



PARTNER TERMS

BY REGISTERING AND SIGNING THE PARTNER REGISTRATION FORM, THE PARTNER HEREBY ACKNOWLEDGES, ACCEPTS AND AGREES TO THE FOLLOWING TERMS AND CONDITIONS ("PARTNER TERMS"):

1. DEFINITIONS, INTERPRETATION, SCOPE AND CHANGE OF THE PARTNER TERMS

1.1 Definitions and interpretation

1.1.1 In addition to the terms defined elsewhere in these Partner Terms, the following definitions apply, unless the contrary intention appears:

"Account" means the account created by the Partner upon the Partners registration with getTOD, use of which is regulated by the Terms;

"Affiliated Company" means a company that directly or indirectly is under control of or controls that relevant Party, by having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights.

"App" means the software application owned, controlled, managed, maintained, hosted, licensed and/or designed by getTOD (or its Affiliated Companies) to run on smartphones, tablet computers and/or other devices, through which the Service is made available.

"Change Notice" has the meaning as set out in Clause 5.3.

"Charge" means the amount (including applicable Taxes and Fees) that the Partner is entitled to charge the Customer for the Service, based on the recommended rate/s for the City as set out on the App or in the PRF.

"Chargeback" means any Transaction that is forcibly reversed or charged back to the Partners Account;

"City" means the state, city, municipality, place, region or territory as set out in the PRF in which the getTOD Service shall be made available by the Partner.

"Commission" means the remuneration to getTOD for the Service provided by the Partner/Provider.

"Customer" means a person who has signed up and is registered with getTOD for the use of the App and/or the Service.

"Data" means all data with regard to or transmitted using the Device, the App, the Provider App, the Service or the Provider ID, or data relating to the Customer, the Provider and/or the Service.

"Device" means the relevant smartphone or such other device used by the Provider in order to use and have (limited) access to the Service and enable and provide the getTOD Service to the Customers. This includes any device that may be given or loaned to the Provider and/or Partner by getTOD.

"getTOD" means getTOD Limited, a private limited liability company incorporated under the law of England and Wales.

"getTOD Service" means the agreed service, as agreed with getTOD and as provided, made available or rendered by the Partner (through the Provider (as applicable)) upon request of the Customer.

"Indirect Taxes" means VAT, GST, or any other consumption, sales or use tax or any other similar transaction taxes.

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"Intellectual Property Right" means any patent, copyright, invention, database right, design right, registered design, trade mark, trade name, brand, logo, slogan, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name (under whatever extension, e.g. .com, .co.za, .nl, .fr, .eu, etc.) or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction anywhere in the world.

“Partner Bank Account” means the bank account of the Partner / Provider as indicated in that Partner’s Account;

"Party" means the Partner or getTOD (collectively the **"Parties"**).

"Partner" means the party having sole responsibility for the getTOD Service as set out in the PRF.

“Partner Agreement” means the PRF, the Partner Terms (as amended from time to time) and any appendixes, schedules and annexes thereto.

“PRF” means Partner Registration Form

"Provider" means the person who is an employee or business partner of, independent contractor of, or otherwise retained by the Partner and who shall render the getTOD Service of whom the relevant (contact) details (including proof of identity documentation) are provided to getTOD and its affiliated companies.

“Provider App” means the software application owned, controlled, managed, maintained, hosted, licensed and/or designed by getTOD (or its Affiliated Companies) to run on the Device.

“Provider ID” means the identification and password key allotted by getTOD to a Provider by which the Provider can access and use the Provider App and Device.

"Service" or **“Services”** means the on-demand or future booking, intermediary service through the App, SMS (text messaging), web based requests or such other platforms, communication media or channels as –from time to time– operated and made available by or on behalf of getTOD that allows a Customer to request getTOD Service from such a Provider (who shall render the getTOD Service on behalf of the Partner) as available to and accepted by the Customer.

“Transaction” means a transaction in terms of which the Partner or Provider provides delivers a Service to, a Customer and in consideration for which that Customer has tendered payment to a Partner / Provider;

"Taxes and Fees" means VAT or sales taxes (as applicable) and such other applicable national, governmental, provincial, state, municipal, local or other applicable taxes, levies, tax-like assessments, (waiting) fees, Toll Charges (including surcharges thereon) or any other charges levied by any competent authority or agency in relation to the getTOD Service.

“Terms” means the terms and conditions as set out in this agreement;

"Toll Charges" means any and all road, bridge, ferry, tunnel and airport toll charges, including inner-city congestion, environmental or similar charges.

"Vehicle" or **“Machinery”** means any motorized or unmotorized vehicle, tools or machinery (whether powered by an internal combustion or an electrical engine) that is in safe and cleanly condition and fit for physical use for the provision of the Service.

“Website” means the getTOD website, www.gettod.com

1.1.2 These Partner Terms (as amended from time to time) form an integral part of the PRF and must be read in conjunction with the PRF (including all appendixes, schedules and annexes). getTOD – acting reasonably and giving reasonable (not less than seven (7) days’) prior notice to the Partner – reserves the right to modify the Partner Terms (including the appendixes, schedules and annexes) or its policies relating to the Service, the App, the Provider App or the Device by posting an updated version of this Partner Agreement through the Website, the Provider App or the Device or by providing the Partner with a copy of the amended Partner Terms.

2 SCOPE

2 SCOPE

2.1 Role of getTOD

2.1.1 Partner acknowledges and agrees that getTOD, and its affiliates, does not provide any physical services, and that getTOD, and its affiliates, is not a physical service provider. getTOD offers information and a tool to connect Customers seeking services to Providers who can provide the required service/s. , and it does not and does not intend to provide physical services or act in any way as a physical service provider. getTOD has no responsibility or liability for any physical services provided by the Partner or the Providers to third parties (including the Customers). The Partner and/or the Providers will be solely responsible for any and all liability which results or is alleged to be as a result of the provision of the Service, including, but not limited to personal injuries, death and property damage. Partner agrees to indemnify, defend and hold getTOD and its affiliates harmless from and against any (potential) claims or (potential) damages incurred by any third party, including the Customer or the Provider, raised on account of the provision of the getTOD Service. By providing the getTOD Service to the Customer, the Partner accepts, agrees and acknowledges that a direct legal relationship is created and assumed solely between the Partner and the Customer. getTOD and its affiliates shall not be responsible or liable for the actions, omissions and behaviour of the Customer in or in relation to the Partner, the Provider, the Services and the Vehicle and/or Machinery.

The Providers are solely responsible for taking reasonable and appropriate precautions in relation to any third party with which they interact in connection with the getTOD Service.

Where this allocation of the Parties' mutual responsibilities may be ineffective under applicable law, the Partner undertakes to indemnify, defend and hold getTOD and its affiliates harmless from and against any claims that may be brought against getTOD in relation to the Partner's provision of the getTOD Service under such applicable law.

2.2 Relationship with Partner/Providers

2.2.1 Notwithstanding the Partner's right, if applicable, to take recourse against the Provider, the Partner acknowledges and agrees that he is at all times responsible and liable for the acts and omissions of the Provider (s) vis-à-vis the Customer and getTOD, even where such vicarious liability may not be mandated under applicable law. The Partner represents and undertakes to procure that the Provider shall comply with, adhere to and observe the Partner Terms and all applicable laws, regulations, rules, statutes or ordinances governing or otherwise relating to the getTOD Service. To the extent required, the Partner hereby agrees and procures that the rights, covenants, undertakings, representations and obligations of the Provider as set out in this Agreement shall apply to, and be assumed, accepted and taken over by the Provider. The Partner acknowledges and agrees that he will retain and, where necessary exercise, sole control over the Provider and comply with all applicable laws and regulations (incl. tax, social security and employment laws) governing or otherwise applicable to his relationship with the Provider. getTOD does not and does not intend to exercise any control over the Provider (or the Partner's) actions or the operation or physical condition of the Vehicle/Machinery or any vehicles or machinery used in providing the Service – except as provided under the Agreement - and nothing in the Agreement shall create an employment relationship between getTOD and the Partner and/or the Provider or create either of them an agent of getTOD. The Partner acknowledges and agrees that he has no authority to bind getTOD and undertakes not to hold himself out and to procure that the Provider does not hold himself out, as an agent or authorized representative of getTOD. Where, by implication of mandatory law or otherwise, the Provider and/or the Partner may be deemed an agent, employee or representative of getTOD, the Partner undertakes and agrees to indemnify, defend and hold getTOD and its affiliates harmless from and against any claims by any person or entity based on such implied employment or agency relationship.

2.3 Registration and Formation of Account

2.3.1 The Partner is required to register with getTOD through the Website before the Partner will be entitled or able to use the getTOD Service.

2.3.2 When submitting a registration application to getTOD, the Partner is required to provide all of the information required in the registration form and will be explicitly required to agree to these Terms. getTOD and its affiliates reserve the right to check all information provided by the Partner against public records. getTOD may also request a formal interview with a Partner prior to authorising the registration of a Partner.

2.3.3 Upon successful registration, the Partner will be provided with an email notification from getTOD confirming the details of the Partners Account. getTOD shall, in its sole and absolute discretion, be entitled to refuse to register any Account.

2.3.4 Upon registration by the Partner referred to in this clause 2.3, a contract will have been formed between the Partner and getTOD on the Terms

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2.3.5 The Partner will be able to access the Terms at any time on the Site.

3. PARTNER RIGHTS AND OBLIGATIONS

3.1 Use of and access to the Provider App

3.1.1 getTOD (and its Affiliated Companies and licensors, where applicable) shall own and have all rights (including Intellectual Property Rights) in and to the Device, the App, the Provider App, the Service, the Provider ID and the Data. Insofar the Partner and/or Provider may, by operation of applicable law or otherwise, obtain any rights (including Intellectual Property Rights) in relation thereto, these rights shall be and are hereby transferred (insofar permitted under the applicable law, in advance) to getTOD (rights obtained by any Provider should be transferred via the Partner). Where a transfer may not be permissible under the applicable mandatory law, the Partner hereby undertakes to grant and to procure that the Provider grants getTOD a perpetual, exclusive (exclusive also with regard to Partner and/or Provider), world-wide and transferable right and license under any such non-transferable rights.

3.1.2 getTOD hereby grants the Partner (and to the extent required, the Provider) a limited, revocable, non-exclusive, royalty free, non-transferable and non-assignable right to use the Provider App, and where applicable, the Device during the term of this Agreement solely for the purpose of having (limited) access to the Service with the sole purpose to provide and render the getTOD Service in and/or from within the City to and for the benefit of the Customers. All rights not expressly granted to the Partner are reserved by getTOD, its Affiliated Companies or its licensors (as the case may be).

3.1.3 Partner undertakes that it will, and that it will ensure that its Provider(s) will, safeguard, protect and keep the Provider ID at all times confidential and safely stored and shall not disclose it to any person other than those who need to have access to the Provider ID in order to render and/or provide the getTOD Service. The Partner shall immediately notify getTOD of any (suspected) security breach or improper use of the Provider ID and/or Provider App.

3.1.4 The Partner undertakes that it will not and that it will ensure that the Provider does not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit, dispose of or make available to any third party the Service, the Device (where applicable), the Provider App or App in any way, (ii) modify or make derivative works based upon the Service, the Device, the Provider App or App, (iii) for other purposes of the provision of the Service under the terms of this Agreement and the instructions of getTOD or (iv) modify, decompile, reverse engineering or disassemble, except as allowed under the applicable mandatory law.

3.1.5 The Partner will immediately notify a (suspected) security breach or improper use of the Device (where applicable), the Provider App or the Data to getTOD.

3.1.6 The Partner acknowledges and agrees that the App, the Provider App or the Service may, from time to time, be unavailable (e.g. due to scheduled maintenance or system upgrades) and that getTOD cannot, and does not, guarantee a specific or minimum availability of the App, the Provider App or the Service.

4. GETTOD RIGHTS AND OBLIGATIONS

4.1 Provider ID

4.1.1 getTOD will issue a Provider ID per Provider to the Partner to enable Partner and/or the Provider (as applicable) to access and use the Provider App and the Device in accordance with the Partner Terms. getTOD will have the right, at all times and at getTOD' sole discretion, to reclaim, prohibit, limit or otherwise restrict the Partner and/or the Provider from accessing or using the Provider App or the Device. getTOD may charge a fee for the use of the Device or request a retainer fee and/or a security deposit per Device before issuing the Partner with a Device per Provider .

4.2 Transportation

4.2.1 getTOD will provide information to the Provider via the Provider App indicating the location of Customer ("A"). The Customer shall inform the Provider of the location of the applicable destination for the Services to be rendered ("B"). Partner acknowledges and agrees that getTOD may provide further specific information regarding the Partner with regard to the getTOD Service.

4.2.2 The Partner acknowledges and agrees that he and the Provider are solely responsible for taking such precautions as may be reasonable and proper (including taking out adequate insurance in

4.2.2 The Partner acknowledges and agrees that he and the Provider are solely responsible for taking such precautions as may be reasonable and proper (including taking out adequate insurance in conformity with standard market practice and in conformance with any applicable regulations or other licensing requirements) regarding any acts or omissions of the Customer.

4.3 Provider and Customer review

4.3.1 Customers who have used the getTOD Service will be asked by getTOD to comment on the getTOD Service and to provide a score for the getTOD Service and the Provider. getTOD reserves the right to post these comments and scores on the App or the Website (or such other platforms as owned, managed, controlled or managed by getTOD). getTOD shall also request the Partner and/or the Provider to comment on and to provide a score for the Customer on the Provider App. Partner will and will procure that its Providers will provide accurate and objective feedback that does not violate any applicable laws and regulations.

4.3.2 The Partner acknowledges that getTOD is a distributor (without any obligation to verify) and not a publisher of these comments and scores. getTOD reserves the right to refuse, edit or remove unfavourable reviews in the event that such reviews include obscenities or mention an individual's name or violate any privacy laws or any other applicable laws and regulations. Beyond the legal and regulatory requirements, getTOD shall not have and hereby disclaims any liability and responsibility for the content and consequences of (the publication or distribution of) any comments, scores or reviews howsoever or whatsoever.

4.3.3 In case of a complaint, dispute or conflict between the Partner or the Provider on the one hand and the Customer on the other hand or in other appropriate instances where a legitimate reason for such disclosure exists, getTOD may, but shall not be required to, – to the extent permitted by applicable laws and regulations – provide the Customer, Partner, the Provider and/or the relevant authorities the relevant data (including personal data) of the Partner, the Provider or the Customer.

4.3.4 The Partner will, and will procure that the Provider will:

- a. support getTOD in all communications;
- b. if requested by getTOD, actively engage other Partners or Providers;
- c. refrain from speaking negatively on getTOD's business and business concept in public.

5. COMPENSATION AND PAYMENT

5.1 Charges

5.1.1 The Charge for the Provider Service can be found on the App or can at any time be communicated to the Partner by getTOD. These Charges are inclusive of Indirect Taxes, which Indirect Taxes will be due and will have to be paid by the Partner at the applicable Indirect Tax rate of the country in which the getTOD Service takes place. The Charges are recommended, maximum rates.

5.1.2 The Charge is generally paid for by the Customer by credit card. The Partner authorizes getTOD to use the credit card information of the Customer to process payment of the Charge for and on his behalf. getTOD shall endeavour to transfer all monies to the Partner within [48] hours of confirmation from the Customer that there is no dispute over the Service Provided. In the case of a dispute between the Customer and the Provider, the Partner authorizes getTOD to withhold the Charge until such time as this dispute is considered by getTOD to be settled. In addition getTOD shall, at any time, be entitled to temporarily suspend or delay any payments to the Partner or designate an amount of funds that getTOD must maintain in a reserve account to secure the Partners payment obligations in terms of the Partners use of a Service (including, for the avoidance of Chargebacks).

5.1.2.1 Chargebacks

A Chargeback may be initiated if the Transaction –

- i) is disputed;
- ii) is reversed for any reason by the issuer of the relevant credit card, or a Partner's/Privder's or getTOD's financial institution;
- iii) was not authorised or getTOD any reason to believe that the Transaction was not authorize; or
- iiii) is allegedly unlawful, suspicious, or in violation of the Terms.

If any Transaction that results in a Chargeback, getTOD may withhold the Chargeback

iii) is allegedly unlawful, suspicious, or in violation of the Terms.

If any Transaction that results in a Chargeback, getTOD may withhold the Chargeback amount in a reserve account and may deduct the amount of any Chargeback, from any proceeds due to the Partner or, if this is insufficient, from the Partner Bank Account.

If the Partner have pending Chargebacks, or if getTOD reasonably believes that a Chargeback is likely with respect to any Transaction, getTOD shall be entitled to withhold the amount of the potential Chargeback from any payments otherwise due to the Partner until -

- i) a Chargeback is assessed due to a Customer's complaint, in which case getTOD will retain the funds and/or not pass the funds on to the Partner;
- ii) the period of time under applicable law or regulation by which the Customer may dispute that the transaction has expired; or
- iii) getTOD has determined that a Chargeback on the Transaction will not occur.

If getTOD is unable to recover any amounts related to a Chargeback for which the Partner are liable, the Partner will pay getTOD the full amount of the Chargeback immediately upon demand and in this regard the Partner agree to pay all costs and expenses, including without limitation attorneys' fees (on the attorney and own client scale) and other legal expenses, incurred by or on behalf of getTOD in connection with the collection of such amounts.

When requested by getTOD, the Partner shall, at the Partners expense, investigate any Transactions. In this regard, the Partner permits getTOD to share information about a Chargeback with the Customer, the Customer's financial institution, and the Partners financial institution in order to investigate and/or mediate a Chargeback. We will request necessary information from the Partner to contest the Chargeback.

5.2 Commission

5.2.1 getTOD (or its Affiliated Companies and licensors, where applicable) will be paid the Commission per Service at a percentage as agreed in the PRF. The Commission is calculated as a percentage of the Charge including Indirect Taxes, irrespective of a lower rate as may be agreed between the Partner/Provider and getTOD on the one hand and the Customer on the other hand for a Service. The Charge (or the lower rate as agreed with the Customer) will be collected by getTOD for and on behalf of the Partner. The Commission will be paid by the Partner by way of deduction from the Charge (or the lower rate) upon collection of the Charge, and subject to any Chargebacks, by getTOD for and on behalf of the Partner. The Commission will at all times be based on the Charge (irrespective of any lower rate granted by the Partner to the Customer pursuant to Clause 5.1.1). The Partner agrees and undertakes to pay to getTOD the Commission on all Charges payable in connection with the getTOD Service.

5.2.2 The Commission calculated on the basis of Clause 5.2.1. will be exclusive of Indirect Taxes. For Indirect Taxes will be calculated on top of the Commission at the general Indirect Taxes rate of the City. For all other countries the Service rendered by getTOD is considered taxable for Indirect Taxes in the country in which the Partner has established his business or has a permanent establishment to which the Service is rendered. The Indirect Taxes will be due by and will have to be paid by the Partner, on the basis of the so-called 'reverse charge mechanism' to which getTOD's invoices will refer.

5.2.3 For all countries the Service rendered by getTOD may be considered taxable for Indirect Taxes in the country in which the Partner has established his business or has a permanent establishment to which the Service is rendered. If any Indirect Taxes are required to be charged by getTOD to the Partner, the Partner will pay getTOD the Indirect Taxes in addition to the Commission amount. If under local tax law any Indirect Taxes are payable by the Partner, the Partner shall be responsible for paying the Indirect Taxes without recourse to getTOD.

5.3 Change Agreement, Commission and Charge, getTOD may at any time or times notify the Partner of a proposed amendment of or change to the Partner Terms, the agreed Commission and/or the Charge (a "**Change Notice**"). If the Partner does not object to such Change Notice within seven (7) days after receipt thereof, he shall be deemed to have accepted the changes comprised in the Change Notice. If Partner objects to the changes/amendments comprised in the Change Notice, getTOD may terminate the Partner Agreement with Partner for cause, with immediate effect and without having to compensate Partner in any way.

5.4 Invoicing and payment terms

5.4.1 Payment of the Commission shall be made in accordance with the payment method as mutually agreed upon by Parties

5.4.1 Payment of the Commission shall be made in accordance with the payment method as mutually agreed upon by Parties.

5.4.2 getTOD operates, and the Partner accepts, a system for receipts being issued by getTOD for and on behalf of the Partner to the Customer. The receipts, which are issued by getTOD for and on behalf of the Partner to the Customer shall be sent in copy by email or made available online to the Partner. The Partner ensures that the Provider checks the correctness of the receipts to the Customer within three (2) business days after each Service. After this term getTOD is not liable for any mistakes in the invoices.

5.4.3 getTOD, as an agent of the Partner, is in no circumstances liable for any Indirect Taxes that the Partner has to pay to the authorities in case an incorrect Indirect Tax rate has been applied to the Charge for the Service.

5.5 Tax gross-up

5.5.1 All payments to be made by the Partner under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority. If the Partner is compelled to make any such deduction or withholding, it will pay to getTOD such additional amounts as are necessary to ensure receipt by getTOD of the full (net) amount as set out in the invoice which getTOD would have received but for the deduction. The Partner is responsible and liable for the payment and remittance of any taxes, levies, imports, duties, charges, fees, Toll Charges and withholdings over and above the full (net) payment due by the Partner to getTOD.

6. REPRESENTATIONS

6.1 Partner/Provider representations

6.1.1 The Partner represents and shall procure that the Provider shall represent, to getTOD that for the term of this Agreement:

(i) they hold, comply and shall continue to hold and comply with all permits, licenses and other governmental authorisations necessary for conducting, carrying out and continuing their activities, operations and business in general and the getTOD Service in particular;

(ii) they shall comply with all local laws and regulations, including the laws related to the provision of a Service and will be solely responsible for any violations of such local laws and regulations;

(iii) the Provider is authorized to operate the Device, Vehicle and/or Machinery in relation to the provision of the Service and has all the appropriate licenses, approvals and authority, where applicable, to provide the Service to third parties in the City where the getTOD Service is rendered or performed;

(iv) they have appropriate and up-to-date level of expertise and experience to enable and provide the getTOD Service and the getTOD Service will be supplied, provided and supported by appropriately qualified and trained Providers acting with due skill, care and diligence;

(v) the Partner and the Provider have and maintain a valid policy for the appropriate (transportation, personal injury, third party or general) liability insurance and such other insurances as are considered market practice (all in industry-standard coverage amounts) for the operation of the Vehicle/Machinery and/or business insurance to cover any anticipated risks, damages and losses related to the operation of the Vehicle/Machinery and/or provision of the Service where applicable (including the getTOD Service). The Partner shall upon first request of getTOD provide getTOD with a copy of the insurance certificates;

(vii) the Provider and the Vehicle/Machinery comply at all times with the quality standards set by getTOD, which quality standards have been made available or upon request can be made available to Partner and/or the Provider .

6.2 Disclaimer

6.2.1 getTOD provides, and the Partner and Provider accept, the Service, the Device (where applicable) and Provider App on an "as is" and "as available" basis. getTOD does not warrant or guarantee that the Partner, the Provider or the Customer's access to or use of the Service, the Website, the Device, the App or the Provider App will be uninterrupted or error free.

guarantee that the Partner, the Provider or the Customer's access to or use of the Service, the Website, the Device, the App or the Provider App will be uninterrupted or error free.

6.3 Partner/ Provider indemnifications

6.3.1 The Partner agrees and undertakes and procures that the Provider will indemnify, defend and hold getTOD (and its Affiliated Companies and employees and, at the request of getTOD, getTOD's licensors, suppliers, officers, directors and subcontractors) harmless from and against any and all claims, demands, expenses (including legal fees), damages, penalties, fines, social contributions and taxes by a third party (including Customers, regulators and governmental authorities) directly or indirectly related to this Agreement, except where such claims relate to a culpable breach of getTOD's obligations under this Agreement.

6.3.2. The Parties expressly agree that this Agreement cannot be regarded as an employment agreement or employment relationship and that getTOD is an agent of the Partner or the Provider, exclusively providing an intermediary service to the Partner in return for a Commission.

6.3.3. In all other cases than Clause 6.3.2, getTOD is entitled to withhold employer taxes and social security premiums on all payments to be made to the Partner. In that case, all past, present and future payments to the Partner pursuant to this Agreement shall be regarded as gross salary payments subject to employer taxes and social security premiums. The Partner shall indemnify and hold getTOD harmless for all taxes and contributions in that respect, plus interest, penalties and costs, payable within 14 days after of a written request to that extent by getTOD.

7. LIABILITY

7.1 getTOD is not responsible for, and excludes any and all liability for any type of damages, losses (including direct, indirect, consequential, punitive, special damages or losses, etc.), claims, demands, expenses (including legal fees), damages, penalties and fines (including third party) directly or indirectly related to the Partner Agreement, including for: (i) the Device, the App, the Provider App, the Service and the Data, (ii) the Service, the Service and the Vehicle/Machinery, (iii) any damages or dangers associated with the execution of the Partner Agreement, (iv) acts or omissions of the Customer (including payment), (v) the content and consequences of (the publication or distribution of) any comments, ratings or reviews about the Partner or the Provider and (vi) the termination of the Partner Agreement for any reason whatsoever.

7.2 If the disclaimer of liability by getTOD as set out in Clause 7.1 shall, for some reason, not have any effect, the maximum aggregate liability of getTOD vis-a-vis the Partner and its Providers collectively, is limited to £500.

7.3 All defenses (including limitations and exclusions of liability) in favour of getTOD apply (i) regardless of the ground upon which a liability is based (whether default, tort or otherwise), (ii) irrespective of the type of breach of obligations (guarantees, contractual obligations or otherwise), (iii) for all events and all agreements together, (iv) insofar no event of wilful misconduct or gross negligence of getTOD or its management has occurred, and (v) also for the benefit of its Affiliated Companies and employees and, at the request of getTOD, getTOD's licensors, suppliers and subcontractors.

8. TERM, TERMINATION AND SUSPENSION

8.1 This Partner Agreement shall commence on the date specified in the PRF, for an indefinite period of time, unless terminated by either Party by written notice with due observance of a notice period of seven (7) calendar days. The Partner Agreement terminates automatically, without any notice requirement, at such moment when the Partner and/or its Providers no longer qualifies, under the applicable law or the quality standards of getTOD, to provide the getTOD Service.

8.2 Each Party may terminate the Partner Agreement or suspend the Partner Agreement in respect of the other Party, with immediate effect and without a notice of default being required in case of:

- (a) a material breach by the other Party of any term of the Partner Agreement (e.g. breach of representations, insolvency or receipt of a significant number of Customer complaints); or
- (b) (filing or submission of request for) bankruptcy or suspension of payment (or similar action or event) in respect of the other Party.

8.3 Upon termination of the Partner Agreement, the Partner and/ or the Provider shall promptly return all Devices and Data provided to either of them by getTOD without withholding a copy thereof.

9. CONFIDENTIALITY

9.1 Parties understand and agree that in the performance of this Partner Agreement, each Party may have access to or may be exposed to, directly or indirectly, confidential information of the other Party

9.1 Parties understand and agree that in the performance of this Partner Agreement, each Party may have access to or may be exposed to, directly or indirectly, confidential information of the other Party (the "**Confidential Information**"). Confidential Information includes Data, transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information that either a disclosing Party designates as being private or confidential or of which a receiving Party should reasonably know that it should be treated as private and confidential.

9.2 Each Party agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing Party and receiving Party shall not use any Confidential Information for any purpose except in furtherance of this Agreement; (b) it shall maintain, and shall use prudent methods to cause its employees, officers, representatives, contracting parties and agents (the "**Permitted Persons**") to maintain, the confidentiality and secrecy of the Confidential Information; (c) it shall disclose Confidential Information only to those Permitted Persons who need to know such information in furtherance of this Partner Agreement; (d) it shall not, and shall use prudent methods to ensure that the Permitted Persons do not, copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Confidential Information; and (e) it shall return or destroy all ((hard and soft) copies of) Confidential Information upon written request of the other Party.

9.3 Notwithstanding the foregoing, (a) Confidential Information shall not include any information to the extent it (i) is or becomes part of the public domain through no act or omission on the part of the receiving Party, (ii) was possessed by the receiving Party prior to the date of this Partner Agreement, (iii) is disclosed to the receiving Party by a third party having no obligation of confidentiality with respect thereto, or (iv) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, and (b) nothing in this Agreement shall prevent, limit or restrict a Party from disclosing this Partner Agreement (including the any technical, operational, performance and financial data (but excluding any Customer Data)) in confidence to an Affiliated Company.

9.4 For the purpose of rendering the Service, the Partner explicitly agrees and acknowledges, and procures that the Provider agrees and acknowledges, that the Provider who is available for the getTOD Service or performing the getTOD Service shall be monitored and traced through the Provider App via GPS tracking. The Device and the relevant details of the Provider and the Service and the position of the Provider shall be disclosed to the Customer on the App. The Data relating to the Service are monitored and retained by getTOD for complaints by Customers or Providers, as well as for analytical, marketing and commercial purposes of getTOD.

10. MISCELLANEOUS

10.1 If any provision of this Agreement is or becomes invalid or non-binding, the Parties shall remain bound by all other provisions hereof. In that event, the Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

10.2 Neither Party shall be entitled to assign, transfer, encumber any of its rights and/or the obligations under this Agreement without the prior written consent of the other Party, provided that getTOD may assign, transfer, encumber any of its rights and/or the obligations under this Agreement (in whole or in part or from time to time) to an Affiliated Company without the prior written consent of the Partner or the Provider.

10.3 This Agreement (including the schedules, annexes and appendixes, which form an integral part of this Agreement) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, ((non) binding) offers, undertakings or statements regarding such subject matter.

10.4 The original English version of these Partner Terms may have been translated into other languages. The translated version of the English Partner Terms is a courtesy and office translation only and the Partner and/or the Provider cannot derive any rights from the translated version. In the event of a dispute about the contents or interpretation of these terms and conditions of this Partner Agreement or in the event of a conflict, ambiguity, inconsistency or discrepancy between the English version and any other language version of these Partner Terms, the English language version shall prevail, apply and be binding and conclusive. The English version shall be used in legal proceedings. The English version shall be sent to the Partner upon written request.

11. GOVERNING LAW AND JURISDICTION

11.1 The Agreement and these Conditions shall be governed by and construed in accordance with the law of England and Wales.

11.2 Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any

11.2 Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.†

11.3 Without prejudice to Clause 11.2, the parties may agree to alternative methods of dispute resolution, including submission of any dispute regarding fees to the Voluntary Joint Tribunal on Barristers' Fees where the Authorised Person is a solicitor.†

†The parties are reminded that if a judgment or a Voluntary Joint Tribunal's award is not fully paid within 30 days, the Barrister may request the Chairman of the General Council of the Bar to include the solicitor on the List of Defaulting Solicitors.