

DRIVER PARTNER TERMS AND CONDITIONS OF BUSINESS

These terms and conditions of business govern the general services VSL provides to you in your capacity as a self-employed individual in business. The terms apply to your access to and use of the Driver Partner App, Journey Booking System and Driver Partner Portal, our provision of the Ancillary Services and your business engagement with VSL. The terms shall apply on each occasion you use our services including the Journey Booking Service and Driver Partner Portal, and for a period of 6 years from the last time you log out. Where references are made to "you" throughout these terms, they shall mean you in your capacity as a self-employed individual in business.

1. DEFINITIONS

Ancillary Services: VSL's provision of introducer and agency (including acting as your limited disclosed payment collection agent) services as set out and limited in this agreement, together with providing or procuring the provision of ancillary Driver Partner engagement services, being PDA management, regulatory compliance, Driver Partner training and support to Driver Partners, to the extent requested by you.

Booking: the booking of a Journey by a Passenger or a Corporate Account Customer for the purposes of applicable law but for the avoidance of doubt does not include entering into a contract for the provision of transportation services.

Booking Fee: such fee as you and VSL may from time to time agree that you shall collect on behalf of a Veezu Company from a non-Corporate Account Passenger in relation to any charge by that Veezu Company to the Passenger for the Booking.

Booking Method: the various methods used by Operator for the invitation and processing of Bookings including but not limited to those made via telephone, mobile application, and or website.

CA Journey Agreement: as defined in Journey Agreement.

Cash Bookings: bookings from non-Corporate Account Passengers who pay in cash.

Corporate Account Bookings: Bookings from Corporate Account Customers.

Corporate Account Customer: a person or organization which contracts with a Veezu Company for the carrying out of Journeys, the fares for which are paid periodically on account to the Veezu Company.

Credit Card Bookings: Bookings from non-Corporate Account Passengers who pay by credit or with debit card.

Driver Partner/you: a private-hire vehicle driver holding either (a) a valid private-hire driver licence issued by a relevant Local Authority and / or (b) a valid Hackney Carriage Driver's licence.

Driver Partner App: mobile application software owned by VSL via which you are connected to the Journey Booking System for the availability of Bookings.

Driver Partner Portal: Mobile or website application software owned by VSL for use as the main means of communication between you and VSL via which you can access or upload information regarding your business engagement by VSL.

Journey: the service of conveying a Passenger from one location to another in a Vehicle.

Journey Agreement: the agreement in terms of which you provide the Journey (a) being an agreement (in relation to any non-Corporate Account Passenger Journey) between you and the Passenger (an "NCA Journey Agreement") or (b) being an agreement (on the terms set out in this agreement) between you and the Operator (in relation to any Corporate Account Customer Journey) (a "CA Journey Agreement").

Journey Booking System: a digital system licensed by VSL and made available to Operator to input Bookings and via which Bookings are offered to Driver Partners and which is made available to the Driver Partners through the Driver Partner App.

Journey Fares: the sum payable for the Journey as determined automatically by the Journey Booking System and confirmed via the Driver Partner App at the end of the Journey.

Local Authority: the relevant local authority in the area you operate as a Driver Partner under these Terms.

Local Authority Licensing Conditions: the conditions imposed by the Local Authority on you as a Driver Partner.

NCA Journey Agreement: as defined in Journey Agreement.

Operator: the licensed private-hire operator under whose regulatory approvals you operate depends on where you operate. Veezu Companies operate from the following hub premises:

Barnsley

Maple Estate, Stocklane, Barnsley, S75 2BL

Bath & North East Somerset & Chippenham

The Taxi Hut, South Parade, Bath, BA2 4AF

Birmingham

Star Cars, 718 Chester Road, Birmingham, B25 5TE

Bolsover

Steetley Farm House, Steetley Lane, Steetley, Worksop S80 3DZ

Bolton

Flexspace, Manchester Road, Bolton, BL3 2NZ

Bradford

Unit 1 Robin Mills, Leeds Road, Bradford, BD10 9TE

Bridgend

25 Market Street, Bridgend, CF31 1LJ

Bristol & South Gloucestershire

Longbrook House, 4A Ashton Vale Road, Bristol, BS3 2HT

Calderdale

Office 35, The Elsie Whiteley Innovation Centre, Hopwood Lane, Halifax, HX1 5ER

Cardiff

Tremorfa Industrial Estate, Unit 5 Martin Rd, Cardiff CF24 5SD

Chesterfield

7 Holywell Street, Chesterfield, Derbyshire, S41 7SA

Derby

28 Railway Terrace, Derby, DE1 2RU

Doncaster

Crown Hotel, 33-41 Market Place, Bawtry, Doncaster, DN10 6JW

Dudley

1st Floor, Trafalgar House, 47-49 King Street, Dudley, West Midlands, DY2 8PS

Halton

470 Liverpool Road, Widnes, WA8 7XU

Kirklees

Unit S58, Kirklees Media Centre, 7 Northumberland Street, Huddersfield, HD1 1RL

Leeds

Athlone Street, Armley, Leeds, West Yorkshire, LS12 1UB

Liverpool

Stockbridge Lane, Huyton, Liverpool, L36 3SA

Newport

Station Approach, Newport, NP20 4AX

North East Derbyshire

9 Smith Lane, Wingerworth, Chesterfield, Derbyshire, S42 6FP

Norwich

Unit 1, 50 Paddock Street, Norwich, NR2 4TW

Rotherham

Primrose Park, Primrose Hill, Greasbrough Road, Rotherham, S60 1RH

Sandwell

Princess Parade, Unit 5 Farley Centre, High Street, West Bromwich, B70 7QU

Sefton

Room 5, Suite 2, 21 Anchor Street, Southport, PR9 0UT

Sheffield

Waterside Court, Bold Street, Sheffield, S9 2LR and 289A Meadowhead, Sheffield, S8 7UH

Shrewsbury

Unit C1, Stafford Drive, Shrewsbury, SY1 3BF

Solihull

Unit 6 Stirling Road, Shirley, Solihull, West Midlands, B90 4NE

St Helens

39 Waterloo Street, St. Helens, WA10 1PX

Swindon

Unit 1 Hargreaves Road, Groundwell, Industrial Estate, Swindon, SN25 5AZ

Telford

Unit 36, Waterloo Road, Ketley Business Park, Ketley, TF1 5JD

Torfaen

106 Springvale Industrial Estate, Cwmbran, NP44 5BG

Vale of Glamorgan

48c Holton Road, Barry, CF63 4HD

Walsall

Room S2, West Midlands House, Gipsy Lane, Willenhall, WV13 2HA

Wigan

2b Wigan Road, Ashton-in-Makerfield, Wigan, WN4 9BJ

Wolverhampton

52 Retreat Street, Wolverhampton, WV3 0JF

Passenger: a person who takes a Journey in a Vehicle (including where a Corporate Account Customer and the Corporate Account Customer have booked such person's Journey is not the passenger).

PDA: personal digital assistant.

Services: your access and use of the Journey Booking System, Driver Partner Portal and Driver Partner App and any PDA device supplied to you.

Set Up Process: the process of becoming a Driver Partner with VSL.

Terms: these terms of business and all attached schedules.

Veezu Company: means any company which at the relevant time is a subsidiary or holding company of Veezu Holdings Limited or any subsidiary of any such holding company and 'subsidiary' and 'holding company' shall have the meanings given to them by the Companies Act 2006 Section 1159.

Vehicle: the vehicle you use when operating as a Driver Partner under these Terms.

VSL: Veezu Services Limited, an Ireland private limited company with registered number 651172 and registered office at Digital Office Centre, Balheary Road, Swords, Co Dublin, K67 E5AO, Ireland.

2. NATURE OF RELATIONSHIP

2.1. You are a self-employed licensed private-hire vehicle driver or self-employed licensed Hackney Carriage vehicle driver. By agreeing to these Terms, you warrant that you:

2.1.1. hold a valid driving licence and that you agree to comply with random checks undertaken by or on behalf of VSL;

2.1.2. hold a valid private-hire vehicle driver's licence and/or Hackney Carriage licence;

2.1.3. hold a full current DVLA licence to drive that class of vehicle;

2.1.4. will, if and when you agree a Journey Agreement relating to a Journey, provide transportation services

2.1.4.1. to any non-Corporate Account Passenger ; and

2.1.4.2. for any Corporate Account Passenger

in a professional manner with due skill, care and diligence and maintain high standards of professionalism, service and courtesy, it being acknowledged that the Veezu brand and ability successfully to offer Driver Partners attractive Bookings is dependent on us each consistently operating in a professional manner towards Passengers;

2.1.5. shall use, for every Journey carried out by you relating to a Booking, the Vehicle, which will be:

2.1.5.1. provided in a safe, roadworthy, and good operating condition, consistent with industry safety and maintain standards for a Vehicle of its kind, in a clean and sanitary condition;

2.1.5.2. properly registered with the Local Authority as a private-hire vehicle or Hackney Carriage vehicle being used by you;

2.1.5.3. subject to a valid policy of insurance in accordance with these Terms;

2.1.5.4. compliant with any Local Authority Licensing Conditions applicable to it; and

2.1.5.5. compliant with any other legal road safety obligations;

2.1.6. shall comply with the Local Authority Licensing Conditions applicable to you;

2.1.7. shall comply with any statutory obligations imposed on you for road and passenger safety;

2.1.8. are not VAT registered in the United Kingdom;

2.1.9. are a self-employed individual in business actively engaged as an independent individual in business on a regular basis in the provision of transportation services;

2.1.10. shall comply with all applicable laws, statutes, regulations, and codes from time to time in force; and

- 2.1.11. you are the principal in relation to Journeys undertaken for non-Corporate Account Passengers and are responsible for completing the Journey for the Passenger in accordance with your NCA Journey Agreement with the Passenger; and
- 2.1.12. you are the Operator's subcontractor in relation to Journeys for Corporate Account Customer and are responsible for completing the Journey for the Passenger in accordance with the CA Journey Agreement with the Operator (as further described at clause 2.2.3 below).
- 2.2. VSL will provide you with access to the Driver Partner App and the Driver Partner Portal together with the Ancillary Services. Three different types of Bookings will be made available to you through the Driver Partner App:
- 2.2.1. **Cash Bookings:** if you accept a Cash Booking, you will, if you and the Passenger agree (at pick up) respectively to provide and pay for a Journey, enter into a direct Journey Agreement with Passengers (i.e., you are the principal contracting with Passengers). VSL, together with Operator, acts as your disclosed introducer in connecting you with, and facilitating the opportunity for you to provide Journeys to Passengers.
 - 2.2.2. **Credit Card Bookings:** if you accept a Credit Card Booking, you will, if you and the Passenger agree (at pick up) respectively to provide and pay for a Journey, enter into a Journey Agreement with the Passenger (i.e., you are the principal contracting with Passengers). VSL, together with Operator, acts as your disclosed introducer in connecting you with, and facilitating the opportunity for you to provide transportation Journeys to Passengers. VSL (including by way of another Veezu Company acting by way of sub-agent): (a) also acts as your disclosed agent in collecting payments on your behalf including with respect to any deposit or pre-payment, and (b) is responsible for negotiating and determining the applicable journey tariffs for you.
 - 2.2.3. **Corporate Account Bookings:** if you accept a Corporate Account Booking your CA Journey Agreement will be with the Operator, and:
 - 2.2.3.1. Operator is the principal contracting with Corporate Account Customers;
 - 2.2.3.2. You will act as a sub-contractor of Operator; and
 - 2.2.3.3. VSL acts (a) as your disclosed agent in connecting you with Operator (with whom you will contract) and facilitating the opportunity for you to provide transportation services as the sub-contractor of Operator and (b) as your disclosed agent collecting payments on your behalf from Operator.
- 2.3. You acknowledge and agree that, save for the provision of transportation services by Operator to Corporate Account Customers, neither VSL nor any Veezu Company contracts for or provides Journeys or otherwise provides transportation services, functions as a transportation carrier or agent for the transportation of Passengers.
- 2.4. VSL contracts with Operator and supplies it with access to use the Journey Booking Service for accepting and recording Bookings from Passengers including Corporate Account Customers and for the provision of sub-agency and sub-introducer services as above. Operator is your regulated operator and is responsible for inviting and accepting Bookings which it records on the Journey Booking System allowing you to accept or decline them as you wish. Separate terms of business apply between VSL

and Operator for Operator's use of the Journey Booking System. Where a Booking results in a completed Journey, Operator charges a fee per completed Journey to VSL acting as principal. Your ability to multi-app is subject to the licensing regulations permitting you to operate with multiple private-hire operators as follows:

- a) the Local Authority Licensing Conditions relevant to you as a licensed driver;
- b) the Local Authority Licensing Conditions which apply where the booking is accepted to the extent they differ to the above.

2.6 If the relevant Local Authority Licensing Conditions are satisfied as per clause 2.5 above, nothing in these Terms precludes you from operating as a Driver Partner with any other private-hire operator subject to your duty of care towards any Passengers. If you operate with multiple operators and you accept a booking from another operator, it is a requirement that you log out of the Journey Booking System and Driver Partner Portal and remove any magnetic strips / stickers from the Vehicle whilst carrying out that Journey.

2.7 Nothing in these Terms precludes you from sharing the use of the Vehicle or your access to the Journey Booking System and Driver Partner Portal with another Driver Partner subject to the following:

- 2.7.1 Any such Driver Partner must agree to these Terms with VSL on their own behalf;
- 2.7.2 You have notified Operator and VSL of the arrangement between you; and
- 2.7.3 You and the Driver Partner enter into separate terms with VSL relating to the sharing arrangement.

2.8 If you use the services of another Veezu Company, separate terms and conditions will apply between you and those companies as necessary although VSL may collect payment on their behalf from you.

2.9 You may in relation to certain Bookings agree with us to collect a Booking Fee on behalf of the relevant Veezu Company. Where you do collect such a Booking Fee you shall do so as our disclosed agent (and in this respect we are acting as disclosed agent of the relevant Veezu Company) and shall remit it to us or at our direction (including by way of set-off) in such fashion as we may notify you.

2.10 Schedule 2 to this agreement sets out terms and conditions which are an example of the terms that could be agreed by you and non-Corporate Account Passenger in relation to a Journey. In relation to Journeys for non-Corporate Account Passengers:

- 2.10.1 the terms and conditions in Schedule 2 are provided as part of our Ancillary Services for ease of contracting as specimen terms and shall apply save to the extent additional and/or alternative terms are agreed by you and Passenger; and
- 2.10.2 you and Passenger are free to agree additional and/or alternative terms for the Journey but please note that certain minimum requirements (for example as set out in paragraphs 3, 4.1 and 4.2 in Schedule 2) will apply as a matter of law whatever the terms of the special and alternative terms agreed by the parties.

3 USING THE DRIVER PARTNER APP AND DRIVER PARTNER PORTAL

3.6 You agree not to misuse the Driver Partner App and Driver Partner Portal nor allow any unauthorised third-party access to it. You are required to keep the unique identification codes confidential.

- 3.7 You are not under any obligation to use the Driver Partner App nor the Driver Partner Portal at any time, nor for any period of time. It is your responsibility to determine when and for how long you log into the Driver Partner App, if at all. Accordingly, if you do not wish to operate as a Driver Partner at any time, you are required to log out of the Driver Partner App.
- 3.8 VSL is not obliged to offer any Bookings to you, and you are not obliged to accept Bookings that are offered to you. Where a Booking is accepted by you, but you subsequently decline it the Journey Booking System will assume that, unless you have notified VSL otherwise, you are unavailable and do not want to be bothered. The terms relating to the "do not bother" feature will be notified to you by VSL from time to time, based on VSL's perception of what works best for all parties and users in terms of offering an efficient and reliable system for all parties and customers.
- 3.9 Where you accept a Booking:
- 3.9.1 you will use your reasonable endeavours to make yourself available to discuss the proposed Journey with the Passenger by arriving at the pick-up address noted on the Journey Booking System at the time specified on the Booking, or as close to such time as legally and reasonably possible;
 - 3.9.2 thereafter, if you agree to provide the Journey, you will agree a Journey Agreement at the pick-up point with (as the case may be):
 - 3.9.2.1 any non-Corporate Account Passenger; or
 - 3.9.2.2 the Operator in relation to any Corporate Account Passenger;
 - 3.9.3 you will comply with the Local Authority Licensing Conditions, and all other legal requirements including but not limited to road safety laws;
 - 3.9.4 you will use the Vehicle including for the Journey;
 - 3.9.5 you will be fully and exclusively liable for any direct, indirect, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your actions or inactions in accepting and undertaking the Journey;
 - 3.9.6 you will assist in handling and resolving any complaints from Passengers promptly upon request by VSL or by Operator on its behalf;
 - 3.9.7 you will contact VSL within 72 hours of you or your Vehicle being involved in any road traffic collision.
- 3.10 You agree to use the Driver Partner Portal as the main means of communication for all matters except for live Bookings when passengers are on board in which case you agree to use the dedicated telephone number provided to you by Operator. The Driver Partner Portal hosts multiple other services that have been procured for you to access, use or purchase in accordance with clause 2.7 above and 4.2.4 below.
- 3.11 VSL may suspend or disengage your access to the Driver Partner App and/or the Driver Partner Portal at any time at its sole discretion, including but not limited to where VSL believes that it is found / it is alleged that:

- 3.11.1 you provided false information as part of the Driver Partner Set Up Process or at any time during the time you have used the Driver Partner App or Driver Partner Portal;
- 3.11.2 you have behaved inappropriately towards a Passenger, Corporate Account Customer, an employee of VSL or Operator, or any other member of the public;
- 3.11.3 you have acted in breach of these Terms.

4 PAYMENT TERMS

- 4.6 VSL charges a weekly fee for the Services. Details of the weekly fees are available in the Documents area of the Driver Partner Portal and will be updated as necessary and notified to you via the Driver Partner Portal. This fee is exclusive of VAT. VSL will raise a weekly invoice which is payable by you using the relevant payment cards (or such other agreed payment method) provided to you from time to time. The consideration for the provision of the Ancillary Services is subsumed within this weekly fee.
- 4.7 VSL shall, as disclosed payment collection agent, pay the Driver Partner in respect of a Journey such sum as is received by it in respect of the Journey subject to deduction of any sums due from the Driver Partner or adjustment as provided in this Agreement. Such payment shall be made on the later of date of receipt by VSL and 7 days after the Journey. Any amounts payable by or to you each week may be adjusted to reflect the following:
 - 4.7.1 any Journey Fares collected on your behalf by VSL related to Credit Card Bookings;
 - 4.7.2 any Journey Fares owed to you related to Journeys booked by Corporate Account Customers;
 - 4.7.3 any Journeys for which it has been found to the reasonable satisfaction of VSL that a Passenger has been over-charged by you;
 - 4.7.4 any payments otherwise owed by you to a Veezu Company including in relation to a Booking Fee;
 - 4.7.5 any payments otherwise owed by a Veezu Company to you, which relate to something which has been over-charged by you.
- 4.8 The weekly invoice will be sent to you by email showing the weekly charge owing by you to VSL with details of any necessary adjustments pursuant to clauses 4.2.
- 4.9 You acknowledge that VSL pays Operator a fee as principal for each Booking taken by Operator.
- 4.10 VSL and/or an Operator may from time to time offer promotions to Passengers and/or Corporate Account Customers to help marketing of its or their services. As part of this it may make funds available to Passengers and/or Corporate Account Customers to pay some or all of the Journey Fare. When it does this the funds will be made available to the Passenger and/or Corporate Account Customer and then, at the direction of such Passenger and/or Corporate Account Customer, paid on their behalf to you.

- 4.11 VSL and/or an Operator may from time to time make ex gratia payments to Driver Partners where a non-Corporate Account Passenger has not paid partly or in full. It shall do so entirely at its discretion and shall have no obligation to make up any shortfall for which you are ultimately responsible.

5 TAXES

- 5.1. You acknowledge and agree that you are required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to the provision of your transportation services as required by applicable law; and (b) provide VSL with all relevant tax information.
- 5.2. You further acknowledge and agree that you are responsible for taxes on your business income arising from the performance of transportation services. Notwithstanding anything to the contrary in this agreement, VSL may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from your provision of transportation services and/or provide any of the relevant tax information you have provided pursuant to the foregoing requirements in this Clause 5 directly to HMRC on your behalf or otherwise. You shall indemnify VSL in full against all tax claims against VSL arising from your performance of transportation services.

6 DATA PROTECTION AND PRIVACY

- 6.1 Any personal data that you supply to VSL will be processed in accordance with the Privacy Policy which can be found on the Veezu Services Limited website.
- 6.2 You agree to comply with the provisions set out in the Data Processing Agreement in Schedule 1.

7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 All intellectual property rights of any nature vesting in the Driver Partner Portal and Driver Partner App together with the underlying software codes are exclusively owned by VSL.

8 AVAILABILITY OF DRIVER PARTNER APP, DRIVER PARTNER PORTAL, DISCLAIMER OF WARRANTIES

- 8.1 VSL will use reasonable efforts to make the Driver Partner App and Driver Partner Portal available at all times (but is under no obligation to do so). You acknowledge that the Driver Partner App and Driver Partner Portal are provided over the internet and their quality and availability may be affected by factors outside VSL's reasonable control.
- 8.2 VSL, its group of companies and sub-contractors do not accept any responsibility whatsoever for any unavailability of the Driver Partner App or the Driver Partner Portal, or any difficulty in downloading or accessing content, or any other communication system failure which may result in the Driver Partner App and/or the Driver Partner Portal being unavailable.
- 8.3 To the maximum extent permitted by law, VSL hereby denies all implied warranties with regard to the Journey Booking System, Driver Partner App and the Driver Partner Portal. The (software of the) Journey Booking System, the Driver Partner App and the Driver Partner Portal is provided "as is" and "as available" without warranty of any kind.

9 LIMITATION OF LIABILITY AND INDEMNITY

- 9.1 Subject to clause 9.3, VSL is in no event liable for any direct, indirect, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of the actions or inactions of any Driver Partners, Corporate Account Customers or Passengers.
- 9.2 Subject to clause 9.3, VSL shall not with respect to its provision of the Journey Booking System, the Driver Partner App, Driver Partner Portal or the Ancillary Services, be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profits, loss of business, loss of goodwill, loss of data or for any indirect or consequential loss however arising.
- 9.3 Nothing in these Terms shall exclude or limit any liability of VSL which cannot be excluded or limited under applicable law.

10 INSURANCE

- 10.1 You shall at your own cost be solely responsible for taking out and maintaining in force, with a reputable insurer, a policy of insurance for the Vehicle ensuring that it is insured for use as a licensed private-hire vehicle or Hackney Carriage vehicle for all Journeys undertaken by you pursuant to these Terms. You shall acknowledge that we may undertake random checks to verify the existence of your insurance cover, and you agree to cooperate with us in respect of any such process.
- 10.2 It is recommended (and may in any event be a condition of your private-hire driver licence issued by your relevant Local Licensing Authority) that you also, at your own cost, take out and maintain policies of insurance, with reputable insurers, covering the liabilities which may be incurred by you arising out of your acts or omissions in connection with this agreement, and provision of transportation services hereunder including public liability insurance and equipment breakdown insurance.
- 10.3 You shall, upon request and as and when each policy of insurance is renewed, provide us with such evidence as we may reasonably require of its terms together with evidence of payment of the last premium.

11 MISCELLANEOUS PROVISIONS

- 11.1 The Terms shall be governed by and construed in accordance with the law of England and Wales.
- 11.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive authority to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.
- 11.3 VSL shall be free to appoint any other Veezu Company to perform any of its obligations and exercise any of its rights under these Terms, which shall perform such obligations and exercise such rights as sub-contractor, sub-agent or sub-intermediary as appropriate.
- 11.4 If any provision of these Terms shall be deemed unlawful, void or otherwise unenforceable, then such provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- 11.5 You shall not have the right to assign this agreement without the prior written consent of VSL. VSL may assign these terms to another entity in which case you will be notified of any changes accordingly.
- 11.6 Nothing in this agreement is intended to or shall operate to create a partnership or joint venture between the parties. Driver Partner shall have no authority to act in the name of or on behalf of VSL, or

to enter into any commitment or make any representation or warranty or otherwise bind VSL in any way (but see clause 2.8 in relation to Booking Fees on behalf of other Veezu Companies).

11.7 We may update these Terms from time to time, please check back regularly for updates.

SCHEDULE 1 – DATA PROCESSING AGREEMENT

DEFINITIONS

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union 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); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

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); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

1. DATA PROTECTION

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This schedule is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 1, Applicable Laws means (for so long as and to the extent that they apply to the Driver Partner) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, VSL is the Controller, and the Driver Partner is the Processor. Appendix 1 sets out the scope, nature and purpose of processing by the Driver Partner, the duration of the processing and the types of Personal Data and categories of Data Subject.

1.3 Without prejudice to the generality of clause 1.1, VSL will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Driver Partner and/or lawful collection of the Personal Data by the Driver Partner on behalf of VSL for the duration and purposes of this agreement.

1.4 Without prejudice to the generality of clause 1.1, the Driver Partner shall, in relation to any Personal Data processed in connection with the performance by the Driver Partner of its obligations under this agreement:

- (a) process that Personal Data only on the documented written instructions of VSL which are set out in Appendix 1 unless Applicable Laws require the Driver Partner to otherwise process that Personal Data. Where the Driver Partner is relying on Applicable Laws as the basis for processing Personal Data, the Driver Partner shall promptly notify VSL of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Driver Partner from so notifying VSL;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures

(those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of VSL has been obtained and the following conditions are fulfilled:
 - (i) VSL or the Driver Partner has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Driver Partner complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Driver Partner complies with reasonable instructions notified to it in advance by VSL with respect to the processing of the Personal Data;
 - (v) assist VSL, at VSL's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify VSL without undue delay on becoming aware of a Personal Data Breach;
 - (g) at the written direction of VSL, delete or return Personal Data and copies thereof to VSL on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this schedule and allow for audits by VSL or VSL's designated auditor and immediately inform VSL if, in the opinion of the Driver Partner, an instruction infringes the Data Protection Legislation.
- 1.5 VSL does not consent to the Driver Partner appointing any third-party processor of Personal Data under this agreement.
- 1.6 Either party may, at any time on not less than 30 days' notice, revise this schedule by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

APPENDIX 1 – PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. PROCESSING BY THE DRIVER PARTNER

1.1 SCOPE

For the purposes of undertaking Journeys, Driver Partners will have access to Personal Data such as name(s) of Passenger(s), pick up and destination address, supplied to their PDA as provided by the Passenger to the Operator. In certain circumstances, the Driver Partner may be told that a Passenger requires assistance due to a protected characteristic (the nature of such protected characteristic will not be supplied to the Driver Partner) although the nature of assistance will be explained to them.

1.2 NATURE

The nature of the processing will be the receiving and processing of Personal Data in order to fulfil a Journey as booked.

1.3 PURPOSE OF PROCESSING

To undertake Journeys.

1.4 DURATION OF THE PROCESSING

The following details will be available to the Driver Partner on accepting a Booking and until the Journey is completed: name of Passenger(s), pick up and destination address, date, time and payment type (cash, card or account). Certain details (namely, pick up and destination address, date, time and payment type (cash, card or account)) will remain in the previous jobs section of each Driver Partners' PDA indefinitely. The name of the Passenger or any contact information will not be visible on the Driver Partner App by the Driver Partner following completion of the Journey.

2. TYPES OF PERSONAL DATA

2.1. Name

2.2. Pick up addresses – which may be home addresses

2.3. Destination addresses – which may be home addresses

2.4. Personal characteristics requiring particular type of vehicle/ assistance for travelling Passenger

2.5. Personal characteristics such as health/ disability when transporting from to & from medical facilities

3. CATEGORIES OF DATA SUBJECT

3.1. Passengers

SCHEDULE 2

GENERAL TERMS AND CONDITIONS BETWEEN DRIVER PARTNER AND PASSENGER FOR JOURNEY

THESE TERMS AND CONDITIONS ARE AN EXAMPLE OF THE TERMS THAT COULD BE AGREED BY A DRIVER PARTNER AND PASSENGER IN RELATION TO A NON-CORPORATE ACCOUNT JOURNEY. THEY ARE SUGGESTED FOR EASE OF CONTRACTING AND SHALL APPLY SAVE TO THE EXTENT ADDITIONAL AND/OR ALTERNATIVE TERMS ARE AGREED BY THE DRIVER PARTNER AND PASSENGER. THE DRIVER PARTNER AND PASSENGER ARE FREE TO AGREE ADDITIONAL AND/OR ALTERNATIVE TERMS FOR THE JOURNEY BUT PLEASE NOTE THAT CERTAIN MINIMUM REQUIREMENTS (FOR EXAMPLE AS SET OUT IN CLAUSES 3, 4.1 AND 4.2) WILL APPLY AS A MATTER OF LAW WHATEVER THE TERMS OF THE SPECIAL AND ALTERNATIVE TERMS AGREED BY THE PARTIES.

BACKGROUND:

- (A) The Driver Partner shall provide the Journey for the Passenger in accordance with the terms of these General Terms and Conditions which is a contract for services.
- (B) Services under these General Terms and Conditions may, for reasons of convenience, be paid for via a third party, but the parties acknowledge and accept that any payment relating to those services shall be the ultimate responsibilities of the Passenger and paid under or in consequence of this Agreement between the Driver Partner and Passenger and not under any agreement between the Passenger and any third party.

It is agreed as follows:

DEFINITIONS AND INTERPRETATION

In these General Terms and Conditions, unless the context otherwise requires, the following definitions shall apply:

"Booking" means the process of the Passenger requesting via a Veezu Company that a Driver Partner be made available (subject to agreement between the Driver Partner and the Passenger of the terms of the actual Journey) for the provision of a Journey;

"Driver Partner" means the licensed private-hire vehicle driver or licensed Hackney Carriage vehicle driver providing transportation services under this contract;

"Journey" means the service of conveying a Passenger from one location to another in a vehicle, such locations to be agreed orally or otherwise between or on behalf of the parties;

"Passenger" means the individual being conveyed by the Driver Partner from one location to another in a vehicle; and

"Veezu Company" means any company which at the relevant time is a subsidiary or holding company of Veezu Holdings Limited of 093783537 or any subsidiary of any such holding company, and "subsidiary" and "holding company" shall have the meanings given to them by the Companies Act 2006 s1159.

1. COMMENCEMENT

- 1.1 The contract shall come into being at the moment the Driver Partner agrees with the Passenger to provide the Journey and shall terminate on completion of the Journey. Neither party shall owe the other any contractual obligations to the other relating to the Booking or Journey prior to or after that period save to the extent of payment still requiring to be made and reasonable steps being taken by the Driver Partner to return lost property.

2. DRIVER PARTNER'S OBLIGATIONS

The Driver Partner shall:

- 2.1 Provide the Journey in a professional manner with due skill, care and diligence, maintain high standards of professionalism, service and courtesy; and
- 2.2 Comply with Local Authority Licensing Conditions and statutory obligations relating to road and passenger safety applicable to the Driver Partner.
- 2.3 Charge the Passenger the applicable fare for the Journey as confirmed at the end of the Journey on the Driver Partner App.
- 2.4 Accept the payment method notified on the Booking.
- 2.5 Where applicable collect any Veezu Company Booking Fee from the Passenger as collection agent for the relevant Veezu Company;
- 2.6 Collect any other charges payable by the Passenger to any Veezu Company.

3. PASSENGER OBLIGATIONS

The Passenger shall:

- 3.1 Not endanger or threaten to endanger the Driver Partner or damage or threaten to damage the Driver Partner's property including any vehicle;
- 3.2 Comply with applicable road safety laws;
- 3.3 Pay the fare for the Journey using the payment method they specified at the time of Booking where relevant;
- 3.4 Pay such other costs as may apply where the Journey involves car park charges, tolls, wait times or extras;
- 3.5 Where applicable pay any Veezu Company Booking Fee to the Driver Partner as collection agent for the relevant Veezu Company; and
- 3.6 Comply with such health and safety requirements (including the wearing of face masks) as may be notified to the Passenger.

4. DRIVER PARTNER'S STATUS

- 4.1 The parties acknowledge that the Driver Partner is not an employee of, or worker in relation to, of the Passenger or any Veezu Company and is a licenced professional driver operating on a self-employed basis and accordingly the Driver Partner shall, subject to working towards meeting the Passenger's objectives relating to the Journey, determine generally how the Journey shall be supplied.

GENERAL

- 6.1 The Passenger's obligation to pay is discharged by making payment in accordance with this Agreement
- 6.2 Where any Booking Fee is payable by the Passenger to any Veezu Company, the Passenger shall, unless required otherwise by that Company, pay the Driver Partner who shall receive that Booking Fee as agent for the relevant Company.
- 6.3 These General Terms and Conditions constitute the entire agreement between the parties and supersedes all previous agreements and arrangements (if any) whether written, oral or implied between the Passenger and the Driver Partner relating to the Journey.

- 6.4 These General Terms and Conditions and the provision of the Journey shall be governed by and construed in all respects in accordance with English law and the Courts of England and Wales shall have exclusive authority.

SCHEDULE 3

NOTIFICATION RELATING TO YOUR BUSINESS RELATIONSHIP WITH VEEZU OPERATOR ("VEEZU OPERATOR")

You have access to a Driver Partner App, Journey Booking System and Driver Partner Portal under the terms of your agreement with Veezu Services Limited ("VSL").

The Operator ("Veezu Operator") has been appointed by VSL to provide access, as a licensed private-hire operator, to Bookings for driver partners including you. Please note that Veezu Operator may trade under a local brand name (e.g., Amber Cars, Dragon Taxis, Veezu, A2B Cars, Go Carz, Panther Taxis, ABC Taxis, Britannia).

This document is an information sheet which confirms the arrangement under which Veezu Operator acts as the private-hire operator relating to Journeys undertaken by you in the area in which you operate, effectively as your compliance partner for private-hire operations. Please note that these terms apply to you as a supplement to the Terms & Conditions of Business which you have agreed with VSL and are issued to you by VSL as an agent for Veezu Operator.

The defined terms referred to below are the same as those used in the Driver Partner Terms & Conditions of Business you have agreed with VSL.

1. Veezu Operator is the licensed private-hire operator in respect of Bookings accepted via the Driver Partner App in the area in which you operate.
2. In its capacity as the Private Hire Operator for those Bookings, Veezu Operator will do the following:
 - 2.1. fulfil the regulatory obligations applicable to it as a Private Hire Operator - it is the regulated bookings operator with whom you engage in relation to bookings for potential Journeys via the Driver Partner App;
 - 2.2. fulfil the regulatory obligations arising from your relationship with VSL as a self-employed private-hire vehicle driver in undertaking transportation services relating to Bookings via the Driver Partner App;
 - 2.3. process your Personal Data in accordance with the Driver Partner Privacy Policy to which you have previously agreed.
3. In its capacity as private-hire operator, Veezu Operator will invite and process the following types of Bookings:
 - 3.1. Cash Bookings
 - 3.2. Credit Card Bookings
 - 3.3. Corporate Account Bookings
4. For Cash Bookings and Credit Card Bookings, you are the principal in relation to any Journey Agreements agreed by you with any Passenger. If you proceed with the Journey you will enter into a direct contractual relationship with the Passenger. Veezu Operator will connect you with the Passenger. Any fare payable for any Journey you agree by way of a cash payment will be payable to you directly from the Passenger or will be payable as a credit card payment via VSL in the following Weekly Access Fee payment cycle.

5. For Corporate Account Bookings, Veezu is the principal and it will enter into a direct contractual relationship with the Corporate Account Customer. You will act as the sub-contractor of Veezu in undertaking the Journey. You will not have any direct contractual relationship with the Corporate Account Customer. You will receive the fare payable for the Journey via VSL in the following Weekly Access Fee payment cycle.
6. You should read this supplemental notice in conjunction with your Terms & Conditions of Business with VSL. By accepting those Terms and Conditions you confirm your understanding of the above.