

GROUND TRANSPORTATION PLATFORM SERVICES AGREEMENT

GENERAL T&CS

1. INTRODUCTION

- 1.1 **Agreement Documents:** These General T&Cs form part of the Agreement. This “**Agreement**” is made up of the Contract Front Sheet, these General T&Cs, the Partner Operating Document and any other documents appended to or incorporated by reference into the aforementioned documents. If there is a conflict between any of these documents, it should be resolved by applying the documents in the stated order (prevailing document first).

2. DEFINITIONS AND INTERPRETATION

- 2.1 **Definitions:** The following definitions are used in the Contract Front Sheet and these General T&Cs:

TERM	DEFINITION
Acquired Customer	means a Customer that has entered into a contractual relationship with the Partner (or, where relevant, the Related Party) to provide the Transportation Services, in relation to which, Booking.com has been remunerated for facilitating such Customer acquisition (i.e. via Booking.com's Commission for provision of the Booking.com Services).
Additional Agreed Currency	has the meaning given to it in the Contract Front Sheet.
ADR Notice	has the meaning given to it in Clause 25.16 (<i>P2B Mediation</i>).
Affiliate	means, in relation to a party, any other entity which directly or indirectly has Control, is under the Control of, or is under direct or indirect common Control with that party from time to time.
Affiliate Partner	means Booking.com Affiliates and third party forward distribution and white label partners of Booking.com or its Affiliates.
Agreed Currency	has the meaning given to it in the Contract Front Sheet.
Agreement	means this agreement described in Clause 1.1 (<i>Agreement Documents</i>) of these General T&Cs.
Applicable Data Protection Law	means the UK General Data Protection Regulation and UK Data Protection Act 2018 (as may be amended, extended or re-enacted from time to time), the General Data Protection Regulation 2016/679 (as may be amended, extended or re-enacted from time to time and as it forms part of English law by virtue of the European Union (Withdrawal) Act 2018), and any similar applicable legislation in relation to privacy, data protection, e-Privacy and/or marketing that applies to the Parties or the data processing that this Agreement may imply.
Applicable Law	means any law applicable to the performance of this Agreement in any relevant jurisdiction from time to time, including all applicable: (a) legislation, regulations or directives; (b) binding court orders or judgments; and (c) industry regulations, codes, policies, practices or standards enforceable by law.
Bank Account	has the meaning given to it in the Booking.com Compliance Requirements.
Booking	means: (i) a booking for a Journey, inclusive of any Extras, made by a Customer on a Booking.com Platform which is confirmed by Booking.com and accepted or deemed to be accepted by the Partner (and/or the Partner on behalf of the End Fleet and/or the Driver) in accordance with the Partner Operating Document; or (ii) a booking requested by Booking on behalf of a Customer as a Recovery Ride, and which therefore results in a contractual agreement between the Partner (or its Related Parties, where applicable) and the Customer to provide the Transportation Services to the Customer.
Booking.com	means the Booking.com company identified in the Contract Front Sheet.
Booking.com Cancellation	where Booking.com cancels a Booking and refunds the Contract Price to the Customer where it identifies or has reason to suspect that: (i) fraudulent activity has been carried out by or on behalf of the Partner, a Driver or, where applicable, the End Fleet; (ii) the Booking for Transportation Services or the carrying out of Transportation Services is non-compliant with Applicable Law; or (iii) in Booking.com's reasonable opinion the Customer will be unable to have its Booking fulfilled fully in accordance with the Agreement and/or the Booking.com Standard Customer Terms and Conditions for any reason.
Booking.com Competitor	means any competitor of Booking Holdings Inc. or its Affiliates that is offering comparison and/or booking services (e.g. an online travel agent, tour operator, meta-platform) in relation to travel (e.g. inventory, accommodation, flights, rental cars, attractions, taxis or other ground transportation).
Booking.com Compliance Requirements	means the appendix that is attached to, and forms part of, these General T&Cs which sets out Booking.com's mandatory terms and conditions related to compliance with (amongst other things) anti-bribery and corruption laws, anti-money laundering laws, trade and sanctions, tax compliance and the prevention of modern slavery.
Booking.com Data	means information regarding the Customers collected by Booking.com or an Affiliate Partner from any source other than the Partner directly (including without limitation, for example: the Customers' names; telephone numbers; destinations (including pick up and drop off locations, times and dates); booking reference numbers; addresses; e-mail addresses or any other information) which would allow the Customers to be directly or indirectly identified.
Booking.com IP	means all IP owned, developed or licensed by (or on behalf) Booking.com or its Affiliate Partners, including the IP identified in Clause 12.1 (Booking.com IP Ownership).
Booking.com Materials	means such data, content and other information made available by or on behalf of Booking.com or its Affiliate Partners in the preparation and performance of the Agreement, including via the Partner Portal or the Booking.com Partner API (excluding any Content but including edits or modifications to or translations of Content or newly created materials relating to Content, as made or created by or on behalf of Booking.com or its Affiliate Partners).

Booking.com Partner API	means an electronic application programming interface (API) in such format as Booking.com designates from time to time for provision of the Content from the Partner to Booking.com to facilitate the Booking of the Transportation Services pursuant to this Agreement.
Booking.com Platform	means the online travel booking system(s) controlled by Booking.com or an Affiliate Partner of Booking.com, through which Booking.com Materials, Booking.com Services and the Transportation Services may be made available to Customers.
Booking.com Policies	means, to the extent relevant to this Agreement and/or the Partner's business, Booking.com's policies and standards provided or made available to the Partner from time to time, including the Supplier Code of Conduct and the Content Standards and Guidelines (available at https://www.booking.com/content-moderation-policy/overview-page.en-gb.html). The Partner will also be deemed to have been provided with all policies available at the following website: https://partner.booking.com/en-us/help/legal-security/terms-local-laws .
Booking.com Security Requirements	means the appendix that is attached to, and forms part of, these General T&Cs which sets out Booking.com's mandatory information security measures that the Partner and, to the extent applicable, the Drivers and End Fleet must have in place and comply with.
Booking.com Services	has the meaning given to it in Clause 3.2 (<i>Booking.com Services</i>).
Booking.com Standard Customer Terms and Conditions	means Booking.com's standard customer terms and conditions (as amended, updated or replaced by Booking.com from time to time) which can be found at https://www.booking.com/content/terms.en-gb.html .
Booking Holdings Group	means Booking Holdings Inc., and its Affiliates from time to time.
Business Day	means a day other than a Saturday, Sunday or public holiday in the United Kingdom.
Cancellation	means a Customer Cancellation or a Partner Cancellation or a Booking.com Cancellation, as applicable.
CEDR	has the meaning given to it in Clause 25.15 (<i>Jurisdiction</i>).
Commission	means the commission payable by the Partner to Booking.com in respect of each Booking, calculated and defined as set out in the Contract Front Sheet.
Completed Journey	means a Booking which has been fulfilled by the Partner and the Driver (or deemed to have been fulfilled by the Partner and Driver, such as in the event of a Customer No Show), and which has not: <ul style="list-style-type: none"> (i) been cancelled by the Partner or resulted in a Driver No Show; or (ii) cancelled by the Customer or Booking.com prior to the Cancellation Lead Time (or after the Booking Grace Period for a Near Demand or On Demand Booking).
Confidential Information	means all information (however recorded or disclosed) related to a party (or an Affiliate Partner) that is marked as confidential or would otherwise be regarded as confidential by a reasonable business person, including but not limited to, information relating to the business affairs, customers, suppliers, employees, staff, market opportunities, operations, product information, know-how, designs, trade secrets or software of that party, Booking.com Data and Booking.com Materials (in the case of Booking.com).
Content	means all text and graphic content (if any), pricing data (including the Rates), Vehicle details, Driver details, photographs and any other material owned or used by the Partner and/or by the End Fleet and/or any Drivers from time to time in relation to its or their business and made available by the Partner to Booking.com (or its Affiliate Partner) through the Booking.com Partner API or Partner Portal or otherwise for inclusion on a Booking.com Platform.
Contract Price	shall be the gross amount actually paid by the Customer to Booking.com that is collected on the behalf of the Partner in respect of a Booking inclusive of all applicable Taxes, fees, add-ons and any Partner or End Fleet specific booking fees).
Control	means the direct or indirect power to determine the management and policies of an entity or the composition of its board of directors or equivalent body, whether through the ownership of shares, by contract, or otherwise.
Cost Recovery	has the meaning given to it in the Partner Operating Document.
Customer	means a person who is able to access the Transportation Services via the Booking.com Platform or a person who is a Booking.com or an Affiliate Partner's customer who has made a Booking.
Customer Cancellation	means where the Customer submits a request for cancellation of the Booking for any reason other than a Booking.com Cancellation or Partner Cancellation.
Customer Incentive	has the meaning given to it in Clause 3.9a.
Customer No Show	has the meaning given to it in the Partner Operating Document.
Cut-Off Date	has the meaning given to it in Clause 7.10 (<i>Breakage</i>).
Deduction Amounts	has the meaning given to it in the Contract Front Sheet.
Driver	means an individual that is either employed by or subcontracted by the Partner or the applicable End Fleet who will be driving (and/or controlling) the Vehicle on behalf of the Customer for the Journey and "Drivers" shall be construed accordingly.
Driver Event	has the meaning given to it in the Partner Operating Document.
Driver No Show	has the meaning given to it in the Partner Operating Document.

Drop-off Location	has the meaning given to it in the Partner Operating Document.
Effective Date	means the effective date of this Agreement as set out in the Contract Front Sheet.
End Fleet	means independent third-party ground transportation service providers which permit their Transportation Services to be included on the Partner's platform.
End Selling Price Report	means the report provided or made available by or on behalf of Booking.com via the Booking.com Partner API or email to the Partner detailing the previous week's or month's (as applicable) Completed Journeys, together with the Booking reference numbers and the Retail Rate.
Extras	has the meaning given to it in the Partner Operating Document.
Force Majeure Event	<p>means, for either party, an event or circumstance which is beyond the reasonable control of that party and prevents it from performing its obligations under this Agreement. For clarity, Force Majeure Events do not include events or circumstances caused by:</p> <ul style="list-style-type: none"> a. a shortage of funds, labour, materials or other resources; b. an increase in operational costs; c. the failure of a subcontractor or any other third party to provide goods or services; or d. circumstances that could have been avoided by a party exercising reasonable care (including, in the case of the Partner, strikes or employee disputes) or by complying with its obligations relating to disaster recovery and business continuity. <p>This definition is not intended to limit or exclude any statutory definitions of force majeure that may apply under Applicable Law.</p>
General T&Cs	means these general terms and conditions.
Indemnitees	has the meaning given to it in Clause 18.5 (<i>Partner Indemnity</i>).
Initial Term	has the meaning given to it in the Contract Front Sheet.
Insolvency Event	<p>means the occurrence of any of the following events in respect of a party:</p> <ul style="list-style-type: none"> a. any procedure is commenced for the winding-up or re-organisation of the party (other than for a solvent amalgamation or reconstruction) that is not dismissed within fourteen (14) days; b. any procedure is commenced for the appointment of an administrator, receiver, administrative receiver or trustee in bankruptcy in relation to the party or all or substantially all of its assets that is not dismissed within fourteen (14) days; c. the holder of a security over all or substantially all of the party's assets takes steps to enforce the security; d. the party is or is deemed to be unable to pay its debts as they fall due or enters into a composition or arrangement with its creditors generally or any class of them, including a company voluntary arrangement or a deed of arrangement; or e. anything analogous to the events described in (a) to (d) occurs in any jurisdiction in respect of the party.
Instalment	has the meaning given to it in Clause 7.2a.
Instalment Time Period	has the meaning given to it in Clause 7.2a.
Intellectual Property or IP	means all rights, title and interest in: (a) patents, trade marks, service marks, trade names, goodwill, registered designs, design rights, database rights, copyrights and other forms of intellectual or industrial property (in each case in any part of the world, whether or not registered or registerable for their full period of registration with all extensions, renewals and revivals, and including all applications for registration or otherwise); (b) inventions, formulae, Confidential Information (including know-how or secret processes); (c) rights in computer software; and (d) any similar rights or assets which may now or in the future subsist anywhere in the world.
Journey	means getting a Customer from the Pickup Location and at the Pickup Time to the Drop-off Location designated in the Booking.
Losses	means all losses, liabilities, damages, costs, expenses (including reasonable legal fees) and the costs of investigations, litigation, settlement, interest, penalties and fines.
Main Agreed Currency	has the meaning given to it in the Contract Front Sheet.
Minimum Rating	means the minimum acceptable rating for the Partner's Territory, as set by Booking.com from time to time.
Net Amount	has the meaning given to it in the Contract Front Sheet.
On-demand	has the meaning given to it in the Partner Operating Document.
On Time	has the meaning given to it in the Partner Operating Document.
P2B Regulation	means Regulation (EU) 2019/1150 on promoting fairness and transparency for business users of online intermediation services.
Partner Cancellation	means a Partner Decline or Driver No-Show.
Partner Decline	means where the Partner declines a Booking for any reason prior to the Pickup Time or a Driver has not been assigned in accordance with the relevant Service Level.
Partner Centre Help	means the Partner facing online system provided by Booking to provide updates, news, guidance and frequently asked questions guides and contact information at taxisuppliers-support.booking.com and includes the contact form accessible for

use by the Partner at: <https://taxisuppliers-support.booking.com/hc/en-us/requests/new> as amended, updated or replaced from time to time.

Partner Portal	means the Partner facing online system provided by Booking.com to manage bookings, assign drivers, upload, amend or verify Rates, add, remove or set Vehicle categories, view quality performance metrics, provide Booking.com Materials or provide any other information required to fulfil the Partner Services and Booking.com Services at portal.taxi.booking.com as amended, updated or replaced from time to time.
Partner Operating Document	means the document provided or made available to the Partner by Booking.com on the Partner Help Centre (as amended, updated or replaced from time to time) which details the applicable operating procedures and Service Levels and which forms part of this Agreement.
Partner Services	means the Transportation Services and/or the Platform Aggregator Services, as the context requires.
Personnel	means either party's employees, officers, workers, agents and contractors, and those of its subcontractors (of any tier) and (in respect of the Partner) of each End Fleet and the Drivers.
Pickup Location	has the meaning given to it in the Partner Operating Document.
Pickup Time	has the meaning given to it in the Partner Operating Document.
Platform Aggregator Services	has the meaning given to it in Clause 3.1b.
Post-Termination Services	has the meaning given to it in Clause 21.1c.
Rates	means the rates (or in the case of On-demand the estimated rates) to be provided by the Partner for the Journey and/or Extras (as applicable) via the Booking.com Partner API or Partner Portal (where applicable), which must include any and all mandatory charges and/or fixed fees and Taxes and be subject always to Applicable Law in the Territory.
Ratings and Reviews	has the meaning given to it in Clause 16.1 (<i>Ratings and Reviews</i>).
Records	has the meaning given to it in Clause 24.2 (<i>Books and records</i>).
Recovery Ride	has the meaning given to it in the Partner Operating Document.
Refunded Amount	means any amount refunded to a Customer (including in respect of any Losses suffered by a Customer pursuant to a claim or complaint regarding their Booking and/or Journey).
Regulator	means a government department or regulatory, statutory or other body which, under Applicable Law, is entitled to regulate or investigate the matters dealt with in this Agreement or the parties to this Agreement, including any competent independent public authority tasked with the monitoring and enforcement of the Applicable Data Protection Law.
Related Parties	means the Partner's Personnel, subcontractors (of any tier), End Fleet, Drivers and any other person or entity that provides any part of the Partner Services and " Related Party " means any of the foregoing.
Request for Payment	means the Partner's request for the balance of the Net Amount owed to the Partner, raised by Booking.com on behalf of the Partner in accordance with this Agreement.
SCCs	means the Standard Contractual Clauses for Controller-to-Controller transfers approved by the EU Commission Implementing Decision of 4 June 2021 on standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as replaced, updated or amended from time to time.
Service Levels	means the mandatory service levels required of the Partner, as set out in the Partner Operating Document.
Supplier Code of Conduct	means Booking.com's Supplier Code of Conduct available at the following website: https://partner.booking.com/en-us/help/legal-security/terms-local-laws .
Taxes	means any national, governmental, provincial, state, municipal or local taxes, levies, imports, duties, (sur)charges, fees and withholdings of any nature imposed by any governmental, fiscal or other authority, including VAT, GST, Digital Services Tax (DST), sales and use tax, ITBIS or other similar taxes and " Tax " shall be construed accordingly.
Term	means the term of this Agreement.
Territory	means the territory or territories as specified in the Contract Front Sheet.
Time Estimates	means the Estimated Wait Time and the Initial Driver ETA, as each defined in the Partner Operating Document (to be provided via the Booking.com Partner API, where applicable).
Transfer Legislation	means laws or regulations implementing the EU Acquired Rights Directive, including the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any other similar legislation or regulations that require the transfer of, or operate to transfer, the employment or engagement of employees and/or their claims.
Transportation Services	means the ground transportation services entailing the pick-up of a Customer by a Driver in a Vehicle from a Pick up Location and drop off of a Customer at their end destination in accordance with the Customer's Booking (inclusive of any Extras added to the Booking).
UK Approved Addendum	means the template international data transfer addendum to the EU Commission Standard Contractual Clauses version B.1.0 issued by the UK Information Commissioner's Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of the UK Approved Addendum, as currently set out at: https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf .

Upgraded Vehicle	has the meaning given to it in the Partner Operating Document.
VAT	means within the European Union and the United Kingdom, any value added tax or any other similar indirect Taxes as may be levied in accordance with the Directive 2006/112/EC, and outside the European Union, any Goods and Services Tax (GST) or any other similar indirect Taxes levied by reference to added value and/or consumption.
Vehicle and Driver Details	has the meaning given to it in Clause 3.4e.
Vehicles	means the vehicles that are driven, operated, owned, leased, managed, furnished and/or controlled by Drivers which have been agreed with Booking.com to be used in providing the Transportation Services and “ Vehicle ” means a specific type of vehicle agreed to be used when providing the Transportation Services.
Volume Rebate	means the commercial rebate that the Partner shall pay to Booking.com, as calculated and defined in the Contract Front Sheet.
2.2 Interpretation: In these General T&Cs:	
a. references to a specific law include that law as amended from time to time, or any law that replaces or amends it;	
b. the words “including” or “for example” (or similar) should not be given a restrictive meaning because they are followed by particular examples; and	
c. unless the context requires otherwise, references to a notice or approval means a notice or approval given in writing.	
3. THE SERVICES	
3.1 Partner Services: The Partner shall provide itself, or procure through its Related Parties:	
a. the delivery of the Transportation Services to Booking.com’s Customers; and/or	
b. technological platform aggregator services which facilitate: (i) the enabling of the provision of Transportation Services by the End Fleet and/or Drivers, (ii) transmission and collation of Content via the Booking.com Partner API to enable the booking of the Transportation Services, (iii) the making of Bookings and management of the same with its End Fleet and Drivers, and (iv) the collection of payments on behalf of its End Fleet or Drivers and subsequent distribution of payments to its End Fleet or Drivers in exchange for the delivered Transportation Services (the “ Platform Aggregator Services ”).	
3.2 Booking.com Services: The Partner hereby appoints Booking.com and/or its Affiliate Partners to act as the Partner’s non-exclusive agent to:	
a. market and facilitate the reservation of Transportation Services to Customers via a Booking.com Platform;	
b. receive and accept orders and conclude contracts with the Customers on behalf of the Partner (or the Partner acting as agent for the End Fleet and/or Drivers as the case may be) in accordance with Clause 3.3 (<i>Booking.com Standard Customer Terms</i>) to provide the Transportation Services;	
c. collect the Contract Price for and on behalf of the Partner (or on behalf of the Partner acting as agent for its End Fleet and/or Drivers as the case may be); and	
d. provide first line customer services support to Customers, together, the “ Booking.com Services ”.	
3.3 Booking.com Standard Customer Terms: By entering into this Agreement, the Partner authorises Booking.com (and, as the case may be, its Affiliate Partners) to enable Customers to enter into a contractual relationship with the Partner and/or the End Fleet and/or the Driver (depending on how the Partner structures its business in the Territory) for the provision of Transportation Services to the Customer, via the Booking.com Platform. The parties agree that in the performance of this Agreement, Booking.com (and, as the case may be, its Affiliate Partners) solely enables the meeting of supply and demand for Transportation Services on the Booking.com Platform, the conclusion of the Booking is up to the sole discretion of the Partner (and/or the End Fleet and/or the Driver) and the Customer. For all Transportation Services, the Partner and/or the End Fleet and/or the Driver (depending on how the Partner structures its business in the Territory), and not Booking.com or its Affiliate Partner has the contractual relationship with the Customer for the fulfilment of their Booking. The contracts for the Transportation Services between the Partner (and/or its Drivers and/or the End Fleet, depending on how the Partner structures its business in the Territory) and the Customer shall be subject to the Booking.com Standard Customer Terms and Conditions (or such modified or updated versions of those terms and conditions as may be in force from time to time) which shall be incorporated into and form part of the terms and conditions of those contracts and the Partner shall be bound by and shall comply with all of the terms and conditions of those contracts and the Partner shall procure that, where applicable, the End Fleet and Drivers shall comply with all of the terms and conditions of those contracts. Booking.com shall act as the agent and the Partner (or its Drivers or End Fleet, depending on how the Partner structures its business in the Territory) shall act as the principal in relation to the contract made with the Customer.	
3.4 Partner Responsibilities: The Partner shall perform its obligations in accordance with this Agreement and:	
a. in accordance with the Booking.com Policies;	
b. in such a way so as to maintain Booking.com’s (and its Affiliate Partners’) goodwill and high reputation;	
c. in accordance with the Partner Operating Document, Service Levels and any additional methods, service levels or procedures as the parties may agree in writing from time to time;	
d. shall provide Booking.com (or its relevant Affiliate Partner) with the Rates and, in the case of On-demand, the Time Estimates, via the Booking.com Partner API or Partner Portal (as agreed with Booking.com);	
e. once a Booking has been accepted, the Partner shall provide Booking.com with accurate and up to date information via the Booking.com Partner API or the Partner Portal, as agreed with Booking.com, about the Driver and, where applicable, the End Fleet including the Driver’s first name, contact information (mobile telephone number), photo and location as well as the Vehicle’s make, colour and license plate number and any other required details requested by the Booking.com Partner API or stated in the Partner Portal (“ Vehicle and Driver Details ”). Such that, Booking.com (or an Affiliate Partner) may provide the Vehicle and Driver Details and the details of the Partner, to the Customer who has made the Booking;	
f. not use or access the Booking.com Partner API or Partner Portal for any other purpose than to provide the Partner Services in accordance with this Agreement;	
g. meet the onboarding and technical requirements of the Booking.com Partner API and/or Partner Portal (including any testing required prior to launch in a production environment to ensure there are no defects) as notified by Booking.com to the Partner, and continue to do so throughout the Term;	
h. implement any mandatory technical changes required by new versions of the Booking.com Partner API and/or Partner Portal as designated by Booking.com from time to time;	

- i. shall not, and shall procure that its Related Parties shall not, (nor attempt to), solicit, attract or persuade any Customer that is not an Acquired Customer to contract directly with it or any of them or otherwise divert Bookings for Transportation Services from the Customers away from Booking.com (or an Affiliate Partner) (such as, solicitation or diversion of Bookings by a Customer that is not an Acquired Customer, with the intent to avoid payment of Commission);
 - j. shall not and shall procure that its Affiliates, the Drivers and, where applicable, the End Fleet shall not, disparage, bring into disrepute and/or speak detrimentally of Booking.com or any member of the Booking Holdings Group or any Affiliate Partner, or cause and/or carry out any activities that may cause damage to Booking.com's (or any member of the Booking Holding Group's or any Affiliate Partner's) name, brand, reputation, goodwill, business or relationships with any of its partners, customers and/or other third parties. For the avoidance of doubt, nothing in this clause shall prevent the Partner, Affiliates, Drivers and/or End Fleet from raising any issues relating to compliance with European Union law or national laws of a European Union member state;
 - k. shall ensure that each Vehicle (and shall procure that the Drivers and, where applicable, the End Fleet ensure that each Vehicle) is in a good condition, clean, roadworthy, fully taxed and insured and has the benefit of any MOT or similar certifications of vehicle safety that are required by Applicable Law in the Territory to provide the Transportation Services and it will provide on demand details or copies of any relevant documentation to evidence this to Booking.com as it may request;
 - l. in the event that the class or type of Vehicle booked by the Customer is not available to fulfil the Journey, the Partner shall provide, or shall procure that Driver or, where applicable, the End Fleet provides, the Customer with an Upgraded Vehicle at the same rate and at no extra charge as the Vehicle class or type originally on the Booking; and
 - m. the Partner shall promptly notify Booking.com in writing if it is going to undergo or has undergone a change in the Control of the Partner.
- 3.5 Booking.com Affiliate Partners:** The Partner acknowledges and agrees that Booking.com may pass through the Partner Services and make the Content available to its Affiliate Partners. Any Affiliate Partner to which Booking.com makes the Content available shall be a third party beneficiary of Booking.com's rights under this Agreement and shall have the right to engage in forward distribution in accordance with the terms of this Agreement.
- 3.6 Booking.com Responsibilities:** Booking.com agrees during the Term of this Agreement to use its reasonable endeavours to:
- a. provide the Partner with access to and use of the Booking.com Partner API and/or the Partner Portal for the purposes of enabling the Partner to manage the Partner Services;
 - b. market the Transportation Services to Customers; and
 - c. ensure that all the Customers are made aware that their contract for the Transportation Services is with the Partner (and/or its End Fleet and/or the Driver) and not with Booking.com or any Affiliate Partner.
- 3.7 Mutual Responsibilities:** Both parties agree to perform their obligations in accordance with this Agreement and:
- a. in an ethical manner;
 - b. in compliance with all Applicable Law; and
 - c. using reasonable skill and care.
- 3.8 Availability, Rates and Charges:** The Partner shall and shall procure that the Drivers and, where applicable, the End Fleet shall:
- a. provide Booking.com with Rates that are:
 - i. inclusive of and allow the Customers to pre-pay all mandatory charges and fixed fees associated with the Transportation Services (for example, airport surcharges, congestion zone charges, tolls or airport pick up fees); and
 - ii. inclusive of accurate Taxes and, where requested by Booking.com, the Partner shall provide a breakdown of such Taxes in a clear and accurate manner, with itemised data showing the relevant amount that Booking.com (or an Affiliate Partner) is able to pass on to each Customer;
 - b. unless expressly permitted by this Agreement, not charge or demand payment directly from the Customers in connection with the Transportation Services.
- 3.9 Deals and Promotions:**
- a. Booking.com and its Affiliate Partners shall be entitled to offer Customers incentives to make Bookings at Booking.com or the Affiliate Partners' own cost, by paying part of, or all of, the Retail Rate on behalf of a Customer (a "**Customer Incentive**").
 - b. In the event that any Vehicles or any other terms, deals or promotions are offered exclusively to Booking.com and/or its Affiliate Partners in connection with this Agreement, these shall remain exclusive to Booking.com and its Affiliate Partners during the Term unless and until the parties agree otherwise in writing.
 - c. In order to drive better business for the Partner and Booking.com and its Affiliate Partners, the Partner may agree with Booking.com from time-to-time to participate in and/or to procure that the End Fleet participate in promotions, closed user group offers or other exclusive rates.
- ## 4. RELATED PARTIES
- 4.1 Related Parties:** Booking.com agrees that the Partner may subcontract the relevant Transportation Services and/or obligations under this Agreement to its Related Parties and/or engage its Related Parties to perform the Transportation Services, provided that:
- a. it will at all times use a high level of care and skill in the selection, appointment and onboarding of each Related Party;
 - b. it shall conduct appropriate background, sanctions, anti-money laundering, anti-bribery and corruption, anti-modern slavery, anti-terrorist financing and other compliance checks as required under Applicable Law and as reasonably requested by Booking.com in relation to each Related Party and ensure that such checks are and remain clear and satisfactory throughout the Term;
 - c. where the Related Party is a company, it shall check and validate the Related Party's company registration documents and certificate of incorporation;
 - d. it shall check and ensure each Related Party has and maintains all required insurances, operating licences, driving licences, rights to work and other permissions required to enable the Partner and its Related Parties to perform their obligations in accordance with this Agreement;
 - e. it shall repeat the checks and validations under Clauses 4.1 b, c and d above no less than once every six (6) months against each Related Party and promptly upon receiving any request from Booking.com to do so;
 - f. it shall keep and maintain accurate records of all checks and the results of such checks performed under this Clause 4.1 and, when requested by Booking.com, the Partner shall promptly provide Booking.com with copies of any such records requested;
 - g. it shall procure that each Related Party performs the Transportation Services in accordance with this Agreement, including the Service Levels;
 - h. it shall ensure that it enters into a written agreement with each Related Party which includes the same obligations, rights and protections for Booking.com (and its Affiliate Partners) as set out herein insofar as they apply to the Related Party and shall ensure that such Related Party shall comply with their obligations and other terms and conditions as set out in such agreements;

- i. the Partner shall not engage or, where already engaged, the Partner shall remove any Related Party who fails to comply with any of the requirements in the provisions of this Clause 4.1 from performing the Transportation Services and any other obligations in connection with this Agreement; and
- j. the Partner shall remain solely responsible for each Related Party's acts and omissions as if they were the Partner's own acts and omissions including but not limited to any breach of the terms or conditions of this Agreement and shall be solely responsible for paying the Related Party for the service they provide.

5. PARTNER OPERATING DOCUMENT

- 5.1 **Partner Operating Document:** The Partner shall comply with (and shall procure that the Drivers and, where applicable, the End Fleet comply with) the Partner Operating Document which applies to and shall form part of this Agreement.

6. WARRANTIES

- 6.1 **Mutual Warranties:** Each party represents and warrants to the other on a continuing basis that for the Term of this Agreement:
- a. **Approvals and Consents:** it has all necessary authority, rights, approvals, permits and consents to enter into and perform this Agreement, and to grant the rights and licences referred to in it.
 - b. **Authority:**
 - i. it has the full corporate power and authority to enter into and perform its obligations under this Agreement;
 - ii. it has taken all corporate action required by it to authorize the execution and performance of this Agreement; and
 - iii. this Agreement constitutes legal valid and binding obligations of that party in accordance with its terms and conditions.
- 6.2 **Partner Warranties:** The Partner represents, warrants and undertakes to Booking.com on a continuing basis that:
- a. it shall, and it shall procure that Drivers and, where applicable, the End Fleet shall, provide the Partner Services in accordance with all Applicable Law including without limitation all applicable health and safety legislation;
 - b. it shall, and it shall procure that the Drivers and, where applicable, the End Fleet shall, be responsible for providing all relevant information to Booking.com (or its relevant Affiliate Partner) to enable Bookings to be completed, including but not limited to the Rates, Time Estimates (in the case of On-demand), availability, Vehicle and Driver Details, Driver Events and/or any other information, which shall at all times be complete, up to date, accurate, not misleading and compliant with all Applicable Law;
 - c. it shall not, and it shall procure that the Drivers and, where applicable, the End Fleet shall not, make any changes to the Rates or any other terms or conditions after a Booking has been made by any Customer, unless and until required to do so by Applicable Law and provided the Customer is notified of such changes with as much advance written notice as possible, as permitted by Applicable Law;
 - d. it shall, and it shall procure that the Drivers and, where applicable, the End Fleet shall, have and maintain all necessary authority, rights, permits, licences and authorisations necessary for carrying out its and their business, providing the Partner Services and complying with its obligations under this Agreement;
 - e. it shall (or, where applicable it shall procure the End Fleet shall) carry out regular appropriate checks on the Drivers on an ongoing basis throughout the Term to ensure the Drivers hold the necessary authority, rights, permits, licences, insurance and authorisations to deliver the Transportation Services in accordance with Applicable Law in the Territory and shall conduct appropriate background checks (including but not limited to medical and criminal checks and ongoing re-checks) on the Drivers to ensure the safety of the Customers. The Partner shall provide to Booking.com promptly on request any details and/or copies of any relevant documentation to evidence the Partner's compliance with this provision and where not sufficiently provided by the Partner, Booking.com shall have the rights as set out in Clause 20.4a (*Termination for Material Breach*) and Clause 20.7 (*Suspension and Restriction by Booking.com*);
 - f. it shall be responsible for ensuring, and it shall procure that the Drivers (or, where applicable, the End Fleet shall ensure) the guaranteed provision of safe, good quality Vehicles and Extras and that Customers are provided with professional services at all times; and
 - g. it shall, and it shall procure that the Drivers (or, where applicable, the End Fleet) shall not, make any Bookings through the Booking.com Platform with the purpose of reselling such Bookings.
- 6.3 **No Implied Warranties:** Except as otherwise expressly provided in this Agreement, Booking.com does not make any representation or warranty, express or implied, in connection with the subject matter of this Agreement and hereby disclaims any and all implied warranties, including of merchantability or fitness for a particular purpose regarding such subject matter. Booking.com and its Affiliate Partners operate the Booking.com Platform and Booking.com Services on an "as is" and "as available" basis.

7. PRICE AND PAYMENT OBLIGATIONS

- 7.1 **Commission:** The Commission payable by the Partner to Booking.com for the provision of the Booking.com Services shall be calculated and deducted from the monies collected by Booking.com from Customers in accordance with the Contract Front Sheet or as otherwise agreed in writing by the parties from time to time.
- 7.2 **Volume Rebate:** After the end of each calendar year, Booking.com shall confirm in writing to the Partner the Volume Rebate (if any) due to Booking.com in respect of such calendar year. Booking.com shall send to the Partner a valid VAT invoice in the Partner's Main Agreed Currency for the total amount of the Volume Rebate payable by the Partner, to be calculated and paid in accordance with the Contract Front Sheet and:
- a. unless otherwise agreed with the Partner, Booking.com shall take payment of the Volume Rebate in instalments over a certain time period as notified by Booking.com to the Partner on submission of the invoice (each an "**Instalment**" and the time period and cadence being the "**Instalment Time Period**") from the Net Amount owed to the Partner each month; and
 - b. if the total Volume Rebate has not been paid in full by the end of the Instalment Time Period (for example, because the Net Amount owed to the Partner was less than the Volume Rebate), then either:
 - i. the remaining amount will be deducted from the balance of the Net Amount owed to the Partner over the following months until the Volume Rebate is paid in full; or
 - ii. Booking.com will request the remaining amount to be paid via bank transfer and will provide its bank account details for the Partner to pay to Booking.com the remaining Volume Rebate amount within thirty (30) days of such request.
- 7.3 **Volume Rebate following termination or expiry:** If this Agreement terminates or expires part-way through a calendar year, Booking.com shall confirm in writing to the Partner the Volume Rebate (if any) due to Booking.com in respect of the period of such calendar year running to the expiry or termination date, which shall be calculated on a pro rata basis in accordance with the Contract Front Sheet. Booking.com shall send to the Partner an invoice in the Partner's Main Agreed Currency for the Volume Rebate payable by the Partner and the Partner shall pay to Booking.com's nominated bank account such Volume Rebate amount within thirty (30) days of the invoice.
- 7.4 **Deduction Amounts:** Where Booking.com is unable to withhold, offset, set-off and/or deduct any Deduction Amounts from the Net Amount (for example, because the Net Amount owed to the Partner is less than the Deduction Amounts), Booking.com will provide the Partner with a payment request for the relevant Deduction Amounts and its bank account details and the Partner shall pay to Booking.com the relevant Deduction Amounts within thirty (30) days of the payment request.

7.5 Net Amount:

- a. Not less than seventy-two (72) hours after a Completed Journey during the Term, the Partner shall be able to review the Booking details of that Journey via the Booking.com Partner API or the Partner Portal (where applicable) or such other medium as Booking.com may decide from time to time and notify to the Partner. The Booking details shall contain details of Booking.com's (or its Affiliate Partner's) booking reference, the Vehicle type, Journey pick up and drop off dates and time and the Net Amount accrued in respect thereof.
- b. Booking.com shall raise a Request for Payment for the Net Amount minus any Deduction Amounts on behalf of the Partner in arrears in accordance with the agreed payment terms on the Contract Front Sheet.

7.6 Payment: Booking.com will remit the Net Amount minus any Deduction Amounts in the Agreed Currency to the Partner's bank account in accordance with the Contract Front Sheet. All payments properly owed hereunder shall be made (unless agreed otherwise by the parties in writing) by telegraphic bank transfer to Booking.com's bank account or the Partner's Bank Account, as applicable, and accurate details of which shall be provided to the other party in accordance with this Agreement from time to time.**7.7 Customer Cancellations and Customer No Shows:** Should a Booking.com Customer cancel a Booking in the period between the Cancellation Lead Time and the Pickup Time (or after any Booking Grace Period for a Near Demand or On Demand Booking) (i.e. outside of the free cancellation period) and/or not complete the Journey for any reason (including a Customer No Show) which is not related to a Driver or Partner default or a Booking.com Cancellation, the Contract Price may be retained at the reasonable discretion of Booking.com in accordance with the Booking.com Standard Customer Terms and Conditions and the transaction shall be treated as a Completed Journey, such that the Partner shall receive the payment of the Net Amount and Booking.com shall calculate and charge the Commission in accordance with the Contract Front Sheet. Where a Customer cancels a Prebooked Booking at a time that is further than the Cancellation Lead Time away from the Pickup Time (or during any Booking Grace Period for a Near Demand or On Demand Booking) (i.e. within the free cancellation period), the Customer shall be refunded the Contract Price in line with the Booking.com Standard Customer Terms and Conditions and no Net Amount will be payable to the Partner for that Booking.**7.8 Cost Recoveries:** The Service Levels in the Partner Operating Document describes the Cost Recoveries which may become due to Booking.com in the event that the Partner fails to meet the applicable targets in the Service Levels, all of which shall be deducted from the Net Amount for all completed Journeys in accordance with the Contract Front Sheet or otherwise recovered by Booking.com in accordance with this Agreement.**7.9 Late Payment:** If Booking.com fails to pay an undisputed balance of the Net Amount owed to the Partner by the relevant due date then:

- a. the Partner must promptly notify Booking.com in writing via the Partner Help Centre of the overdue amount and provide a copy of the relevant Request for Payment;
- b. if Booking.com fails to pay the overdue amount within twenty (20) Business Days of receiving the Partner's notice, the Partner may charge interest on the overdue amount at a rate of two per cent (2%) per annum above the European Central Bank base rate published on the date the Request for Payment was issued; and
- c. interest will accrue on a daily basis from the due date until actual payment in full, whether before or after judgment.

7.10 Breakage: All balance of Net Amounts due must be requested by the Partner within twelve (12) months of the Completed Journey ("Cut-Off Date"). Amounts requested after this period will not be honoured. If the Partner fails to request the balance of the Net Amount due or any portion thereof, on or prior to the Cut-off Date, then, from and after the Cut-off Date: (i) the Partner's and its Related Parties' rights and claims with respect to such amount shall automatically cease to exist; and (ii) Booking.com (or its Affiliate Partner) shall have full right, title and interest in and to any such amount. The Parties expressly agree that the balance of any Net Amount (or any portion thereof) retained by Booking.com (or its Affiliate Partner) after the Cut-off Date does not constitute a Commission or other consideration paid by the Partner to Booking.com (or its Affiliate Partner) for the provision of any Booking.com Services under this Agreement.**8. INVOICING AND TAX****8.1 Taxes:** The Partner shall be responsible for paying and remitting (or procuring the payment and remittance of by the Drivers and/or End Fleet) any VAT or similar Taxes in the Territory in relation to the Retail Rate, Rates and Net Amount. The Partner agrees and acknowledges that Booking.com and any Affiliate Partner shall not collect any Taxes on the Retail Rate, Rate or Net Amount for remittance by Booking.com or the Affiliate Partner to the applicable tax authorities. However, if Applicable Law requires otherwise, the Partner shall pay to Booking.com any Tax amounts on the Retail Rate, Rate or Net Amount that Booking.com (or its Affiliate Partner) is considered liable for by any tax authority which were transmitted to the Partner for remittance by the Partner (or remittance by any End Fleet and/or Driver as the case may be). Booking.com (and its Affiliate Partners) shall have the right to withhold and set-off amounts from the Partner for this purpose.**8.2 Customer Invoicing:** The Retail Rate is shared with the Partner via the End Selling Price Report or the Booking.com Partner API. The Partner shall be responsible for and shall provide Customers with a valid VAT invoice or receipt (where required) (or, where applicable, the Partner shall procure that such invoice or receipt is issued on behalf of the End Fleet or Driver to the Customer) in relation to the Retail Rate.**8.3 Commission Invoicing:** In accordance with the agreed payment terms set out on the Contract Front Sheet, Booking.com shall at the agreed intervals, send to the Partner a VAT invoice for the total amount of the Commission payable in arrears by the Partner, in the Agreed Currency and calculated in accordance with the Contract Front Sheet, which applied as at the date on which the Booking was made.**8.4 Commission and Volume Rebate is exclusive of Taxes:** Where any supply by Booking.com under this Agreement is or becomes subject to Taxes and Booking.com is required to account for such Taxes to a tax authority, then the Partner shall pay the relevant Taxes to Booking.com against delivery of an invoice itemising the relevant Taxes. Booking.com shall have the right to withhold and set-off amounts from the Partner for this purpose. The amounts due to Booking.com under this Agreement (including, but not limited to, the Commission and Volume Rebate) are exclusive of Taxes. Any Taxes applicable to these amounts shall be added on top of the amount due by the Partner.**9. REFUNDED AMOUNTS, CHARGEBACKS AND SET-OFF****9.1 Refunded Amounts:** Where Booking.com (or its Affiliate Partner) makes a payment to a Customer in accordance with the Booking.com Standard Customer Terms and Conditions or otherwise acting reasonably as a result of a complaint or claim made by the Customer, Booking.com (and its Affiliate Partners) shall be entitled to settle the Refunded Amount on behalf of the Partner (or its Driver or its End Fleet, as applicable) to the Customer.**9.2 Chargebacks:** Booking.com and its Affiliate Partners shall be responsible for all payment card merchant fees and payment card retrievals associated with all Bookings. The Partner shall retain responsibility and liability for any chargebacks and any such chargebacks may be deducted from Net Amounts by Booking.com or recovered by Booking.com in the same manner as any Refunded Amount. The Partner authorises Booking.com (and its Affiliate Partners, where they are appointed as payment collection agent) to choose the payment methods that it wishes to support for the payment of the Contract Price by Customers and the Partner shall facilitate and support those payment methods where required.**9.3 Set-Off:** Booking.com is entitled to keep or set off any amount owed to it (or to any Affiliate Partner) by the Partner against any amount payable to the Partner under this Agreement.

10. FOREIGN EXCHANGE AND PARTNER BANK ACCOUNT

- 10.1 **Foreign exchange:** If the Agreed Currency is not the same as the currency the Customer has paid the Contract Price in, the Partner agrees and acknowledges that Booking.com shall convert the amount to the Agreed Currency using the 16:00 London mid-WMR exchange rate benchmark, or a similar benchmark as chosen by Booking.com in its discretion from time to time.
- 10.2 **Partner Bank Account:** The Partner's Bank Account must be held in the legal name of the Partner. The Partner shall be responsible for providing accurate and up to date Bank Account details to Booking.com. The Partner shall ensure that any changes to the Partner's Bank Account details are notified in writing to Booking.com at least ten (10) days before it requires the change to be brought into effect by Booking.com for the purposes of this Agreement, such notice shall be sent by raising a request via the contact form on the Partner Help Centre. In respect of the Partner's Bank Account and any changes to it, the Partner shall comply with the Booking.com Compliance Requirements. Any charges incurred for telegraphic bank transfers shall be borne by the Partner.

11. FRAUDULENT OR ILLEGAL TRANSACTIONS OR ACTIVITIES

- 11.1 Payment of the Net Amount owed by Booking.com to the Partner in respect of a fraudulent transaction (or a transaction reasonably believed to be fraudulent by Booking.com), or a transaction which is non-compliant with Applicable Law (or a transaction reasonably believed to be non-compliant with Applicable Law) may be suspended by Booking.com without notice.
- 11.2 In the event of: (a) fraudulent activities by the Partner or its Related Parties; (b) activities reasonably suspected by Booking.com to be fraudulent, (c) a transaction which is found to be or reasonably suspected by Booking.com to be non-compliant with Applicable Law; or (d) Booking.com or any Affiliate Partner being required by law, court order, governmental instruction or orders, arbitration decision (or similar ruling) to make a refund of all or part of the Contract Price to the Customer, Booking.com shall have the right to claim and recover from the Partner repayment of such amount repaid to the Customer, but already paid to the Partner (which payment shall be made by the Partner to Booking.com within fourteen (14) days after a request by Booking.com or otherwise recovered by Booking.com in accordance with this Agreement).

12. INTELLECTUAL PROPERTY

- 12.1 **Booking.com IP Ownership:** Booking.com, its Affiliate Partner (or their respective licensors) shall retain ownership of all IP in the Booking.com Materials, Partner Portal, its trademarks and any data, including but not limited to Booking.com Data, the Booking data and Booking.com's IP, which it provides to the Partner via the Booking.com Partner API, the Partner Portal, Partner Help Centre or otherwise.
- 12.2 **Partner IP Ownership:** The Partner shall retain ownership of the Content and IP in the Content. The Partner warrants that the receipt, use and onward supply of the Content (and IP in the Content) by Booking.com, its Affiliate Partners and its/their permitted sub-licensees shall not infringe the rights, including any IP rights, of any third party.
- 12.3 **Partner IP rights:** The Partner shall have and ensure that it maintains all necessary rights, including all copyright, trademark and other IP rights, and all necessary power and authority to use, operate, own (as applicable), (sub)license and have Booking.com and/or any Affiliate Partner make available on the Booking.com Platform: (a) the relevant Partner Services, (b) the Content, and (c) any IP set out or referred to in the Partner Services and/or any Content and/or any other information that the Partner or its Related Parties share with Booking.com and/or any Affiliate Partner to be published on the Booking.com Platform.
- 12.4 **Licence from Partner:** The Partner hereby grants to Booking.com and each of its Affiliate Partners (or, where relevant, will ensure the grant of) on behalf of itself and its End Fleets (if any) a non-exclusive, fully paid-up, worldwide, royalty-free licence for the Term to use, reproduce, have reproduced, distribute, communicate, make available in any method and in any and all media including to the public, copy, display, modify and adapt the Content and IP in the Content for the purposes of exercising Booking.com's (and/or any Affiliate Partner's) rights and performing its obligations under this Agreement, together with the right to sub-license the same to its and its Affiliates, partners, agents and sub-contractors. Booking.com shall be free to sub-license, make available, disclose and distribute the Content (including the relevant IP) to its third-party Affiliate Partners.
- 12.5 **Licence from Booking.com:** Booking.com hereby grants to the Partner a non-exclusive, fully paid-up, worldwide, royalty-free licence for the Term to use the Partner Portal and Booking.com Partner API for the sole purpose of performing the Partner Services and its obligations in accordance with the terms and conditions of this Agreement.
- 12.6 **Further Assurance:** Each party shall (and shall procure that all relevant third parties shall) promptly execute and deliver all documents and perform all acts required to give full effect to the licences and other rights granted in this Clause 12.
- 12.7 **Marks:** Neither party may use the trade marks, names, logos or brands of the other party (including in any advertising or publicity material) without the other party's written consent, save that Booking.com and its Affiliate Partners shall be entitled to promote the Partner and any End Fleets' brand/logo (including its trade name, trademark, service mark or other similar indicia of identity or source) on the Booking.com Platform and in online marketing, including email marketing and/or pay-per-click advertising.

13. DATA PROTECTION AND SECURITY

- 13.1 **Data Protection/Security:** The parties shall comply with the Booking.com Data Protection provisions and the Booking.com Security Requirements, as each set out in an appendix that is attached to, and forms part of, these General T&Cs. The Partner shall procure that its Related Parties comply with the Booking.com Data Protection provisions and Booking.com Security Requirements.

14. COMPLIANCE

- 14.1 **Compliance:** The Partner shall comply, and the Partner shall procure that its Related Parties comply, with Booking.com's Compliance Requirements, as set out in an appendix that is attached to, and forms part of, these General T&Cs.

15. PERSONNEL

- 15.1 **No Transfer of Personnel:** The parties do not expect there to be any transfer of Personnel from one party to the other (or to any other third party) under the Transfer Legislation in connection with the provision of any Partner Services. If a transfer does occur, then each party will comply with its obligations under the Transfer Legislation.
- 15.2 **Personnel Costs:** The Partner is responsible for, and will indemnify Booking.com and its Affiliate Partners against, all costs relating to the administration and payment of the Partner's Personnel (including salaries, compensation, benefits, pensions, and Taxes), including any claim that Booking.com, any Affiliate Partner, (or a replacement partner) may be liable for as a result of a transfer under the Transfer Legislation (even if they are incurred after the termination or expiry of this Agreement).

16. RATINGS AND REVIEWS

- 16.1 **Ratings and Reviews:** After receiving the Transportation Services, a Customer may be prompted to provide a rating of the Journey and/or the Driver and such Transportation Services provided, and, optionally, to provide a review, comment or feedback about the Journey, Driver and/or the delivery of the Transportation Services ("**Ratings and Reviews**").
- 16.2 **Use and display:** Booking.com and its Affiliate Partners shall have the right to use, share and display the Ratings and Reviews in any manner it so chooses, in connection with the business of Booking.com and/or its Affiliate Partners, without Partner, Driver or End Fleet (or any third party's) approval and/or with or without attribution to the Partner and/or any Drivers and/or the End Fleet (if applicable).). Booking.com and its Affiliate Partners will assess Ratings and Reviews in accordance with the applicable Booking.com Policies. Booking.com (or its Affiliate Partner)

shall not be liable in relation to Ratings and Reviews shown, or not shown, on the Booking.com Platform in compliance with Applicable Law. The Partner acknowledges Booking.com and its Affiliate Partners shall have the right to, in accordance with the applicable Booking.com Policies, withhold Ratings and Reviews from being made available on the Booking.com Platform, remove Ratings and Reviews, or request the Customer to provide an amended version of a Rating or a Review, in the event that such Ratings and Reviews include:

- a. obscenities or other objectionable content;
- b. any marketing or advertising material;
- c. an individual's name or other personal information; or
- d. violations of privacy laws, other Applicable Law or Booking.com's (or its Affiliate Partners') content policies.

16.3 **Minimum Rating:** In the event the Partner's, any Driver's and/or, where applicable, the End Fleet's average rating falls below the Minimum Rating, Booking.com will notify the Partner and may provide a limited period of time to raise their average rating to above the Minimum Rating. In these circumstances, the Partner shall determine the appropriate investigation, remediation and improvement actions to undertake with the Drivers and, where applicable, the End Fleet. If the Partner, any Driver and/or, where applicable, the End Fleet fail to raise their average rating above the Minimum Rating within the period of time notified by Booking.com in accordance with this Clause, Booking.com reserve the right to terminate this Agreement in accordance with Clause 20 (*Term, Termination, Suspension and Restriction*).

17. CONFIDENTIALITY AND PUBLICITY

17.1 **Confidentiality Obligations:** Each party shall:

- a. not disclose the other party's Confidential Information to any third parties except as permitted in this Agreement;
- b. protect the other party's Confidential Information in accordance with the degree of skill, care, diligence, and foresight which would reasonably and ordinarily be expected from a conscientious and skilled party;
- c. only use the other party's Confidential Information for the purposes for which it was disclosed; and
- d. ensure that each Related Party that receives Confidential Information is bound by similar confidentiality obligations.

17.2 **Permitted Disclosures:** Clause 17.1 (*Confidentiality Obligations*) does not restrict:

- a. either party from disclosing Confidential Information to: (a) its Affiliates (provided, in the Partner's case, that such Affiliate is not a Booking.com Competitor); (b) its Affiliate Partners; or (c) its Personnel or professional advisers (or those of its Affiliate Partners) who need to know the information for the purposes of exercising that party's rights or performing its obligations under this Agreement;
- b. Booking.com from disclosing Confidential Information to its Personnel to the extent that they need the information to provide services to the Booking Holdings Group;
- c. any disclosure of Confidential Information required:
 - i. by Applicable Law, a court of competent jurisdiction or a regulator; provided that, if permitted by Applicable Law, the receiving party promptly notifies the disclosing party in advance and reasonably cooperates within requests from the disclosing party in relation to this disclosure; or
 - ii. as a result of being listed on a recognised investment exchange.

17.3 **Confidentiality Exceptions:** Clause 17.1 (*Confidentiality Obligations*) does not apply to Confidential Information that:

- a. was already known to the recipient before it was disclosed by (or on behalf of) the other party;
- b. becomes available to the recipient on a non-confidential basis via another third party;
- c. is independently developed by the recipient without using the other party's Confidential Information; or
- d. comes into the public domain in a way that does not breach this Agreement.

17.4 **Publicity and Announcements:** Unless required to do so by Applicable Law, the Partner must not issue any press release or announcement about the existence or operation of this Agreement, without Booking.com's written consent for which email will suffice. The Partner agrees that Booking.com may issue a press release or announcement about its relationship with the Partner and/or the End Fleet (where applicable) under this Agreement.

18. LIABILITY AND INDEMNITY

18.1 **Liability Never Limited or Excluded:** None of the limitations or exclusions of liability in this Clause 18 (*Liability and Indemnity*) shall apply to:

- a. liability for death or personal injury caused by a party's negligence;
- b. liability for fraud, fraudulent misrepresentation, wilful misconduct or gross negligence;
- c. any liability of the Partner arising under Clause 18.5 (*Partner Indemnity*);
- d. any liability of the Partner in respect of the Commission, Volume Rebates, Cost Recoveries, Refunded Amounts, chargebacks or other amounts owed to Booking.com in accordance with this Agreement;
- e. any liability of Booking.com in respect of the balance of any Net Amounts or Cost Recoveries, if any, owed to the Partner in accordance with this Agreement; or
- f. any other liability that cannot be limited or excluded under Applicable Law.

18.2 **Exclusions of Liability:**

- a. **Agency:** The parties acknowledge and agree that each Booking is made between the Partner, or the End Fleet, or the Driver (as applicable) and the relevant Customer and that Booking.com and its Affiliate Partners will have no liability whatsoever to the Customer, the End Fleet, the Driver and/or the Partner in respect of any costs, expenses, liabilities (including any liabilities for Taxes), injuries, direct, indirect and consequential loss, damages, claims, demands, proceedings and/or legal costs incurred or suffered by the Customer, the End Fleet, the Driver and/or the Partner under or in connection with any Booking and/or the Transportation Services and/or the Platform Aggregator Services (where applicable). Should any Customer hold Booking.com or any Affiliate Partner liable in relation to any such costs, expenses, liabilities (including any liabilities for Taxes), injuries, direct, indirect and consequential loss, damages, claims, demands, proceedings and/or legal costs, then the Partner shall inform that Customer that, he or she should direct his or her claim to the End Fleet, the Driver and/or the Partner itself (as the context requires).
- b. **Losses:** Subject to Clause 18.1 (*Liability Never Limited or Excluded*), neither party will be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, under an indemnity or otherwise for any:
 - i. loss of profit or anticipated profit;
 - ii. loss of agreements or contracts;
 - iii. loss of business and revenue;
 - iv. loss of data;

- v. loss of or damage to goodwill;
- vi. loss of anticipated savings;
- vii. indirect, consequential or special loss or damage arising in connection with this Agreement, and in the case of Clauses 18.1b i to vi, regardless of whether such losses are direct, indirect or consequential.

18.3 Mutual Liability Cap: Subject to Clauses 18.1 (*Liability Never Limited or Excluded*) and 18.2 (*Exclusions of Liability*), the maximum total aggregate liability of a party for all Losses suffered or incurred whether in contract, tort (including negligence), breach of statutory duty, under an indemnity or otherwise claimed against such party by the other party under or in connection with this Agreement shall not exceed the greater of: (a) 100% of the total Commission paid or payable by the Partner to Booking.com (excluding VAT and/or any other applicable Taxes) in the twelve (12) month period immediately preceding the first event giving rise to a claim, or (b) £10,000 (ten thousand pounds).

18.4 Affiliate Partners: In no event shall Booking.com be liable for any acts or omissions on the part of any of its Affiliate Partners.

18.5 Partner Indemnity: The Partner shall at all times during the Term and thereafter indemnify, defend and hold Booking.com, Booking Holdings Group and each Affiliate Partner and each of their respective directors, officers, representatives and employees ("**Indemnitees**") harmless fully against all claims, fines, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other costs and expenses (calculated on a full indemnity basis)) suffered or incurred by the Indemnitees arising out of or in connection with:

- a. any breach by the Partner or any of its Related Parties of the representations and warranties set out in Clause 4 (*Related Parties*) and/or Clause 6 (*Warranties*) of this Agreement;
- b. any breach of Applicable Law by the Partner or any of its Related Parties or any claim made against any Indemnitees by a third party arising out of or in connection with the Partner's or any of its Related Parties' breach of any Applicable Law;
- c. any breach of the Booking.com Compliance Requirements by the Partner or any of its Related Parties;
- d. any breach of Clause 12 (*Intellectual Property*) by the Partner or any of its Related Parties;
- e. any claim from any third party in respect of infringement (or any claimed infringement) of a third party's IP by any of the Indemnitees by virtue of its use of any Content and/or any IP set out or referred to in the Partner Services and/or any Content and/or any other information that the Partner or its Related Parties share with Booking.com to be posted on the Booking.com Platform;
- f. any breach of Clause 13 (*Data Protection and Security*) by the Partner or any of its Related Parties;
- g. any breach of Clause 17 (*Confidentiality and Publicity*) by the Partner or any of its Related Parties;
- h. all claims made by Customers concerning or related to a Booking, pricing of a Journey, overbooking, or (partly) cancelled, wrong reservation or repayment, refund or chargeback of amounts paid by the Customer or actual or alleged fraud or fraudulent misrepresentations committed by the Partner or any of its Related Parties;
- i. any claim made against any Indemnitees by a third party (including in respect of death, personal injury, damage to property, provision (or lack of provision) of the Transportation Services) arising out of or in connection with the Booking, Journey, any Driver, any End Fleet, any Vehicle or any act or omission of the Partner or any of its Related Parties;
- j. all Losses and claims made against any Indemnitees in relation to or as a result of liabilities put on or assigned to them for Taxes for which the Partner and/or any of its Related Parties is responsible or liable under this Agreement or otherwise, or where the obligation to pay, collect, withhold and remit is by law put on Booking.com or any of the Indemnitees for, on behalf or instead of, the Partner and/or any of its Related Parties;
- k. any Deduction Amounts.

18.6 Mitigation: Each party will take reasonable steps to mitigate its Losses incurred in connection with this Agreement.

19. INSURANCE

19.1 Adequate Insurance: Throughout the Term and thereafter as required by Applicable Law, the Partner shall, and shall ensure that the Driver and, where applicable, the End Fleet shall, maintain in force public liability insurance, vehicle insurance (covering damage and injury to or caused by Vehicles and/or the Drivers and/or the passengers of Vehicles) and any other insurance that is required by Applicable Law in the Territory in respect of its business activities, in each case with reputable insurance companies and with no less than the minimum amount of insurance cover required by Applicable Law in the Territory or such other amount of cover as Booking.com may reasonably specify from time to time.

19.2 Evidence of Insurance: At Booking.com's or an Affiliate Partner's request, the Partner shall provide Booking.com and the Affiliate Partner with copies of the insurance policies and/or insurance policy certificates and evidence that the premiums have been paid up to date.

19.3 Insurance Invalidity: The Partner shall do nothing and shall procure that the Drivers, and (where applicable) the End Fleet do nothing, to invalidate any insurance policy or to prejudice any right or entitlement under it and the Partner shall notify Booking.com if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

20. TERM, TERMINATION, SUSPENSION AND RESTRICTION

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

20.2 Reasons for termination: With the exception of Clause 20.3 (*Termination for convenience*), and Clause 20.5 (*Immediate Termination*), if Booking.com terminates this Agreement in accordance with this Clause 20, along with the notice it provides it shall:

- a. provide the Partner with a statement setting out the reason for the termination at least thirty (30) days before the termination takes effect; and
- b. give the Partner an opportunity to clarify the facts and circumstances regarding the termination in accordance with the complaint handling processes described in Clause 22 (*Partner Complaint Handling*).

20.3 Termination for convenience: Without prejudice to the notice requirements under Clause 20.2 (*Reasons for termination*), this Agreement may be terminated in accordance with the termination rights for convenience, if any, set out in the Contract Front Sheet.

20.4 Mutual Termination Rights: Either party may terminate this Agreement by giving at least thirty (30) days' prior written notice to the other party if:

- a. **Termination for Material Breach:** the other party commits a material breach of this Agreement that in the reasonable opinion of the terminating party cannot be remedied or, if it is capable of remedy, has not been remedied within fourteen (14) days of receiving notice of the material breach from the terminating party. A material breach may include, but is not limited to, the Partner's and/or any Driver's and/or any End Fleet's:
 - i. breach of Clause 4 (*Related Parties*) and/or the Booking.com Compliance Requirements;
 - ii. breach of the Booking.com Security Requirements;
 - iii. non-compliance with the Booking.com Policies;
 - iv. breach of Clause 6.2 (*Partner Warranties*);

- v. breaches, or suspected breaches, relating to the safety of the Transportation Services;
 - vi. breaches or suspected breaches, relating to fraudulent or illegal (or suspected fraudulent or illegal) activities;
 - vii. persistent failure to comply with the Service Levels;
 - viii. average rating score being below the Minimum Rating and failing to improve this to achieve at least the Minimum Rating within the remedial time period, if any, notified by Booking.com to the Partner;
 - ix. receiving persistently poor Ratings and Reviews;
 - x. receiving persistently high levels of Customer complaints compared to average levels for other partners in the Territory and/or failing to rapidly address or adequately respond to the complaints;
 - xi. expanding its geographical scope for performing the Transportation Services beyond the Territory in breach of this Agreement;
 - xii. misuse of the Booking.com Partner API or Partner Portal; or
 - xiii. persistent breaches of this Agreement which, together, equate to a material breach;
- b. **Termination for Insolvency Event:** the other party is subject to an Insolvency Event;
- c. **Termination for Cessation of Business:** the other party ceases, or threatens to cease, to carry on business and/or (in the case of an individual sole trader) the Partner dies;
- d. **Termination for Prolonged Force Majeure:** a Force Majeure Event has a material adverse effect on the performance of the other party's obligations under this Agreement for more than thirty (30) days;
- e. **Termination for a change in Applicable Law:** there is a change in Applicable Law related to this Agreement or the Services or obligations hereunder that results in a party being:
- i. unable to continue to comply with its obligations under the Agreement as, by doing so, it would no longer be in compliance with Applicable Law;
 - ii. adversely affected by such change in Applicable Law such that it would be no longer commercially reasonable to continue to carry out this Agreement.
- f. **Change of Control:** where Booking.com is the terminating party, the Partner is going to undergo or has undergone a change in the Control of the Partner;
- 20.5 **Immediate Termination:** nothing in Clause 20.4 (*Mutual Termination Rights*) shall require Booking.com to provide at least thirty (30) calendar days' written notice of termination to a Partner, or a statement of reasons for such termination at least thirty (30) days before the termination takes effect, and Booking.com may terminate this Agreement immediately on notice, where:
- a. the Partner is not subject to the P2B Regulation (i.e. is not based in the EEA);
 - b. there is a legal or regulatory obligation requiring termination of this Agreement in a manner which does not allow Booking.com to provide at least thirty (30) days' notice;
 - c. there is an imperative reason under Applicable Law (including, but not limited to, instances relating to the safety of the Transportation Services and/or fraud and/or data breaches and/or any breach of Clause 11 (*Fraudulent or Illegal Transactions or Activities*)); or
 - d. there is a repeated infringement of this Agreement by the Partner and/or any Driver and/or any End Fleet.
- 20.6 **Automatic Termination:** In the event that: (a) a Partner and/or the Drivers and/or the End Fleet are fully suspended or restricted by Booking.com from providing Transportation Services in accordance with Clause 20.7 (*Suspension and Restriction by Booking.com*) for a period of twelve (12) months or more; (b) a Partner ceases trading, then this Agreement shall automatically terminate.
- 20.7 **Suspension and Restriction by Booking.com**
- a. In the event that Booking.com is entitled to terminate this Agreement under Clauses 20.4 (*Mutual Termination Rights*) or 20.5 (*Immediate Termination*) above, or in circumstances where the Partner: (i) is attempting to cure a material breach; (ii) has been notified it has entered a Quality Improvement Plan; or (iii) has failed to comply with Clause 24 (*Record Keeping and Audits*), Booking.com will be entitled in its sole discretion to:
 - i. immediately suspend or exclude the Partner and/or any Drivers and/or any End Fleet from receiving Bookings (including being excluded from applicable search results);
 - ii. immediately suspend or restrict the Partner's access to the Partner Portal and/or the Booking.com Partner API;
 - iii. reallocate future Bookings to another partner;
 - iv. reduce the number of Bookings sent to the Partner and/or any Drivers and/or any End Fleet, or its or their percentage share or geographical scope for potential Bookings; or
 - v. reduce the scope, capacity or ranking of the Partner and/or any Drivers and/or any End Fleet.
 - b. Except where providing a statement of reasons would infringe a legal or regulatory obligation not to provide the facts/circumstances/grounds of the suspension and/or restriction, where Booking.com suspends and/or restricts the Partner and/or any Drivers and/or any End Fleet pursuant to Clause 20.7a above, then Booking.com shall provide a statement of reasons as to why such suspension or restriction action has been taken and give the Partner an opportunity to clarify the facts and circumstances regarding the suspension or restriction in pursuant to Clause 22 (*Partner Complaint Handling*).
21. **CONSEQUENCES OF TERMINATION**
- 21.1 **Termination or expiry:** On the expiry or termination of this Agreement (for whatever reason) the following provisions shall apply:
- a. each party shall promptly return to the other or dispose of in accordance with the other party's instructions all Confidential Information and other data and documents and copies thereof disclosed or supplied to it pursuant or in relation to this Agreement and shall certify in writing to the other when the same has been completed;
 - b. Booking.com (and its Affiliate Partners) reserve the right to reallocate any Bookings made in advance and such right shall also apply in the event the Partner has been suspended or restricted for any reason;
 - c. subject to Clause 21.1b above, the Partner shall honour any existing Bookings and shall continue to ensure the applicable Transportation Services are provided in respect of all Bookings made prior to expiry or termination of this Agreement ("**Post-Termination Services**"), and the terms and conditions of this Agreement shall remain in full force and effect for such period as may be necessary to enable the completion of the Post-Termination Services;
 - d. Booking.com shall raise on behalf of the Partner a final Request for Payment within sixty (60) days of termination or completion of the Post-Termination Services, whichever is later; and
 - e. Booking.com shall use reasonable endeavours to produce a final Commission invoice within seventy (70) days of termination or completion of the Post-Termination Services, whichever is later.

- 21.2 **Accrued Rights Unaffected:** Termination or expiry of this Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry.
- 21.3 **Continuing Obligations:** Any provision of this Agreement which expressly or by implication is intended to continue in force after termination or expiry will remain in full force and effect, this shall include, but not be limited to, Clauses 7.10 (*Breakage*), 8 (*Invoicing and Tax*), 9 (*Refunded Amounts, Chargebacks and Set-off*), 11 (*Fraudulent or illegal transactions or activities*), 13 (*Data Protection and Security*), 17 (*Confidentiality and Publicity*), 18 (*Liability and indemnity*), 21 (*Consequences of Termination*), 22 (*Partner Complaint handling*), 23 (*Dispute Resolution*), 24 (*Record keeping and audits*), 25.5 (*Interim relief*), 25.6 (*Notices to Parties*), 25.7 (*Timing of Notices*), 25.9 to 25.17 (inclusive).
22. **PARTNER COMPLAINT HANDLING**
- 22.1 **Complaints:** Booking.com has an internal complaint handling system in place. Partners can, depending on the nature of their complaint, access such internal complaint handling system via: (1) the Partner Help Centre, or (2) their account manager (if applicable). When submitting the Partner's complaint, the Partner shall include the following information: (i) full details of the complaint, including whether the Partner has raised the issue before and to which Territory it relates (if applicable); (ii) the Partner's preferred resolution/outcome relating to the complaint; and (iii) attach any supporting documents relating to the complaint including identifying the affected Bookings and providing a clear rationale for the dispute. The complaint shall be reviewed and investigated in line with Booking.com's internal guidelines, including necessary escalation where required. Booking.com may contact the Partner to discuss the complaint. The Partner shall be provided with responses relating to the complaint (including its resolution/closure) and with updates during the process, as appropriate, via email or its account manager.
- 22.2 **Impact on Termination, Suspension or Restriction:** Any complaint submitted in accordance with the above complaint handling system shall not automatically suspend or change any termination, suspension or restriction applied by Booking.com under Clause 20 (*Term, Termination, Suspension and Restriction*). If Booking.com chooses to revoke a termination, suspension or restriction notice following a Partner complaint, it shall reinstate the Partner's access to the Partner Portal and/or the Booking.com Partner API and remove any relevant restrictions without undue delay.
23. **DISPUTE RESOLUTION**
- 23.1 **Resolving Disputes:** Any dispute arising in connection with this Agreement will, in the first instance be resolved in accordance with Clause 22.1 (*Complaints*). If the dispute cannot be resolved by the account manager and/or finance teams within fourteen (14) days, the dispute can be escalated by either party to senior managers for each party, as nominated by the parties. If the dispute is not resolved by the senior managers within fourteen (14) days of being escalated to them, the dispute may be resolved in accordance with Clause 25.15 (*Jurisdiction*). Where a payment is subject to a complaint or dispute, such payment may be suspended until the matter is resolved.
- 23.2 **Out-Of-Court Dispute Settlement:** If any dispute arises in connection with a decision by Booking.com to restrict access to the Content on the Booking.com Platform or restrict the Partner's access to the Booking.com Platform on the basis of illegality or incompatibility with the terms of this Agreement, Booking.com prefers to first try to resolve the dispute through the internal complaints procedure set out at Clause 22.1. If the dispute is not resolved through the internal complaints procedure, the Partner may refer the dispute to any out-of-court dispute settlement body appropriately designated in accordance with Article 21(3) of the Digital Services Act and included in the relevant list published by the European Commission.
24. **RECORD KEEPING AND AUDITS**
- 24.1 **Drivers and End Fleet information:** On written request by Booking.com, the Partner shall promptly provide Booking.com with the individual or business company and trading names, phone number and addresses for all Drivers and, where applicable, the End Fleet providing or who have provided Transportation Services pursuant to this Agreement and/or any other information reasonably requested by Booking.com including any (further) information that Booking.com is required to display on the Booking.com Platform under Applicable Law, which shall at all times be complete, up-to-date, accurate, not misleading and compliant with all Applicable Law. Unless otherwise specified in Booking.com's request, such information shall be provided within seven (7) days of Booking.com's request. In addition, the Partner shall provide Booking.com with any updates to the information promptly.
- 24.2 **Books and records:** The parties agree to keep complete and accurate systems, books and records ("**Records**") for the term of this Agreement and for a period of seven (7) years following the termination or expiry of this Agreement. In the case of the Partner, such Records shall include the online bookings statement, financial records of the Partner and the Drivers and, where applicable, the End Fleet, information relating to Taxes such as proof of filings, exemption certificates and other tax information, faxes and/or emails to document the amount of and calculations relating to Taxes for the Transportation Services, the individual or business name, phone number and address of each Driver (and, where applicable, the End Fleet).
- 24.3 **Auditing the Records:** Booking.com (or an auditor nominated by Booking.com) may audit the Partner's Records. All audits shall be conducted with reasonable written notice and without unreasonable interference to Partner's business activities. At Booking.com's request, the Partner shall, in a timely manner, provide Booking.com (or its auditor) with reasonable assistance and access to its (and its Related Parties') premises, books, systems and Personnel in order to inspect and verify the Records. The Partner shall procure the assistance and cooperation of the Drivers and, where applicable, the End Fleet with an audit and requests for the Drivers and/or End Fleet's separate books and records.
- 24.4 **Auditors will be subject to an NDA:** Booking.com will ensure that any auditor appointed is subject to appropriate confidentiality obligations that protect the Partner's and its Related Parties' Confidential Information (subject, always, to any requirements of Applicable Law or a Regulator).
- 24.5 **Partner Assistance:** The Partner shall provide reasonable assistance to Booking.com (and its auditor) to support with the inspection and verification of the Records and in respect of any Tax audits.
- 24.6 **Audit Results:** If an audit reveals that Booking.com has overpaid the Partner, the Partner shall promptly pay to Booking.com a sum equal to the amount that was overpaid.
25. **GENERAL**
- 25.1 **English Language:** Where the original English version of this Agreement has been translated into other languages, the translated version of the English language Agreement is provided as a courtesy and office translation only. The Partner and its Related Parties cannot derive any rights from the translated version. In the event of a dispute about the content or interpretation of this Agreement or in the event of a discrepancy between the English version and any other language version of this Agreement, the English language version will prevail. The English version only will be used in any legal proceedings.
- 25.2 **Costs:** Each party will bear its own costs and expenses in connection with the entering into, execution and performance under this Agreement.
- 25.3 **Agreement Change:** Booking.com may from time to time update and amend this Agreement, subject to prior written notice to the Partner and a notice period of no less than thirty (30) days. During the notice period the Partner may terminate this Agreement if it chooses to do so. Any updated or amended version of this Agreement shall replace and supersede the then current version with effect from the date specified in the notice. If the Partner does not provide such termination notice to Booking.com within the notice period specified in this Clause, then the updated or amended version of this Agreement shall be deemed accepted by the Partner.
- 25.4 **Force Majeure Events:** Neither party will be liable for a breach of this Agreement nor liable for delay in performing or failure to perform any of its obligations under this Agreement caused by a Force Majeure Event. The party whose performance of obligations is impacted by the Force

Majeure Event shall use reasonable efforts to mitigate the impact of the Force Majeure Event. As soon as the Force Majeure Event resolves, the prevented party shall immediately resume operations and full performance of its obligations under this Agreement that were impacted by such Force Majeure Event.

- 25.5 **Interim Relief:** Nothing in this Agreement prevents either party from making any application to a court to obtain an interim remedy (including an injunction) for any threatened or actual breach of this Agreement.
- 25.6 **Notices to Parties:** Notices must be in English and sent in writing to a party's contact details as listed in the Contract Front Sheet unless otherwise specified between the parties in writing. Each party may change its contact details by giving written notice to the other party. Unless otherwise provided in this Agreement, the parties may send notices: (i) by hard copy delivered personally, (ii) by first class post, (iii) by international recorded delivery or courier, (iv) by email; or (v) to Booking.com by raising a request via the contact form on the Partner Help Centre. The notice will not be deemed to have arrived until the hard copy or email, as applicable, is received in accordance with Clause 25.7 (*Timing of Notices*).
- 25.7 **Timing of Notices:** Notices will be deemed to have been given as follows: (a) if delivered personally, on delivery; (b) if sent by first class post within the same country, two (2) Business Days after the date of posting; (c) if delivered by international recorded delivery or courier, three (3) Business Days after dispatch; (d) if sent by email, at the time of electronic delivery; and (e) any notice delivered to Booking.com after 5pm (UK time) will be deemed not to have been given to Booking.com until the next Business Day.
- 25.8 **Assignment and subcontracting:**
- Consent Generally Required:** Subject to the remainder of this Clause 25.8, neither party is permitted to assign, transfer, novate or subcontract this Agreement, or to subcontract its obligations under it, in each case in whole or in part, without the other party's prior written consent (not be unreasonably withheld or delayed).
 - Permitted Disposals by Booking.com:** Booking.com may, without Partner's consent, assign, transfer, novate or subcontract any or all of its rights and/or obligations under this Agreement to: (a) any Affiliate of Booking.com from time to time, or (b) any purchaser of the business undertaking of Booking.com to which this Agreement relates. At the request of Booking.com, Partner will promptly execute all documents required to give effect to such a transaction.
 - Permitted Subcontracting by Booking.com:** Booking.com and its Affiliate Partners may, without Partner's prior consent, subcontract the performance of its and/or their obligations under this Agreement, including but without limitation, its and/or their customer services, payment processing and administrative functions.
- 25.9 **Severability:** If any Clause (or part of a Clause) or other provision (or part of a provision) in this Agreement is unenforceable, invalid or illegal for any reason, the other Clauses (and parts of a Clause) and provisions (and parts of a provision) of this Agreement will remain in force as if they had been executed without the offending text appearing in this Agreement (and the offending text will be deemed to be substituted with drafting that has the closest effect and is enforceable).
- 25.10 **Waiver:** No delay or omission by either party to exercise any right or remedy provided for by law, equity or under this Agreement will operate to waive, limit or otherwise affect that right or remedy.
- 25.11 **No Partnership or Agency:** Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between Booking.com and Partner. The Partner shall not have the authority or power to bind, create a liability for, enter into any commitments for or on behalf of, nor be the agent of, Booking.com or any Affiliate Partner.
- 25.12 **Entire Agreement:** This Agreement constitutes the whole and only agreement between the parties relating to its subject matter and supersedes and excludes all prior agreements or arrangements made between them that relate to it.
- 25.13 **Third Party Rights:** This Agreement is not intended to, and does not, give any person who is not a party to it any rights to enforce any provisions contained in it whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except for: (a) Clause 17 (*Confidentiality and Publicity*), and, where applicable, the Booking.com Data Protection appendix, which will be enforceable by each Booking.com Affiliate; (b) Booking.com's Affiliate Partners, who shall be entitled to enforce any rights expressed as benefiting them and in accordance with Clause 3.5 (Booking.com Affiliate Partners); and (c) any other provisions which expressly provide for enforcement by a third party. The parties may vary or terminate this Agreement in accordance with its terms and conditions without the consent of any third party.
- 25.14 **E-Signatures and Counterparts:** Unless Applicable Law requires otherwise and subject to Clause 25.3 (*Agreement Change*), this Agreement and new versions of any documents forming part of this Agreement may be agreed and/or executed through online processes or using electronic signatures. This Agreement and any new versions of any documents forming part of this Agreement may also be executed in one or more counterparts. Each counterpart will constitute an original and together they will constitute a single agreement. If an effective date has not been stated within this Agreement or new version of the Contract Front Sheet, it will come into effect on the date that the last party signs it or indicates acceptance through online processes or on the date specified in the notice sent by Booking.com under Clause 25.3 (*Agreement Change*).
- 25.15 **Jurisdiction:** All disputes, claims or proceedings arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts to which the Parties hereto irrevocably submit, although nothing in this clause shall prevent Booking.com from seeking relief or taking action against the Partner for failure to observe and perform its obligations under this Agreement under any other jurisdiction. In addition, for Partners granted such rights under the P2B Regulation, at any stage during a dispute, the dispute may be referred by either Party for mediation to any (panel) mediator from the Centre for Effective Dispute Resolution ("**CEDR**"), London in accordance with Clause 25.16 (*P2B Mediation*).
- 25.16 **P2B Mediation:** Notwithstanding the voluntary nature of the mediation, the Parties shall engage in good faith throughout the mediation and shall do so in accordance with the CEDR Model Mediation Procedure (unless otherwise agreed between the Parties, and any mediator (as applicable)). To initiate the mediation a Party must give notice in writing ("**ADR Notice**") to the other Party, referring the dispute to mediation. A copy of the referral should be sent to CEDR. Unless otherwise agreed between the Parties within 14 days from the date of the ADR Notice, the mediator will be nominated by CEDR. The mediation shall take place in English (in accordance with the language of the Agreement as set out in Clause 25.1). The mediation shall take place remotely with the use of communication technologies. Booking.com shall bear a reasonable proportion of the total cost of the mediation. Such reasonable proportion shall be 50% of the total costs of mediation. The Parties may agree on a different cost allocation, which may be based on a suggestion by the mediator. The Parties shall sign a mediation agreement at the start of the mediation. The mediator shall propose the wording of the mediation agreement and the commencement of mediation will not prevent the Parties commencing or continuing court proceedings. Further information can be obtained at: <https://www.cedr.com/p2bmediation>.
- 25.17 **Governing Law:** This Agreement, and any matter, claim (regardless of the legal basis) or dispute arising in connection with it, will be governed by, and determined in accordance with, English law.

BOOKING.COM DATA PROTECTION

PART A

1. DATA PROTECTION

- 1.1 Each party warrants that it will duly observe all its obligations under the Applicable Data Protection Law, and any similar legislation in place in the country in which that party has its head office and, in the case of the Partner, also the legislation in relation to privacy, data protection and any other relevant laws in the Territory (as applicable). Each party hereby warrants that it will obtain, and at all times maintain, any notifications and consents required under any Applicable Data Protection Law as are appropriate to the performance of its obligations under this Agreement.
- 1.2 The parties acknowledge and agree that for the purposes of this Agreement and the Applicable Data Protection Law:
 - a. the terms Personal Data, Data Controller, Data Processor, Data Subject, Process/Processes/Processed/Processing and Supervisory Authority shall have the meanings set out in the Applicable Data Protection Law;
 - b. Booking.com shall at all times remain the Data Controller of Booking.com Data;
 - c. the Partner shall at all times remain the Data Controller for any Personal Data of the Drivers ("Driver Data");
 - d. for any Booking.com Data shared to the Partner by Booking.com, the Partner shall act as an independent Data Controller; and
 - e. for the avoidance of doubt, if the Partner shares or provides access to Personal Data of Customers with Booking.com for the purposes of this Agreement, Booking.com will act as an independent Data Controller of that shared Personal Data.
- 1.3 For the avoidance of doubt, Booking.com Data does not include any data provided directly to the Partner, Drivers, End Fleet or other Related Parties by the Customers.

2. SHARED DATA

- 2.1 To the extent permitted by the Applicable Data Protection Law and subject to the conditions, warranties and undertakings set out below, Booking.com shall provide the Partner with the Booking.com Data for the purposes of fulfilling the Partner, Driver or End Fleet's (as applicable) contract with the Customer for purchase of the Transportation Services including but not limited to related customer service assistance as further described in **Part B of this Booking.com Data Protection appendix ("Description of the Transfer")**. For the same purpose described herein and detailed in the Description of the Transfer, the Partner shall provide Booking.com with the relevant Driver Data.
- 2.2 The Partner acknowledges and agrees that Booking.com is entitled to cease disclosing or making the Booking.com Data available at any time and at its sole discretion. The Partner understands and agrees that the Booking.com Data is provided on an as is basis and that Booking.com cannot make any express or implied warranty or representation concerning the accuracy, completeness or usability of the Booking.com Data. Booking.com therefore cannot be held liable for the Booking.com Data to the maximum extent permitted under the Applicable Law.

3. PARTNER OBLIGATIONS

- 3.1 The Partner understands and acknowledges that Booking.com Data contains the Personal Data of Customers and therefore, the Partner hereby agrees, warrants, covenants and undertakes the following:
 - a. to Process Booking.com Data only to the extent, and in such a manner, as is strictly necessary for the purposes of this Agreement and in compliance with the terms of this Agreement and Applicable Data Protection Law. If it cannot provide such compliance for whatever reason, it shall inform Booking.com promptly of its inability to comply, in which case Booking.com is entitled to suspend the transfer of Booking.com Data and/or terminate this Agreement. The Partner shall not collect, use, analyse and/or otherwise Process Booking.com Data for any other purposes and/or using any other means than explicitly approved by Booking.com;
 - b. that it shall use commercially reasonable efforts, including implementing appropriate technical and organisational security measures, to safeguard and maintain the confidentiality and secrecy of Booking.com Data and to protect it against unauthorised access, unauthorised or unlawful Processing, loss, damage or destruction and ensure that its employees, agents, processors and/or consultants involved in the handling of Booking.com Data comply with the Applicable Data Protection Law and the Partner's obligations under this Agreement;
 - c. that it will establish and maintain good security practices in the selection and use of passwords on Booking.com's systems (including, but not limited to, the Partner Portal and the Booking.com Partner API) and ensure that all users follow those practices. The Partner shall notify Booking.com immediately in the event that the Partner's passwords to Booking.com's systems are lost or stolen;
 - d. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from Booking.com and its obligations under this Agreement and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by this Agreement, it will promptly notify the change to Booking.com in writing as soon as it is aware, in which case Booking.com is entitled to suspend the transfer of Booking.com Data and/or terminate this Agreement;
 - e. that it has implemented and shall maintain throughout the term of this Agreement the technical and organisational security measures to protect Booking.com Data against unauthorised or unlawful Processing, misuse, damage or loss as specified in **Part C of this Booking.com Data Protection appendix ("Technical and Organisational Security Measures")** before Processing of Booking.com Data to ensure Booking.com's compliance with the Applicable Data Protection Law, and that the Technical and Organisational Security Measures shall be at all times adhered to as a minimum security standard;
 - f. that it will control, by appropriate means, its own compliance with its data protection obligations in connection with any Partner Services provided to Booking.com and shall provide Booking.com with periodic (at least annual) and occasion-based reports in writing regarding such controls, including such assurance reports referred to in the Technical and Organisational Security Measures. Such self-controls and reports shall in particular relate, but not be limited, to the Partner's compliance with the Technical and Organisational Security Measures and will include at least the status of the data processing systems, registered downtime of technical security measures, the established (non) compliance with organisational measures, any occurred data breaches and/or security incidents, perceived threats to the security and Booking.com Data and the required and/or recommended improvements. The Partner shall also provide any other information that Booking.com reasonably requests;
 - g. that it shall cooperate with, and provide all reasonable assistance to Booking.com in the event (i) a Customer wishes to exercise their rights of access, rectification, erasure, restriction of Processing, data portability, objection to Processing or avoiding automated individual decision making, including profiling, (ii) Booking.com is required to demonstrate compliance with its obligations and requires information or cooperation from the Partner or (iii) of any legally binding request for disclosure of Booking.com Data by any government authority (including any data protection agency, law enforcement agency or other regulatory authority) or requests from competent regulators, unless otherwise legally prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - h. that access to Booking.com Data will be limited solely to those of its employees, agents, processors, consultants and Related Parties ("**Permitted Persons**") who require access to Booking.com Data as strictly necessary for the purpose of performing the Partner Services under this Agreement, and that it shall at all times remain responsible and fully liable for the failure of any Permitted Persons to comply with the Applicable Data Protection Law and the terms of this Agreement;
 - i. to ensure that all Permitted Persons (i) are informed of the confidential nature of Booking.com Data, (ii) have been provided with appropriate written instructions on data protection principles and handling Booking.com Data; (iii) safeguard and maintain the confidentiality and secrecy

of Booking.com Data; and (iv) are aware that they will be bound by the same obligations imposed on the Partner under this Agreement and the Applicable Protection Data Law;

- j. to use prudent and diligent methods to ensure that all Permitted Persons (i) do not copy, publish, transmit, sell, disseminate, reproduce, divulge, disclose or make Booking.com Data available to any unauthorised third party; (ii) do not use or store Booking.com Data in an unprotected retrieval system or database; (iii) promptly destroy all Booking.com Data and any copies thereof (including hard and soft copies) as required by the Applicable Data Law; and (iv) monitor, enforce and be responsible for the Permitted Persons' compliance with this clause;
- k. that in the event that (i) any Booking.com Data is disclosed by the Partner (including its Permitted Persons), in breach of this Agreement or Applicable Data Protection Law; or (ii) the Partner (including Permitted Persons) discovers, is notified of unauthorised access, unauthorised or unlawful Processing, any, loss of, damage to or destruction of Booking.com Data ("**Security Breach**"), the Partner will promptly notify Booking.com in writing of any such Security Breach, cooperate in the investigation of the Security Breach, and take all measures to end such Security Breach. In the event of a Security Breach the Partner shall, at its own expense, carry out any and all remediation actions required by Applicable Data Protection Law; and
- l. that if it receives any complaint, notice or communication which relates directly or indirectly to the Processing of Booking.com Data or to either Party's compliance with Applicable Data Protection Law and the data protection principles set out therein, it shall promptly notify Booking.com in writing and it shall provide Booking.com with full co-operation and assistance in relation to any such complaint, notice or communication.

4. TRANSFER OF PERSONAL DATA

- 4.1 If the Partner is established outside of the UK, EEA or in a country that is not recognised as providing an adequate level of protection by the UK government or under UK laws, the parties hereby agree that the SCCs and the UK Approved Addendum are hereby incorporated by reference and shall apply to the transfer of Personal Data from Booking.com to the Partner.
- 4.2 For the purposes of the SCCs and the UK Approved Addendum, the following additional terms apply:
 - a. The parties agree to observe the terms of the SCCs without modification;
 - b. Clause 7 (Docking Clause) of the SCCs is excluded;
 - c. At Clause 11 (Redress) of the SCCs, the optional language is excluded;
 - d. Clause 13(a) (Supervision) and Annex 1.C, Clause 17 and 18 of the SCCs are to be read in conjunction with the UK Approved Addendum;
 - e. At Annex 1.A (List of Parties), Booking.com is the Data Exporter of Booking.com Data and the Partner is the Data Importer of Booking.com Data and the names and addresses of the Data Exporter and Data Importer shall be considered to be incorporated into the SCCs and UK Approved Addendum;
 - f. At Annex 1.B (Description of transfer) of the SCCs, the description of the transfer is as set out at Part B of this appendix of this Agreement;
 - g. At Annex 2 (Technical and organizational measures including technical and organizational measures to ensure the security of the data) of the SCCs, the technical and organizational measures to ensure an appropriate level of security are those set out at Part C of this appendix of this Agreement;
 - h. The information required for Tables 1 to 3 of Part One of the UK Approved Addendum is set out in this appendix, Part A, Part B and Part C (as applicable). For the purposes of Table 4 of Part One of the UK Approved Addendum, the Data Exporter may end the UK Approved Addendum when it changes;
 - i. the parties hereby agree that the SCCs shall automatically be replaced by any successor or replacement standard contractual clauses as approved by the European Commission and the UK Approved Addendum shall be automatically replaced by any successor or replacement clauses approved under UK laws. Parties shall each in good faith take those actions required to ensure any successor or replacement standard contractual clauses and/or successor or replacement UK Approved Addendum come into effect between the parties;
 - j. if needed by a supervisory authority or by law, the parties will cooperate and sign the SCCs and/or UK Approved Addendum separately; and
 - k. each party's signature to this Agreement shall be considered as signature to the SCCs and the UK Approved Addendum, as well as the acceptance of paragraphs 4.2a – 4.2j above.
- 4.3 To the extent permitted by Applicable Data Protection Law, the Partner may use Booking.com Data further as strictly necessary for its own compliance, legal and security purposes.
- 4.4 Communications relating to bookings, including live chats, emails and screens may be recorded for monitoring and training purposes.
- 4.5 Booking.com warrants that it shall only process Driver Data for the purpose of this Agreement and that Driver Data will not be used for any commercial, promotional or marketing purposes.
- 4.6 For the avoidance of doubt, Booking.com also may share any Personal Data collected under this Agreement within the Booking Holdings Group and its Affiliate Partners.

5. LIABILITY

- 5.1 The Partner shall at all times remain responsible and fully liable for the failure of any Permitted Persons to comply with the Applicable Data Protection Law and the terms of this appendix.
- 5.2 Nothing in this Booking.com Data Protection appendix shall relieve Partner of its own direct responsibilities and liabilities under the Applicable Data Protection Law.
- 5.3 Partner acknowledges that remedies at law may be inadequate to protect Booking.com against any breach of this Booking.com Data Protection appendix and without prejudice to any other rights and remedies otherwise available to Booking.com (in law, contract or otherwise), the Partner agrees to the granting of injunctive relief without proof of actual damages.

PART B: DESCRIPTION OF THE TRANSFER

1. CATEGORIES OF DATA SUBJECTS

The Personal Data transferred concern the following categories of Data Subjects:

- Customers
- Drivers
- The Partner (where it is a sole trader)

2. PURPOSES OF THE TRANSFER(S) AND FURTHER PROCESSING

The transfer is made for the following purposes:

The Partner provides (or facilitates by way of the Platform Aggregator Services) Booking.com's Customers with making reservations and completing Transportation Services. The data exporter is acting as agent in relation to the marketing and sale of the Transportation Services with various partners, and transfers of Personal Data are made between the parties for purposes that include but are not limited to:

- fulfilling a contract with the customer for the Transportation Services including but not limited to registration and account administration, forwarding bookings from Customers to the Partner, Drivers and End Fleets (as applicable), customer service assistance, administering and/or resolving questions, complaints, investigations and reporting, marketing and service updates, to enable messaging tools, collect analytics for service improvement and research, security, fraud detection and prevention and for legal and compliance purposes.

3. CATEGORIES OF PERSONAL DATA TRANSFERRED

The Personal Data transferred concern the following categories of data:

Customers:

- First name and last name;
- Telephone number;
- Email address (where applicable);
- Pick up location, date and time;
- Drop off location
- Booking reference number;
- Passenger accessibility requirements;
- Personal Data within email and messaging content which identifies or may reasonably be used to identify, data subjects;
- any other data that would constitute Personal Data provided to the Partner by Booking.com in connection with this Agreement.

Drivers:

- Contact details;
- Journey data (including longitude and latitude locations).
- Photo of driver
- Driving licence, car registration number, insurance and other licence information (e.g. taxi licence, right to work permit)

Partner (when a sole trader):

- First name and last name;
- Telephone number;
- Email address (where applicable);
- Business/trading address.

4. RECIPIENTS

The Personal Data transferred may be disclosed only to the following recipients or categories of recipients:

- Employees, Permitted Persons, Drivers, End Fleets and Related Parties of the data importer.

5. SENSITIVE DATA TRANSFERRED (IF APPROPRIATE)

The Personal Data transferred concerns the following categories of sensitive data:

No sensitive data or special categories of data are intended to be transferred, but may be contained in the content of or attachments to customer service related emails.

6. FREQUENCY OF THE TRANSFER

Data is transferred on a continuous basis.

7. NATURE OF THE PROCESSING

The Personal Data transferred will be subject to the following basic processing activities:

- Receiving data, including collection, accessing, retrieval, recording, and data entry
- Holding data, including storage, organisation and structuring
- Using data, including analysing, consultation, testing, automated decision making and profiling
- Updating data, including correcting, adaptation, alteration, alignment and combination
- Protecting data, including restricting, encrypting, and security testing
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available
- Returning data to the data exporter or data subject
- Erasing data, including destruction and deletion

8. THE PERIOD FOR WHICH THE PERSONAL DATA WILL BE RETAINED

Personal Data shall not be stored for longer than necessary for the purpose(s) for which the data was transferred, and as required under applicable retention policies and/or in accordance with Applicable Data Protection Law.

9. COMPETENT SUPERVISORY AUTHORITY

The UK Information Commissioner's Office

10. CONTACT POINTS FOR DATA PROTECTION ENQUIRIES

Data exporter: dataprotectionofficer@rentalcars.com.

PART C: TECHNICAL AND ORGANISATIONAL MEASURES

This Part C (Technical and Organisational Measures) describes the baseline technical and organisational security measures that Partner shall, as a minimum, have in place as part of their security operationalisation, to ensure that the confidentiality, integrity and availability of Booking.com Data is sufficiently protected.

In particular, the Partner shall take security measures that include appropriate technical and organizational safeguards to protect Personal Data against any interference that goes beyond what is necessary in a democratic society to safeguard national security, defense and public security, such as where appropriate, encryption, pseudonymization and anonymization. These technical and organizational security measures must enable the Partner to identify their critical assets and prevent, detect, respond to and recover from any adverse events affecting them. In this way, all Personal Data shall be systematically managed, the associated security risk shall be minimized and business continuity shall be achieved by proactively limiting the impact of a potential security breach. Specifically, the Partner must conform with the security baselines set out in the Booking.com Security Requirements as a minimum.

BOOKING.COM SECURITY REQUIREMENTS

These Booking.com Security Requirements describe the baseline technical and organisational security measures that the Partner will maintain through its Information Security Management System (ISMS) and the Partner shall procure that its Related Parties maintain through their ISMS and that the Partner will operate and procure that its Related Parties operate to ensure confidentiality, integrity and availability of any data (including but not limited to Personal Data) created, collected, transferred or otherwise processed and to provide services to Booking.com (and its Affiliate Partners) in a manner that the data and the services are sufficiently protected at all times.

Amongst other things, the Partner shall take and shall procure that its Related Parties take security measures that include appropriate technical and organisational safeguards to protect Personal Data against any interference that goes beyond what is necessary in a democratic society to safeguard national security, defence and public security, such as where appropriate, encryption, pseudonymization and anonymization. These technical and organisational security measures must enable Partner and its Related Parties to identify their critical assets and prevent, detect, respond to and recover from any adverse events targeting them. In this way, the Booking.com Data created, collected, received or otherwise obtained to provide the services to Booking.com (and its Affiliate Partners), shall be systematically managed, the associated security risk shall be minimised and business continuity shall be achieved by proactively limiting the impact of a potential Security Breach. More specifically, the Partner must maintain, and shall procure that its Related Parties maintain and the Partner shall be ready to demonstrate that it and its Related Parties maintain, the following security baselines as a minimum:

1 CYBER SECURITY RISK MANAGEMENT

- a. The Partner and its Related Parties each follow a cyber security risk management process to effectively determine, assess and reduce cyber security risk across their organisation and supply chain.
- b. The Partner's and each of its Related Parties' cyber security risk management process is well informed by already applicable (and soon-to-be-applicable) cyber security requirements from laws and regulations as well as agreements of which the Partner and its Related Parties is or are a part.

2 CYBER SECURITY ORGANIZATION AND GOVERNANCE AND CYBER SECURITY POLICY AND STANDARDS

The Partner and its Related Parties maintain, through a combination of i) policies, standards and processes; ii) the assignment of roles and responsibilities to individuals and teams; and iii) the use of cyber/information security tools, techniques and methods, a cyber security program based on the NIST Cybersecurity Framework, the ISO2700x standards or similar industry standards.

3 CYBER SECURITY AUDIT AND COMPLIANCE

The Partner audits the completeness and operating effectiveness of the Information Security Management System of the Partner and of its Related Parties at least yearly in a risk-based manner, with follow-through by the Partner where such audits identify cyber and information security shortfalls.

Where the Partner and/or any of its Related Parties maintains for itself or for one or more of its counterparties an independent assurance report (for example in the form of SOC type II reports, ISO certificates or equivalent) relevant for its cyber security and Booking.com's dependence on the Partner and/or its Related Parties, the Partner shall provide Booking.com upon its reasonable request with a copy of such independent assurance reports.

4 THREAT MANAGEMENT PROGRAM AND VULNERABILITY MANAGEMENT

- a. The Partner's and its Related Parties' cyber/information security policies, standards and processes include a threat and vulnerability management practice of which the operating effectiveness is reviewed by the Partner and its Related Parties at least annually.
- b. The Partner and its Related Parties undertake penetration tests at least annually to verify that its infrastructure, products and services in scope of its engagement with Booking.com are sufficiently security hardened.
- c. The Partner and its Related Parties operate cyber threat detection and prevention systems and methods which enable, amongst other things, to verify and ascertain whether Booking.com data in the Partner's or any of its Related Parties' custody could have been accessed, altered or

removed from the Partner's or its Related Parties' data processing systems.

- d. The Partner's and its Related Parties' vulnerability management practice includes a scanning and remediation process that covers in a risk-prioritised manner the system resources under the responsibility of the Partner and its Related Parties.
- e. The Partner and its Related Parties complement their threat and vulnerability management processes with recurring (automated and manual) security testing of specific, higher-risk systems and services under the responsibility of the Partner and its Related Parties. Where the Partner or any of its Related Parties is dependent on source code that it develops and maintains for itself or for Booking.com (or any Affiliate Partner), the security testing includes this source code to mitigate risk from non-secure coding practices as well as unauthorised or malicious code injection.
- f. Vulnerabilities and other security issues which the Partner and/or any of its Related Parties may identify as a result of its threat and vulnerability management processes and its security testing are effectively remediated in a documented manner and within timeframes commensurate with the risk to the Partner and its Related Parties and their customers including Booking.com (and its Affiliate Partners).

5 SECURITY OPERATIONS AND INCIDENT RESPONSE

- a. The Partner's and its Related Parties' cyber/information security policies, standards and processes include cyber security event monitoring and incident response practices of which the operating effectiveness is reviewed by the Partner and its Related Parties at least annually.
- b. Where the Partner or any of its Related Parties detects, or otherwise becomes aware of a cyber incident that is relevant for Booking.com:
 - i. The Partner shall inform the Booking.com security department within 48 hours from the Partner or any of its Related Parties becoming aware of the incident;
 - ii. The Partner shall provide Booking.com with daily updates on the status of the Partner's and its Related Parties' response to the incident and ensure the Partner and its Related Parties are available for any related questions the Booking.com security department may have;
 - iii. The Partner and its Related Parties shall collect and retain in a comprehensive manner any relevant information about the incidents it becomes aware of and responds to, including but not limited to i) investigation records/reports; ii) information about the tactics, techniques and procedures (TTPs) involved; iii) Indicators of Compromise found; and iv) information about response/remedial actions and steps to address root causes.

6 SERVICE RESTORATION AND BUSINESS RESILIENCY

- a. The Partner and its Related Parties shall maintain risk-informed plans for i) cyber incident response; ii) business continuity; and iii) IT disaster recovery, to proactively address major incidents that may affect its organisation and supply chain.
- b. The Partner and its Related Parties shall maintain such plans in a manner that they are practicable through the staffing, facilities and communication channels reasonably required to enable the necessary response, continuity and recovery.
- c. The Partner and its Related Parties shall also maintain such plans in a manner that internally and externally impacted stakeholders including Booking.com are kept informed of ongoing response, continuity and recovery developments and that financial, operational and reputational impact for Booking.com and its Affiliate Partners is minimised.
- d. The Partner and its Related Parties support the maintenance of, and readiness to execute, its response, continuity and recovery plans by assigning related roles and responsibilities within its organisation.

7 BUSINESS PROCESS PROTECTION

Where the Partner and/or any of its Related Parties is dependent on personnel or external parties for data processing for Booking.com and/or any of its Affiliate Partners, the Partner and its Related Parties shall design and maintain measures to specifically prevent that personnel or external parties engage in fraudulent

activities using the processes and systems (such as on-line platforms) that the Partner and its Related Parties maintain.

8 END USER PROTECTION

- a. The Partner and its Related Parties, where applicable, include screening of incumbent/new personnel in its HR processes.
- b. The Partner and its Related Parties maintain their cyber security relevant policies (including a Code of Conduct), standards and processes so that related actions by individual persons in violation of these policies, standards and processes can be prevented, identified, reported, investigated and otherwise addressed.
- c. The Partner's and its Related Parties' expected controls (such as data leakage prevention solutions, for example) supporting individual compliance with the cyber security relevant policies, standards and processes comply with applicable regulatory requirements and are tested for their effectiveness on a recurring basis.

9 IDENTITY AND ACCESS MANAGEMENT

- a. The Partner and its Related Parties shall maintain HR and IT processes in an integrated manner so that individual personnel employed or otherwise contracted by/for the Partner or any of its Related Parties are only granted physical and logical access to system and information resources for the duration and purposes of their actual work for the Partner or its Related Parties.
- b. The Partner and its Related Parties shall design and operate their system and information resources so that they are subject to systematic: i) authentication; ii) authorization; and iii) accounting.
- c. The Partner and its Related Parties shall use standardised methods and tools for creating, assigning, approving, disabling, removing and reviewing (including recertifying) user identities (or "accounts") intended for access to their system and information resources. The methods and tools address: i) both regular and privileged access to system and information resources; ii) both user and service accounts; iii) accounts and their combination of passwords and other authentication factors.
- d. When granting these accounts system privileges, the Partner and its Related Parties shall follow least privilege and need-to-know principles to ensure that only individuals with a valid and approved business need can access (or have control over) specific system and information resources and that their access within (or control over) these system and information resources is limited to what they need vis-a-vis their role/position responsibilities.
- e. The Partner and its Related Parties shall maintain technical measures to prevent and detect unauthorised access to their system and information resources, including, for example, systematic logging of key events in their data processing systems, password composition and protection rules, session limitations and measures to secure interfaces accessible beyond their network perimeter.
- f. The Partner and its Related Parties shall only grant third-party companies and their personnel with accounts and access to their system and information resources after the Partner or its Related Party has confirmed this possible access is governed by an agreement between the Partner (and/or its Related Party, as applicable) and the third-party company that includes adequate security arrangements.

10 APPLICATION AND SERVICES SECURITY

- a. The Partner and its Related Parties shall apply security principles in the design, deployment and management of base-line security configuration settings for their computer systems (such as desktop/laptop computers and servers and cloud-based resources).
- b. The Partner's and its Related Parties' computer systems and software applications shall follow pre-defined system management and development life cycle (CMDB/SDLC) processes so that the expected cyber/information security posture is addressed: i) from evaluation and acquisition through to system retirement and ii) through requirements definition, design, implementation, testing and release.
- c. The Partner and its Related Parties shall follow configuration and change management processes when system updates and changes are made to settings, code and other features of their computer systems.
- d. Where the configuration and change management processes and related reviews, tests and audits identify exceptions and

other security shortfalls the Partner and its Related Parties shall address these in a documented manner that contains and reduces cyber risk from these shortfalls.

- e. For personnel requiring access to the computer systems, software applications and other system and information resources necessary under this Agreement, the Partner and its Related Parties shall ensure they completed security training as the Partner and Booking.com may require.

11 DATA PROTECTION

- a. The Partner and its Related Parties shall maintain technical and organisational measures to protect system and information resources from loss (of confidentiality, integrity and availability), amongst other things through:
 - i Daily backups of system and information resources;
 - ii A combination of full and incremental backups (or equivalent) organised in backup schedules that are operated using reliable backup management software;
 - iii Periodic tests to verify that system and information resources, particularly where these are critical for the Partner or its Related Parties or Booking.com or any Affiliate Partner, can be restored effectively from backup media and data;
 - iv Arrangements to: i) ensure redundant storage of backup media; ii) avoid (through rotation, for example) the unnecessary accumulation of backup media and data; and iii) address secure disposal of backup media/files when these are no longer operationally needed;
 - v Data disposal – including from production/test environments – that is organised in accordance with the Partner's and its Related Parties' information/records management policy and schedule(s) and the applicable laws and regulations;
 - vi A practice of classifying data in accordance to their importance to the Partner, its Related Parties and their customers;
 - vii Data loss prevention controls implemented to prevent accidental and malicious leakage of sensitive data;
 - viii Arrangements to encryption, in accordance with the policies and standards of the Partner's and its Related Parties Information Security Management Systems, sufficient data at rest and in transit, with measures to effectively safeguard the related keys, secrets, certificates, accounts and system permissions.

12 ENDPOINT SECURITY

- a. The Partner and its Related Parties shall use and deploy anti-malware software and services to protect their system and information resources and personnel from malware.
- b. The Partner and its Related Parties shall organise their configuration and change management processes so that base-line and other security configuration settings are only changed through duly authorised/qualified Partner and third-party service provider personnel - the fact that certain system changes (including but not limited to security configuration changes) may require privileged system access does not permit the Partner or its Related Parties to grant such personnel "full admin" access by default.
- c. Where Partner or any of its Related Parties' personnel are equipped with personal computing devices that allow for local storage of data including but not limited to Booking.com Data, such devices shall be configured to encrypt the data stored locally there.

13 NETWORK AND BOUNDARY SECURITY

- a. The Partner and its Related Parties shall protect the integrity of their computer network (including where this extends to cloud-based system and information resources) with a combination of network configuration, device/system and service access control, key system/user event logging and security monitoring to detect potentially adverse cyber security events.
- b. The Partner and its Related Parties shall maintain arrangements to: i) protect logs from tampering and ii) enable the consolidation and correlation of events in network/system/security/application logs for effective cyber security monitoring and incident response.
- c. The Partner and its Related Parties shall organise their vulnerability scans at regular intervals including to ascertain that devices within their computer network (including where

this extends to cloud-based system and information resources) have up-to-date software / firmware versions and have been patched with the available security/software updates.

14 FACILITY SECURITY

- a. The Partner and its Related Parties shall maintain up-to-date lists of their system and information resources, including but not limited to network devices, servers, end-user computing devices, system applications, internal/external interfaces and cloud-based system resources.
- b. The Partner and its Related Parties shall use a documented classification so that each resource is unambiguously identified, managed and otherwise protected in accordance with its criticality to the Partner or its Related Partner.
- c. The Partner and its Related Parties shall maintain documented physical and environmental protection arrangements to prevent unauthorised access or physical damage to their facilities including the system and information resources contained therein.
- d. The Partner and its Related Parties shall duly restrict physical access to their facilities particularly but not limited to the specific places where network equipment, server and electronic data storage installations, central IT management systems and media/hard copy data storage locations are kept.
- e. The Partner and its Related Parties shall instruct their personnel on the responsible use of portable storage devices.

15 ASSET MANAGEMENT

- a. A comprehensive catalogue of physical devices, software platforms, applications and external systems is in place.
- b. There is a comprehensive classification of resources based on criticality and business value.
- c. Asset management occurs through controlled removal, transfer and disposition of assets.
- d. Maintenance of assets is performed with approved tools and is being logged.
- e. Approved remote maintenance of assets is performed in a way that prevents unauthorised access and is being logged.

16 CHANGE AND CONFIGURATION MANAGEMENT

Configuration and change management processes are established, documented and reviewed periodically. Changes to information systems are done in accordance with these processes.

17 ENTERPRISE SECURITY ARCHITECTURE MANAGEMENT

- a. The Partner and its Related Parties review and maintain their security architecture organisation-wide so that the policies, standards, processes and tools for cyber security continue to evolve in their effectiveness and efficiency in accordance with good cyber security practices, the Partner's or its Related Party's business model, its dependency on system and information resources, its obligations from applicable laws and regulations and its responsibilities vis-a-vis third parties including Booking.com.
- b. The Partner's and its Related Parties' recurring reviews and updates of their security architecture shall be informed by the relevant reviews, testing, audits and other developments (including noteworthy incidents) as observed across the processes of the Partner's and its Related Parties' Information Security Management Systems.

18 SECURITY CONTROLS MANAGEMENT AND SECURITY CONTROLS PERFORMANCE MANAGEMENT

- a. The Partner and its Related Parties shall include in their Information Security Management Systems security controls of which the establishment and operating effectiveness is tested and reviewed on a periodic basis.

- b. In addition, the Partner's and its Related Parties' policies, standards, processes and related training and communications shall instruct personnel from refraining from acts such as:

- i The sharing of passwords (and other authentication means) that instead should be kept secret to protect individual accounts;
- ii Unauthorised installation of software;
- iii Use of software that would be incompatible with any licence agreements and codes of conduct;
- iv The sending or otherwise sharing of data (including Booking.com Data) to unauthorised internal or external parties;
- v The use of unauthorised instant messaging software to transmit Partner or Booking.com information;
- vi Attempts to gain unauthorised access to the Partner or its Related Party's system and information resources (as well as Booking.com Data);
- vii Knowingly introducing malware or other possibly unwanted software (e.g. cryptominers, ransomware, adware, anonymizers, remote access trojans) within proprietary networks (such as the company networks of the Partner and/or its Related Parties and/or Booking.com and/or any Affiliate Partners) and on computer devices of the Partner and/or its Related Parties;
- viii Performing hacking attempts and other security tests (e.g. port scans, vulnerability scans, lateral movements, denial-of-service attacks or any other testing of Partner or its Related Parties (and Booking.com) security measures) unless duly authorised by the Partner or its Related Party and via qualified personnel specifically assigned to perform such activities prudently and ethically;
- ix Disabling or circumventing security controls and features on networks, systems, services, line-of-business applications and on-line collaboration solutions in use by the Partner or its Related Parties (or Booking.com or any Affiliate Partner).

19 THIRD PARTY RISK MANAGEMENT

- a. The Partner and its Related Parties shall include in their Information Security Management Systems sufficient focus on the cyber risks from its dependencies on third parties such as vendors and service (including security service) providers.
- b. The Partner and its Related Parties shall undertake recurring risk assessment/management and governance activities to identify and prevent possible impact from critical dependencies on such third parties, including where the third parties are critical for the Partner Services to Booking.com or any Affiliate Partner.
- c. The Partner and its Related Parties shall complement these risk assessment/management and governance activities with recurring due diligence and the use of effective agreements vis-a-vis the third parties.

20 SECURITY STAFFING

- a. The Partner and its Related Parties shall ensure that they maintain a sufficient number of skilled cyber/information security resources for the continuity and effectiveness of their Information Security Management Systems.
- b. The Partner and its Related Parties shall undertake training and communication activities yearly across its organization (where applicable) to maintain security and Personal Data protection awareness of its Related Parties and personnel.

BOOKING.COM COMPLIANCE REQUIREMENTS

1. GENERAL

- 1.1 The Partner shall and shall procure that its Related Parties shall comply with the standards and principles in the Booking.com Supplier Code of Conduct, which may include responding to a due diligence questionnaire, participating in training at Booking.com's reasonable request or otherwise expressly confirming adherence to the Supplier Code of Conduct.
- 1.2 The Partner shall immediately notify Booking.com in the event of an actual or suspected breach (whether by the Partner or by any of its Related Parties) of these Booking.com Compliance Requirements.

2. ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE

- 2.1 The Partner shall ensure that performance under this Agreement by the Partner and its Related Parties will comply in full with all applicable anti-corruption laws and regulations including without limitation the U.S. Foreign Corrupt Practices Act 1977 ("FCPA"), the UK Bribery Act 2010 and the laws of any other territory with jurisdiction over the parties or any Related Parties. Accordingly, the Partner agrees that:

- a. in performance of activities in connection with this Agreement, neither the Partner, nor any agent, affiliate, family member or relative, or other person acting on its behalf or on behalf of any of its Related Parties will offer, promise, give, accept, or authorise the giving of anything of value, or offer, promise, make, or authorise the making of any improper payment, bribe, rebate, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to or from any government official, political party, or candidate for public office to gain any unfair advantage, or influence any act or decision of a government official for or on behalf of the company; and
- b. subject to Applicable Law, the Partner shall maintain a complete audit trail and maintain records and supporting documentation of all financial and non-financial transactions relating to this Agreement for a period of the Term plus no less than seven (7) years after termination or expiry of this Agreement.

3. TAX OBLIGATIONS AND COMPLIANCE WITH LAWS PROHIBITING TAX EVASION OR TAX FRAUD

- 3.1 In connection with their performance of and remuneration under the Agreement, each party (including their respective employees, directors, officers, agents and other representatives and, in respect of the Partner, its Related Parties) shall pay in full all taxes that are lawfully due from it in any jurisdiction(s) in which it operates, and shall not (and, in respect of the Partner, the Partner shall procure that its Related Parties shall not):
 - a. commit (or facilitate, aid, abet, counsel or procure the commission of) any offence of cheating the public revenue or being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of any tax, or
 - b. otherwise breach or take any action that may place the other party in breach of applicable laws prohibiting criminal tax fraud, tax evasion and the facilitation thereof.

4. COMPLIANCE WITH TRADE AND ECONOMIC SANCTIONS

- 4.1 Each party represents and warrants that, for the Term of the Agreement, it (and, where the representation and warranty is given by the Partner, that each of its Related Parties) is not and is not in any way connected to, part of, involved in or related to or under the control, management or ownership of a person who is:
 - a. a terrorist(s) or a terrorist organisation(s);
 - b. listed on any applicable list of sanctioned parties/persons (including without limitation the lists of restricted parties issued by the UN, US, EU, NL and UK),
 - c. owned by, controlled by, or acting at the direction of, any person or persons listed on such a list, or
 - d. ordinarily resident in or organised under the laws of any jurisdiction subject to comprehensive or other territory-wide sanctions imposed by the UN, U.S., EU, NL or UK.
- 4.2 Neither party will (and the Partner shall procure its Related Parties shall not) export, reexport, ship, sell, supply, deliver, or otherwise transfer any product, equipment, technology, or software, to, from, or through - either directly or indirectly - any country or person in violation of applicable law.
- 4.3 Neither party shall take (and the Partner shall procure that its Related Parties shall not take) any action that would breach, or

place the other party in breach of, applicable sanctions (including without limitation those imposed by the UN, U.S., EU, NL and/or UK and any other territory with jurisdiction over the parties).

- 4.4 On Booking.com's request at any time throughout the Term, the Partner shall and shall procure that its Related Parties shall (within the time period required by Booking.com) fully complete and provide to Booking.com or any advisor to Booking.com (as nominated by Booking.com) any screening or re-screening questionnaire and/or associated documents or records as is required by Booking.com for the purposes of its sanctions screening policy.

5. MODERN SLAVERY, HUMAN TRAFFICKING AND HUMAN RIGHTS

- 5.1 Each party represents and warrants that, for the Term of the Agreement, it (and, where the representation and warranty is given by the Partner, that each of its Related Parties) complies with all applicable laws concerning employment rights, human rights, non-discrimination and modern slavery, including the UK Modern Slavery Act 2015 and the U.S. Uyghur Forced Labor Prevention Act of 2021, and in particular does not hold any person in slavery or servitude, or arrange or facilitate the travel or stay of another person with a view to that person being exploited.

6. COMPLIANCE WITH ANTI-MONEY LAUNDERING AND TERRORISM FINANCING LAWS

- 6.1 The Partner represents and warrants that, for the Term of the Agreement, (i) no funds (or portion thereof) that it and/or any of its Related Parties may remit to Booking.com shall constitute the proceeds of crime, (ii) it and its Related Parties shall not (whether knowingly or with cause to suspect) acquire, use, possess, retain, control or otherwise deal in funds or other property constituting the proceeds of crime, and (iii) it and its Related Parties shall not otherwise engage in any activity or become concerned in an arrangement that may constitute an offence under applicable laws prohibiting dealing in the proceeds of crime and/or the financing of terrorism.
- 6.2 The Partner represents and warrants that, in respect of the bank account to be used in connection with the Agreement ("Bank Account"): (i) the Partner is the sole holder and beneficiary of the Bank Account; (ii) all payments and transfers between Booking.com and the Bank Account (and vice versa) are at arm's length and do not violate any applicable laws (including in particular laws concerning money laundering, bribery and corruption, tax evasion, terrorist financing, financial sanctions and other financial crimes); and (iii) the Partner and its Related Parties do not use the Bank Account (or any funds transferred to or from Booking.com) for breaches of laws concerning money laundering, bribery and corruption, tax evasion, terrorist financing, financial sanctions or other financial crimes.

7. INTERNAL COMPLIANCE MEASURES

- 7.1 Each party shall, for the term of the Agreement, implement reasonable internal measures (including, but not limited to policies, procedures, compliance audits and training) intended to ensure that it (and its employees, directors, officers, agents and other representatives and, in respect of the Partner, its Related Parties) do not breach these Booking.com Compliance Requirements.

8. COMPLIANCE WITH APPLICABLE COMPETITION LAWS

- 8.1 Each party represents and warrants that, for the Term of the Agreement, it (and, where the representation and warranty is given by the Partner, each of its Related Parties) complies with all applicable competition laws, including but not limited to rules governing information exchange and use of data (including confidential data).
