# DAYTRIP COOPERATION AGREEMENT

This is a cooperation agreement ("Agreement") between you ("Driver"), an independent provider of transport and related services ("Transport Services") and Daytrip (as defined below). Please read this Cooperation Agreement carefully before you agree to it. If you have any questions or concerns, feel free to reach out to us or consult a lawyer.

#### **DRIVER'S IDENTIFICATION:**

Business Name:	Lulini Transport	
Company Id Number:	11001008976	
Tax Identification Number:	11001008976	
Email:	Iulini2023@gmail.com	
Headquarters address:	Kutaisi Kharebavas 2/105	
Correspondence Address (if different from above) :	Kutaisi Kharebavas 2/105	
Tax residence Country:	Georgia	
Please list initial countries where you want to provide the Transport Services and have Permits under section DRIVER'S DECLARATIONS AND GENERAL UNDERTAKINGS:	Georgia	

#### INTRODUCTION

Daytrip operates the website mydaytrip.com, and other websites, applications and booking tools operated by Daytrip, as identified below (collectively, the "Platform") governed by Daytrip's Terms of Use available from <a href="https://mydaytrip.com/terms">https://mydaytrip.com/terms</a> ("Daytrip Terms"). The "Platform" further includes any third party websites, applications or booking tools in cooperation with Daytrip, which refer to the Daytrip Terms or which refer to Daytrip as the ultimate provider of booking services ("Third Party Platform").

The Platform is a forum that enables interested parties (each a "User") to find, request and/or receive Transport Services from you and other third party service providers. Users book the Transport Services through the Platform by selecting the place, date and time of departure, destination, payment method and confirming the order. If available, the User may also select for the Driver to make stops along the way and the places where those stops should be. The services provided by Daytrip to the Users are referred to as the "Booking Services". For purposes of this Agreement, "Passenger" shall mean a person who will ride in the Driver's vehicle and use the Transport Services booked through the Platform, which may include the User.

This Agreement sets out the terms of cooperation under which Daytrip shall arrange opportunities for the Driver to provide Transport Services to Passengers and the Driver shall comply with the obligations specified in this Agreement.

#### **DAYTRIP ENTITIES**

To the extent the Driver intends to provide Transport Services anywhere except in the U.S., "Daytrip" shall mean DAYTRIP EUROPE LTD, 41 Devonshire Street, London, United Kingdom,

W1G 7AJ, which operates in and from Czechia through its registered branch DAYTRIP EUROPE Ltd - odštěpný závod, ld. No. 06160531, Běhounská 5/18, Brno-město, 602 00 Brno, Czechia (further also as "Daytrip Global").

To the extent the Driver intends to provide Transport Services at least partially in the U.S. (further also as "U.S. Driver"), "Daytrip" shall mean Intercity Transfer Services US, Inc., a Delaware corporation, 838 Walker Road Suite 21-2, Dover, Delaware 19904 (further also as "Daytrip U.S.").

If the Driver provides Transport Services within and outside the U.S., then both Daytrip entities are parties to this Agreement with the Driver, and the terms in this Agreement applicable to services performed in the U.S. shall apply when the Driver is providing Transport Services in the U.S., and the terms in this Agreement applicable to services performed outside the U.S. shall apply when the Driver is providing the Transport Services outside the U.S.

#### **ONLINE PROFILE**

For the purpose of the cooperation under this Agreement the Driver and Daytrip shall communicate through an online profile maintained by Daytrip and accessible via a link which the Driver received before or will receive after signing this Agreement or via a mobile app by Daytrip, if available ("**Profile**"). Driver agrees to maintain Driver's Profile access information confidential and to immediately notify Daytrip of any actual or suspected breach or improper use or disclosure of the Driver's Profile information.

#### **DRIVER'S DECLARATIONS AND GENERAL UNDERTAKINGS**

- The Driver confirms that its familiar with Daytrip Terms and undertakes to regularly follow any amendments to the Daytrip Terms and to comply with the Daytrip Terms.
- The Driver undertakes to have all licenses, permits and insurances necessary to provide Transport Services as an independent contractor in all countries (and for the U.S. in all States and cities) where the Driver intends to provide Transport Services as communicated to Daytrip when entering into this Agreement and as amended via the Profile and to follow any other requirements set forth in the Daytrip Terms ("Permits"). The Driver must possess the Permits no later than on the date when the Driver provides the first Transport Service to any User based on a booking through the Platform. The Driver undertakes to maintain the Permits throughout the time the Driver provides the Transport Services to Users, and to inform Daytrip immediately in case the Permits are lost, suspended, or the Driver ceases business operations. If the Driver is an entity and/or if the Driver employs other individuals to provide the Transport Services, then the Driver have all necessary Permits. The scope of the Transport Services is defined in the Daytrip Terms.
- The Driver undertakes to keep all information in the Profile true and updated and to provide via
  the Profile any information and documents that may be reasonably required by Daytrip in
  connection with the cooperation under this Agreement; in particular the details about the
  Driver's preferences and availability for the Transport Services and copies of documents
  related to Permits.
- The Driver understands and agrees that Daytrip shall perform a background check of the
  Driver using the Driver's social security number (for U.S. Drivers, and otherwise if applicable)
  or other available identification.
- Driver agrees to provide proof of its personal insurance and commercial insurance for accidents, before providing any Transport Services to the extent such insurance is mandatory in any country or State or city where the Driver intends to provide Transport Services.
- Driver agrees for Daytrip to share Driver's name, photograph and contact details with Users
  that have booked a Transport Services and with Daytrip Partners (as defined below), to the
  extent reasonably required under the terms of cooperation between Daytrip and Daytrip's
  Partners and as required under applicable law.
- Driver agrees to comply with Daytrip's training program prior to providing any Transport Services.

- The Driver has reviewed and agrees to follow Daytrip's Zero-tolerance Intoxicating Substance Policy.
- The Driver undertakes to regularly follow the Profile for any updates from Daytrip.
- The Driver hereby undertakes to comply with the section COUNTRY, STATE OR CITY SPECIFIC RULES, to the extent Driver intends to provide Transport Services in any country or State or city specified in that section.

#### **RESALES**

Daytrip is allowed to use third parties in arranging opportunities for the Driver to provide Transport Services, such as operators of Third Party Platforms or other resellers and agents ("Daytrip's Partners"). If Daytrip informs the Driver about the terms of cooperation with a particular Daytrip's Partner which involves any additional obligations applicable to the Driver, the Driver undertakes to comply with such terms.

# **BOOKING OF TRANSPORT SERVICES**

<u>Step 1:</u> If a User makes a booking via the Platform, which aligns with the Driver's availability, Daytrip may send the details of such booking to the Driver via the Profile. In urgent cases Daytrip may contact the Driver directly via phone, email, or messaging application.

<u>Step 2:</u> The Driver has 14 hours (unless the communication from Daytrip states a shorter deadline) to either accept or decline the booking via the same channel as used by Daytrip. The Driver shall undertake best efforts to accept or decline the booking as soon as practicable after reception of the indicative booking.

<u>Step 3a:</u> After accepting the booking, the Driver is obliged to perform the Transport Services according to the booking details and in line with the Daytrip Terms and this Agreement.

<u>Step 3b:</u> If the Driver declines the booking or does not accept the booking within the deadline, Daytrip may offer the booking to another provider of Transport Services.

It is in the full discretion of Daytrip to offer the Users' bookings to any Driver. Daytrip may freely decide the number and frequency of the bookings offered to a Driver, regardless of the Driver's preferences and availability. Daytrip may withdraw the booking offered to a Driver even before the Driver declines the booking or misses the deadline for the confirmation; Daytrip shall use its reasonable efforts to limit such withdrawals to necessary cases only.

# **TRANSPORT SERVICES:**

Upon Daytrip's confirmation, the Driver shall directly, or via the Platform (per Daytrip's choice), contact the User to agree upon the details of the pick-up place of departure (e.g. the detailed address within the selected city) for each booking accepted by the Driver. If the Driver fails to agree on the details, Daytrip is authorized to agree such details on behalf of the Driver with the User and shall notify such details to the Driver via his/her Profile. The agreed pick-up details are binding for the Driver. The Passenger concludes the agreement on Transport Service with the Driver; Daytrip is not a party in such agreement.

Daytrip only represents the Driver in communication with the User (whether directly or via a Daytrip's Partner) about the Transport Service. The Driver must provide the Transport Service to the Passenger in compliance with all applicable laws. The Driver agrees that it shall not offer or sell any additional services or goods to the Passengers.

The Driver must be at the agreed pick-up location at least 20 minutes before the agreed pick-up time. The Driver shall undertake his/her best effort to arrive at the destination at the estimated time, and will ensure that he/she can be reached by phone by Daytrip and/or the Passenger before, during, and after the trip.

#### **VEHICLE REQUIREMENTS**

The Driver must comply with the following requirements for the vehicles that may be used to provide the Transport Services:

- The Driver must ensure the vehicle matches the car category according to the booking and according to the rules issued by Daytrip and communicated to the Driver by Daytrip via the Profile.
- The vehicle shall not be older than 10 years at the scheduled completion of any trip.
- The vehicle shall meet all legal requirements for the Transport Services in each country, State and city or other region (if specific) where the Driver intends to provide Transport Services.
- The vehicle shall be clean and in good working condition.
- The Driver must only use vehicles approved by Daytrip. The Driver shall specify each vehicle
  intended for the Transport Services in the Profile and shall provide all information and upload
  all documents to such vehicle as requested by Daytrip. Daytrip will notify the Driver of the
  approval or rejection of the car via the Profile. Driver shall not be allowed to provide Transport
  Services as a Daytrip Driver unless the vehicles reported in its Profile have been expressly
  approved by Daytrip.
- If the Driver intends to change the vehicle used to provide Transport Services, it shall update its Profile with the new vehicle information. Such vehicle may only be used if and after the vehicle is approved by Daytrip. If the new vehicle is approved by Daytrip, the terms of this Agreement will apply to the new vehicle. The Driver shall not be allowed to use any vehicle not expressly approved by Daytrip and Daytrip reserves the right to terminate this Agreement if the new vehicle proposed by the Driver does not comply with the terms set forth herein or applicable law, or is rejected by Daytrip for any other reason.

#### **DRIVER'S LIABILITY**

For each case when (i) the Driver does not appear at the agreed pick-up location at least on the agreed pick-up time with a car in full compliance with this Agreement, or (ii) the Driver is not capable for any reason (including vehicle damage) to complete the trip, the Driver authorizes Daytrip to arrange, at Daytrip's discretion and at the Driver's expense any of the following:

- offer Passenger and/or User the Transport Service with another provider of Transport Services;
- offer Passenger and/or User a replacement transport of an amounting price up to 300% of the price agreed for the Transport Service not performed by the Driver.

If the Passenger and/or User accepts any of the above stated offer, Daytrip is authorized to arrange the accepted remedy on behalf of the Driver. Daytrip shall undertake reasonable efforts to select the most economical comparable replacement transport available.

The Driver must always inform Daytrip of any event that may prevent the Driver from completing a trip, without undue delay, but no later than within 15 minutes of the occurrence of such event. Without prejudice to the above, the Driver and Passenger may agree, for the Driver itself to arrange the Transport Services with another provider. In such a case, the Driver must ensure the same or higher level of service, as if it were provided by the Driver.

If the Driver breaches the obligation to be at the pick-up location on time with an appropriate car, the Driver shall pay Daytrip upon Daytrip's request a contractual penalty of 50% of the price agreed for the Transport Service missed by the Driver and always at least \$100, or the equivalent amount converted from the payment settlement currency. Daytrip is entitled to compensation for the damages exceeding the contractual penalty. If the User or Passenger cancels the Transport Service in accordance with the Daytrip Terms, the Driver undertakes to refund any amounts paid by the User or the Passenger in accordance with the Daytrip Terms. The Driver authorizes Daytrip to refund any such amounts to the User or the Passenger on behalf of the Driver. The Driver agrees to compensate Daytrip for any payments which Daytrip made on the Driver's behalf.

# **PENALTY GUIDELINE:**

The Driver is obliged to comply with Driver's duties listed in "Penalty Guideline" available in Driver's Profile. In case that the Driver breaches Driver's duties under the Penalty Guideline, the Driver shall pay Daytrip a contractual penalty in the amount up to 100 % of the price agreed for the Transport Service. The Driver acknowledges and agrees that Daytrip may change the Penalty Guideline from time to time. Daytrip will notify the Driver of any change to the Penalty Guide at least 30 days prior to the effectiveness of such change. If the changes are detrimental to the Driver, the Driver may object to the changes by notification to Daytrip within the deadline. In such a case, Daytrip may at its

discretion either terminate the cooperation with the Driver, effective as of the planned effectiveness of the changes to the Penalty Guideline or notify to the Driver that the changes to the Penalty Guideline will not apply to the Driver.

#### **INCIDENTS**

Upon engaging in any material incident, including a vehicle accident of any nature, related to the Driver's Transport Services, the Driver must report this immediately by email or phone to Daytrip, no later than one hour from its occurrence. The Driver undertakes to provide Daytrip and Daytrip's Partners, if applicable, with any reasonably requested assistance related to investigation of the incident and settlement of any claims related to the incident. In particular, if requested so by Daytrip, the Driver shall introduce Daytrip to the Driver's insurer and include Daytrip in communications related to any claims under the incident. If any Passenger is injured in the accident, the Driver shall: (i) provide reasonable medical support and assistance to Passengers in need of such assistance; (ii) provide appropriate language translation services to the Passengers, if they don't speak the local language and the Driver does; and (iii) obtain all relevant Passenger insurance details and, if requested by Daytrip, supply this to Daytrip including name and contact details of the insurer and the relevant policy number.

#### **INDEMNIFICATION**

The Driver shall indemnify and hold harmless Daytrip from and against any and all claims, actions, suits, damages, costs and expenses, including reasonable fees and disbursements of counsel, asserted against or incurred by Daytrip arising out of or in connection with the Driver's Transport Services.

#### **DRIVER'S FEE**

The Driver shall be paid for rendered Transport Service in an amount calculated by Daytrip by way of a formula disclosed via the Profile. The Driver confirms that it is familiar with the formula as of the date of this Agreement and instructs Daytrip to present the price calculated with the formula to the Users via the Platform for the purpose of indicative bookings. If the Driver does not agree with such prices in future, the Driver may always:

- (i) reduce his/her availability to zero or
- (ii) ask Daytrip to offer the Driver's Transport Services for a price indicated by the Driver, if such option is technically practicable for Daytrip's booking system.

Once the Driver, or Daytrip on the Driver's behalf, confirms the booking of a Transport Service for a specific price, such price is binding and the Driver agrees not to alter such price and to not demand any additional payment for the Transport Service from the User.

## **PAYMENT SETTLEMENTS:**

The Driver agrees to use a payment services provider per Daytrip's instruction in order to collect payment from the User and Passenger for a Transport Service in accordance with Daytrip Terms (**Payment Processor**). The Driver shall comply with the terms and conditions of the Payment Processor, to the extent applicable. The Driver shall provide any details necessary for payment processing, in particular to comply with any anti-money laundering requirements. In exceptional cases where such collection is not practicable, or where the User or Passenger opts for cash payment, the Driver shall collect the payment in cash directly from the Passenger. The Driver authorizes Daytrip to issue a payment confirmation to the User on behalf of the Driver at Daytrip's discretion. The Driver must inform Daytrip if becoming a VAT payer (not applicable for Drivers who intend to provide the Transport Services only in the U.S.)

If the User requests an invoice for the ordered Transport Services or if the Driver has such an obligation under applicable laws, the Driver is obliged to provide the User with the invoice. Daytrip is not liable for the compliance of issued invoices with legal requirements and any complaints regarding the invoices must be settled solely between the User and the Driver.

#### **DAYTRIP'S FEE**

Unless agreed otherwise between the Driver and Daytrip, the Driver shall pay Daytrip a remuneration for Daytrip's services under this Agreement from the fees for each Transport Service provided, except in the case of fully refunded Transport Services (**Daytrip's Fee**). Daytrip's Fee is generally 23-30% of the fees paid for Driver's Transport Services, the exact rate or amount of Daytrip's Fee shall be agreed by way of the Driver accepting the booking which indicates Daytrip's Fee. The Driver and Daytrip may agree on Daytrip's Fee outside the default range, in particular by way of Daytrip suggesting a special rate or amount of Daytrip's Fee in the booking offer and the Driver accepting such booking.

Unless otherwise agreed between the Driver and Daytrip, Daytrip's Fee shall be paid as follows:

The Payment Processor shall deduct Daytrip's Fee directly from the collected fees for Transport Services and forward it to Daytrip. The Driver authorizes Daytrip to agree to such terms with the Payment Processor and undertakes to provide any cooperation required for such setup.

If the direct deduction is not possible (for example if the fee for Transport Service is collected by the Driver and other fees are not sufficient to cover Daytrip's Fee), then the Driver pay the Daytrip's Fee within fourteen days after the date of the Transport Service to the bank account of Daytrip as notified to the Driver via the Profile or otherwise.

# **COOPERATION TOWARDS TAX AUTHORITY**

Daytrip is obliged to report specific information about its cooperation with the Drivers periodically to the relevant tax authority. If Daytrip asks the Driver for a cooperation relating to such reporting and the Driver does not provide Daytrip with the requested cooperation even after two reminders for the cooperation, Daytrip is entitled to terminate or suspend cooperation with the Driver, terminate or suspend Driver's Profile and disable new registration of the Driver with immediate effect or not provide the Driver (in cooperation with the Payment Processor) with the Driver's fee until the Driver provides the requested cooperation.

## CONFIDENTIALITY

The parties agree that all information contained in this Agreement and all information delivered by a party hereto in connection with the cooperation under this Agreement, whether delivered prior to the date hereof or not, are confidential (**Confidential Information**). Each party agrees to keep the Confidential Information reserved and not to disclose the Confidential Information to any person or entity without the prior written consent of the other party; except that (i) each party may use the Confidential Information in the extent required for provision of the Booking Services and Transport Services; (ii) each party may disclose Confidential Information to any necessary representatives and affiliates if such representatives and affiliates have been instructed to keep the Confidential Information reserved in accordance with the terms of this Agreement and (iii) Daytrip may use the Confidential Information in the extent required for pursuing any claims under this Agreement or under the Daytrip Terms. This section shall not apply to any disclosure, announcement or written statement required to be made by law or the regulations of any governmental entity, except that the party required to make such announcement shall consult with the other parties concerning the timing and content of such announcement before such announcement is made.

#### **MISCELLANEOUS**

This Agreement is made for an indeterminate period and may be terminated by either party with a one week notice. In addition to the communication via the Profile, which applies to communication about the services under this Agreement, any communication related to this Agreement (such as termination notice) must be written in the English language and sent by email to the address of the party stated at the beginning of this Agreement. Communications are deemed to be delivered on the date on which they are sent unless the sending party receives an out-of-office reply or failure of delivery message. In such a case the party may try to deliver the email again or use a mail address of the party stated at the beginning of this Agreement. Each party may update its communication address by notice in accordance with this section. No party shall be released from its obligations upon any change of circumstances.

#### **GOVERNING LAW AND ARBITRATION FOR DAYTRIP GLOBAL**

This Agreement between the Driver and Daytrip Global is to be governed by and construed in accordance with the laws of the Czech Republic. All disputes arising out of or relating to this Agreement (including its formation, performance, interpretation, applicability, enforceability, or alleged breach) between the Driver and Daytrip Global, shall be resolved exclusively by the competent courts of the Czech Republic competent for Prague 1.

#### **GOVERNING LAW AND ARBITRATION FOR DAYTRIP U.S.**

This Agreement between the Driver and Daytrip U.S. is to be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof.

All disputes arising out of or relating to this Agreement (including its formation, performance, interpretation, applicability, enforceability, or alleged breach) between the Driver and Daytrip U.S. will be exclusively resolved under confidential binding arbitration held in Los Angeles County, California in accordance with the rules and procedures of the American Arbitration Association ("AAA"). The parties shall request that AAA appoint a single arbitrator. The award rendered by the arbitrator will be binding and may be entered as a judgment in, and enforced by, any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement will be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. Notwithstanding the foregoing, Daytrip will have the right to seek injunctive or other equitable relief in state or federal courts located in Los Angeles County, California to enforce these terms or prevent an infringement of a third party's rights. In the event equitable relief is sought, each party hereby irrevocably submits to the personal jurisdiction of such court.

#### **WAIVER OF JURY TRIAL**

EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS COOPERATION AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

## **COUNTERPARTS**

This Agreement can be engaged in any number of counterparts and it can be entered into by the Driver signing by ink or by electronic means, including by exchanging scanned copies of signed documents or by DocuSign or similar electronic tools or by the Driver filling in Driver's details and confirming his agreement herewith in an online form.

## **COUNTRY AND STATE SPECIFIC RULES**

To the extent the Driver intends to provide Transport Services in any State in the U.S.:

- The Driver understands and agrees that the Transport Services booked via Daytrip and provided by the Driver must be only pre-arranged services as described above and shall not offer Transport Services by street hails.
- TRANSPORTATION OF CHILDREN: If the Passenger is accompanied by a child, it is the
  obligation of the adult accompanying the child to bring their own child restraint system and
  ensure that a child restraint system is installed correctly, and that the child is properly secured
  in the child restraint system. Drivers must refuse to transport a child if the accompanying adult
  fails to bring its own child restraint system and secure the child in the child restraint system in
  accordance with state law regarding specific height, age, and weight requirements for using
  child restraint systems, which may be set forth on city-specific web pages. If the Driver

believes that a rider is improperly transporting a child without a child restraint system or improperly installed and secured child restraint system or putting the child at a safety risk or the Driver at risk of a legal violation, please refuse service or cancel the trip and report it to Daytrip. Drivers may not transport a minor that is not supervised by an adult passenger.

To the extent the Driver intends to provide Transport Services in **California**:

- The Driver hereby declares to be at least 21 years old and to possess a valid California driver's license
- The Driver hereby declares to not have not been convicted of driving under the influence of drugs or alcohol, fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, and/or theft, acts of violence or acts of terror within the past seven years. Driver further understands and agrees that if Driver has committed any of the actions mentioned in the preceding sentence, Driver will not be permitted to provide services as Driver to be booked via the Platform.
- Driver agrees to provide Daytrip with at least one year of the Driver's driving history before providing any Transport Services and annually thereafter.
- The Driver shall ensure that the number of Passengers in each trip is not more than seven (7) Passengers, including the Driver.
- The vehicle shall meet all legal requirements for the Transport Services in the State of California;
- The vehicle shall fall under the following categories: street-legal coupes, sedans, or light-duty vehicles including vans, minivans, sport utility vehicles (SUVs) and pickup trucks. Hatchbacks and convertibles are acceptable.
- The Driver (and not Daytrip) is responsible for ensuring that the vehicle shall pass a 19-point inspection, at a facility licensed by the California Bureau of Automotive Repair before providing any Transport Services and every year or 50,000 miles thereafter. Such inspection shall include foot brakes, emergency brakes, steering mechanism, windshield, rear window and other glass, windshield wipers, headlights, tail lights, turn indicator, stop lights, front seat adjustment mechanism, doors (open, close, lock), horn, speedometer, bumpers, muffler and exhaust system, conditions of tires (including tread depth), interior and exterior rear view mirrors, and safety belt for driver and passenger. The Driver shall upload proof of inspection to the Profile without undue delay after each inspection.

To the extent the Driver intends to provide Transport Services in **Florida**:

- The Driver hereby declares to be at least 19 years old and to possess a valid Florida driver's license
- The vehicle shall meet all legal requirements for the Transport Services in the State of Florida;
- The Driver agrees to maintain primary automobile insurance that recognizes the Driver as a TNC Driver and covers the Driver while connected to the Daytrip's digital network or is performing the ride prearranged via the Platform. The Driver agrees to carry proof of the insurance coverage at all times while providing Transport Services.
- The Driver hereby declares to not have not been convicted, within the past five (5) years, of: driving under the influence of drugs or alcohol, reckless driving, hit and run, fleeing or attempting to elude a law enforcement officer, violent offenses or sexual battery, a crime of lewdness or indecent exposure under Florida Statutes Chapter 800; or, within the past three (3) years, has been convicted of driving with a suspended or revoked license; or is a match in the National Sex Offender Public Website.
- Driver agrees to provide Daytrip with at least three years of the Driver's driving record before providing any Transport Services.
- The Driver hereby acknowledges the following:
  - That Daytrip's Insurance coverage, including the types of coverage and the limits for each coverage, which Daytrip provides while the Driver uses a TNC vehicle in connection with the Daytrip's network have been disclosed to the Driver.
  - The Driver's own automobile insurance policy might not provide any coverage while the Driver is logged on to the digital network of Daytrip or while the Driver is providing the

Transport Services, depending on the terms of the Driver's own automobile insurance policy.

• If the Driver provides transportation services for a fee, and such services is not prearranged via Daytrip, the Driver could be subject to the coverage requirements imposed under Section 324.032(1) of the Florida Statutes and failure to meet such coverage requirements subjects the Driver to penalties provided in Section 324.221 of the Florida Statutes up to and including a misdemeanor of the second degree.







# INFORMATION ABOUT PROCESSING OF PERSONAL DATA for business partners of Daytrip Global (not applicable if you contract only with Daytrip U.S.)

Please refer to the information below on how we handle your personal data if you are interested in cooperation with Daytrip Global:

# (1) Who shall handle your data:

The company DAYTRIP EUROPE Ltd, 41 Devonshire Street, London, United Kingdom, W1G 7AJ, operating in and from Czechia through its registered branch DAYTRIP EUROPE Ltd - odštěpný závod, Id. No. 06160531, Běhounská 5/18, Brno-město, 602 00 Brno is a data controller, because it decides on why and how your data is processed (**Daytrip Global** or **we**). Daytrip Global uses services of various suppliers who handle your data as data processors. Daytrip Global may release your data to public authorities or other third parties if there is such statutory obligation. Some data may be shared with Users, Passengers and Daytrip Partners.

# (2) What data we handle, to what purpose and based on what ground:

- A. When we start talking about your cooperation with us, we process your data which you gave us (usually your CV) and data which you published (such as your LinkedIn or Facebook profile). Such processing qualifies as steps prior to entering into a contract and it is our legitimate interest.
- B. We comply with the statutory obligations related to our cooperation. We process the data as it is required by law. In particular, such data includes identification data, data on your remuneration and other data on our mutual relationship. We are explicitly bound by law to notify the tax authority on our cooperation and your identification data provided for such cooperation.
- C. We process your data in a way so that we can fulfill the contracts concluded between us. In doing so, for example, we process your name, photo, contact details and availability (Service information). Service information is handed also to the Passengers. This is, alongside with the fulfillment of the contract, also our legitimate interest we need this for our business development and contract procurement.
- D. To be able to evaluate our mutual cooperation, we process your identification details and details about the cooperation and about your Transport Services. Such processing is our legitimate interest - needed for effective management and development of our Booking Services
- E. To protect our rights. Such processing is our legitimate interest.

## (3) What is the period for which we will process your data:

For the period of 5 years from the termination of our cooperation, unless the law prescribes a longer period or we agree otherwise.

# (4) Where will your data be processed:

§ § Some of the processors may process your data in another state both within or outside the EU. If transferred outside the EU, your data will be transferred under the standard contractual clauses - more detailed information is available on the European Commission's website.

## (5) Your rights:

The data protection laws grant a variety of rights in the field of data protection to you. To the extent provided for under the applicable data protection laws - in particular the GDPR - you have the following rights:

- You may ask for access to your data processed from us (it means that you may ask what data we process and how we process them).
- You may ask for a restriction of the processing of your data (it means that we do not delete the data right now, but we will not work with it), if the applicable legal conditions are met.
- You may request deletion of your data if the applicable legal conditions are met.
- You may object to the processing (if you object to processing for which we rely on legitimate interest, we will restrict such processing, unless we prove serious and qualified legitimate

interest for the processing).

Please contact us to exercise any of the above-mentioned rights. If you believe that we are infringing legal regulations by processing your personal data, you have the right to lodge a complaint with a national supervisory authority (For Czechia the Czech Data Protection Office – www.uoou.cz).

You may contact us at: <a href="mailto:daytrip@mydaytrip.com">daytrip@mydaytrip.com</a>







# DRIVER'S RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (applicable only to the extent you contract with Daytrip U.S.)

Driver may request the following information about how Daytrip U.S. has collected and used Driver's Personal Information. For the purpose of this section, "Personal Information" and "Sensitive Personal Information" shall have the meaning given in the California Consumer Privacy Act of 2018 ("CCPA") (it does not include information exempted from the scope of the CCPA):

- The categories of Personal Information that Daytrip U.S. has collected.
- The categories of sources from which Daytrip U.S. collected Personal Information.
- The business or commercial purpose for collecting and/or selling Personal Information.
- The categories of third parties with whom Daytrip U.S. shares Personal Information.
- The specific pieces of personal information Daytrip U.S. has collected.
- Whether Daytrip U.S. has disclosed the Personal Information for a business purpose, and if so, the categories of Personal Information received by each category of third party recipient.
- Whether Daytrip U.S. sold the Personal Information, and if so, the categories of Personal Information received by each category of third party recipient.
- Access. Drivers may request a copy of the Personal Information that Daytrip U.S. has collected about them during the past 12 months.
- <u>Deletion.</u> Drivers may ask Daytrip U.S. to delete the Personal Information that Daytrip U.S. has collected from them.
- <u>Nondiscrimination.</u> Drivers are entitled to exercise the rights described above free from
  discrimination. This means that Daytrip U.S. will not penalize them for exercising their rights by
  taking actions such as denying them services; increasing the price/rate of services; decreasing
  service quality; suggesting that Daytrip U.S. may penalize them as described above for
  exercising their rights or retaliating against an employee, applicant for employment, or
  independent contractor for exercising their rights.

Categories of information that Daytrip U.S. collects, as defined in the CCPA:

- **Personal identifiers**, such as your name, address, email address, phone number, date of birth, government identification number (such as social security number), driver's license information, vehicle information, and car insurance information;
- **Financial information**, such as bank routing numbers, tax information, and any other payment information you provide;
- Commercial information, such as Driver's trips and order history;
- Geolocation data, including precise geolocation data;
- Biometric information, such as photos used for Driver identity verification;
- Characteristics of protected classes, such as age and gender;
- Internet or network activity information, such as Driver's IP address, type of browser, version of operating system, carrier and/or manufacturer, device identifiers, and mobile advertising identifiers;
- Inferences drawn from the personal information listed above, such as user interests and preferences.

# Purpose in collecting personal information:

- Provide services and products and customer support;
- Provided for the functionality of our Booking Services and Transport Services;
- Resolve disputes, collect fees, and troubleshoot problems;
- Prevent potentially prohibited or illegal activities and enforce Daytrip Terms;
- · Customize, measure, and improve our services and the Sites' content and layout;

- Identify and invite potential new members;
- To maintain and administer your Profile, establish your identity and perform other business activities as needed or described elsewhere in this Cooperation Agreement; and
- Analyze behavior within our platform to develop and improve our products and services
- Monitor the ways in which our platform is used, applying security and monitoring criteria to maintain the safe use and correct functioning of our services

The chart below describes the categories of Personal Information and Sensitive Personal Information Daytrip U.S. collects by reference to the categories specified by the CCPA (California Civil Code § 1798.140(v)).

Statutory category of personal information (PI) and sensitive personal information (SPI)	PI and SPI we collect	Sources of the PI and SPI	Business/commercial purpose for PI and SPI collection	Parties to whom we disclose PI and SPI for a business purpose
Identifiers (general)	- name, address, email address, phone number, date of birth, government identification number (social security number), driver's license information, vehicle information, and car insurance information	- You	Service delivery     Research & development     Compliance & Protection	Users Service Providers Legal Authorities
Financial Information	- bank routing numbers, tax information	- You	Service delivery     Research & development     Compliance & Protection     Payments to Driver	Service     Providers     Legal     Authorities
Commercial Information	- Driver's trips and order history	- You	Service delivery     Research & development     Compliance & Protection	Service     Providers     Public     Audiences     Legal     Authorities
Internet or network activity information	- Driver's IP address, type of browser, version of operating system, carrier and/or manufacturer, device identifiers	- You - Automatic collection	Service delivery     Site operation     Research & development     Compliance & Protection	Service     Providers
Biometric Information	-Driver's photo	- You	Service delivery     Site operation     Research & development     Compliance & Protection	Users Service Providers
Characteristics of Protected classes	- Age and Gender	- You	Service     delivery     Research &     development     Compliance &     Protection	Users Service Providers Legal Authorities
Inferences	Driver preferences derived from any of the information listed above that we collect from Drivers	- Us	Service delivery     Site Operation     Research & development     Compliance & Protection	Service     Providers
Sensitive personal information	-Profile's log-in -Financial information - Biometric information	- You	Service delivery     Site Operation	Users Service delivery

Parties to whom Daytrip U.S. discloses Personal Information:

- <u>Users.</u> Daytrip U.S. shares Personal Information with Users as part of the Transport Services for the User to identify the Driver and for security purposes.
- <u>Service Providers.</u> Daytrip U.S.'s trusted third-party service providers carry out activities at Daytrip U.S.'s direction, such as website hosting, data analysis, payment processing, order fulfillment, information technology and related infrastructure provision, customer service, email delivery, auditing, and other services.
- <u>Public Audience.</u> When Driver posts information and materials on message boards, chat, profile pages, blogs and other services on which Driver is able to post. Please note that any information Driver posts or discloses through these services will become public information.
- <u>Legal Authorities.</u> Daytrip U.S. may share Personal Information to cooperate with public and government authorities, including law enforcement, and to protect and defend Daytrip U.S.'s legal rights and those of others.

# How to correct Personal Information provided to Daytrip U.S.?

Drivers may correct incomplete, inaccurate or outdated Personal Information through their login on their Profile. A request in this regard can also be submitted directly to Daytrip U.S., at daytrip@mydaytrip.com.

## How to request a limit on the use of Driver's Sensitive Personal Information?

You may request at any time that Daytrip U.S. limit the use of your Sensitive Personal Information to only that use which is necessary to provide services, through a request made to Daytrip U.S., at daytrip@mydaytrip.com.

## How to request the deletion of Driver's Personal Information?

If Daytrip U.S. has the Driver's Personal Information, Driver may request the deletion of that Personal Information through a request made to Daytrip U.S., at daytrip@mydaytrip.com. However, Daytrip may retain a copy of Personal Information in order to comply with law, prevent fraud, collect any fees owed, resolve disputes, troubleshoot problems, assist with any investigations, enforce Daytrip's Privacy Policy or Terms of Use, and take other actions otherwise permitted by law.

#### <u>Daytrip does not sell Drivers' Personal Information.</u>

Based on Daytrip's current understanding of the CCPA, Daytrip does not "sell" personal information as defined in the CCPA.

## **SIGNATURES**

Signed electronically by the partner 6/4/2023, 3:36:19 PM

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Daytrip Global and Daytrip U.S. Tomáš Turek, director

I confirm I have read and understood the Cooperation Agreement and (to the extent applicable) the information about data processing and my rights under the California Consumer Privacy Act and I agree to the Cooperation Agreement. If I am a person different from the Driver, I confirm I have the authority to represent the Driver in entering into the Cooperation Agreement.