



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into on this _____ day of _____, 2023

BETWEEN

Mobility NG referred to as the “Company” having its principal address at No. 26b Abike Suleiman Street, Lekki Phase 1, Lagos

AND

_____ referred to as the “Owner” having his address at _____ and to be collectively referred to as “the Parties.”

WHEREAS

1. The Parties are interested in working together in connection with the purpose set out in this agreement.
2. In pursuant to this agreement, the parties have agreed to carry out their obligations subject to the terms and conditions of this Memorandum of Understanding.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. PURPOSE AND SCOPE.

- a. The Parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated binding agreement related to the use of vehicle provided to the Company by the Owner
- b. This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to the use of vehicle provided to the Company by the Owner.

2. GENERAL OBLIGATION OF PARTIES

The parties agree to do the following:

- a. Act in utmost good faith and using their best endeavours to ensure the performance of their obligation.
- b. The Owner shall solely be responsible for the repair and maintenance of the car whenever the need so arises for the purpose of this partnership.
- c. The Owner shall bear full responsibility for driver’s attitude, conduct and his duty of care towards the vehicle, occupants, and other road users during the pendency of the partnership.
- d. For any cancelled job from the occupant due to an unforeseen circumstance, the Owner shall be entitled to payment for the hours used by the occupant only. However, in the event of no cancellation, the full day payment applies.
- e. The Owner shall be responsible for the driver in monitoring the road worthiness of the vehicle documents and proper handling of the vehicle.
- f. The Owner shall be responsible for the driver if he breaches his duty to obey relevant traffic laws which includes but not limited to; driving under the influence of drugs or alcohol, following one way by driving on the wrong side and portion of the road.

- g. The Parties shall do all such things that are ancillary or incidental to their obligations, duties, responsibilities as specified in this Agreement, and which is deemed necessary for the effectiveness of the partnership.
- h. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of the MOU.
- i. It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- j. This MOU is not intended to create any rights, benefits and/or trust responsibilities by or between the Parties.

3. TERM

This MOU shall commence upon the Effective Date, as stated above, and will continue until terminated by an agreement of the parties

4. TERMINATION

This Agreement may be terminated at any time by either Party upon 10 days' notice to the other party if one or more of the following occurs;

- a. If any event whether financial or otherwise has arisen which, in the party's opinion has rendered the partnership impracticable.
- b. If any party is dissatisfied with the performance of the obligation of the other party under this MOU, and it is proved that the other party is responsible for the dissatisfaction and the dissatisfied party shall be entitled to recover the expenses incurred as at the date of the termination.

5. REPRESENTATIONS AND WARRANTIES

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

6. INDEMNITY

The Owner agrees to indemnify and hold harmless Mobility NG, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the Owner, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and in effect even after termination of the Agreement by its natural termination or the early termination by either party

7. LIMITATION OF LIABILITY

Under no circumstances shall Mobility NG or its affiliates be liable for any indirect, incidental, or consequential damages/loss in connection with any illegal act, breach or negligence with the vehicle during the pendency of the partnership.

8. PAYMENT

Work performed under this MOU shall be paid by the Company immediately after the service has been rendered to the client with satisfaction. Payment will be made into a nominated account by the owner. Note that the Company reserves the right to settle bills on behalf of the Owner and thereafter claim the total sum from the owner.

9. SEVERABILITY

In the event any provision of this MOU is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the MOU and all other provisions should continue in full force and effect as valid and enforceable.

10. WAIVER

The failure by either party to exercise any right, power or privilege under the terms of this MOU will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

11. GOVERNING LAW AND JURISDICTION

This MOU, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of Lagos State where both Parties do business.

12. ENTIRE AGREEMENT

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

IN WITNESS WHEREOF the Parties have executed this MOU this day and year first written above.

Mobility NG

Company Name

For Mobility NG (Signature)

Owner's Signature

Date