

GT DRT transport service provider terms and conditions

This Services Agreement (“*Agreement*”) constitutes a legal agreement between you, a company, (“*you*”) and Get There DRT Pty Ltd (“*GT*”), having its offices at 450 Graham Street, Port Melbourne VIC 3207, **ACN 624 441 532**.

GT provides the GT Services (as defined below), a technology platform that enables you (once authorised by GT) to manage requests for transportation services from an authorised user of the GT App (as defined below) using your employee drivers.

You desire to enter into this Agreement for the purpose of accessing and using the GT Services.

You acknowledge and agree that GT is a technology services provider that does not provide transportation services, function as a transportation carrier, nor operate as an agent for the transportation of passengers.

In order to use the GT Services, you must agree to the terms and conditions that are set out below. Upon your execution (electronic or otherwise) of this Agreement, you and GT shall be bound by the terms and conditions set forth herein.

Parties

GT

[**Insert other party**] [‘Transport Service Provider’ or ‘TSP’]

1. Definitions and Interpretation

- 1.1. “*Act*” means the Commercial Passenger Vehicle Industry Act 2017 (Vic).
- 1.2. “*Applicable Law*” means all laws, including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws.
- 1.3. “*Device*” means a mobile device: (a) that meets GT’s specifications for mobile devices (if any) and (b) on which the Driver App can be installed as authorised by GT solely for the purpose of providing Transportation Services.
- 1.4. “*Driver*” means an employee of the Transport Service Provider: (a) who meets the requirements of GT to be an active driver using the GT services; and (b) who GT

authorises to access the GT Services for the purpose of seeking, receiving and fulfilling requests for passenger transportation services on behalf of the Transport Service Provider.

- 1.5. *“Driver App”* means GT’s mobile application that enables transportation providers and Drivers to access the GT Services for the purpose of seeking, receiving and fulfilling requests for transportation services by Users, as may be updated or modified by GT at its discretion from time to time.
- 1.6. *“Driver ID”* means the identification and password key assigned by GT to a Driver that enables a Driver to use and access the Driver App.
- 1.7. *“Driver-Provided Device”* means a Device owned or controlled by a Driver on which the Driver App has been installed as authorised by GT solely for the purpose of providing Transportation Services.
- 1.8. *“Fare”* has the meaning set forth in clause 4.1.
- 1.9. *“GST”* has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.10. *“GT App”* means the mobile application provided to authorised Users seeking transportation services.
- 1.11. *“GT Data”* means all data related to the access and use of the GT Services hereunder, including all data related to a User or User Passenger (including User or User Passenger information), all data related to the provision of Transportation Services via the GT Services and the Driver App, and the Driver ID.
- 1.12. *“GT Services”* mean GT’s technology services provided by GT and rendered via a digital technology platform, being on-demand intermediary and related services that enable Transport Service Providers to seek, receive and fulfill on-demand requests for transportation services by a User seeking Transportation Services; such GT Services include access to the Driver App and GT’s related software, websites, payment services as described in clause 4 below, and related support services systems, as may be updated or modified by GT at its discretion from time to time.
- 1.13. *“Notifiable Incident”* has the meaning provided for under the Regulations.
- 1.14. *“Regulator”* means the Commercial Passenger Vehicle Victoria.
- 1.15. *“Regulations”* means the Commercial Passenger Vehicle Industry Regulations 2018.

- 1.16. *“Service Fee”* has the meaning set forth in clause 4.4.
- 1.17. *“Territory”* means Victoria, Australia, or alternatively, any specific areas therein in which the Transport Operator and its Drivers are enabled by the Driver App to receive requests for Transportation Services.
- 1.18. *“Tolls”* means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the GT Services based on available information.
- 1.19. *“TSP Device”* means a Device owned or controlled by the TSP that is provided to a Driver for the purpose of such Driver using the Driver App to provide Transportation Services on which the Driver App has been installed as authorised by GT solely for the purpose of providing Transportation Services.
- 1.20. *“Transportation Services”* means the provision of passenger transportation services to Users and User Passengers via the GT Services in the Territory by the Transport Service Provider and its Drivers using the Vehicles.
- 1.21. *“User”* means an end user authorised by GT to use GT Services for the purpose of obtaining Transportation Services offered by the Transport Service Provider.
- 1.22. *“User Passenger”* means an individual identified as authorised by the User to travel in any Vehicle as a passenger.
- 1.23. *“User or User Passenger Information”* means information about a User or User Passenger made available to the Transport Service Provider or a Driver in connection with such User’s request for Transportation Services, which may include the User or User Passenger’s name, pick-up location, contact information and photo.
- 1.24. *“Vehicle”* means any vehicle of the Transport Service Provider that: (a) meets the requirements of GT or for a vehicle on the GT Services; and (b) GT authorised for use by a Driver for the purpose of providing Transportation Services on behalf of the Transport Service Provider.
- 1.25. In this document, unless the contrary intention appears:
- a. words importing a gender include any other gender;
 - b. words in the singular include the plural and words in the plural include the singular;
 - c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;

- d. words importing a person includes a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. the words “including” and “include” mean “including, but not limited to”; and
- i. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

2. Use of the Services

2.1. Driver ID

- 2.1.1. GT will issue a Driver ID to the TSP and each Driver providing Transportation Services to enable them to access and use the Driver App on a Device.
- 2.1.2. The TSP agrees that it will, and that it will ensure that its Drivers will, maintain Driver IDs in confidence and not share Driver IDs with any third party other than the Driver associated with such Driver ID for the purpose of providing Transportation Services.
- 2.1.3. The TSP will immediately notify GT of any actual or suspected breach or improper use or disclosure of a Driver ID or the Driver App.

2.2. Provision of Transportation Services

- 2.2.1. When the Driver App is active, User requests for Transportation Services may appear to a Driver via the Driver App if the Driver is available and in the vicinity of the pick-up location.
- 2.2.2. If a Driver accepts a User’s request for Transportation Services, the GT Services will provide certain User or User Passenger Information to such Driver via the Driver App, including the User or User Passenger’s first name and pick-up location.
- 2.2.3. In order to enhance User satisfaction with the GT App and the Transportation Services, it is recommended that the Driver wait at least 10 minutes for a User to show up at the pick-up location.
- 2.2.4. The Driver will obtain the destination from the Driver App.

- 2.2.5. The TSP acknowledges and agrees that once a Driver has accepted a User's request for Transportation Services, the GT App may provide certain information about the Driver to the User, including the Driver's first name, contact information, photo and the Vehicle being used by the Driver including make, location, and license plate number.
- 2.2.6. The TSP shall not, and shall ensure that all Drivers do not, contact any User or User Passenger or use any User or User Passenger's personal data for any reason other than for the purposes of fulfilling Transportation Services.
- 2.2.7. As between GT and the TSP, the TSP acknowledges and agrees that:(a) the TSP and its Drivers are solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation Services; and (b) except for the GT Services, the TSP shall ensure all necessary equipment, tools and other materials are available, at the TSP's own expense, to perform the Transportation Services.

2.3. The TSP's relationship with Users

- 2.3.1. The TSP acknowledges and agrees that its provision of Transportation Services to a User creates a legal and direct business relationship between the TSP and the User, to which GT is not a party.
- 2.3.2. GT is not responsible or liable for the actions or inactions of a User in relation to the activities of the TSP, a Driver or any Vehicle.
- 2.3.3. The TSP shall have the sole responsibility for any obligations or liabilities to a User, User Passenger or other third party that arise from its provision of Transportation Services.
- 2.3.4. The TSP acknowledges and agrees that it and each Driver are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all Applicable Laws) regarding any acts or omissions of a User or User Passenger or any other third party.
- 2.3.5. The TSP acknowledges and agrees that GT may release the contact and/or insurance information of the TSP and/or a Driver to a User upon such User's reasonable request.
- 2.3.6. The TSP also acknowledges and agrees that, unless specifically consented to by a User, neither the TSP nor the Driver may transport or allow inside any Vehicle individuals other than a User or User Passenger during the performance of Transportation Services for such User.

- 2.3.7. The TSP acknowledges and agrees further, and shall ensure that its Drivers agree, that a User or User Passenger should be transported directly to their specified destination using the route specified in the Driver App, or as otherwise directed by the applicable User or User Passenger, without unauthorised interruption or unauthorised stops.

2.4. The TSP's relationship with GT

- 2.4.1. The TSP acknowledges and agrees that GT's provision to the TSP of the Driver App and the GT Services creates a legal and direct business relationship between GT and the TSP.
- 2.4.2. GT does not, and shall not be deemed to, direct or control the TSP or its Drivers generally or in their performance under this Agreement specifically, including in connection with the operation of the TSP's business, the provision of Transportation Services, the acts or omissions of its Drivers, or the operation and maintenance of any Vehicles.
- 2.4.3. Whilst authorised to provide Transportation Services under this Agreement, the TSP and its Drivers retain the sole right to determine when and for how long each of them will utilise the Driver App or the GT Services. The TSP and its Driver retain the option, via the Driver App, to attempt to accept or decline or ignore a User's request for Transportation Services via the GT Services, or to cancel an accepted request for Transportation Services via the Driver App, subject to GT's then-current cancellation policies.
- 2.4.4. The TSP will not, and will ensure that its Drivers do not: (a) display GT's names, logos or colours on any Vehicle(s); or (b) wear a uniform or any other clothing displaying GT's names, logos or colours. The foregoing does not apply if the TSP and GT have agreed otherwise, if so required by law or directed to do so GT.
- 2.4.5. The TSP acknowledges and agrees that it has complete discretion to operate its independent business and direct its Drivers at its own discretion, including the ability to provide services at any time to any third party separate and apart from Transportation Services.
- 2.4.6. GT retains the right to, at any time in GT's sole discretion, deactivate or otherwise restrict the TSP or any Driver from accessing or using the Driver App or the GT Services in the event of a violation of this Agreement, any Driver's code of conduct, the TSP's or any of its Drivers' disparagement of GT, the TSP's or any of its Drivers' act or omission that causes harm to GT'S brand, reputation or business as determined by GT in its sole discretion. GT also retains the right to deactivate or

otherwise restrict the TSP or any Driver from accessing or using the Driver App or the GT Services for any other reason at the sole and reasonable discretion of GT.

2.5. The TSP's relationship with Drivers

2.5.1. The TSP shall have sole responsibility for any obligations or liabilities to Drivers that arise from its relationship with its Drivers (including provision of the Transportation Services). The TSP acknowledges and agrees that it exercises sole control over the Drivers and will comply with all Applicable Laws (including tax, social security and employment laws) governing or otherwise applicable to its relationship with its Drivers.

2.5.2. Prior to any Driver commencing to drive for the TSP, the TSP will:

- a) explain the content of the deed poll at Attachment 1 to each Driver;
- b) obtain the Driver's signature to the deed poll; and
- c) provide a copy of it to GT at 450 Graham Street, Port Melbourne VIC 3207 or via email at admin@gettheredrt.com.au .

2.6. Ratings

2.6.1. The TSP acknowledges and agrees that: (a) after receiving Transportation Services, a User will be prompted by the GT App to provide a rating of such Transportation Services and Driver and, optionally, to provide comments or feedback about such Transportation Services and Driver; and (b) after providing Transportation Services, the Driver will be prompted by the Driver App to provide a rating of the User and, optionally, to provide comments or feedback about the User or User Passenger. The TSP shall instruct all Drivers to provide ratings and feedback in good faith.

2.6.2. The TSP acknowledges that GT desires that Users have access to high-quality services via the GT App. In order to continue to receive access to the Driver App and the GT Services, each Driver must maintain an average rating by Users that exceeds the minimum average acceptable rating established by GT for your Territory, as may be updated from time to time by GT in its sole discretion ('Minimum Average Rating'). In the event a Driver's average rating falls below the Minimum Average Rating, GT will notify the TSP and may provide the Driver in GT's discretion, a limited period of time to raise his or her average rating above the Minimum Average Rating. If such Driver does not increase his or her average rating above the Minimum Average Rating within the time period allowed (if any), GT reserves the right to deactivate such Driver's access to the Driver App and the GT Services. Additionally, the TSP acknowledges and agrees that repeated failure by a Driver to accept User requests for Transportation Services while such Driver is

logged in to the Driver App creates a negative experience for Users of the GT App. Accordingly, the TSP agrees and shall ensure that if a Driver does not wish to accept User requests for Transportation Services for a period of time, such Driver will log off of the Driver App.

- 2.6.3. GT reserves the right to use, share and display Driver and User ratings and comments in any manner in connection with the business of GT without attribution to or approval of the TSP or the applicable Driver.
- 2.6.4. The TSP acknowledges and agrees that GT are distributors (without any obligation to verify) and not publishers of Driver and User ratings, and User and User Passenger comments, provided that GT reserves the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other Applicable Laws, or GTs' content policies.

2.7. Devices

- 2.7.1. The TSP shall either supply Devices to each Driver or require Drivers to provide and use their own.
- 2.7.2. The TSP and/or its Drivers are responsible for the acquisition, cost and maintenance of such Devices as well as any necessary wireless data plan, and GT shall make available the Driver App for installation on such Devices.
- 2.7.3. GT hereby grants the authorised user of any Device a personal, non-exclusive, non-transferable user right to install and use the Driver App on a Device solely for the purpose of providing Transportation Services.
- 2.7.4. The TSP agrees to not, and shall cause each applicable Driver to not, provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. The foregoing right clause 2.7.3 shall immediately terminate and Driver will delete and fully remove the Driver App from the Device in the event that the TSP and/or the applicable Driver ceases to provide Transportation Services using the Device.
- 2.7.5. The TSP agrees, and shall inform each applicable Driver, that: (a) use of the Driver App on a Device requires an active data plan with a wireless carrier associated with the Device; and (b) use of the Driver App on a Device as an interface with the GT Services may consume very large amounts of data through the data plan.

- 2.7.6. GT recommends that Devices should only be used under a data plan with unlimited or very high data usage limits, and GT shall not be responsible or liable for any fees, costs, or overage charges associated with any data plan.

2.8. Location Based Services

- 2.8.1. The TSP acknowledges and agrees that each Driver's geo-location information must be provided to the GT Services via a Device in order to provide Transportation Services.
- 2.8.2. The TSP acknowledges and agrees, and shall inform and obtain the consent of each Driver, that: (a) the Driver's geo-location information will be monitored and tracked by the GT Services when the Driver is logged into the Driver App and available to receive requests for Transportation Services, or when the Driver is providing Transportation Services; and (b) the approximate location of the Vehicle being used by the Driver will be displayed to the User before and during the provision of Transportation Services to such User and User Passenger. In addition, GT may monitor, track and share a Driver's geo-location information obtained by the Driver App and Device for safety, security, technical, marketing and commercial purposes, including to provide and improve GT's products and services.

3. Drivers, Vehicles and the Act/Regulations

3.1. Driver Requirements

- 3.1.1. The TSP acknowledges and agrees that each Driver shall at all times: (a) hold and maintain (i) a valid driver's licence with the appropriate level of certification to operate the Vehicle assigned to such Driver, and (ii) all licenses, permits, approvals and authority that are necessary for a Driver to provide passenger transportation services to third parties in the Territory, including driver accreditation under the Act; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence; (c) comply with all laws; and (d) maintain high standards of professionalism, service and courtesy.
- 3.1.2. The TSP acknowledges and agrees that each Driver may be subject to certain background and driving record checks from time to time in order for such Driver to qualify to provide, and remain eligible to provide, Transportation Services.
- 3.1.3. The TSP acknowledges and agrees that GT reserves the right, at any time in GT's sole discretion, to deactivate or otherwise restrict a Driver from accessing or using the Driver App or the GT Services if the TSP or such Driver fails to meet the requirements set forth in this Agreement.

3.2. Vehicle Requirements

- 3.2.1. The TSP acknowledges and agrees that each Vehicle shall at all times be: (a) properly registered to operate as a passenger transportation vehicle in the Territory, including being registered under the Act; (b) owned or leased by the TSP, or otherwise in the TSP's lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; (d) maintained in safe, roadworthy and good operating condition; and (e) inspected annually by a licensed vehicle tester and a certificate of roadworthiness provided to GT within 5 business days of being obtained.

- 3.2.2. The TSP agrees that each Vehicle will have one of the following: a sign, sticker or similar thing affixed to the Vehicle which a) identifies the Vehicle is a commercial passenger vehicle; b) identifies the registered provider; c) that are approved by the Regulator; or d) number plates that identify the vehicle as a commercial passenger vehicle.

3.3. Requirements under the Act and the Regulations, and other related requirements

- 3.3.1. The TSP acknowledges that it and its Drivers are persons to whom the safety duties under the Act apply.

- 3.3.2. The TSP acknowledges and agrees that it is aware of and will act in accord with all requirements imposed on it under the Act and the Regulations, and will ensure its Drivers do the same.

- 3.3.3. The TSP further agrees, in carrying out this Agreement, to comply with all GT policies or requirements posted on the GT website, <http://www.gettheredrt.com.au>, from time to time.

- 3.3.4. The TSP agrees and acknowledges that its continued access or use of the GT Services after such posting constitutes its consent to be bound by the policies or requirements, and further, should any of these policies or requirements conflict with anything hereunder expressly included in the is Agreement, the policies or requirements shall prevail.

3.4. Documentation

- 3.4.1. To ensure the TSP's and each of its Drivers' compliance with all requirements in clauses 3.1, 3.2 and 3.3 above, and to allow GT to comply with their regulatory requirements, the TSP must provide GT with written copies of all such licenses, permits, approvals, authority, accreditation, registrations and certifications

(“Documentation”) prior to the TSP’s and the applicable Drivers’ provision of any Transportation Services. Thereafter, the TSP must submit to GT written evidence of all such Documentation as it is renewed. Further, the TSP must notify GT each time any of a Driver’s rights to operate a vehicle have been altered or removed in any way, including suspended, disqualified or cancelled.

- 3.4.2. GT shall, upon request, be entitled to review such licenses, permits, approvals, authority, accreditation, registrations and certifications from time to time, and the TSP’s failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. GT reserves the right to independently verify the TSP’s and/or any Drivers’ Documentation from time to time in any way GT deems appropriate in its reasonable discretion and the TSP consents, and represents and warrants that it has obtained consent from each of its Drivers, for GT to undertake such verification.

4. Financial Terms

4.1. Fare Calculation and Customer Payment

- 4.1.1. The TSP is entitled to charge a fare for each instance of completed Transportation Services provided to a User that are obtained via the GT Services (“Fare”), where such Fare is calculated based upon a base fare amount plus distance (as determined by GT using location-based services enabled through the Device and/or time amounts, as detailed at <http://www.gettheredrt.com.au> for the applicable Territory (“Fare Calculation”).
- 4.1.2. The TSP is also entitled to charge User for any Tolls, taxes or fees incurred during the provision of Transportation Services, if applicable. The TSP (i) appoints GT as the TSP’s limited payment collection agent solely for the purpose of accepting the Fare, applicable Tolls, taxes or fees from the User on behalf of the TSP via the payment processing functionality facilitated by the GT Services; and (ii) agrees that payment made by User to GT shall be considered the same as payment made directly by User to the TSP.
- 4.1.3. GT agrees to remit to the TSP on at least a weekly basis: (a) the Fare less the applicable Service Fee; (b) the Tolls; and (c) any relevant taxes and fees.

4.2. Changes to Fare Calculation

- 4.2.1. GT reserves the right to change the Fare Calculation at any time in GT’s discretion based upon local market factors, and GT will provide notice to the TSP in the event of such change that would result in a change in the Fare. Continued use of the GT

Services after any such change in the Fare Calculation shall constitute the TSP's consent to such change.

4.3. Fare Adjustment

- 4.3.1. GT reserves the right to: (a) adjust the Fare for a particular instance of Transportation Services (*e.g.* Driver took an inefficient route, Driver fails to properly end a particular instance of Transportation Services in the Driver App, technical error in the GT Services, etc.); or (b) cancel the Fare for a particular instance of Transportation Services, (*e.g.* a User is charged for Transportation Services that were not provided, in the event of a User complaint, fraud, etc.). GT's decision to reduce or cancel the Fare in any such manner shall be exercised in a reasonable manner.

4.4. Service Fee

- 4.4.1. In consideration of GT's provision of the GT Services, the TSP agrees to pay GT a service fee on a per Transportation Services transaction basis calculated as a percentage of the Fare, as provided to the TSP via email or otherwise made available electronically by GT from time to time for the applicable Territory ("Service Fee"). As all Tolls, taxes, including GST, and fees will be calculated and charged as part of the Fare, GT shall calculate the Service Fee based on the Fare inclusive of such amounts.
- 4.4.2. GT reserves the right to change the Service Fee at any time in GT's discretion based upon local market factors, and GT will provide notice to the TSP in the event of such change. If GT increases the Service Fee, the TSP has the right to terminate the Agreement immediately without notice. Continued use of the GT Services after any such change in the Service Fee calculation shall constitute the TSP's consent to such change.

4.5. Cancellation Charges

- 4.5.1. The TSP acknowledges and agrees that Users may elect to cancel requests for Transportation Services that have been accepted by a Driver at any time prior to the Driver's arrival. In the event that a User cancels an accepted request for Transportation Services, GT may charge the User a cancellation fee on behalf of the TSP. If charged, this cancellation fee shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to the TSP hereunder ("*Cancellation Fee*").

4.6. Receipts

- 4.6.1. As part of the GT Services, GT provides the TSP a system for the delivery of receipts to Users for Transportation Services rendered. Upon the completion of Transportation Services for a User by a Driver, GT prepares an applicable receipt

and issues such receipt to the User via email on behalf of the TSP and applicable Driver. Such receipts are also provided via email or the online portal available to the TSP through the GT Services.

- 4.6.2. Receipts include the breakdown of amounts charged to the User for Transportation Services and may include specific information about the TSP and applicable Driver, including the TSP's and the Driver's name and contact information and the Driver's name and photo, as well as a map of the route taken by the Driver. The TSP shall inform Drivers that any corrections to a User's receipts for Transportation Services must be submitted to GT in writing within three (3) business days after the completion of such Transportation Services. Absent such a notice, GT shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fare.

4.7. No Additional Amounts

- 4.7.1. The TSP acknowledges and agrees that, for the mutual benefit of the parties, through advertising and marketing, GT may seek to attract new Users to GT and to increase existing Users' use of GT's Services. The TSP acknowledges and agrees such advertising or marketing does not entitle the TSP to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.

4.8. Taxes

- 4.8.1. The TSP acknowledges and agrees that it is required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to the provision of Transportation Services as required by Applicable Law; and (b) provide GT with all relevant tax information.
- 4.8.2. The TSP further acknowledges and agrees that the TSP and each of its Drivers are responsible for taxes on their own income arising from the performance of Transportation Services.
- 4.8.3. Notwithstanding anything to the contrary in this Agreement, GT may in its reasonable discretion based on applicable tax and regulatory considerations, collect and remit taxes resulting from the TSP's and/or any Driver's provision of Transportation Services and/or provide any of the relevant tax information the TSP and/or any Driver has provided pursuant to the foregoing requirements in this clause 4.8 directly to the applicable governmental tax authorities on the TSP's and/or the applicable Driver's behalf or otherwise.

5. Proprietary Rights; License

5.1. License Grant

5.1.1. Subject to the terms and conditions of this Agreement, GT hereby grants the TSP a non-exclusive, royalty-free, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use (and allows its Drivers to use) the Driver App in connection with the provision by GT of the GT Services solely for the purpose of providing Transportation Services to Users and tracking resulting Fares. All rights not expressly granted to the TSP are reserved by GT and its respective licensors.

5.2. Restrictions

5.2.1. The TSP shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the GT Services, Driver App or any Device in any way; (b) modify or make derivative works based upon the GT Services or Driver App; (c) improperly use the GT Services or Driver App, including creating internet “links” to any part of the GT Services or Driver App, “framing” or “mirroring” any part of the GT Services or Driver App or any other websites or systems, or “scraping” or otherwise improperly obtaining data from the GT Services or Driver App; (d) reverse engineer, decompile, modify, or disassemble the GT Services or Driver App, except as allowed under Applicable Law; or (e) send spam or otherwise duplicative or unsolicited messages.

5.2.2. In addition, the TSP shall not, and shall not allow any other party to, access or use the GT Services or Driver App to: (a) design or develop competitive or substantially similar product or service; (b) copy or extract any features, functionality, or content thereof; (c) launch or cause to be launched or in connection with the GT Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the GT Services; or (d) attempt to gain unauthorised access to the GT Services or its related systems or networks, all except to the extent such actions are allowed under Applicable Law.

5.3. Ownership

5.3.1. The GT Services, Driver App and GT Data, including all intellectual property rights therein, are and shall remain (as between the TSP and the GT) the property of GT and its licensors. Neither this Agreement nor the TSP’s use of the GT Services, Driver App or GT Data conveys or grants to the TSP any rights: (a) in or related to the GT Services, Driver App or GT Data, except for the limited license granted above; or (b) to use or reference any manner GT’s or its licensors’ company names, logos, product and service names, trademarks, service marks or other indicia of ownership.

- 5.3.2. The TSP agrees it will not, and it will ensure that its Drivers do not, try to register or otherwise claim ownership in any of the GT Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark or name.

6. Confidentiality

- 6.1. Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party (“Confidential information”). Confidential information includes GT Data, Driver IDs, information about Drivers, User information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party (whether disclosed in writing or verbally) that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.
- 6.2. Each party acknowledges and agrees that: (a) subject to any clauses to the contrary in this Agreement, Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential information of the other party to any third party, except to its employees, officers, contractors, agents and service providers (“Permitted Persons”) as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use of Confidential information less protective than the terms hereof; and (d) it shall return or destroy all Confidential information of the disclosing party upon the termination of this Agreement, or at the request of the other party (subject to Applicable Law and, with respect to GT, its internal record-keeping requirements).
- 6.3. Notwithstanding the foregoing, Confidential information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

7. Privacy

- 7.1. Subject to all Applicable Laws, GT may provide to a third party any information (including personal data and any GT Data) about Drivers provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between Driver and a User or User Passenger; (b) it is necessary to enforce the terms of the Agreement; (c) it is required, in GT's sole discretion, by Applicable Law or regulation; (d) it is necessary, in GT's sole discretion, to (1) protect the safety, rights, property or security of GT, the GT Services or any third party, (2) detect, prevent or otherwise address fraud, security or technical issues, and/or (3) prevent or stop activity which GT, in its sole discretion, consider to be, or to pose a risk of being, illegal, unethical or legally actionable; or (e) it is required or necessary, in GT's sole discretion, for insurance or other purposes related to the TSP's and/or Driver's ability to qualify, or remain qualified, to use the GT Services or (f) in furtherance of this Agreement.
- 7.2. The TSP understands that GT may retain the TSP's and/or Driver(s) personal and any GT Data for legal, regulatory, safety, and other necessary purposes after this Agreement is terminated. GT processes personal data (including that referenced in clause 2.8 above) in accordance with its privacy policy located at <http://www.gettheredrt.com.au>.

8. Insurance

- 8.1. During the term of this Agreement, the TSP must effect and maintain:
- a) public liability insurance for at least \$20 million per occurrence, covering claims in respect of:
 - i. loss of or damage to any real or personal property; and
 - ii. the injury to, or death of, any person (other than liability which is required by law to be insured under a workers' compensation policy of insurance), arising out of anything done or omitted to be done by the TSP in providing the Transportation Services or the execution or purported execution of the obligations under this Agreement; and
 - b) workers' compensation insurance as required by law;
 - c) third party property damage insurance for at least \$20 million per occurrence in respect of the Vehicles;
 - d) compulsory third party motor vehicle insurance in respect of the Vehicle used to provide the Transportation Services; and
 - e) any other insurances which GT reasonably requires.
- 8.2. Insurance generally

All insurances which the TSP effects in compliance with this Agreement will be effected with insurers having a minimum Rating of at least A- (Standard & Poor's Australia) or an equivalent Rating.

The TSP must provide notice to GT of any intended cancellation of insurances effected in compliance with this Agreement by the TSP.

The TSP must:

- i. give GT acceptable proof of currency and coverage of the insurances referred to in clause 8.1:
 - a) before the date of the Agreement;
 - b) if an insurance policy required under this clause is materially amended;
 - c) if an insurance policy required under this clause is cancelled; and
 - d) at least annually and at all other times during the term as reasonably requested by GT; and
- ii. give GT acceptable proof of currency or coverage of any other insurance maintained by the TSP in respect of Transportation Services prior to the date of the Agreement and at all other times during the Term as reasonably requested by PTV.

8.3. Premiums

The TSP must pay all premiums in respect of all insurance policies referred to in clause 8.1 by the due date for payment of those premiums.

9. Representations and Warranties; Disclaimers

9.1. By the TSP

9.1.1. The TSP hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organised, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all Applicable Laws in its performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorisations necessary to provide (i) Transportation Services using the Drivers and Vehicles pursuant to this Agreement, and (ii) passenger Transportation Services to third parties in the Territory generally; and (e) it shall require all Drivers to comply with the applicable terms and conditions set forth in this Agreement and all Applicable Laws.

9.2. Disclaimer of Warranties

- 9.2.1. This clause 9.2 applies only to the maximum extent permitted by Applicable Law, and does not (and is not intended to) override any rights that the TSP has pursuant to Applicable Law.
- 9.2.2. GT provides, and the TSP accepts, the GT Services and Driver App on an “as is” and “as available” basis. GT doesn’t represent, warrant or guarantee that the TSP or any Drivers access to or use of the GT Services or Driver App: (a) will be uninterrupted or error free; or (b) will result in any requests for Transportation Services.
- 9.2.3. GT functions as an on-demand lead generation and related service only and makes no representations, warranties or guarantees as to the actions or inactions of the Users who may request or receive Transportation Services from the TSP or any Driver hereunder, and GT need not screen or otherwise evaluate Users.
- 9.2.4. By using the GT Services and Driver App, the TSP acknowledges and agrees that the TSP or a Driver may be introduced to a third party (including Users and User Passengers) that may pose harm or risk to the TSP, a Driver or other third parties. The TSP and Drivers are advised to take reasonable precautions with respect to interactions with third parties encountered in connection with the use of the GT Services or Driver App.
- 9.2.5. Notwithstanding GT’s appointment as the limited payment collection agent of the TSP for the purpose of accepting payment from Users on behalf of the TSP as set forth in clause 4 above, GT expressly disclaims all liability for any act or omission of the TSP, any Driver, any User or other third party.

9.3. No Service Guarantee

- 9.3.1. This clause 9.2 applies only to the maximum extent permitted by Applicable Law, and does not (and is not intended to) override any rights that the TSP has pursuant to Applicable Law.
- 9.3.2. GT does not guarantee the availability of uptime of the GT Services or Driver App. The TSP acknowledges and agrees that the GT Services or Driver App may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, the GT Services or Driver App may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications, and neither is GT responsible for any delays, delivery failures, or other damages, liabilities or losses resulting from such problems.

10. Indemnification

- 10.1. The TSP shall indemnify, defend (at GT's option) and hold harmless GT and its officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to: (a) the TSP's breach of its representations, warranties or obligations under this Agreement; or (b) a claim by third party (including Users, User Passengers, regulators and governmental authorities) directly or indirectly related to the TSP's provision of Transportation Services or access to or use of the GT Services.
- 10.2. As between the TSP and GT, the TSP is and shall be solely responsible for its Drivers' provision of Transportation Services. As such, the TSP shall indemnify, defend (at GT's option) and hold harmless GT and its officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes directly or indirectly arising out of or related to its Drivers' provision of Transportation Services or access to or use of the GT Services.

11. Limits of Liability

- 11.1. This clause 9.2 applies only to the maximum extent permitted by Applicable Law, and does not (and is not intended to) override any rights that the TSP has pursuant to Applicable Law.
- 11.2. GT shall not be liable under or related to this Agreement for any of the following, whether based on contract, tort or any other legal theory, even if a party has been advised of the possibility of such damages: (1) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (ii) the TSP's, Driver's or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage.
- 11.3. Except for GT's obligations to pay amounts due to the TSP pursuant to clause 4 above, but subject to any limitations or other provisions contained in this Agreement which are applicable thereto, in no event shall the liability of GT under this Agreement exceed the amount of Service Fees actually paid to or due to GT hereunder in the six (6) month period immediately preceding the event giving rise to such claim.
- 11.4. The TSP acknowledges and agrees that any and all claims the TSP has or purports to have against GT should be notified to GT within one (1) year after the event(s) that gave rise to such claim and that the TSP forfeits all rights in respect of that claim if the TSP fails to do so.

12. Dispute resolution

12.1. Notice of Dispute

If a dispute or difference, other than in relation to when a party exercises its right to terminate this Agreement, arises under or in connection with this Agreement, either party may give the other written notice expressing the nature of the dispute or differences (**Dispute Notice**).

12.2. Parties to meet

As soon as practicable after receipt by a party of a Dispute Notice, the parties must ensure that senior and relevant authorised representatives of theirs meet and attempt to resolve the issue.

12.3. Referral to senior executives

If the issue is not resolved within 10 business days of the receipt of the Dispute Notice, it will be immediately referred to the most senior executive officers of the parties who will personally or through their nominated delegates (who must be senior to the persons who met under clause 12.2) meet as soon as practical and attempt to resolve the issue.

12.4. Referral to Expert or Arbitrator

If the issue is not resolved within 15 business days of the receipt of the Dispute Notice, either party may:

- a) if the issue is of a technical nature, refer it for resolution to a person who is an independent expert in its subject matter (**Expert**); or
- b) if the issue is not of a technical nature, refer it to an independent person (**Arbitrator**) for arbitration.

12.5. Issues for resolution by an Expert

An issue is of a technical nature if it is of a kind that, if it were litigated, could be resolved on expert evidence alone. If the parties are unable to agree whether or not an issue is of a technical nature, the opinion of GT (acting in good faith) as to whether or not the issue should be referred to an Expert prevails.

12.6. Selection of Arbitrator or Expert

If the parties are unable to agree on who to appoint as an Arbitrator or an Expert GT may make the appointment. In making the appointment, GT must select a person who is independent of the parties and who is suitably qualified.

12.7. Procedure on arbitration

Subject to any other provision of this document to the contrary, an arbitration is to be conducted in accordance with the *Commercial Arbitration Act 2011* (Vic) (**CAA**) and subject to that Act, with the arbitration rules of the Resolution Institute.

12.8. Procedure on resolution by Expert

- a) The Expert appointed under clause 12.4 or 12.6 acts as an expert and not as an arbitrator.
- b) Each party to a dispute which is referred to the Expert for determination must have a reasonable opportunity to make submissions to the Expert.
- c) The costs of the Expert must be borne in equal shares by the parties.
- d) The Expert's decision is final and binding on the parties to the dispute, except to the extent of fraud, gross negligence or a manifest error.
- e) The provisions of the CAA will not apply to the dispute resolution under this clause 12.8.

12.9. Court proceedings and other relief

- a) A party may not start court proceedings in relation to any issue or dispute under this document unless it has complied with this clause.
- b) This clause does not prohibit a party from exercising any of the rights expressly provided for in this Agreement, or seeking and obtaining appropriate injunctive or interlocutory relief from a court to preserve property or rights or to avoid Losses which are not compensable in damages.

12.10. Performance not affected

Subject to a either party's right to terminate this Agreement, despite the parties having a dispute or difference, they must continue to perform their respective obligations under the Agreement.

13. Term and Termination

13.1. Term

- 13.1.1. This Agreement shall commence on the date that the Agreement is executed by the TSP (electronically or otherwise) and shall continue until terminated as set forth herein.

13.2. Termination

- 13.2.1. Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party.

13.2.2. In addition, GT may terminate this Agreement or deactivate the TSP or a particular Driver immediately, without notice, with respect to the TSP and/or any Driver in the event the TSP and/or Driver, as applicable, no longer qualifies, under Applicable Law or the standards and policies of GT, to provide Transportation Services or to operate the Vehicle, or as otherwise set forth in this Agreement.

13.3. Effect of Termination

13.3.1. Upon termination of the Agreement, the TSP and all Drivers, as applicable, shall: immediately delete and fully remove the Driver App from any applicable Devices. Outstanding payment obligations and clauses 1, 2.3, 2.5, 2.6.3, 2.6.4, 4.7, 4.8, 5.3, 6, 7, 9, 10, 11, 12, 13.3, 14.9 and 14.11 shall survive the termination of this Agreement.

14. Miscellaneous Terms

14.1. Compliance with laws

14.1.1. The TSP agrees to comply with all relevant laws, including the Act and the Regulations.

14.2. Modification

14.2.1. GT reserves the right to modify the terms and conditions of this Agreement at any time, effective upon publishing an updated version of this Agreement, as applicable, on the online portal available to the TSP on the GT Services. GT reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time.

14.2.2. The TSP hereby acknowledges and agrees that, by using the GT Services, or downloading, installing or using the Driver App, the TSP is bound by any future amendments and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare calculation. Continued use of the GT Services or Driver App after any such changes shall constitute the TSP's consent to such changes.

14.3. Amendments

14.3.1. An amendment to this Agreement is only binding if agreed in writing and signed by the parties.

14.4. Additional Terms

14.4.1. Additional terms may apply to the TSP's and Driver's use of the GT Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("Additional Terms"). The TSP may be presented with

certain Additional Terms from time to time. Additional Terms are in addition to, and shall be deemed a part of, this Agreement. Additional Terms shall prevail over this Agreement in the event of a conflict.

14.5. Severability

14.5.1. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part under any law, such provision or part thereof shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the contents and purpose of this Agreement.

14.6. Assignment

14.6.1. The TSP may not assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party.

14.6.2. GT may assign or transfer this Agreement or any or all of its rights or obligations hereunder, in whole or in part, under this Agreement from time to time without consent. Should GT do so, the TSP has the right to terminate this Agreement immediately, without prior notice.

14.7. Entire Agreement

14.7.1. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. The recitals form part of this Agreement.

14.8. Relationship of the Parties

14.8.1. Except as otherwise expressly provided herein with respect to GT acting as the limited payment collection agent solely for the purpose of collecting payment from Users on behalf of the TSP, the relationship between the parties under this Agreement is solely that of independent contractors. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship (including from a labor law, tax law or social security law perspective), between GT and the TSP or any Driver; and (b) no joint venture, partnership, or agency relationship exists between GT and the TSP or GT and any Driver.

14.8.2. The TSP has no authority to bind GT and undertakes not to hold itself out, and to ensure that each Driver does not hold himself or herself out, as an employee, agent, or authorised representative of GT. Where, by implication of mandatory law or otherwise, the TSP or any Driver may be deemed an employee, agent or representative of GT, the TSP undertakes and agrees to indemnify, defend (at GT's option) and hold GT harmless from and against any claims by any person, entity, regulators or governmental authorities based on such implied employment, agency or representative relationship.

14.9. Notices

14.9.1. Any notice delivered by GT to the TSP under this Agreement will be delivered by email to the email address associated with the TSP's account or by posting on the online portal available to the TSP on the GT Services. Any notice delivered by the TSP to GT under this Agreement will be delivered by contacting GT at admin@gettheredrt.com.au.

14.10. Governing Law; Execution.

14.10.1. This document is governed by the Laws of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State.

14.10.2. Nothing herein limits or excludes (nor is intended to limit or exclude) any statutory rights that the TSP may have under Applicable Law which cannot be lawfully limited or excluded.

EXECUTED by **GT** in accordance with section)
127 of the *Corporations Act 2001* (Cth) by)
two directors or by one director and the)
company secretary:)

.....
Director signature

.....
Director/Company Secretary signature

.....
Director name

.....
Director/Company Secretary name

EXECUTED by **[INSERT COMPANY NAME]** in)
accordance with section 127 of the)
Corporations Act 2001 (Cth) by two)
directors or by one director and the)
company secretary:

.....
Director signature

.....
Director/Company Secretary signature

.....
Director name

.....
Director/Company Secretary name

ATTACHMENT 1

Driver Deed Poll

This Deed is made on the date of signature by:

DRIVER	
Name	
Address	
Phone	
Email	
BACKGROUND	
A.	The Driver drives for the Transport Service Provider (TSP) under its Agreement with Get There DRT Pty Ltd (GT) dated [insert date] (Agreement)
B.	The Driver will access and use the Driver App as part of their employment with the TSP and as agent for the TSP.
C.	TSP and GT wishes to ensure that the Driver's involvement in the provision of transport services and use of the Driver App is subject to appropriate confidentiality and disclosure arrangements.
D.	The Driver enters into this Deed in favour of TSP and GT and agrees to be subject to the clauses below.

EXECUTED AS A DEED POLL	
Signed, sealed and delivered by the Driver in) the presence of:)
)
) Signature of the Driver
..... Signature of Witness	
.....
Print Name	Date

Terms

1. Interpretation

1.1 In this Deed Poll:

Confidential Information means any information generated by the Driver App, including any geo-location information, or which I receive via the Driver App; irrespective of whether such information is designated as “confidential”.

Driver Information means any information that I input into the Driver App.

1.2 Unless the context otherwise requires:

- (a) a term defined in the Agreement identified at the beginning of this document has a corresponding meaning in this Deed Poll;
- (b) the word **including** or any other form of that word is not a word of limitation;
- (c) a word which denotes the singular denotes the plural and vice versa;
- (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (e) a reference to any legislation includes that legislation as amended, re-enacted consolidated or substituted; and
- (f) a reference to a person includes a partnership and a body whether corporate or otherwise.

2. Acknowledgement

2.1 I acknowledge that I am an employee of the Transport Service Provider, authorised by GT under the Driver App to access the GT Services to provide Transportation Services on behalf of the Transport Service Provider.

3. Confidential information

3.1 The Driver must:

- (a) use the Confidential Information solely for the purposes of the providing transportation services under the Agreement on behalf of the Transport Service Provider;

- (b) keep and maintain the secrecy and confidentiality of all Confidential Information, and not disclose any of the Confidential Information without the written consent of the Transport Service Provider;
 - (c) notify the Transport Service Provider and use its best endeavours to prevent or remedy any actual or suspected unauthorised disclosure of the Confidential Information upon becoming aware of that actual or suspected unauthorised disclosure; and
 - (d) must immediately destroy or return the Confidential Information in the Driver's possession or control upon request by the Transport Service Provider.
- 3.2 If the Driver is required by law to disclose any Confidential Information to a third person, the Driver must:
- (a) if possible, before doing so:
 - (i) notify the Transport Service Provider; and
 - (ii) give the Transport Service Provider a reasonable opportunity to take any steps that the Transport Service Provider considers necessary to protect the confidentiality of that information; and
 - (b) notify the third person that the information is confidential to the Transport Service Provider or a customer of the Transport Service Provider.
- 3.3 This clause 3 survives and continues in force until such time as the Confidential Information becomes public knowledge other than by a breach of confidentiality.

4. Driver information

- 4.1 The Driver consents to GT using and disclosing their Driver Information for the purposes of the delivering the GT Services to Users and User Passengers, including sharing it with the Transport Service Provider and Users.

5. General

- 5.1 If any provision of this Deed Poll is held invalid, unenforceable or illegal for any reason, the Deed Poll remains otherwise in force apart from such provision, which is deemed deleted.
- 5.2 This Deed Poll is governed by and must be construed in accordance with the law in force in the state of Victoria. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts in Victoria and all courts which have jurisdiction to hear appeals from them.