

JAPPii.COM

Jappii LLC

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JAPPii LLC VEHICLE PARTNERSHIP AGREEMENT

This Vehicle Partnership Agreement ("Agreement") is entered into as of the Effective Date by and between JAPPii LLC, a Texas limited liability company with a principal place of business in Dallas, Texas ("JAPPii"), and the undersigned vehicle owner or representative ("Partner").

1. Purpose

This Agreement outlines the terms under which the Partner will make their vehicle(s) available for rental on JAPPii's platform and the respective responsibilities of both parties.

2. Vehicle Ownership and Responsibilities

2.1. Ownership & Financial Responsibilities

- The Partner retains ownership of the vehicle unless otherwise co-owned with JAPPii.
- For co-owned vehicles where the partner is a previous owner, the partner must add JAPPii LLC as the lienholder on the title within 10 days of signing the agreement.
- For vehicles solely owned by the partner (non-co-owned), the Partner is solely responsible for:
 - Mechanical maintenance and repairs
 - Vehicle financing payments (if applicable)
 - Registration and licensing fees (unless otherwise agreed)

2.2. Vehicle Condition & Inspection

- Any vehicle brought onto the JAPPii platform by a Partner is assumed to be in good mechanical condition, safe to operate, and ready for rental use.
- The Partner must disclose any known mechanical, cosmetic, electrical, structural, or operational issues prior to onboarding the vehicle onto the platform.

- All Partner vehicles are subject to an inspection by a certified mechanic approved or selected by JAPPII. Inspection costs shall be the sole responsibility of the Partner.
- JAPPII reserves the right to deny, suspend, or remove any vehicle from the platform if the vehicle fails inspection standards or is later determined to be unsafe, unreliable, or unsuitable for rental operations.

2.3. Repairs & Maintenance Assistance

- If JAPPII assists a Partner in locating, purchasing, recommending, or preparing a vehicle for use on the platform, JAPPII may, at its sole discretion, assist with repairs, maintenance, inspections, or other services required to place or maintain the vehicle in rentable condition. The Partner is solely responsible for mechanical maintenance and repair costs
- Any repair, maintenance, towing, storage, inspection, diagnostic, or service costs advanced or paid by JAPPII shall remain the sole financial responsibility of the Partner and must be repaid in full.
- During any repayment period for repair or maintenance balances, JAPPII shall continue to retain its standard thirty-five percent (35%) management fee or commission unless otherwise agreed in writing.
- If a vehicle repaired or maintained through JAPPII is later determined to be a poor-performing, unsafe, unreliable, or otherwise unsuitable vehicle for continued operations, JAPPII may remove the vehicle from the platform at its sole discretion.
- Removal of a vehicle from the platform does not release the Partner from responsibility for any outstanding balances owed to JAPPII for repairs, maintenance, inspections, storage, towing, or related services.

2.4. Right to Retain Vehicle for Outstanding Balances

- The Partner agrees that JAPPII may retain possession of the vehicle for unpaid balances relating to repairs, maintenance, storage, towing, inspections, detailing, diagnostics, or any other vehicle-related expenses advanced by JAPPII.
- Vehicles left in JAPPII's possession for more than ninety (90) days after notice requesting payment or pickup may be considered abandoned and may be transferred to an impound lot, storage facility, or third-party location at the Partner's sole expense and without liability to JAPPII.
- JAPPII shall not be responsible for storage fees, impound fees, damages, loss of value, or any other costs incurred after the vehicle has been transferred from JAPPII's possession.
- The Partner acknowledges and agrees that JAPPII shall have the right to hold the vehicle until all outstanding balances owed by the Partner are fully satisfied.

3. JAPPii's Role and Compensation

3.1. Services Provided by JAPPii

- Storage of the vehicle (if Partner chooses full JAPPii service)
- Cleaning and maintenance coordination
- Facilitating rentals and customer communication
- Optional business insurance coverage is available: \$69 for liability-only or \$110 for full coverage. This may change.

3.2. Commission & Fees

- JAPPii retains a 35% commission on each rental for vehicles under our full management service.
- JAPPii retains a 15% commission on each rental for vehicles listed on our platform but managed directly by the owner. In these cases, the owner is responsible for preparing the vehicle for the guest in accordance with JAPPii's quality standards.
- JAPPii retains a 15% commission on each rental for services provided to co-owned vehicles. The remaining profit of 85% is then split 50/50 between JAPPii and its co-owner partner.
- Vehicles under JAPPii's possession are subject to a \$50 monthly car wash fee. This fee is charged on the date of vehicle intake and subsequently on the 1st of each month. Additional cleaning costs may apply.
- Partners receive no share of delivery fees unless they perform the delivery themselves.

4. Insurance and Liability

4.1. Business Insurance

- Optional Commercial Auto Insurance coverage is available at \$69 for liability-only or \$110 for full coverage (rates subject to change).
- If a Partner uses Jappii's insurance policy, the Partner is 100% responsible for any deductibles or uncovered damages for non-co-owned vehicles.
- For co-owned vehicles, any costs or deductibles are shared equally between Jappii and the Partner, based on the agreed co-ownership percentage

4.2. Liability Waiver

JAPPii shall not be liable for:

- Any mechanical issues
- Loss of value due to wear and tear
- Traffic citations or towing while the vehicle is under the Partner's care.

5. Termination

- JAPPii may terminate this Agreement at any time for any reason, with or without notice, and without penalty.

- The Partner may terminate by providing written notice, subject to any pending rentals or fees owed.

6. Joint Vehicle Ownership Terms (if applicable)

6.1. Co-Ownership Arrangement

- If a vehicle is co-purchased, the title will list both JAPPii and the Partner.

- Profit and expenses will be split based on initial capital contributions.

Example: JAPPii funds 50%, Partner 50% → revenue and costs split accordingly.

- JAPPii retains a 15% commission on each rental for services provided to co-owned vehicles. The remaining profit is then split 50/50 between JAPPii and its co-owner partner.

6.2. Disposition of Co-Owned Vehicle

- Any decision to sell or remove the vehicle must be mutually agreed upon.

- Net sale proceeds will be distributed in proportion to ownership percentage.

- Jappii reserves the right to withdraw from the partnership or terminate this agreement at its discretion. In such an event, the partner shall have the option to either:

1. Refund Jappii's total investment in full, thereby retaining full ownership of the vehicle; **or**
2. Receive a payout from Jappii based on the partner's ownership percentage, after which Jappii shall retain full ownership of the vehicle.

- Partner's Right to Withdraw: Should a partner elect to withdraw from this agreement, Jappii may, at its discretion:

1. Compensate the partner for their initial investment or ownership balance as of the effective date of this agreement; **or**
2. Initiate the sale of the vehicle and distribute the net proceeds in accordance with each party's ownership percentage.

7. Indemnification

Partner agrees to indemnify and hold harmless JAPPii, its members, managers, employees, and agents from any and all claims, liabilities, damages, losses, or expenses (including legal fees) arising out of the Partner's negligence, vehicle condition, or breach of this Agreement.

8. Miscellaneous

8.1. Entire Agreement

This document represents the entire understanding between the parties.

8.2. Amendments

Any changes to this Agreement must be in writing and signed by both parties.

8.3. Governing Law

This Agreement shall be governed by the laws of the State of Texas.

8.4. Venue and Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be exclusively resolved in a court or arbitration located in Dallas County, Texas. Both parties consent to jurisdiction and venue in Dallas, TX, regardless of future operations in other cities or states.

9. Operational Framework and Insurance Disclosures

9.1. JAPPii rents vehicles via its website (jappii.com) and through third-party platforms like Turo.

9.2. The Partner acknowledges that third-party platforms deduct fees and insurance costs. Revenue splits are based on net payouts.

9.3. Partners are fully responsible for all insurance claim deductibles.

9.4. The fees JAPPii collects are for fleet management, customer service, and delivery only.

9.5. If JAPPii manages the vehicle entirely, the Partner receives 65% and JAPPii receives 35%.

9.6. If JAPPii co-owns the vehicle (e.g., 50% contribution), JAPPii takes a 15% management fee, and the remaining 85% is split equally.

9.7. For shared ownership, both parties are on the title and share expenses proportionately (e.g., if JAPPii paid 60%, they get 60% and pay 60% of maintenance costs).

9.8. JAPPii is not an insurance company. It may use verified third-party insurance or guest-provided insurance.

9.9. JAPPii only assists with claims where the vehicle was covered under its commercial policy or actively rented.

9.10. Vehicles insured under JAPPii's commercial insurance may not be used for personal use, except for routine maintenance or car washes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written below:

JAPPii LLC

By: JAPPii LLC

Name: NGAH VALERY NKARAKWI
Title: CEO

Electronic Signatures

Partner

JAPPIi LLC

Please note that this agreement is not legally binding until it has been sent via email and signed by the partner. The client must complete an application form—either online at jappii.com or in writing—to receive a signable copy of this agreement.