGo owns or licenses all rights in the following, and nothing in this Agreement transfers ownership of them:

- The AutoGo logo and brand marks
- The AutoGo brand name
- The AutoGo website
- The AutoGo mobile application
- Marketing materials

- Domain names
- Official social media accounts
- Software and source code
- Databases, including Customer and CarHost records
- Content, imagery and copy

The Franchisee receives a limited, revocable, non-exclusive licence to use AutoGo branding solely for authorised franchise operations within the Approved Territory, in accordance with AutoGo brand guidelines.

12. MARKETING

The Franchisee must comply with AutoGo brand guidelines and obtain approval for material campaigns using AutoGo branding.

The Franchisee must not publish misleading claims, including statements such as "We own AutoGo" or "We are AutoGo's parent company", or any other statement suggesting ownership or control of AutoGo. Public marketing must accurately describe AutoGo as a marketplace offering vehicles from verified CarHosts.

13. TRAINING

- Initial onboarding
- Franchise Portal training
- KYC and verification training
- Customer service training
- Sales training
- Vehicle verification training
- Brand training
- Compliance training

14. FRANCHISEE RESPONSIBILITIES

- Local business development within the Approved Territory
- CarHost acquisition and retention
- Customer acquisition
- First-line customer support
- Local marketing in line with brand guidelines
- Compliance with law, AutoGo policies and this Agreement
- Accurate data entry and record keeping
- Fraud prevention and escalation
- Brand protection
- Timely operational and financial reporting

15. AUTOGO RESPONSIBILITIES

- Provision of the AutoGo Platform and Franchise Portal
- Technical support in accordance with the support tier of the selected package
- Core marketplace infrastructure
- Platform security and access controls
- Approved marketing support
- Training as described in Section 13
- Central booking and payment infrastructure
- Platform-level dispute support

16. DATA PROTECTION & PRIVACY

Each Party must comply with applicable Kenyan data-protection law, including the Data Protection Act, and with AutoGo's privacy policy and data-handling instructions.

- Customer data must be processed only for authorised franchise operations
- CarHost data must be handled with the same protections
- ID documents must be stored only in AutoGo-approved systems
- Driving licences must not be copied to personal devices or unapproved storage
- Vehicle documents must be uploaded to the AutoGo Platform, not retained locally
- Photos of persons or documents must be handled as personal data
- Payment information must never be stored by the Franchisee
- Access controls: least privilege, unique accounts, no shared logins
- Data retention follows AutoGo policy and applicable law
- Security incidents must be reported to AutoGo without undue delay

The Franchisee must not sell, rent, export or otherwise misuse AutoGo Customer or CarHost data.

17. CONFIDENTIALITY

Each Party must protect the other's Confidential Information, including:

- Pricing and commercial models
- Technology and architecture
- Customer data
- CarHost data
- Business plans
- Source code
- Commercial terms of this Agreement
- Analytics and performance data

Confidentiality obligations survive termination of this Agreement.

18. COMPLIANCE

The Franchisee must comply with all applicable Kenyan laws and regulations relevant to its activities, including in relation to:

- Consumer protection
- Data protection
- Tax
- Transport and vehicle requirements
- Anti-fraud
- Anti-bribery and anti-corruption
- Advertising standards
- Employment
- Licensing and permits

19. PROHIBITED ACTIVITIES

The Franchisee must not:

- Create fraudulent or artificial Bookings
- Manipulate commissions or commission attribution
- Upload fake, altered or borrowed documents
- Circumvent AutoGo payment systems
- Misuse Customer or CarHost data
- Misrepresent AutoGo, its ownership or its services
- Sell access to the AutoGo Platform without written permission
- Sub-franchise without AutoGo's written approval
- Use AutoGo branding after termination

20. AUDIT RIGHTS

AutoGo may, on reasonable notice and during business hours, audit the Franchisee's franchise operations, records, documentation and compliance with this Agreement, including verification records and marketing materials. Where an audit reveals material non-compliance, AutoGo may recover the reasonable cost of the audit.

21. PERFORMANCE REQUIREMENTS

The following targets apply to the Approved Territory and may be configured per agreement:

Minimum active CarHosts: _____

Minimum verified vehicles: _____

Minimum monthly bookings: _____

Customer-service standards: _____

Marketing obligations: _____

22. SUSPENSION

AutoGo may suspend Franchise Portal access and franchise operations where there is:

- Fraud or suspected fraud
- A security risk to the AutoGo Platform or its users
- Serious or repeated customer complaints
- Payment abuse
- Fake or falsified documentation
- Brand misuse
- Material breach of this Agreement

23. TERMINATION

Either Party may terminate in accordance with this Agreement. Grounds for termination by AutoGo include:

- Material breach
- Fraud
- Insolvency or inability to pay debts
- Non-payment of fees
- Repeated failure to meet performance requirements
- Serious reputational damage to AutoGo
- Unauthorised sub-franchising
- Data misuse
- Illegal conduct

Where a breach is capable of remedy, AutoGo will give written notice and a reasonable cure period before termination. AutoGo may suspend or terminate immediately for fraud, illegality, data misuse or serious risk to users, to the extent permitted by law.

24. POST-TERMINATION

- Franchise Portal access ends immediately
- The brand licence ends and all use of AutoGo branding must cease
- AutoGo materials must be returned or securely destroyed
- Confidentiality obligations continue
- Outstanding payments must be settled
- Customer and CarHost data must be handled according to applicable law and AutoGo instructions
- The Franchisee must stop representing itself as an AutoGo franchisee in any medium

25. DISPUTE RESOLUTION

- Stage 1 — operational discussion between the responsible managers
- Stage 2 — escalation to senior management of both Parties
- Stage 3 — mediation where appropriate
- Stage 4 — arbitration or court proceedings as specified in the final executed agreement

> *This document is a draft prepared for discussion. The final governing law, territorial rights, renewal, termination, liability, tax and dispute-resolution wording must be reviewed by appropriately qualified Kenyan legal counsel before execution.*

26. LIMITATION OF LIABILITY

Subject to applicable law, neither Party is liable for indirect, incidental or consequential loss, or for loss of profit, revenue or anticipated savings. Each Party's aggregate liability under this Agreement is limited to a commercially reasonable cap to be confirmed in the final executed agreement. Nothing limits liability that cannot lawfully be limited, including for fraud, death or personal injury caused by negligence.

27. INDEMNIFICATION

Each Party indemnifies the other against losses, claims and reasonable costs arising from its own breach of this Agreement, negligence, fraud or unlawful conduct, subject to applicable law and to the indemnified Party mitigating its loss and providing prompt notice of any claim.

28. FORCE MAJEURE

Neither Party is liable for failure or delay in performance caused by events beyond its reasonable control, including natural disaster, war, civil unrest, epidemic, government action, or failure of public telecommunications or power networks. The affected Party must notify the other promptly and use reasonable efforts to resume performance.

29. NON-ASSIGNMENT

The Franchisee may not assign, transfer, charge or otherwise dispose of this Agreement or the franchise, in whole or in part, to any person or company without AutoGo's prior written approval. A change of control of the Franchisee is treated as an assignment.

30. ENTIRE AGREEMENT

This Agreement, together with its schedules and the AutoGo policies referred to in it, constitutes the entire agreement between the Parties and supersedes all prior discussions, proposals and representations. Any amendment must be in writing and signed by authorised representatives of both Parties.

31. SIGNATURES

FOR AUTOGO

Name: _____

Title: _____

Signature: _____

Date: _____

Witness name: _____

Witness signature: _____

FOR FRANCHISEE

Name: _____

Title: _____

Signature: _____

Date: _____

Witness name: _____

Witness signature: _____

SCHEDULE A — AUTOGO REFERRAL PARTNER (NOT A FRANCHISE)

AutoGo Referral Partner — joining fee KSh 0.

Referral Partners may refer:

- Customers
- CarHosts
- Corporate clients
- Hotels
- Travel agencies

Referral commission is paid according to AutoGo's approved referral schedule, as published from time to time.

> *A Referral Partner is not an AutoGo franchisee and does not receive territorial rights, authority to operate an AutoGo franchise portal, or rights to represent itself as an AutoGo franchise.*

SCHEDULE B — MARKETPLACE STATEMENT

AutoGo operates a mobility marketplace. Vehicles offered through the AutoGo Platform are supplied by verified CarHosts. AutoGo does not represent that it owns the vehicles listed on the platform, and the Franchisee must not make any such representation.