

# General terms and conditions for shared conduct of passenger transport

Valid from 6 August 2025. Live until 26th of January 2026

## General Terms and Conditions for Shared Conduct of Passenger Transport (this “Agreement”)

BETWEEN:

Free Now Ireland Limited, 7-12 Baggot Court, Dublin 2, D02 F891, Ireland, with registration no. 510447 (“FREENOW”),

And

(A) multi-vehicle-contractors (including registered companies) who/that employ small public service vehicle (“SPSV”) licensed vehicle drivers (“Employed Drivers”) (each a “Multi-Vehicle Operator”); and (B) individuals who are licensed SPSV drivers and provide transport services on their own behalf as self-employed contractors (each an “Individual Operator”), who wish to collaborate with FREENOW in the joint conduct and operation of the business of passenger transport (referred to hereafter as the “Cooperation Arrangement” or the “Cooperation Arrangements” as the context requires). Each Multi-Vehicle Operator and each Individual Operator is a party to this Agreement with FREENOW when it is accepted by them or on their behalf and agrees to form a separate Cooperation Arrangement with FREENOW.

FREENOW, the Multi-Vehicle Operator and the Individual Operator hereinafter also collectively referred to as the “Parties”, each a “Party” as the context requires.

### RECITALS

FREENOW wishes to undertake the Cooperation Arrangements and has the means and has applied for and currently holds the licence required for each Cooperation Arrangement.

Each Multi-Vehicle Operator and each Individual Operator wishes to undertake the Cooperation Arrangement and has the means and has applied for and currently holds the licences required for the Cooperation Arrangement.

Whereas, in view of the above the Parties see the collective benefit to be derived from the sharing of their resources and revenues and collaborating in relation to the conduct and operation of the Cooperation Arrangements for the purpose of providing transportation services to passengers.

Whereas, with effect from the acceptance of this Agreement, the Parties shall jointly carry on the Cooperation Arrangements through the sharing of responsibilities for the performance of all the functions and responsibilities connected therewith and the revenues generated therefrom in accordance with the terms of this Agreement.

Whereas, in view of the above considerations, the Parties see the collective benefit to be derived from the contribution of their respective resources and are desirous to share the revenues resulting from their collaboration in the joint conduct and operation of the Cooperation Arrangement.

## DEFINITIONS

The term “Business Terms”, when used in this Agreement, means the separate terms and conditions governing the use of Business Account Services (as defined in the Business Terms).

The terms “Applicable Laws”, when used in this Agreement, means (without limitation) the Taxi Regulation Acts 2013 and 2016, as amended from time to time, and all regulations made thereunder, including the Taxi Regulation (Small Public Service Vehicle) Regulations 2015, and any other applicable laws, regulations and all guidance relating to the conduct and operation of a Cooperation Arrangement.

The term “Cancellation Fees”, when used in this Agreement, means the cancellation fees charged to passengers pursuant to section 7 of the General Terms and Conditions for Users and section 3.1 of the Business Terms.

The term “Cooperation Arrangement Services”, when used in this Agreement, means the passenger transport services provided to passengers pursuant to the Cooperation Arrangement (which Cooperation Arrangement Services constitute

“passenger transport services” for the purposes of section 97 of the Consumer Rights Act 2022).

The term “Licences”, when used in this Agreement, means all licences issued by any regulatory authority to the Parties as required in respect of the conduct of the Cooperation Arrangement and listed in Schedule Three (Licences) of this Agreement.

The term “Relevant Operator” (or “you”), when used in this Agreement, shall include both Multi-Vehicle Operators and Individual Operators. The term “Drivers”, when used in this Agreement, shall include both Employed Drivers and Individual Operators.

The term “Revenue”, when used in this Agreement, means the total aggregated revenues generated from the operation and conduct of the Cooperation Arrangement including any Cancellation Fees (but excluding any Technology Fees and any tips paid to the Driver) and net of any taxes.

The term “Revenue Share Entitlement”, when used in this Agreement, means that portion of the Revenue to be allocated to the respective Party pursuant to Section 3 of this Agreement.

The term “Service Levels”, when used in this Agreement, means the contractual service levels agreed between FREENOW and Drivers as applying to the functions and responsibilities of Drivers and FREENOW under the Cooperation Arrangement (including as part of the Cooperation Arrangement Services), as notified to Drivers by FREENOW via the FREENOW Driver application (the “Driver Application”) from time to time (which levels may be amended or updated at FREENOW’s discretion as the Party responsible for passenger quality of service), and which may further include the consequences in the event of a Driver not meeting those service levels. The current Service Levels can be found [here](#).

The term “Technology Fees”, when used in this Agreement, means (i) the technology fees charged by FREENOW, at its sole discretion, to passengers pursuant to section 7 of the General Terms and Conditions for Users and (ii) the technology fees

charged by FREENOW, at its sole discretion, pursuant to section 3.1 of the Business Terms.

## OBJECT OF THE AGREEMENT

The Parties hereby undertake to jointly carry on the Cooperation Arrangement, to share the functions and responsibilities connected therewith in accordance with the provisions of Section 1 below, the costs incurred for the purposes thereof in accordance with Section 2 below and the Revenue generated therefrom in accordance with Section 3 below. This Agreement, together with FREENOW's Privacy Notice and any other terms and conditions or policies that FREENOW may implement from time to time and make available to Relevant Operators (including as may be referred to in this Agreement) forms a legal agreement between FREENOW and each Relevant Operator. Please read this Agreement carefully before agreeing to it.

When you first register, access or use the FREENOW Platform (as defined below) as part of the Cooperation Arrangement, and thereafter each time you log in to use the FREENOW Platform, you indicate your acceptance of this Agreement and you agree to be legally bound by it. If a Party does not wish to be bound by this Agreement, then it may not establish an account with FREENOW or provide Cooperation Arrangement Services via FREENOW as part of a Cooperation Arrangement. If a Party does not wish to be bound by this Agreement, then that Party should indicate that it does not accept this Agreement and, in the case of a Relevant Operator, it should cease creating/delete its FREENOW account. The Parties may access the FREENOW Platform and provide Cooperation Arrangement Services, as part of a Cooperation Arrangement, only in accordance with the terms of this Agreement.

This Agreement shall be available at all times on the [FREENOW Platform](#).

## Cooperation Arrangement Services

As part of each Cooperation Arrangement, and in order to allow the Cooperation Arrangement Services to be provided, FREENOW is responsible for the provision of key technical set up and shall accordingly make access available for use by the Relevant Operator of (i) the Driver Application, (ii) the FREENOW website

<https://free-now.com/ie/> (the “Website”) and (iii) any other online services made available by FREENOW in order to allow the Cooperation Arrangement Services to be provided, including allowing for payment by Passengers through the software application (“Pay by App”) (together, the “FREENOW Platform”). This Agreement shall also govern the access and use of the Driver Application, the Website and the Pay by App as part of the Cooperation Arrangement.

Drivers shall also be required to agree to and comply with the [General Terms of use FREENOW Driver App for Taxi Contractors and Taxi Driver](#) upon first registration or use of the Driver Application and thereafter each time the Driver logs into the Driver Application.

Specific provisions applicable to a Relevant Operator accessing and using the FREENOW Platform are set out further below.

## SPECIFIC TERMS

### *1. Functions and Responsibilities*

1.1 Each of the Parties shall carry out the functions and responsibilities required for the purposes of the conduct of the Cooperation Arrangement as assigned to them pursuant to Schedule One (Functions and Responsibilities) of this Agreement.

1.2 The Parties acknowledge and agree that in their respective capacities as named holders of Licences, they shall be responsible to do all things necessary to fulfil the purposes of and comply with any and all obligations and duties which arise therefrom. The Parties acknowledge and agree that each such Party shall be responsible for the specific functions and responsibilities allocated to them pursuant to Schedule One (Functions and Responsibilities) of this Agreement.

1.3 The Parties hereby respectively, reciprocally and mutually agree and undertake to act in utmost good faith and, furthermore, that they will do all things necessary, required or desirable to give effect to the terms and conditions of this Agreement and to the spirit and intention of this Agreement.

1.4 The Parties undertake to carry out their respective functions and responsibilities in a timely and professional manner (in the case of Drivers, in accordance with the

Service Levels) and to, at all times, observe the provisions of the Licenses and the Applicable Laws.

1.5 Each Party shall at all times ensure that all Licenses, authorisations, certifications and any other permit or permission as required in terms of the Applicable Laws are validly held for the purpose of the carrying out of their respective functions and responsibilities, as required for the purposes of the conduct of the Cooperation Arrangement. In particular where Cooperation Arrangement Services are provided as part of the Cooperation Arrangement they may only be provided by individuals with a licence to drive an SPSV issued by the National Transport Authority (“NTA”) in accordance with Applicable Laws. Such licence must be valid and current at all times during which the Driver provides Cooperation Arrangement Services pursuant to the Cooperation Arrangement. Further, in accordance with the Taxi Regulation Act 2013, a Driver shall only provide Cooperation Arrangement Services as part of the Cooperation Arrangement using an SPSV that is: (i) licensed by the NTA as a taxi, hackney or limousine, as applicable, to operate in the place in which the Cooperation Arrangement Services are provided and to carry Passengers; and (ii) owned by the Driver or owned by a Multi-Vehicle Operator and rented by the Driver in accordance with Applicable Laws. Where a Multi-Vehicle Operator is required to hold a licence to act as a dispatch operator under Applicable Laws, it must do so. Cooperation Arrangement Services may only be provided where permitted to do so and must be provided in accordance with Applicable Laws.

## **2. Costs**

2.1 Each of the Parties shall bear the respective costs incurred for the purposes of the carrying out of their respective functions and responsibilities per Section 1 above.

2.2 The Parties hereby agree that FREENOW’s liability, if any, arising from or in connection with the fulfilment of its duties in terms of this Agreement shall be limited to the costs directly incurred thereby for the purposes of the execution of its functions and responsibilities in terms of this Agreement.

## **3. Revenue**

3.1 The Revenue Share Entitlement of each of the Parties shall be determined in accordance with Schedule Two (Revenue Allocation) of this Agreement and shall correspond with the functions of the Parties pursuant to the Cooperation Arrangement.

3.2 The Parties shall, on an annual basis, review the development of the Cooperation Arrangement and the scope of their respective functions and responsibilities in connection therewith. The Parties may, on the basis of the outcome of the said review, adjust to the extent necessary, the Revenue Share Entitlement so as to reflect any alteration made to the scope of the functions allocated in terms hereof.

3.3 For the avoidance of doubt and notwithstanding anything else stated in this Agreement, the Parties hereby agree and declare that each Party's Revenue Share Entitlement in terms of this Agreement shall not include any amounts which may, from time to time, be due by one Party to the other on account of services rendered, if any, which services shall, for the avoidance of doubt, expressly fall outside the scope of this Agreement and for which separate and distinct consideration shall be due and payable. In particular (but without prejudice to the generality of the foregoing), any Driver bonuses or financial incentives that may be offered by FREENOW from time to time (whether as a once-off bonuses or financial incentives or as ongoing arrangements) and that may become payable by FREENOW to Drivers as a result of meeting the criteria applicable to such bonus(es) shall not form part of the Revenue Share Entitlement.

3.4 Each Party shall be solely responsible for any taxation (including value added tax) which may, from time to time, be payable in respect of its Revenue Share Entitlement.

3.5 For the avoidance of doubt, the Revenue Share Entitlement of each of the Parties determined in accordance with Schedule Two (Revenue Allocation) of this Agreement shall also apply with respect to Business Accounts (as defined in the Business Terms).

#### *4. Operation*

4.1 The Parties undertake that strategic financial and operating decisions, concerning the Cooperation Arrangement, shall for the duration of this Agreement, be taken jointly by the Parties.

Provided that the Parties shall, independently, carry out the respective functions and responsibilities assigned to them pursuant to Section 1 of this Agreement, in accordance with the decisions taken pursuant to the first paragraph to this Section 4 with a view to providing passenger transport services to passengers by means of collaboration pursuant to the Cooperation Arrangements. For the avoidance of doubt none of the provisions of this Agreement and the Cooperation Arrangements shall be construed as establishing a partnership between FREENOW and any of the Relevant Operators. Additionally (and save as provided at Section 7.6) neither Party shall have any authority to bind the other in any way.

4.2 For the purposes of this Section 4, the phrase “*strategic financial and operating decisions*” includes, but is not limited to, any decisions concerning:

1. changes in taxi regulations (or similar measures) and response to same,
2. price of fuel, and
3. switch over to electric vehicles.

## 5. *The FREENOW Platform*

5.1 FREENOW's Driver Application, and other elements of the FREENOW Platform, allows Drivers to be connected with potential Passengers including, for the avoidance of doubt, Authorised Users (as defined in the Business Terms), (each a “Passenger”) and access to same is made available to the Relevant Operator as part of the Cooperation Arrangement. The Cooperation Arrangement Services that can be provided pursuant to the Cooperation Arrangement by the FREENOW Platform have been set out above, but these may be expanded, limited or otherwise amended by the Parties from time to time.

5.2 The Driver (on behalf of the Relevant Operator, where applicable) as part of the Cooperation Arrangement may be notified of either a request for immediate Cooperation Arrangement Services or a request to pre-book same (“Pre-Booking”) from a Passenger via the FREENOW Platform. (a “Request”). By accepting the



Request on the FREENOW Platform, the Relevant Operator (and, if applicable, its Employed Driver) shall be bound to fulfil the Request as requested by the Passenger as part of the Cooperation Arrangement.

5.3 Through the FREENOW's Driver Application, the Relevant Operator may also be connected with potential passengers seeking transport services through third-party platforms partnering with FREENOW. A detailed and up-to-date list of such additional distribution channels is available at the following link: <https://www.free-now.com/ie/additional-distribution-channels-for-drivers/> FREENOW reserves the right to update this list from time to time. The Relevant Operator and Drivers are encouraged to consult this link regularly for the most up-to-date information.

5.4 Whilst FREENOW, as a participant in the Cooperation Arrangements in accordance with this Agreement, does not act as a provider of online intermediation services to Relevant Operators, the Relevant Operator is free to accept or not accept any and all Requests. Further, FREENOW cannot guarantee that Passengers, or any particular Passenger, will be available when the Relevant Operator uses the FREENOW Platform and/or the Driver uses the Driver Application.

5.5 FREENOW shall, as part of the Cooperation Arrangement, provide Drivers with the Driver Application for web-enabled mobile end devices, in accordance with the General Terms of Use for the Driver Application.

5.6 Forming a Cooperation Arrangement with FREENOW, and using the FREENOW Platform, as part of the Cooperation Arrangement, shall not prevent a Relevant Operator offering transport services through any other means or on its own behalf outside of the Cooperation Arrangement.

5.7 Relevant Operators that provide dispatch services or otherwise provide services similar to those made available via the FREENOW Platform, whether to the public generally or to specific categories of the public or to businesses (collectively "Alternative Services") shall not be entitled to use the FREENOW Platform as part of the Alternative Services made available by them, whether as a means of addressing capacity issues experienced by such Alternative Services or otherwise. The FREENOW Platform may only be used as part of and in accordance with the

Cooperation Arrangement. If FREENOW suspects that a Relevant Operator is using the FREENOW Platform in breach of this Section 5.6, it shall be entitled to restrict, suspend or exclude from the use of the FREENOW Platform, whether temporarily or permanently or in whole or in part, that Relevant Operator in accordance with Sections 12.1 and 12.2 below.

## *6. Availability, change and interruption*

6.1 Pursuant to Schedule One, FREENOW is responsible for the provision of key technical set up with respect to the Cooperation Arrangement Services and may with or without prior consultation with the Relevant Operator under the Cooperation Arrangement, modify the Driver Application, the Website or any other element of the FREENOW Platform, including, without limitation, to enhance or to optimise the FREENOW Platform and its online services, or to perform other qualitative improvements to it.

6.2 FREENOW further reserves the right to suspend any element of the FREENOW Platform, including the Driver Application, without prior notice to the Relevant Operator and/or Drivers where necessary for the purposes described at Section 6.1 above. FREENOW will use all reasonable endeavours to inform Relevant Operators and Drivers before suspending the FREENOW Platform or any element thereof. FREENOW will use all reasonable endeavours to achieve the highest level of availability possible and eliminate outages as soon as possible, however FREENOW cannot and does not guarantee the availability of the FREENOW Platform.

## *7. Access to the FREENOW Platform as part of the Cooperation Arrangement*

7.1 Registration as a Relevant Operator on the FREENOW Platform is made available as part of the Cooperation Arrangement and is a precondition of forming a Cooperation Arrangement with FREENOW. In order to sign up to and use the FREENOW Platform as part of the Cooperation Arrangement, a Relevant Operator must register an account ("Operator Account") and furnish complete and accurate information as requested during the registration process, including the SPSV(s) to be used to provide Cooperation Arrangement Services via the FREENOW Platform. A Multi-Vehicle Operator shall submit the information relating to its Employed Drivers that are to use the Driver Application on the Relevant Operator's behalf and in doing

so confirms: (i) it has obtained those Drivers' permissions to do so; and (ii) it has a valid legal basis for sharing personal data (as defined in the GDPR, itself defined in Section 15.1 below) of its Employed Drivers with FREENOW. Upon registering, a Relevant Operator authorises its Employed Drivers to make use of the FREENOW Platform for its account in accordance with this Agreement.

7.2 In order to use the Driver Application, a Driver must also open and maintain a personal Driver account by accepting and agreeing to comply with the General Terms of Use of the Driver Application. In the case of a Multi-Vehicle Operator, its Multi-Vehicle Operator account and Employed Driver account(s) shall be linked.

7.3. The Relevant Operator acknowledges and accepts the risks which result from the Internet being a public network. FREENOW shall not be liable for the quality of the Internet service, or for damages resulting from its misuse, including any forms of illegitimate access, malicious actions or cyber attacks.

7.4 When a Passenger makes a Request, that Request is notified to Drivers via the Driver Application matching the service type and Passenger preferences requested near the location of the Passenger. As well as proximity to the Passenger, in determining when a Driver receives notification of a Request FREENOW will take account of: the status of a Driver as a "FREENOW Ambassador"; FREENOW's Driver loyalty and reward programme (information on this programme is available [here](#)); and ratings of the Driver as provided by previous Passengers. These factors affect whether a Driver receives notification of a Request in order to ensure Passengers of the Cooperation Arrangement receive a timely service, as well as rewarding Drivers who provide high quality services. A Request may be accepted by a Driver so notified of a Request by pressing the "ACCEPT" button.

7.5 In the case of a Pre-Booking Request, the Pre-Booking Request is notified to Drivers through the Driver Application. "FREENOW Ambassadors" and Drivers having obtained loyalty status shall also receive priority access to Pre-Booking Requests. Any Driver so notified shall be free to accept the Request, and the Request shall be accepted by the first Driver to press the "ACCEPT" button.

7.6 The Relevant Operator (or in the case of a Multi-Vehicle Operator, an Employed Driver on behalf of that Multi-Vehicle Operator) and FREENOW both agree with a

specific Passenger via the FREENOW Platform to provide requested Cooperation Arrangement Services, as part of the Cooperation Arrangement, when the "ACCEPT" button is pressed by the Driver in respect of a specific Request. Settlement of amounts due from the Passenger following completion of a Request, as part of the Cooperation Arrangement, shall be in accordance with Section 9 below, with the relevant agreement underlying the completion of that Request being construed in accordance with principles of the law of contract and other general legal principles and relevant laws (including any taxes, charges or other fees applied to Cooperation Arrangement Services by regulatory authorities).

#### *8. Representations, Warranties and Obligations of the Relevant Operator for the benefit of Passengers and compliance with the Cooperation Arrangement*

8.1 When providing Cooperation Arrangement Services pursuant to the Cooperation Arrangement and at all times during the term of this Agreement, the Relevant Operator represents, warrants, and agrees for the benefit of Passengers and in compliance with the Cooperation Arrangement that: (i) all requirements of Applicable Laws (including the holding of SPSV licenses and SPSV vehicle licences) applicable to the Relevant Operator and (if relevant) its Employed Drivers and necessary for the Cooperation Arrangement Services that it is to provide pursuant to the Cooperation Arrangement (the "Relevant Transportation Services") are met and shall continue to be met for the duration of this Agreement; (ii) it possesses (or in the case of a Multi-Vehicle Operator, each of its Employed Drivers possesses) valid driver's licences for the operation of the relevant SPSV and accepted and recognised in Ireland; (iii) it is (or its Employed Drivers are) authorised and medically fit to operate the relevant SPSV and comply with all the licences, authorisations and approvals valid and necessary for the execution of the Relevant Transportation Services; (iv) it possesses (and, where relevant, its Employed Drivers possess) the necessary and up-to-date level of training and knowledge for the provision of the Relevant Transportation Services; (v) it has (or its Employed Drivers have) the legal right to operate the SPSV(s) used when providing the Relevant Transportation Services and such SPSV(s) is/are in good operating condition and meet(s) the industry safety standards and the requirements of Applicable Laws and other applicable safety and

road traffic regulations, including, but not limited to the Road Traffic Acts 1961 to 2018 (“Road Safety Laws”); and (vi) it possesses all the insurances required by Applicable Laws and Road Safety Laws, in coverage amounts consistent with Applicable Laws and Road Safety Laws. The Relevant Operator shall inform FREENOW without undue delay of any changes that limit, terminate or otherwise affect its right or ability to provide the Relevant Transportation Services.

8.2 The Relevant Operator is fully responsible for acquiring and/or hiring the SPSV(s) that will be used for the provision of the Cooperation Arrangement Services pursuant to the Cooperation Arrangement and maintaining it so that it is suitable for use for the benefit of the Passengers as part of the Cooperation Arrangement.

8.3 The Relevant Operator is liable for and must ensure that accepted Requests will be exclusively fulfilled by itself/its Employed Drivers and that the Driver Application will exclusively be used by itself/its Employed Drivers registered on the FREENOW Platform. The Relevant Operator shall inform FREENOW promptly if the contractual relationship with an Employed Driver registered with FREENOW under the Relevant Operator’s name has been terminated.

8.4 Both FREENOW and the Relevant Operator acknowledges and agrees that the Relevant Operator is not, and (if applicable) the Employed Drivers are not, and none will become, an employee or agent of FREENOW during the term of this Agreement, and shall not be entitled to any fee, salary, pension, bonus, or other fringe benefits from FREENOW. In the case of an Individual Operator, it shall remain liable and responsible for all tax liabilities (including value added tax) in respect of any Revenue Share Entitlement made to it under this Agreement and the Individual Operator hereby agrees to indemnify and keep indemnified FREENOW on demand against any claims or demands that may be made by the relevant authorities in respect of such tax liabilities. In the case of a Multi-Vehicle Operator, such Multi-Vehicle Operator shall be and remain liable and responsible for all income tax, PRSI and other employment-related obligations in respect of its Employed Drivers, and hereby agrees to indemnify and keep indemnified FREENOW on demand against any claims or demands that may be made by the relevant authorities in respect of such employment-related liabilities. Each Party shall be solely responsible

for any taxation which may, from time to time, be payable in respect of its Revenue Share Entitlement.

8.5 This Agreement shall not constitute or create a partnership between FREENOW and the Relevant Operator or between either FREENOW/the Relevant Operator and any other person with whom FREENOW may enter into a contract for services or of service. Neither Party shall have any authority to bind the other in any way. Nothing in this Agreement shall create, or be deemed to create, the relationship of principal and agent, between FREENOW and the Relevant Operator.

8.6 The Relevant Operator shall further ensure (and in the case of Multi-Vehicle Operators, shall procure that its Employed Drivers ensure) that the mobile device required for using the Driver Application will be safely mounted in the SPSV while rendering the Cooperation Arrangement Services pursuant to the Cooperation Arrangement, in compliance with all Road Safety Laws.

8.7 If the Relevant Operator commits, or its Employed Drivers commit, any breach of Applicable Laws or Road Safety Laws, it shall indemnify and keep indemnified FREENOW on demand from and against any and all liabilities, claims, demands, costs, expenses, obligations, damages, judgments, proceedings, actions and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses, including interest, penalties and reasonable legal fees) ("Losses") suffered or incurred by FREENOW in respect of any liability arising out of or in connection with the Relevant Operator's, or its Employed Driver's, breach of Sections 8.1 to 8.3 and 8.6.

#### *9. Processing of payments and Pay by App as part of the Cooperation Arrangement*

9.1 The payment methods available under the Cooperation Arrangement on the FREENOW Platform may vary depending on the Transportation Service provided to the Passenger. Consequently, the Relevant Operator shall take all appropriate steps in advancing the Cooperation Arrangement to accept Pay by App for the provision of Other Services or other fixed fare services (including any fixed fare Taxi Services) and may further take such steps to accept Pay by App for Taxi Services during specific times in accordance with Section 9.4 below. Use of the Pay by App service

by Passengers is regulated by FREENOW's terms and conditions for Passengers ("Passenger Terms"). Notwithstanding the foregoing, cash payment shall be accepted under the Cooperation Arrangement by the Relevant Operator for the purpose of settling a completed Request, unless the Driver in question is prevented from accepting cash payment in accordance with the terms of Section 9.3 or Section 9.4 below.

9.2 Upon completion of a Request to be settled via Pay by App, the Relevant Operator or the Employed Driver acting on its behalf, as the case may be, to promote the Revenue of the Cooperation Arrangement, may be asked to obtain confirmation that the Passenger is authorised to pay via Pay by App by having the Passenger use the generally applicable authorisation method through the Passenger application and thereby agreeing to the amount and the method of payment. The Parties hereby agree that FREENOW and its third-party partners will invoice the price payable for a completed Request under the Cooperation Arrangement using Pay by App, including the amount of VAT (if applicable), on behalf of the Relevant Operator and FREENOW. Notwithstanding the foregoing, a Driver shall be obliged to provide a Passenger with a copy of a receipt in respect of amounts paid to the Driver, via the FREENOW Platform, by the Passenger if requested by the Passenger.

9.3 Upon completion of a Request to be settled via cash payment, the Driver shall input the total amount received from the Passenger into the Driver Application (excluding any tip paid by the Passenger to the Driver). FREENOW reserves the right to verify that amounts inputted into the Driver Application by Drivers in respect of cash payments received are accurate, and any Drivers found to be inaccurately inputting such amounts shall be in breach of the Cooperation Arrangement. Without prejudice to FREENOW's other rights under this Agreement, FREENOW may prevent Drivers in breach of the Cooperation Arrangement from receiving notification of Requests to be settled by way of cash payment under the Cooperation Arrangement.

9.4 Pursuant to Schedule One, FREENOW is responsible for managing demand with respect to the Cooperation Arrangement Services and may, from time to time with



consultation with Drivers or at its sole discretion, determine that during certain specified times (including, without limitation, times of peak demand for trips) Passengers shall be required to discharge amounts due to the Relevant Operator/Driver following completion of a Request and any other fees due from the Passenger, whether to FREENOW or to the Relevant Operator (including, without limitation, the Technology Fee and any Cancellation Fee), using Pay by App and that the use of cash to discharge amounts due to the Relevant Operator/Driver following completion of a Request during those certain specified times shall not be accepted (such periods being "Cash-Free Periods"). Any decision to implement such Cash-Free Periods, as part of the management of demand by FREENOW, shall be made on the basis of the business needs of the Cooperation Arrangement (including the need to maximise the number of Drivers available during times of peak demand) and to ensure greater availability of Drivers and more rapid response times, to the benefit of Passengers. In the event of any decision to introduce Cash-Free Periods, FREENOW shall notify all Drivers not less than four (4) weeks in advance of the commencement of the application of such Cash-Free Periods, such notification to include the specific hours and/or days during which such Cash-Free Periods shall operate. Drivers shall also be prevented from inputting details of any cash amounts received from the Passenger into the Driver Application in respect of any Requests completed during such Cash-Free Periods.

9.5 Pursuant to Schedule One FREENOW is responsible for invoicing passengers during the term of this Agreement and the Parties agree that FREENOW (or its third-party billing partners) will issue, in the name of the Parties, invoices for Cooperation Arrangement Services provided through the Cooperation Arrangement to Passengers. For the avoidance of doubt and notwithstanding the foregoing, a Driver as part of its responsibilities under the Cooperation Arrangement in Schedule One shall be obliged to provide a Passenger with a copy of a receipt in respect of amounts paid to the Driver, via the FREENOW Platform, by the Passenger if requested by the Passenger. The Relevant Operator has a period of fifteen (15) days to object to the content of an invoice issued by FREENOW. In the absence of objection during this period, it is deemed that the Relevant Operator has no objection to such invoice.



## *10. Implementation of Revenue Share*

10.1 The Parties shall share the Revenue in accordance with Schedule Two (Revenue Allocation). In particular, and for the purposes of calculating the Revenue Share Entitlement in respect of Cooperation Arrangement Services provided as part of the Cooperation Arrangement, the Relevant Operator shall, and shall procure, if applicable, that its Employed Drivers shall, keep account of and report to FREENOW (by way of the entry of the fare amount into the Driver Application at the end of each trip) the full amounts of the fees charged by the Relevant Operator for the Cooperation Arrangement Services provided as part of the Cooperation Arrangement, excluding any tip paid by the Passenger to the Driver. FREENOW may (as the Party responsible for drawing up statements of accounts) request such evidence as it may consider appropriate to enable it to determine that the amount of the fees paid by Passengers received by the Relevant Operator under the Cooperation Arrangement and reported to FREENOW are correct and accurate.

10.2 The Parties to each Cooperation Arrangement may agree to change their Revenue Share Entitlement in line with their respective costs and responsibilities from time to time. Any such changes agreed between the Parties shall be confirmed to the Relevant Operator in writing no later than 15 days before they are due to become effective.

10.3. FREENOW reserves the right in its sole discretion to charge the passengers such other fees, which do not form part of the Revenue of the Cooperation Arrangement, from time to time and at any time as may be separately provided for under the Passenger Terms and/or to change such fees. The Relevant Operator shall be informed of such changes in writing no later than 15 days before they become effective and FREENOW reserves the right to charge such amounts together with any VAT thereon.

10.4 On a weekly basis, FREENOW shall draw up in respect of the Relevant Operator: (i) an overview of completed Requests and (ii) an account statement (the "Documents"). The Documents shall inform the Relevant Operator of the amount of the Revenue Share Entitlement of the Relevant Operator during the previous week.

FREENOW shall send the Documents to the Relevant Operator within seven (7) working days.

10.5 In accordance with Section 20.11 below, FREENOW reserves the right, in accordance and compliance with the provisions of the Fraud Policy (as defined at Section 20.10 below) to withhold any Revenue Share Entitlement to a Relevant Operator that is deemed to arise out of, or in connection with, any Fraudulent Activities (as defined in the Fraud Policy) of a Relevant Operator.

10.6 Subject to Section 10.5, FREENOW shall make any Revenue Share Entitlement due to the Relevant Operator within a period of seven (7) days following the sending of the Documents to the Relevant Operator in accordance with Section 10.4 above. FREENOW shall not be responsible for any delay in the receipt of any Revenue Share Entitlement due to a Relevant Operator under this Section 10.6 arising from the actions or omissions of any third parties.

10.7 The Relevant Operator agrees that FREENOW shall issue an invoice in the name and on behalf of the Relevant Operator to itself (self-invoicing) in respect of payments due to the Relevant Operator relating to other activities of the Relevant Operator or its Employed Drivers and previously agreed in writing with FREENOW, including the use of advertisements, bonuses and other incentives. The Relevant Operator shall be obliged to verify the accuracy of the invoices issued on its behalf (including any VAT (if applicable) on the self-invoices). Objections shall be made as outlined under Section 10.9 below. Any payments due to a Relevant Operator under this Section 10.7 shall be made in the manner described in this Section 10.

10.8 Any Revenue Share Entitlements to be made under this Agreement shall be made: (i) in the case of payments to be made by the Relevant Operator, by way of SEPA direct debit; and (ii) in the case of payments to be made by FREENOW, by way of bank transfer to the account designated by the Relevant Operator. The Relevant Operator hereby authorises FREENOW to debit any amounts owed by the Relevant Operator to FREENOW from its account by way of SEPA direct debit, and the Relevant Operator undertakes to establish the applicable SEPA direct debit authority in favour of FREENOW. Once the SEPA direct debit order has been completed, it shall be signed by the Relevant Operator as the account holder and

shall be submitted personally or sent to FREENOW by email. A standard period of one (1) business day (being a day on which the banks in Ireland are open to the public) shall apply to the SEPA direct debit advance notices. The Relevant Operator shall be entitled to revoke the SEPA direct debit order given to FREENOW at any time, but without retroactive effect and subject to a new direct debit order being established in favour of FREENOW.

10.9 Objections to the content of any Document shall be made in writing (including email) within four (4) weeks of receipt of the Document. Failure to make any objections within this period shall be deemed as acceptance of the Document, unless the Relevant Operator can show reasonable grounds that made it impossible to make the objection within that period.

## *11. Responsibility and Disclaimers*

11.1 Access to the FREENOW Platform is provided as part of the Cooperation Arrangement on an “as is” basis and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by law, hereby excluded. FREENOW does not represent, warrant or promise, as part of any Cooperation Arrangement, any specific results from the use of the FREENOW Platform or the Driver Application including, without limitation, share of profits, share of income, number of trips or Passengers.

11.2 FREENOW does not represent, warrant or promise that the use of the FREENOW Platform as part of the Cooperation Arrangement will always be secure, available, uninterrupted, or free of errors, or that any problems, defects, breakages or network security vulnerabilities in the FREENOW Platform will be corrected. FREENOW shall not be liable to the Relevant Operator if it ceases to entirely or partially, temporarily or permanently make available the FREENOW Platform. FREENOW shall not be liable for any damage caused by errors or omissions, inaccuracy or incompleteness of any information, instructions or scripts provided by or to the Relevant Operator/Driver via the FREENOW Platform.

11.3 The Relevant Operator (and, in the case of Multi-Vehicle Operators, any one or more of its Employed Drivers) is fully responsible for the functions and responsibilities assigned to it pursuant to Section 1 and Schedule One (Functions

and Responsibilities) of this Agreement and shall indemnify and keep indemnified FREENOW on demand from and against all Losses arising out of or in connection with such assigned functions and responsibilities, including: (i) its (or its Employed Drivers') use of the FREENOW Platform; (ii) any defective performance or breach of its (or its Employed Drivers') obligations under this Agreement; and/or (iii) any breach by it and/or its Employed Drivers of Applicable Laws or Road Safety Laws. The Relevant Operator acknowledges that, by using the FREENOW Platform as part of the Cooperation Arrangement, it or its Employed Drivers, if applicable, may come into contact with persons who may be potentially dangerous, and that it uses (and, if applicable, its Employed Drivers use), the FREENOW Platform and the Driver Application as part of the Cooperation Arrangement but at its/their own risk and that it (and each Employed Driver, if applicable) is responsible for taking all reasonable and adequate safety precautions. To the greatest extent permitted by law, FREENOW shall not be liable for any Losses arising to the Relevant Operator arising out of or in connection with any Transportation Service provided by the Relevant Operator.

11.4 FREENOW is responsible, in accordance with this Agreement, for certain functions and responsibilities as detailed in Schedule One and may only be held responsible for faults relating to these functions and responsibilities that can be attributed to it and are proven by the Relevant Operator, and for direct and foreseeable damages that are the result of said faults. The following constitute indirect damage and, as such, FREENOW excludes liability for same: (i) any action taken against a Passenger, Relevant Operator or Employed Driver by a third party; (ii) the actions or inactions of any Passengers; (iii) the actions or inactions of any Relevant Operator or Employed Drivers; (iv) any actual or anticipated economic loss (including loss of revenues, profits, contracts, data, business, business opportunity or anticipated savings); (v) any special or consequential losses; (vi) losses and/or damage not caused by its breach; (vii) any loss caused by an interruption of activity; (viii) any loss of clientele, goodwill or reputation or damage to or corruption of data; (ix) failure to provide any services or to meet any of its obligations under this Agreement where such failure is due to events beyond FREENOW's control (for example a network failure); or (x) any indirect or consequential loss howsoever

caused (including, for the avoidance of doubt, whether such loss or damage is of a type specified in sub-sections (i) to (ix) above).

11.5 FREENOW shall be responsible for the materials, information and contents, in whatever form, that it creates, provides and/or requires the Relevant Operator to use as part of the Cooperation Arrangement, except for: (i) any materials, data and information provided by the Passengers, the Relevant Operator or other third parties, including their accuracy, integrity and timely receipt; and/or (ii) loss of data by the Relevant Operator, any Employed Driver or Passengers.

11.6 Subject to Section 11.11, FREENOW does not accept, and excludes to the greatest extent permitted by law, all liability for breach of any obligation or duty to take reasonable care or exercise reasonable skill other than any such obligation or duty arising under this Agreement. Further, nothing in this Agreement shall or shall be deemed to relieve the Relevant Operator of any common law duty to mitigate any loss or damage incurred by it.

11.7 Subject to Section 11.11, FREENOW's total liability to the Relevant Operator in contract, tort (including, without limitation, negligence) or otherwise arising out of or in connection with or in relation to this Agreement or any transaction, arrangement or matter contemplated by this Agreement shall be limited to €1,200. The limitation of liability under this Section 11.7 has effect in relation both to any liability expressly provided for under this Agreement and to any liability arising by reason of the invalidity or unenforceability of any term of this Agreement.

11.8 The Relevant Operator shall promptly inform FREENOW of any communications or notifications regarding claims, proceedings, sanctions, penalties, costs, losses, damage, expenses and/or other claims being made by third parties (including, without limitation, Passengers) received by it to the extent that such matters relate to Cooperation Arrangement Services provided pursuant to the Cooperation Arrangement.

11.9 FREENOW shall not be liable for any loss or damage (including loss of data) caused to the Driver's hardware or software arising from the Driver Application or the transmission of data.

11.10 The terms of this Agreement are in lieu of all other conditions, warranties and other terms concerning the supply or purported supply of, or failure to supply or delay in supplying, of any goods and/or services (except for those arising under Section 16 of the Sale of Goods Act 1893, if any) which might but for this Section 11.10 have effect between FREENOW and the Relevant Operator or would otherwise be implied or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise (including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care), all of which are hereby excluded.

11.11 Nothing in this Agreement shall limit or exclude FREENOW's liability for: (i) death or personal injury resulting from the breach of any obligation or duty to take reasonable care or exercise reasonable skill which arises from the express or implied terms of a contract or under common law (but not any stricter duty); (ii) under the tort of deceit; (iii) losses arising from intentional or gross negligence on the part of FREENOW; (iv) the terms of any written guarantee provided by FREENOW to the Relevant Operator and expressed as such and accepted by the latter; or (v) any other liability that cannot be excluded or limited by law.

## *12. Exclusion from Use*

12.1 The Parties performing their respective functions and responsibilities under Schedule One with reliability and adhering to all legal requirements is of great importance for the success of the Cooperation Arrangement. For this reason, FREENOW may, as part of the Cooperation Arrangement, pause (or suspend) access to, cease (or exclude from) access to or limit (restrict) access to the FREENOW Platform (the "FREENOW Access") by, or terminate Cooperation Arrangements with, a Relevant Operator (and, in the case of Multi-Vehicle Operators, any one or more of its Employed Drivers), whether temporarily or permanently or in whole or in part (for example, only with respect to Pay by App, Taxi Services, Other Services or Pre-Booking Requests), in the sole discretion of FREENOW (as the Party responsible for the provision of key technical set up), for any one or more of the following reasons: (i) a proven or suspected material breach of this Agreement; (ii) a proven or suspected breach of the General Terms of Use for

the Driver Application; (iii) failure to comply with Applicable Laws or Road Safety Laws; (iv) failure to comply with the Fraud Policy (as defined at Section 20.10 below) and/or engaging in Fraudulent Activities (as defined in the Fraud Policy); (v) the Relevant Operator or Employed Driver not meeting the Service Levels; or (vi) any other action(s) that, in the opinion of FREENOW constitute a repudiation of this Agreement (together the “Reasons”).

12.2 For the purposes of Section 12.1, a “breach” includes, but is not limited to: (i) the Relevant Operator’s failure to pay any sums due to FREENOW under this Agreement; (ii) the revocation by the Relevant Operator of any SEPA direct debit mandate requested by FREENOW without prompt replacement thereof; (iii) the cancellation of a Request (including a Pre-Booking) after accepting it without a proven reasonable cause; (iv) a breach of Section 9.5; (v) repeated violations of this Agreement, the General Terms of Use for the Driver Application, Applicable Laws or Road Safety Laws, and/or any other applicable contractual terms or legal provisions; (vi) criminal conviction or behaviour or in the event of an arrest of the Relevant Operator or Employed Driver in question by authorities; or (vii) severe and/or repeated complaints by Passengers against a Relevant Operator or an Employed Driver.

12.3 FREENOW is responsible for passenger quality of service and accordingly reserves the right to apply the Service Levels as part of the Cooperation Arrangements, in order to maintain and improve the quality of the Cooperation Arrangement Services for Passengers. Specifics of the Service Levels shall be detailed separately to this Agreement (but are agreed to be incorporated herein) and Drivers and Relevant Operators shall be notified of the then-current Service Levels (and the consequences for failing to meet the specific service levels) via the Driver Application.

12.4 Where FREENOW decides to pause or limit access to any FREENOW Access by a Relevant Operator (or, in the case of a Multi-Vehicle Operator, an Employed Driver) under this Agreement for any one or more of the Reasons (an “Excluded Party”), it shall, no later than the notification of the pause, cessation or limitation, provide the Excluded Party (and, in the case of an Employed Driver, the employing



Multi-Vehicle Operator) with an account of the reasons for that decision in writing (which may include email or via the Driver Application).

12.5 Where FREENOW decides to cease access to any FREENOW Service by, or terminate the Cooperation Arrangements with, any Relevant Operator (or, in the case of a Multi-Vehicle Operator, an Employed Driver) under this Agreement for any one or more of the Reasons (a “Terminated Party”), it shall provide the Terminated Party (and, in the case of an Employed Driver, the employing Multi-Vehicle Operator), at least ten (10) days prior to the termination taking effect, with an account of the reasons for that decision in writing (which may include email or via the Driver Application), unless FREENOW, acting reasonably, determines that an immediate cessation of access is required in the circumstances (which may include, without limitation, in the event of fraud, actual or reasonably suspected criminal activity or non-payment of amounts owed to FREENOW).

12.6 In the case of a pause, limitation or cessation/termination, the Excluded Party/Terminated Party/employing Multi-Vehicle Operator shall have the opportunity to make representations through FREENOW’s internal complaint-handling process set out in Section 13 below, and FREENOW may change or reverse the decision taken by FREENOW in accordance with Section 12.3 or Section 12.4, as appropriate. In the event of FREENOW reversing any such decision, it shall re-instate the Excluded Party’s/Terminated Party’s access to the FREENOW Platform as part of the Cooperation Arrangement. or recommence the Cooperation Arrangements. without undue delay and shall, if requested, provide the Excluded Party/Terminated Party with any access to personal or other data, or both, to which it is entitled that resulted from its use of the FREENOW Platform prior to the pause, cessation or limitation having taken effect.

12.7 The notice period in Section 12.4 shall not apply where FREENOW: (i) is subject to a legal or regulatory obligation which requires it to terminate in a manner which does not allow it to respect that notice period; (ii) is entitled to terminate under applicable law; (iii) has, in accordance with the process set out in the Fraud Policy, determined that the Terminated Party has repeatedly breached the Fraud Policy and/or repeatedly engaged in Fraudulent Activities; or (iv) can demonstrate that the



Terminated Party has on more than one occasion infringed this Agreement and/or the terms and conditions for the use of the Driver Application. In such event, the Relevant Operator and/or its Drivers shall be provided with a statement of reasons for that decision in writing (which may include email) without undue delay.

12.8 Any account of reasons given in accordance with this Section 12 shall describe the specific facts or circumstances, including contents of any third-party notifications, that led to FREENOW's decision as well as the relevant Reasons.

12.9 FREENOW is not obliged to provide an account of reasons to the Excluded Party/Terminated Party/Multi-Vehicle Operator where it is subject to a legal or regulatory obligation not to provide the specific facts or circumstances or the reference to the applicable Reason or Reasons, or where FREENOW can demonstrate that the Excluded Party/Terminated Party/Multi-Vehicle Operator concerned has on more than one occasion infringed this Agreement and/or the General Terms of Use for use of the Driver Application, resulting in termination.

12.10 The foregoing provisions of this Section 12 (and this Agreement generally) are without prejudice to the status of the parties under the Cooperation Arrangements, including, without limitation, the fact that FREENOW does not act as a provider of online intermediation services to Relevant Operators.

### *13. Complaints*

13.1 FREENOW provides an electronic tool on the Website to allow the Relevant Operator to submit complaints, which will be handled by FREENOW's internal complaints handling team. FREENOW shall only handle complaints made in the manner prescribed on the Website. A link to this complaints tool is available via the "Help" section provided in the Driver Application.

13.2 Pursuant to Section 1 and Schedule One (Functions and Responsibilities) of this Agreement FREENOW is responsible for managing Passenger complaints for services rendered under the Cooperation Arrangements and will provide an electronic tool on the Website to allow the Passenger to submit complaints, which will be handled by FREENOW's internal complaints handling team. FREENOW shall only handle complaints made in the manner prescribed on the Website/APP.

13.3 FREENOW shall process and respond to any complaint lodged swiftly and effectively, taking into account the importance and complexity of the issue(s) raised. FREENOW shall communicate to the complainant the outcome(s) of the internal complaint-handling process.

#### *14. Intellectual Property*

14.1 For the purposes of this Section 14, “Intellectual Property Rights” includes any patent, trade or other mark, registered design, topography right, copyright, database right or any other right in the nature of any of the foregoing (or application, or right to apply for, any of the foregoing), and trade or business name, invention, discovery, improvement, design, technique, confidential process or information or know how, in each case subsisting anywhere in the world and whether registered, unregistered or unregistrable, and any licence or right of user of any of the foregoing, and the full right to all legal protection relating to the same.

14.2 FREENOW is responsible for the provision of key technical set up as part of the Cooperation Arrangement and for this purpose FREENOW grants to the Relevant Operator a limited, royalty-free, revocable, non-transferrable and non-exclusive licence to the Relevant Operator, without any right to grant sub-licence(s), to use the Intellectual Property Rights (as defined below) in the FREENOW Platform, solely for the purpose of providing the Cooperation Arrangement Services as part of the Cooperation Arrangement. Any commercial use or other exploitation, outside of the Cooperation Arrangement, of FREENOW rights, services or contents is not permissible. The Relevant Operator agrees and acknowledges that: (i) save as aforesaid, it has no rights and will obtain no rights in the Intellectual Property Rights (and the goodwill associated with such rights shall at all times belong and inure to FREENOW); (ii) the Relevant Operator shall not use or permit to be used by any person under its control any of the Intellectual Property Rights without the prior written consent of FREENOW; (iii) the Relevant Operator shall not do, or omit to do, and shall not authorise any third party to do, anything which might prejudice or adversely affect the validity of any Intellectual Property Rights owned by FREENOW or any company of its group, and, shall immediately cease to use any Intellectual Property Rights upon the termination or expiry of this Agreement; and (iv) the

Relevant Operator shall, at the expense and request of FREENOW, take all reasonable steps to assist FREENOW to maintain the validity and enforceability of FREENOW's Intellectual Property Rights.

14.3 Except to the extent that FREENOW cannot prohibit such acts by law, the Relevant Operator shall not modify, copy, translate, disseminate, publish, transmit, distribute, present, disassemble, decompile, reverse engineer (including error correction or any other type of maintenance), create derivative works of or assign the rights to any part of the FREENOW Platform or any content that appears on the FREENOW Platform or the Website.

14.4 FREENOW is responsible for the carrying out of advertising, marketing and promotional activities as part of the Cooperation Arrangement. The Relevant Operator is not authorised to use the logo of FREENOW (and/or any other registered or unregistered trademark associated with FREENOW's services) or mention the name of FREENOW (and/or any other registered or unregistered trademark associated with FREENOW's services) for its own purposes, including as a reference on his/its Website, on his/its SPSV or in any other way without the prior written consent of FREENOW and as part of the Cooperation Arrangement.

14.5 Any Intellectual Property Rights owned by the Relevant Operator shall remain unaffected, and nothing in this Agreement shall be construed to convey or transfer any ownership or proprietary interest in any Intellectual Property Rights owned by the Relevant Operator to FREENOW.

## *15. Communications, Data and Data Protection*

15.1 The Relevant Operator is aware that his/her personal data, and any personal data under his/her/its control, including personal data of any Employed Drivers, shall be collected, processed and used in connection with the FREENOW Access, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR") and any applicable implementing national laws (including the Data Protection Acts 1988-2018). This Agreement and the FREENOW Privacy Notice are available at [free-now.com/ie/gtc-privacy-policy-cookies/](https://free-now.com/ie/gtc-privacy-policy-cookies/). The Relevant Operator also undertakes to fully comply with any obligations on it arising out of the GDPR and its implementing laws.

15.2 As part of its use of the FREENOW Platform, the Relevant Operator shall have access to the following data (which may include personal data as defined under the GDPR): (i) data on Passengers, including both potential Passengers and Passenger from whom a Request has been accepted (such data may include name, geo-localisation data and a masked phone number); and (ii) data provided by that Relevant Operator to FREENOW in connection with or as part of the provision by it of the Cooperation Arrangement Services, including name, address, date of birth, phone number, email address, Driver and SPSV licence details, photo, area of operation, geo-localisation data and bank account data ("Data"). FREENOW receives the Data from each of the Relevant Operators, Drivers and Passengers as part of its provision of the FREENOW Access and its services to Passengers.

FREENOW also uses third party providers to offer its services. If a passenger requests a trip through a third party, then the Transport Operator's personal data (such as name, photograph, car registration number and license number) can be shared with that provider, solely in order to share this information with a passenger that requested the trip. In addition, FREENOW may transfer the Transport Operator's personal data to other service providers or affiliated FREENOW entities involved in supporting or enhancing the provision of its services. Any such transfers are carried out with a high level of security and in strict compliance with applicable data protection laws. For more information about the third parties that may access your data and how it is handled, please refer to the Privacy Notice: <https://www.free-now.com/ie/driver-privacy-policies/>

15.3 The Relevant Operator may access the Data through using the Driver Application (in the case of Data falling under section 15.2(i) above) or through a data subject access request to FREENOW's customer service team (in the case of Data falling under section 15.2(ii) above or any other Transport Operator personal data processed by FREENOW). The Relevant Operator shall give notice to FREENOW of any unauthorised use, disclosure, theft or other loss of the Data immediately upon or as soon as is practicable after but in any case no later than 24 hours after becoming aware of it.

15.4 Any personal data (as such term is defined in the GDPR) of Passengers or potential Passengers that is shared with a Relevant Operator (or its Employed Drivers, if applicable) via the Driver Application or otherwise must not be used by the Relevant Operator (or its Employed Drivers, if applicable) for any purposes other than providing the Cooperation Arrangement Services and must not be disclosed to third parties by the Relevant Operator (or its Employed Drivers, if applicable) without the prior consent of FREENOW and the Passenger or potential Passenger. Users shall comply with all of their obligations under the GDPR and any other applicable laws relating to data protection, including the Data Protection Acts 1998-2018 and any guidance issued by the Data Protection Commission in Ireland.

## *16. Confidentiality*

16.1 The Parties shall, as part of the Cooperation Arrangement, keep confidential any Confidential Information (including, without limitation, taking all precautions that it employs in respect of its own Confidential Information) and shall not, without the prior written consent of the other Party, use, disclose, copy or modify Confidential Information other than as necessary for the exercise of its rights, and performance of its obligations, under this Agreement.

16.2 “Confidential Information” shall, in the context of the Cooperation Arrangement, include all information or data (in whatever form communicated or recorded) belonging, held or relating to a Party, its business affairs or activities, including (but not limited to): (i) information of a technical, financial, organisational, commercial or strategic nature; (ii) any other information relating to the activity of each of the Parties; (iii) in the case of FREENOW, information relating to Passengers; and (iv) information due to its character or nature, a reasonable person in a like position to its recipient and under like circumstances would treat as confidential, including information protected as trade secrets.

16.3 The following are excluded from the provisions of Section 16.1: (i) internal disclosure of Confidential Information to sub-contractors, employees or consultants of the Relevant Operator to the extent strictly necessary for the compliance with the provisions of this Agreement and provided that the Relevant Operator ensures that such persons adhere to the same standard of confidentiality as under the terms

provided herein; (ii) information that becomes publicly known, not due to its own negligence, or is transmitted to it by a third party without a breach of this Section 16; and (iii) disclosure of information to the extent strictly necessary for compliance with legal provisions or with a court, governmental or regulatory authority order, to the extent of the relevant disclosure requirement.

16.4 The confidentiality obligations contained in this Section 16 shall survive the termination of or assignment of rights under this Agreement.

16.5 A Party shall give notice to the other Party of any unauthorised use, disclosure, theft or other loss of Confidential Information immediately upon or as soon as is practicable after becoming aware of it.

### *17. Independence*

17.1 Each of the Parties acknowledges and agrees that neither the Relevant Operator nor any Employed Driver is, and neither will it/they become, an employee of FREENOW during the term of this Agreement and consequently neither shall be entitled to any fee, salary, pension, bonus, or other fringe benefits from FREENOW. The Parties further acknowledge that each of them is responsible for the functions and responsibilities assigned to them pursuant to Section 1 and Schedule One (Functions and Responsibilities) of this Agreement and FREENOW further acknowledges and agrees that FREENOW has no power of direction or authority over the Relevant Operator or any Employed Drivers (if applicable), each of which/whom shall act in all circumstances independently in carrying out their respective functions and responsibilities, without integration of the Relevant Operator/its Employed Drivers with the FREENOW business or being subject to FREENOW's management or discipline. The Relevant Operator, any Employed Drivers or any other employees shall not represent themselves or hold themselves out as representatives or employees of FREENOW.

17.2 This Agreement cannot be interpreted as giving rise to a partnership or agency relationship between FREENOW and the Relevant Operator. Neither Party shall have any authority to bind the other in any way.

### *18. Alternative Dispute Resolution*

18.1 In case of any dispute arising out of or in connection with this Agreement or any breach of it (including any complaint that could not be resolved by way of the complaints handling system set out at Section 13), the matter shall be referred in writing in the first instance to the Head of Operations of FREENOW with a view to it being resolved in good faith.

18.2 If the dispute cannot be resolved within fifteen (15) business days of the referral, or such other longer period as may be agreed upon between the parties in writing, the parties shall refer the dispute to either: (i) a mediator sourced through the Centre for Effective Dispute Resolution and agreed between the parties; (ii) a single mediator to be appointed in accordance with the mediation procedures of the Irish Commercial Mediation; or (iii) such other organisation that provides mediation services. The cost of such mediator shall be borne equally by parties, unless the appointed mediator determines otherwise.

## *19. Termination*

19.1 This Agreement shall come into effect on first successful registration of the Relevant Operator on the FREENOW Platform as part of the Cooperation Arrangement and shall continue in full force and effect until terminated by agreement of the parties or until terminated: (i) by FREENOW in accordance with Section 19.2; (ii) by the Relevant Operator in accordance with Section 19.4; or (iii) by either party in accordance with Section 20.4. The Relevant Operator has the right to terminate this Agreement without cause by giving at least thirty (30) days advance notice in writing (including email) to FREENOW (which right does not affect the right of FREENOW to terminate this Agreement in accordance with Section 19.2 or the right of the Relevant Operator to terminate this Agreement in accordance with Section 19.4).

19.2 The occurrence of an Event of Default (as defined below) shall constitute a repudiation (but not a termination) of this Agreement by the Relevant Operator (whether the occurrence of that Event of Default is voluntary, involuntary or occurs by operation of law or pursuant to any decree or order of any court). If an Event of Default occurs then FREENOW may, at its option (and without prejudice to any other rights or remedies which it may have under this Agreement or otherwise): (i) restrict



or suspend the operation of this Agreement for such period of time as it, in its absolute discretion, sees fit in accordance with Section 12.3; (ii) accept such repudiation and by notice to the Relevant Operator and with immediate effect terminate the engagement of the Relevant Operator in accordance with Section 12.4; and/or (iii) proceed by appropriate court or other action to enforce performance of this Agreement and/or to recover damages for the breach of this Agreement.

19.3 For the purposes of this Agreement, each of the following shall be an “Event of Default”: (i) the occurrence of any of the events described at Section 12.1; (ii) the Relevant Operator is, or is deemed for the purposes of any relevant law to be, unable to pay its debts as they fall due, admits inability to pay its debts as they fall due, suspends making payments on all or any class of his debts or announces an intention to do so, or a moratorium is declared in respect of any of his indebtedness; (iii) the Relevant Operator is adjudicated bankrupt or enters into any voluntary arrangement or composition with his creditors or generally; (iv) the Relevant Operator becomes of unsound mind, commits any serious act of dishonesty or repeated acts of dishonesty; or (v) the Relevant Operator ceases to be engaged in the provision of Cooperation Arrangement Services as part of the Cooperation Arrangement.

19.4 The occurrence of a FREENOW Event of Default (as defined below) shall constitute a repudiation (but not a termination) of this Agreement by FREENOW (whether the occurrence of that FREENOW Event of Default is voluntary, involuntary or occurs by operation of law or pursuant to any decree or order of any court). If a FREENOW Event of Default occurs then the Relevant Operator may, at its option (and without prejudice to any other rights or remedies which it may have under this Agreement or otherwise): (i) restrict or suspend the operation of this Agreement for such period of time as it, in its absolute discretion, sees fit; (ii) accept such repudiation and by notice in writing (including email) to FREENOW and with immediate effect terminate the Cooperation Arrangement with FREENOW; and/or (iii) proceed by appropriate court or other action to enforce performance of this Agreement and/or to recover damages for the breach of this Agreement.



19.5 For the purposes of this Agreement, each of the following shall be a “FREENOW Event of Default”: (i) FREENOW is, or is deemed for the purposes of any relevant law to be, unable to pay its debts as they fall due, admits inability to pay its debts as they fall due, suspends making payments on all or any class of his debts or announces an intention to do so, or a moratorium is declared in respect of any of his indebtedness; (ii) FREENOW is adjudicated bankrupt or enters into any voluntary arrangement or composition with his creditors or generally; or (iii) FREENOW ceases to be engaged in the provision of Cooperation Arrangement Services as part of the Cooperation Arrangement.

19.6 FREENOW reserves the right to set the Relevant Operator’s account to “inactive” if the Relevant Operator (or any one of its Employed Drivers, if applicable) does not provide any Cooperation Arrangement Services as part of the Cooperation Arrangement for an unbroken period of at least three (3) months. In such event, FREENOW shall inform the Relevant Operator of the taking of this action, and as a result the Relevant Operator shall no longer be able to receive any Requests as part of the Cooperation Arrangement. The Relevant Operator may request to have its account re-opened, such request to be made under the Help section of the Website.

19.7 Upon termination of this Agreement, for any reason, including any termination by FREENOW: (i) the Relevant Operator undertakes to return to FREENOW all data, materials and/or equipment belonging to FREENOW, including all Confidential Information; and (ii) the Relevant Operator remains bound by the obligations set forth herein with regard to confidentiality (Section 16), intellectual property (Section 14) and processing of personal data (Section 15), all of which shall continue to bind the Relevant Operator following termination of this Agreement.

19.8 Upon termination of the contractual relationship between the Relevant Operator and FREENOW, the Relevant Operator will retain access to the information they have provided or generated through the use of the FREENOW App, subject to the following conditions:

In accordance with the applicable data protection laws, including the General Data Protection Regulation (GDPR), the Transport Operator shall retain the right to access their personal data even after the termination of the contract. This includes the right

to obtain confirmation as to whether or not personal data concerning them is being processed, and where that is the case, to access such personal data and the information outlined in Article 15 GDPR.

Additionally, the Transport Operator retains the rights to rectification (Art. 16 GDPR), erasure (Art. 17 GDPR), restriction of processing (Art. 18 GDPR), and data portability (Art. 20 GDPR), as well as the right to object to processing (Art. 21 GDPR) and to withdraw consent at any time with effect for the future (Art. 7(3) GDPR), provided the applicable legal conditions are met.

To exercise any of these rights, the Transport Operator may submit a request via <https://support.free-now.com/hc/ie/requests/new> or by postal letter.

Please note that access to personal data is subject to FREENOW's standard identity verification procedures. A request will only be processed where the identity of the requesting party can be sufficiently verified in accordance with FREENOW's requirements.

More information about the processing of personal data can be found in the Privacy Policy <https://www.free-now.com/ie/driver-privacy-policies/>

19.9 Upon any termination, the Parties to the Cooperation Arrangement will promptly make a final true up of amounts owed to each in accordance with the Revenue Share Entitlements as adjusted by any offsets due.

## 20. Final Provisions

20.1 This Agreement (and, without prejudice to Section 20.9, any non-contractual obligations arising out of or in connection with it) shall be governed by and construed in accordance with Irish law.

20.2 The Irish courts shall have jurisdiction to hear, determine and settle any dispute arising out of or in connection with this Agreement (and, without prejudice to Section 20.9, any non-contractual obligations arising out of or in connection with it) and the parties submit to the jurisdiction of the Irish courts for that purpose.

20.3 Should the whole or any part of any provision of this Agreement be or become illegal, invalid or unenforceable, or should any provision become ineffective, impractical or should it contain a loophole, the effectiveness and enforceability of the

remainder of the provision in question or the remaining provisions shall not be affected. A provision coming as close as possible to the economic purpose of this Agreement shall be incorporated to replace the ineffective provision or remedy the loophole, and the parties agree to accept and observe such substituted provisions (in place of all or any of those comprised in this Agreement) as FREENOW may from time to time specify.

20.4 Without prejudice to Sections 12 and 19 above, any non-compliance or delay in compliance with any contractual obligation by either party shall be deemed justified if, and to the extent, that there occurs an event of Force Majeure. "Force Majeure" means any event that is beyond the reasonable control of the party affected by it, including, but not limited to, strikes, lock-outs or other industrial disputes (whether involving the workforce of FREENOW or any other party), failure of a utility service or transport or telecommunications network, act of God, pandemic, epidemic, quarantine, lockdown, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of providers or sub-contractors. The affected party shall immediately notify the other party in writing (including email) and shall use all reasonable efforts to resume full compliance with its contractual obligations as soon as possible. If the period during which the Force Majeure persists exceeds thirty (30) days, either party may terminate this Agreement by written notice sent to the other fifteen (15) days in advance, and no compensation shall be payable by either party in the event of such termination and the parties to the Cooperation Arrangement will promptly make a final true up of amounts owed to each in accordance with the Revenue Share Entitlements as adjusted by any offsets due.

20.5 The Relevant Operator may not assign or transfer all or any part of its this Agreement or any of the rights arising hereunder without the prior written consent of FREENOW. FREENOW may, at any time, assign or transfer any of its rights under this Agreement or the Agreement as a whole to any third party, at its sole discretion without restriction, and the Relevant Operator hereby gives its consent to any such assignment or transfer. The Relevant Operator agrees that FREENOW may at any

time during the currency of this Agreement transfer by way of novation its rights and obligations under this Agreement, and, upon completion of any such novation (including the assumption by the transferee of all of FREENOW's remaining obligations under this Agreement) FREENOW shall be released from, and shall have no further obligations under, this Agreement. The Relevant Operator shall promptly execute all documents reasonably requested by FREENOW to effect, perfect, record or implement any such novation, and shall promptly comply with any other reasonable requests of FREENOW or its successors or assigns in respect of any such novation. This Agreement shall bind and inure to the benefit of the parties, their successors and permitted assigns.

20.6 FREENOW reserves the right to modify the terms and/or conditions of this Agreement upon written notice (including email) to the Relevant Operator. The notice period for any modifications shall in all cases be reasonable and proportionate to the nature and extent of the modifications, and their consequences for the Relevant Operator, including any technical or commercial changes needed to comply with the modifications, but shall in all cases be given no later than 15 (fifteen) days prior to a modification taking effect. In accordance with Article 3(2) of Regulation (EU) 2019/1150, any such proposed changes will be communicated to the Relevant Operator on a durable medium via email. Such modifications shall be binding on the Relevant Operator upon its acceptance of the modified Agreement. Modifications shall not be retroactive, except where required pursuant to a legal or regulatory obligation, or where they benefit the Relevant Operator. The Relevant Operator shall have the right to terminate this Agreement before the expiry of the given notice period and shall notify FREENOW in writing (including email) of any such termination. Any such termination by the Relevant Operator shall be given effect within 15 days of receipt by the Relevant Operator of the Notice. Continued use of the FREENOW Platform after any such changes shall constitute the Relevant Operator's consent to such changes and shall give effect to the Relevant Operator's waiver of the notice period, except where such changes require the Relevant Operator to make significant technical adjustments in order to provide Cooperation Arrangement Services, in which case the changes shall come into effect upon expiry of the notice period.

20.7 Without affecting the right of FREENOW provided for at Section 20.6, certain proposed modifications to the terms and/or conditions of this Agreement may, at the sole discretion of FREENOW, be subject to prior consultation between the Parties. The form and format of any prior consultation pursuant to this Section 20.7 shall be determined in advance by FREENOW.

20.8 The notice period set out in Section 20.6 shall not apply where FREENOW: (i) is subject to a legal or regulatory obligation which requires it to change this Agreement; (ii) on an exceptional basis, has to change this Agreement on an urgent basis to address an unforeseen and imminent danger related to defending the Cooperation Arrangement Services or any users thereof (including Relevant Operators, Drivers and/or Passengers) from fraud, malware, spam, data breaches or other cyber security risks.

20.9 This Agreement is supplemented by the General Terms of Use for the Driver Application which govern the access and use of the Driver Application made available as part of the Cooperation Arrangement. The express terms of this Agreement and the General Terms of Use for the Driver Application constitute the sole and entire agreement between the parties in relation to the provision of the Cooperation Arrangement Services as part of the Cooperation Arrangement, and supersedes all prior written and oral arrangements, understandings, representations, warranties and agreements between them in that regard (if any). Each party acknowledges that it is not relying, and will not seek to rely, on any arrangement, understanding, representation, warranty, agreement, term or condition which is not expressly set out in this Agreement.

20.10 The Relevant Operator undertakes: (1) to comply at all times with FREENOW's Fraud Policy, available [here](#) (the "Fraud Policy"). In the event of any breach of the Fraud Policy by the Relevant Operator, FREENOW shall be entitled, in accordance with the terms of the Fraud Policy, to terminate this Agreement immediately and without notice in accordance with Section 12.

20.11 Where FREENOW has terminated this Agreement in accordance with Section 20.10, FREENOW reserves the right, in accordance with the procedure set out in the Fraud Policy and at its sole discretion, to withhold any Revenue Share Entitlement to

a Relevant Operator that is deemed to arise out of, or in connection with, any Fraudulent Activities (as defined in the Fraud Policy) of a Relevant Operator.

20.12 The failure of FREENOW to enforce any right or provision of this Agreement, or any delay in such enforcement, shall not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or shall be effective only if in writing and signed by a duly authorised representative of FREENOW. Except as expressly set forth in this Agreement, each of the rights of either party under this Agreement may be exercised as often as is necessary, is cumulative and the exercise by either party of any of its remedies under this Agreement shall be without prejudice to its other remedies under this Agreement or otherwise.

20.13 Each party shall (at its own cost) do and execute, or arrange for the doing and executing of, each necessary act, document and thing as may be reasonably requested of it by any other party to implement this Agreement.

Valid from 1 September 2024

## SCHEDULE ONE – Functions and Responsibilities

### PART A

#### FREENOW

FREENOW shall at all times be responsible for and shall be liable to bear the costs incurred for the purposes of carrying out all those functions necessary for the operation of the Cooperation Arrangement which have not been allocated to the Relevant Operator in Part B below.

The functions and responsibilities of FREENOW shall include, but shall not be limited to, the following:

- i. the procurement and/or on-going maintenance of the Licences required in connection with the carrying on of FREENOW's respective part of the Cooperation Arrangement;
- ii. the carrying out of dispatch operator functions and bookings in respect of SPSVs including the provision and ongoing maintenance of the infrastructure necessary for same (including FREENOW's mobile application, Website and phonenumber);
- iii. the using of the passenger's address to identify the potential Relevant Operators near the passenger, and sharing the current location of the passenger, to the Relevant Operators near the passenger to allow Relevant Operators to decide whether or not to accept the

request for Cooperation Arrangement Services to be provided to the passenger as part of the Cooperation Arrangements with FREENOW;

iv. convey the passenger's address, together with the passenger's username and telephone number, to the Relevant Operators in order to enable the Relevant Operators to fulfil accepted booking requests;

v. the management of demand for passenger transport, arrangements for certain hospitality trips and arrangement of business account trips;

vi. dealing with any passenger fare disputes arising out of the passenger transport and maintaining and improving passenger quality of service;

vii. the provision of key technical set-up including the access to any required software / software platform including the Driver Application, the Website and Pay by App;

viii. the carrying out and/or procurement of market and customer research with respect to passenger transport;

ix. the carrying out of advertising, marketing and promotional activities, including any activities with respect to the recognition and development of the Cooperation Arrangement;

x. the monitoring and notification of regulatory matters pertaining to the Licences and legislation applicable to passenger transport;

xi. the issuing of invoices, excluding where a copy of a receipt in respect of amounts paid to the Driver, via the FREENOW Platform, by the Passenger is requested by the Passenger;

xii. drawing up statements of account with respect to the Cooperation Arrangement;

xiii. management of cash-free payment methods to the passengers;

xiv. charging cancellation fees when the passenger decides to cancel the passenger transport after it has been accepted, or the passenger is not at the location where the ride was ordered by the User;

xv. determining fee policy;

xvi. managing business trips and relationships with businesses;

xvii. any other activities ancillary to any of the above as agreed between the Parties at the relevant time.

## PART B



## Relevant Operator

The Relevant Operator shall at all times be responsible for and shall be liable to bear the costs incurred for the purposes of carrying out all those functions necessary for the operation of the Cooperation Arrangement which have not been allocated to FREENOW in Part A above.

The functions and responsibilities of the Relevant Operator shall include, but shall not be limited to, the following:

- i. the procurement and/or on-going maintenance of the Licences required in connection with the carrying on of the Relevant Operator's respective part of the Cooperation Arrangement;
- ii. the provision of SPSV(s) in good operating condition and meeting the industry safety standards and the requirements of Applicable Laws;
- iii. the fulfilment of accepted booking requests;
- iv. maintaining a mobile device required for Driver Application;
- v. accepting Pay by App and inputting cash, receipts and tips into the Driver Application;
- vii. any other activities ancillary to any of the above as agreed between the Parties at the relevant time.

The functions and responsibilities of the Relevant Operator, listed above, are not permitted to be outsourced or otherwise procured.

## SCHEDULE TWO – Revenue Allocation

### PART A

#### SPSV Licenced Taxis

The Revenue Share Entitlement in respect of trips completed by SPSV licensed taxis shall be as follows:

- 15% to FREENOW of all Revenue received from each completed Request (or Request which incurs a Cancellation Fee) on all standard bookings (excluding Hospitality Requests, as defined below) made via the FREENOW app and 85% to Relevant Operator of all Revenue received from each such completed Request (or Request which incurs a Cancellation Fee) on all standard bookings made via the FREENOW app;
- 15% to FREENOW of all Revenue received from a passenger by a driver on all standard bookings (excluding Hospitality Requests, as defined below) made via the FREENOW app and discharged by that passenger via cash payment and 85% to Relevant Operator of all Revenue received from a passenger by a driver on all



such standard bookings made via the FREENOW app and discharged by that passenger via cash payment;

- 2% to FREENOW of all Revenue received from a passenger by a driver on 'Pay with FREENOW' payments and 98% to Relevant Operator of all Revenue received from a passenger by a driver on 'Pay with FREENOW' payments; and
- 20% to FREENOW of all Revenue received from a passenger by a driver on all bookings made via the FREENOW app that are notified with a hotel icon for certain hospitality trips (hotels, restaurants & commercial premises) ("Hospitality Requests") and 80% to Relevant Operator of all Revenue received from each such completed Hospitality Request made via the FREENOW app.

#### SPSV Licenced Hackneys & Limousines ("Premium Bookings")

The Revenue Share Entitlement in respect of trips completed by SPSV licensed Hackneys & Limousines shall be as follows:

- 25% to FREENOW of the Revenue on all Premium Bookings made via the FREENOW app and 75% to Relevant Operator of the Revenue on all Premium Bookings made via the FREENOW app;
- 25% to FREENOW of the Revenue received from a passenger by a driver on all standard bookings made via the FREENOW app and discharged by that passenger via cash payment and 75% to Relevant Operator of the Revenue received from a passenger by a driver on all standard bookings made via the FREENOW app and discharged by that passenger via cash payment; and
- 2% to FREENOW on Revenue from 'Pay with FREENOW' payments and 98% to Relevant Operator on Revenue from 'Pay with FREENOW' payments.

*'Pay with FREENOW' means any trips not booked by passengers via the FREENOW services, but paid for using the FREENOW app. Such trips (also known as "hop-on trips") include trips that are hailed by a passenger on the street and paid for using the FREENOW app. Such facility may or may not be available to passengers in your region.*

Relevant Operators may be subject to other charges or deductions from the Revenue Share Entitlement where FREENOW is entitled to effect such charges or make such deductions in accordance with the terms of this Agreement.

#### PART B

The Revenue Share Entitlement of each Party shall be such as necessary in order to allocate to each Party an appropriate arm's length return and the Revenue Share Entitlement shall remain subject to review by the Parties (acting in good faith).

#### SCHEDULE THREE – Licences

Authorisation Type	Issuing Authority	Responsible Party
Licence to drive an SPSV	National Transport Authority	Driver / Relevant Operator
Licence for SPSV	National Transport Authority	Driver / Relevant Operator
Dispatch operator licence	National Transport Authority	FREENOW