

## GROUNDSCOPE SERVICE PARTNER TERMS AND CONDITIONS (‘TERMS’)

### Definitions:

In this Agreement and in addition to any definitions in the Coversheet, the following terms will have the following meanings (unless the context otherwise requires):

“Agreement”	means the agreement between GroundScope and the Service Partner, incorporating these Terms, the Coversheet, and the other terms made available at <a href="http://www.groundscope.co.uk/partners">www.groundscope.co.uk/partners</a> from time to time.
“Booking Terms”	means the booking terms and conditions, which are entered into by the Service Partner and a Customer in relation to each Reservation made by a Customer and accepted by the Service Partner, shown at <a href="http://www.groundscope.co.uk/booking-policy">www.groundscope.co.uk/booking-policy</a> , as amended from time to time.
“Coversheet”	means the Agreement coversheet signed by or on behalf of the parties, specifying the parties’ details and any other special terms agreed between them.
“Customer Data”	means any and all data, information and materials provided by or on behalf of Customers, including in relation to Passengers.
“Customer(s)”	means each of the Customer(s) on whose behalf GroundScope acts as disclosed agent to procure the Services and by whom Reservations are made via the GroundScope Platform.
“Confidential Information”	means any information which a reasonable business person would regard as confidential and/or is expressly marked as confidential. Confidential Information may include, but is not limited to, information which is proprietary to GroundScope or any of its affiliates, including in relation to the GroundScope Platform and any related software, systems, documentation and materials; Customer Data, including Passenger name(s), address(es), occupation(s) and destination(s); information concerning the business, research, projects, pricing policies, future business strategies, marketing, contracts, price-sensitive information, accounts, finances and other plans or strategies of GroundScope, the Customer or any of their affiliates; intellectual property rights of another party; and any other oral or written information relating to or disclosed by the Customer or any Passenger(s) of which the Service Partner (including its officers, employees, agents, contractors and consultants) becomes aware (which for the avoidance of doubt shall include any conversations and/or any phone conversations conducted in the presence of the Service Partner, its officers, employees, agents, contractors and/or consultants).
“Data Protection Legislation”	means any laws pertaining to the processing and/or security of personal data and applicable to the parties, including the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679 (as transposed into UK law pursuant to the European Union (Withdrawal) Act 2018) (UK GDPR), and the Privacy and Electronic Communication Regulations 2003.
“Driver”	means the individual engaged by the Service Partner to perform the Services in respect of a given Reservation.
“GroundScope Platform”	means GroundScope’s system for the placing and distribution of Reservations and any interface used to access, interact with and/or use that system.
“Passenger”	means the person(s) or package(s) named on the Reservation and/or for whose benefit the Reservation is made and the Services are provided.
“Rates”	means the rates set by the Service Partner in relation to each aspect of the Services and fully and accurately disclosed to GroundScope and the

	Customer prior to any Reservation. The method(s) for disclosure of the Rates is as set out in the GroundScope Services specification.
“Reservation”	means a booking made by or on behalf of a Customer via the GroundScope Platform for the provision of the Services to one or more Passengers. The types of Reservation that may be made are as set out in the GroundScope Services specification.
“Service Partner Charges”	means the charges payable to the Service Partner for provision of the Services in respect of a completed Reservation, based on the Rates and any additional charges claimable by the Service Partner in respect of the Reservation.
“Services”	means the ground transportation services provided by the Service Partner subject to and in accordance with the terms of this Agreement.

## 1. SERVICES

- 1.1 The Service Partner shall, for the duration of this Agreement, provide the Services to GroundScope and its Customers fully in accordance with the Agreement. In particular, but without limiting the foregoing, the Service Partner agrees that:
- 1.1.1 it shall accept and fulfil Reservations placed with it via the GroundScope Platform;
  - 1.1.2 GroundScope acts as a disclosed agent for Customers, facilitating the placing and distribution of Reservations only;
  - 1.1.3 each Reservation accepted by the Service Partner shall constitute a separate contract between it and the applicable Customer, subject in each case to the Booking Terms; and
  - 1.1.4 it shall fulfil Reservations and perform the Services in accordance with the Booking Terms.
- 1.2 The Service Partner accepts that time shall be of the essence for the performance of each Reservation.
- 1.3 The Service Partner agrees that this is a non-exclusive arrangement and there is no obligation on GroundScope to make the Service Partner’s Services available to any or all its Customers, nor to guarantee any minimum volume of Reservations.

## 2. GROUNDSCOPE RESPONSIBILITIES

- 2.1 For the duration of this Agreement, GroundScope shall:
- 2.1.1 make the GroundScope Platform available to its Customers;
  - 2.1.2 where agreed with a Customer and subject to the Service Partner’s compliance with this Agreement, make the Service Partner’s Services available via the GroundScope Platform;
  - 2.1.3 notify the Service Partner of Reservations via the GroundScope Platform and in accordance with GroundScope’s procedures (as those procedures are updated from time to time);
  - 2.1.4 provide reasonable assistance to the Service Partner in liaising with a Customer regarding a Reservation; and
  - 2.1.5 comply with all applicable laws and regulations in connection with the performance of this Agreement.

## 3. SERVICE PARTNER RESPONSIBILITIES

- 3.1 For the duration of this Agreement, the Service Partner shall:
- 3.1.1 perform the Services in accordance with any agreed service levels, including any applicable to a particular Customer or Reservation;
  - 3.1.2 perform the Services promptly, professionally and diligently, in accordance with best ground transportation industry practices and utmost safety;
  - 3.1.3 comply with all applicable laws and regulations in connection with the performance of this Agreement, as well as any applicable guidelines, codes, and rules of the road;

- 3.1.4 comply with the requirements, instructions, and/or guidelines provided by GroundScope, as may be amended from time to time;
  - 3.1.5 be fully responsible for the vehicles used in the performance of the Services, including the maintenance, taxation, insurance and presentation of the same;
  - 3.1.6 be fully responsible for ensuring it has and maintains in effect all necessary transportation, business, operating and any other applicable licences, consents and permits, in each case in compliance with applicable laws, regulations and/or licensing rules, and shall provide copies of the same to GroundScope on request; and
  - 3.1.7 be fully responsible for its Drivers, including but not limited to (i) ensuring that each Driver has a valid and appropriate licence, in compliance with applicable laws, regulations and/or licensing rules; and (ii) that the Drivers are engaged on terms compliant with any applicable working time requirements including, in the UK and/or European Union, the Working Time Regulations 1998 and Working Time Directive 2003/88/EC as implemented in member states (in each case as amended, replaced or superseded).
- 3.2 If the Service Partner does not wish to undertake a Reservation, it may only decline the Reservation with the prior permission of GroundScope. To obtain permission the Service Partner must contact GroundScope immediately, with its reasons for doing so, and permission will only be granted by GroundScope in its sole discretion, based on exceptional circumstances.
- 3.3 On completion of the Services in respect of a Reservation, the Reservation must be marked as 'completed' within the GroundScope Platform by the Service Partner within one (1) Working Day. If it fails to do so, and unless an issue or complaint is raised by a Customer, the Reservation shall be marked a 'completed' automatically and the Service Partner Charges calculated based on the applicable Rates, without any variation or additional costs.
- 3.4 Without prejudice to any insurance requirements imposed on the Service Partner by law, the Service Partner agrees that it will for the Term, hold and maintain at its own expense full, valid and effective policies of insurance with reputable and well-established insurer(s) in respect of:
- 3.4.1 any liability to Passengers and any other third parties arising from its acts and omissions, including but not limited to appropriate comprehensive motor insurance;
  - 3.4.2 employer's liability insurance and/or worker's compensation insurance, as applicable; and
  - 3.4.3 any other insurances reasonably required to cover the Service Partner's obligations and liabilities hereunder,
- in each case such insurances policies shall provide a minimum cover of the higher of (i) the amounts required by law in the Service Partner's place(s) of operation; or (ii) the amounts specified in the Coversheet or otherwise agreed in writing by the parties.
- 3.5 The Service Partner agrees to provide GroundScope with a copy of its current insurance certificate(s) and policy/ies, and any excess liability policies, before commencing the Services, and at any renewal of, or change to, such policy/ies.
- 3.6 Where the vehicle being used to provide the Services is not owned by the Service Partner, or the Service Partner otherwise subcontracts the performance of any or all of the Services, the Service Partner shall remain fully responsible for the acts and omissions of such owner or subcontractor, will ensure that the owner or subcontractor complies with all the requirements of this Agreement as if it were the Service Partner including, if required by GroundScope, providing GroundScope with a copy of all insurance policies. The Service Partner shall, if requested by GroundScope, provide a full and accurate list of any third party vehicle owners and/or subcontractors and such information as is reasonably necessary to verify the Service Partner's compliance with this clause.

#### **4. DATA PROTECTION**

- 4.1 In this Agreement, the terms "Personal Data", "Data Controller", "Data Processor" "Data Subject" and "Personal Data Breach" shall have the same meaning as set out in the Data Protection Legislation.

- 4.2 To the extent that the Service Partner processes Personal Data for and on behalf of GroundScope and/or the Customer, and such processing is subject to the Data Protection Legislation, the parties agree that the data processing terms in the Annex shall apply and the Service Partner undertakes that it shall fully comply with such terms in connection with the performance of this Agreement.

## **5. PRICES AND PAYMENT TERMS**

- 5.1 Service Charges are payable in respect of each Reservation completed in accordance with this Agreement, based on the Rates in effect at the relevant time.
- 5.2 GroundScope as disclosed agent, and not the Customer, is responsible for paying the Service Partner Charge to the Service Partner. GroundScope shall not be liable to make any payment in respect of which it has not received full and cleared funds from the Customer and the Service Partner acknowledges that:
- 5.2.1 it has no interest, whether contractual, proprietary, pecuniary, or otherwise, in any debt, monetary or other obligation of the Customers to GroundScope or the proceeds of the same in GroundScope's hands; and
  - 5.2.2 it will take no action against or in relation to a Customer in respect of the Service Partner Charges or the breach by GroundScope of any term of this Agreement, including but not limited to the commencement of legal proceedings or steps preparatory to the same.
- 5.3 Any service credit, remedy, or other sum payable by the Service Partner to GroundScope and/or the Customer may be deducted from any payment due to the Service Partner.
- 5.4 If the Customer disputes the payment of any Service Charges for any reason, including miscalculation of the Rates; late, incomplete or defective performance of the Services; or disagreement over additional charges, the parties shall (acting reasonably and in good faith) take reasonable steps to resolve the dispute.
- 5.5 For receiving a trip from GroundScope the Service Partner will pay GroundScope a fee of either 3% of the Service Partner Charge, or 5% of the Service Partner Charge if the Service Partner is integrated with the GroundScope platform.

## **6. DEFECTIVE PERFORMANCE AND INDEMNITY**

- 6.1 In the event of a Customer complaint or other customer service issue then the Service Partner will cooperate with GroundScope and the Customer to resolve the complaint or issue, including by reducing the Service Partner Charges. The amount of the reduction will be agreed between the Service Partner and the Customer.
- 6.2 The Service Partner will indemnify, and keep indemnified, GroundScope, its parent, and any of its subsidiaries or associated companies against all losses or liabilities (including, in particular, damages, legal and other professional fees and costs, penalties and expenses) which may be suffered or incurred by GroundScope its parent and any of its subsidiaries or associated companies arising out of or in connection with:
- 6.2.1 any non-compliance by the Service Partner with the obligations set out in clauses 3 (Service Partner Responsibilities), 4 (Data Protection), and/or 9 (Confidentiality and Non-Solicitation); and
  - 6.2.2 any death, personal injury or property damage caused by any act or omission of the Service Partner (including its employees, workers, representatives, agents, contractors or consultants).

## **7. FORCE MAJEURE**

- 7.1 Neither Party will be liable for delay in performing or failure to perform obligations under this Agreement, if the delay or failure results from events or circumstances beyond its reasonable control. Without prejudice to the generality of the foregoing, the following will be regarded as such circumstances ("Force Majeure"):

- 7.1.1 acts of God, explosion, flood, extremely bad weather, or fire;
- 7.1.2 war, hostilities, invasion, riot, civil disturbance or acts of terrorism;
- 7.1.3 labour disputes (but not of GroundScope's or Service Partner's own workforce, or those of their respective subcontractors) which involves complete or substantial stoppage of work; or
- 7.1.4 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental authority.

7.2 Where Force Majeure prevents or delays performance by the Service Partner, GroundScope, on behalf of the Customer, reserves the right to engage third parties to replace the Service Partner's obligations, without liability to the Service Partner. During such period, the Service Partner will only receive payment for Services completed by the Service Partner in accordance with this Agreement.

7.3 If either Party is affected by Force Majeure, it will promptly notify the other party of the nature and extent of the circumstances in question and will use reasonable endeavours to avoid or mitigate any such period of delay.

## **8. TERMINATION**

8.1 Either party may terminate this Agreement for convenience on giving written notice to the other party.

8.2 Without prejudice to any other rights or remedies it may have, GroundScope may terminate this Agreement with immediate effect if:

- 8.2.1 the Service Partner commits a material breach of this Agreement or repeatedly breaches one or more terms of this Agreement; or
- 8.2.2 the Service Partner takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

8.3 On termination of this Agreement, howsoever caused:

- 8.3.1 the accrued rights, remedies, obligations or liabilities of the parties under this Agreement existing at expiry or termination shall not be affected;
- 8.3.2 the parties shall discuss in good faith whether existing Reservations should be cancelled or fulfilled;
- 8.3.3 the Service Partner shall no longer have access to the GroundScope Platform and, unless otherwise agreed in writing, shall not accept any further Reservations;
- 8.3.4 the Service Partner shall delete or return to GroundScope (at GroundScope's option, provided that the Service Partner shall delete if no election is made by GroundScope within 1 month of termination) all information relating to GroundScope or any Customer provided to or obtained by the Service Partner during the performance of this Agreement, including all Confidential Information and Customer Data, except to the extent it is legally required to retain a copy of any such information; and
- 8.3.5 any provisions of this Agreement that expressly or impliedly survive termination shall continue in full force and effect, including but not limited to clause 9 (Confidentiality and Non-Solicitation).

## **9. CONFIDENTIALITY AND NON-SOLICITATION**

9.1 Each Party undertakes that it shall treat as, and keep secret and confidential, the other Party's (and the Customer's) Confidential Information and any information which may be derived or obtained from the Confidential Information and it will not without the express prior written consent of the disclosing Party either:

- 9.1.1 communicate or otherwise make available the Confidential Information to any third party; or

- 9.1.2 use the Confidential Information for any purpose whatsoever other than performance of its obligations under this Agreement.
- 9.2 The above obligations shall not apply to such of the Confidential Information if it can be shown that the information:
- 9.2.1 was already known to the receiving Party, otherwise than under any obligation of confidentiality to the disclosing Party or any third party;
  - 9.2.2 was disclosed to the receiving Party without any obligation of confidence by a third party who has not derived it or disclosed it directly or indirectly in breach of an obligation of confidentiality owed to the disclosing Party or a third party; or
  - 9.2.3 was at the time of disclosure, or subsequently becomes, accessible to the public or otherwise in the public domain, other than through any breach of this Agreement or of any other obligation of confidentiality.
- 9.3 Each receiving Party of Confidential Information acknowledges that damages alone would be an insufficient remedy for any breach by it of the terms and conditions of this clause 9 and that (without prejudice to any other rights and remedies) the disclosing Party (or GroundScope on behalf of its Customers) shall be entitled to the remedies of injunction, specific performance or other equitable relief in the event of any breach or threatened breach of this clause 9.
- 9.4 The Service Partner agrees that, for the duration of this Agreement and a period of six (6) months after termination of this Agreement, it will not either on its own behalf or on behalf of any other person, firm, or company canvass, solicit the custom of or endeavour to entice away from GroundScope, its parent company, any of its subsidiaries or associated companies, any person, firm or company which is, or has been in the preceding 12 months prior to the solicitation, a Passenger or Customer of GroundScope or its subsidiaries.
- 9.5 The Service Partner must not under any circumstance advertise their services to the Passenger or the Customer via SMS messages or e-mail whilst providing the service. For clarity, the Service Partner must not include links to their own website or application whilst communicating via SMS or e-mail with either the Passenger or the Customer unless specifically authorized by GroundScope to do so.

## 10. NOTICE

Any notices required or permitted under this Agreement will be sufficiently given upon receipt if given in writing and personally delivered or sent by commercial courier service (with receipt signature) or sent by confirmed electronic transmission, to the party's registered office address or the address shown in the Service Partner Information on GroundScope's Platform.

## 11. RELATIONSHIP AND ENTIRE AGREEMENT

- 11.1 This Agreement is not intended to constitute a contract of employment. Accordingly, the Service Partner shall be fully responsible for and shall indemnify GroundScope and the Customer for and in respect of:
- 11.1.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by it, any Driver and other employee, worker, agent, contractor or consultant acting on its behalf in respect of the Services, where such recovery is not prohibited by law. The Service Partner shall further indemnify GroundScope and the Customer against all reasonable costs, expenses, and any penalty, fine or interest incurred or payable by the GroundScope and/or the Customer in connection with or in consequence of any such liability, deduction, contribution, assessment, or claim; and/or
  - 11.1.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Driver or any employee, worker agent, contractor or consultant of the Service Provider against GroundScope and/or the Customer arising out of or in connection with the provision of the Services.

- 11.2 This Agreement represents the entire agreement between the two parties relating to the subject matter hereof and supersedes any other agreement or understanding, verbal or written, which the parties may previously have entered into. These terms apply to exclusion of any other terms that may apply, including any standard terms of the Service Partner incorporated into its sign-up or acceptance processes. To the extent that GroundScope indicates acceptance of any such terms, it is agreed that the same is for procedural reasons only and does not constitute a legally binding contract or a binding variation of this Agreement. Notwithstanding the foregoing, if any other terms do apply, these Terms shall take precedence in the event of any conflict
- 11.3 Both GroundScope and the Service Partner consider that the restrictions contained in this Agreement are reasonable, but if such restriction will be found to be unenforceable but would be valid if any part of it were deleted or the period or area of application reduced such restriction will apply with such modification as may be necessary to make it valid and effective.

## **12. GENERAL**

- 12.1 GroundScope may vary the terms of this Agreement from time to time, including to reflect GroundScope's obligations to its Customers, Passengers and any legal, regulatory, or similar requirements. GroundScope shall notify the Service Partner in writing of any changes.
- 12.2 The Service Partner will not assign, charge, dispose of or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of GroundScope.
- 12.3 The Customer may directly enforce the rights granted to it pursuant to this Agreement. Except as provided in this clause, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 12.4 GroundScope reserves the right to remove the Service Partner from the GroundScope Platform, whether temporarily or permanently where it deems necessary or appropriate in its sole discretion.
- 12.5 GroundScope may freely assign or transfer any of its rights or subcontract its obligations under this Agreement to any third party.

## **13. GOVERNING LAW AND JURISDICTION**

The construction, validity and interpretation of this Agreement shall be governed by English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.

## SCHEDULE - INVOICING

1. Subject always to clause 5 of the Agreement, in relation to invoicing the parties undertake as follows:
2. **GroundScope undertakings:**

GroundScope will issue invoices to Customers on behalf of the Service Partner for all Services provided by the Service Partner to the Customer.

GroundScope will issue invoices showing the Service Partner's name, address, together with all the other details, which constitute a full invoice. The invoice will be addressed to the Customer c/o GroundScope.

GroundScope will email the booker / traveller a travel summary 48hrs after the Reservation has taken place.
3. **Service Partner undertakings:**

The Service Partner will accept all invoices raised by GroundScope on their behalf;

The Service Partner will not issue sales invoices for the services provided to the Customer.

The Service Partner will notify GroundScope immediately if they:

  - Change their Federal ID or other corporate registration number or status;
  - Sell their business or part of their business;
  - Change their VAT number.
4. The Service Partner will be sent a weekly statement of invoices from GroundScope in respect of each Customer for which it has provided the Services. The Service Partner shall inform GroundScope of any inaccuracies in the statement within one (1) week of receipt, in default of which it will be deemed to have accepted the statement and the relevant Service Partner Charges shall be the full and final amount to be paid.
5. Any service credit, remedy, or other sum payable by the Service Partner to the Customer may be deducted from any payment due to the Service Partner.
6. Amounts due to the Service Partner and received by GroundScope from Customers will be paid weekly by electronic transfer (in which case the Service Partner is responsible for wire fees if any). Unless otherwise agreed by the parties such payments will be in Pounds Sterling.



## ANNEX - DATA PROCESSING

1. In the provision of the Services, the Service Partner may process Personal Data, including as comprised in the Customer Data. The Service Partner agrees that the Customer is the Data Controller in relation to such Personal Data, GroundScope is the Data Processor, and the Service Partner is a sub-processor, processing such Personal Data on behalf of GroundScope. In connection with such processing, the Service Partner shall:
  - a. process the Personal Data only to the extent, and in such a manner, as is necessary for the provision of the Services;
  - b. act in accordance with GroundScope's and the Customer's documented instructions, unless required otherwise to comply with any UK, EEA or member state law (in which case, the Service Partner shall provide prior notice to GroundScope of such legal requirement, unless that law prohibits this disclosure on important grounds of public interest);
  - c. implement and maintain appropriate technical and organisational measures to protect the Personal Data against accidental, unauthorised, or unlawful destruction, loss, alteration, disclosure, or access. Such measures shall include, where appropriate, pseudonymising and encrypting Customer Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Customer Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;
  - d. not permit any processing of Customer Data by any agent, sub-contractor or other third party without the prior written authorisation of GroundScope and shall only work with any such sub-processor under a written contract containing materially the same obligations as under this Schedule;
  - e. ensure that all employees, agents, or other persons with access to the Customer Data (i) are informed of the confidential nature of the Customer Data and are subject to a binding written contractual obligation to keep the Customer Data confidential; (ii) have undertaken training in the laws relating to handling Personal Data and specific training relating to the Customer Data; and (iii) shall only have access to such part or parts of the Customer Data as is strictly necessary for performance of that person's duties.
  - f. not transfer the Customer Data outside the UK or European Economic Area (as the case may be) without the prior written consent of Groundscope and unless the appropriate safeguards are place in accordance with the Data Protection Legislation. Where the Service Partner is located outside of the UK or European Economic Area (or otherwise processes Personal Data outside of those locations), the standard contractual clauses shown in Section 3 of this Schedule shall apply;
  - g. promptly (and in any event within 24 hours) inform GroundScope on becoming aware of or reasonably suspecting any Personal Data Breach in connection with the performance of this Agreement or any Customer Data. The Service Partner shall take immediate steps to prevent any further breach and remedy the cause of the breach promptly, shall provide full details of the incident to GroundScope, and assist with any necessary investigations or reports;
  - h. maintain complete, accurate and up to date written records of all information necessary to demonstrate its, GroundScope's and the Customer's compliance with Data Protection Legislation;
  - i. on reasonable notice, allow for and contribute to audits, including inspections, by GroundScope or the Customer in relation to its compliance with this Schedule;
  - j. provide such reasonable assistance (at its own cost and expense) as GroundScope, a Customer or a supervisory authority may require to (i) respond to requests for exercising the Data Subjects' rights under the Data Protection Legislation; (ii) ensure compliance with Data Protection Legislation, including in connection with data protection impact assessments, consultation with supervisory authorities and/or taking any remedial action requires in response to any Personal Data Breach;

- k. only retain Customer Data for as long as is necessary for the performance of the Services and, in any event, delete (or return, at GroundScope's option) all Customer Data on request by the Customer or by GroundScope; and
- l. on termination, at GroundScope's option the Service Partner shall either return all the Customer Data to Groundscope or securely dispose of the Customer Data still in its possession (including any copies) and any other Personal Data received or obtained pursuant to this Agreement except to the extent that any applicable law requires the Service Partner to retain such Customer Data and other Personal Data.

## 2. Details of Processing:

This Agreement sets out the subject matter and duration of the processing, as well as the purpose of the processing (described in the Services and clause 4.2).

The Personal Data shall comprise the name, title, e-mail and/or phone number of any relevant point of contact for the Customer and for the Passenger for whom a Reservation has been made and travel details such time of travel and pick up and drop off addresses which may include a home address.

## 3. International Data Transfer Agreement:

Where the Service Partner is located in, or otherwise processes Personal Data in, any territory outside of the UK or EEA, and the UK GDPR applies to such Personal Data, the parties agree that the UK International Data Transfer Agreement terms (as shown at <https://ico.org.uk/media/for-organisations/documents/4019538/international-data-transfer-agreement.pdf>) ("IDTA") shall apply. The optional fields of the IDTA shall be deemed completed as follows:

### Table 1: Parties

**Start Date:** the date of this Agreement;

**Exporter:** GroundScope;

**Importer:** the Service Partner;

### Table 2: Transfer Details:

**UK Counter's law that governs the IDTA:** England and Wales;

**Primary place for legal claims to be made by the Parties:** England and Wales;

**The status of the Exporter:** Exporter is a Processor or Sub-Processor;

**The status of the Importer:** Importer is the Exporter's Processor or Sub-Processor;

**Whether UK GDPR applies to the Importer:** UK GDPR applies to the Importer's Processing of the Transferred Data;

**Linked Agreement:** this Agreement;

**Term:** the Importer may Process the Transferred Data for the period for which the Linked Agreement is in force;

**Ending the IDTA before the end of the Term:** the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing;

**Ending the IDTA when the Approved IDTA changes:** Exporter;

**Can the Importer make further transfers of the Transferred Data:** the Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 (Transferring on the Transferred Data);

**Specific restrictions when the Importer may transfer on the Transferred Data:** the Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1 to the authorised receivers or the categories of authorised receivers set out in this Agreement, namely subcontracted Drivers, for the purpose of fulfilling the relevant Reservations only;

**Review Dates:** each time there is a change to the Transferred Data, Purposes, Importer Information TRA, or risk assessment;

### **Table 3: Transferred Data**

**Transferred Data:** the categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to;

**Special Categories of Personal Data and criminal convictions and offences:** none of the above;

**Relevant Data Subjects:** the categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to;

**Purpose:** The Importer may Process the Transferred Data for the purposes set out in this Agreement. The purposes will update automatically if the information is updated in the Linked Agreement referred to;

The Security Requirements referred to in the IDTA shall refer to such requirements as set out in GroundScope's operational requirements or otherwise agreed by the parties from time to time. The Importer agrees to provide evidence of the security measures it has in place on request by the Exporter.