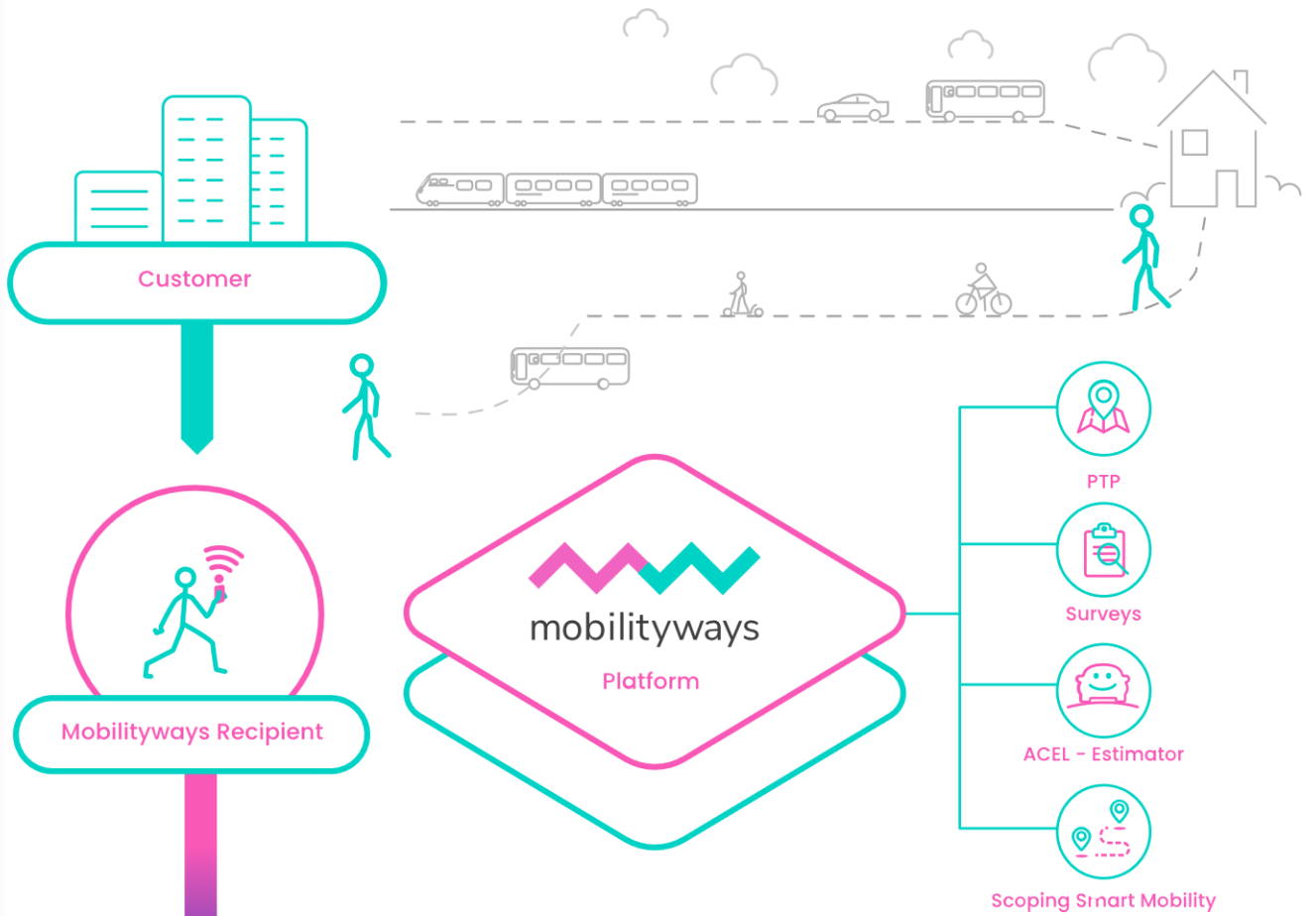
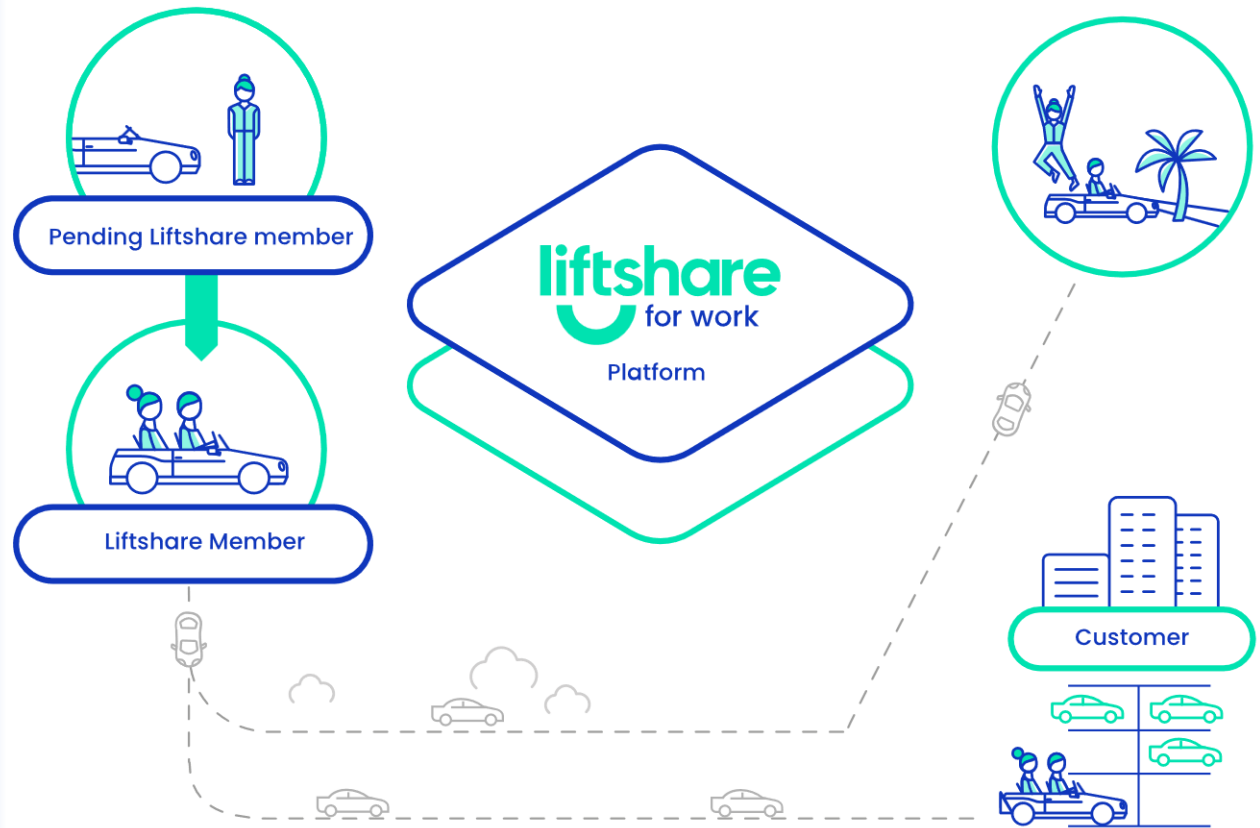


Scoping / Analysis



Implementation of Car Sharing Scheme

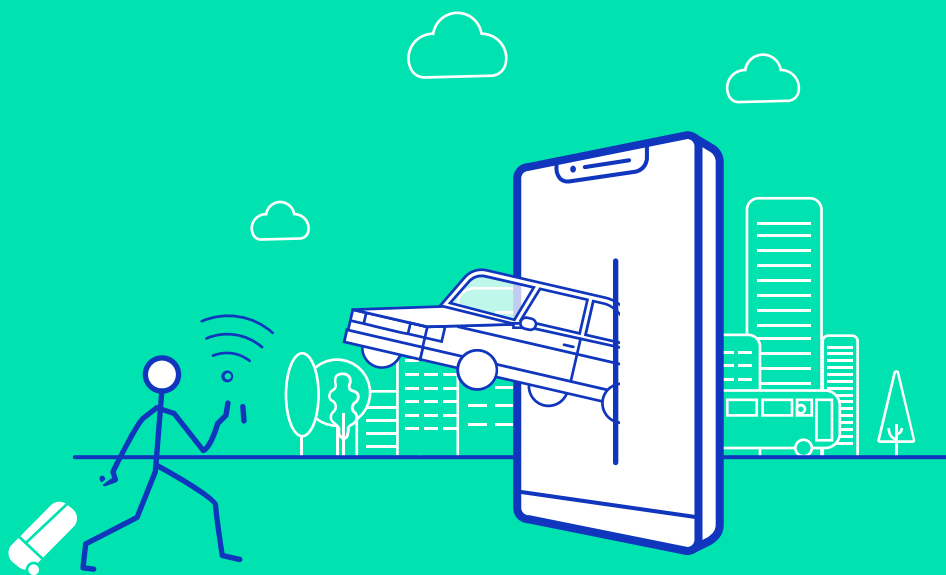


Business Terms & Conditions



PARTIES:

- 1) **LIFTSHARE.COM LIMITED** is a limited company registered in England under company no. 03968472, and with its registered address at 4 Duke St, Norwich, Norfolk, NR3 3AJ (trading as 'Liftshare' and 'Mobilityways') ("**Liftshare Group**"); and
- 2) You are the **CUSTOMER** who has engaged Liftshare Group to perform Services (the "**Customer**").



Business Terms & Conditions

1 OVERVIEW

1.1 The Liftshare Group is made up of two brands - Mobilityways and Liftshare:

- 1.1.1 the Mobilityways Services provide the Customer with journey related benchmarking, tracking and reducing commuting emissions. The Customer is able to use the Mobilityways software tools to interact with its staff in order to gain insight into staff travel to its offices, conduct travel surveys and provide staff with personalised travel plans. Liftshare Group acts under the Customer's instructions (as a data processor) for any personal data processed by the Customer through the Mobilityways Platform; and
- 1.1.2 the Liftshare Services enable individuals to join a car sharing scheme and/or search for travel companions (in either a business or personal capacity). The Customer can create pending accounts for its staff to create an account, but its staff have the choice as to whether they wish to accept such accounts on the Liftshare Platform. Liftshare processes users personal data as a joint data controller on the basis that users do not solely have to use the Liftshare Platform for business purposes and they engage with Liftshare Group directly as a Liftshare Member.



Business Terms & Conditions



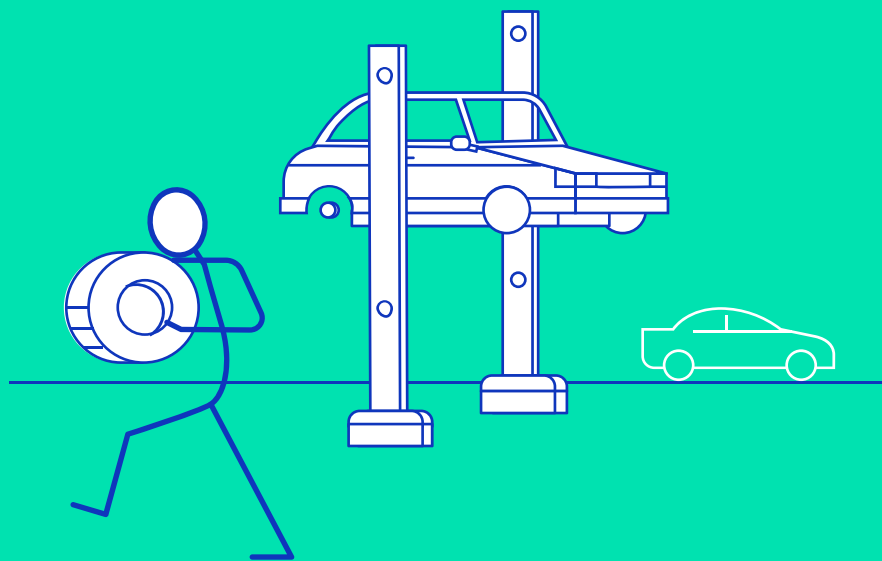
2 ENGAGEMENT AND INTERPRETATION

- 2.1 This Agreement will be deemed to be accepted by the Customer and will be effective on the earlier of:
 - 2.1.1 the Customer signing an Order (including by electronic signature);
 - 2.1.2 the Customer using any of the Services after receipt of this Agreement; or
 - 2.1.3 the Customer providing Liftshare Group with a purchase order number, on which date this Agreement will come into existence and will continue in force until terminated in accordance with its terms ("**Commencement Date**").
- 2.2 Any Service Schedule will be effective upon the Customer using a Service that corresponds with the relevant Service Schedule.
- 2.3 This Agreement shall:
 - 2.3.1 apply to and be incorporated into any Services to be provided by Liftshare Group to the Customer; and
 - 2.3.2 prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.
- 2.4 In the event of conflict between any part of this Agreement and/or any ancillary documents, the conflicting terms will take precedence in descending order of priority as follows:
 - 2.4.1 an Order;
 - 2.4.2 each Service Schedule to this Agreement (with Service Schedules with a lower number taking precedence over Service Schedules with a higher number);
 - 2.4.3 the main body of this Agreement.
- 2.5 In this Agreement, the following rules apply:
 - 2.5.1 defined terms are set out in clause 15 and as otherwise specified in quotation marks within the body of this Agreement;
 - 2.5.2 a reference to a party includes its successors and permitted assigns;
 - 2.5.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 2.5.4 the headings and illustrations contained in this Agreement are for reference purposes only and do not affect the interpretation of the clause and do not have legal effect;
 - 2.5.5 any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 2.5.6 a reference to "**writing**" or "**written**" includes faxes and emails.



3 SUPPLY OF SERVICES

- 3.1 In consideration of the payment of the Charges, Liftshare Group shall, during the Term, perform the Services in accordance with this Agreement and the terms of any applicable Service Schedule.
- 3.2 The Customer acknowledges and agrees that:
 - 3.2.1 Liftshare Group procures web hosting infrastructure and data centre management services from suitable third party subcontractors;
 - 3.2.2 any dates and timescales referenced by Liftshare Group are estimates only and are subject to the Customer's compliance with its obligations under this Agreement. Time shall not be 'of the essence' for the performance of the Services; and
 - 3.2.3 Liftshare Group shall have the right, upon notice in writing, to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially adversely affect the nature or quality of the Services.



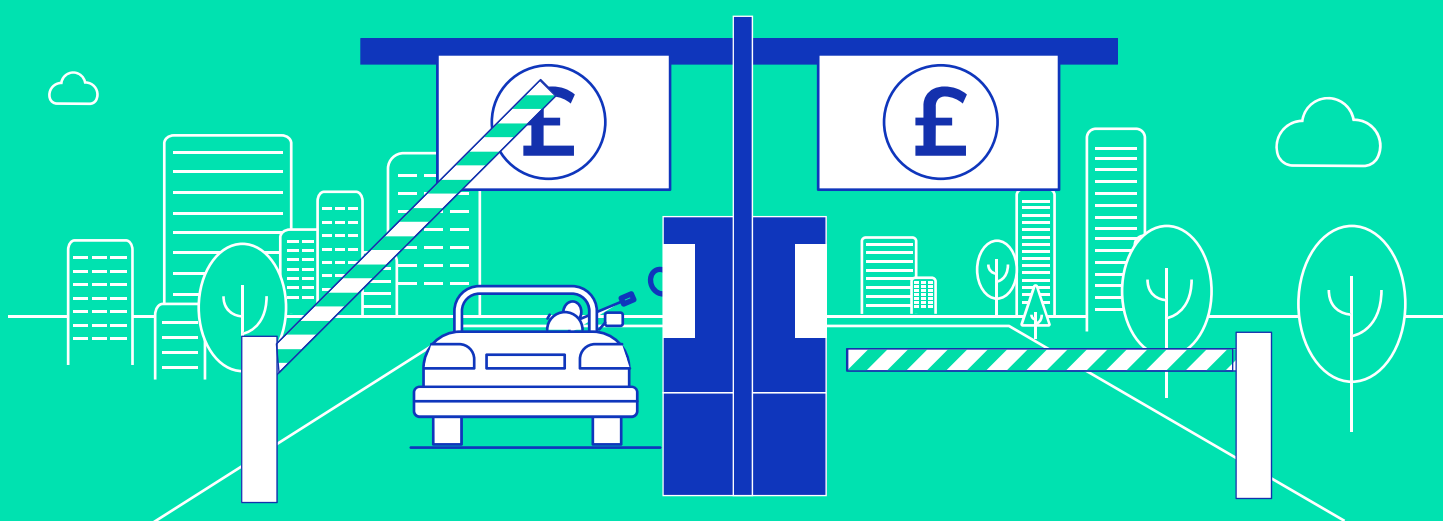
4 CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
 - 4.1.1 promptly provide reasonable cooperation in all matters relating to the Services requested by Liftshare Group;
 - 4.1.2 provide Liftshare Group with such information and materials as Liftshare Group may reasonably require in order to supply the Services, and ensure that such information is accurate and complete in all material respects; and
 - 4.1.3 not access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or in a manner that is otherwise illegal or causes damage or injury to any person or property, and Liftshare Group reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- 4.2 The Customer will indemnify and keep Liftshare Group and its Affiliates indemnified against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Liftshare Group and/or its Affiliates arising out of or in connection with any claims or fines in relation to a breach of clauses 4.1.2 and 4.1.3.
- 4.3 If Liftshare Group's performance of any of its obligations under this Agreement is prevented or delayed by any act or omission by Customer, or if the Customer fails to perform any relevant obligation ("**Customer Default**"):
 - 4.3.1 Liftshare Group shall, without limiting its other rights or remedies, have the right to suspend performance of the Services and access to the Platform until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent that the Customer Default prevents or delays Liftshare Group's performance of any of its obligations; and
 - 4.3.2 Liftshare Group shall not be liable for any costs or losses sustained or incurred by Customer arising directly or indirectly from such failure or delay in Liftshare Group's performance of its obligations.
- 4.4 The Customer acknowledges and agrees that its use of the Services is contingent on certain software applications from third party service providers. As a condition of the Services, the Customer may be required to agree to such third party service providers terms and conditions.



5 CHARGES AND PAYMENT

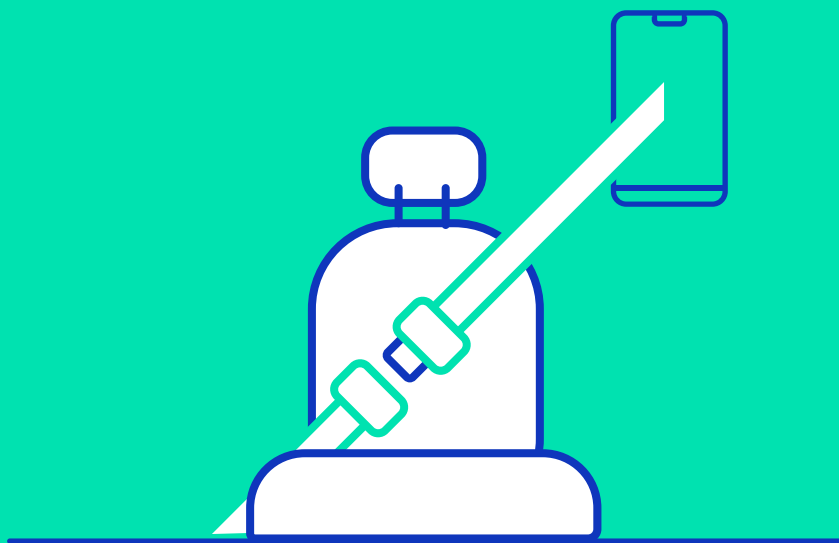
- 5.1 Liftshare Group shall be entitled to submit its invoices for the Charges in accordance with the payment schedule set out in the applicable Order. The Charges do not include VAT, which shall be payable in addition to the Charges.
- 5.2 Liftshare Group's invoices shall be payable in full without any set-off or withholding within 30 days of the date of the relevant invoice. Liftshare Group may charge interest on any late payment that is not the subject of a bona fide dispute from the due date for payment until payment is received in full at a rate of 4% per annum above the base rate of Barclays Bank plc from time to time, calculated daily and being compounded quarterly until payment is made, whether before or after any judgment.
- 5.3 Liftshare Group may increase the Charges payable by the Customer by providing the Customer with notice prior to expiry of the Initial Term or the expiry of the then current Renewal Period (as the case may be). Such price increase shall not take effect until the start of the following Renewal Period. For the avoidance of doubt, should the Customer fail to respond to Liftshare Group's notice of a price increase, and fail to terminate this Agreement in accordance with clause 10 before the start of the next Renewal Period, this Agreement shall automatically renew in accordance with clause 10, and will be subject to the revised prices.



Business Terms & Conditions

6 WARRANTIES

- 6.1 Liftshare Group warrants to Customer that:
 - 6.1.1 it will implement reasonable security measures to reduce the risk of viruses, malware, malicious and harmful code being transferred through the Platform;
 - 6.1.2 the use of the Platform by Users in accordance with the terms of this Agreement (and the Liftshare Member Terms and Conditions, where applicable) shall not infringe the Intellectual Property Rights of any third party; and
 - 6.1.3 the Services will be provided using reasonable care and skill using appropriately qualified and trained personnel.
- 6.2 Liftshare Group does not represent or warrant that access to the Platform will be free from defects, continuous, timely or error free or that defects will be corrected in a timely manner or at all.
- 6.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.



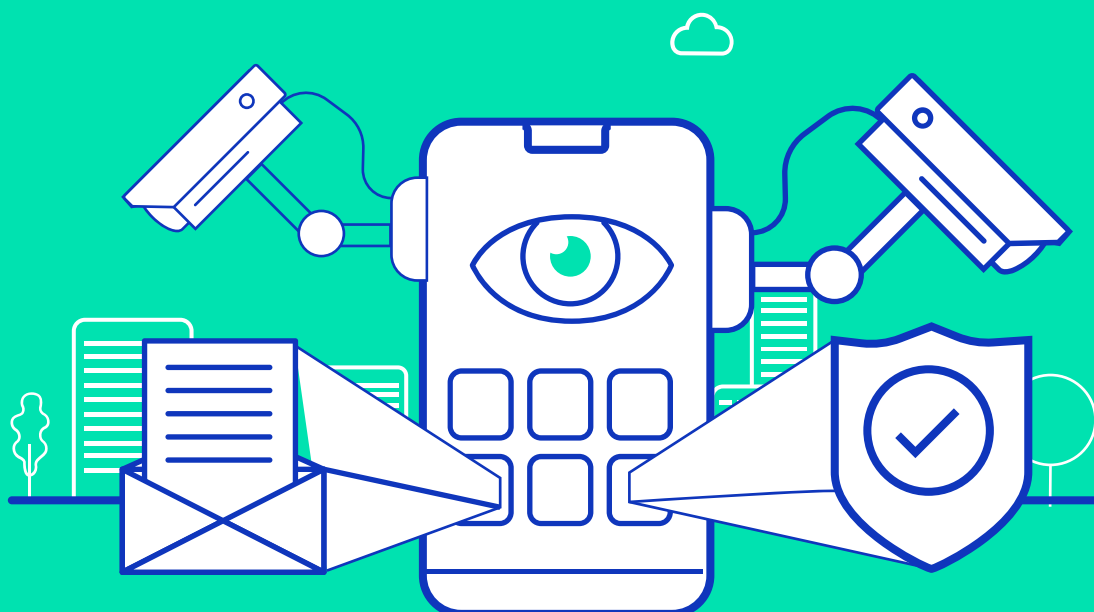
7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights of either party in existence prior to the date of this Agreement are and shall remain the exclusive property of the party owning them.
- 7.2 Subject to the Data Ownership provisions in the applicable Service Schedule(s), all Intellectual Property Rights created, brought into existence, or acquired, by Liftshare Group during the term of this Agreement arising out of or in connection with the performance of the Services, including all Intellectual Property Rights in the Platform and any associated Documentation and any Liftshare Member or Pending Liftshare Member data provided through the Platform, are and shall remain the exclusive property of Liftshare Group. The Customer acknowledges that it will not acquire any Intellectual Property Rights in the Platform and any associated Documentation and that it will have no rights in or to the Intellectual Property Rights in the Platform and any associated Documentation other than the right to use the Services in accordance with the licence granted in clause 7.3.
- 7.3 Liftshare Group hereby grants to Customer a non-transferable, non-exclusive, revocable, royalty-free licence (without any right to grant sub-licences) during the Term to use the Platform solely for the provision of the applicable Services. Further licences for the Platform are detailed in the applicable Service Schedule(s).
- 7.4 The Customer hereby grants Liftshare Group a non-transferable, non-exclusive, revocable, royalty-free licence (without any right to grant sub-licences) during the Term to use any materials provided to Liftshare Group pursuant to the Services.
- 7.5 The Customer shall not:
- 7.5.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
 - a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform and/or Documentation (as applicable) in any form or media or by any means; or
 - b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform;
 - 7.5.2 access all or any part of the Platform and Documentation in order to build a product or service which competes with the Services and/or the Documentation;
 - 7.5.3 use the Platform and/or Documentation to provide services to third parties;
 - 7.5.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform and/or Documentation available to any third party (unless otherwise permitted in a Service Schedule); or
 - 7.5.5 attempt to obtain, or assist third parties in obtaining, access to the Platform and/or Documentation, other than as permitted by this Agreement.
- 7.6 The Customer hereby permits Liftshare Group to use the Customer's name, trade marks and a description of the Services provided by Liftshare Group pursuant to this Agreement (which may include usage data and performance results relating to the Services) in any case study example described in Liftshare Group's marketing materials, business proposals and/or on Liftshare Group's website.
- 7.7 Each party hereby reserves all rights not expressly granted to the other party pursuant to this Agreement.



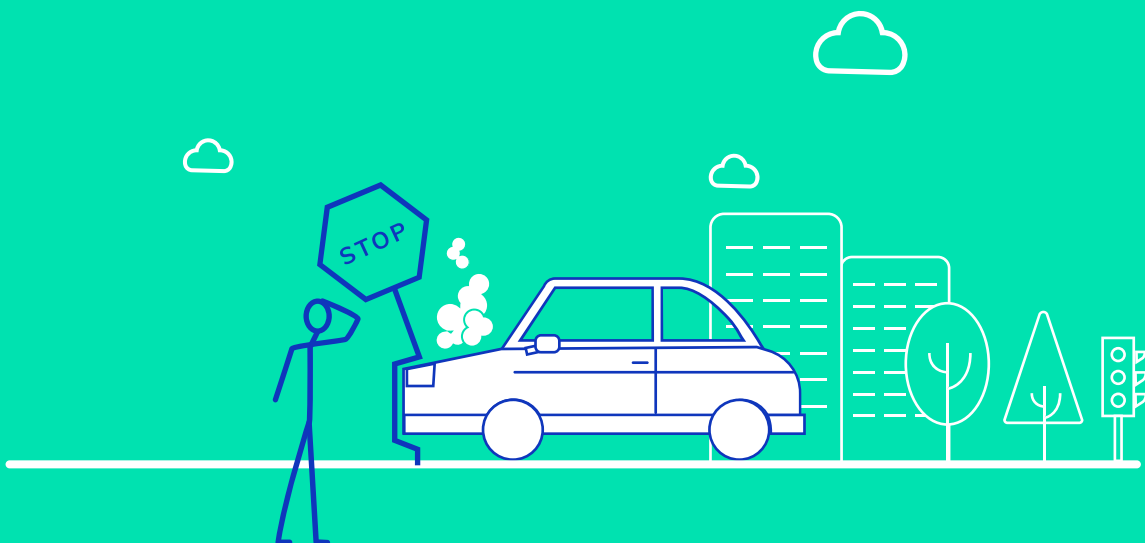
8 CONFIDENTIALITY AND DATA PROTECTION

- 8.1 A party ("**Receiving Party**") will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed (either orally, in writing or by demonstration) to the Receiving Party by the other party ("**Disclosing Party**") or its employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain ("**Confidential Information**").
- 8.2 In relation to any Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Disclosing Party and the Receiving Party agree:
- 8.2.1 to treat the Confidential Information in confidence and to use it only for the purpose of discharging the Receiving Party's obligations under this Agreement;
 - 8.2.2 not to disclose the Confidential Information to any third party without the express written permission of the Disclosing Party (except that the Receiving Party may disclose the Confidential Information to its officers, employees, consultants, agents and sub-contractors who need access to the Confidential Information in connection with discharging the Receiving Party's obligations under this Agreement and provided that such officers, employees, consultants, agents and sub-contractors are made aware of the confidential nature of the Confidential Information and are subject to confidentiality obligations at least as onerous as those set out in this Agreement); and
 - 8.2.3 to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.
- 8.3 Nothing in this Agreement will prevent the Receiving Party from using or disclosing any Confidential Information which:
- 8.3.1 is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party or any person or entity to whom it makes disclosure;
 - 8.3.2 the Receiving Party can show was: (i) in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or (ii) to have been independently developed by the Receiving Party without reference to the Confidential Information;
 - 8.3.3 the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use;
 - 8.3.4 is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
 - 8.3.5 is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, the Disclosing Party is given as much prior written notice as possible of such request.
- 8.4 Clauses 8.1-8.3 (inclusive) shall survive termination of this Agreement, however arising.
- 8.5 The parties agree to comply with their respective obligations under the data protection Appendix of the applicable Service Schedule(s) and all applicable Data Protection Laws.



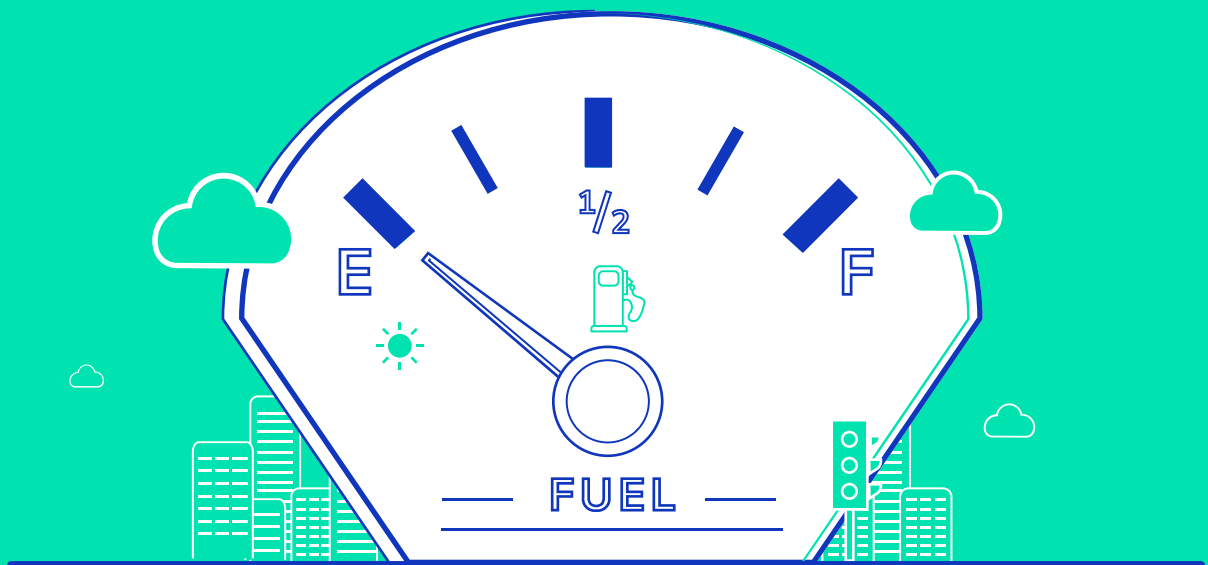
9 LIMITATION OF LIABILITY

- 9.1 The following provisions set out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other party in respect of:
- 9.1.1 any breach of this Agreement;
 - 9.1.2 any use made by Users of the Platform or the results of the Services; and
 - 9.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 9.2 Subject to clause 9.4, neither party shall be liable, whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation or otherwise for: loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 9.3 Subject to clauses 9.2 and 9.4, each party's total aggregate liability to the other party under this Agreement arising in connection with the performance or contemplated performance of this Agreement, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, shall be limited to the total Charges payable by the Customer to Liftshare Group during the first 12 months of the Services, as set out in the applicable Order.
- 9.4 Nothing in this Agreement limits or excludes either party's liability:
- 9.4.1 for death or personal injury caused by a party's negligence;
 - 9.4.2 for fraud or fraudulent misrepresentation;
 - 9.4.3 under any indemnity in this Agreement; or
 - 9.4.4 for any other liability that cannot lawfully be excluded or limited.
- 9.5 REFERRAL DISCLAIMER: Whilst Liftshare Group may make introductions and recommendations in relation to third party goods and service providers to the Customer from time to time, such recommendations are solely made on an 'as is' basis and the Customer is fully responsible for deciding whether to engage the third party provider. Liftshare Group will not be responsible or liable for any of the third party provider's actions or omissions.



10 TERMINATION

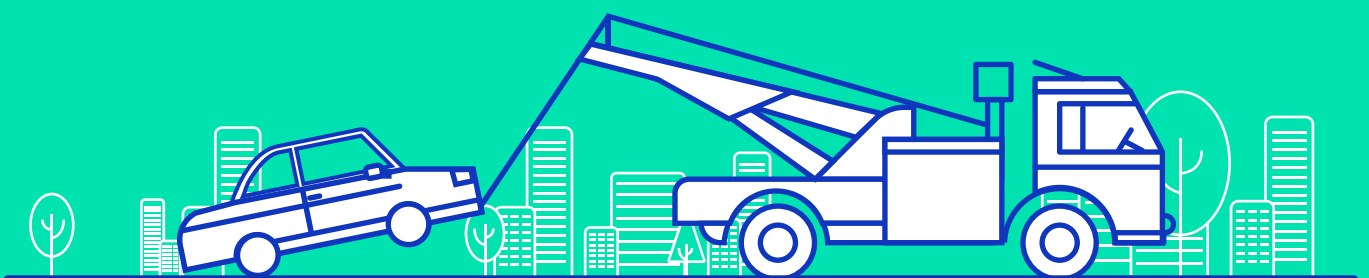
- 10.1 The Agreement shall commence on the Commencement Date and shall continue for the Initial Term. At the end of the Initial Term (and each Renewal Period) this Agreement shall automatically renew for a period of 12 months (each a "**Renewal Period**") unless and until terminated in accordance with its terms (collectively the "**Term**").
- 10.2 Either party shall have the right to terminate this Agreement by providing the other party with at least 30 days' written notice, such notice period shall take effect at the end of the Initial Term or the end of the then current Renewal Period (as applicable).
- 10.3 Without limiting any other rights or remedies, either party ("**Terminating Party**") may terminate this Agreement with immediate effect by providing written notice to the other party ("**Defaulting Party**") on or at any time after the occurrence of any of the events specified below:
- 10.3.1 a breach by the Defaulting Party of its obligations under this Agreement which (if the breach is capable of remedy) the Defaulting Party has failed to remedy within 10 Business Days after receipt of notice in writing from the Terminating Party requiring the Defaulting Party to do so; or
- 10.3.2 an event, including (or similar in nature to) the following:
- a) the Defaulting Party is unable to pay its debts as they fall due;
 - b) the Defaulting Party goes into liquidation either compulsorily (except for the purpose of reconstruction or amalgamation) or voluntarily;
 - c) a receiver is appointed in respect of the whole or any part of the Defaulting Party;
 - d) a provisional liquidator is appointed to the Defaulting Party or the Defaulting Party enters into a voluntary arrangement or any other composition or compromise with the majority by value of its creditors or has a winding-up order or passes a resolution for the voluntary winding-up or has an administrative receiver appointed or takes steps towards any such event; or
- 10.3.3 the Defaulting Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.



11 CONSEQUENCES OF TERMINATION

11.1 On termination of this Agreement for any reason:

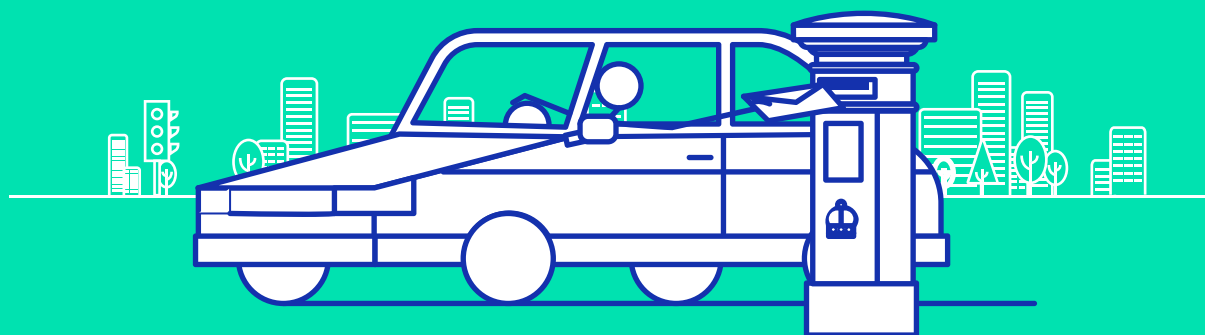
- 11.1.1 each party shall immediately cease using and shall return or destroy (at the other party's sole option) all materials in their possession that embody the other party's Intellectual Property Rights or Confidential Information that they do not have a licence to use beyond the term of this Agreement (as detailed in the applicable Service Schedule(s));
- 11.1.2 the Customer shall immediately pay to Liftshare Group all of Liftshare Group's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Liftshare Group shall submit an invoice, which shall be payable by Customer immediately on receipt;
- 11.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry; and
- 11.1.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.



Business Terms & Conditions

12 NOTICES

12.1 Any notice, consent, agreement or official communication under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by email to the other party's email address as set out in the applicable Order. A notice, consent, agreement or official communication delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 09.00 on the first Business Day following delivery). A correctly addressed notice, consent, agreement or official communication sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice, consent, agreement or official communication sent by email shall be deemed to have been received at the time of transmission provided that no message is received by the sender evidencing a delivery failure.



Business Terms & Conditions



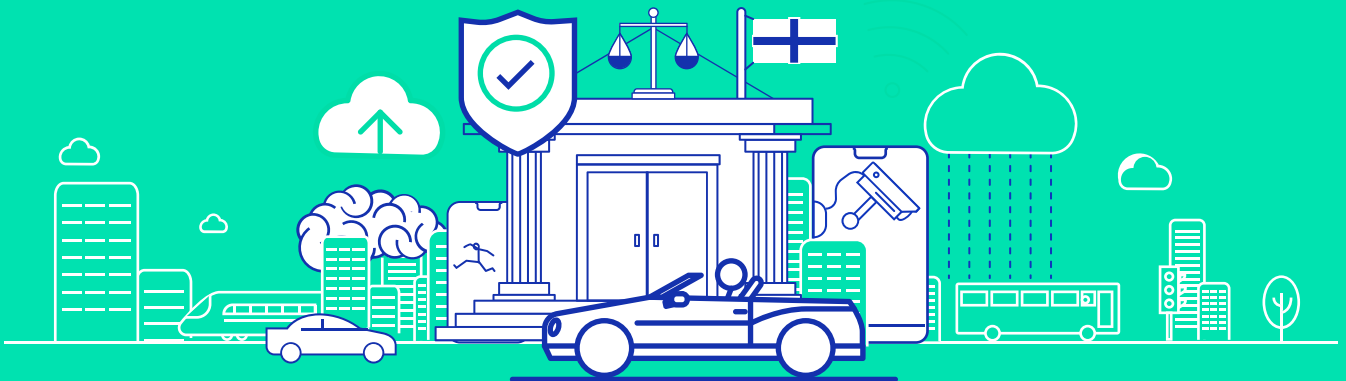
13 FORCE MAJEURE

13.1 Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances which could not reasonably be contemplated at the time of entering into this Agreement and which are beyond the parties' reasonable control (including, without limitation, strikes, lock-outs or other industrial disputes (involving the workforce of Liftshare Group), failure of a utility service or transport network, war, riot, pandemic, civil commotion, terrorism, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or sub-contractors). If a force majeure event continues for a period of 30 days or more, either party may terminate this Agreement immediately by providing the other party with written notice.



14 GENERAL

- 14.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 14.2 It may be necessary for us to update this Agreement and its terms from time to time in accordance with changes in the law, the Services or our business practices. If you continue to use the Services after we have informed you of any amendments or additional terms to the Agreement, you will be deemed to have accepted these changes and they will be incorporated into this Agreement.
- 14.3 Subject to clause 14.2, any variation of this Agreement shall be in writing and signed by or on behalf of the parties.
- 14.4 A person who is not a party to this Agreement shall not have any rights under or in connection with it, whether under the Contract (Rights of Third Parties) Act 1999 or otherwise. Notwithstanding that any term of this Agreement may be or become enforceable by a person who is not a party to it, the terms of this Agreement or any of them may be varied, amended or modified or this Agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any such third party.
- 14.5 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
- 14.6 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 14.7 The Customer shall not, without the prior written consent of Liftshare Group, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Liftshare Group may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 14.8 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.9 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



15 DEFINITIONS

15.1 In this Agreement, the following definitions apply:

"ACEL" a methodology enabling the Customer to calculate its 'Average Commuter Emissions Level' for its organisation. This methodology underpins certain Mobilityways Platform calculations;

"Administrator" means any employee, consultant, contractor, agent or personnel of Customer who has been granted access to the Platform in order to administer the creation of travel plans for recipients;

"Affiliates" means any company which is under common management control of, and of which more than 50% of the shares (or equivalent) are owned by: a party; a subsidiary of that party; its ultimate holding company; or any direct or indirectly owned subsidiary of such ultimate holding company (where "holding company" and "subsidiary" shall be as defined in section 1159 of the Companies Act 2006);

"Agreement" means the main body of this agreement, as well as its Schedules and each Order;

"Business Day" means each Monday to Friday, excluding any public holidays or bank holidays in England;

"Charges" means all fees payable under this Agreement, as detailed in the applicable Order;

"Data Discloser" means a party that provides Personal Data relating to a Data Subject to the other party;

"Data Protection Laws" means the Data Protection Act 2018, UK GDPR and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation, and to the extent applicable, the data protection or privacy laws of any other country;

"Data Receiver" means a party that receives Personal Data from the Data Discloser;

"Data Subject" means an identified or identifiable natural person;

"Documentation" any documents and materials made available to the Customer by Liftshare Group from time to time which sets out any specifications or user instructions for the Services;

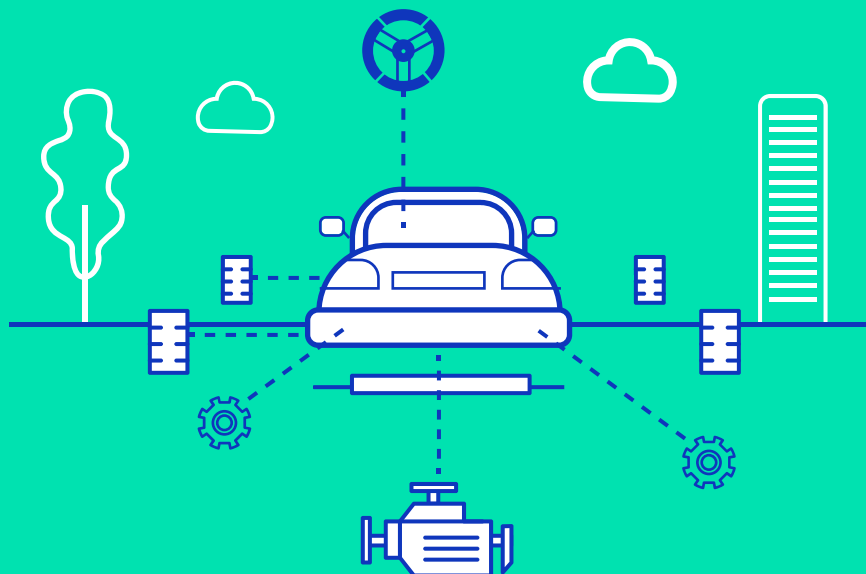
"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"Initial Term" means two years;

"Liftshare Member" means any employee, consultant, contractor, agent or personnel of Customer who has registered to use the Liftshare Platform in accordance with the relevant Liftshare Group Liftshare Member Terms and Conditions;

"Liftshare Member Terms and Conditions" means the relevant terms and conditions applying to the access to and use of the Liftshare Platform by any Administrator, Liftshare Member and/or Pending Liftshare Member;

"Liftshare Platform" means the Website (as detailed in the relevant Order) to be accessed by Pending Liftshare Members and Liftshare Members for the provision of the Liftshare Services;



"Liftshare Services" means all services provided to the Customer, including journey matching services via the Liftshare Platform;

"Mobilityways Platform" means the Website (as detailed in the relevant Order) to be accessed by the Customer and its Administrators for the provision of the Mobilityways Services to Mobilityways Recipients;

"Mobilityways Recipient" means any employee, consultant, contractor, agent or personnel of Customer who has received ANY Mobilityways Services;

"Mobilityways Services" means all the provision of travel surveys, ACEL reports, personal travel plans and scoping smart mobility via the Mobilityways Platform;

"Order" means a document (which may be in the form of a quotation) setting out the details of the Services and the Charges;

"Pending Liftshare Member" means an individual whom Liftshare Group will be processing Personal Data in relation to before the individual becomes a Liftshare Member. Such processing will include the Pending Liftshare Member's name, email address and postcode due to the individual's employer having paid for the individual's account pursuant to a potential travel scheme;

"Personal Data" means any information relating to a Data Subject, in particular where the Data Subject can be identified, directly or indirectly by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"Platform" means the Mobilityways Platform (where the Customer is receiving Mobilityways Services) and/or the Liftshare Platform (where the Customer is receiving Liftshare Services);

"Processing" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

"Purpose" means the determination of the Processing of Personal Data, as agreed by the parties in writing;

"Sensitive Personal Data" is any Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the Processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation;

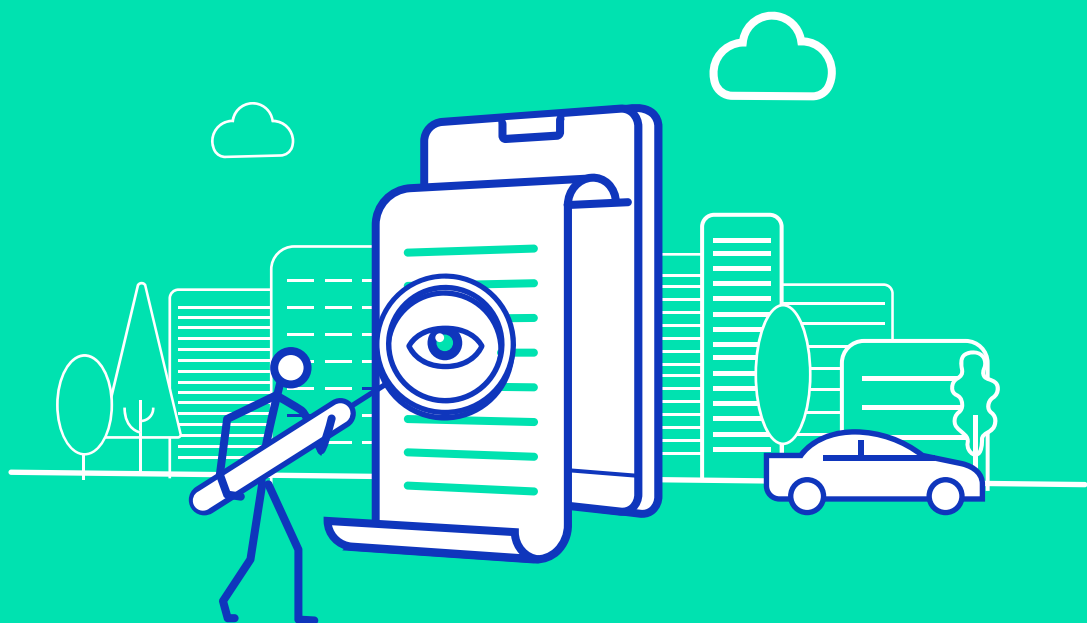
"Services" means the Services to be provided by Liftshare Group under this Agreement, as detailed in the applicable Order;

"Service Schedule" means the set of specific terms that apply to a Service, meaning Schedule 1 for Mobilityways Services and Schedule 2 for Liftshare Services;

"Shared Personal Data" means any Personal Data provided by the Data Discloser to the Data Receiver;

"Website" means the Internet website or mobile application operated by Liftshare Group, with the URL www.liftshare.com and/or mobilityways.co.uk (as applicable); and

"User" means the Customer, Administrators, Mobilityways Recipients, Liftshare Members and/or Pending Liftshare Members that use the Platform.



Business Terms & Conditions



SCHEDULE 1: MOBILITYWAYS SPECIFIC TERMS

1. SUPPLY OF MOBILITYWAYS SERVICES

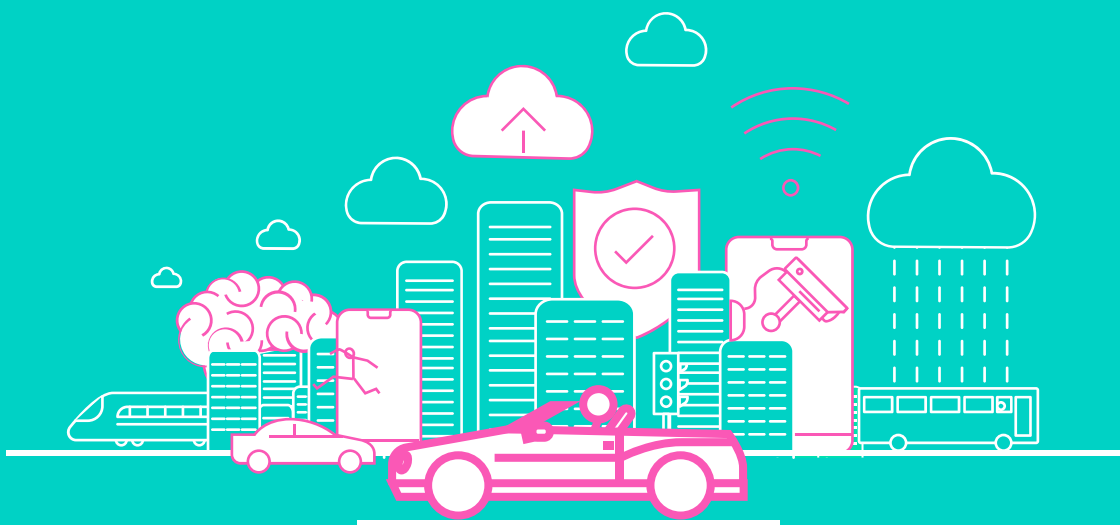
- 1.1. Liftshare Group acknowledges that the Mobilityways Services are being provided to Customer in order to enable the Customer to evidence, track, plan and change their commuter emissions.
- 1.2. Liftshare Group shall provide Customer with such assistance as it reasonably requires in respect of the provision of the Mobilityways Services to enable the Customer to meet the objectives set out in paragraph 1.1 above, but the Customer acknowledges that Liftshare Group cannot guarantee the Customer's attainment of such objectives.

2. CUSTOMER OBLIGATIONS

- 2.1. The Customer is solely responsible for using the Mobilityways Platform in a reasonable and lawful manner. The Customer undertakes not to use the Mobilityways Platform for any unlawful purpose, including without limitation, issuing any communications to Mobilityways Recipients which are not reasonably related to the Mobilityways Services. The Customer will indemnify and keep Liftshare Group and its Affiliates indemnified against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Liftshare Group and/or its Affiliates arising out of or in connection with any claims or fines in relation to a breach of this paragraph 2.1.

3. MOBILITYWAYS SERVICE USAGE

- 3.1. The Customer acknowledges and agrees that personal travel plans ("PTPs") are limited to fair use only. Consequently, the Customer will ensure that a maximum of two PTPs are made available to each Mobilityways Recipient per year (unless otherwise agreed in writing with Liftshare Group).
- 3.2. The Mobilityways fees in the applicable Order are based on a price per employee / contractor for the number of persons agreed with Liftshare Group in an Order ("**Licensed Employees**"). The Customer agrees that it will not provide PTPs or Mobilityways surveys to any person who is not a Licensed Employee. In the event that the Customer uses the Mobilityways Services for any person who is not a Licensed Employee, Liftshare Group reserves the right to charge the Customer a multiple of two times the applicable Licensed Employee fees for the relevant Mobilityways Services.

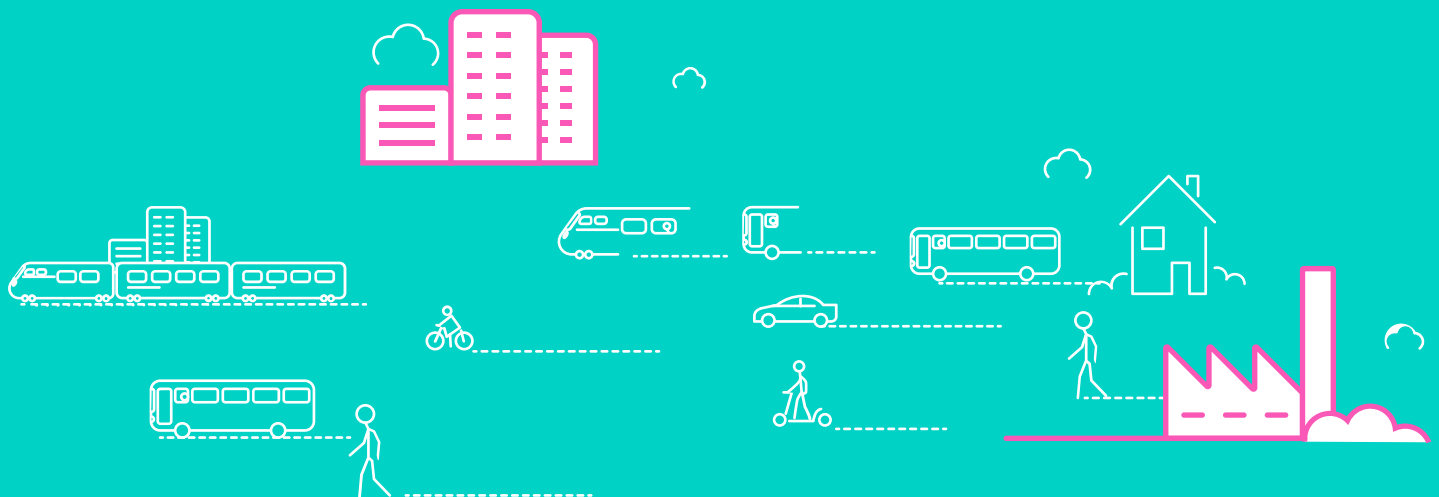


4. MOBILITYWAYS SERVICE LICENCES

- 4.1. The parties agree that the Customer owns all data provided by the Customer for the Mobilityways Services and any data generated by the Mobilityways Platform, including any Mobilityways Recipients' generated information (collectively the "**Mobilityways Data**").
- 4.2. The Customer hereby grants Liftshare Group a non-exclusive, royalty-free licence, transferable, perpetual, irrevocable, worldwide licence to use the Mobilityways Data, provided that it is anonymised to remove any personally identifiable data.
- 4.3. The Customer may export the Mobilityways Data from the Mobilityways Platform at any time during the Term and for a period of 14 days following the effective date of termination of this Agreement.

5. DATA PROCESSING

- 5.1. The parties agree that Schedule 1, Appendix 1 (Data Processing Terms) will apply and will be automatically incorporated into this Agreement where Liftshare Group acts as a data processor on behalf of the Customer in relation to the following Services:
 - 5.1.1. Mobilityways products (including: ACEL and PTPs);
 - 5.1.2. travel surveys; and
 - 5.1.3. scoping smart mobility.



SCHEDULE 1 – APPENDIX 1: DATA PROCESSING TERMS

1. GENERAL OBLIGATIONS

- 1.1. The parties agree to ensure that in the performance of its obligations under this Schedule 1, Appendix 1 it will comply with all applicable Data Protection Laws.
- 1.2. The Customer shall be the 'Data Controller' under this Schedule 1, Appendix 1 and Liftshare Group shall be the 'Data Processor'.

2. DATA CONTROLLER OBLIGATIONS

- 2.1. The Customer warrants that the Personal Data is Processed for legitimate and objective purposes and that the Customer is not Processing more Personal Data than required for fulfilling such purposes.
- 2.2. The Customer is responsible for ensuring that a valid legal basis for Processing exists at the time of transferring the Personal Data to Liftshare Group, including that any consent of the relevant Data Subjects is given explicitly, voluntarily, unambiguously and on an informed basis. Upon Liftshare Group's request, the Customer undertakes, in writing, to account for and/or provide documentation of the basis for Processing.
- 2.3. The Customer undertakes that it will notify Liftshare Group reasonably in advance before providing it with access to any Sensitive Personal Data.
- 2.4. The Customer must provide Liftshare Group with a document setting out:
 - 2.4.1. the subject matter and duration of any Processing to be undertaken by Liftshare Group;
 - 2.4.2. the nature and purpose of the Processing; and
 - 2.4.3. the type of Personal Data and the categories of Data Subject relevant to this Schedule 1, Appendix 1, and the parties agree that the Purpose Description at Schedule 1, Appendix 2 will be the default position.
- 2.5. The Customer acknowledges and agrees that it is responsible for adequately addressing the use of cookies and data protection obligations in its client terms & conditions and policies. As Liftshare Group does not have any control over the Customer's data protection notices, policies and terms & conditions, the Customer will indemnify and keep Liftshare Group indemnified against all losses, costs, and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Liftshare Group arising out of or in connection with any claim in respect of:
 - 2.5.1. a breach of this paragraph 2;
 - 2.5.2. any liability arising whatsoever in respect of the cookies on, or the capture of Personal Data through, the Customer's website(s); and
 - 2.5.3. the consent of Data Subjects for the exportation of any Personal Data outside of the United Kingdom and/or the European Economic Area by Liftshare Group under paragraph 6.
- 2.6. Notwithstanding anything stated otherwise in the Agreement, paragraph 2.5 shall not be subject to any limitation of liability or exclusion of liability. Paragraph 2.5 and this paragraph 2.6 shall survive the termination of this Schedule 1, Appendix 1 howsoever caused.
- 2.7. Nothing in this Schedule 1, Appendix 1 shall relieve the Customer of its own direct responsibilities and liabilities under Data Protection Laws.



3. DATA PROCESSOR OBLIGATIONS

- 3.1. Liftshare Group acknowledges and agrees that where it Processes Personal Data for the Customer it will be the Data Processor under this Schedule 1, Appendix 1 and that it shall:
 - 3.1.1. keep all Personal Data it receives, stores and collects from the Customer strictly confidential (subject to any confidentiality provisions in the Agreement). Liftshare Group must not disclose any Personal Data to any third party without the express written permission of the Customer, except that it may disclose the Personal Data to its employees, agents and sub-contractors ("**Representatives**") who need access to the Personal Data strictly in connection with discharging its obligations under this Schedule 1, Appendix 1 or the Agreement and provided that such Representatives are made aware of the confidential nature of the Personal Data and are expressly bound by adequate confidentiality obligations;
 - 3.1.2. not use the Personal Data for any purpose other than to perform its obligations under this Agreement;
 - 3.1.3. ensure that all Personal Data it receives, stores and collects from the Customer is Processed in accordance with this Schedule 1, Appendix 1 or as otherwise instructed in writing from time to time by the Customer. Liftshare Group shall not Process the Personal Data for any other purpose, unless required by law to which Liftshare Group is subject, in which case Liftshare Group shall to the extent permitted by law inform the Customer of that legal requirement prior to responding to the request;
 - 3.1.4. assist the Customer with any Data Subject access request (or purported Data Subject access request) at the Customer's cost;
 - 3.1.5. where it is reasonably practicable and technically possible to do so, promptly carry out any written request requiring Liftshare Group to amend, transfer or delete the Personal Data or any part of the Personal Data made by the Customer during this Schedule 1, Appendix 1 at the Customer's cost;
 - 3.1.6. notify the Customer without undue delay or in any case within 48 hours upon Liftshare Group or any sub-processor becoming aware of a breach affecting Personal data and at this time providing the Customer with all sufficient information required to meet any obligation to notify the relevant data protection authority or inform affected individuals under applicable Data Protection Laws; and
 - 3.1.7. upon the Customer's request, provide reasonable supporting documentation regarding its compliance with this Schedule 1, Appendix 1.

4. SECURITY

- 4.1. Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purpose of Processing as well as the varying risks to rights and freedoms of natural persons, the parties warrant that for the duration of this Schedule 1, Appendix 1 they will implement administrative, technical and physical safeguards reasonably appropriate to ensure the security and confidentiality, and protect against the unauthorised or accidental destruction, loss, alteration, use, or disclosure, of Personal Data and other records and information of clients or employees and to protect against anticipated threats or hazards to the integrity of such information and records.

5. SUB-PROCESSING

- 5.1. Liftshare Group must obtain the Customer's prior written consent before disclosing any Personal Data to any Liftshare Group Affiliates or any third party appointed to Process Personal Data on behalf of Liftshare Group (sub-processors) related to this Schedule 1, Appendix 1. The parties agree that each of the sub-processors detailed in Annex 1 (as updated from time to time) are deemed to be approved under this paragraph by the Customer.
- 5.2. Prior to disclosing any Personal Data to any Liftshare Group Affiliates or to a sub-processor, Liftshare Group must have in place with such third party a written agreement which addresses data protection.
- 5.3. Liftshare Group will remain directly accountable and liable to the Customer for the acts and omissions of any sub-processors at all times.

6. DATA TRANSFERS

6.1. Liftshare Group agrees not to transfer any Personal Data to a country or territory outside the United Kingdom and/or the European Economic Area without the Customer’s prior written consent. The Customer hereby agrees that such transfers are authorised in advance under this Schedule 1, Appendix 1 provided that the Personal Data is subject to an adequate level of protection in accordance with Data Protection Laws.

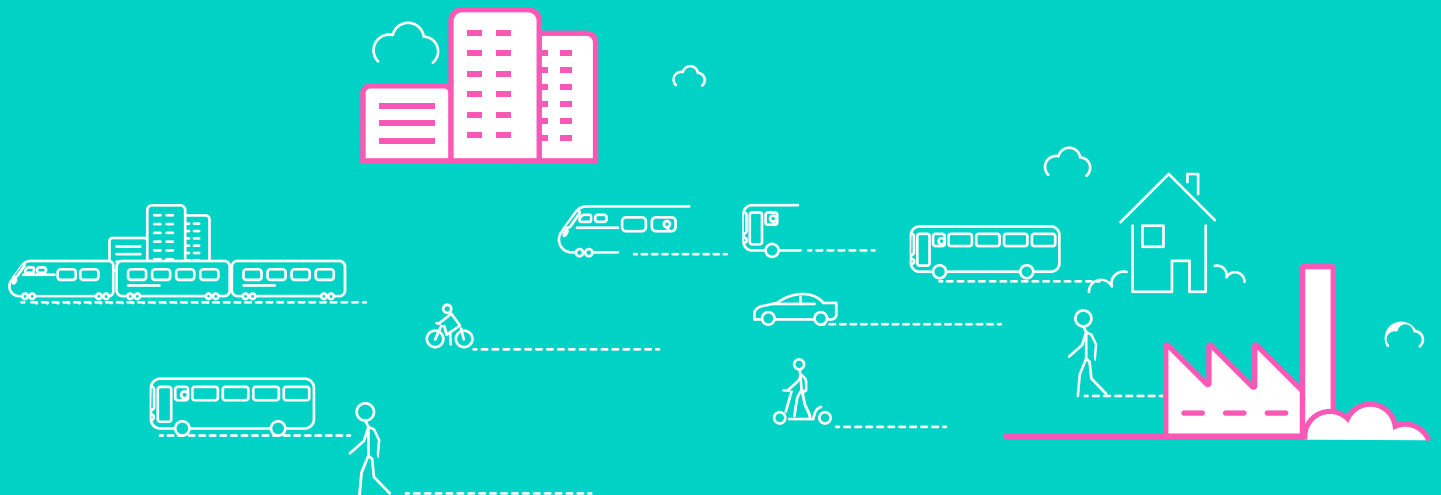
7. TERM AND TERMINATION

- 7.1. This Schedule 1, Appendix 1 shall cease to apply when Liftshare Group ceases to process Personal Data on behalf of the Customer as a data processor.
- 7.2. Upon the termination or expiry of this Schedule 1, Appendix 1 for any reason, Liftshare Group shall return all Personal Data to the Customer as requested by the Customer in writing, provided that this shall not prevent Liftshare Group from retaining a copy to meet its legal or regulatory obligations.
- 7.3. Notwithstanding paragraph 8.2, the Customer agrees that Liftshare Group may retain and freely use aggregated and anonymised data for from the Services listed at paragraph 8.2 for its commercial purposes on the basis that it will no longer constitute Personal Data.

ANNEX 1: APPROVED SUB-PROCESSORS

The following entities are hereby deemed to be approved sub-processors for the purposes of this Agreement:

Company Name	Company No.
Microsoft Azure (Microsoft Corporation)	01624297
Google	03977902



ANNEX 2: PURPOSE DESCRIPTION

1. The parties will agree the Purpose of the Processing of Personal Data in this Schedule 1, Appendix 1 in good faith.
2. The parties shall in good faith seek to agree to implement a process whereby the below table will be made available to Data Subjects and the circumstances where this will be provided.
3. The parties agree to review and update the below table in good faith as reasonably required from time to time.

Purpose Description	Details
Subject matter of the Processing	The provision of Mobilityways Services relating to travel surveys, ACEL reports, personal travel plans and/or scoping smart mobility via the Mobilityways Platform.
What date will sharing commence	At the commencement of the provision of Mobilityways Services.
Categories of Data Subject	Customer employees including officers, volunteers, contractors agents and temporary workers.
Type of Personal Data (what categories are being shared)	Name, address, email, journey details, vehicle registration.
Is there any sensitive/special categories of Personal Data being shared	N/A
Lawful grounds for sharing (if using consent, has it been collected and recorded correctly)	Legitimate Interests.
Duration of the Processing	The duration of this Agreement.
Data Retention Period	A period of 24 months in accordance with the Liftshare Group Data Retention Policy.



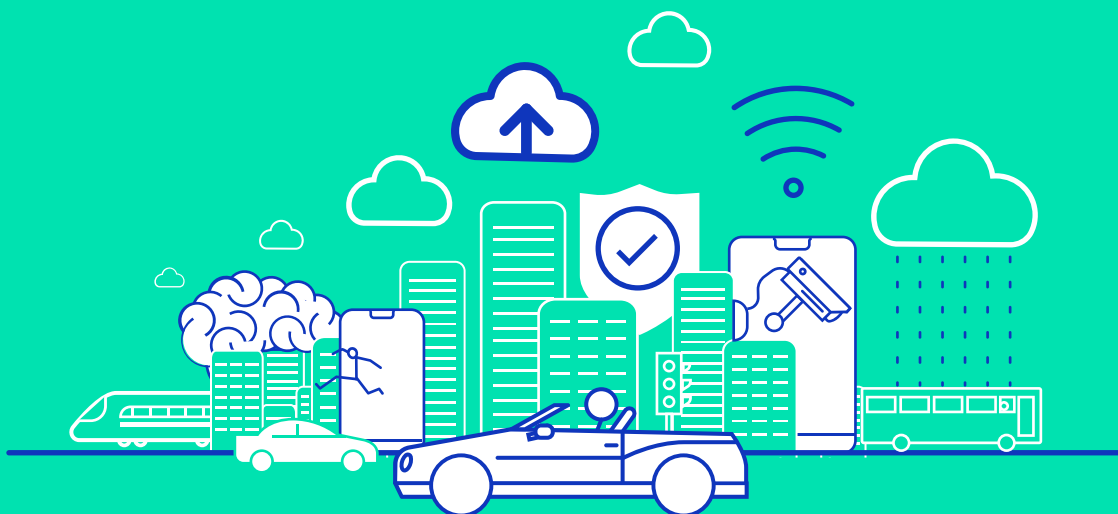
SCHEDULE 2: LIFTSHARE SPECIFIC TERMS

1. SUPPLY OF LIFTSHARE SERVICES

- 1.1. Liftshare Group acknowledges that the Liftshare Services are being provided to Customer in order to enable the Customer to meet the following objectives:
 - 1.1.1. reduce local congestion;
 - 1.1.2. provide greater accessibility to the Customer's premises;
 - 1.1.3. meet the Customer's environmental objectives;
 - 1.1.4. to meet the Customer's legal planning obligations; and
 - 1.1.5. other objectives as agreed in the applicable Order.
- 1.2. Liftshare Group shall provide Customer with such assistance as it reasonably requires in respect of the provision of the Liftshare Services to enable the Customer to meet the objectives set out in paragraph 1.1 above, but the Customer acknowledges that Liftshare Group cannot guarantee the Customer's attainment of such objectives.
- 1.3. Liftshare Group shall provide the Customer with any marketing services, as detailed in the applicable Order. All marketing material relating to the Customer or embodying any Intellectual Property Rights of the Customer shall be subject to the prior written approval of the Customer.
- 1.4. Liftshare Group shall notify each Liftshare Member or Pending Liftshare Member (if any), through the Liftshare Platform, that the Liftshare Member / Pending Liftshare Member's use of the Liftshare Platform is governed by the Liftshare Member Terms and Conditions between Liftshare Group and that Liftshare Member / Pending Liftshare Member.
- 1.5. Each party shall appoint a service manager and an Administrator (who may, for the avoidance of doubt, be the same person) in respect of the Services and shall use reasonable endeavours to ensure that the same person acts as its service manager throughout the Term. Either party may replace its service manager from time to time where reasonably necessary upon notice in writing to the other party.

2. CUSTOMER OBLIGATIONS

- 2.1. The Customer agrees to provide Liftshare Group, its employees, agents, consultants and subcontractors, with access to Customer's premises, office accommodation and other facilities as reasonably required by Liftshare Group in connection with the Liftshare Services.
- 2.2. The Customer is solely responsible for using the Liftshare Platform in a reasonable and lawful manner. The Customer undertakes not to use the Liftshare Platform for any unlawful purpose, including without limitation, issuing any communications to Pending Liftshare Members and Liftshare Members which are not reasonably related to the Liftshare Services. The Customer will indemnify and keep Liftshare Group and its Affiliates indemnified against all losses, costs and liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Liftshare Group and/or its Affiliates arising out of or in connection with any claims or fines in relation to a breach of this paragraph 2.2.



3. LIFTSHARE SERVICE LICENCES

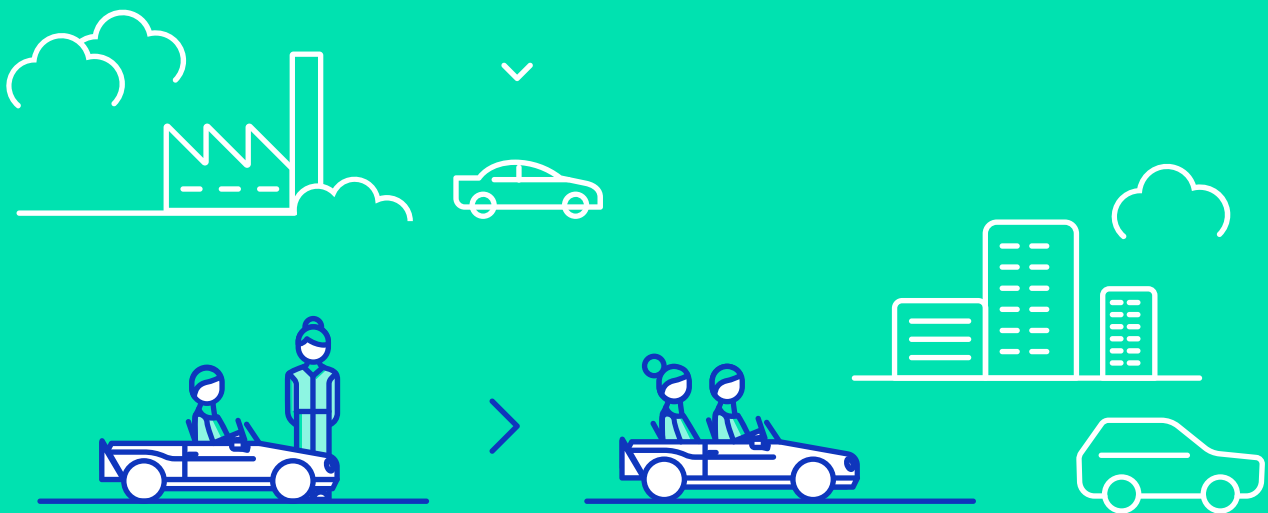
- 3.1. The parties agree that Liftshare owns all data inputted by Pending Liftshare Members and Liftshare Members into the Liftshare Platform and any data generated by, or processed through, the Liftshare Platform (collectively the “**Liftshare Data**”).
- 3.2. Liftshare hereby grants the Customer a non-exclusive, royalty-free, non-transferrable, non-sublicensable, revocable licence in the United Kingdom to use the Liftshare Data (excluding any Liftshare Member generated data) during the Term of this Agreement in connection with its use of the Liftshare Services and for its reasonable internal business purposes. For the avoidance of doubt, the Customer will not have any access to, or right to use, any Liftshare Member generated data.
- 3.3. Liftshare Group hereby grants to Customer a non-exclusive, royalty-free, non-transferrable, non-sublicensable, revocable licence in the United Kingdom during the Term to use the Liftshare Platform, and to make the Liftshare Platform available to Pending Liftshare Members, Liftshare Members and Administrators (as applicable), subject to the terms and conditions of this Agreement.
- 3.4. The Customer has the right to export a list of Liftshare Members within its organisation from the Liftshare Platform at any time during the Term.

4. DATA SHARING

- 4.1. Upon a Customer representative or a Pending Liftshare Member becoming a Liftshare Member, Liftshare Group and the Customer will become joint data controllers in relation to the Liftshare Members’ Personal Data. Consequently, the parties agree that Schedule 2, Appendix 1 (Data Sharing Terms) will apply and will be automatically incorporated into this Agreement to govern this data sharing activity.

5. DISCLAIMER

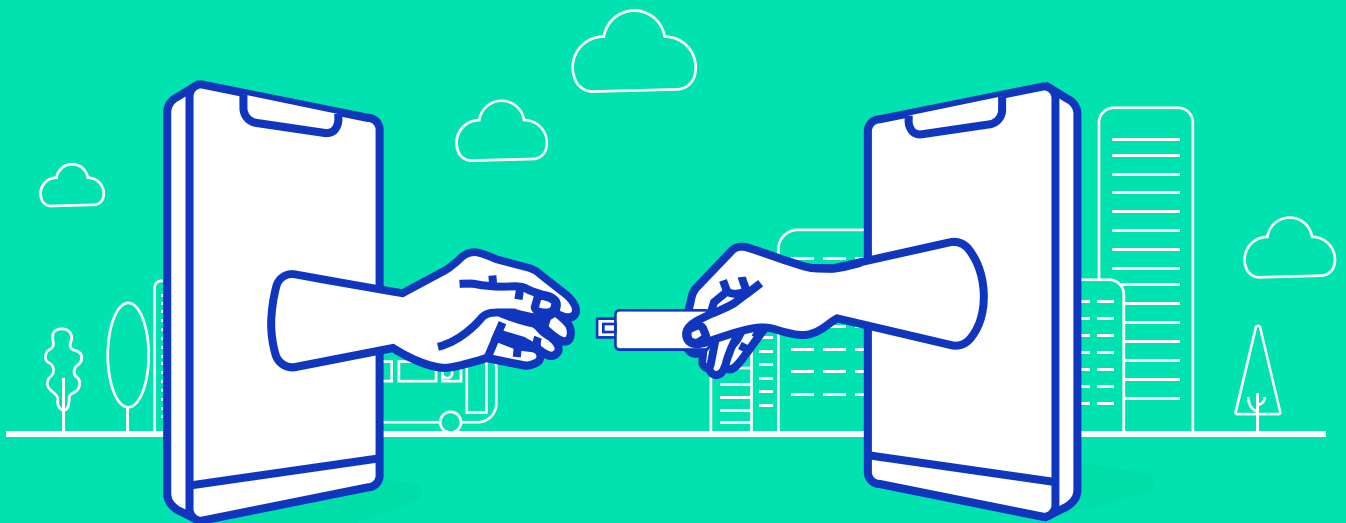
- 5.1. Liftshare Group provides guidance on its website for Liftshare Members / Pending Liftshare Members to review in order for Liftshare Members / Pending Liftshare Members to use the Liftshare Services in a safe manner. The Customer acknowledges and agrees that Liftshare Group will not be liable for responsible for any loss or damage arising from accidents or incidents suffered by Liftshare Members / Pending Liftshare Members using the Liftshare Services.



SCHEDULE 2 – APPENDIX 1: DATA SHARING TERMS

1. GENERAL OBLIGATIONS

- 1.1. The parties must ensure that in the performance of their obligations under the Agreement they will at all times comply with all applicable Data Protection Laws and any other applicable privacy laws and regulations.
- 1.2. The parties acknowledge that where they jointly determine the purposes and means of Processing Personal Data, they shall be joint controllers under applicable Data Protection Laws.
- 1.3. The parties agree to detail the Purpose of the Processing of Shared Personal Data in good faith and that Annex 1 of this Schedule 2, Appendix 1 will apply as the default position.
- 1.4. The parties agree that they will notify the other party reasonably in advance before providing it with access to any Sensitive Personal Data.
- 1.5. Each party warrants that if required by law, it has a valid registration with its national data protection authority which, by the time that the data sharing is expected to commence, covers the intended data sharing pursuant to the Agreement, unless an exemption applies.
- 1.6. The parties agree that the Shared Personal Data will be adequate and not irrelevant or excessive with regard to the Purpose.
- 1.7. Each party shall ensure that it processes Shared Personal Data on the basis of one or more of legal grounds available under applicable Data Protection Laws.
- 1.8. The Data Discloser shall, in respect of Shared Personal Data, ensure that its privacy notices are legally compliant, clear and provide sufficient information to the Data Subjects for them to understand what of their Personal Data the Data Discloser is sharing with the Data Receiver, the circumstances in which it will be shared, the purposes for the data sharing and either the identity of the Data Receiver or a description of the type of organisation that will receive the Personal Data. This includes giving notice that, on the termination of the relationship with the Data Subject, Personal Data relating to them may be retained by or, as the case may be, transferred to the Data Receiver, their successors and assignees.
- 1.9. The Data Receiver agrees to inform the Data Subjects, in accordance with applicable Data Protection Laws, of the purposes for which it will process their Personal Data and provide all of the information that it must provide, in accordance with applicable Data Protection Laws, to ensure that the Data Subjects understand how their Personal Data will be processed by the Data Receiver.
- 1.10. Upon disclosing any Shared Personal Data to the Data Receiver, the Data Discloser warrants that to the best of its knowledge, the Shared Personal Data is accurate and up to date.
- 1.11. The parties will each designate (and notify the other party of) an individual within their organisations (“**Representative**”) who will be responsible for:
 - 1.11.1. working with the other party’s Representative to reach an agreement with regards to any issues arising from the Shared Personal Data and to actively improve the effectiveness of the data sharing initiative; and
 - 1.11.2. communicating all relevant information under this Schedule 2, Appendix 1 to the applicable Data Subjects.



Business Terms & Conditions

- 1.12. Each party warrants that for the duration of the Agreement that it will implement administrative, technical and physical safeguards sufficient to ensure the security and confidentiality, and protect against the unauthorised or accidental destruction, loss, alteration, use, or disclosure, of Shared Personal Data and other records and information of Data Subjects and to protect against anticipated threats or hazards to the integrity of such information and records. This may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
- 1.13. Upon the Data Discloser's request, the Data Receiver must promptly provide the Data Discloser with sufficient information to be able to ensure that the Data Receiver has taken the necessary security measures under paragraph 1.12.

2. DATA RECEIVER OBLIGATIONS

- 2.1. The Data Receiver acknowledges and agrees that where it Processes Shared Personal Data relating to Data Subjects under the Agreement it shall:
 - 2.1.1. ensure that all Personal Data it receives, stores and collects is Processed in accordance with this Schedule 2, Appendix 1 and the Purpose;
 - 2.1.2. promptly carry out any written request from the Data Discloser requiring the Data Receiver to amend, transfer or delete the Personal Data or any part of the Personal Data;
 - 2.1.3. maintain complete and accurate records of its Processing activities and provide these to the Data Discloser promptly upon request;
 - 2.1.4. where required by Data Protection Laws, appoint a Data Protection Officer and provide their contact details to the Data Discloser;
 - 2.1.5. not use the Personal Data in any manner other than for the Purpose;
 - 2.1.6. not retain any Personal Data for any longer than is necessary for the Purpose;
 - 2.1.7. not make any changes to its security measures that would increase the risk of unauthorised access to, use of, or disclosure of, the Personal Data;
 - 2.1.8. ensure that:
 - 2.1.8.1. its employees and agents will be required, as a condition of employment or retention, to protect all Personal Data in the Data Receiver's possession or otherwise acquired by or accessible to the Data Receiver;
 - 2.1.8.2. its employees and agents who will be provided access to, or otherwise come into contact with, Personal Data, will receive appropriate training relating to the protection of Personal Data;
 - 2.1.8.3. it will maintain appropriate access controls, including, but not limited to, limiting access to Personal Data to the minimum number of the Data Receiver's employees and agents who require such access for the Purpose; and
 - 2.1.8.4. it will impose appropriate disciplinary measures for violations of its information security policies and procedures;
 - 2.1.9. not disclose Personal Data unless it is authorised under this Schedule 2, Appendix 1 and immediately notify the Data Discloser where it becomes aware that a disclosure of Personal Data may be required by law. The Data Discloser may, at its own expense, exercise such rights as it may have under law to prevent or limit such disclosure; and
 - 2.1.10. cooperate and liaise with the relevant supervisory authority for applicable Data Protection Laws (which is the Information Commissioners Office in the UK).

3. BREACH NOTIFICATION

- 3.1. The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Data Security breach in an expeditious and compliant manner.
- 3.2. Each party ("**Breached Party**") agrees to notify the other party whenever it reasonably believes that any Shared Personal Data, or information or other material that can be used to access Shared Personal Data, in any form or on any media, may have been accessed, acquired, modified, used, or disclosed by any unauthorised person, by any person in an unauthorised manner, or for an unauthorised purpose ("**Breach**").
- 3.3. The Breached Party shall provide this notice to the other party immediately, which in no event shall be longer than 24 hours after having reason to believe that a Breach may have occurred.

- 3.4. After providing such notice, the Breached Party will investigate the Breach, take all necessary steps to eliminate or contain the exposures that led to such Breach, and keep the other party advised of the status of such Breach and all matters related thereto. The Breached Party further agrees to provide all reasonable assistance requested by the other party in the furtherance of any investigation, correction, and/or remediation of any such Breach, including, but not limited to, providing any notification that the other party may determine appropriate to send to individuals impacted or potentially impacted and/or providing any credit monitoring or identity protection services that the other party deems appropriate to provide.
- 3.5. Unless otherwise required by Data Protection Laws, prior to giving notice to any regulatory authority, any individual, or any third party of any actual or potential Breach, the Breached Party will consult with the other party.

4. SUB-PROCESSING

- 4.1. The Data Receiver must take reasonable steps to select and retain sub-processors who maintain appropriate security measures to protect the Personal Data in a consistent manner to the Agreement and applicable Data Protection Laws.
- 4.2. Prior to disclosing any Shared Personal Data to any Data Receiver Affiliates or to a sub-processor, the Data Receiver must have in place with such third party a written agreement that includes materially similar obligations as those in this Schedule 2, Appendix 1, to the extent commercially practicable.
- 4.3. The Data Receiver will remain directly accountable and liable to the Data Discloser for the acts and omissions of any sub-processor at all times.

5. ASSISTANCE

- 5.1. It is acknowledged that either party may receive:
 - 5.1.1. a subject access request (or purported subject access request);
 - 5.1.2. a request to rectify, block, port or erase any Personal Data;
 - 5.1.3. other requests, complaints or communications relating to either party's obligations under Data Protection Laws;
 - 5.1.4. any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Agreement; or
 - 5.1.5. a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by law.
- 5.2. The parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with any notice or request for information request under paragraph 5.1, including promptly providing the other party:
 - 5.2.1. with full details and copies of the complaint, communication or request;
 - 5.2.2. with such assistance as is reasonably requested by the other party to comply with a Data Subject access request within the relevant timescales set out in Data Protection Laws;
 - 5.2.3. at its request, with any Personal Data it holds in relation to a Data Subject; and
 - 5.2.4. with assistance as requested by the other party with respect to any request from the Information Commissioner's Office, or any consultation by the other party with the Information Commissioner's Office.
- 5.3. The party's Representatives are responsible for maintaining a record of any notices or requests for information under paragraph 5.1, the decisions made and any information that was exchanged. Records must include copies of the notice or request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.
- 5.4. Upon request, each party shall provide the other party with reasonably requested information within a reasonable timeframe to demonstrate its compliance with this Schedule 2, Appendix 1.

6. DATA TRANSFERS

- 6.1. The Data Receiver agrees not to transmit any data or information to a country or territory outside the United Kingdom and/or European Economic Area unless it can ensure that the following conditions are fulfilled:
 - 6.1.1. the Data Receiver has provided appropriate safeguards under Data Protection Laws in relation to the transfer;
 - 6.1.2. Data Subjects have enforceable rights and effective legal remedies; and
 - 6.1.3. the Data Receiver complies with its obligations under Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Discloser in meeting its obligations).
- 6.2. At the Data Discloser's request, the Data Receiver and any Data Receiver Affiliates will enter into a written agreement that includes obligations that are at least as broad in scope and as restrictive as those in this Agreement with the Data Discloser that incorporates a suitable international data transfer agreement to allow Personal Data to be transferred by the Data Discloser to the Data Receiver and Data Receiver Affiliates.

7. DATA AUDITS

- 7.1. Upon the Data Discloser's request, the Data Receiver will provide reasonable supporting documentation regarding its data safeguards as well as business continuity and recovery facilities, resources, plans, and procedures.
- 7.2. Upon reasonable notice to the Data Receiver, the Data Receiver will permit the Data Discloser, its auditors, designated audit representatives, and regulators, including data protection authorities, during normal business hours, to audit and inspect:
 - 7.2.1. the Data Receiver's facilities where Personal Data is Processed;
 - 7.2.2. any computerised systems used to Process Personal Data; and
 - 7.2.3. the Data Receiver's security practices and procedures, data protection practices and procedures, and business continuity and recovery facilities, resources, plans, and procedures. The audit and inspection rights hereunder will be, at a minimum, for the purpose of verifying the Data Receiver's compliance with this paragraph 7 and applicable Data Protection Laws.

8. DIRECT RESPONSIBILITIES

- 8.1. Nothing in this Schedule 2, Appendix 1 shall relieve either party of its own direct responsibilities and liabilities under Data Protection Laws.
- 8.2. The Data Receiver acknowledges that it may be subject to investigative and corrective powers of supervisory authorities under Data Protection Laws. If the Data Receiver fails to meet its obligations under Data Protection Laws, then it may be subject to significant financial penalties and may have to pay compensation.

ANNEX 1: PURPOSE DESCRIPTION

4. The parties will agree the Purpose of the Processing of Personal Data in this Schedule 2, Appendix 1 in good faith.
5. The parties shall in good faith seek to agree to implement a process whereby the below table will be made available to Data Subjects and the circumstances where this will be provided.
6. The parties agree to review and update the below table in good faith as reasonably required from time to time.

Purpose Description	Details
Subject matter of the Processing	The provision of Liftshare Services relating to the journey matching services via the Liftshare Platform.
What date will sharing commence	At the commencement of the provision of Liftshare Services.
Categories of Data Subject	Customer employees including officers, volunteers, contractors agents and temporary workers.
Type of Personal Data (what categories are being shared)	Name, address, email, journey details, vehicle registration.
Is there any sensitive/special categories of Personal Data being shared	N/A
Lawful grounds for sharing (if using consent, has it been collected and recorded correctly)	Contractual necessity for Liftshare Members and Legitimate Interests for Pending Liftshare Members.
Duration of the Processing	For Liftshare Members - the duration that the relevant data subject is a Liftshare Member. For Customer Administrators and Pending Liftshare Members - the duration of this Agreement.
Data Retention Period	A period of 24 months in accordance with the Liftshare Group Data Retention Policy, and such other period stated in the Customer's data retention policies.

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