



UNITED KINGDOM TAXI SYSTEMS TERMS AND CONDITIONS

Effective Date: 21 November 2025

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These United Kingdom Taxi Systems Terms and Conditions (these “**Terms and Conditions**”) set forth the terms, conditions and agreements governing your (defined below) access to, use of and/or possession of equipment, hardware, software, systems and/or services provided by or on behalf of Curb Mobility Limited or its Affiliates (defined below) pursuant to or in connection with any Order Form (defined below). By executing an Order Form or otherwise accessing or using any Solutions (defined below), you (defined below) agree to be bound by these Terms and Conditions. If any provision of an Order Form conflicts with any provision of these Terms and Conditions, then these Terms and Conditions shall govern unless expressly stated otherwise in these Terms and Conditions or in the Order Form.

1. Definitions.

- 1.1. “**Adjustments**” means any charges, assessments, surcharges, fines, penalties, costs or expenses (including, for the avoidance of doubt and without limitation, those attributable to issues relating to Payment Rules, interchange fees, registration fees and/or similar fees and assessments charged or imposed by any Payment Network or Payment Processor) that any Payment Network or Payment Processor has charged to or passed on to CML in connection with the Solutions provided under the Agreement and other payments or amounts owed, payable or due by you under the Agreement or otherwise with respect to services provided by CML or with respect to Payments, and shall include, for the avoidance of doubt, any amounts due as a result of chargebacks, refunds and/or liabilities owed to third parties by you.
- 1.2. “**Affiliate**” means, with respect to any specified person or entity, any other person or entity that, directly or indirectly, controls, is under the control of or is under common control with, such specified person or entity.
- 1.3. “**Agreement**” means, collectively, the Order Form and these Terms and Conditions.
- 1.4. “**Applicable Law**” means applicable law or regulation, applicable court or arbitral order binding on the relevant party or applicable Payment Rules.
- 1.5. “**CCTV Equipment**” has the meaning ascribed thereto in Clause 7.1.
- 1.6. “**CCTV Systems**” has the meaning ascribed thereto in Clause 7.1.
- 1.7. “**CML**” or “**Curb Mobility Limited**” means Curb Mobility Limited, a company registered and existing under the laws of England and Wales, bearing company registration number 11105577 and, on the effective date of these Terms and Conditions, (i) having its registered address at Unit 4, Heron Trading Estate Alliance Road, Acton, London, England, W3 0RA, and (ii) authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 to provide payment services under Firm Reference Number 922644.
- 1.8. “**CML Equipment**” means any hardware, software or other tangible items included in any Solution or otherwise comprising or used to provide you, your Affiliates, your drivers or any Taxi with access to or use of any Solution.
- 1.9. “**CML Indemnitees**” means CML, each of its Affiliates and each of its and their respective directors, managers, officers, employees, agents, representatives, Payment Processors, Payment Networks and Contract Partners.
- 1.10. “**Claim**” means any lawsuit, litigation, claim, allegation, action, citation, summons or legal, regulatory or administrative proceeding.
- 1.11. “**Confidential Information**” has the meaning ascribed thereto in Clause 14.1 below.
- 1.12. “**Connected Taxi**” means each Taxi (i) that is connected to or active on, your instance of Way2Cloud, (ii) that is equipped with a DASH Device or (iii) for which CML has provided a DASH Device.
- 1.13. “**Connected Taxi Fee**” means the percentage and/or amount designated as the “Connected Taxi Fee” or a similar fee in the Order Form.
- 1.14. “**Connectivity**” has the meaning ascribed thereto in Clause **Error! Reference source not found.** below.
- 1.15. “**Contract Partner**” means any company, business or government agency that contracts with CML or its Affiliates for access to, use of or integration with the Ehail Platform for purposes of engaging or facilitating for-hire transportation services, including, without limitation, any so-called “rideshare” company, “transportation network company” or non-emergency medical transportation (NEMT) provider that enters into such a contract with CML or its Affiliates.
- 1.16. “**Current Taxi**” means each Taxi as of the Effective Date.
- 1.17. “**DASH Device**” means a mobile computing device (e.g., smartphone or tablet computer) approved or authorized by CML for use with its DASH™ software or any of its other software applications intended for use by transportation providers on a mobile computing device.
- 1.18. “**DASH Kit**” means and includes (i) a DASH Device loaded with the applicable DASH software application(s), (ii) (subject to payment of the Wireless Data Fee) wireless data connectivity (up to one (1) gigabyte per month) as necessary to facilitate the use of the DASH software installed on the DASH Device included in such DASH Kit and (iii) wires and mounting brackets as necessary for CML standard in-vehicle installation.
- 1.19. “**DASH Kit Lease Fee**” means the percentage and/or amount designated as the “DASH Kit Lease Fee”, hardware or equipment lease fee or similar fee in the Order Form.
- 1.20. “**DASH Kit Purchase Price**” means the percentage and/or amount designated as the “DASH Kit Purchase Price”, hardware or equipment purchase price, or similar item in the Order Form.
- 1.21. “**DASH Software Fee**” means the percentage and/or amount designated as the “DASH Software Fee”, software fee or similar fee in the Order Form.
- 1.22. “**Dispute**” means any dispute, claim or controversy between or among you or any of your Affiliates and CML or any of its Affiliates arising out of or relating in any way to the Agreement, the Solutions and/or the interpretation, application, enforcement, breach, termination or validity of the Agreement (including any claim of inducement of the Agreement by fraud and including determination of the scope or applicability of the agreement to arbitrate contained in these Terms and Conditions) or the subject matter of the Agreement.
- 1.23. “**Effective Date**” means the “Effective Date” set forth in the Order Form, or, if no Effective Date is set forth, the earlier of the date on which the Order Form is fully executed and the date on which a Solution is provided to you.



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- 1.24. **"Ehail Platform"** means any technology or software platform or application (including CML's "Curb®" mobile app) that is owned, operated or authorized by CML or its Affiliates to enable users thereof to remotely hail, book, summon, hire or otherwise arrange for a ride in, and/or pay for services provided in or by, taxicabs and/or other for-hire vehicles.
- 1.25. **"Electronic Payment"** means payment by credit card, debit card or other non-cash means.
- 1.26. **"Hardware"** means all hardware or equipment and components thereof, included in any Hardware Kit provided hereunder.
- 1.27. **"Hardware Kit"** means a Payment Kit or a DASH Kit, as applicable.
- 1.28. **"In-Taxi Payment"** means any Electronic Payment accepted, made and/or processed using any Payment System (other than the Ehail Platform) provided in or for any Taxi.
- 1.29. **"In-Taxi Transaction Fee"** means the percentage and/or amount designated as the "In-Taxi Transaction Fee" in the Order Form.
- 1.30. **"Initial Term"** means the time period designated as the "Initial Term" in the Order Form, which Initial Term shall commence on the Effective Date unless otherwise set forth in the Order Form.
- 1.31. **"Leased DASH Kit"** means a DASH Kit provided by CML for use in any Taxi other than any DASH Kit so-provided pursuant to a purchase order submitted in accordance with Clause 4.6.
- 1.32. **"Leased Payment Kit"** means a Payment Kit provided by CML for use in any Taxi other than any Payment Kit so-provided pursuant to a purchase order submitted in accordance with Clause 3.11.
- 1.33. **"Losses"** means any damages, judgments, awards, monetary penalties, fines, fees, costs or expenses (including court or arbitration costs and reasonable attorneys' or experts' fees).
- 1.34. **"Office Equipment"** means the computing equipment and hardware, and internet/network connectivity, specified by CML from time to time for your access to or use of Way2Cloud.
- 1.35. **"Order Form"** means a CML-provided order form or similar document that (i) expressly states that it is governed by these Terms and Conditions, (ii) specifies the Solutions to be provided by CML to you and the amounts payable by you for such Solutions and (iii) is duly executed by each of you and CML.
- 1.36. **"Order Date"** means, as applicable, the Effective Date or the date of issuance of the relevant purchase order.
- 1.37. **"Overpayment"** means any amount paid or transferred by or on behalf of CML or its Affiliates, Acquirers or contract partners to you, your Affiliates, any Taxi driver or any agent or designee of you or your Affiliates, which is in excess of Transaction Proceeds or other amounts actually due and payable to you pursuant to the Agreement. For the avoidance of doubt, Overpayments include any Transaction Proceeds paid to you as a result of a Payment that is subsequently reversed or charged back or that CML does not receive payment of from the applicable Payment Processor or Payment Network.
- 1.38. **"Payment"** means an In-Taxi Payment or a Platform Payment, as applicable.
- 1.39. **"Payment Equipment"** means equipment constituting part of a Payment System and used for the accepting, making and/or processing of Electronic Payments.
- 1.40. **"Payment Kit"** means and includes (i) a point-of-sale payment terminal and (ii) wires and mounting brackets as necessary for CML standard in-vehicle installation of such payment terminal.
- 1.41. **"Payment Kit Lease Fee"** means the percentage and/or amount designated as the "Payment Kit Lease Fee" in the Order Form.
- 1.42. **"Payment Kit Purchase Price"** means the percentage and/or amount designated as the "Payment Kit Purchase Price" in the Order Form.
- 1.43. **"Payment Network"** means any card or payment scheme, network or brand (e.g., Visa, Mastercard, American Express, etc.) whose payment cards, instruments or channels may be accepted via CML's Payment System.
- 1.44. **"Payment Processor"** means each payment acquirer or processor who has agreed to acquire or receive Payments from CML and/or CML's merchants, sub-merchants or customers for the processing thereof, which processing may include, without limitation, facilitating, obtaining and/or remitting authorisation or declination of such Payments, collecting and/or remitting the amount of an authorised Payment and/or providing a gateway for directing a Payment to a separate payment acquirer or processor.
- 1.45. **"Payment Rules"** means the rules and requirements of each Payment Network or Payment Processor as may be updated, amended, supplemented or modified by such Payment Network or Payment Processor from time to time, including, without limitation, the Payment Card Industry Data Security Standards (PCI-DSS).
- 1.46. **"Payment System"** means equipment, hardware, software, systems or methods for the making, accepting and/or processing of Electronic Payments.
- 1.47. **"Permitted Persons"** has the meaning ascribed thereto in Clause 14.2 below.
- 1.48. **"Platform Payment"** means an Electronic Payment for services provided in or by a Taxi that is accepted, made and/or processed via the Ehail Platform.
- 1.49. **"Platform Transaction Fee"** means the percentage and/or amount designated as the "Platform Transaction Fee" in the Order Form.
- 1.50. **"Prior Equipment"** means payment terminals or other hardware or equipment provided by CML (or its predecessor, VeriFone Transportation Systems Limited) to or for you, any of your Affiliates or predecessors or any Taxi pursuant to a prior agreement between CML (or its predecessor, VeriFone Transportation Systems Limited) and you or your Affiliates (or any predecessor-in-interest to you or any of them).
- 1.51. **"Proprietary Materials"** means proprietary electronics, software and/or technical information contained in or related to any CML Equipment.
- 1.52. **"Renewal Term"** has the meaning set forth in Clause 2 below.



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- 1.53. **"Solutions"** means any goods or services provided by CML to or for you, your Affiliates or any Taxi pursuant to or in connection with the Agreement.
- 1.54. **"Taxi"** means each taxicab or other for-hire vehicle that you or any of your Affiliates own, control, operate, manage, dispatch or administer.
- 1.55. **"Term"** means, collectively, the Initial Term and each Renewal Term.
- 1.56. **"Terms and Conditions"** means these United Kingdom Taxi Systems Terms and Conditions.
- 1.57. **"Territory"** means the city or metropolitan area in the United Kingdom in which your Taxi(s) primarily operate(s).
- 1.58. **"Transaction Fee"** means an In-Taxi Transaction Fee or a Platform Transaction Fee, as applicable.
- 1.59. **"Transaction Proceeds"** means, for each Payment, the amount of such Payment less any Transaction Fees or other amounts actually deducted by CML pursuant to the Agreement or Applicable Law.
- 1.60. **"Warranty Period"** means, (i) with respect to Hardware ordered for purchase by you, one year from the date such Hardware is tendered for shipment to you and, (ii) with respect to any other Hardware, the duration of the Term so long as you are in complete compliance with the Agreement.
- 1.61. **"Way2Cloud"** means the proprietary internet-based dispatch system of CML or its Affiliates.
- 1.62. **"Way2Cloud Service Fee"** means the percentage and/or amount designated as the "Way2Cloud Service Fee", dispatch system fee or similar fee in the Order Form.
- 1.63. **"WiFi Hub"** has the meaning ascribed thereto in Clause **Error! Reference source not found.** below.
- 1.64. **"Wireless Data Fee"** means the percentage and/or amount designated as the "Wireless Data Fee" in the Order Form.
- 1.65. **"You"** and **"your"** means the person or entity that has placed an order for a Solution or Solutions by executing the Order Form or otherwise accessing or using any Solutions.

2. Agreement Term. The Agreement shall take effect as of the Effective Date and shall remain in effect for the duration of the Initial Term. Upon the expiration of the Initial Term or any Renewal Term, the Agreement shall automatically renew for a two- (2-) year period (each such renewal period, a **"Renewal Term"**) unless (i) either you or CML gives the other party written notice of its intent not to renew at least ninety (90) days prior to the expiration of the Initial Term or the then-current Renewal Term or (ii) otherwise stated in the Order Form. Notwithstanding the foregoing, the Agreement may be terminated prior to its expiration as may be expressly provided elsewhere in the Agreement.

3. Payment System. If the Solutions include CML's Payment System or Payment Equipment, then this Clause 3 shall apply.

3.1. **Payments Exclusivity; Grant of Rights.** You hereby grant to CML the exclusive right to: (i) provide Payment Systems in and/or for each Taxi and/or any services provided in or by any such Taxi; and (ii) use the interior space of each Taxi for the purpose of attaching and/or maintaining Payment Equipment. You covenant and agree not to enter into any other agreement, either directly or indirectly (e.g., through any of your Affiliates), that permits or authorises any person or entity (other than CML) to, directly or indirectly, provide any Payment System or Payment Equipment in, for or with respect to any of the Taxis or any services provided therein or thereby.

3.2. **Limited Collection Agent.** You hereby appoint CML as limited agent for you and your Taxi driver(s) for payment collection for amounts payable for transportation services provided by the Taxis that are paid for by a Payment. CML will process Payments on your behalf through its Payment System and remit the resulting Transaction Proceeds to you or your designee as set forth in these Terms and Conditions. You acknowledge and agree that, from time to time, CML may engage or permit a third party, including any Contract Partner, to process and/or collect Payments and you authorize CML to appoint any such Contract Partner or other third party as an additional limited agent for you and your Taxi driver(s) for payment collection of amounts payable for transportation services provided by the Taxis that are paid for by a Payment. Provided that any such Contract Partner or other third party has, or uses a third-party payments services provider that has, the appropriate authorization for payments processing from the United Kingdom's Financial Conduct Authority, you covenant and agree to cooperate with the transfer of payments processing by CML to such other entity, including but not limited to the acceptance of payments terms specific to such other entity. You acknowledge and agree that each Payment processed and/or collected by CML, a Contract Partner or another third party will be treated as if paid by the payer directly to you.

3.3. **Transaction Fee.** For each In-Taxi Payment, you shall pay CML the In-Taxi Transaction Fee. For each Platform Payment, you shall pay CML the Platform Transaction Fee. You acknowledge and agree that CML is entitled to deduct and collect the Transaction Fee and any other amounts payable under the Agreement, as well any amounts required to be deducted or collected by Applicable Law, from each Payment and retain such Transaction Fee or other amounts for CML's own account or the account of the applicable Payment Network, Payment Processor or other third-party payee. Subject to Applicable Law, CML may change any Transaction Fee at any time by providing you no less than five (5) working days' prior notice of such change.

3.4. **Payment of Transaction Proceeds.** If each of the forms required by CML to enable electronic funds transfer are timely completed and delivered to CML, and you are otherwise in compliance with your obligations under the Agreement, then you (or, if designated by you or required by Applicable Law, the Taxi drivers) will receive payment of Transaction Proceeds no later than five (5) working days after CML's receipt of such amounts from the applicable Payment Processor. You: (i) acknowledge and agree that you are solely responsible for (A) payment of any portion of any Payment due and payable to any Taxi driver, government agency or other person or entity, whether pursuant to contract, Applicable Law or otherwise, and (B) any and all Adjustments; and (ii) covenant and agree to indemnify and hold CML, its Affiliates, the Contact Partners, the Payment Processors and the Payment Networks harmless from and against (X) any claim that all or any portion of any Payment was not actually or timely paid to any Taxi driver, government agency or other person or entity or any other person and (Y) any and all Adjustments.

3.5. **Merchant of Record.**

3.5.1. **You as Merchant of Record.** Unless otherwise determined by CML at any time and from time to time, with respect to In-Taxi Payments you will act as merchant of record.

- 3.5.2. *CML as Merchant of Record.* With respect to (A) Platform Payments and, (B) as determined by CML at any time and from time to time, In-Taxi Payments, CML will act as merchant of record; *provided* that, for the avoidance of doubt, you acknowledge and agree that CML is only a provider of technology and services for the facilitation of Electronic Payments and is not the actual merchant who is accepting payment for the transaction of business with consumers.
- 3.6. Payment Disputes, Chargebacks and Adjustments.
- 3.6.1. CML will manage the process regarding disputed Payments, but you and the applicable driver will be solely responsible for chargebacks and any related fees or charges unless such chargeback is solely a result of a failure of CML's Payment Systems. If any Payment is reversed or charged back or CML does not receive payment for such Payment, then CML shall be entitled to reverse any payment of related Transaction Proceeds.
- 3.6.2. CML's decision to contest or not to contest any chargeback, or to credit or not to credit any amount to you, shall not constitute an admission of liability or a waiver of any right. CML may settle any dispute in its discretion where it considers settlement commercially or regulatorily prudent.
- 3.6.3. You accept full financial liability for all Payments accepted and/or submitted by or through you or under your merchant identification number or account, and for any and all Adjustments, including, without limitation, chargebacks, liabilities, losses and/or expenses incurred in connection with, or as a result of, your Payments, except to the extent any such financial liability arose solely as a result of (i) a failure of CML's Payment Systems or (ii) CML's unlawful conduct.
- 3.6.4. CML may deduct from Transaction Proceeds, or debit your bank account(s) by direct debit, any or all Adjustments and/or any other amounts payable, owed or due by you under the Agreement, Payment Rules or Applicable Law, and, if the amount of such Adjustments exceed sums then held by CML for you, you shall pay the shortfall within 3 working days of demand.
- 3.6.5. in addition to any and all Adjustments, you shall pay per-item administrative fees for each Adjustment, retrieval request and representment, as notified by CML from time to time, together with all third-party arbitration or compliance case fees levied by any Payment Network, Payment Processor or third party, and all reasonable professional fees incurred by CML in managing or defending such cases.
- 3.6.6. you shall promptly cooperate with CML, Payment Processors, Payment Networks and law enforcement in any investigation relating to Adjustments or suspected fraud, including by providing driver rosters, trip manifests, CCTV extracts where available, customer communications and access to relevant systems and locations on reasonable notice, it being understood that your failure to promptly cooperate is a material breach of the Agreement.
- 3.6.7. CML may establish, increase, decrease or release a rolling reserve or other holdback on Transaction Proceeds at any time, taking into account your Adjustment rates, fraud exposure, complaint levels, underwriting status, regulatory requests and Payment Processor guidance. CML may fund any reserve by withholding Transaction Proceeds, debiting your designated account, or invoicing you. Reserves may be retained for up to 180 days after the later of termination of the Agreement and the last Payment date, or a longer period if required by a Payment Network, Payment Processor or Applicable Law.
- 3.6.8. If your monthly chargeback-to-transaction ratio exceeds 0.5 percent, or such other threshold established by CML, a Payment Processor or a Payment Network from time to time, CML may, in addition to any other right, immediately: (i) increase reserve levels; (ii) delay or batch settlement; (iii) require you to provide a corrective action plan that is acceptable to CML within 5 working days; (iv) suspend processing for any or all Taxis; or (v) suspend or terminate, in whole or in part, your ability to accept Payments.
- 3.7. Your Other Payment Obligations. Notwithstanding any other provision of the Agreement to the contrary, you acknowledge, understand, covenant, agree, represent and/or warrant as follows:
- 3.7.1. with respect to each Payment, notwithstanding who is the merchant of record, CML is acting as a payment facilitator and you are acting as the merchant who is accepting payment for the transaction of business with consumers;
- 3.7.2. with respect to each Payment and the operation of your business, at all times during the Term you, your Affiliates and your and your Affiliates' drivers and Permitted Persons will comply in all respects with the Agreement and Applicable Law, including, without limitation, all Payment Rules and, if you operate in or around London, England, all Transport for London (TfL) rules and requirements;
- 3.7.3. upon CML's request, you will promptly (within two (2) working days) provide CML with any and all information and/or documentation regarding yourself and/or your Affiliates, Taxi(s), business, operations, financial results, Permitted Persons, investors, sources of funding or financing, banking relationships and/or partners that is requested or required from time to time by any of CML, any Payment Network, any Payment Processors, the Financial Conduct Authority, Transport for London (TfL) and/or any other regulatory body, which information and/or documentation may be required for, among other things, confirming that you meet CML's and/or its Payment Processors' underwriting requirements for the processing of your Payments;
- 3.7.4. you authorise CML to use, process and share transaction, trip and CCTV data for the purposes of fraud prevention, chargeback management and representment with Payment Processors, Payment Networks, law enforcement and insurers, subject to Applicable Law;
- 3.7.5. you will immediately notify CML in writing if you become aware or suspect that (i) you may be, or may be declared to be, bankrupt or insolvent, (ii) may cease trading or (iii) may sell, lease or transfer your business or any Taxi to another person or entity;
- 3.7.6. you will immediately notify CML in writing if you expect or suspect that the gross amount of your Payments under the Mastercard Payment Network in any one- (1-) year period may exceed USD 1,000,000 (or any other amount as may be set from time to time by Mastercard in its sole discretion), and, if directed by CML, you will enter into a direct agreement with a Mastercard Payment Network member for the processing of your Payments under the Mastercard Payment Network;

- 3.7.7. you shall ensure that CML at all times has the current address of each of your offices, all “doing business as” names used by you and a general description of goods sold and/or services provided to your customers;
- 3.7.8. you shall maintain Payment acceptance policies and procedures that are acceptable to CML and its Payment Processors, and you shall make any changes to your website or otherwise that CML or any Payment Processor deems necessary or appropriate to ensure that you remain in compliance with the standards governing the use of the Payment Networks’ trademarks and logos;
- 3.7.9. you shall comply in all respects with Payment Rules and all applicable policies of each Payment Processor and Payment Network (including not to contest the ownership of any of CML’s, any Payment Processor’s or any Payment Network’s trademarks or logos for any reason);
- 3.7.10. where any Payment Network or Payment Processor issues a directive, monitoring programme, remediation plan or fine relating to your activity, you shall comply at your cost within the timeframe specified, provided that CML may implement changes on your behalf to ensure compliance, and you shall bear all related costs;
- 3.7.11. your website (if any) shall include and clearly show, at the very least, the following details:
 - (a) the specifications of the products and services offered;
 - (b) the prices and currencies of the products and services;
 - (c) in the event of regular or recurrent Payments, the amount, frequency and duration of the regular or recurrent payments must be clearly stated together with the procedure for cancelling a subscription or Payments;
 - (d) the purchase cancellation and product return policy (each of your customers must accept the cancellation and returns policy before being able to make a purchase);
 - (e) the merchandise shipping policy, delivery date, and delivery prices, and you must be able to provide information about the status of the shipment of the merchandise at the request of the customers;
 - (f) customer service contact details and how to contact the said service;
 - (g) fair terms and conditions, easily accessible and consumer friendly;
 - (h) privacy policy and data protection in compliance with Applicable Law; and
 - (i) that each Payment Network is the sole and exclusive owner of its trademarks and logos (if used);
- 3.7.12. you understand and agree that CML, (A) any Payment Processor or any Payment Network may at any time take any of the following actions: (i) immediately and without advance notice, prohibit you from using any of its trademarks or logos for any reason; (ii) enforce its Payment Rules and prohibit you or CML from engaging in any conduct the Payment Processor or Payment Network deems could potentially injure such party, including damage to reputation, or that could adversely affect the integrity of the interchange system, the Payment Processor’s or Payment Network’s confidential information (as defined in the Payment Rules); or (iii) both; and (B) you shall not take any action that could interfere with or prevent the exercise of the foregoing right by CML, any Payment Processor or any Payment Network;
- 3.7.13. you shall not discriminate between persons paying for goods or services in cash or by making a Payment;
- 3.7.14. the Payment Equipment provided by CML and other related or ancillary equipment must always be used by you and your authorised staff and never by the payor, unless the payor is required to enter a PIN in the presence of you or your authorised staff or as otherwise required by Applicable Law;
- 3.7.15. prior to accepting an In-Taxi Payment, you will verify that:
 - (a) authorisation has been obtained for every Payment, except for any cases in which this is not required under the Payment Rules;
 - (b) the four (4) digits printed above (or under) the embossed or printed Card Number match the first four (4) digits of the Card number (provided, however, if your Payments are based on Quasi-Cash, you shall include the said digits on your copy of the relevant Payment receipt);
 - (c) the signature on the Payment receipt matches the name embossed or printed on the face of the payment card or instrument used, the payor’s signature on the payment card or instrument and the signature on any identification documents presented, if applicable;
 - (d) the presenter of the payment card or instrument is the person whose name is embossed or printed on the face of the payment card or instrument;
 - (e) the embossed or printed account number on the face of the payment card or instrument matches the printed number on the back of the payment card or instrument and the account number of the payment receipt;
 - (f) the payment card or instrument and, in particular, the signature panel, must not be visibly altered or mutilated;
 - (g) the payment card or instrument has not expired;
 - (h) if applicable, that the presenter of the payment card or instrument resembles the person depicted in any photograph intended for identification on the Card;
 - (i) where applicable, the payment card or instrument must be kept by you until the payor signs the payment receipt;
 - (j) if the payment card or instrument is not signed or the signature on the payment receipt differs from that on the payment card or instrument, identification should be requested and, in this case, the name and signature must be matched with the identification documents presented; and
 - (k) when the payment card or instrument is a chip and PIN card, you must process the Payment as prompted by the point-of-sale terminal and the payor shall be required to input any applicable PIN number, when and if prompted by the point-of-sale terminal;

- 3.7.16. regardless of the Payment amount, you shall request manual telephone authorisation of the Payment in the following cases: (i) the payment card or instrument signature panel is not signed; (ii) you are suspicious of the transaction; (iii) you are in receipt of a negative or stop-list from an issuer of the payment card or instrument; and/or (iv) the Payment is processed manually; and
- 3.7.17. you must ensure that the entry of a PIN into the point-of-sale terminal is not recorded on camera.
- 3.8. **Overpayments.** You covenant and agree that if you, any of your Affiliates, any Taxi driver or any agent or designee or you or your Affiliates receives an Overpayment, then you shall immediately notify CML thereof and return the full amount of such Overpayment to CML. If you fail to return the full amount of any Overpayment to CML within five (5) business days of becoming aware thereof, then you will pay CML interest on such Overpayment at the rate of 18% per annum or the maximum rate allowed by Applicable Law (whichever is less) from the date of such Overpayment until the date it is returned to CML. Further, you shall indemnify and reimburse CML for any Losses incurred by any CML Indemnitees in connection with collection actions taken to recover any Overpayment.
- 3.9. **Continuing Obligations.** Your obligations under this Clause 3 shall survive and continue after the expiration or termination of the Agreement until all Payments, chargebacks, other Adjustments, Overpayments and related liabilities are finally resolved as determined by CML in its reasonable discretion.
- 3.10. **CML-Provided Payment Equipment.** If CML is providing you with Payment Equipment, then CML will use commercially reasonable efforts to provide you with a Payment Kit for each Taxi as soon as practicable after the Effective Date. Promptly upon being notified that a Payment Kit has been made available for a Taxi (and in no event more than ten (10) working days after receipt of such Payment Kit), you shall cause such Payment Kit to be installed in a Taxi by a CML-authorised installer. You agree to pay CML, for each month of the Term for each Taxi equipped with a Leased Payment Kit during such month, the Payment Kit Lease Fee.
- 3.11. **Purchase of Payment Equipment.** If you and CML have agreed that you will purchase Payment Equipment for your Taxi(s), then, (i) the Order Form shall serve as your irrevocable purchase order for a Payment Kit for each Current Taxi and, (ii) for any vehicle that becomes a Taxi after the Effective Date, you shall issue to CML an irrevocable purchase order for a Payment Kit for such new Taxi within five (5) working days of the date such vehicle becomes a Taxi. The purchase price for each Payment Kit shall be the Payment Kit Purchase Price plus applicable VAT, which amount shall become due and payable immediately upon the applicable Order Date. Additionally, each such order or purchase is subject to Clause 9 below.
- 4. DASH™.** If the Solutions include DASH software or DASH Devices, then this Clause 4 shall apply.
- 4.1. **DASH Software.** CML will provide you with access to and use of its DASH software application(s) that enable users of DASH Device(s) running such DASH software application(s) to receive and respond to trip requests and communications generated from Way2Cloud or the Ehaul Platform and interact with CML Payment Equipment installed in the relevant Taxi(s). For so long as you are not in breach of the Agreement, Curb will make any publicly and generally available updates to any such DASH software available to you at no additional charge. You acknowledge and agree that your and your Taxi drivers' use of any DASH software application(s) is subject to the terms and conditions of use of such DASH software application(s) as well as the terms and conditions of the Agreement.
- 4.2. **Digital Taximeter.** If the Solutions include CML's digital taximeter, then the DASH software loaded onto the DASH Device(s) by CML will include CML's digital taximeter, which digital taximeter can be utilized by the user of the DASH Device(s) to calculate the metered fare for ground transportation services provided in the relevant Taxi(s).
- 4.3. **DASH Software Fees.** In consideration of CML providing you with access to and use of the DASH software, you shall pay CML the DASH Software Fees.
- 4.4. **CML-Provided DASH Devices.** If CML is providing you with DASH Devices, then CML will use commercially reasonable efforts to provide you with a DASH Device for each Taxi as soon as practicable after the Effective Date. Promptly upon being notified that a DASH Device has been made available for a Taxi (and in no event more than ten (10) working days after receipt of such DASH Device), you shall cause such DASH Device to be installed in a Taxi by a CML-authorised installer. You agree to pay CML, for each month of the Term for each Taxi equipped with a Leased DASH Kit during such month, the DASH Kit Lease Fee.
- 4.5. **Your DASH Devices.** If you are using DASH Devices that you have obtained or will obtain from a party other than CML, then, at your sole cost and expense, (i) you shall deliver a DASH Device for each Current Taxi to CML within five (5) working days of the Effective Date and, (ii) you shall deliver a DASH Device for any vehicle that becomes a Taxi after the Effective Date to CML within five (5) working days of the date such vehicle becomes a Taxi. Within ten (10) working days of its receipt of any such DASH Device(s), CML shall load each such DASH Device with its applicable DASH software application(s) and make such DASH Device(s) available for you to pick up at a designated CML facility. You agree to use your best efforts to cause each such DASH Device to be installed in a Taxi within ten (10) working days of CML making such DASH Device available for you to pick up. In addition, you acknowledge and agree that you are solely responsible for ensuring that any DASH Device you provide has sufficient wireless data connectivity to facilitate the use of the DASH software installed thereon.
- 4.6. **Purchase of DASH Devices.** If you and CML have agreed that you will purchase DASH Devices for your Taxi(s) from CML, then, (i) the Order Form shall serve as your irrevocable purchase order for a DASH Kit for each Current Taxi and, (ii) for any vehicle that becomes a Taxi after the Effective Date, you shall issue to CML an irrevocable purchase order for a DASH Kit for such new Taxi within five (5) working days of the date such vehicle becomes a Taxi. The purchase price for each DASH Kit shall be the DASH Kit Purchase Price plus applicable VAT, which amount shall become immediately due and payable on the applicable Order Date. Additionally, each such order or purchase is subject to Clause 9 below. Further, if a Wireless Data Fee is set out in the Order Form, then, upon purchasing a DASH Kit, you covenant and agree to pay to CML, for each month of the Term following the purchase of such DASH Kit, the Wireless Data Fee; provided that data use in excess of one (1) gigabyte per month on any purchased DASH Device will incur additional wireless data fees.
- 5. Way2Cloud™.** If the Solutions include Way2Cloud, then this Clause 5 shall apply.
- 5.1. **Primary Dispatch System.** You covenant and agree to use Way2Cloud as your primary system of dispatching and coordinating the operation of the Taxis.



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5.2. **Way2Cloud Fees.** In consideration of CML providing you with access to and use of Way2Cloud, for each calendar month of the Term following the third (3rd) full calendar month of the Initial Term, you shall pay Curb, regardless of how often any Connected Taxi utilizes Way2Cloud during any such month, (i) for each Connected Taxi, the Connected Taxi Fee and (ii) the other Way2Cloud Service Fees.

5.3. **Office Equipment.** You acknowledge and agree that, for you to utilize Way2Cloud, you must and are solely responsible to, obtain, set up and maintain the Office Equipment.

5.4. **Technical Support.** During the Term, CML will provide you with around-the-clock technical support for Way2Cloud via internet or telephone.

6. **Ehail Platform.** You consent and agree to the Taxi(s) being included in and being made available for hiring by the users of, the Ehail Platform. For each trip booked or arranged via the Ehail Platform that is accepted and/or performed by a Taxi, CML may charge you and you agree to pay CML (and that CML may collect and retain from Transaction Proceeds), a referral fee; *provided* that CML will notify you of the amount and effective date of any such referral fee at least one (1) working day prior to such referral fee going into effect.

Other Hardware.

7.1. **DashCam/CCTV.** If the Solutions include DashCam/CCTV, then this Clause 7.1 shall apply. You consent and agree that CML may include in, or at any time during the Term add to, any Hardware Kit a dashboard mounted camera and related mounting and connectivity equipment ("**CCTV Equipment**"). If CML includes or adds CCTV Equipment in or to any Hardware Kit, then you covenant and agree as follows: (i) in consideration of CML providing the CCTV Equipment and using such CCTV Equipment and CML's related and/or connected systems ("**CCTV Systems**") to record, transmit and/or store activity in the Taxi(s), for each Taxi for each calendar month of the Term following the installation of CCTV Equipment in such Taxi, you shall pay Curb the fee set forth on the Order Form; (ii) CML, as permitted or required under Applicable Law, may use the CCTV Systems to record, transmit and/or store audio, video and/or still images of any or all activity in, around or involving each Taxi, and use any or all such audio, video and/or still images for any purpose permitted under Applicable Law; (iii) all CCTV Equipment and CCTV Systems are, and at all times shall remain, the property of CML and must be returned to CML upon the expiration or termination of the Agreement or CML's earlier demand, even if you have purchased the relevant Hardware Kit; (iv) you will not, and will not allow any Taxi driver or passenger, or any other person (other than CML), to, remove, relocate, block, tamper with or otherwise interfere with any CCTV Equipment, the CCTV Systems or any connectivity or functionality thereof; and, (v) to the fullest extent permitted under Applicable Law, CML and its Affiliates will not have any liability or responsibility whatsoever for any Losses suffered by you, any Taxi driver or passenger or any other person as a result of any failure of the CCTV Systems to record, transmit or store any audio, video and/or still images of any activity, including, without limitation, any accident or incident involving any Taxi.

7.2. **WiFi Hub.** You consent and agree that CML, in its sole discretion, may include in, or at any time during the Term add to, any Hardware Kit a wireless internet router (a "**WiFi Hub**") intended to provide your Taxi drivers and/or passengers with wireless internet connectivity while in the Taxi ("**Connectivity**"). If CML includes or adds a WiFi Hub to any Hardware Kit, then you covenant and agree as follows: (i) each WiFi Hub is and at all times shall remain the property of CML and must be returned to CML upon the expiration or termination of the Agreement or CML's earlier demand, even if you have purchased the relevant Hardware Kit; (ii) if you choose to use or allow any Taxi driver or passenger or other person to use the Connectivity, then CML may charge you, and you agree to pay to CML, any fee or charge for such use that CML has notified you of at least five (5) working days in advance; (iii) you will not use or allow any Taxi driver or passenger or other person to use Connectivity from outside of the Taxi for which the applicable WiFi Hub has been provided; (iv) the Connectivity is intended solely for the personal use of your Taxi drivers and passengers while in the Taxi and for no other purpose; (v) CML or its wireless data provider may limit or disconnect the Connectivity at any time for any reason as it deems appropriate with or without notice to you; (vi) CML and its wireless data provider(s) have no responsibility whatsoever for any data, software, information, messages, content or services that may be downloaded, accessed, viewed, received, interacted with or used by any person via the Connectivity, including, without limitation, any viruses or other malicious software that may be downloaded or accessed by you, any Taxi driver or passenger or any other person; (vii) you will not and you will not permit any Taxi driver or passenger or any other person, to use Connectivity to (A) upload, download, access, use or activate any virus, any other malicious software, any content that infringes the rights of any person or entity or any illegal or inappropriate content or (B) engage in any illegal or malicious activity; and (viii) you will indemnify and defend the CML Indemnitees and hold each of them harmless, from and against any Claims or Losses suffered or incurred by any of them as a result of the use of the Connectivity by you, any Taxi driver or passenger or any other person.

8. **Billing and Payment.** You will pay CML the amounts due under the Agreement as set forth in the Order Form or these Terms and Conditions. The stated prices, fees, charges and other amounts payable for any of the Solutions do not include any excise, sales, use, value-added or other taxes and therefore are subject to increase in the amount of any such taxes (excluding any tax on CML's net income) that CML may be required to collect or pay as a result of the payment thereof. Any amount that is not paid by you when due shall incur a late fee calculated at the rate of eighteen percent (18%) per annum or the maximum rate permitted by Applicable Law, whichever is less. Unless otherwise set forth elsewhere in the Agreement: (i) on a monthly basis, CML will provide you with an invoice for any amounts due and payable by you to CML hereunder; (ii) CML will distribute such monthly invoices to you via email; and (iii) five (5) days or more following the date of each invoice, the amount of such invoice shall be debited from your designated bank account. You shall keep CML apprised of any changes in your primary email address or the appropriate account for debiting. If CML is unable to successfully debit your account, then you will be charged and you agree to pay, an insufficient funds fee of twenty-five pounds (£25.00). If you fail to pay any amount when due or if for any other reason CML is not satisfied with your creditworthiness, then, in addition to (and without prejudice of) any other rights and remedies available to CML at law, in equity, under contract (including without limitation, the Agreement) or otherwise, CML will be entitled to withhold the provision of any Solutions until you reestablish your creditworthiness to CML's reasonable satisfaction.

9. **Hardware Kit Purchase Terms.** Notwithstanding any provision of these Terms and Conditions to the contrary, CML may adjust the purchase price of any Hardware Kit at any time upon notice. CML shall use commercially reasonable efforts to deliver Hardware Kits requested in the Order Form or any subsequent purchase order to you within ten (10) working days of CML's receipt and acceptance of such order; *provided, however*, that (i) nothing in the Agreement shall be construed as requiring CML to deliver more than one hundred (100) Hardware Kits in any thirty- (30-) day period and, (ii) if any component of any Hardware Kit becomes unavailable or is discontinued, then CML may substitute other equipment of substantially similar functionality for the unavailable or discontinued component. For the avoidance

of doubt, if any Hardware Kit is delivered to you prior to your full payment of the applicable purchase price, then you understand and agree that you remain obligated to pay the full purchase price for such Hardware Kit and that CML's delivery thereof does not waive or ameliorate your obligation to make payment in full for such Hardware Kit. Further to the foregoing, if CML has agreed to allow you to pay the purchase price of any Hardware Kit in instalments, then neither ownership of nor title to such Hardware Kit or any component thereof shall pass to you unless and until all instalments plus applicable taxes have been paid in full; *provided, further*, that you understand and agree that your failure to make timely payment of all such instalments may result in your forfeiture of any payments made and not receiving ownership of the relevant Hardware. No terms or conditions set forth on a purchase order submitted by you will have any force or effect whatsoever or otherwise amend, supplement or modify the Agreement. In addition, any purchase order submitted by you shall not be binding on CML unless and until CML has accepted such purchase order by written acknowledgment or by shipment of the goods applicable to such purchase order. You understand and agree that purchase orders may not be revoked, rescinded or cancelled without CML's prior written consent. Risk of loss with respect to any Hardware Kit or any component thereof shall pass from CML to you upon delivery of such Hardware Kit or component to you or your agent or designee. Notwithstanding any other provision of the Agreement to the contrary, title to and ownership of each Hardware Kit and its components shall pass from CML to you only upon (i) your payment to CML of the full purchase price with respect to each such Hardware Kit and (ii) CML's delivery of such Hardware Kit to you. Until such time as title passes from CML to you in accordance with the foregoing sentence, each Hardware Kit and its components and all ownership rights with respect thereto, shall remain the sole property of CML.

10. Prior Equipment; Hardware Maintenance; Malfunctioning Hardware.

10.1. Prior Equipment. You understand and agree that (i) any Prior Equipment installed in the Taxi(s) was, is and shall remain the property of CML unless otherwise expressly agreed in writing by CML and (ii) CML may elect to utilize any such Prior Equipment to provide Solutions under the Agreement as it deems appropriate.

10.2. Hardware Maintenance. Subject to the malfunctioning Hardware terms set forth in Clause 10.3 below, you shall be responsible for the maintenance and upkeep of the Hardware; *provided* that you understand and agree that diagnosis and repair of Hardware may only be performed by Curb-authorized technicians.

10.3. Malfunctioning Hardware. If during the Term any Hardware malfunctions, you shall notify CML of such malfunction as soon as practicable thereafter and cooperate in good faith with CML to discover the cause of such malfunction. If CML, in its reasonable discretion, determines that any such malfunctioning Hardware has a manufacturing defect, then, if such malfunction occurred during the applicable Warranty Period, CML shall replace such Hardware at its cost. If such malfunction is not the result of a manufacturing defect or such malfunction, no matter the reason, occurs after the expiration of the applicable Warranty Period, then you shall pay CML a damaged equipment fee equal to CML's then current list price for the effected Hardware and, following payment, Curb shall replace such Hardware at its cost.

11. Ownership of CML Equipment; Intellectual Property Rights.

11.1. Ownership. You acknowledge that the CML Equipment contain Proprietary Materials owned by CML or its licensor(s) and that ownership of all patents, copyrights, mask work rights, trademarks, trade names and other intellectual property rights relating to or residing in the CML Equipment and the Proprietary Materials shall remain with CML and its licensor(s). You shall not reverse engineer, decompile, disassemble, translate, copy, modify, alter or otherwise change any CML Equipment or any part or component thereof, without the prior express written consent of CML and you shall promptly notify CML of any actual or threatened misappropriation or infringement of CML's or its licensors' proprietary rights that comes to your attention. Furthermore, other than to the extent title to any Hardware has passed from CML to you in accordance with these Terms and Conditions, all CML Equipment shall at all times remain the property of CML, even if installed in any Taxi.

11.2. Software License. You acknowledge and agree that CML and its licensor(s) own all rights (including, without limitation, all copyrights) in any and all software, source code and object code embedded, included or otherwise provided in or for any Hardware and any other software provided by CML at any time (whether contained in Hardware, provided on a diskette or other media, downloaded remotely, made available via the internet or otherwise transferred) and in any documentation provided by CML at any time. The terms "sell" and "purchase," and similar terms, as used in the Agreement with respect to any such software and/or documentation, shall mean the grant to you of a non-exclusive, non-transferable, limited license to use such software (in object code form only) and documentation together with the Solutions for use in the Territory for the sole purpose of enabling you to utilize such goods and services as intended, subject to the provisions in any separate license agreement or other document relating to such software and/or documentation that is supplied by CML to you. You have no right to market, distribute or otherwise transfer such software and/or documentation or any part or component thereof.

11.3. Trademarks. You shall not remove from the Hardware or other Solutions (or their packaging or documentation) or alter, any of CML's trademarks, trade names, logos, patents or copyright notices or other notices or markings or add any other notices or markings to the Hardware or other Solutions (or their packaging or documentation), without the prior express written consent of CML. CML hereby grants you a non-exclusive, non-transferable, limited license to use CML's trademarks relating to the Solutions during the Term in the Territory; *provided, however*, that (i) you shall use such marks only in connection with advertising or promotion of the Solutions to denote their origin, (ii) you shall clearly designate that such marks are owned by CML and (iii) you shall otherwise comply with CML's then-current policies for use of its marks. Any use of CML's trademarks by you (i) shall be in capital letters, (ii) if they are registered in the United States Patent and Trademark Office, shall be accompanied by the "®" symbol, (iii) if they are not registered in the United States Patent and Trademark Office, shall be accompanied by the "™" symbol and (iv) shall be followed by a common descriptive name for the relevant Solutions. You have not acquired and shall not acquire, by virtue of the foregoing license or any other provision of the Agreement, any right, title or interest in CML's trademarks; and you shall not contest or otherwise challenge the right, title or interest of CML in its trademarks or the registration thereof. Your use of CML's trademarks shall accrue to the benefit of CML.

11.4. Access to Taxis. You will provide CML with the vehicle identifier and any other information reasonably requested by CML relating to any Taxi in or on which Hardware is or may be installed or for which CML may otherwise provide Solutions, pursuant to the Agreement. You will allow CML access to each Taxi during working hours for installation, repair, maintenance or removal of Hardware, including, without limitation, to change out or repair any content contained on any Hardware. You shall produce and make available any Taxi promptly upon

request by CML for any such purpose, but in any event, during a period of time not to exceed two (2) working days following such request. You shall cooperate with and provide assistance to, CML in installing, repairing, maintaining or removing Hardware at the reasonable request of CML at no charge to CML.

11.5. Taxi Sale or Transfer. If the ownership or control of any Taxi equipped with CML-owned Hardware will be sold, transferred or conveyed or if any such Taxi will otherwise cease to be a Taxi, then you will promptly notify CML prior to any such sale, transfer, conveyance or cessation takes effect so that CML may remove any Hardware in or on such Taxi. If you fail to notify CML as required by the previous sentence and CML is unable to obtain the Hardware contained in such Taxi or such Hardware is damaged when CML does obtain it, then you shall pay CML, upon demand, CML's then-current replacement costs for such Hardware.

11.6. Damage. You must notify CML in writing of any Hardware being lost, stolen, damaged or malfunctioning within one (1) working day thereof. If any Hardware is lost, stolen or damaged while in your possession or control (including, for the avoidance of doubt, while installed in or in use by or for, any Taxi), then you will pay CML, upon demand, CML's then-current replacement costs for such Hardware.

11.7. Removal and Return of Hardware. Notwithstanding any other provision of the Agreement to the contrary, (i) upon expiration or termination of the Agreement for any reason, you shall, within ten (10) working days following such termination or expiration, return all Hardware to CML, (ii) upon any vehicle in which Hardware has been installed ceasing to be a Taxi or any Taxi otherwise being removed from service (other than for routine downtime), you shall, within ten (10) working days following such cessation of management or control or removal from service, return all Hardware installed in and/or on any such vehicle to CML and, (iii) if Hardware is otherwise removed from any Taxi, you shall, within ten (10) working days following any such removal, return such removed Hardware to CML. If you fail to timely return any Hardware as set forth in the foregoing sentence, CML shall be entitled to assess on and invoice you for and you agree to pay to CML within thirty (30) days of invoice, a late return fee of one hundred dollars (\$100.00) per unit of unreturned Hardware for each seven-(7-) day period or part thereof, that such Hardware remains unreturned. Additionally, the de-installation or removal of any Hardware from any Taxi and the return of any such Hardware, shall be at your sole cost and expense and shall only be performed by a person or entity authorized by CML to perform such services.

12. Warranty Disclaimers; Limitation of Liability.

12.1. Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH ELSEWHERE IN THE AGREEMENT, THE HARDWARE AND ANY OTHER SOLUTIONS ARE BEING PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT ANY OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. YOU (i) ACKNOWLEDGE THAT, FROM TIME TO TIME, CML-PROVIDED PAYMENT SYSTEMS OR OTHER SOLUTIONS MAY EXPERIENCE DOWN TIME OR MAY BE TEMPORARILY UNABLE TO PROCESS ELECTRONIC PAYMENTS OR PERFORM OTHER FUNCTIONS FROM TIME TO TIME and (ii) AGREE THAT CML SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES RESULTING FROM SUCH DOWN TIME OR TEMPORARY INABILITY TO PROCESS ELECTRONIC PAYMENTS OR PERFORM OTHER FUNCTIONS.

12.2. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY: (i) CML'S AGGREGATE LIABILITY IN CONNECTION WITH THE AGREEMENT AND THE SOLUTIONS, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL NOT EXCEED THE AMOUNTS PAID BY YOU TO CML UNDER THE AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE INCIDENT UNDERLYING CML'S PURPORTED LIABILITY; AND (ii) CML SHALL NOT BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOST PROFITS), EVEN IF CURB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ON CML'S LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY CML'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE FOREGOING STATES THE ENTIRE LIABILITY OF CML WITH REGARD TO THE AGREEMENT AND THE SOLUTIONS. THE LIMITATIONS OF LIABILITY CONTAINED IN THESE TERMS AND CONDITIONS ARE A FUNDAMENTAL PART OF THE BASIS OF CML'S BARGAIN HEREUNDER AND CML WOULD NOT ENTER INTO THE AGREEMENT ABSENT SUCH LIMITATIONS.

13. Default and Termination.

13.1. Termination for Breach. If CML or you fails to perform any of its material obligations hereunder and such failure continues for a period of thirty (30) days after receipt of written notice from the other party, then the other party shall have the right to terminate this Agreement immediately by providing written notice to the breaching party; provided, further, that, if CML withholds the provision of any Solutions as a result of your breach, such withholding of Solutions shall constitute notice to you of your failure to perform certain of your material obligations hereunder and CML shall have the right thereafter to terminate this Agreement pursuant to this Clause 13.1 without further notice to you and pursue any and all remedies that may be available to CML, whether under the Agreement, at law or in equity.

13.2. Required Termination. CML may terminate the Agreement, or terminate or suspend your ability to accept or submit Payments for processing, immediately and without prior notice if any of the following occurs:

- (a) a Payment Network de-registers CML;
- (b) a Payment Processor ceases to be a member of a Payment Network for any reason;
- (c) a Payment Processor fails to have a valid license with a Payment Network or permission to use any Payment Network's trademarks or logos;
- (d) CML, a Payment Processor or a Payment Network deems any activity by you or your Affiliates to be fraudulent or otherwise harmful to the business of CML, any Payment Processor or any Payment Network; or
- (e) CML is asked, instructed, required or ordered by a Processor, a Payment Network, the Financial Conduct Authority, Transport for London (TfL), another regulatory body or a court or arbitrator or competent jurisdiction to terminate the Agreement or your ability to access or use any of the Solutions.

13.3. Termination for Insolvency. CML may immediately terminate the Agreement by providing written notice to you if you file or have filed against you or you consent to the filing of, any petition under any bankruptcy or insolvency law of any jurisdiction, make an assignment

for the benefit of your creditors or consent to the appointment of a custodian, receiver or similar official for any substantial part of your business or assets.

13.4. Termination for Non-Viability. If CML determines that any Solution is no longer viable, then CML may, in its sole discretion, terminate the Agreement with respect to such Solution by providing you with no less than ninety (90) days' prior written notice thereof.

13.5. Effect of Expiration or Termination. Upon expiration or termination of the Agreement, all licenses granted to you hereunder shall automatically terminate and you shall: (i) promptly return to CML all CML-owned Hardware in accordance with Clause 11.7 above; and (ii) immediately delete and fully remove all DASH software applications, Way2Cloud and any other software included in the Solutions from all of your computing devices and immediately cease using or accessing such software. Outstanding payment obligations hereunder and Clauses 3, 8, 9, 11, 12, 13.5, 14, 15, 16.4, 18, 19.4, 19.9 and 20, shall survive the expiration or termination of the Agreement; provided, further, that, without limiting the generality of the foregoing, other than exclusivity, all of your obligations hereunder shall survive any expiration or termination of the Agreement until CML has received all Hardware provided hereunder for which title thereto has not passed to you.

14. Confidentiality and Non-Disclosure.

14.1. Confidential Information. You acknowledge and agree that in the performance of the Agreement you may gain access to or may be exposed to, directly or indirectly, confidential information of CML ("**Confidential Information**"). CML's Confidential Information includes all data derived from or generated by your use of the Solutions, CML's marketing and business plans and CML's business, financial, technical, operational and other non-public information. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes part of the public domain through no act or omission on the part of you, your Affiliates or your Permitted Persons; (ii) was possessed by you prior to the Effective Date without an obligation of confidentiality; or (iii) is disclosed to you by a third party having no obligation of confidentiality with respect thereto.

14.2. Non-disclosure Obligation. You acknowledge and agree that: (i) all Confidential Information shall remain CML's exclusive property; (ii) you shall not use Confidential Information for any purpose other than exercising your rights or performing your obligations under the Agreement; (iii) you shall not disclose Confidential Information to any third party except to your employees, officers, contractors, agents and service providers ("**Permitted Persons**") as necessary to perform under the Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use no less protective than the terms hereof; and (iv) you shall return or destroy all Confidential Information upon the expiration or termination of the Agreement or at CML's request.

15. Data Privacy.

15.1. Disclosure of Your Information. Subject to Applicable Law, CML and its Affiliates may, but shall not be required to, provide to you, an actual or prospective Payment Processor, an actual or prospective Payment Network, an actual or prospective Taxi passenger, an insurer and/or relevant authorities or regulatory agencies, any information (including personal information about you, your Affiliate, your and your Affiliates' Permitted Persons, any Taxi driver or any Taxi trip) if: (i) there is an accident or incident involving a Taxi; (ii) there is a complaint, dispute or conflict between or among you, a Taxi driver and an actual or prospective Taxi passenger; (iii) it is necessary to enforce the terms of the Agreement; (iv) it is requested or required by an actual or prospective Payment Processor, an actual or prospective Payment Network, the Financial Conduct Authority or another regulatory body; (v) it is required, in CML's sole discretion, by Applicable Law (e.g., CML or its Affiliates receive a subpoena, warrant or other legal process for information); or (vi) it is necessary in CML's or any CML Affiliate's sole discretion.

15.2. Access to Information. Information provided by you and Taxi drivers and collected about you and Taxi drivers may be transferred or accessed by CML and its Affiliates around the world, including in jurisdictions that may have less protective privacy laws than your country. CML and its Affiliates located in the United States of America abide by the Safe Harbor frameworks set forth by the U.S. Department of Commerce regarding the collection, use and retention of personal information collected by organizations in the European Economic Area and Switzerland. You expressly consent to CML's and its Affiliates' use of location-based services and you expressly waive and release CML and its Affiliates from any and all liability, claims, causes of action or damages arising from your or your Affiliates' or Taxi drivers' use of the Solutions or in any way relating to the use of the geo-location and other location-based services.

15.3. Collection of Personal Data. CML and its Affiliates may collect personal data of you, your Permitted Persons and your Taxi drivers during the course of your application for and/or use of, the Solutions, which information may be stored, processed and accessed by CML and its Affiliates for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research and such other purposes consistent with CML's and its Affiliates' legitimate business needs. You expressly consent to such use of personal data.

16. Insurance; Indemnification.

16.1. Liability Insurance. You represent, warrant, covenant and agree that each Taxi will be, at all times during the Term, covered by and subject to a duly issued and effective liability insurance policy that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the minimum requirements to operate a public vehicle for-hire within the Territory. This coverage must also include any no-fault coverage required by law or regulation in the Territory that may not be waived by an insured. You agree to provide CML, upon CML's request, a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Clause 16.1. Furthermore, you must provide CML with written notice of cancellation of any insurance policy required hereunder. CML does not have any right to control your selection or maintenance of your insurance policy.

16.2. Personal Automobile Insurance. You understand and acknowledge that your personal automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist or other coverage for the Taxi or any services provided therein. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not CML's, to resolve them with your insurer(s).

16.3. CML Insurance. During the Term, CML may (but has no obligation to) maintain insurance related to your provision of transportation services in the Taxis as determined by CML in its sole discretion, provided that CML and its Affiliates are not required to provide you with

any insurance coverage for any loss to you or your Taxi. You are required to promptly notify CML of any accidents involving any Taxi equipped with Hardware and to cooperate and provide all necessary information related thereto.

16.4. Indemnification. You shall be liable for and shall indemnify and defend the CML Indemnitees from and against and hold the CML Indemnitees harmless with respect to, any and all Claims or Losses suffered or incurred by any of them as a result of or in connection with (i) any accident or incident involving any Taxi or the operation of any Taxi, regardless of fault, (ii) any Claim by any Taxi driver or other third party involving your actual or alleged failure to pay any amounts (including any portion of any Taxi fare) to a third party, (iii) any other Claim arising from or in connection with the operation of any Taxi or (iv) your breach of your representations, warranties or obligations under the Agreement.

17. Representations and Warranties. You hereby represent and warrant that: (i) you own or are otherwise duly authorized to enter into contracts binding on the Taxi(s); (ii) you have full power and authority to enter into the Agreement and perform your obligations thereunder; (iii) you have not entered into and, during the Term, you will not enter into, any agreement that would prevent you from performing your obligations under or otherwise fully complying with, the Agreement; and (iv) you will comply with all Applicable Laws in your operation of the Taxi(s) and use of the Solutions, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to legally drive, lease, rent, hire out or otherwise operate a taxicab or other public vehicle for-hire in the Territory.

18. Relationship of the Parties.

18.1. Independent Contractors. The relationship between you and CML under the Agreement is solely that of independent contractors. You and CML expressly agree that: (a) the Agreement is not an employment agreement, nor does it create an employment relationship, between or among, on the one hand, you, any of your Affiliates or any Taxi driver and, on the other hand, CML or any of its Affiliates or contract partners; and (b) no joint venture, partnership or agency relationship exists between or among, on the one hand, you, any of your Affiliates or any Taxi driver and, on the other hand, CML or any of its Affiliates or contract partners.

18.2. No Authority. You have no authority to bind CML or its Affiliates or contract partners and you undertake not to and will ensure that Taxi drivers do not, hold yourself or any Taxi driver out as an employee, agent or authorized representative of CML or its Affiliates or contract partners or the Ehaul Platform. Where, by implication of Applicable Law or otherwise, you or any Taxi driver may be deemed an agent or representative of CML, you undertake and agree to indemnify and defend (at CML's option) each of the CML Indemnitees and hold them harmless, from and against any Claims or Losses suffered or incurred by any of them as a result of or in connection with any Claim by any person or entity based on such implied agency or representative relationship.

19. Miscellaneous Terms.

19.1. Entire Agreement. The Agreement, together with any terms or conditions of use of any software included in the Solutions, constitutes the entire agreement and understanding of you and CML with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter.

19.2. Subcontractors. You acknowledge and agree that CML may engage subcontractors to perform any of its obligations under the Agreement.

19.3. Force Majeure. CML shall not be responsible for any failure to fulfil its obligations hereunder due to causes beyond its reasonable control, including, without limitation, acts or omissions of government or military authority, acts of God, acts of terrorism, pandemics, telecommunications outages or downtime, Payment Network or Payment Processor outages or downtime, shortages of materials, transportation delays, fires, floods, labour disturbances, riots and wars.

19.4. Further Assurances. You shall duly execute, deliver and cause to be executed and delivered, all papers, certificates, instruments, notices and other documents that may be necessary to perfect or evidence the rights and benefits of CML hereunder and/or the rights and benefits intended to be granted to CML hereunder.

19.5. Modification. CML may modify or amend these Terms and Conditions at any time effective upon publishing such modified or amended Terms and Conditions to its website or providing you with written notice of such modified or amended Terms and Conditions. Further, CML may adjust the fees, charges or prices applicable to any or all of the Solutions at any time effective upon providing you with no less than ten (10) working days' prior notice. You hereby acknowledge and agree that, by using the Solutions or downloading, installing or using any software included in the Solutions, you are bound by the then-current version of these Terms and Conditions and the then-current pricing of such Solutions. Continued use of any Solutions after any such modifications or amendments shall constitute your consent to such modifications, amendments or adjustments.

19.6. No Waiver. The failure of CML to enforce any right or provision in the Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by CML in a written document executed by an authorized representative of CML.

19.7. Severability. If any provision of the Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions thereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of the Agreement.

19.8. Assignment. Neither party may assign or transfer the Agreement or any of its rights or obligations thereunder, in whole or in part, without the other party's prior written consent; *provided, however*, that, notwithstanding the foregoing, CML may assign or transfer the Agreement or any or all of its rights or obligations under the Agreement from time to time without your consent as follows: (A) to an Affiliate; or (B) to an acquirer of all or substantially all of CML's equity or all or substantially all of CML's business and assets related to the Solutions. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the successors and permitted assigns of each party.

19.9. No Third-Party Beneficiaries; Exclusion of Third-Party Rights. There are no third-party beneficiaries to the Agreement. Nothing contained in the Agreement is intended to or shall be interpreted to create any third-party beneficiary claims. Other than the rights of CML Indemnitees to enforce your indemnification, defence and hold harmless obligations under the Agreement and the rights of CML's Affiliates and licensors to enforce your obligations under the Agreement regarding intellectual property and Confidential Information, the parties to



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the Agreement do not intend that any term of the Agreement should be enforced, by virtue of the Contracts (Rights of Third Parties) 1999, by any person or entity that is not a party to the Agreement.

19.10. **Notices.** Any notice delivered by CLM to you under the Agreement will be delivered by email or by posting on any portal available to you as part of the Solutions. Any notice delivered by you to CLM under this Agreement will be delivered by you to CLM at the following address: Curb Mobility Limited, Unit 4 Heron Trading Estate, Alliance Road, Acton, London W3 0RA, England; Attention: Legal Department.

20. Governing Law; Arbitration of Disputes.

20.1. **Governing Law.** The interpretation of this Agreement shall be governed by the laws of England, without regard to the choice or conflicts of law provisions of any jurisdiction. Subject to Clause 20.2 below, any Disputes shall be subject to the exclusive jurisdiction of the English courts.

20.2. **Disputes Subject to Arbitration.** Other than Disputes regarding the intellectual property rights of the parties or enforcing claims for injunctive or equitable relief, any other Dispute shall be resolved by binding arbitration before one (1) arbitrator. The arbitration shall be administered by JAMS (Judicial Arbitration & Mediation Services) and conducted in accordance with the expedited procedures set forth in the JAMS Streamlined Arbitration Rules & Procedures. Those rules are available here: <http://www.jamsadr.com/rules-streamlined-arbitration/>. The arbitration shall be held in London, England and conducted in the English language. The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement or unless otherwise required by applicable law or the order of a court of competent jurisdiction. If CML is not the prevailing party on any claim in arbitration, the arbitrator shall have authority to award you with compensatory damages only and is not empowered or permitted to award you any consequential, punitive, exemplary or multiple damages and you expressly waive any right to recover any such damages. In any arbitration arising out of or related to the Agreement, the arbitration costs and fees (including the fee for the arbitrator) shall be shared equally by the parties and each party shall be solely responsible for its other respective costs and attorneys' and experts' fees incurred in connection with the arbitration. The prevailing party in any arbitration arising out of or related to the Agreement shall be entitled to recoup and the arbitrator shall award to the prevailing party, its reasonable costs and attorneys' and experts' fees incurred in connection with the arbitration. Judgment on any award in arbitration may be entered in any court having jurisdiction. Notwithstanding the foregoing, each party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief. Nothing herein shall be taken or construed as precluding either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

END OF UNITED KINGDOM TAXI SYSTEMS TERMS AND CONDITIONS