RINGGO CORPORATE AGREEMENT

BETWEEN

A. **RINGGO LIMITED,** a company registered in England and Wales with company number 03151938 and with its registered office at Ground Floor East, Maplewood, Chineham Business Park, Basingstoke, Hampshire, RG24 8YB (the **"RingGo"**); and

B. **,** a company registered in England and Wales with company number ***** and with its registered office at ******** (the **"Customer"**),

RingGo and the Customer may also be referred to individually as "Party" or collectively as "Parties".

Background and purpose

RingGo offers the RingGo Corporate Service Offering whereby the Customer is able to register eligible employees to use the RingGo payment system at the Customer's expense (the **"RingGo Corporate"**). The Customer wishes to utilise RingGo Corporate and the Parties have entered into this Agreement in order to set out the terms and conditions applicable to this relationship.

This Agreement consists of the following documents (the **"Agreement Documents"**):

1. This main body of the Agreement;
2. Schedule 1 – RingGo General Terms and Conditions for Corporate Customers; and
3. Schedule 2 – RingGo Corporate Charges.

In the event of any inconsistency between the Agreement documents, the inconsistency shall be resolved by giving precedence to the Agreement documents in the order in which they appear above.

Term of the Agreement

This Agreement enters into force on:

This Agreement has an initial term of 12/24 months (the **"Initial Term"**). The Agreement cannot be terminated during the Initial Term. After the Initial Term, the Agreement shall continue in force for successive periods of 12 months (the "**Extended Term**") until such time as either Party gives the other Party 90 days' notice in writing to terminate the Agreement such notice to take effect at the end of the Initial Term or Extended Term (as appropriate) or the Agreement is terminated in accordance with the provisions of Clause 6 of the RingGo General Terms and Conditions for Corporate Customers.

RingGo Corporate Fees and Minimum charge

The associated fees payable by the Customer to RingGo will be as set out in Schedule 2 of this Agreement (the **"RingGo Corporate Fees"**). The Customer agrees that a monthly minimum charge will be payable each month during the Term (the **"Monthly Minimum Charge"**). If the actual RingGo Corporate Fees in a month are less that the Monthly Minimum Charge, RingGo will invoice the Customer a sum for that month equal to the Monthly Minimum Charge.

RINGGO CORPORATE AGREEMENT

Monthly Minimum Charge: **£XXX**
Contact Details for Customer Name: **** Phone no: ***** Email Address: ******

Signed for and on behalf of
RINGGO LIMITED

Name: Christopher Carlander

Position Chief Corporate Commercial Officer

Date:

Signed for and on behalf of

Name: _____

Position

Date: _____

SCHEDULE 1

RINGGO GENERAL TERMS AND CONDITIONS FOR CORPORATE CUSTOMERS

1 Applicability

1.1 Subject of these terms. These general terms and conditions (the "**Terms and Conditions**") apply when RingGo Limited, company number 03151938 ("**RingGo**", "**us**", "**we**" or "**our**") provides our Corporate Service Offering (as defined below) to business customers in the United Kingdom.

1.2 The Corporate Service Offering is provided in accordance with mandatory law and in accordance with:

- any individually agreed terms and conditions ("Special Terms and Conditions");
- these Terms and Conditions.

1.3 In case of deviation between the abovementioned provisions, they shall take precedent in the abovementioned order.

1.4 By registering with RingGo to receive our Corporate Service Offerings, you agree with and accept to be bound by these Terms and Conditions and any applicable Special Terms and Conditions, as the case may be. A binding agreement (the "**Agreement**") arises when we have confirmed your registration and you gain access to our Corporate Service Offering.

1.5 You are responsible for any use of Corporate Service Offering by your Eligible Employees (including, but not limited to, the liability to make payment for such use, as the case may be), and shall procure that such use is in accordance with the Agreement. You are not permitted to make the Corporate Service Offering available to anyone who is not a consultant or employee of yours.

2 General terms and conditions of our Corporate Service Offering

2.1 General

2.1.1 We offer systems that enable motorists to pay parking fees (the "**Parking Fees**") and other services related to parking and vehicle use (our "**Parking Payment Systems**"). Our Parking Payment Systems allow for the settlement of Parking Fees for specific on-street or off-street locations without the need to use cash. Our "**Corporate Service Offering**" enable a company or other organisation ("**you**" or the "**Customer**") to register eligible employees ("**Eligible Employees**") who are entitled to use the Parking Payment Systems at the Customer's expense.

2.1.2 Eligible Employees register a parking action with our Parking Payment Systems using the available methods. The Customer will pay the associated Parking Fees in accordance with these Terms and Conditions. When offering our Parking Payment Systems, we are facilitating the payment of Parking Fees on behalf of the operator of the specific on-street or off-street location.

2.1.3 For more details on the specific services we provide, please review https://www.myringgo.co.uk.

2.1.4 The Customer acknowledges that the use and availability of our Parking Payment Systems is highly dependent on the operation of a number of external factors including, without limitation, the Eligible Employees' mobile devices, the internet, their GPS receiver and other resources the Eligible Employees can use to access our services. If Eligible Employees are unable to access and use our Parking Payment Systems for any reason, they and not us are required to use alternative payment methods to pay for parking or there may be a risk that the Eligible Employee could be liable for additional Parking Fees and parking penalties.

2.1.5 Our Parking Payment Systems and related services may be used in combination with services offered by public parking operators, private parking operators, and/or other partners. Such operators and partners will have their own terms of service, the Customer and/or the Eligible Employees will be required to accept before using the service. We are not responsible nor liable for the services offered by such operators and partners.

2.1.6 The Nominated User(s) will be able to view details of all parking actions undertaken by Eligible Employees through the Account Dashboard which can be accessed by logging into the account Dashboard.

2.2 **Access to the Corporate Service Offering, registration data, etc.**

2.2.1 Eligible Employees will be able to access our Parking Payment Systems and related services via such tools as are available from time-to-time, including mobile applications, the RingGo web page, text messaging/SMS, interactive voice recognition (IVR) and in-car applications (if applicable). Our tools are under continuous development and may be updated from time-to-time or discontinued. Eligible Employees must follow the tool instructions at all times and keep their devices and tools up-to-date.

2.2.2 The Parking Payment Systems has a function that allows Eligible Employees to use alternate payment methods to pay for parking. Eligible Employees will be able to use both their private account and the Customer's account as managed by the Customer through the Nominated User(s) (the **"Customer's Account"**). Every time an Eligible Employee starts a parking action, they can elect which account should be charged for such parking action. The account that has been selected in connection with that parking action will also apply by default for the next parking action, unless otherwise elected. Please note that once a parking action has been started, the selected account will be charged for such parking action and the relating invoice cannot be changed.

2.2.3 Nominated User(s) will be able to create a parking action on behalf of an Eligible Employee via the Account Dashboard. In such circumstances, the parking action will show as a parking session in the registered account held by the Eligible Employee to access the Parking Payment Systems.

2.3 Access to the Services, registration data, etc.

2.3.1 Access to the Parking Payment Systems is limited to registered accounts and such registration is subject to our approval. Prior to using the services, Eligible Employees will need to register with us as an individual user and as part of that will need to agree to the RingGo terms of services for individual users. Once this has been done, they will be able to use our tools to pay for parking using either their private account or the Customer Account. The Eligible Employee will need to identify and authenticate themselves by entering their user name or mobile phone number in combination with a password or PIN, or by using touch ID, whatever is applicable, before they can start using the services and perform parking actions and related payments through the business account.

2.3.2 Account information should be kept confidential and should not be shared with anyone. Registered accounts are for use by the registered user of that account only.

3 Administration and Use of Our Parking Payment Systems

3.1 When registering for our Corporate Services the Company will identify the person(s) who will manage the account (the "**Nominated User(s)**"). The Nominated User(s) will be able to – on behalf of the Customer – register Eligible Employees through the account dashboard which can be accessed by logging into the online user account (the **"Account Dashboard"**). The following details relating to Eligible Employees are required for registration:

- Name
- Vehicle Registration Number
- Mobile Phone Number

3.2 In addition, the Nominated User(s) can provide to us the relevant cost code relating to invoices issued by us. Upon registration and notification of details of Eligible Employees, we will within 2 business days make the Corporate Service Offering available to Eligible Employees by providing access to our Parking Payment Systems and related services as expressly requested by the Nominated User(s). In addition, the Nominated User(s) must update the account Dashboard where any individual ceases to be an Eligible Employee. Until the moment of update of our records, the relevant Eligible Employee will still be able to access and use our Corporate Service Offering and where the Corporate Service Offering you will continue to be liable for the associated fees. The Customer is responsible and will be required to indemnify us in full against any and all claims arising of whatever nature as a result of a failure to notify us of any changes to the Eligible Employees.

3.3 The Nominated User(s) may set and manage certain restrictions and limitations which may apply in relation to an Eligible Employee's access and use of the Corporate Service Offering.

3.4 The Customer is ultimately responsible for any Eligible Employee and its use of Corporate Service Offering (including, but not limited to, the liability to make payment for such use, as the case may be). The Customer is responsible for any fault, negligence or breach by any Eligible Employee and will be required to indemnify us against all claims by Eligible Employees in relation to the use of the Corporate Service Offering.

3.5 No more than 2 vehicles can be associated with any Eligible Employee. Where this amount is exceeded, we reserve the right to terminate this Agreement.

3.6 Eligible Employees can use our Parking Payment Systems to pay for parking at the parking spaces and areas indicated by us on the following website: www.myringgo.co.uk/parkinglocator. They cannot use our Parking Payment Systems to pay for parking outside these locations. The parking locations may change from time-to-time. The parking location and associated payment service is provided by the respective public or private operator of the parking location concerned. Any questions or complaints about the location should be directed to such operator. We are not responsible nor liable for loss or damage to Eligible Employees' vehicles or other properties while using the parking locations.

3.7 Eligible Employees can pay for parking at one of the parking locations by successfully registering their parking action with our Parking Payment Systems. They can use one of the methods available in our tools to complete such registration, such as start/stop, selection and prepay of a specific duration (buy time) or capture of vehicle movements by means of in/out methods. Successful registration requires confirmation of the parking action by the Parking Payment Systems.

3.8 Additional instructions on how to register a parking action may be provided on-site at the parking location or provided to the Nominated User(s). Eligible Employees are required to follow the instructions at all times. Further to the instructions provided by us, the Customer and the parking location controller, the following specific conditions apply:

Auto Pay on the basis of ANPR (automatic number plate recognition), RFID tag, Bluetooth, UHF tag or vehicle beacon or other vehicle identifier.	Eligible Employees must register and enable Auto Pay for specific locations and vehicles, after which we can charge all Parking Fees incurred by that vehicle based on the entrance/exit of the vehicle identifier. The terms and conditions associated with Auto-Pay are as set out in the RingGo terms of services for individual users.
Late Pay	In order to access our Late Pay product, Eligible Employees must register for this service. The terms and conditions associated with Late Pay are as set out in the RingGo terms of services for individual users

3.9 Eligible Employees are responsible for providing all of the necessary and correct details for their parking actions, such as vehicle number plate and the correct location code. Their parking action will be automatically processed on our Parking Payment Systems on the basis of these details. The details Eligible Employees provide about their parking action are key for us to correctly process the Parking Fees. We are not responsible for verifying whether parking action details are correct. Eligible Employees will be responsible for paying any penalty charge or Parking Fee issued as a result of incorrect parking action details.

3.10 Eligible Employees will receive confirmation messages that their parking session has commenced and reminders advising them when their parking session is due to end. We emphasize that notwithstanding this, the Eligible Employees remain responsible for the parking action. The Customer also acknowledge that receipt of the reminder depends on the availability of the Eligible Employees network and can be interrupted/delayed. Any additional costs relating to these reminders will be

charged simultaneously with all other charges. Costs for these services are detailed at https://www.myringgo.co.uk/parkinglocator.

4 Payment and Processing

4.1 The Parking Fees are set by the respective controller of the parking location. We have no control over the amount of these Parking Fees, which may change from time-to-time. The Customer/Eligible Employees should not use our Parking Payment Systems if they are eligible for certain Parking Fee arrangements or discounts offered by the parking location controller as these will not always be available in our Parking Payment Systems.

4.2 In addition to the relevant Parking Fees we will charge you our fees depending on your selection and use of our Parking Payment Systems and the related services. For more details on the specific services and the applicable fees, please consult https://www .myringgo.co.uk/parkinglocator. The Customer/Eligible Employees are responsible for all costs charged by third parties for accessing or using our services (such as telephone, SMS or data charges applied by mobile operators).

4.3 In additional to all other charges, the Customer will pay the monthly RingGo Corporate Fee which will be based on the number of Eligible Employees. The RingGo Corporate Fee will be calculated based on Schedule 2 which may be updated from time-to-time and is subject to the Monthly Minimum Charge.

4.4 Before the Corporate Service Offering can be used by Eligible Employees to pay for parking, the Customer will be required to make a payment on account. This payment on account will be used to cover the costs of all Parking Fees incurred by Eligible Employees. Please be aware that an Eligible Employee will not be able pay for a parking session using the services where insufficient funds are available on account. It is the Customer's responsibility to ensure that sufficient funds are held on account to cover the Parking Fees.

4.5 The Parking Fees incurred by Eligible Employees along with all other sums associated with the Payment Parking Services will be deducted from the payment held on account. We will provide the Customer a monthly invoice setting out all fees that have been charged for that month.

4.6 We are under no obligation to provide a refund or cancel parking actions submitted to the Parking Payment Systems, unless there is a system error on our part.

4.7 Any bona-fide invoices dispute must be raised by the Nominated User(s) in writing within 14 days of the date on which the invoice is issued. The parties will act in good faith to resolve any dispute.

5 Processing of personal data

The parties will comply with the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data any other legislation in force from time to time in the United Kingdom relating to privacy and/or the processing of personal data including, without limitation, the Data Protection Act 2018. The parties acknowledge that to the extent they process personal data relating to Eligible Employees in connection with their services, they each do so for their business purposes and in this respect do not act as a data processor for the other party, but each as independent data controller within the meaning of the relevant data protection legislation.

6 Term, termination and refund

6.1 Our agreement to provide the Corporate Services Offering based on these Terms and Conditions comes into effect upon successful registration of the corporate account.

6.2 We may stop carrying our service as a whole or in part by providing at least one month's prior written notice.

6.3 Where this Agreement is terminated and following payment of all sums due to us by you up to the date of termination, we will refund to you any unused sums which were paid to us on account within 14 days of receipt of all outstanding payments from you to us.

6.4 We can immediately terminate or suspend this Agreement in case you do not comply with your responsibilities as set out in these Terms and Conditions or our documents referred to in these Terms

and Conditions or abuse or manipulate the Parking Payment Services. We will provide you with written notice if we choose to terminate or suspend our services. Please note that the following events will in any case qualify as events that trigger our right to immediately terminate or suspend the Parking Payment Services:

a. Reports of unauthorised or unusual credit card use associated with the corporate account including, but not limited to, notice by the card issuing bank. This includes notices made by the Customer to its credit card company that a transaction was unauthorised or its account compromised, and is done in order to protect the Customer from further unauthorised use of its card;
b. Reports of unauthorised or unusual parking account use associated with the account;
c. Excessive levels of disputes or chargebacks;
d. We are unable to verify or authenticate any information as provided to us;
e. We believe that the account or activities pose a significant credit or fraud risk to us;
f. Attempt to gain unauthorised access to our services, the server on which our services are run from, any server, computer or database connected to service including using any robot, spider, other automatic device, or manual process to monitor or copy our service or the content without our prior express written permission;
g. Take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
h. In case of a criminal offence under the Computer Misuse Act 1990.

The abovementioned termination and suspension rights also apply in the event that an Eligible Employee fails to comply with the material responsibilities or abuses or manipulates our service.

7 Force Majeure

RingGo shall not be responsible or liable for failure or delay in carrying out the terms of the Agreement resulting from any cause or circumstance beyond RingGo's reasonable control, including, but not limited to disruptions in the telecommunication infrastructure, internet, national unrest, mobilisation, war, traffic closures, strikes, lockout, denial-of-service attacks, distributed-denial-of-service attacks, disruption of operations, stagnation of supply, fire and flood.

8 RingGo's liability

8.1 Subject to Clauses 8.2 and 8.3, RingGo's aggregate liability in relation to the Customer during a calendar year shall in no event exceed an amount equivalent to 10 per cent of the aggregate fees (less any Parking Fees) paid by you during the preceding calendar year.

8.2 Nothing in these Terms and Conditions shall exclude liability of RingGo for death or personal injury caused by RingGo's negligence, fraud or fraudulent misrepresentation or any other type of liability which cannot be excluded or limited under applicable law.

8.3 RingGo shall have no liability for any of the types of loss, whether arising from negligence, breach of contract or otherwise; loss of profits, revenue or other types of economic loss; loss of business or contracts; loss of anticipated savings or goodwill; losses arising from loss of data; any losses which arise other than directly and naturally from a breach of contract or other losses which a courts holds to be consequential, special or indirect losses and any losses suffered by you arising from any claim against it by a third party for any of the above types of loss along with those losses set out in Clause 8.4.

8.4 RingGo shall have no liability for any damage or loss incurred by you caused by:

a. You or any Eligible Employee's, as the case may be, fault or negligence, including that any Eligible Employee has: (i) not correctly started or ended a parking action, (ii) not heeded information provided by RingGo, or (iii) when starting a parking action, specified the wrong location or vehicle registration number (irrespective of whether such information has been entered manually or automatically on entry to a car park);

b. You or any Eligible Employee, as the case may be, not having discharged its duties under the Agreement or otherwise not complied with RingGo's instructions;

c. any Eligible Employee having parked a vehicle in violation of applicable laws, regulations, and/or rules and parking conditions established by the relevant parking operator, or which are otherwise applicable in relation to the car park where the Eligible Employee parks the vehicle;

d. error or insufficient functionality (such as the equipment being switched off or having a discharged or dead battery) relating to your or any Eligible Employee's (i) telephone, (ii) Mobile phone, or (iii) other technical equipment (e.g., a vehicle's infotainment system), as the case may be, which may result in a parking session not being started, extended or ended correctly;

e. failure, disruption or delay in telephone, internet, or other communication network provided by a party other than RingGo, or any telecommunication operator's actions or omissions affecting the Parking Payment Systems' functionality or its availability, which, e.g., may result in the yours or the Eligible Employee's phone, Mobile phone or other technical equipment not being able to communicate with the RingGo system and a parking session not being started, extended or ended correctly ;

f. error or defect in a technical function, which specifies the amount of the relevant Parking Fee;

g. the Corporate Business Service having been cancelled by RingGo due to reasons that prove to be incorrect, but which RingGo had reason to believe were correct at the time of the cancellation, and which justified the cancellation;

h. the Customer or any Eligible Employee, as the case may be, not having informed RingGo of a known or suspected misuse of a vehicle registered for use of AutoPay;

i. a Mobile phone, on which the Eligible Employee has installed the RingGo App, or a vehicle, in which the Eligible Employee has installed the car App, being lost or stolen and you not having duly informed RingGo about this;

j. You having not deactivated the AutoPay service in relation to a vehicle;

k. unauthorised use of the Corporate Service Offering,

l. any action or inaction of any Eligible Employee; or

m. Force majeure (see section 7).

8.5 RingGo is not liable for any damage or loss incurred by any Eligible Employee.

9 The Customer's liability

9.1 The Customer shall indemnify and hold RingGo harmless against any damages or losses suffered by RingGo as a consequence of the Customer's, or any Eligible Employee's fault or negligence, the Customer not having discharged its duties under the Agreement or otherwise not complied with RingGo's instructions, any Eligible Employee not having discharged its duties under these Terms and Conditions or otherwise not complied with RingGo's instructions, and any action or inaction of any Eligible Employee.

9.2 The Customer shall also indemnify and hold RingGo harmless against any third party claims being made against RingGo, which are a direct or indirect consequence of the Customer's or any Eligible Employee's use of any Service.

10 Amendments, assignment, etc.

10.1 RingGo reserves the right to amend these Terms and Conditions. In such case, RingGo shall promptly inform you and make the new version of the Terms and Conditions available to you via our website. Should you or an Eligible Employee, as the case may be, thereafter continue to use the Corporate Service Offering, you shall be deemed to have accepted the amendments.

10.2 The Terms and Conditions applicable from time to time are available on our website.

10.3 RingGo has the right to assign, in full or in part, its rights and/or obligations under (i) the Agreement without your consent to any other person or entity. Furthermore, RingGo has the right to employ sub-contractors to discharge its duties under the Agreement.

10.4 The Customer may not assign its rights and/or obligation under the Agreement, without RingGo's written consent.

11 Notices

11.1 All notices or other communications under the Agreement shall be in writing and be sent by registered or certified mail or e-mail and shall be deemed to have been received by a Party:

a. if delivered by courier, on the day of delivery;
b. if sent by mail, unless actually received earlier, 3 days after the notice was deposited in the mail (postage prepaid); or
c. if sent by e-mail, on the date of dispatch, unless an auto-generated delivery failure message is received in return.

11.2 All notices and other communications to (a) the Customer shall be addressed to the address registered with RingGo from time to time in accordance with the Agreement and (b) RingGo shall be addressed to RingGo's registered address.

12 Miscellaneous

12.1 The Agreement constitutes the entire agreement between RingGo and you regarding the issues, to which the Agreement relates.

12.2 RingGo and you agree that, should any provision of the Agreement be held invalid or unenforceable, such provision and the other terms and conditions of the Agreement shall apply to the extent allowed.

12.3 The rights and remedies of either party under this agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of this agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

12.4 A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

12.5 Neither the Agreement nor these Terms and Conditions do confer any exclusive rights or obligations to either Party.

13 Applicable law and disputes

13.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales.

13.2 Any dispute, controversy or claim arising out of or in connection with the Agreement or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the laws of England and Wales. The arbitral tribunal shall be composed of a sole arbitrator. The seat of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

14 Customer service

14.1 RingGo's customer service answers questions regarding the Agreement, these Terms and Conditions, and the Corporate Service Offering provided by RingGo, during office hours during business days in the United Kingdom. They can be reached by email at: support@ringgo.co.uk.

SCHEDULE 2

PRICING

Monthly charge per Eligible Employee: £**** +VAT

Notwithstanding the provisions of Clause 4.3 of Schedule 1, it is acknowledged and agreed that RingGo Corporate Fees will remain fixed during the Initial Term.