

AGREEMENT FOR THE LEASE OF VEHICLE WITH DRIVER

Between the undersigned to wit: (i) On the one hand, the person registered, user and identified in the DiDi Express- User Lessor application (hereinafter the "User Lessor" or "Lessor") and (ii) On the other hand, the person registered, user and identified in the DiDi Express-User Lessee application (hereinafter the "User Lessee" or "Lessee") and together with the User Lessor (the "Parties"), have decided to enter into this private Agreement for the lease of a vehicle with driver (the "Agreement"), subject to the following:

CONSIDERATIONS

(i) That the Lessor declares that it is the owner of and/or has sufficient rights under the law to rent a vehicle registered in the DiDi Express application - Lessor User (the "Vehicle");

(ii) That, the Lessee is a natural person who is authorized to circulate in accordance with the regulations in force and intends to Agreement the use, enjoyment and possession of the Vehicle for a determined period of time for its mobility use and/or enjoyment and/or possession and/or disposition, within the framework of a vehicle lease Agreement with driver;

(iii) That, the Lessor shall grant the use, enjoyment, possession and disposition of the Vehicle to the Lessee, in accordance with its will and without any limitation, other than those of the present Agreement and the others validly and legally agreed upon by the Parties.

In view of the foregoing considerations, the Parties have decided to enter into this Vehicle with Driver Lease Agreement, which shall be governed by the following

CLAUSES

FIRST: PURPOSE. The Lessor gives to the Lessee the use, enjoyment and possession of the Vehicle without any kind of disturbance, on a temporary basis and under the terms and conditions contained in this Agreement, which may be modified by mutual agreement and under the operational needs of the Lessee.

SECOND: PRICE AND FORM OF PAYMENT. The Lessee shall pay to the Lessor the agreed price for the use, enjoyment and possession of the Vehicle under the terms of this Agreement, together with all the specifications thereof, including a driver to guarantee its effective use and enjoyment for Lessor's purposes ("Price"). The Price shall be undetermined but determinable, based on objective factors such as (the characteristics of the Vehicle, the time of use and enjoyment by Lessor and such other characteristics and additional factors as may be agreed upon by the Parties) based on the algorithm of DiDi's application, which the Parties have chosen to use for the determination of the Price and Form of Payment.

The Price shall be paid by the Lessee User to the Lessor User by means of bank transaction and/or transfer to the account indicated by the Lessor or in cash. The referred payments by means of transactions

may be made through technological third parties chosen by the Parties for such effects and on the dates in which the mentioned third parties make their dispersion of collected payments.

THIRD: DELIVERY AND OPERATIVE CONTROL. The Lessor User shall make the material delivery of the Vehicle so that the Lessee User may exercise operational control over it as agreed by the Parties, according to the needs of the Lessee User for its effective use and enjoyment. The Vehicle shall be returned to the Lessor User by the Lessee User in the same condition in which it was received, except for natural wear and tear.

FOURTH. DRIVER SERVICE. In addition to the delivery of the Vehicle, the Parties agree that the lease of the Vehicle shall include a driver to be provided by the Lessor User, in favor of the Lessee User, who must have the knowledge, experience and legal documents necessary to drive the Vehicle. The driver will receive instructions only from the Lessee User who will be the only one in control of the operation and displacement of the Vehicle. In these circumstances, the presence of the driver in the lease Agreement does not even slightly diminish the disposition derived from the possession of the property by the Lessee User.

FIFTH. OBLIGATIONS OF THE LESSEE USER. Without prejudice to the other obligations assumed in this Agreement, the Lessee User undertakes to: (i) pay the Price agreed between the Parties; (ii) provide all the information and documentation necessary to carry out this Agreement; (iii) maintain the Vehicle in good condition and return it at the agreed time and place; (vi) not use the Vehicle for undue or illicit acts, nor for the transportation of dangerous, flammable, smuggled or illegally sourced goods; (v) to comply with the law, its regulations and the corresponding permits for the execution of this Agreement, including but not limited to those related to regulations that may limit the circulation of persons and (vi) the others contained in this Agreement.

SIXTH. OBLIGATIONS OF THE LESSOR USER. Without prejudice to the other obligations assumed in this Agreement, the Lessor undertakes to: (i) deliver the Vehicle to the Lessor User in good conditions of use and with all the necessary documents for the use, enjoyment and temporary possession of the Lessor User in accordance with the provisions of this Agreement, including a driver for its effective use; (ii) guarantee that the Vehicle and the driver have all the permits required by the competent authority and by law including, among others, the Compulsory Insurance (SOAT), ownership card, technical-mechanical and gas emission review; (iii) guarantee that the Vehicle is in good standing in all respects; (iv) not disturb the use and enjoyment of the Vehicle, for which it shall give full operational control over the use of the same and ensure that the driver provided does so; (v) to comply with the law, its regulations and the corresponding permits for the execution of this Agreement, including but not limited to those related to emergency regulations; (vi) not to affect even slightly the disposition derived from the possession of the property by the Lessee User; and (vii) to comply with all the other provisions of this Agreement.

SEVENTH. TERM. The Parties agree that this Agreement shall have a term in accordance with the initial calculation according to the effective use and enjoyment that the Lessee User estimates to make of the Vehicle, for which the Parties already agree that the definitive term shall be the one indicated by the traceability mechanisms that they decide to use for the execution of this Agreement.

EIGHTH. TERMINATION. The Agreement shall be terminated for the following reasons: (i) By unilateral decision of any of the Parties, giving prior written or verbal notice immediately to the other Party. In case of early termination, the Lessee User shall pay the Lessor User the outstanding and executed values according to the traceability mechanism chosen by the Parties; (ii) By the expiration of the time stipulated for the duration of the lease, including its modification according to this Agreement; (iii) When the Vehicle is returned at the time and place agreed under this Agreement; (iv) By a judge's sentence; (v) When an accident occurs with the Vehicle; (vi) By improper use or misuse of the Vehicle; (vii) By detention of the Vehicle by a competent authority; or (ix) By early termination in accordance with the cancellation policies duly informed and/or agreed.

NINTH. INDEPENDENCE AND LABOR EXCLUSION. This Agreement is a lease agreement under the terms of the Colombian Code of Commerce and Civil Code and, consequently, the Parties agree that in no case shall any obligations and/or rights of any other legal business be assigned to the Agreement. The Parties acknowledge that they act independently, with technical and administrative autonomy and, consequently, without any labor or subordination relationship between the Parties.

TENTH. LIABILITY. The Parties agree that in matters of liability, the legal provisions regarding vehicle rental with driver services shall apply. Notwithstanding the foregoing, the Lessor User shall not be liable for the loss of personal objects deposited or kept in the Vehicle by the Lessee User and for actions or omissions of the Lessee User, nor for acts contrary to the law or provisions of any ordinance performed by Lessor with the Vehicle.

ELEVENTH: ACCEPTANCE OF THE Agreement AND MODIFICATION THROUGH TRACEABILITY MECHANISMS. The Parties expressly agree that the Terms and Conditions of the DiDi Express application in its modalities Lessor User and Lessee User and/or equivalents, as well as the information related to the leased vehicle are annexed to this Agreement, excluding any other different functionality available in that application, such as the Taxi modality, delivery and/or any other available that does not refer or relate to the intermediation and contacting of the parties for the execution of this Vehicle with Driver Lease Agreement. In this sense, by accepting such Terms and Conditions in the mechanisms provided therein, the Parties expressly and irrevocably accept and subscribe to this Agreement, being understood as subscribed. Likewise, the parties acknowledge that the assistance tools available in the application, such as geolocation assistance, security assistance tools, rate calculation and estimated lease time, suggested route, or any other available technological tool or functionality, among others, in no way limit, not even slightly, the disposition derived from the possession of the property by the Lessee User, who has the use, enjoyment, disposition and full operational autonomy of the leased vehicle during the term of the Agreement. The terms and conditions of the Agreement have been freely agreed upon by the Parties, and the Lessee User may make changes or adjustments through the traceability mechanisms used by the Parties for the execution of the business, in this case the DiDi application. Finally, the date of signature of the Agreement shall be the date on which the present Agreement is accepted and/or the Agreement is entered into using the DiDi application.

