



autocab

GPC Computer Software Ltd
Autocab Floor 15-16,
No.2 Circle Square,
1 Symphony Park,
Manchester M1 7FS

iGo

Terms and Conditions

IGO AGREEMENT



TERMS AGREED

We have developed an API that connects End Customers with third party ground transportation service providers via Ghost or via an Intermediary Platform. This Agreement sets out the terms and conditions governing your use of the API.

iGo Operator Agreement - V4.120721

This Agreement sets out the contractual terms and conditions governing your use of the iGo Platform.

1. Definitions and Interpretation

1.1 In this Agreement the following definitions apply:

1976 Act means the Local Government (Miscellaneous Provisions) Act 1976;

Additional Payment Terms means terms governing the manner in which payments are:

a. collected by Originators on behalf of Operators; and

b. made by Originators to Operators, which Originators may require Operators to enter into for regulatory compliance purposes from time to time;

Admin Fee means the fee which an Originator may charge for its services to a Rider (including referring you to the Rider);

Affiliate means, in relation to a party, any company which controls, is controlled by or is under common control with that party (where “control” has the meaning given to it in section 1124 of the Corporation Tax Act 2010);

Agent means an Originator who uses the iGo Platform to refer Trips to you with a view to you (or a Driver) contracting with the Rider for ground transportation services in relation to that Trip;

Business Day means any day other than a Saturday or Sunday or public holiday in England when banks in London are open for business;

Code of Conduct means the code of conduct for Drivers, a copy of which can be found at <http://igomobility.tech/en/codeofconduct.php> and which we may update from time to time;

Confidential Information means any and all confidential information (whether in oral, written or electronic form) given, imparted or disclosed by one party to the other party or otherwise obtained by one party from the other party relating to the other's business, finance, technology, know-how, intellectual property, assets, strategy, products and customers;

Cumulative Fares means the amounts held by us in the iGo Bank Account from time to time which represent the total of all Gross Fares and Net Fares to which you are entitled in respect of completed Trips;

Data Protection Laws means the GDPR, the Data Protection Act 2018, any other relevant implementing legislation in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (all as amended, updated or replaced from time to time), and any other applicable Laws relating to the data protection or privacy of individuals; a.

Driver means an individual who you engage to provide ground transportation services to Riders;

Effective Date means the date of execution;

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations hereunder;

GDPR means the General Data Protection Regulation (Regulation (EU) 2016/679), as amended from time to time;

Gross Fare means the fare payable by a Rider (where the Originator is acting as an Agent) or by the Originator (where the Originator is acting as a Merchant) for a Trip, calculated in advance of the Trip by us based on the relevant Operator's Rate Card;

iGo Bank Account means a bank account in which we hold the Cumulative Fares on your behalf;

iGo Platform means our iGo application software and functionality within the Autocab platform and the iGo portal, which we make available to you from time to time (including any Updates) and which allows you to interact with Originators, who may refer Riders to you;

Intellectual Property Rights means, any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks, trade names, service marks, design rights, rights in get-up, database rights and rights in data, domain names and all similar rights and, in each case, whether registered or not and including any applications to protect or register such rights and all renewals and extensions of such rights or applications, subsisting from time to time, anywhere in the world;

Laws all applicable legislation, regulations, codes of practice, guidance and other requirements of any relevant government, governmental or regulatory agency or other relevant body;

Licensed Originator an entity acting as a licensed private hire operator who uses the iGo Platform to refer to you bookings for Trips which the Licensed Originator has accepted as a licensed private hire operator, so that:

- where the Licensed Originator is acting as an Agent, you (or a Driver) might contract with the Rider for ground transportation services in relation to that Trip; or
- where the Licensed Originator is acting as a Merchant, you (or a Driver) might contract with the Licensed Originator for ground transportation services in relation to that Trip, which the Licensed Originator shall then resell to the Rider;

Losses means all losses, liabilities, damages, costs, claims, demands, actions, proceedings, orders and expenses (including legal fees) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties;

Merchant means an Originator who uses the iGo Platform to refer Trips to you with a view to you (or a Driver) contracting with the Originator for ground transportation services in relation to that Trip, which the Originator shall then resell to the Rider;

Merchant Fee means the fee which is payable by the Rider to the Originator (when the Originator is acting as a Merchant) in respect of the Trip;

Originator means a Licensed Originator or a Referral Only Originator;

Origination Fee means the fee charged by an Originator who is acting as an Agent for its services to an Operator (including lead generation and payment collection);

Operator means a licensed private hire operator or taxi company (including you) using the iGo Platform to receive referrals for Trips;

Operator Data means the business contact information of personnel engaged by the Operator or Drivers, specifically the name, business telephone number, business email address, business postal address and/or the job title of such personnel or Drivers;

Net Fare means the Gross Fare less any Origination Fee which an Agent might be entitled to deduct from the Gross Fare in accordance with clause 6.1;

Payment Request means a request by you for payment of Cumulative Fares from the iGo Bank Account made in accordance with clause 8.2;

Payment Request Fee has the meaning given to it in clause 8.3

Rate Card means all details relevant to the way in which Operators calculate their fares for the provision of ground transportation services, which enable us to calculate Gross Fares on the Operators' behalf in respect of Trips requested by Originators. All given fares must include the following minimum waiting periods at no additional charge:

Type of booking	Type of Rider Collection	Minimum Waiting Period (after Pickup Time)
Pre-booked Trip	Non-airport location	15 minutes

Pre-booked Trip	Airport location	45 minutes (meet & greet pickup) 15 minutes (curbside pickup) n/a (desk pickup)
-----------------	------------------	--

Referral Only Originator an entity who is not acting as a licensed private hire operator and who uses the iGo Platform to refer Riders to you so that:

- you might accept a booking for a Trip; and/or
- where the Referral Only Originator is acting as an Agent, you (or a Driver) might contract with the Rider for ground transportation services in relation to that Trip; or
- where the Referral Only Originator is acting as a Merchant, you (or a Driver) might contract with the Referral Only Originator for ground transportation services in relation to that Trip, which the Referral Only Originator shall then resell to the Rider.

Rider means a customer who:

a. has either:

1. made a booking for a Trip with a Licensed Originator which the Licensed Originator has accepted; or
2. has been referred by a Referral Only Originator to you so that the Rider might make a booking for a Trip with you; and

b. in either of cases (a)(1) or (a)(2) above:

1. where the Originator is acting as Agent, contracts with you (or a Driver) for ground transportation services in relation to the Trip; or

2. where the Originator is acting as Merchant, contracts with the Originator for ground transportation services, such ground transportation services having first been sold by you to the Originator.

Trip means a journey requested by a Rider and which is to be completed by an Operator (or a Driver);

Updates any error corrections, patches, fixes, updates, upgrades, new releases or new versions (if any) of the iGo Platform which are made available to you from time to time;

VAT means value added tax chargeable in the UK; and

Year a period of twelve (12) months from and including the Effective Date or an anniversary thereof.

1.2 In this Agreement:

1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended, re-enacted or superseded from time to time and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.2 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2.3 any reference to “this Agreement” includes any Schedules. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

2. Grant of licence to use iGo Platform

2.1 Before providing access to the iGo Platform, we require certain information (including your bank account details) from you to: (i) set you up on our systems; and (ii) provide to the relevant Originator to allow such Originator to fulfil their own verification and due diligence requirements. We may require this information to be updated from time to time.

2.2 Subject to 2.1, with effect from the Effective Date we grant to you a non-exclusive, revocable, non-transferable licence to use the iGo Platform as detailed in this Agreement.

3. Use of the iGo Platform

3.1 You shall:

3.1.1 use the iGo Platform in accordance with such specifications and instructions as we stipulate from time to time;

3.1.2 ensure the accuracy and completeness of all data input through the iGo Platform;

3.1.3 use the iGo Platform in accordance with (i) this Agreement; (ii) any limits that we impose in respect of the iGo Platform including in relation to data capacity and number of authorised users; and (iii) all Laws;

3.1.4 ensure that your use of the iGo Platform complies with such security requirements specified by us from time to time;

3.1.5 only use the iGo Platform in order to receive referrals from Originators;

3.1.6 allow us to audit your compliance with this Agreement on reasonable notice, including allowing us access to your documentation and staff for this purpose; and

3.1.7 respond to any requests or complaints made by a Rider following completion of a Trip within two Business Days of receipt.

3.2 You shall not:

3.2.1 use the iGo Platform in any way which: (i) is abusive, harmful, threatening or defamatory or any other way that may cause offence; (ii) could be harmful to the Riders, Originators or other users of the iGo Platform (including uploading any material that otherwise contains a virus, trojan horse or other malicious code); (iii) breaches any Laws or legal duty to a third party (including a duty of confidentiality) or which infringes a person's right to privacy; (iv) promotes discrimination or is likely to incite hatred; or (v) infringes the Intellectual Property Rights of any third party;

3.2.2 except as allowed by any applicable Law which is incapable of exclusion by agreement and except to the extent expressly permitted under this Agreement: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the iGo Platform in any form or media or by any means; or (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the iGo Platform;

3.2.3 access or use all or any part of the iGo Platform in order to create or provide a product or service which competes with the iGo Platform;

3.2.4 allow any third party (other than a Driver) to use the iGo Platform;

3.2.5 transfer, temporarily or permanently, any of your rights under this Agreement;

3.2.6 attempt to obtain, or assist third parties in obtaining, access to the iGo Platform; or

3.2.7 use any personal data relating to Riders which you receive in connection with Trips carried out by you or Driver under this Agreement for the purposes of marketing your services to such Riders.

3.3 We shall not, except where Laws require us to do so, share any commercially sensitive information supplied by you via the iGo Platform with any third party (including with other taxi operators, aggregators or ride hail companies) or with any Affiliate save to the extent necessary to allow you to use the iGo Platform in accordance with this Agreement. (Any personal data will be handled in accordance with clause 9 and the Data Processing Addendum.)

4. Referral Process

4.1 In order to receive referrals for Trips from Originators, you must submit your Rate Card to us in advance via the iGo Platform and keep this up-to-date at all times. If you fail to keep your Rate Card up-to-date, we will continue to calculate Gross Fares in accordance with clause 4.2 on the basis of the most recent Rate Card which we hold for you.

4.2 When an Originator uses the iGo Platform to search for an Operator to carry out a Trip, it will have visibility of all available Operators, as well as their Gross Fares, which we calculate on the basis of their Rate Cards. If an Originator requests that you carry out the Trip, you will be notified of such request via the iGo Platform.

4.3 When you receive a request for a Trip from an Originator, the iGo Platform will show you:

4.3.1 the value of the Gross Fare, calculated in accordance with the Rate Card;

4.3.2 where the Trip is referred to you by an Originator who is acting as an Agent, the Origination Fee (if any) charged to you by the Originator in respect of the Trip; and

4.3.3 the Net Fare which you will be entitled to recover from us in respect of such Trip by way of a Payment Request in accordance with clause 6.3.

4.4 When you accept a Trip via the iGo Platform:

4.4.1 from a Licensed Originator, if the 1976 Act applies, you agree to act as a sub-contractor in respect of that Trip pursuant to section 55A of the 1976 Act; or

4.4.2 from a Referral Only Originator, if the 1976 Act applies, you agree to act as a licensed private hire operator in respect of that Trip pursuant to the 1976 Act, and

in either case, you agree, or you will procure that the Driver agrees with: the (i) Rider (where the Originator is acting as an Agent); or (ii) the Originator (where the Originator is acting as a Merchant) to provide ground transportation services for that Trip .

4.5 You must enter into Additional Payment Terms (including any updated version of the Additional Payment Terms) with an Originator upon such Originator's request.

5. Extent of our services

5.1 You acknowledge that the iGo Platform enables Originators to refer Trips to you in accordance with clause 4.4 above.

5.2 You acknowledge that the contracts (or subcontracts) entered into by you (or a Driver) in accordance with clause 4.4 above are between you (or the relevant Driver) and the relevant Rider or Originator. We are not a party to any such contracts or subcontracts. We do not endorse any such Riders or Originators, we make no representation, warranty or commitment in relation to such Riders or Originators and we shall have no liability (or otherwise) howsoever arising nor any obligation whatsoever in relation to any interaction between you (or a Driver) and an Originator or Rider and/or any contract or subcontract entered into by you (or a Driver) with an Originator or Rider.

5.3 Certain Originators may require you to enter into direct contractual relationships with them as a condition of referring Trips to you. It is your decision as to whether you enter into such contractual relationships. We are not a party to such contractual relationships and we shall have no liability (or otherwise) under or in relation to such contractual relationships.

6. Charges and Payment –Originators acting as Agents

6.1 When Originators sign up to use the iGo Platform and they intend to use the iGo Platform as an Agent, they may opt to deduct an Origination Fee from the Gross Fare which it charges and collects from the Rider on the Operator's (or a Driver's) behalf at the end of a Trip, such Origination Fee to be for the Originator's own account.

6.2 Originators acting as Agents may recover Admin Fees from Riders, in which case, upon completion of Trips referred to Operators by such an Originator, the Originator will charge and collect from Riders:

- 6.2.1 the Gross Fare (on the Operator's (or a Driver's) behalf); and
- 6.2.2 the Admin Fee (for the Originator's own account); and/or
- 6.3 Upon completion of a Trip referred to you by an Originator:
 - 6.3.1 the Originator will charge and collect from the Rider the Gross Fare for the Trip on your behalf, plus any Admin Fee which the Originator charges the Rider in accordance with clause 6.2; and
 - 6.3.2 upon the Rider's request you must either:
 - 6.3.2.1 make a VAT invoice for the Gross Fare available to the Rider; or
 - 6.3.2.2 upon the Originator's or our subsequent request, promptly provide the Originator or us (as applicable) with all information necessary to enable the Originator or us to generate and make available to the Rider a VAT invoice for the Gross Fare on your (or the Driver's) behalf;
 - 6.3.2.3 where the Originator deducts an Origination Fee from the Gross Fare in accordance with clause 6.2, the Originator will settle the Net Fare in the iGo Bank Account; and
 - 6.3.2.4 you will be entitled to recover from us by way of a Payment Request amounts representing:
 - 6.3.2.4.1 the Gross Fare, where the Originator does not deduct an Origination Fee from the Gross Fare in accordance with clause 6.2; or

6.3.2.4.2 the Net Fare, where the Originator deducts an Origination Fee from the Gross Fare in accordance with clause 6.2.

6.4 The Originator will, where applicable, periodically issue you with a VAT invoice detailing the Origination Fees deducted in accordance with clause 6.2.

7. Charges and Payment –Originators acting as Merchants

7.1 Upon completion of a Trip referred to you by an Originator acting as a Merchant:

7.1.1 the Originator will charge, invoice and collect from the Rider the Merchant Fee for its own account; and

7.1.2 you will be entitled to recover amounts representing the Gross Fare from us by way of a Payment Request.

7.2 We will periodically provide the Originator with a VAT invoice for all Gross Fares which have accrued during the period of such invoice.

7.3 Upon our request, you must promptly provide us with all information necessary to enable us to generate and make VAT invoices available to the Originator in accordance with clause 7.2 above. You must notify us promptly of any updates to such information.

8. Charges and Payment- iGo Bank Account

8.1 We will hold the Cumulative Fares in the iGo Bank Account.

8.2 In order to recover the Cumulative Fares from us, you must confirm that the bank details which we hold for you remain correct and the value of the payment you would like us to make (a “**Payment Request**”). You must make all Payment Requests through the iGo

Platform. You may view a statement of the Cumulative Fares held in the iGo Bank Account at any time through the iGo Platform. You acknowledge that you cannot make a Payment Request for an amount which exceeds the sum of the amount held in the iGo Bank Account on your behalf less our Payment Request Fee (as defined in clause 8.3 below).

8.3 Within one Business Day of our receipt of a valid Payment Request we will instruct our bank to pay you the relevant amount in accordance with the Payment Request. You will be charged a £5.00 administration fee for any such payments from the iGo Bank Account (a **“Payment Request Fee”**). The Payment Request Fee will be confirmed to you via the iGo Platform at the time you make a Payment Request and shall be deducted from the Cumulative Fares.

8.4 You acknowledge that you are responsible for ensuring that the bank account details which we hold are correct and for notifying us of any changes to these. Subject to clause 13.3, we shall not be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss which you or any third party suffers, directly or indirectly, as a result of us making a payment in accordance with a Payment Request to a bank account not held by you as a result of your failure to comply with this clause 8.4.

8.5 You hereby authorise us to withdraw and retain the Payment Request Fee, and any other fees, Taxes or amounts owed from you to us under this Agreement, from the Cumulative Fares. You acknowledge that we may set-off any such amounts owed to us from a Payment Request made by you.

8.6 All charges to you are exclusive of VAT and any other excise, sales, value added and other taxes, fees, levies and duties of any nature which shall be added to the invoices at the appropriate rate. If any taxes are required by law or regulation to be withheld from any payment, we will deduct those taxes from the amount payable and remit them to the relevant taxation authority. We will provide you with details of any taxes so remitted.

8.7 You shall not independently issue invoices to a Rider or claim fees or fares from a Rider save as expressly permitted under this Agreement.

9. Data Protection

9.1 The Operator shall own all right, title and interest in and to all of the Operator Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Operator Data.

9.2 As far as the Operator Data contains personal data or the parties are otherwise required to hold or process personal data in performance of this Agreement, with regard to this personal data the Data Protection Addendum annexed to this Agreement shall apply.

9.3 Autocab shall store Operator Data for a period of 4 years, or as specifically instructed otherwise by the Operator, with a minimum of 2 years for regulatory purposes. The Operator is responsible for making sure it stores a copy of the Operator Data for its own reporting obligations and other legal requirements. In the event of any loss or damage to Operator Data, the Operator's sole and exclusive remedy shall be for Autocab to use reasonable commercial endeavours to restore the lost or damaged Operator Data from

the latest back-up of such Operator Data maintained by Autocab. Autocab shall not be responsible for any loss, destruction, alteration or disclosure of Operator Data caused by any third party.

10. Intellectual Property Rights

10.1 All Intellectual Property Rights in and to the iGo Platform and any Updates shall vest and remain vested in us or, as the case may be, any third party rights owner, and to the extent that you acquire any Intellectual Property Rights in the same you shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (free from all liens, charges, encumbrances and third party rights), to us or any relevant third party nominated by us. You shall execute all such documents and do such things as we may consider necessary to give effect to this clause.

10.2 You warrant that you own all Intellectual Property Rights in any trading names, logos, trade dress and get up which are provided to us for use in connection with making your services available via the iGo Platform and that their use in relation to this Agreement does not and will not infringe a third party's Intellectual Property Rights. You hereby grant to us and any Originator marketing your services via the iGo Platform a non-exclusive, revocable licence of any Intellectual Property Rights in such trading names, logos, trade dress and get up solely for the purpose of this Agreement.

11. Confidential Information

11.1 Subject to clause 11.2, each party to this Agreement (the Recipient) shall:

11.1.1 use the other party's (the Disclosing Party) Confidential Information solely for the performance of this Agreement; and

11.1.2 keep the Disclosing Party's Confidential Information strictly confidential and not, without the Disclosing Party's prior written consent, disclose it to any other person.

11.2 The Recipient may disclose the Disclosing Party's Confidential Information:

11.2.1 to its employees, officers, representatives, advisers, Originators or Riders who need to know such information for the purposes of exercising the Recipient's rights or carrying out its obligations under or in connection with this Agreement and the Recipient shall ensure that such persons comply with this clause 11.2;

11.2.2 as may be required by Laws, a court of competent jurisdiction or any governmental or regulatory authority; and

11.2.3 if such information is public knowledge or already lawfully known to the Recipient (free of any obligation of confidentiality) at the time of disclosure or subsequently becomes public knowledge other than by breach of any duty of confidentiality (contractual or otherwise).

11.3 We expressly acknowledge and agree that any information supplied by you via the iGo Platform (including but not limited to drivers, passengers, journeys, bookings, fleet performance, customer accounts and finances and app login details) is your Confidential Information and is subject to the provisions of this clause 11.

11.4 You expressly acknowledge and agree that any information supplied to you by us or any Originator via the iGo Platform (including but not limited to passengers, journeys, bookings and any information relating to an Originator or its terms of business) is Confidential Information disclosed by us or the Originator (as the case may be) and is subject to the provisions of this clause 11.

12. Acknowledgments and Obligations

12.1 You acknowledge and agree that:

12.1.1 we may at any time suspend in whole or part, your access to and/or use of the iGo Platform: (i) in order to carry out any maintenance work; (ii) where you do not provide or update the information required under clause 2.1 or clause 4.1; (iii) where it is necessary to protect the iGo Platform, our or any third party systems, Originators and/or Riders; and in such circumstances we shall use reasonable commercial endeavours to let you know of such suspension in advance;

12.1.2 you are responsible for your hardware, content and any data uploaded through the iGo Platform, for your access to the internet and for any and all liability that arises in connection with any unauthorised access to Your Systems or any activity using your usernames or passwords (whether authorised or not).

12.1.3 Subject to clause 12.1.1, we will use reasonable endeavours to ensure that the iGo Platform operates correctly. We do not warrant or represent that the iGo Platform will be: (a) available on an uninterrupted basis or error-free; or (b) compatible with third-party software or equipment.

12.2 Neither we nor our suppliers give any warranties nor make any representations about results to be obtained from using the iGo Platform.

12.3 To the extent permitted by law, we hereby exclude all warranties, terms and conditions, which may be implied by law, statute or otherwise.

12.4 You shall not (nor shall you attempt to) solicit or dissuade any Rider from using the iGo Platform or the services of any Originator or otherwise attempt to divert potential Trips away from the iGo Platform or any Originator.

12.5 You warrant and undertake that, for the duration of this Agreement:

(a) your vehicles and Drivers (and where relevant your Drivers' vehicles) will be fully licensed to provide ground transportation services in accordance with all Laws and this Agreement; and

(b) you, your Drivers and all relevant vehicles involved in the provision of ground transportation services will be adequately insured with a reputable insurance company for public liability and damage or injury to or caused by the vehicles and/or Drivers and/or passengers (plus any other legally required insurances) in accordance with, and for such minimum amounts as are required by, all Laws;

(c) you will promptly provide to us on request copies of your Operator's Licence and your public liability and employer's insurance certificates together with such other evidence as we shall reasonably require to satisfy ourselves that you are properly licensed and insured in accordance with clause 12.5(b) above;;

- (d) when providing (or involved in the provision of) the ground transportation services you and your Drivers will comply with all Laws; and
- (e) you shall use your best endeavours to ensure that the Service Levels in the Service Level Schedule below are achieved.

12.6 We reserve the right to suspend without notice you or a particular Driver from using the iGo Platform or from receiving referrals for Trips from a particular Originator if some or all of the above provisions (or any other provisions of this Agreement) are not complied with.

12.7 You shall not allow any Driver to accept or carry out Trips unless such Driver has agreed with you in writing that they will comply with the Code of Conduct at all times. You shall actively monitor Drivers' compliance with the Code of Conduct. In the event that a Driver breaches the Code of Conduct, you shall prohibit that Driver from accepting or carrying out any further Trips and require such Driver to delete the iGo Platform from all devices in their possession or under their control.

13. Limits On Liability

13.1 This clause 13 sets out our entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you:

13.1.1 arising under or in connection with the Agreement;

13.1.2 in respect of any use made by you of the iGo Platform; and

13.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

13.2 Except as expressly provided in the Agreement:

13.2.1 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and

13.2.2 the iGo Platform is provided to you on an “as is” basis.

13.3 Nothing in the Agreement excludes our liability to you:

13.3.1 for death or personal injury caused by our negligence;

13.3.2 for fraud or fraudulent misrepresentation; or

13.3.3 for breach of the terms implied by section 2 of the Supply of Goods and Services 1982 (title and quiet possession); or

13.3.4 for any other liability which cannot be limited or excluded by applicable law.

13.4 Subject to clause 13.3, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

13.4.1 loss of profits;

13.4.2 loss of sales or business;

13.4.3 loss of anticipated savings;

13.4.4 loss of use or corruption of software, data or information;

13.4.5 loss of or damage to goodwill; and

13.4.6 indirect or consequential loss.

13.5 Subject to clause 13.3, our total aggregate liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the lower of: (i) the total Gross Fares associated with Trips referred to you during the 12 months immediately preceding the date on which the claim arose; and (ii) £20,000.

14. Indemnities

14.1 You shall indemnify us against:

14.1.1 all Losses which we may sustain or incur in connection with any use of the iGo Platform other than in accordance with this Agreement;

14.1.2 all claims made against us by any of your customers (including Riders) in respect of:

14.1.2.1 your use of the iGo Platform;

14.1.2.2 any breach of your regulatory or contractual obligations in relation to any Trip accepted by you in accordance with clause 4.4; or

14.1.2.3 your (or your Driver's) provision or involvement in the provision of ground transportation services; and

14.1.3 Losses arising out of or in connection with any claim from a third party (including Originators and/or Riders) against us which arises out of your supply of ground transport services to such third party or due to your breach of Data Protection Laws; and

14.1.4 Losses arising out of or in connection with any claim from a third party (including an Originator) against us that our use of the Intellectual Property Rights licensed to us by you in accordance with clause 10.2 above constitutes an infringement of a third party's Intellectual Property Rights.

14.2 You shall indemnify the relevant Originators against Losses arising out of or in connection with any claim from a third party (including Riders) against the third party which arises out of your (or your Drivers') supply of ground transport services.

15. Force Majeure

15.1 A party will not be liable if delayed in or prevented from performing its obligations hereunder due to Force Majeure. The party affected by Force Majeure shall promptly notify the other party of the Force Majeure and its expected duration and use reasonable endeavours to minimise the effects of that event.

15.2 If, due to Force Majeure, a party is unable to perform a material obligation or is delayed in or prevented from performing its obligations for a continuous period of more than 30 days then the other party may, terminate this Agreement immediately upon written notice to the other.

16. Term and Termination

16.1 This Agreement shall commence on the Effective Date and shall continue in full force and effect, unless and until terminated in accordance with its terms.

16.2 We may terminate this Agreement:

16.2.1 at any time upon giving you at least 30 days' written notice;

16.2.2 immediately upon written notice if you breach any material term of this Agreement and, if such breach is capable of remedy, you fail to remedy such breach within 30 days of a written request to do so; or

16.2.3 immediately if you cause (by action or omission) or in our reasonable opinion are likely to cause material disruption to our business operations and/or damage to our brand or reputation.

16.3 You may terminate this Agreement at any time upon giving us at least 30 days' prior written notice.

16.4 Either party may terminate this Agreement:

16.4.1 immediately upon written notice if we breach any material term of this Agreement and, if such breach is capable of remedy, we fail to remedy such breach within 30 days of a written request to do so; and

16.4.2 immediately upon written notice if the other becomes unable to pay its debts, enters into liquidation (except for the purposes of a solvent amalgamation or reconstruction) or is dissolved, makes an arrangement with its creditors, becomes subject to administration or a receiver or administrative receiver is

appointed over all or any of its assets or takes or suffers to be taken any similar action in consequence of a debt, ceases or threatens to cease trading or any procedure equivalent to any of the preceding matters occurs in any other jurisdiction with respect to the other party

16.5 Immediately upon termination of this Agreement:

16.5.1 all licences granted to you under this Agreement shall cease and we may immediately withdraw your access to the iGo Platform;

16.5.2 each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party; and

16.5.3 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.

16.6 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement including without limitation clauses 2.1.2, 3.2, 5, 6, 7, 8, 9, 10, 11, 12.2, 12.3, 13, 14, 16.5, 16.6 and 17 to 19 (inclusive) shall remain in full force and effect. Termination of this Agreement shall not affect the rights and remedies which have accrued prior to such termination.

17. Notices

17.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes.

17.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre- paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission.

18. Entire Agreement

This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes any prior agreements, representations or understandings between them unless expressly incorporated by reference in this Agreement. Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any representation (whether innocent or negligent) made but not expressly embodied in this Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

19. General

19.1 Nothing in this Agreement shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent between the parties for any purpose.

19.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999, save for clause 14.2, this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions. This Agreement may be terminated, rescinded or varied without the consent of any third party (including a third party mentioned in clause 14.2).

19.3 You shall not assign, novate, transfer, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without our prior written consent or except as expressly permitted in this Agreement.

19.4 We expressly reserve the right to amend the terms of this Agreement on giving to you not less than 30 days' notice in writing of the proposed changes.

19.5 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

19.6 A waiver of any right under this Agreement is only effective if it is in writing, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

19.7 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by Law.

19.8 Each party will, at its own cost, do all further acts and execute all further documents necessary to give effect to this Agreement.

19.9 Except for the payments specifically agreed in this Agreement, each party is responsible for its legal and other costs in relation to the preparation and performance of this Agreement.

19.10 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter is governed by and shall be construed in accordance with the laws of England and Wales.

19.11 The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any disputes and claims which may arise out of, or in connection with, this Agreement.

SERVICE LEVEL SCHEDULE

KPIs (measured on monthly basis)	Service Level

Arrival time performance – ASAP Trips (i.e. within 15 minutes from booking)	90% within 2 minutes of ETA
Arrival time performance – Pre-booked Trips (i.e. not within 15 minutes from booking)	95%
Handback of Pre Booked Trips within SLA: - within 5 minutes from the time of booking where pick up time is less than 2 hours from time of booking; or - no later than 2 hours before pick up time where pick up time is more than 2 hours from time of booking	95%
Overall handback rate	No more than 5%

This Data Protection Addendum (the “Addendum”) is intended to comply with Article 28(3) of the UK GDPR (as defined below), which requires the Processing (as defined below) of Personal Data (as defined below) to be governed by a contractual arrangement. This Addendum is part of and incorporated into the iGo Operator Agreement (the “Agreement”) entered into between GPC Computer Software Limited (“Autocab”) and the Operator, as identified in the Agreement.

1. Definitions

For the purpose of this Addendum, the terms “Data Subject”, “Personal Data”, “Controller”, “Processor”, “Processing”, “Personal Data Breach”, “Pseudonymisation” and any other term expressly defined in Article 4 of the UK GDPR shall have the meaning given to these terms in Article 4 of the UK GDPR.

“Data Protection Legislation” the UK Data Protection Legislation and any other applicable legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

“UK Data Protection Legislation” all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679 as it forms part of the law of the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018, and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (the “UK

GDPR”); the Data Protection Act 2018; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

2. Scope

2.1 The purpose of this Addendum is to define the conditions under which Autocab undertakes to carry out, on the Operator’s behalf and instruction, the Processing of Personal Data under the Agreement. The Processing of Personal Data carried out by Autocab during the course of providing the Services under the Agreement and falling within the scope of this Addendum is described in the Appendix to this Addendum (the “Processed Personal Data”).

2.2 The Parties acknowledge that (i) the Operator shall act as Controller and (ii) Autocab shall act as Processor for the purpose of the Addendum.

2.3 The duration of the Processing shall be for the period set out in the Appendix to this Addendum.

2.4 Without prejudice to the generality of clause 2.3 of this Addendum, the Operator warrants to Autocab that:

(a) it has all necessary appropriate consents and notices in place to enable the lawful transfer of the Processed Personal Data to Autocab for the duration and purposes of the Agreement so that Autocab may lawfully use and Process the Processed Personal Data in accordance with this Addendum;

(b) the collection and Processing of the Processed Personal Data prior to its transfer to Autocab has been carried out in all material respects in accordance with the Data Protection Legislation;

(c) it is not aware that any Processing of the Processed Personal Data in accordance with this Addendum is likely to give rise to breach of any of the Data Protection Legislation; and

(d) it is registered with all relevant data protection authorities (where required to do so under Data Protection Legislation) to collect and Process the Processed Personal Data.

2.5 Where applicable, the Operator acknowledges and agrees that its use of the iGo network via the API may include sharing Personal Data with other third parties on the iGo network, in which case the Operator is fully responsible for compliance with applicable Data Protection Legislation.

3. Autocab's general obligations

3.1 When Processing the Processed Personal Data, Autocab shall (without prejudice to the generality of clause 2.3 of this Addendum):

(a) Process the Processed Personal Data only on documented instruction from the Operator (which shall include, for the avoidance of doubt, Processing the Processed Personal Data as set out in the Appendix to this Addendum), provided Autocab shall not be required to act on an instruction given by the Operator which could (in the reasonable opinion of Autocab) give rise to a breach of Data Protection Legislation or any other applicable law;

(b) use Processed Personal Data solely for the purpose of performing its obligations under the Agreement or as otherwise instructed in writing by a duly authorised representative of the Operator or where required by Data Protection Legislation;

(c) take reasonable steps to implement, maintain, monitor and, where necessary, update an information security program that contains appropriate measures (in accordance with Article 32 of the UK GDPR) to ensure the protection of the Processed Personal Data; and

(d) hold Processed Personal Data in confidence, and impose confidentiality obligations on any Autocab personnel authorised to Process the Processed Personal Data under the Agreement.

3.2 The Operator instructs Autocab to anonymise and/or aggregate the Processed Personal Data for the purpose of improving the Services, and the Operator acknowledges that Autocab may aggregate and/or anonymise the Processed Personal Data and use anonymised data for its own purposes. Autocab will not associate such anonymised data with the Operator's identity or the Processed Personal Data.

4. Personal Data Breach

4.1 Autocab shall notify the Operator after Autocab discovers that there has been a Personal Data Breach, unless otherwise prohibited by law or otherwise instructed by law enforcement or a data protection authority.

4.2 Autocab's notification shall (to the extent reasonably possible):

(a) describe the nature and the origin of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Processed Personal Data records concerned;

(b) communicate the name and contact details of the contact point where more information can be obtained;

(c) describe the likely consequences of the Personal Data Breach;

(d) describe the measures taken or proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

4.3 Taking into account the nature of the Processing and the information available to Autocab, Autocab will (at the Operator's cost) take reasonable steps to assist the Operator to the extent required by applicable law in its provision of any required notification to affected Data Subjects.

5. Co-operation and assistance

5.1 Autocab shall (at the Operator's cost) take reasonable steps to co-operate and provide such assistance and information as the Operator may reasonably request to enable the Operator to comply with its obligations under Articles 32 to 36 UK GDPR, taking into account the nature of Processing and the information available to Autocab.

6. International data transfers

6.1 The Operator agrees that Autocab may transfer the Processed Personal Data to countries that have been deemed by the UK government to provide an adequate level of protection for Personal Data.

6.2 Autocab may transfer the Processed Personal Data to non-adequate countries, provided that Autocab and any Sub-Processor enter into (i) an appropriate data processing agreement that incorporates the European Commission Standard Contractual Clauses between Controllers and Processors, or (ii) any similar mechanism relating to other countries (where permitted under Data Protection Legislation) with the Operator to allow the Operator to transfer Processed Personal Data to Autocab and/or its Sub-Processor(s).

7. Sub-processing

7.1 The Operator hereby specifically authorises Autocab to engage those entities identified in the Appendix to this Addendum as sub-processors to Process the Processed Personal Data (each, a “Sub-processor”).

7.2 Autocab will not disclose or transfer Processed Personal Data to, or allow accessed to Processed Personal Data by (each, a “Disclosure”), other Sub-Processors without the Operator’s prior written consent, provided however, that Autocab may Disclose Processed Personal Information to its Sub-Processors for purposes of providing the Services to the Operator, subject to the following conditions: (a) Autocab maintains a list of the Sub-Processors, and will provide this list to the Operator upon the Operator’s request, and (b) gives the Operator at least seven (7) days’ prior written notice (the

“Objection Period”) of the appointment of any new Sub-Processor, and the opportunity to object to such appointment(s); and (c) if, during the Objection Period, the Operator notifies Autocab in writing of any objections (on reasonable grounds and with justification) to the proposed appointment, and Autocab is unable to modify the Services to prevent Disclosure to the additional Sub-Processor, Autocab shall have the right to terminate the relevant Processing and/or the Agreement (as applicable).

7.3 When appointing a Sub-Processor in accordance with this Addendum, Autocab shall enter into a written agreement with the authorised Sub-Processor containing obligations on the relevant Sub-Processor that are as least as restrictive as those imposed on Autocab under this Addendum.

8. Audits

Upon the Operator’s reasonable request (to be exercised no more than once a year, unless required more frequently by a data protection authority), Autocab will make available to the Operator a copy of a report to demonstrate Autocab’s compliance with the terms of this Addendum. Such report will be Autocab’s confidential information and may not be disclosed without Autocab’s prior written consent, except as required by applicable law.

9. Obligation after the termination of the Processing of the Processed Personal Data

9.1 Without prejudice to any other commitment under the Agreement, Autocab shall, after the end of the Processing of Processed Personal Data, at the Operator’s discretion, either delete or return all Processed Personal Data, and delete all existing copies of the same.

9.2 Notwithstanding clause 9 of this Addendum, Autocab shall not be required to delete or return Processed Personal Data (or any copies thereof) if it is required to retain the same pursuant to any applicable law.

DATA PROTECTION ADDENDUM

The description of that Processing set out in this Appendix forms part of the Addendum.

The parties reserve the right to make such changes to this Appendix from time to time as are reasonably necessary to meet the requirements of the Data Protection Legislation

(and in particular Article 28(3) of the UK GDPR) regarding the information to be recorded in an agreement between a Controller and a Processor).

Subject matter and duration of Processing	The Processed Personal Data will be Processed for the duration of the Agreement, to the extent necessary to enable the Services to be provided in accordance with the Agreement. The Services include the processing of transaction data relating to passenger journeys (including passenger and driver details).
Nature and purpose of Processing	The Operator and its users (authorised in accordance with the Agreement) will from time to time upload details of its drivers, passengers and system operators on to Autocab's software and servers to facilitate the co-ordination of transportation services.
Types of Processed Personal Data	Drivers' names, mobile numbers, email addresses, driving licences, insurance details, usernames (PIN codes), passwords, current locations, call signs, vehicle data such as make and model, background and criminal records checks, ID verification data, transaction information relating to the use of the Operator's services (such as ride dates and times, amounts charged, distance travelled and payment methods), interaction with Autocab's Driver Companion application (such as access dates and times and details of crashes), device data (including a unique driver ID), and communications data via Autocab's Driver Companion application or Autocab's chatbot tool. Passengers' names, mobile numbers, email addresses, usernames, passwords, profile pictures, pick up and destination addresses, current locations, pre-set home and work addresses, emergency contact information, transaction information relating to the use of the Operator's services (such as ride dates and times, amounts charged, distance travelled and payment methods), , interaction with Autocab's Passenger application (such as access dates and times and details of crashes), device data (including a unique passenger ID), and communications data via Autocab's Passenger application or Autocab's chatbot tool.

	System operators' (representatives of the Operator utilising the API and Autocab's software and servers) names, email addresses, and telephone numbers.
Categories of Data Subjects	Drivers, passengers and system operators.
Authorised Sub-Processors	Microsoft(in connection with the use of Azure. The primary hosting location is Ireland, with the Netherlands as the secondary location). Amazon Web Services (The primary hosting location is Ireland, with Germany as the secondary location).