

PARTNER TERMS AND CONDITIONS

RECITALS

- (A) The terms and conditions in this agreement and any special conditions or variations thereof (jointly, the "**Agreement**") confirm and describe the cooperation and the legal relationship between Taxi2Airport.com B.V. ("**Taxi2Airport**") and the partner (the "**Partner**").
- (B) Taxi2Airport and the Partner (individually, the "**Party**" and collectively the "**Parties**") agree that the terms and conditions in the Agreement only apply to the activities of the Partner with respect to the generating of direct or indirect customer traffic to Taxi2Airport. The Agreement does also extend to any activities the Partner has or may have with respect to the facilitation of the sale of transfers to its own customers ("**Reselling Activities**").
- (C) In consideration of the mutual benefits and obligations set forth in the Agreement, the receipt and sufficiency of which consideration is acknowledged upon completion by the Partner of signing the engagement letter, the Partner and Taxi2Airport agree as set forth below.

1. OBJECTIVE OF THE AGREEMENT

1.1 General

1.1.1 Taxi2Airport provides a platform on which suppliers of transfers (the "**Supplier**") can advertise and offer their transfers to customers. Taxi2Airport' product portfolio consists of transfers (the "**Transfers**"), which helps customers with a smooth and pleasant transfer from and to the Airport (the "**Solution**"). Taxi2Airport maintains and exploits its own websites and mobile applications, and also provides the Solution and links, widget and API connection to the Solution on the websites and mobile applications of third parties. The Partner owns, controls, hosts and/or operates one or more internet domains and websites or other channels. The Parties agree that the Partner will attract and allow customers direct or indirect access to the Solution through the Partner's websites or domains or other channels (the "**Partner Services**"), all in compliance with the conditions laid down in the Agreement. The Partner receives a Commission (as defined below) from Taxi2Airport for the Partner Services.

1.2 Relationship of the Parties

- 1.2.1 The Agreement does not make the Partner an employee, legal representative, dealer, general agent, joint venture partner or a partner of Taxi2Airport for any other purpose than for rendering the Partner Services.
- 1.2.2 The Partner acknowledges that Taxi2Airport has not granted it any authority to make changes to Taxi2Airport' terms and conditions of sale, grant any warranties in excess of those extended by Taxi2Airport or limit its liabilities or remedies less than Taxi2Airport limits its liabilities and remedies, sign quotations, incur obligations (expressed or implied), or in general enter into contracts on behalf of Taxi2Airport or bind Taxi2Airport in any transaction with governmental agencies or third parties.
- 1.2.3 The Partner and Taxi2Airport individually operate and are individually responsible for all aspects of their respective websites and other channels. Unless otherwise agreed in writing, neither party may publish anywhere, neither explicitly nor by implication, that any of the websites are part of, supported by or official part of the websites of the other Party.
- 1.2.4 The Partner acts as a partner in the facilitation by Taxi2Airport of Transfers to and from the Airport to customers.

1.3 Relationship between Taxi2Airport and the customer

- 1.3.1 The Partner acknowledges that in agreement with the Supplier, Taxi2Airport acts as an intermediary in the formation of an agreement between the customer and that Taxi2Airport does not assume a guarantor position for the Transfer offered by the Supplier.

2. SOLUTION, INTEGRATION AND INTELLECTUAL PROPERTY

2.1 Solution

- 2.1.1 Parties agree that the Solution is made available by Taxi2Airport to the Partner for the term of the Agreement.
- 2.1.2 Taxi2Airport makes available various channels, which may include Taxi2Airport' API, the Taxi2Airport Affiliate portal, Taxi2Airport Reseller portal, website, application, Booking Widget, (embedded) link, or any other means by which Taxi2Airport allows the purchase of Transfers by the customer (the "**Channels**"). All purchases of Transfers via the Channels take place on the Taxi2Airport platform.

2.1.3 Taxi2Airport will provide the Partner with a unique user ID and password for a secured platform which allows the Partner access to monthly reports. The Partner agrees to safeguard the information required to access this platform and to notify Taxi2Airport in case of any improper use or of an actual or potential security breach relating to this platform.

2.2 Integration

2.2.1 The integration of the Channels on the Partner's websites, including but not limited to the positioning, size and form, is to be agreed upon between Taxi2Airport and Partner.

2.2.2 The Partner agrees to use commercially reasonable endeavors to achieve the overall smooth, accurate, up-to-date and error-free functioning of its websites and commits to take Taxi2Airport' instructions to remedy any errors that may hamper optimal customer experience into consideration.

2.3 Intellectual property and permitted use of content

2.3.1 All intellectual property rights remain the exclusive property of Taxi2Airport and/or the respective Supplier, which explicitly reserve their rights as owner or licensee of intellectual property, now and in the future, against the Partner and against any third party, warranted by a law, a contract or otherwise.

2.3.2 The Partner may receive content, including but not limited to vehicle types and images from Taxi2Airport ("Content"), by means of the Taxi2Airport API, communications with Taxi2Airport, the Taxi2Airport website or by other means. In accordance with the terms and conditions laid down in the Agreement, Taxi2Airport grants the Partner a worldwide, non-exclusive and free of charge license to display Content on the Partner's websites and in online advertisement only if Content:

- (i) is directly provided and explicitly labelled by Taxi2Airport for such use by the Partner; and
- (ii) is linked directly by the Partner to Taxi2Airport' products and services.

2.3.3 The use by the Partner of content without the required intellectual property rights, including the use of content licensed by Taxi2Airport from third parties, comes at the sole risk and account of the Partner and the Partner indemnifies Taxi2Airport against any claims by third parties.

2.3.4 The Partner is not authorized to distribute Content or Channels, or sub-license the rights granted to the Partner in paragraph 2.3.2 to a third party or otherwise use or exploit Content for any other purposes than those directly related to the Solution, except as expressly provided for in the Agreement or with explicit written permission from Taxi2Airport.

2.3.5 The Partner grants Taxi2Airport a worldwide and free of charge license to incorporate, integrate, include and display Channels and to make the Solution available on the Partner's websites.

3. GENERAL UNDERTAKINGS

3.1 Good faith and fair dealing

3.1.1 In carrying out their obligations under the Agreement, the Parties will act in accordance with the principles of good faith and fair dealing.

3.1.2 The provisions in the Agreement as well as any statement made by the Parties in connection with the Agreement will be interpreted by the Parties in accordance with the principles of good faith and fair dealings.

3.2 Safeguarding Taxi2Airport' good name and reputation

3.2.1 The Partner undertakes to refrain from negative or otherwise harmful representations about Taxi2Airport' products, operations, suppliers, partners or other elements or parties related to Taxi2Airport' business.

3.2.2 The Partner agrees to observe policies, regulations, restrictions and obligations that aim to prohibit or prevent double servicing, cloaking, spamming or other techniques or methods that prevent a unique user experience and could result in an otherwise unjustified high ranking or visibility of the Partner's or Taxi2Airport' website in, among others, search engines.

3.3 Non-interference with Taxi2Airport' business

3.3.1 The Partner agrees to not interfere in any way with Taxi2Airport' business in general and with the products and services offered on the Taxi2Airport website and the relationship between Taxi2Airport and its Suppliers in particular.

3.3.2 The Partner agrees to only communicate with designated contact person of Taxi2Airport and in no way communicate with Suppliers with respect to bookings of Transfers.

3.3.3 The Partner agrees to not purchase Taxi2Airport Transfers on the Taxi2Airport website for any commercial gain that could interfere with Taxi2Airport' business, including but not limited to the selling of such Transfers to third parties.

3.4 Websites, advertising and domain name

3.4.1 The Partner agrees to not directly or indirectly copy, imitate or otherwise align its websites with the Taxi2Airport website, including but not limited to Taxi2Airport website's format and layout, functionalities and overviews.

3.4.2 The Partner agrees to not make or store copies of any part of the Taxi2Airport website, use any part of the Taxi2Airport website on or through a third-party platform or systemically analyze content placed on the Taxi2Airport website.

3.4.3 The Partner agrees to abstain from any act or omission that may actually or potentially detrimentally affect the exposure or overall effectiveness of Taxi2Airport' domain name, including but not limited to applying for or distributing a similar domain name. The Partner agrees that upon violation of this provision the Partner must promptly transfer and register any corresponding domain name to Taxi2Airport.

3.5 Non-solicitation, non-compete and price comparisons

3.5.1 The Partner agrees to abstain from contacting, soliciting or accepting any Supplier connected to the Solution for any reason, including but not limited to contacting, soliciting, or accepting any such Supplier as its direct or indirect business partner on or through the Partner's websites for:

- (i) bookings or reservations;
- (ii) sales;
- (iii) marketing or advertising (including but not limited to banners, pay-per-click and pop-ups); and/or
- (iv) any other commercial purposes.

3.5.2 The Partner agrees to not offer any products or services and/or Suppliers on its websites that are available as Solution on the Taxi2Airport website for the duration of the Agreement. This obligation by the Partner will in no event exceed a period of five years following the Effective Date (as defined below).

3.5.3 The Partner ensures that price comparisons (if any) on its websites that include products and prices of Taxi2Airport' direct or indirect competitors are transparent, up-to-date and correct and do not actually or potentially mislead the Partner's websites' visitors.

4. CLAIM FOR PERFORMANCE AND FURTHER REMEDIES

4.1 Undertakings in clauses 2 and 3

4.1.1 The Partner confirms and ensures that the Partner and any Partner group companies fulfil the terms and conditions in clauses 2 and 3.

4.1.2 In case of an actual, alleged or potential infringement of the undertakings under clauses 2 and 3, Taxi2Airport and the Partner agree that the Partner carries the burden of proof. This means that in response to an assumption by Taxi2Airport of such actual, alleged or potential infringement the Partner is required to provide legally conclusive evidence to reject or otherwise address this assumption.

4.1.3 The Partner agrees to immediately notify Taxi2Airport and, upon Taxi2Airport' request, promptly implement and adhere to terms and conditions set out in the Agreement as soon as the Partner is aware of any actual or potential violation of the terms and conditions in the Agreement.

4.1.4 The Partner agrees that in the event the Partner does not adhere to its obligations pursuant to the terms and conditions in the Agreement, Taxi2Airport may immediately postpone its obligations under to the Agreement, including the suspending of payment, or terminate the Agreement altogether.

5. PRICE, COMMISSION AND PAYMENT

5.1 Commission

5.1.1 The Partner is compensated for the Partner Services by means of a commission (the "**Commission**"). The Partner's Commission is based on a percentage of the total order value (the price charged to the customer, the "**Total Sales Order Value**"). The Partner and Taxi2Airport may agree on alternative Commission arrangements.

5.1.2 Taxi2Airport uses the last cookie counts ("LCC") principle to allocate transactions generated on the Taxi2Airport website through the Partner's website (if applicable).

- 5.1.3 The agreed Commission is excluding value added tax ("VAT"). The Partner understands that VAT applies with respect to the Commission.
- 5.1.4 The Partner accepts that any cancelled or fraudulent transactions are not eligible for Commission.

5.2 Payment

- 5.2.1 After the date the Transfer has been successfully used by the customer, Taxi2Airport adds the Commission to the Partner's account. The commission will be invoiced in the month following the month. The invoice will be prepared by Taxi2Airport on behalf of the Partner.
- 5.2.2 In the case of chargebacks by customers, Taxi2Airport reserves the right to deduct the full value of the contested transaction from the Partner's Commission payments.
- 5.2.3 The Partner (as self-billee) appoints Taxi2Airport (as self-biller) to issue (where applicable) invoices on its behalf in respect of the Commission due to Partner. In this regard:
- (i) Taxi2Airport therefore agrees (where applicable) to (i) to issue self-billed invoices for the Commission due to the Partner under this Agreement, (ii) to complete self-billed invoices showing the Partner's name, address and EU VAT registration number (if any), with all the details which constitute a full VAT invoice (iii) to make a new self-billing agreement in the event that their VAT registration number changes and (iv) to inform the Partner if the issue of self-billed invoices will be outsourced to a third party;
 - (ii) The Partner agrees (i) to accept invoices raised by Taxi2Airport on its behalf, (ii) no to raise sales invoices in respect of the Commission (or any other supplies made by the Partner to Taxi2Airport under this Agreement) and (iii) to immediately notify Taxi2Airport if it changes its EU VAT registration number (if any), ceases to be EU VAT registered (if applicable), sells its business or a part of business; and
 - (iii) Where any supply made is subject to VAT on a "reverse charge", the invoice prepared will reflect that fact and detail the VAT position accordingly (and contain any such further or alternative information as required).
- 5.2.4 All Commission payments by Taxi2Airport are made by wire transfer into the bank account specified by the Partner in the currency agreed by the Parties.

6. REPRESENTATIONS AND WARRANTIES

6.1 General

- 6.1.1 The Partner and Taxi2Airport individually represent and warrant to the other party that they:
- (i) have the right, power and ability to validly enter into and perform under the Agreement; and
 - (ii) guarantee that their performance under the Agreement will comply with all applicable laws.

6.2 Websites

- 6.2.1 Any reference to "website" or "websites" in the Agreement also includes reference to any related mobile and other applications related to the website or websites.
- 6.2.2 The Partner and Taxi2Airport commit to using reasonable efforts to keep their respective websites operational and to protect and safeguard their respective websites on a continuing basis during the term of the Agreement, save for circumstances reasonably beyond the Parties' control.
- 6.2.3 The Partner warrants that its websites do not contravene common decency or contain unlawful, illegal, fraudulent or harmful contents, statements, banners or other types of improper information.

7. LIMITATION OF LIABILITY

7.1 Limitation of liability

- 7.1.1 Taxi2Airport will only be liable to the Partner for direct loss or damage resulting from attributable failure to comply with the Agreement.
- 7.1.2 Taxi2Airport will not be liable in any manner whatsoever for any indirect loss, including but not limited to consequential loss, loss of income and profit from business interruption or other indirect income or profit, loss of data and non-material loss.
- 7.1.3 The maximum loss amount for which Taxi2Airport is liable is equivalent to the total compensation that has become due and payable to the Partner during the three months prior to the time of the loss-incurring event.

8. TERM AND TERMINATION

8.1 Term and termination

8.1.1 The Agreement enters into effect upon completion by the Partner of signing the Engagement letter or the Affiliate/Reseller Partnership Program registration form on the Taxi2Airport website and Taxi2Airport' subsequent explicit and written acceptance of the Partner in this Program (the "**Effective Date**"). This Agreement will remain in effect for a period of one year following the Effective Date. Immediately upon expiration of this initial term, the Agreement will automatically renew for an indefinite period unless terminated in accordance with the Agreement.

8.1.2 After the initial one-year period, either Party may terminate the Agreement at any time with at least three (3) months written notice to the other Party including its intent to terminate the Agreement.

8.1.3 The Parties agree that the Agreement is automatically terminated if for a period of one (1) year no successful transaction by a customer unrelated to the Partner has taken place.

8.1.4 Upon termination, the Agreement is absolutely and entirely terminated and will cease to have effect, without prejudice to Party's rights and remedies in respect of an indemnification or a breach by the other Party of the Agreement. The Parties agree that clauses 2.3 (intellectual property), 3.2.1 (good name), 3.3.1 and 3.3.3 (non-interference), 3.4.1 and 3.4.2 (no copying of website), 3.4.4 (domain name), 9 (confidential information & personal data), 10.3 and 10.4 (miscellaneous) and 11 (governing law) continue for an indefinite period and survive any termination of the Agreement.

9. CONFIDENTIAL INFORMATION & PERSONAL DATA

9.1 Confidential information

9.1.1 The Parties agree that under the Agreement each Party may have access or be directly or indirectly exposed to confidential information of the other party, including but not limited to financial information, proprietary information, competitively sensitive and otherwise commercially sensitive information, as well as trade secrets, know-how, source code, design documents, present and future technology, product development plans, price lists, marketing and any other information, irrespective whether the information is disclosed orally, in writing, electronically (data) or in any other form that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential ("**Confidential Information**").

9.1.2 The Parties agree that if either Party cannot by itself to a high degree of certainty determine whether information qualifies as Confidential Information, the other Party will be consulted in writing. The information is qualified as Confidential Information until the other Party expressly and in writing confirms the non-confidential nature of the information.

9.1.3 The Parties agree that the ownership of Confidential Information remains with the Party that discloses Confidential Information and that all Confidential Information and copies thereof must be returned or destroyed upon written request of the Party that disclosed the Confidential Information.

9.1.4 The Parties agree to keep Confidential Information in the strictest confidence, to use it only for the purposes stipulated in the Agreement and to safeguard the Confidential Information with the same degree of care as it used by either Party to protect its own confidential information, but in no even less than reasonable care. This obligation extends to the Parties, their employees, officers, representatives and any third parties contracted or otherwise engaged by either Party.

9.2 Personal data

9.2.1 The Parties' obligations in provision 9.1.4 expressly include the duty to safeguard the confidentiality of personal data, including customer data, and to protect such data from unauthorized use, release or publication.

9.2.2 The Partner agrees to notify Taxi2Airport immediately and in any case within one calendar day after the Partner has become aware of an actual or potential security breach linked to the Partner's websites, domain names, servers, or any other data storage. The Partner indemnifies Taxi2Airport against any damages, direct or indirect, linked to such actual or potential security breach.

9.2.3 Parties agree to comply with the laws of the Netherlands and European directives and regulations of the European Union on the processing of personal data and the protection of privacy. Parties commit to the collection and use of personal data under the concepts of privacy by default and privacy by design.

10. MISCELLANEOUS

10.1 Correspondence

- 10.1.1 All correspondence between the Parties relating to the Agreement must be done in writing and be addressed to the other Party or a duly authorized representative of the other Party.
- 10.1.2 The Partner agrees to clearly include the Partner's ID number which has been provided by Taxi2Airport in all its correspondence with Taxi2Airport.

10.2 Whole agreement

- 10.2.1 The Agreement represents the overall subject matter as agreed between the Parties and replaces all prior agreements, arrangements, offers or other forms of commitment capable of carrying any legal force between the Parties.
- 10.2.2 Any general terms and conditions by the Partner are not part of the Agreement.

10.3 Partial invalidity and amendments to the Agreement

- 10.3.1 In case any part of the Agreement is or becomes invalid or non-binding, the Parties agree that all other parts of the Agreement remain valid.
- 10.3.2 If any provision of the Agreement is found to be invalid or non-binding or if the Agreement does not address a legal requirement, the Parties agree that the Agreement will be amended such that it is in accordance with applicable law, with due observance of the intended meaning and consequences of the Agreement.
- 10.3.3 Any amendment or modification of the Agreement or additional obligation assumed by either Party in connection with the Agreement will only be binding if evidenced in writing signed by each Party or duly authorized representatives of each Party.

10.4 Relation to third parties

- 10.4.1 Without prior consent, the Parties agree to not provide any information and/or make any statements to third parties regarding the contents of the Agreement or the partnership between the Partner and Taxi2Airport.
- 10.4.2 The Partner is not allowed to transfer the Agreement and the terms and conditions included therein to a third party without the prior express written consent of Taxi2Airport. Taxi2Airport will be authorized to transfer the Agreement and the terms and conditions included therein to a third party that acquires the business operations to which the Agreement is subject.

11. DISPUTES AND APPLICABLE LAW**11.1 Disputes and applicable law**

- 11.1.1 The Agreement is governed exclusively by the laws of the Netherlands.
- 11.1.2 Any disputes between the Parties in relation to the Agreement that cannot be solved amicably will be submitted to the competent Dutch court for the district where Taxi2Airport has its registered office.