

General Terms and Conditions for Fleet Partners / Drivers

Last Updated: 1 AUGUST 2022

By offering the Bolt Apps and the Bolt Services, we offer technological solutions to assist the Fleet Partner and/ or Driver in its operations and a platform where Passengers can connect with them in order to request the provision of Transportation Services. Bolt Ireland provides booking services as a licensed dispatch operator for the procurement of transportation services performed by third party licensed small public service vehicles which include taxis, hackneys, or limousines ("SPSV").

These terms and conditions (also referred to as "**T&Cs**") set out the terms and conditions applying and governing the use of the Bolt Platform, the Bolt Apps and the Bolt Services.

To benefit from Bolt Services and provide Transportation Services through the Bolt Platform, you must carefully read and agree to the completion of the terms and conditions set out below.

1. DEFINITIONS

1.1 **Bolt Ireland** (also referred to as **we, our** or **us**) - **Bolt ITX Limited**. is a registered company under the laws of Ireland, company number: 671417, EU VAT no. 3694239QH, registered address: 17 Percy Place, Ballsbridge, D04 V250, Ireland.

1.2 **Bolt Group companies** - means Bolt Operations OÜ (registry code 14532901, address Vana-Lõuna tn 15 Tallinn Harjumaa 10135, Estonia, e-mail address info@bolt.eu) and companies over which Bolt Operations OÜ exercises right of control (e.g., Bolt Operations OÜ's subsidiaries).

1.3 **Bolt Partners** - means local representatives, local branches, agents appointed or mandated by Bolt Operations OÜ (e.g., Payment Agent).

1.4 **Bolt Services** - Services that Bolt Ireland provides, including the provision and maintenance of the Bolt Apps, the Bolt Platform, In-App Payment,

Passenger support and the communication between the Fleet Partner, the Driver and Passenger, the billing system, and other similar services.

1.5 **Bolt Apps** - smartphone applications intended for the Driver and Passengers who can request and receive Transportation Services.

1.6 **Bolt Platform** - technology connecting the Passenger and the Fleet Partner / Driver.

1.7 **Passenger** - a person who requests the Transportation Services by using the Bolt Apps.

1.8 **Fleet Partner** - the company/sole trader that provides the Transportation Services, uses the Bolt Platform - who has, among all the necessary requirements, including the appropriate licenses, and where applicable which employ licensed SPSV (small public service vehicle) licensed vehicle drivers with SPSV licensed vehicles as taxis, hackneys or limousines. Each Fleet Partner will get a personal Bolt Driver Account to use the Bolt Platform.

1.9 **Driver** - the person, employed by or operating on behalf of the Fleet Partner and providing Transportation Services via the Bolt Platform who is a licensed SPSV licensed vehicle driver. Each Driver will also get a personal Bolt Driver Account to use Bolt Apps.

1.10 **Agreement** - The agreement between you (Fleet Partner / Driver) and Bolt Ireland, Bolt Group Companies and Bolt Partners regarding the use of the Bolt Platform and the Bolt Services and consists of: (i) these T&Cs, (ii) the special terms displayed in the Bolt Apps (e.g., description of service), (iii) guidelines provided in writing on our website or sent via e-mail to the Fleet Partner and/or Drivers from time to time by Bolt Ireland, Bolt Group Companies and/or Bolt Partners, (iv) other terms referred to in this Agreement as may be amended from time to time.

1.11 **Fare** - the fee a Passenger is obliged to pay the Fleet Partner for provision of the Transportation Services. In case the Fleet Partner/Driver is a licensed taxi, the fee a Passenger is obliged to pay shall amount to the taxi tariff as imposed and/or applicable from time to time by the applicable law and based on the official taximeter. Hackneys and limousines must charge the Passenger the pre-agreed fare. It is the sole responsibility of the Fleet Partner / Driver to charge the Passenger the correct Fare as may be imposed by the law applicable for each provision of Transportation Service.

1.12 **Bolt Fees** - the fees the Driver or Fleet Partner (as applicable) shall pay to Bolt Ireland for the Bolt Services, including the right to use the Bolt Platform.

1.13 **In-App Payment** - cards, carrier billing and other payment methods used by the Passenger via the Bolt Apps to pay for the Transportation Services.

1.14 **Bolt Driver Account** - a portal with relevant information and documents on the use of the Bolt Platform and Bolt Services in the course of providing Transportation Services, which also includes accounting documentation. Driver may access the Bolt Driver Account at <https://partners.bolt.eu> by entering username and password. Registering Bolt Driver Account as a fleet company. Upon concluding a separate agreement, a fleet company may itself register accounts to its employees and/or service providers. In such case the fleet company shall be required to ensure that its employees and/or service providers conform to the requirements of General Terms, Agreement and any further agreements and agrees to act in accordance and be bound with its conditions and obligations. The fleet company and its employees and/or service providers shall remain jointly and severally liable for any infringement conducted by such employee and/or service provider.

1.15 **Transportation Service** - transport service a Fleet Partner / Driver provides to Passenger whose request Driver has accepted through the Bolt App. All transportation services dispatched under this Agreement must be made by SPSV licensed laws, tariffs and tariff rules relating to transportation by taxi, as applicable from time to time.

1.16 **Payment Agent** - Bolt Operations OÜ (Register code: 14532901; Legal address: Vana-Lõuna tn 15 Tallinn Harjumaa 10135 , formerly, Billify OÜ), the agent responsible for providing technical support to facilitate payment services and/or billing. The Payment Agent may also process and settle complaints regarding payments.

1.17 **Website** - www.bolt.eu and all relevant sub-sites.

1.18 **you, your, yours** - refers to the Fleet Partner or Driver, as applicable.

2. CONCLUSION OF THE AGREEMENT

2.1. Prior to using the Bolt Services, you must sign up by providing the requested information in the signup application on the Website and uploading or sending via email the necessary documentation as required by Bolt Ireland. Upon successful completion of the signup application process, Bolt Ireland will provide you with a personal account accessible via a

username and password. The Fleet Partner shall register on an ongoing basis Drivers and vehicles, which at the sole discretion of Bolt Ireland will or will not be activated and provided access to the Bolt Apps. By clicking the „Sign up" button located at the end of the signup application and/or by using the Bolt Platform and/or Bolt Apps, you accept the terms of the Agreement, representing and warranting that:

2.1.1. You are entitled to enter into an agreement with Bolt Ireland to use the Bolt Platform for providing the Transportation Service; you carefully studied, fully understand and agree to be bound by these T&Cs, including all obligations that arise from the Agreement and the applicable laws;

2.1.2. All the information the Fleet Partner / Driver has presented to Bolt Ireland is accurate, correct and complete;

2.1.3. You will keep the Bolt Driver Account accurate and the profile information updated at all times;

2.1.4. You will not authorize other persons to use the Bolt Driver Account nor transfer or assign the latter to any third party;

2.1.5. You will not use the Bolt Services for unauthorized or unlawful purposes and/or impair the proper operation of the Bolt Services;

2.1.6. At all times, you shall fully comply with all applicable laws and regulations and will inform the Drivers at reasonable intervals of all applicable regulations relevant to the Transportation Services, as well as monitor the activities from the latter;

2.1.7. You are liable and must fully indemnify and hold Bolt Ireland, Bolt Group Companies and Bolt Partners harmless for the violation of the your obligations under point 2.1.6;

2.1.8. You shall not copy or distribute the Bolt Apps, the Bolt Services or any other of Bolt Ireland's content, nor permit such acts without the prior written consent of Bolt Ireland;

2.1.9. You agree with Bolt's privacy policy on the following website:
<https://www.bolt.eu/legal/>.

2.2. You are required to provide your bank account information when completing the payment details during the registration. You must insert the bank account of the company/sole trade holder. The relevant portion of the

Fares paid by In-App Payment, after deducting any negative balance and any other fees deriving from the Agreement, will be transferred to the bank account that has been provided. Bolt Ireland, Bolt Group Companies, Bolt Partners shall not be liable for any incorrect money transactions in case you have provided inaccurate account details.

2.3. After submitting the application form, you may receive an e-mail with additional conditions that must be met in order to provide Transportation Services while using the Bolt Services, including additional information requests from Bolt Ireland. Among other things, these conditions may include clearance certificates, valid business licenses and driving licenses, confirmation of a particular technical condition or insurance of the vehicle, completion of a training course, the presence of a GPS-assisted mobile device,, registration certificates, certificates of the bank account(s) or other evidence for the lawful use of the vehicle and other conditions as described in the corresponding e-mail. Failure to comply with the provided requirements may result in the termination of the Agreement and the suspension of the right to use the Bolt Services.

2.4. You agree that Bolt Ireland may freely assign any of its obligations, rights and/or claims under this Agreement to Bolt Group Companies and/or Bolt Partner. This includes, among other things, assigning the rights and obligations related to the verification of documents, related to registration applications, business licenses, registration certificates, training, charging of Bolt Ireland, forwarding of due Bolt Fees, In-Apps Payments and payments/transfers in general, licensing of Bolt Apps, etc. Details of the local Bolt Group companies and/or Bolt partners can be found here <https://bolt.eu/cities>.

2.5. Registering to the Bolt Driver Account:

2.5.1. You are deemed to be the sole provider of Transportation Services (to which Bolt Ireland, Bolt Group Companies or Bolt Partners are not) and party to the Agreement.

2.5.2. In the event of incompatibility in the registration and/or uncertainties on the part of Bolt Ireland on who the Fleet Partner and/or Driver is, Bolt Ireland shall be entitled, at its sole discretion, to suspend the registration process, to suspend the access and usage of the Bolt Apps and the Bolt Services or to terminate the Agreement.

2.5.3. Notwithstanding the above, only the specific natural person indicated in the signup process may factually provide the Transportation Services. A Driver may use the Bolt Driver Account only if it has read and accepted the parts of the Agreement relevant to the Driver, has been given access to a Bolt Driver Account or if the Driver actually uses the Bolt Apps. It is strictly prohibited for the Driver to save the Passenger's contact information or to communicate with the Passenger after completing the ride request, save where the Driver must communicate for the execution of the Transportation Service with the Passenger to return a belonging left behind by the latter in the vehicle.

2.5.4. THE FLEET PARTNER AND THE NATURAL PERSON FACTUALLY PROVIDING THE TRANSPORTATION SERVICES (DRIVER) SHALL REMAIN JOINTLY AND SEVERALLY LIABLE FOR ANY INFRINGEMENT OF THE AGREEMENT.

2.5.5. A certain vehicle can be registered only under one Fleet Partner and only for one Bolt Driver Account. A Driver can be registered only under one Fleet Partner and only one Bolt Driver Account can be given to the Driver. The Fleet Partner shall immediately notify Bolt Ireland if a Driver is no longer employed by/contracted to the Fleet Partner and if a vehicle is no longer in its property or lawful possession or it is not in a working or lawful condition, in which cases Bolt Ireland may deactivate the relevant accounts. The violation and attempt to circumvent these conditions may result in the suspension of the right to use any or all parts of the Bolt Services, as well as the potential termination of this Agreement.

2.5.6. The registration of a vehicle does not mean that this vehicle can be used at any time and without restriction in the Bolt Platform. Therefore, Bolt Ireland reserves the right to temporarily exclude a previously registered vehicle from using the Bolt Platform / Bolt Driver Account / Bolt Apps for any reason, without any compensation or indemnity obligation on Bolt Ireland's part in line with applicable regulation. While performing the Transportation Service, the Driver must select in the Bolt Platform/Bolt Apps the vehicle which is used for the purpose of providing Transportation Services. The Roof sign number of such vehicle will be displayed to prospective passengers.

2.5.7. If the Fleet Partner has registered several of its employees and/or service providers (Drivers), the Fleet Partner must ensure that, at all times, the Drivers conform to the requirements of this Agreement and that the Drivers agree to act in accordance with the conditions and obligations of the T&Cs and any further agreements between the Parties. The Fleet Partner and its

employees and/or service providers (Drivers) shall remain jointly and severally liable for any infringement conducted by such employee and/or service provider (Drivers).

3. FLEET PARTNER/DRIVER'S RIGHT TO USE THE BOLT APPS, BOLT PLATFORM AND THE BOLT DRIVER ACCOUNT

3.1. **The Bolt Platform:** The Bolt Platform will allow you to receive inquiries from Passengers interested in receiving Transportation Services that only you can decide to accept or ignore, in your sole discretion and in strict compliance with any applicable law. More information about the Bolt Platform can be found on the Website.

3.2. License to use the Bolt Apps, Bolt Platform and the Bolt Driver Account:

Subject to your compliance with the Agreement, Bolt Ireland hereby grants you for valuable consideration a non-exclusive, revocable, non-sublicensable, non-transferable license to use the Bolt Apps, Bolt Platform, Bolt Driver Account in Ireland, in accordance with the conditions in the Agreement.

3.3. In the course of using the Bolt Apps and/or the Bolt Platform and/or the Bolt Driver Account, you are not allowed to:

3.3.1. Making available the Bolt Apps and/or Bolt Driver Account and/or Bolt Services and/or Bolt Platform and/or other Bolt software, in the form of license, sub-licensing or in any other form, in part or in full, to any unauthorized third party (including sharing of the above);

3.3.2. Attempting to modify, decrypt or disassemble, decompile or reverse engineer or otherwise attempt to obtain the Bolt Apps and/or Bolt Driver Account and/or Bolt Services and/or Bolt Platform and/or other Bolt software source code;

3.3.3. Using the Bolt Apps and/or Bolt Driver Account and/or Bolt Services and/or Bolt Platform in a manner not expressly authorized, including creating related external online links;

3.3.4. Modify Bolt Apps and/or the Bolt Driver Account and/or the Bolt Services and /or the Bolt Platform and/or other Bolt software in any manner or form or use modified versions thereof;

3.3.5. Transferring files containing viruses, corrupted files or other software that could damage or adversely affect the operation of another person's computer, the Bolt Platform or hardware or telecommunications equipment;

3.3.6. Sending spam messages or other mixed or unwanted messages that have any connection to this Agreement or the Transportation Services;

3.3.7. Attempt to gain unauthorized access to the Bolt Apps and/or the Bolt Driver Account and/or the Bolt Services and/or the Bolt Platform and/or other "Bolt" software;

3.3.8. Design or develop any product or service that might be in competition with Bolt Ireland, or is in essence similar to, a copy or an extract of any technical function or content similar to the Bolt Apps and/or Bolt Driver Account and/or Bolt Services and/or Bolt Platform.

3.4. To use the Bolt Apps, Bolt Platform, Bolt Services, and the Website, you must pay Bolt Ireland or its affiliates the Bolt Fees according to the Agreement.

3.5. The license granted herein revokes automatically and simultaneously with the termination of the Agreement. After the termination of the Agreement, you must immediately stop using the Bolt Apps, Bolt Platform and the Bolt Driver Account and Bolt Ireland is entitled to suspend and delete the Bolt Driver Account without prior notice.

3.6. Using Bolt Tags and Labels:

3.6.1. In addition, Bolt Ireland may give the Fleet Partner / Driver tags, labels, stickers, or other signs that refer to Bolt Services and/or "Bolt" branding or otherwise indicate the usage of the Bolt Platform. Bolt Ireland is also entitled to require the mandatory use of these tags and labels in compliance with applicable laws.

3.6.2. Bolt Ireland grants you a non-exclusive, non-sublicensable, non-transferable license to use "Bolt" signs provided by Bolt Ireland, solely for the purpose of indicating that you are providing Transportation Services via the Bolt Platform. Upon termination of the Agreement, you must immediately remove and discard any such sign relating to the Bolt Services, Bolt branding or trademark. As a representative of the "Bolt" brand, you must at all times behave in such a manner that reflects the values of Bolt Ireland and Bolt Group Companies. Any violation on this regard may be cause for termination

or suspension of the access or termination of the Agreement at the sole discretion of Bolt Ireland.

3.7. All copyrights and trademarks, including source code, databases, logos and visual designs are owned by or exclusively licensed to Bolt Ireland in Ireland and are protected by copyright, trademark and/or trade secret laws and international treaty provisions. By using the Bolt Platform or any other Bolt Services, you do not acquire any rights of ownership to any intellectual property whatsoever.

4. THE TRANSPORTATION SERVICES

4.1. You guarantee to provide Transportation Services in accordance with the Agreement as well as laws and regulations applicable in the state or city where Transportation Services are provided. The Fleet Partner and Drivers are fully, jointly and several liable for any violation of any laws and regulations as may arise from providing Transportation Services, which may result in damage claims and immediate termination of the Agreement.

4.2. You must have all concessions, licenses (including a valid driver's license), permits, car insurance, liability insurance (if applicable), registrations, certifications and other documentation that are required in the applicable jurisdiction for providing the Transportation Services. It is your obligation to maintain the validity of all aforementioned documentation. Bolt Ireland reserves the right to require to present evidence and submit for review all the necessary licenses, permits, approvals, authority, registrations and certifications.

4.3. Notwithstanding the obligations arising from the Agreement, **the legal relationship regarding the Transportation Service is concluded between You and the Passenger** according to the stipulations of the applicable law.

4.4. You will ensure the provision of the Transportation Services in a professional manner in accordance with the business ethics applicable to providing such services and endeavor to perform the Passenger's request in the best interest of the Passenger. Among else, you (i) may not have any other passengers in the vehicle other than the Passenger and the passengers accompanying the Passenger; (ii) must adhere to any applicable traffic acts and regulations, i.e., must not conduct any actions that may disrupt driving or the perception of traffic conditions, including holding a phone in his/her hand while the vehicle is moving and (iii) must keep the vehicle smokefree, clean and in hygienic conditions at all times, as prescribed by the law.

4.5. You retain the sole right to determine when and for how long you offer, accept and provide the Transportation Service. Therefore you must accept, reject or ignore Passenger's requests at your sole discretion and in accordance with applicable law.

4.6. You are obliged to fulfil and maintain at all times during the Transportation Services, the technical and professional requirements, also relating to the vehicles and drivers, especially established by the applicable regulations, as well as any other law as may be applicable from time to time.

4.6.1. Your status shall be set to "Offline", at all times when you are not ready / available / able to perform a Transportation Service request. You are automatically "Offline" while you are executing a Transportation Service.

4.7. Costs incurred while providing the Transportation Services: You are obliged to provide and maintain all equipment and means that are necessary to perform the Transportation Services at its own expense, including a car, smartphone, etc. you are also responsible for paying all costs incurred in the course of performing the Transportation Services including, but not limited to, fuel, mobile data plan costs, duty fees, amortization of the vehicle, insurance, relevant corporate or payroll taxes etc. Please bear in mind that using the Bolt Apps may consume a large amount of data on the respective mobile data plan. Thus, it is suggested to subscribe for a data plan with unlimited or very high data usage capacity.

4.8. Fares: You charge a Fare for each Transportation Service mediated through the Bolt Platform and completed as requested (i.e., Fare). .

4.9. Fixed Fares for certain established routes (e.g., city to airport or similar "cross-border trips") may be introduced.

4.10. If you find that there has been an error in the calculation of the Fare and wish to make corrections in the calculation of the Fare, a petition must be submitted in the section „Problem with price" of the Bolt Apps. If a petition in the section „Problem with price" of the Bolt Apps has not been submitted, then Bolt Ireland shall not reassess the Fare or reimburse for an error made in the calculation of the Fare.

4.11. Bolt Ireland may adjust the Fare for a particular order that has been completed, if we detect a violation or in case a technical error affecting the final fare is identified. Bolt Ireland may also fully or partially refund the Fare to the Passenger in case Bolt Ireland has reasonable cause to suspect a fraud or a complaint by the Passenger indicates a violation by the Fleet Partner /

Driver. Bolt Ireland should only exercise its right to fully or partially refund the Fare in a reasonable and justified manner.

4.12. Passenger may have the option to pay the fare for the Transportation Services either directly to you or via the In-app Payment, in markets where this option is available, as described in section 6 of these General Terms. In case the Passenger pays the Fare directly, it is your obligation to collect the Fare. In case the Passenger fails or refuses to pay, Bolt will send a notice of debt to the Passenger on behalf of you. Such authorisation derives from the mandate of paying agent given to Bolt and does not entail that Bolt has an obligation to compensate the Fare not paid by the Passenger. If the passengers in the vehicle do not agree to pay the Fare for the provision of Transportation Service, the Fare will be paid by the Passenger who has ordered the provision of Transportation Service. If Passenger justifiably refuses to pay the Fare on the account that your information stated in the Bolt App is incorrect, then Bolt will not reimburse you for such expenses.

4.13. Tipping. Passengers may be given the option to tip after a successful provision of Transportation Services. The Passenger can tip only by means made available by Bolt App for Tipping. The Tip will not affect the amount of Bolt Fees and Bolt Ireland will not collect a commission on the Tip paid by the Passenger.

4.14. Bolt Ireland takes no responsibility if the Passenger refuses to pay the Driver. In such cases, the Driver should turn to the relevant authorities, while Bolt Ireland may send the Passenger a request for payment. Bolt Ireland does not have any obligation to compensate the Fare not paid by the Passenger. If the passengers in the vehicle do not agree to pay the Fare for the provision of Transportation Service, the Fare will be paid by the Passenger who has ordered the provision of Transportation Service. If the Passenger justifiably refuses to pay the Fare on the account that the information stated in the Bolt Apps is incorrect, then Bolt Ireland will not reimburse for such expenses.

4.15. Receipts: After each successful provision of Transportation Services, Bolt shall create and forward a receipt to the Passenger consisting of some or all of the following information: the company's business name/sole trader name, place of business, the first name and surname of the Driver, a photo of the Driver, service license number (if applicable), the registration number of the vehicle, the date-, the time-, the start and end locations-, the duration and length-, the Fare and the Fare and Tip paid for the provision of the Transportation Services. The receipt of each provision of Transportation Services is available to you via the Bolt Driver Account.

4.16. If, in the course of the provision of Transportation Services, a Passenger or its co-passengers negligently damage the vehicle or its furnishing (among else, by blemishing or staining the vehicle or causing the vehicle to stink), you shall have the right to request the Passenger to pay a contractual penalty up to 140 EUR and request compensation for any damages exceeding the contractual penalty. If the Passenger does not consent to paying the contractual penalty and/or compensating the damage, Bolt Ireland must be notified within 24 hours (and must be accompanied by pictures or other adequate evidence of damage) and we will then try to collect contractual penalty and/or relevant costs from the Passenger. However, Bolt Ireland, Bolt Group Companies or Bolt Partners are not taking any liability for direct or indirect damages in relation to cleaning or maintenance of the vehicle caused by Passenger, and are also not obliged to launch any trial in this respect.

4.17. Tax Obligations: You hereby acknowledge to be obliged to fully comply with all tax obligations that arise from the applicable laws in relation to the provision of Transportation Services, including (i) paying corporate tax, income tax, social security tax or any other tax applicable, including corporate income and profit tax; and (ii) fulfilling all employee and tax registration obligations (including obtention of VAT identification number) as required by the applicable law. In addition, it is your duty to provide Bolt Ireland with all relevant tax information, including (among others) VAT numbers. In case the tax authority will submit a valid application to us to provide information regarding your activities, we may make available to the tax authority the information regarding such activities to the extent set forth in valid legal acts. Additionally, it is your obligation to adhere to all applicable tax regulations that may apply in connection with the provision of Transportation Services. You hereby agree to compensate Bolt Ireland all state fees, claims, payments, fines or other tax obligations that Bolt Ireland will incur in connection with the obligations arising from applicable tax regulations not having been met (including paying the income tax and social tax).

4.18. Authorization to issue Invoices: Bolt Ireland, or mandated third parties, have the right to issue invoices on your behalf to the Passengers for the compensation of Fares, contractual penalties or any other fees mediated by Bolt Ireland. The invoice will be made available via the Bolt Driver Account. It is your responsibility to verify the invoices on a weekly basis and you must promptly inform Bolt Ireland should there be any error.

4.19. Cash payments: You have to be able to accept cash payments of the Fare. You are solely responsible to be compliant with any applicable legislation on cash payments.

5. BOLT FEES

5.1. In order to use the Bolt Services, you are obliged to pay Bolt Ireland a fee (i.e. Bolt Fees). The Bolt Fees are paid based on the Fare of each Transportation Service order that you have completed. The amount of the Bolt Fees are made available to you via email, the Bolt App, the Bolt Driver Account or other pertinent means. Please note that the Bolt Fees chargeable may change from time to time, considering the principles of dynamic pricing that take into account (i) the balance of the supply and demand for the Transportation Service, (ii) characteristics of the ride ordered; and (iii) conditions of any applicable campaigns. The Bolt Fees shall not go above the highest rate for Bolt Fees, that we have communicated to you ('Highest Rate of Bolt Fees'). However, we may increase the applicable Highest Rate of Bolt Fees at any time by giving you prior notice.

5.2. You must pay the Bolt Fees and other fees within the payment terms specified in Bolt Ireland's underlying invoices, which may not be shorter than seven (7) days. If the payment of the Bolt Fees is late, you will be required to pay a late payment of 0.05% (zero point five percent) of the unpaid amount per day. You are required to cover all costs incurred by Bolt Ireland which are related to debt collection activities.

6. IN-APP PAYMENTS

6.1. Passengers may be enabled to pay for the Transportation Service via cards, carrier billing and other payment methods (Bolt Business, etc.) directly in the Bolt Apps (cf. In-App Payment). The Fares, including any applicable taxes or other fees paid by the Passenger are collected via In-App Payment. Any payment obligation made by the Passenger via the In-App Payment shall be considered fulfilled as of the time that the payment has been made. You agree that payments made by the Passengers through In-App Payment are considered to be payments made directly to you.

6.2. You may not deny payment by the Passenger through the In-App Payment or influence the Passenger against using the In-App Payment. If you refuse to accept an In-App Payment without good cause, Bolt Ireland shall be entitled to charge you a penalty of 50 Euro for any refusal and/or suspend

your right to use the Bolt Services in case of repetitive behaviour or terminate the Agreement.

6.3. Bolt Ireland reserves the right to engage in promotional initiatives in favor of Passengers at its discretion on a per promotion basis in a manner compliant with any applicable laws. You accept to be part of such initiatives. Promotional codes may not be applied to cash paid trips. If the use of promotional codes (if any) is suspected as being fraudulent, illegal, used in conflict with the Agreement relating to promotional code use, then the promotional code may be cancelled and the outstanding amount will not be reimbursed by Bolt Ireland to you.

6.4. If the option is available and the Passenger chooses to Tip directly in the Bolt App, the Tip will be collected on your behalf together with the Fares and other fees paid by the Passenger via the In-app Payment. If the payment of the Tip is suspected as being fraudulent, illegal, for a purpose other than as a gratuity related to the service provided or used in conflict with the Agreement and, then the Tip can be withheld.

6.5. In-App Payments received in the Bolt Driver Account will be periodically transferred, as accounted for under the period of relevance - starting on Monday, 0.00 and ending on Sunday, 23.59, every week - by bank transfer to the bank account specified by the Fleet Partner, by the fourth day of the week following the period of relevance but not exceeding 14 (fourteen) days from the end of the period of relevance. Any commissions, fees, costs and any other legal claims arising from the law or the Agreement, due to Bolt Ireland shall be deducted from the amount to be transferred to you. If you request an In-App Payment review, transfers of due amounts might be made after such review has been completed.

6.6. You are entitled to review In-App Payment reports in the Bolt Driver Account or the Bolt Apps. The reports will show the amount of In-App Payments brokered in the previous week, as well as the withheld amounts relevant to the Bolt Fees.

6.7. Fleet Partners has no right to claim the payment of the Fare due from the Passenger from Bolt Ireland, the Bolt Group Companies or Bolt Partners if the In-App Payment failed because the Passenger's credit card or other payment is cancelled or is unsuccessful for other reasons. In such a case, Bolt Ireland will assist you in requesting the Fare owed by the Passenger and the relevant share of such Fare will be transferred to you once the Passenger has completed the requested payment.

6.8. Before providing Transportation Services, you must verify that the service is being actually provided to the right Passenger or the Passenger has expressly confirmed he/she allows other passengers to ride under the Passenger's account. If you make a mistake in identifying the Passenger, and the In-App Payment is charged to a person, who has not been provided or has not approved the Transportation Services for other passengers, then Bolt Ireland shall reimburse the person for the Fare. In such case, you are not entitled to receive its share of the Fare. Additionally, for every wrongfully applied In-App Payment, Bolt Ireland shall be entitled to charge you a contractual penalty up to € 50.00.

6.9. You must notify Bolt Ireland of any major circumstances that may affect the collection and distribution of the relevant share of the Fares paid through In-App Payment, as well as all those cases where you are of the opinion that the respective funds were not duly received.

6.10. Please note that any Fares or Tip paid via In-App Payment can be set-off against the amounts that you are obliged to pay in connection with using Bolt Apps and Bolt Services (i.e. Bolt Fees and penalties). Bolt Ireland may set off any of your financial claims against financial claims that you may have against Bolt Ireland.

6.11. If a transfer regarding the respective amount of the Fares or Tips to you is not possible due to the non-inclusion of your bank account details or if the bank account details have been inserted incorrectly, then such payments will be held for 180 days. If you do not notify Bolt Ireland of the correct bank account details within 180 days from the date that the right to claim such payments has been established, your claim regarding the payment of the Fare or Tips not yet transferred shall expire.

7. CUSTOMER SUPPORT

7.1. Bolt Ireland provides assistance to the Fleet Partners and Drivers regarding the use of Bolt Services. Bolt Ireland has the right to discontinue such services at any time in case of late payments, for any reason.

8. RATINGS AND ACTIVITY

8.1. In order to guarantee high-quality service and provide additional reassurance to Passengers, you hereby acknowledge that the Passengers may provide you a rating and leave feedback regarding the quality of the Transportation Services that you have provided. Your average rating will be linked to your Driver's account and will be available to Passengers at Bolt

App. If we find out the rating or comment is not given in good faith, this rating or comment may not be projected in the calculations of your rating.

8.2. In addition to the rating, we measure your level of activity and provide you with an activity score, which is based on your activity regarding accepting, declining, not responding and completing Transportation Service requests.

8.3. In order to provide reliable services to Passengers, we may determine a minimum average rating and a minimum activity score that Drivers must establish and maintain. If, after a pertinent notification from us, you do not increase your average rating or activity score to minimum level within the prescribed time period, your Driver's account will be automatically suspended either temporarily or permanently. We may reverse the suspension of your account if it is merited by any external circumstances or it is detected that the suspension was caused by a system error or false ratings.

9. MARKET ANALYSIS AND CAMPAIGNS

9.1. Market Overviews: Bolt Ireland may send you via the Bolt Apps, Bolt Driver Account, SMS, e-mail or other means, market overviews, to increase its awareness of when the Passenger's needs are the highest. Please note that such market analysis are only recommendations and do not constitute any obligations for either party. As any market estimation provided is based on previous statistics, we cannot give any guarantees that the actual market situation will reflect the latter.

9.2. Campaigns promising a minimum income: We may also provide campaigns, whereby we will guarantee a minimum income if you provide Transportation Services within a specified timeframe, location or other criteria defined by Bolt Ireland. If the specified minimum income is not reached, we shall compensate the gap. The specific requirements and conditions will be sent via the Bolt Apps, Bolt Driver Account, SMS, Email or other means. We have full discretion, in deciding if, when and to who we provide such campaigns. If we have reasonable cause to suspect any fraudulent activity, we may withhold their Fare until the suspicion of fraud has been cleared.

9.3. Campaigns for Passengers: Bolt Ireland may occasionally arrange various campaigns to Passengers in order to promote the Bolt Services. If the Fare paid by the Passenger is reduced as part of such a campaign, Bolt Ireland will in most cases pay compensation equal to the monetary value of the benefit offered to the Passengers. Bolt Ireland may set-off the marketing compensation against the Bolt Fees.

10. RELATIONSHIP BETWEEN YOU, US AND THE PASSENGERS

10.1. You hereby acknowledge and agree that Bolt Ireland acts as a licensed dispatch operator connecting Passengers with third party Fleet Partners to help the Passengers move around cities more efficiently, and does not in any way provide Transportation Services. You acknowledge that you are the sole provider of the Transportation Services on the basis of a service contract with the Passengers and that you provide the Transportation Services as an economic and professional activity. Bolt Ireland acts as a provider of booking services between the Fleet Partners and the Passenger, and thus, among other things, processes, also by means of third parties, payments from the Passengers and forwards the payments to the Fleet Partners.

10.2. It is understood that the Fleet Partner and the Passenger are bound by a service contract to provide the Passengers with Transportation Services to which Bolt Ireland, Bolt Group Companies or Bolt Partners are not a party.

10.3. You hereby expressly declare that the relationship between you and Bolt Ireland, Bolt Group Companies, Bolt Partners is not an employment relationship and that no employment relationship will arise between the you and Bolt Ireland, Bolt Group Companies, Bolt Partners. The Parties also agree that there is no joint venture or partnership, or joint provision of services, between you and Bolt Ireland or Bolt Group Companies, Bolt Partners. You may not act as a clerk, agent or representative of Bolt Ireland, Bolt Group Companies, Bolt Partners or its affiliates or bind Bolt Ireland, Bolt Group Companies, Bolt Partners to any contract.

10.4. If the Driver is deemed to be an employee of Bolt Ireland or its affiliate due to the application of mandatory laws or otherwise, you agree to indemnify Bolt Ireland, Bolt Group Companies, Bolt Partners or its affiliates against any claims of any person, entity, regulatory or governmental authority based on such implied employment.

10.5. You shall not assign the rights and obligations under the Agreement to any third party without the prior written consent of Bolt Ireland.

10.6. You acknowledge that Bolt Ireland does not control or direct the Fleet Partner's / Driver's provision of Transportation Services. The Fleet Partner has the sole right to decide when and how long the Bolt Apps will be used and if

the Passenger's request will be accepted via the Bolt Apps or not. The Fleet Partner acknowledges and agrees that it has complete discretion to provide its services or otherwise participate in other business or employment activities.

10.7. The Driver, if employed or contracted by the Fleet Partner, is subject to the Fleet Partner's sole instructions.

11. PROCESSING OF PERSONAL DATA & ACCESS TO DATA

11.1. Personal data will be processed according to the privacy policy available at <https://bolt.eu/legal/>.

11.2. Bolt has access to all personal data and other data provided or generated in connection with your use of the Bolt Services. Bolt shall take all reasonable steps to ensure confidentiality of such data and comply with all applicable Privacy Policies and laws whenever such data contains personal data. Except where otherwise provided by applicable Privacy Policies and laws, Bolt maintains access to such data also after the Agreement between you and Bolt is terminated.

11.3. You have access to personal and other data provided by you or generated in connection with your use of the Bolt Services to the extent that is made available to you under your Bolt Driver Account through Bolt App. You shall take all reasonable steps to ensure confidentiality of such data and comply with applicable Privacy Policies and laws as long and to the extent that such data contains personal data of Passengers.

11.4. Your misuse of personal data (including Passenger's data) is strictly prohibited and will result in immediate termination of the Agreement.

12. LIABILITY

12.1. The Bolt Services, Bolt Apps and Bolt Platform are provided on an "as is" and "as available" basis. Bolt Ireland, Bolt Group Companies, Bolt Partners or any of their subsidiaries make no warranty or guarantee that access to the Bolt Platform will be uninterrupted or error free. As the usage of Bolt Platform for requesting transportation services depends on the behavior of Passengers, Bolt Ireland does not guarantee that the Fleet Partner's / Driver's usage of the Bolt Platform will result in any Transportation Service requests. Bolt Ireland, Bolt Group Companies, Bolt Partners are not responsible for the proper functioning of the Bolt Apps / Bolt Platform nor for any loss or damage that may result therefrom.

12.2. Bolt Ireland, Bolt Group Companies, Bolt Partners and/or its agents, directors and employees shall not be liable, to the maximum extent permitted by applicable law, for any loss or damage that may arise out of or in connection with this Agreement or the use of the Bolt Apps and/or Bolt Platform and/or Bolt Services, including, but not limited to:

- any direct or indirect property damage, financial or monetary loss;
- loss of profit or anticipated savings;
- loss of business, contracts, contacts, goodwill, reputation and any loss that may arise from the interruption of the business;
- loss or inaccuracy of data; and
- any other type of loss or damage.

12.3. The financial liability of Bolt Ireland, Bolt Group Companies, Bolt Partners in connection with the violation of this Agreement shall be limited to EUR 500 per Fleet Partner. You shall have the right to claim for damages only if Bolt Ireland, Bolt Group Companies, Bolt Partners has deliberately violated this Agreement.

12.4. For the avoidance of doubt, Bolt Ireland, Bolt Group Companies, Bolt Partners does not guarantee the receipt of any requests from the Passenger and can in no way be considered as acting on behalf of the Passenger.

12.5. Bolt Ireland strives to remove unpleasant users of the Bolt Apps. That being said, Bolt Ireland shall not be held liable for the actions or omissions of Passengers or co-passengers using the Bolt Apps, and shall not be held liable for any loss or damage that may incur to you as a result of the actions or omissions of the Passengers or co-passengers.

12.6. You shall be fully liable for breaching the T&Cs, this Agreement or any other applicable laws or regulations and must stop and remedy such breach immediately after receipt of a respective demand from Bolt Ireland or any public authority. You shall indemnify Bolt Ireland, Bolt Group Companies, Bolt Partners for any direct and/or indirect loss and/or damage, loss of profits, expense, penalty, fine that Bolt Ireland, Bolt Group Companies, Bolt Partners may occur in connection with your breach of the T&Cs, this Agreement and any other applicable laws and regulations. If the Passenger presents any claims against Bolt Ireland in connection with your provision of Transportation Services, then you shall compensate such damage to the damaged party in full within 7 (seven) days as of the receipt of the respective request from Bolt Ireland. In case Bolt Ireland is entitled to present any claims against you, then you shall compensate the damaged party any legal costs related to the

evaluation of the damages and the submission and enforcement of claims relating to compensation for such damages.

12.7. You must comply with all tax and trade obligations that may arise in connection with the performance of your obligations under the Agreement or the provision of Transportation Services. You must indemnify Bolt Ireland, Bolt Group Companies, Bolt Partners against all tax, customs, duties, claims and penalties, as well as any trade-related penalties arising from your failure to comply with your tax and / or trade obligations (including, but not limited to, social security tax).

13. TERM, SUSPENSION AND TERMINATION

13.1. The conditions expressly specified in the T&Cs shall enter into force as of your submission and acceptance by Bolt Ireland of the signup application. The Agreement and other terms shall enter into force once the specific document or message has been made available to you and you start or continue providing Transportation Services on Bolt Platform using Bolt Services.

13.2. You may terminate the Agreement at any time by notifying Bolt Ireland at least 7 (seven) days in advance, thereby ending your right to use the Bolt Platform, Bolt Apps and Bolt Services.

13.3. Bolt Ireland may terminate this Agreement with a notice period of 30 (thirty) days at any time and at its own discretion. The notice period shall not apply and the termination shall produce immediate effect, if Bolt Ireland:

- has a legal or regulatory obligation to terminate this agreement in a manner which does not allow it to respect that notice period; or
- exercises a right of termination under an imperative reason pursuant to national law;
- can demonstrate that your (also by means of your employees or contractors) have repeatedly infringed any of the applicable terms and conditions.

Or if you have become insolvent or have initiated any liquidation or bankruptcy proceeding or any proceeding similar in nature.

13.4. Bolt Ireland may immediately terminate the Agreement and/or suspend the access to the Bolt Platform, Bolt Driver Account and Bolt Services without prior notice in case of material breach of Agreement, any applicable laws or regulations (including violation by the Fleet Partner / Driver of the duty to

return), disparage of Bolt Ireland, Bolt Group Companies or Bolt Partners, or in case harm is caused to Bolt's brand, reputation or business, including in case for Passenger complaints, as determined in Bolt Ireland's sole discretion.

Bolt Ireland may also, at its sole discretion, prohibit you from registering a new account.

If Bolt Ireland temporarily or permanently restricts, suspends or terminates you from using the Bolt Platform or Bolt Services, it shall provide you with a statement of reasons, prior to or at the time of the restriction or suspension taking effect or at the time of termination notice.

The statement of reasons shall contain the specific facts or circumstances, including contents of third party notifications, that led to the suspension or termination, as well as a reference to the applicable grounds referred to in the clauses above.

Bolt Ireland does not have to provide a statement of reasons where it has a legal or regulatory obligation not to provide it, or where we can demonstrate that you or any of your employees or contractors have repeatedly infringed the applicable terms and conditions, resulting in termination of the agreement with immediate effect (including in case of material breach).

The termination of the Agreement will not affect:

- any accrued rights of either party, including any right to receive any payments due but unpaid before the termination; or
- obligations, which are expressed to survive the termination.

13.5. Bolt Ireland may immediately suspend the Fleet Partners / Diver's access to the Bolt Platform, Bolt Driver Account, and Bolt Services also during the investigation period if we suspect there is a violation of the Agreement or fraudulent activity. The access suspension is removed as soon as the investigation disproves such suspicions.

13.6. Additional requirements and safeguards provided in Regulation (EU) 2019/1150 ("Regulation") may apply where the termination of the Agreement or suspension of the access to the Bolt Platform, Bolt Driver Account and Bolt Apps affects the your rights of using the Bolt Services for the provision of Transportation Services in a member state of the European Union or European Economic Area ("Member State").

13.7. You (i.e., "Business User Operating in the Member State") have the right to challenge the termination of the Agreement, suspension, and other alleged non-compliance with the Regulation, in accordance with the "Internal Complaint-Handling System Rules for Business Users". In fact, we will provide you with the opportunity to clarify the facts and circumstances that led to the restriction, suspension or termination in its internal complaint-handling process. If the restriction, suspension or termination is revoked, you shall be enabled to continue to access the Bolt Services without any limitation of accessing personal or other data, or both resulting from its prior use of the Bolt Platform, Bolt Apps or Bolt Services.

14. AMENDMENTS

14.1. We reserve the right to amend these General Terms anytime by uploading the revised version on the website (<https://bolt.eu/legal/>) and notifying you (e.g. via e-mail, Bolt Apps or Bolt Driver Account) whenever, in our reasonable opinion, such amendments are material.

Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services, available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32019R1150&from=EN>

14.2. Any changes that affect your rights will be notified on a durable medium within a set notice period which is reasonable and proportionate in light of the specific circumstances and which is at least 15 days from notification, unless:

14.2.1. We are subject to a legal or regulatory obligation which requires it to amend these T&Cs in a manner which does not allow it to respect the advance notice period;

14.2.2. immediate amendment is required to address an unforeseen and imminent danger related to health, safety or cybersecurity risks, or defending the Bolt Services, Passengers, Fleet Partners or Drivers from fraud, malware, spam or data breaches;

14.2.3. you have elected to waive the advance notice period (e.g. you continue to use Bolt Services after receipt of the notice of amendment); or

14.2.4. in our reasonable opinion, amendments are beneficial to you and do not require technical adjustments.

14.3. We will grant longer notice periods when this is necessary to allow technical or commercial adaptations to comply with the changes.

14.4. If you do not agree to the amendments of the T&Cs or other conditions of the Agreement, you have the right to terminate the Agreement by discontinuing the use of the Bolt Services and providing termination notice on a durable mean to Bolt Ireland. The termination of the Agreement takes effect on the effective date of the proposed amendment, unless otherwise provided in your termination notice. Your use of the Bolt Services on or after the effective date of the amendment constitutes your consent to be bound by the T&Cs or Agreement, as amended.

14.5. You are in any case entitled to waive such notice period by means of a written statement or a clear affirmative action, except in case of editorial changes.

14.6. During the notice period, submitting new services to the online intermediation services shall be considered a clear affirmative action to waive the notice period, except in cases where the reasonable and proportionate notice period is longer than 15 days because the changes to the terms and conditions require significant technical adjustments. In such cases, the notice period shall not be considered automatically to be waived.

15. APPLICABLE LAW AND JURISDICTION

15.1. The Agreement shall be governed by and construed and enforced in accordance with the laws of Ireland.

15.2. All disputes that may arise in connection with the Agreement, whether in terms of their existence, validity, interpretation, performance, infringement, termination or otherwise, shall be settled by negotiation. If the dispute arising out of the Agreement, is not resolved by the negotiations, the dispute will be settled in the courts of Dublin (Ireland). Applicable mandatory consumer protection laws remain unaffected.

16. NOTICES

16.1. You are obliged to notify Bolt Ireland promptly of any material change regarding the Fleet Partner, the Drivers and/or vehicles (including contact information) and to ensure that any provided data or information are correct and up-to-date at any time.

16.2. Bolt Ireland contact information: dublin@bolt.eu

16.3. Any notification made under the Agreement shall be deemed satisfactory if (i) it is delivered in person, (ii) sent by courier with proof of delivery, (iii) sent by registered post, (iv) by e-mail or (v) via the Bolt Driver Account or Bolt Apps. Any notice sent or posted in accordance with this clause shall be deemed received: (i) if delivered in person, at the time of delivery to the recipient; (ii) if delivered by courier on the date indicated by the courier as the date on which the envelope containing the notice was delivered to the recipient; (iii) if sent by registered mail, on the 10th day following delivery of the document to the post office; (iv) when disclosed on the Bolt Driver Account or the Bolt Apps; or (v) if sent by e-mail, on the day the party receiving the e-mail confirms receiving the respective e-mail or on the 2nd day following the dispatch of the e-mail provided that the sender has not received an error notice (notifying that the e-mail was not delivered to the party) and has sent the e-mail again on the next calendar day and has not received a similar error notice.

17. FINAL PROVISIONS

17.1. If any provision of the Agreement is held to be unenforceable, the parties shall replace the affected provision by an enforceable provision that approximates the intent and economic effect of the provision in question. If one of the provisions of the Agreement is or becomes invalid, the validity of the other provisions shall not be affected.

17.2. Any failure or delay of a party to enforce a right under the Agreement shall not be deemed as a waiver of such a right.

Bolt Ireland