

Subject to Contract

## **AGREEMENT FOR THE PROVISION OF THE PAYBYPHONE SERVICE**

This Service Agreement (the “**Agreement**”) is dated \_\_\_\_\_  
(the “**Effective Date**”),

BETWEEN:

1. **PAYBYPHONE LIMITED**, a company incorporated in England & Wales under Company number 5060103 with its principal place of business at 2<sup>nd</sup> Floor Bishops Court, 17A The Broadway, Hatfield, Herts AL9 5HZ (“**PayByPhone**”); and
2. \_\_\_\_\_ a company incorporated in England & Wales under Company number XXXXXXXX with its principal place of business at XXXXXXXXXX (“**the Client**”)

PayByPhone and the Client shall each be a “**Party**” to this Agreement and shall collectively be referred to as the “**Parties**”.

WITNESSES THAT WHEREAS

- A. PayByPhone is a leading provider of phone-based payment solutions for the parking industry.
- B. The Client wishes to introduce phone-based payment as an alternative form of payment in those car parks detailed in Schedule A (the “**PayByPhone Enabled Car Parks**”) or as otherwise agreed from time to time during the term of this Agreement between the Parties.

Schedules:

Schedule A: PayByPhone Enabled Car Parks  
Schedule B: PayByPhone Services  
Schedule C: Data Processing Agreement  
Schedule D: PayByPhone Logo

NOW THEREFORE, the Parties agree as follows:

## **1 Interpretation**

- 1.1 Headings to the clauses and the Schedules are inserted for convenience of references only and shall be ignored in the interpretation of this Agreement.
- 1.2 In this Agreement, unless it is stated or the context otherwise requires:
- (a) references to clauses, schedules and appendices are to be construed as references to clauses of and schedules and appendices to this Agreement and references to this Agreement includes its schedules and appendices; and
  - (b) words importing the singular shall include the plural and vice versa; words importing a gender include every gender; and references to persons include natural persons, partnerships, and governmental and quasi-governmental bodies as well as bodies corporate and unincorporate; and
  - (c) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time; and
  - (d) the rule of interpretation known as “ejusdem generis” rule shall not apply, so that, for example, any phrase introduced by the terms “including”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2 PayByPhone Parking System**

- 2.1 **PayByPhone Parking System:** Subject to the terms of this Agreement, PayByPhone will provide access to the wireless parking software applications operated by PayByPhone (the “**PBP System**”) to the Client for use by members of the public wishing to park their vehicles in the PayByPhone Enabled Car Parks. The services to be provided by PayByPhone in clauses 2.1 to 2.4 and in Schedule B shall be referred to as the “**Services**”.
- 2.2 **Management Information System:** PayByPhone will provide, operate, and manage a software application for the Client that will provide real-time information and management reports on the transactions conducted through the PBP System. The Management Information System (“**MIS**”) will comprise online reports and screens that allow for the effective daily operation of the PBP System by the Client, and control of parking revenues. PayByPhone will host the MIS on its computer and network equipment. The Client will access the MIS through a browser-based program accessed on its computer hardware.
- 2.3 **Open Access:** The PBP System will be platform independent and operate on common wireless devices including but not limited to mobile phones, personal digital assistants and pagers (each a “**Wireless Device**”) and software applications associated with a Client's Wireless Device.

- 2.4 **Computer, Networking and Telecommunication Systems:** The PBP System will collect payment information from customers. PayByPhone will own or lawfully possess, and will operate and maintain, all computer and networking hardware and software required to operate the PBP System as contemplated in this Agreement, other than the Client's existing computer and telecommunications systems.
- 2.5 **Tests:** The Client shall co-operate with PayByPhone in conducting any tests that may be required following variations to the Services and any agreement between the Parties to provide any additional services.

### **3 The Client's Services**

- 3.1 The Client shall provide those services (if any) described as being performed by the Client in Schedule B.

### **4 Fees and Payments**

- 4.1 **PayByPhone Service Charge and Additional Charges:** PayByPhone charges service charges in accordance with the table below for the Services and the use of the PBP System:

| #  | Service                             | Charge to Client | Charge to End-user | Rebates |
|----|-------------------------------------|------------------|--------------------|---------|
| 1. | Each new parking session            | XXp              |                    |         |
| 2. | Each extension of a parking session | XXp              |                    |         |
| 3. | Each text receipt (opt-in)          |                  | XXp                |         |
| 4. | Each text reminder (opt-in)         |                  | XXp                |         |

Items 1 and 2 above shall be collectively referred to as the “**Service Charge**” and items 3 and 4 shall be referred to as the “**Additional Charges**”. The fee charged by the Client to the customer for parking in a Car Park shall be referred to as the “**Parking Fee**”. The Service Charge, Additional Charges and Parking Fee together shall be referred to as the “**Total Fee**”.

- 4.2 The Service Charge and any Additional Charges will be inclusive of all applicable taxes thereon, including VAT (the “**Taxes**”). The Client will ensure that the Parking Fee (exclusive of the Service Charge and any Additional Charges) paid by customers using the PBP System is no greater than the parking tariff charged to customers parking at the PayByPhone Enabled Car Parks paying through other means. Each Party shall be responsible for its own VAT arising out of this Agreement.
- 4.3 **Payment Process:** PayByPhone shall open an account for the receipt of all fees and charges from customers and will charge a handling fee of 3% of the Gross Total Fee. PayByPhone

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reserves the rights to increase this rate depending on their charges. The Service Charge and any Additional Charges will be added to the Parking Fee and billed to the credit or debit card that the customer has registered on the PBP System. Each payment will be authorised prior to the start of the parking session concerned.

- 4.4 The Parking Fee (for the avoidance of doubt not including the Service Charge or any Additional Charges) collected during the previous month (less the Processing Fee) will then be paid directly to the Client's designated bank account(s) on the seventh (7<sup>th</sup>) working day of each calendar month. Where the Client requires settlement of the Parking Fees to more than one account, the Client shall pay a fee of £5.00 (five pounds) for each additional account per month, which shall also be deducted from the Parking Fees.
- 4.5 PayByPhone shall send an invoice to the Client detailing the total Parking Fees, Service Charges and any Additional Charges collected during the previous month and the Processing Fee payable. For the avoidance of doubt, the Service Charge and any Additional Charges shall have been retained by PayByPhone and therefore, the invoice described in this clause 4.5 shall be for information purposes only.
- 4.6 All transaction charges charged by either the credit or debit card companies, the acquiring bank and any other parties in the payment process for the PBP System shall be paid for by PayByPhone.

## OR

- 4.7 **Payment Process:** The Client shall enter into an agreement with their merchant bank (the "**Client Bank**") for the receipt of all fees and charges from customers. If that agreement is terminated by the Client Bank for whatever reason, then the Client shall replace the Client Bank with a similar provider and provide all necessary details to PayByPhone.
- 4.8 The Service Charge and any Additional Charges will be added to the Parking Fee and billed to the credit or debit card that the customer has registered on the PBP System. Each payment will be authorised prior to the start of the parking session concerned and will be settled directly to the Clients bank account
- 4.9 PayByPhone shall send a monthly invoice to the Client detailing the Service Charges and any Additional Charges collected during the previous month and the Processing Fee payable. This invoice is payable within 30 days.
- 4.10 All transaction charges charged by either the credit or debit card companies, the acquiring bank and any other parties in the payment process for the PBP System shall be paid for by the Client.
- 4.11 If, at all times acting in good faith, the Client considers an invoice is incorrect PayByPhone and the Client will work to resolve the issue promptly and PayByPhone will provide transaction

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records supporting the invoiced charges. PayByPhone's transaction record shall be conclusive evidence of whether a transaction was completed. If the invoice is found to be incorrect, PayByPhone shall deduct the value of the amount invoiced incorrectly from the amount payable on the next invoice issued by PayByPhone.

- 4.12 The Client's address for invoicing is:

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- 4.13 The Client acknowledges and accepts that where a customer has successfully instigated a chargeback, PayByPhone shall deduct the same amount from the following month's Parking Fees due to the Client.

## **5 Enforcement units**

- 5.1 The Client shall bear the full cost of integrating their existing handheld enforcement units with the PBP System.
- 5.2 If required by the Client, PayByPhone shall provide, subject to the terms of this Agreement and for use only in relation to this Agreement, the Client with handheld units at a cost of £15.00 (fifteen pounds) per unit per month.
- 5.3 The above prices assume the units are supplied on the basis of a twenty-four (24) month contract. PayByPhone reserves the right to increase the above costs during the term of the Agreement, such increase to be reasonable and to reflect only any increased cost to PayByPhone (including any taxes, air time costs, and any other applicable charges) of the units themselves.
- 5.4 The Client shall be responsible for any loss or damage to any of such units and/ or any of PayByPhone's information stored on those units (subject to normal wear and tear).
- 5.5 Risk in and to the said units and/or in any other equipment or data provided to the Client shall pass to the Client on delivery. For the avoidance of doubt, title to the handheld enforcement units shall remain with PayByPhone at all times.

## **6 Audit**

- 6.1 PayByPhone shall grant the Client, on reasonable notice and at reasonable times (but in no event less than seventy-two (72) hours' prior written notice), reasonable access to examine PayByPhone's books and records in whatever form necessary to confirm: (i) the accuracy of any invoices for Service Charge issued to the Client by PayByPhone; and (ii) compliance by PayByPhone with this Agreement.
- 6.2 Any access under clause 6.1 to PayByPhone's premises or equipment shall be on the following conditions:
- (a) access shall be at the Client's expense;

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- (b) the Client shall comply with PayByPhone's reasonable security requirements and, privacy policy as notified by PayByPhone to the Client from time to time and all applicable data protection laws;
  - (c) the Client's access to shall be limited to once per twelve (12) month period; and
  - (d) PayByPhone may require that any examination is carried out by an independent auditor at the Client's expense.
- 6.3 Any access by the Client to personal data and any processing thereof will be as stipulated in Schedule C and strictly in compliance with PayByPhone's privacy policy and Data Protection Legislation, including without limitation the EU General Data Protection Regulation 2016/679, the e-Privacy Directive 2002/58/EC, and their national implementing legislations including the Data Protection Acts of the EEA countries (all as amended and replaced from time to time).

## **7 Activation Terms**

- 7.1 **Minimum Rollout:** The Client will roll-out the PBP System in the PayByPhone Enabled Car Parks as soon as possible and in any case within two (2) months of the Commencement Date (as defined in clause 11.1 below), unless there is a delay which could not reasonably be foreseen by the Client at the time.
- 7.2 **Changes to the PayByPhone Enabled Car Parks:** Additional parking areas may be added to the PayByPhone Enabled Car Parks by mutual agreement of the Parties at any time. Once a new Car Park has been agreed it shall be deemed to be added to Schedule A from the date of such agreement without the need to update Schedule A. The Client shall give PayByPhone twenty (20) Working Days' notice where it wishes to add less than 100 new PayByPhone Enabled Car Parks or twenty-five (25) Working Days' notice where it wishes to add more than 100 new PayByPhone Enabled Car Parks.
- 7.3 The Client may also withdraw specific PayByPhone Enabled Car Parks or parking areas from the PayByPhone Enabled Car Parks upon giving thirty (30) working days' notice to PayByPhone in case of a permanent closure of a specific PayByPhone Enabled Car Parks.
- 7.4 The Client acknowledges and agrees that it shall be solely responsible for (including all associated costs related to) the removal of all PayByPhone advertising/signage from any Car Park withdrawn under this Clause 7.
- 7.5 For the avoidance of doubt, any PayByPhone Enabled Car Parks withdrawn during the term of the Agreement shall continue to be subject to Clause 11.2.

## **8 Marketing, Promotion and User Education**

- 8.1 **License of Trade-Marks:** PayByPhone hereby grants to the Client a non-exclusive, non-transferable license for the duration of this Agreement to use the trademark "**PayByPhone**"

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and the PayByPhone logo set out in Schedule D attached hereto in signs and advertisements for the PBP System in association with the Client's parking business (the "**Promotions**") , provided that in each such Promotion there is clear and prominent reference that the service is provided by PayByPhone and incorporates a logo specified by PayByPhone.

- 8.2 **Signage:** The initial Signage will be at PayByPhone's cost. Any additional or replacement signage required during the term of the Agreement can be arranged by PayByPhone or the Client but will be at the Client's cost. For the avoidance of doubt, PayByPhone shall invoice the Client for any replacement or additional signage, such invoice to become due and payable in accordance with section 4.
- 8.3 The Client will in conjunction with PayByPhone design stickers and provide adequate space in each parking area for the promotion of the PBP System. Signage will consist of as a minimum:
- (a) One call to action sticker on the front of each pay and display machine; and
  - (b) One sticker on at least one side of each Pay & Display machines.
- 8.4 PayByPhone shall arrange for the installation of the signage prior to the launch of the service. The Client shall be responsible for ensuring that the PayByPhone signage is in place during the term of the Agreement and for notifying PayByPhone if any replacement signage is required.
- 8.5 **Promotional Materials:** All promotional activity to be undertaken under the provisions of this Agreement shall be agreed between the Parties.

## 9 Intellectual Property Rights

- 9.1 The Parties agree that any trademarks, patents, trade names, logos, trade dress, domain names, copyright or licenses therein, or other enforceable intellectual property rights and whether in hard or electronic copy (collectively, "**Intellectual Property**") belonging to the other given to them under this Agreement remains at all times the property of the other.
- 9.2 Upon termination of this Agreement for any reason the Parties will use reasonable endeavours to ensure that all such Intellectual Property and material are removed from display and/or destroyed at the request of the other party save where such items described at clause 9.1 above are held by the Parties in compliance with any statutory obligations and/or the maintenance of proper records.
- 9.3 The Parties undertake that they have all necessary permissions, licences and rights to use the Intellectual Property of third parties for the purposes of this Agreement.
- 9.4 Except as expressly provided in this Agreement, no Intellectual Property rights shall be conveyed, transferred, or assigned by this Agreement. Each Party reserves the right to approve in advance the use of its Intellectual Property by the other Party in each and every

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instance. All Intellectual Property owned by either Party will remain the exclusive property of such Party and will be returned to such Party promptly after the expiration of this Agreement or destroyed, at the option of the other Party.

- 9.5 Each Party shall indemnify (for the purposes of this clause, the “**Indemnifying Party**”) the other Party (for the purposes of this clause, the “**Indemnified Party**”) against all actions, claims, proceedings, costs and expenses (including legal fees) arising from any actual infringement of Intellectual Property rights of whatever nature insofar as these relate to the Intellectual Property rights developed and owned by the Indemnifying Party or licensed to the Indemnifying Party which claims, actions or proceedings arise as a result of the Indemnified Party’s use of any of the services within the United Kingdom except that the indemnity shall not apply to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of the Indemnified Party or where such actions, claims or proceedings relate to any developments of the services carried out by or at the request of the Indemnified Party except where the Indemnifying Party knew or ought to have known that such development of the services requested by the Indemnified Party would result in an infringement of Intellectual Property rights.
- 9.6 The Indemnified Party shall notify the Indemnifying Party in writing of any such action, claim or proceeding and shall not make any admission unless the Indemnifying Party gives prior written consent.
- 9.7 At the Indemnifying Party’s request and expense, the Indemnified Party shall permit the Indemnifying Party to conduct all negotiations and litigation. The Indemnified Party shall give all assistance as the Indemnifying Party may reasonably request and the Indemnifying Party shall pay the Indemnified Party’s costs and expenses so incurred.
- 9.8 The Indemnifying Party may, at its expense; (i) obtain a licence to enable the Indemnified Party to continue to use the services, or (ii) modify or replace the services to avoid any alleged or actual infringement or breach or (iii) terminate the provision of the affected elements of the services. Where the Indemnifying Party exercises options (i) or (ii) the functionality of such modification or replacement shall not materially affect the performance of the services.

## **10 Customer Information**

- 10.1 PayByPhone will maintain complete records of any and all information and data collected by PayByPhone from, or relating to, its customers. PayByPhone will obtain and use such information only in accordance with applicable laws including the General Data Protection Regulation 2016/679 (hereinafter GDPR), the Data Protection Act 2018 and any amendments thereto.
- 10.2 PayByPhone will provide to the Client from time to time throughout the duration of this Agreement, such information as the Client’s internal and external auditors may reasonably request regarding compliance by PayByPhone with applicable laws and with its own privacy policy.

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- 10.3 PayByPhone shall retain exclusive ownership of rights in and to such data and/or derivative databases, and all other data collected or used by PayByPhone in relation to this Agreement (including, without limitation, any data on any mobile device provided by PayByPhone to the Client). The Client may use such data for parking enforcement at the PayByPhone Enabled Car Parks for the duration of this Agreement and in respect of any enforcement proceedings for penalty charge notices issued by the Client during the term of this Agreement until such time as any such proceedings are resolved.
- 11.4 In accordance with the terms of this Agreement and the applicable laws including the GDPR and any amendment to this Regulation, the Parties undertake to comply with the Schedule C - Data Processing Agreement attached to this Agreement.

## 11 **Term, Exclusivity, and Termination**

- 11.1 **Term:** This Agreement shall come into effect on XXXX (the “**Commencement Date**”) and, remain in effect for a period of three (3) years from the Commencement Date (the “**Initial Term**”) unless earlier terminated in accordance with this clause 11. Upon the termination of the Initial Term, the Agreement will automatically renew for one (1) or more additional terms of one (1) year each (each a “**Renewal Term**”), unless either party gives the other party at least ninety (90) days prior written notice of its intent to not renew the Agreement before the end of the then-current Term. The Initial Term and all Renewal Terms, in any, shall collectively be referred to as the “**Term**”.
- 11.2 **Exclusivity:** PayByPhone shall be the exclusive supplier of mobile phone parking payment services to the Client at the PayByPhone Enabled Car Parks for the duration of this Agreement. Subject to the foregoing, this obligation shall survive any termination of this Agreement other than a valid termination of this Agreement by the Client for cause pursuant to Clause 11.1 or 11.3.
- 11.3 **Termination:** This Agreement may be terminated:
- (a) Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach.; or
  - (b) forthwith by either Party if the other shall convene a meeting of creditors or if a proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or

a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other Party or if a petition is presented or a meeting is convened for the purposes of considering a resolution or other steps are taken for the winding up of the other Party or for making of an administration order; or

- (c) forthwith by either Party if the financial position of the other Party deteriorates, or in the terminating Party's reasonable opinion is likely to deteriorate, to such an extent that in the terminating Party's reasonable opinion, the capability of the other Party Agent to fulfil its obligations under this Agreement may be compromised.

## **12 Consequences of Termination**

12.1 The following sections and subsections of this Agreement will survive expiry or other termination of this Agreement: 5.3, 9, 10, 12, 13.2, 14, 15, 16.

12.2 On termination of this Agreement for whatever reason:

- (a) each Party shall be entitled to recover on demand from the other all sums the other Party is liable to pay under this Agreement;
- (b) termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after the date of such termination;
- (c) both Parties shall destroy all information described in clause 15 upon termination of this Agreement. Either Party may request that the other certify in writing that it has complied with the requirements of this clause 15; and
- (d) the Client shall return within seven (7) days of termination all enforcement units provided to the Client by PayByPhone in accordance with and subject to clause 5.

## **13 Representations and Warranties**

13.1 **PayByPhone Warranties:** PayByPhone warrants that it will provide the Services in accordance with this Agreement.

13.2 **Client Warranties:** The Client warrants that:

- (a) prior to the commencement of the services, it will ensure that it has obtained all rights, authorisation, licences, exemptions, consents and permissions ("**Authorisations**") or such Authorisations have been granted, and all such

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requirements of law or of any other competent authority or public body have been complied with as are necessary or prudent in connection with the provision of the services and shall, at all times for the duration of this Agreement, maintain in full force and effect all such Authorisations and shall comply with all such Authorisations; and

- (b) it will not to disconnect or interfere with the operation of the processing of card transactions through the PBP System.

### 13.3 **Mutual Representations and Warranties:** Each Party represents and warrants to the other that:

- (a) it has the full corporate (and governmental if relevant) right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;
- (b) its entry into and performance of this Agreement does not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and
- (c) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.
- (d) in performing this Agreement, it will at all times comply with all applicable laws including, without limitation, laws governing the collection, protection, use and disclosure of personal information.

## 14 **Disclaimer, Indemnification and Limitation of Liability**

- 14.1 Without prejudice to the liquidated damages clauses in this Agreement, in no circumstances shall either Party be liable to the other in contract, tort (including, without limitation, negligence), or for breach of statutory duty or otherwise arising by reason of or in connection with this Agreement for loss (whether direct or indirect) of profits, business, goodwill or anticipated savings or for any consequential or indirect loss whatsoever.
- 14.2 The liability of each Party to the other Party in contract, tort (including, without limitation, negligence), or for breach of statutory duty or otherwise arising by reason of or in connection with this Agreement or howsoever otherwise shall be limited to an amount equating to the Annual Liability for any incident or series of incidents related or unrelated in any period of twelve (12) months. For the avoidance of doubt, the Client's obligation to pay PayByPhone's invoices is independent of the liability limitation under this clause 14.2. **"Annual Liability"** in this clause means the total Service Fees paid by the Client to PayByPhone under this Agreement for the twelve (12) months preceding the date of a claim or where the date of a claim is less than twelve (12) months after the Commencement Date the total Service Fees paid to date.

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- 14.3 The provisions of clauses 14.1 and 14.2 shall not apply in relation to any costs, loss, or damages resulting from a deliberate breach or non-performance of this Agreement or wilful abandonment of all or part of this Agreement. Nothing in this clause 14.3 shall limit the Client's liability in respect of any amounts payable by the Client (or to pay interest due thereon) or PayByPhone's liability to settle funds due to the Client pursuant to this Agreement.
- 14.5 Neither Party excludes or restricts liability for death or personal injury resulting from its own negligence.

## **15 Confidentiality**

- 15.1 Neither Party will disclose the other Party's confidential or proprietary information ("Confidential Information") (including the terms of this Agreement and any information provided by the other Party that is confidentially maintained or proprietary or noted as such in writing by the disclosing Party which derives value from not being generally known to persons who can obtain economic value from its disclosure or use or that a reasonable person would consider confidential, given the context) except:
- (a) with the other Party's prior written consent;
  - (b) to employees, agents and contractors who have a need to know in the discharge of their duties as those duties relate to this Agreement and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement; or
  - (c) when required to do so by law.
- 15.2 For purposes of this clause 15, the Parties agree that confidential or proprietary information does not include any information that:
- (a) is already known to the receiving Party at the time of disclosure hereunder (other than from the other Party hereto) as demonstrated by its written records;
  - (b) now or hereafter becomes publicly known other than through acts or omissions of the receiving Party in breach of this Agreement, or anyone to whom the receiving Party disclosed such information;
  - (c) disclosed to the receiving Party, by a third party, under no obligation of confidentiality to the disclosing Party or any other party; or
  - (d) independently developed by the receiving Party without reliance on the confidential information of the disclosing Party as shown by its written records.
- 15.3 Each Party agrees that it will exercise all reasonable commercial care in protecting the confidentiality of the other Party's Confidential Information disclosed to it, but in no event less than a reasonable degree of care.

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- 15.4 The Parties agree that an actual or threatened breach of this provision may result in irreparable harm to the Party whose confidential information would be disclosed in breach, and will entitle that Party to temporary or permanent injunctive relief without proof of actual damages.

## 16 Miscellaneous

- 16.1 **Affiliates and Sub-Contractors:** PayByPhone may perform its obligations under this Agreement through one or more of its Affiliates, including Connect Ltd., or by employing sub-contractors and agents and performance of any obligation by any such person will constitute performance by PayByPhone. Such performance shall not diminish the PayByPhone's obligations under this Agreement.

16.1.1 For the purpose of this Agreement, Affiliates shall mean, means any legal entity which is directly or indirectly controlling, controlled by or under common control with any of the Parties.

- 16.2 **Public Statements:** Notwithstanding anything else in this Agreement, neither Party shall speak to the press or broadcasting media about any matters connected with this Agreement, except with the prior consent of the other. Neither Party shall advertise the provision of the Service or use the corporate logo, coat of arms or name (as appropriate) of the other Party without the prior consent of that Party except PayByPhone may include the name and logo of the Client in any disclosures or announcements any group company of PayByPhone is obligated to provide to the London Stock Exchange under the Listing Rules

- 16.3 **Notices:** Any notices hereunder provided to PayByPhone shall be given at the address specified below or at such other address as PayByPhone specifies in writing. Any notices hereunder provided to Client shall be given at the address specified below or at such other address as Client specifies in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

- 16.4 **Dispute Resolution Procedure:** During any dispute, including a dispute as to the validity of this Agreement, it is mutually agreed that PayByPhone shall continue its performance of the provisions of the Agreement (unless the Client requests in writing that PayByPhone does not do so).

16.4.1 The Parties shall use their best efforts to negotiate in good faith and settle amicably any dispute which may arise in respect of the construction or effect of this Agreement or the rights duties and liabilities of the Parties hereunder or any matter or event connected with or

arising out of this Agreement (a "Dispute") and if not so settled any such Dispute shall be referred to such independent party (the "Third Party") as the Parties shall jointly nominate.

16.4.2 If the Parties shall fail to nominate a Third Party within fourteen (14) days of the date of the occurrence of the Dispute then the Third Party shall be nominated at the request of any of the Parties hereto by the Chair for the time being of the Centre for Effective Dispute Resolution.

16.4.3 The Third Party (whether appointed under clause 16.4.1 or 16.4.2 above) shall act as an expert and not as an arbitrator whose decision (including as to costs) shall except in the case of manifest error be final and binding upon the Parties hereto. The costs of the dispute resolution shall be shared equally between the Parties.

16.4.4 The provisions of clauses 16.7 to 16.10 are without prejudice to the Parties' rights to terminate under clause 11, or to exercise all other rights under this Agreement. This clause is without prejudice to the right of either Party to apply for equitable relief, or declarations, or an injunction.

16.5 **Force Majeure:** In the event of Force Majeure as set-out in clause this clause:

- (a) the affected Party shall notify the other Party, as soon as possible, of the reasons for the Force Majeure and shall use all reasonable endeavours to mitigate the effects of Force Majeure upon performance of this Agreement; and
- (b) where such Force Majeure event continues to prevent performance for a period of twenty-eight (28) consecutive days, either Party may terminate this Agreement forthwith.
- (c) Neither Party shall be liable for any breach of this Agreement where such breach has occurred as a direct result of a Force Majeure event.
- (d) A Party shall not be obliged to perform its obligations under this Agreement to the extent that it (or its subcontractors) is prevented, hindered or delayed by reason of Force Majeure either during the continuation of such events, or for such time after they cease as is necessary for that Party to recommence its affected operations.

For the purposes of this clause, "**Force Majeure**" shall mean any circumstances beyond the reasonable control of the affected Party including, but not limited to:

- (e) riot, uprising against constituted authority, civil commotion, disorder, rebellion, organised armed resistance to the government, insurrection, revolt, civil war; or
- (f) acts which hinder the course of or stop, thwart, prevent, interrupt or breach the supply and/or provision of any material and/or power which is instrumental to the continuance of this Agreement including network, telephone and banking system problems; or

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- (g) any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which renders liable or endangers the health and safety of either Party, its employees servants or agents or the general public; or
  - (h) flood, fire, arson, storm, lightening, accident, or other act(s) of God; or
  - (i) epidemic, explosion, disease, earthquake, hijacking, sabotage, or crime.
- 16.6 **Assignment:** This Agreement will be binding on the Parties, their successors and their permitted assigns. Neither Party may assign its rights or obligations under this Agreement without the consent of the other such consent not to be unreasonably withheld or delayed, except where such assignment is made to a member of the assigning Party's company group (as defined in the Companies Act 2006) in which case such assignment and transfer is permitted.
- 16.6.1 If PayByPhone becomes owned or effectively controlled by, or assigns or otherwise transfers its intellectual property rights in the PBP System to any third party which is in the business of owning, leasing, managing or operating commercial parking facilities in any major city in the UK, then the Client's rights under this contract shall apply.
- 16.7 **No Agency or Partnership:** Each Party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither Party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Nothing in this Agreement will be construed to have established any agency, joint venture or partnership between the Parties. Neither Party will make any warranties or representations on behalf of the other Party.
- 16.8 **Severability:** In the event that any provision of this Agreement is unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.
- 16.9 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all prior understandings, representations, transactions, or communications, whether written or oral, as to the subject matter hereof. Each Party acknowledges that it has not entered into this Agreement in reliance on any representation other than any representations expressly set-out in this Agreement.
- 16.10 **No Waiver:** Failure by either Party to enforce any provision of this Agreement (whether in any one or more instance) will not be deemed a waiver of future enforcement of that or any other provision.
- 16.11 **Captions:** The captions or diagrams/illustrations used in this Agreement are for convenience only and will not affect in any way the meaning or interpretation of the provision set forth herein.

Subject to Contract

- 16.12 **Successors:** This Agreement shall be binding on and enure for the benefit of the Parties successors in title. In the event of an amalgamation or merger of the Client with one or more Service Users, this Agreement shall be construed and given effect as a separate agreement.
- 16.13 **Contracts (Rights of Third Parties) Act 1999:** For the avoidance of doubt nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.
- 16.14 **Counterparts:** This Agreement may be entered into in the form of two or more counterparts all of which taken together shall constitute but one and the same instrument.
- 16.15 **Governing Law:** This Agreement, and all matters relating hereto, will be governed in all respects by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

Subject to Contract

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives

**EXECUTED AS AN AGREEMENT BY PAYBYPHONE LIMITED:**

**Signed:** \_\_\_\_\_

Name:

Position:

**EXECUTED AS AN AGREEMENT (The Client)**

**Signed:** \_\_\_\_\_

Name:

Position:

Subject to Contract

## SCHEDULE A

## The PayByPhone Enabled Car Parks

[illegible]

## **SCHEDULE B**

### **Services to be provided by each Party**

#### **1. Service Implementation**

##### **1.1 Services to be provided prior to launch**

1.1.1 PayByPhone will provide the following services prior to implementation:

- (i) Training for enforcement staff (a designated locations x 1 (one) hour training sessions)
- (ii) Training for administration and customer support staff (at designated locations x 1 (one) hour sessions)
- (iii) Creation of parking zones on the PayByPhone system according to the Client's Specification. The Specification to include:
  - a. All applicable tariffs
  - b. Any parking restrictions that may apply (hours of operation, maximum length of stay etc.)
  - c. Supplementary display information for enforcement (such as expiry time for each parked vehicle)
- (iv) Any support that may reasonably be required in the preparation of a marketing and signage plan
- (v) To set-up an administration interface at [backoffice.paybyphone.com](http://backoffice.paybyphone.com) with account numbers and passwords for the Client's staff
- (vi) The design and production of the signage, labels, and leaflets
- (vii) Opt out registration for new users allowing them to talk to a call centre representative to register their details

1.1.2 The Client will:

- (i) enter into an agreement with PayByPhone's payment service provider to allow for the processing of payments from customers; and
- (ii) provide a detailed list of all locations (car park name, tariffs, parking restrictions and parking terms and conditions).

##### **1.2 Not used**

##### **1.3 Services to be provided**

PayByPhone will provide the following service following the launch of the service:

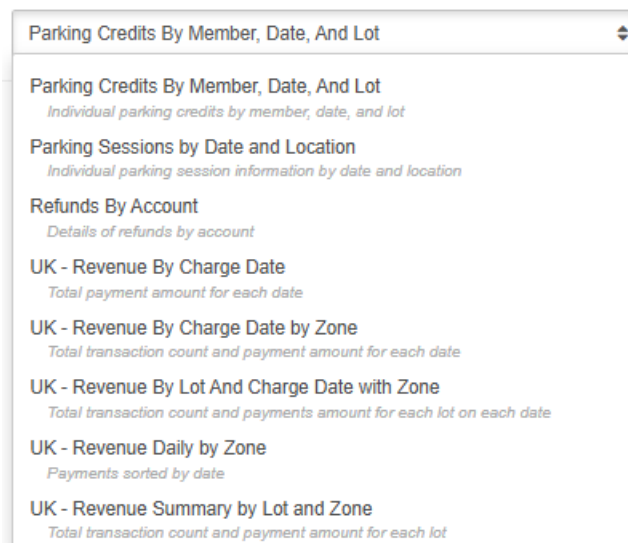
## Subject to Contract

1.3.1 Administration of account numbers and passwords

1.3.2 **Back-office system**

PayByPhone will make the following real-time reports available to the Client through the interface at [backoffice.paybyphone.com](http://backoffice.paybyphone.com):

### Report



PayByPhone will provide further management information reports to monitor the service as may reasonably be required by the Client, for a fee to be reasonably determined by the Parties.

1.3.3 **Training:** PayByPhone will provide further training of the Client's staff without charge in the event that PayByPhone modifies the service such that a level of re-training of staff is required.

1.3.4 **Rates table:** PayByPhone will maintain the tariff tables for all PayByPhone Enabled Car Parks on the PBP System. Should the Client wish to change the tariff then the Client should communicate such changes to PayByPhone in accordance with the notice periods below:

| Number of PayByPhone Enabled Car Parks | Number of Working Days' notice required |
|----------------------------------------|-----------------------------------------|
| Less than 100                          | 20                                      |
| Over 100                               | 25                                      |

1.3.5 **Technical reports:** PayByPhone will provide the Client with monthly reports prepared by its 3<sup>rd</sup> party monitoring service to show the system performance.

Subject to Contract

## **2. System Availability**

### **2.1 PBP System**

2.1.1 PayByPhone shall ensure that the PBP System will operate in accordance with this Agreement an aggregate 95% of the time each month of the duration of this Agreement, not including:

- (i) reasonable downtime for PayByPhone to install updates, do planned maintenance or make mutually agreed corrections, reasonable downtime not to exceed a half day's operation of the service ("Reasonable Downtime"); and
- (ii) downtime arising due to failure of third parties, including but not limited to utilities and wireless carriers, to provide service.

In respect of paragraph 2.1.1(i) above PayByPhone shall give reasonable notice in advance to the Client for any such Reasonable Downtime and in respect of paragraph 2.1.1(ii) above PayByPhone shall use its best endeavours to reinstate the operation back to 95% with a reasonable time. In the event that the PBP System shall experience a downtime, the Client expressly reserves the right for its officers to issue penalty notices to customers of PayByPhone who have already paid, should their payments not be able to be verified through the PBP System.

## **3. Server availability**

PayByPhone operates on industrial grade hardware and software to maintain a fully redundant and fault tolerant service in a carrier-grade data centre.

PayByPhone monitors system loads and will provision new hardware as loads approach threshold levels. Even when loads do not justify additional hardware, PayByPhone ensures that all system functionality is balanced and failed over onto redundant hardware.

PayByPhone's targeted server availability is as follows:

| Item        | Function                                          | Availability |
|-------------|---------------------------------------------------|--------------|
| Web servers | Back-office, customer web interface               | 99.0%        |
| IVR servers | Hosting of IVR applications                       | 99.0%        |
| SMS servers | Hosting of SMS applications (text reminders etc.) | 99.0%        |

The above server availability excludes any downtime for (a) PayByPhone to install product updates or make mutually agreed corrections, (b) scheduled maintenance, and (c) downtime arising due to failure of third parties, including but not limited to utilities and wireless carriers, to provide services.

### 3.1 System performance benchmarks

PayByPhone's targeted Response Times (see Notes below) are as follows:

| Item | Activity            | % of responses | Response Time |
|------|---------------------|----------------|---------------|
| 1    | Payment transaction | 95%            | < 5 seconds   |
| 2    | Enforcement query   | 95%            | < 5 seconds   |
| 3    | Rates update        | 95%            | < 5 seconds   |
| 4    | Web based reports   | 95%            | <5 seconds    |

**Notes:** 'Response Time' is defined as the elapsed time between PayByPhone's servers receiving a query request and transmitting the required response.

### 3.2 Administration and Monitoring

The PayByPhone system uses both internal and 3<sup>rd</sup> party services to monitor performance. All system components are monitored including web servers, IVR servers and database servers.

Upon detection of any condition that might threaten continued operation of any service, phone, email and SMS messages are dispatched to the 24/7 technical support team (see section 3 for reporting of any technical faults).

### 4. Reporting of technical faults

Any technical faults are to be reported to PayByPhone's 24/7 technical support team who will be available on a 24/7 basis and may be contacted on:

**By email:** [uksupport@paybyphone.com](mailto:uksupport@paybyphone.com)

### 5. Text messages and emails to end users

PayByPhone will provide the following messages to end users:

| MESSAGE    | WHEN                                                 | HOW                                                                                         | WHO                                                             | COST          |
|------------|------------------------------------------------------|---------------------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------|
| Reminder   | 10 minutes prior to the end of the parking session   | Text                                                                                        | All those who have opted-in to receive                          | ___p per text |
| Receipt    | Immediately following the end of the parking session | Email                                                                                       | All who have entered email address and have opted-in to receive | No charge     |
| Receipt    | Immediately following the end of the parking session | Text                                                                                        | All who have opted-in to receive (web based opt-in only)        | ___p per text |
| PIN number | Immediately following the request                    | Text (when requested via IVR) or email (when requested via web and email address available) | Requested via IVR or web                                        | No charge     |

## 6. Service Charge

The Service Charge and the Additional Charges are set-out in clause 4.1.

## 7. Client and Administrative support

First line customer support will be provided by the Client's customer support staff. PayByPhone will ensure that the Client's customer support staff are provided with adequate training to handle most customer enquiries. Where the Client's customer support staff require further assistance with customer enquiries then PayByPhone will provide a Help Desk during normal office hours as follows:

By email: [ukclientsupport@paybyphone.com](mailto:ukclientsupport@paybyphone.com)

This email address will be manned between the hours of 08:30 and 17:30 Monday – Friday.

## 8. Key contact details

Subject to Contract

The key contact details for this contract will be as follows:

Account Manager:

Email:

Mobile:

## **SCHEDULE C – Data Processing Agreement**

All terms that are capitalized herein shall have the meaning as in the Agreement or Data Protection Legislation.

### **OBLIGATIONS OF THE PARTIES**

#### **1. COMPLIANCE WITH DATA PROTECTION LEGISLATION**

- 1.1. Both Parties shall duly observe and comply with all their obligations under the Data Protection Legislation which arise in connection with the Principal Agreement.
- 1.2. To the extent that either Party gives instructions in regard to the Processing of Personal Data, such instructions shall be lawful under the Data Protection Legislation. The Party that receives such instructions shall notify the other immediately if it considers that such instructions infringe the Data Protection Legislation.
- 1.3. Both Parties will cooperate with the other to assist them in fulfilling their respective data protection compliance obligations in accordance with Data Protection Legislation.

#### **2. RESPONSIBILITIES TOWARDS DATA SUBJECTS**

- 2.1. Subject to the liability clauses in the Agreement, each party will be responsible for the damage caused by their Processing which infringes Data Protection Legislation.
- 2.2. Where the Parties are jointly responsible for damage caused by the Processing, both the Client and PayByPhone may be held liable for the entire damage in order to ensure effective compensation of the Data Subject and if either Party pays full compensation for the damage suffered, it is entitled to claim back from the other Party that part of the compensation corresponding to the other Party's part of responsibility for the damage.

### **OBLIGATIONS AND REPRESENTATIONS OF PAYBYPHONE**

#### **3. PROCESSING OF PERSONAL DATA UNDER THE PRINCIPAL AGREEMENT**

- 3.1. PayByPhone only processes Personal Data in accordance with the Data Protection Legislation and as outlined in Annex 1 hereto (unless PayByPhone is required to do otherwise by Law, in which case PayByPhone would notify the Client of any such requirement).
- 3.2. PayByPhone relies on a valid legal ground under Data Protection Legislation for each Purpose, including establishing contractual relationship, obtaining Data Subjects' appropriate consent where required or appropriate, or having a legitimate interest.
- 3.3. PayByPhone takes all reasonable steps to ensure the reliability and integrity of PayByPhone Personnel who have access to Personal Data by ensuring that such Personnel:
  - i. *are aware of and comply with PayByPhone's obligation duties under this Letter;*
  - ii. *are subject to appropriate confidentiality undertakings with PayByPhone;*
  - iii. *are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of it to any third party unless directed in writing to do so by PayByPhone or the Client or as otherwise permitted by this Agreement; and*
  - iv. *have undergone adequate training in the use, care, protection and handling of Personal Data.*

#### **4. SECURITY**

## Subject to Contract

- 4.1. PayByPhone has appropriate technical and organizational measures in order to ensure an appropriate level of security, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects, in particular from a Personal Data Breach. These measures include, without limitation:
  - i. *the pseudonymization and encryption of Personal Data;*
  - ii. *the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;*
  - iii. *the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and*
  - iv. *a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing.*
- 4.2. The technical and organizational security measures are subject to technical progress and development and PayByPhone updates and modifies the security measures from time-to-time to ensure continued security of Personal Data Processes by PayByPhone.
- 4.3. Upon reasonable request from the Client, PayByPhone will provide documentation of these security measures.

## 5. DATA SUBJECT RIGHTS

- 5.1. PayByPhone is committed to Data Subject rights and helps Data Subjects assert those rights by:
  - i. *providing appropriate notice to the Data Subjects regarding (1) the Processing of their Personal Data for the Purposes, in a timely manner and at the minimum with the elements required under Data Protection Legislation, (2) the existence of Processors located outside of Europe; (3) the transfer of any Personal Data outside of Europe.*
  - ii. *Taking reasonable steps to ensure that Personal Data is accurate, complete and current; adequate, relevant and limited to what is necessary in relation to the Purposes for which they are processed; and kept in a form which permits identification of Data Subjects for no longer than is necessary for the Purposes for which the Personal Data are processed unless a longer retention is required or allowed under applicable law.*
  - iii. *Responding to Data Subject requests to exercise their rights of (a) access, (b) rectification, (c) erasure, (d) data portability, (e) restriction of Processing, and (f) objection to the Processing in accordance with Data Protection Legislation and will help the Client if the Client receives such a request in relation to Personal Data that is processed by PayByPhone.*

## 6. PERSONAL DATA BREACH

- 6.1. In the event of the discovery of a Personal Data Breach which relates to Personal Data Processed for the Services under the Principal Agreement, PayByPhone would notify the Client, without undue delay.
- 6.2. PayByPhone will provide reasonable assistance to the Client to assist in the response to a Personal Data Breach.
- 6.3. PayByPhone shall make reasonable efforts to identify the cause of any such Personal Data Breach and shall take the necessary steps to prevent such a breach from reoccurring.

## Subject to Contract

### 7. DATA PROTECTION IMPACT ASSESSMENT

- 7.1. Upon request of the Client, PayByPhone shall provide reasonable assistance in the preparation of a Data Protection Impact Assessment. Such assistance may, include:
- i. *a systematic description of the Processing operations and the purpose of the Processing;*
  - ii. *an assessment of the necessity and proportionality of the Processing operations in relation to the Services;*
  - iii. *an assessment of the risks to the rights and freedoms of Data Subjects; and*
  - iv. *the measures utilised to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.*

### 8. DATA PROCESSING RECORDS AND AUDITS

- 8.1. PayByPhone maintains complete and accurate records and information of how it collects, uses and stores Personal Data in relation to the Purposes of the Principal Agreement which demonstrates its compliance with the Data Protection Legislation.
- 8.2. Upon reasonable request by the Client, PayByPhone will make available to the Client such records (redacted where necessary) and will reasonably cooperate with audits. The Client will give notice of any audit or document inspection to be conducted and shall make reasonable endeavours to avoid causing damage or disruption to the Data Processors premises, equipment and business in the course of such an audit or inspection.
- 8.3. PayByPhone may request that the Client signs a non-disclosure agreement reasonably acceptable to PayByPhone before being furnished with the above.

### 9. RESTRICTED TRANSFERS

- 9.1. PayByPhone may transfer Personal Data outside of the EU, but only does so as required to offer the Services under the Principal Agreement, and always ensuring adequate relevant safeguards required by the Data Protection Legislation are employed.

### 10. SUB PROCESSING

- 10.1 For processing for which the Client is responsible under the Data Protection Laws referred to in the preamble, the Client gives the Contractor a general authorisation to Process and sub-contract Personal Data to internal and external Sub-Contractors within the scope of the Services and in accordance with the Data Protection Laws.
- 10.2 Where the Contractor process data on behalf of the Client and subcontract certain processing of Personal Data in the context of the Services, the Contractor require that all subcontractors, by means of a written agreement, to comply with the requirements of applicable Data Protection Laws, with the same obligations as those imposed on the Contractor by the Agreement and this Schedule C.
- 10.3 Where the Contractor acts as a sub-contractor on behalf of the Client in connection with the Processing of Data, the Contractor:
- i. Remain liable to the Client for the performance of the obligations of its sub-contractors.
  - ii. Ensure that the persons authorized to Process Personal Data undertake to respect the confidentiality of such data.

## Subject to Contract

- iii. Takes all the required measures provided for by the GDPR to ensure the security of the data processing.
- iv. Notifies the Client of any planned changes concerning the addition or replacement of other subcontractors in a timely manner so that the Client has the opportunity to object to the change or to the Processing of Personal Data by the new subcontractor, except where the services contemplated by the new subcontractor are necessary for the Contractor to provide the Services under the Agreement;
- v. Takes into account the nature of the Processing, assists the Client responsible for the Processing with putting in place appropriate technical and organisational measures, to the extent possible, in fulfilling its obligation to comply with the requests made by the data subjects to exercise their rights under Chapter III of the GDPR ;
- vi. Helps the Client acting as Data Controller to ensure compliance with the obligations provided for in the GDPR relating to the security of personal data, given the nature of the processing and the information available to the Contractor acting as a processor.
- vii. Deletes, according to the choice of the Client acting as Data Controller, all personal data or returns them to the Client at the end of the provision of services relating to the processing, and destroys existing copies, unless the law of the Union or the law of the Member State requires the retention of personal data;
- viii. Make available to the Client acting as controller all information necessary to demonstrate compliance with the obligations under this Article and to allow audits, including inspections, to be carried out by the controller or another auditor mandated by it, and to contribute to such audits.

## 11. RETENTION AND DELETION OF PERSONAL DATA

- 11.1. PayByPhone only retains Personal Data insofar as it is necessary for PayByPhone to offer the Services to its users and to comply with Applicable Laws.
- 11.2. Upon the termination of the Principal Agreement, PayByPhone will delete or return all Personal Data related to Client and will only retain Personal Data that it is required to maintain in order to continue to offer its Services to its users or as required to comply with its legal obligations.
- 11.3. Upon request by the Client, PayByPhone will provide written certification that it has complied with this section 11.

**ANNEX 1**  
**PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

| <b>Description</b>                                                        | <b>Details</b>                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Subject matter of the Processing                                          | PayByPhone processes Personal Data in relations to mobile payment of parking.                                                                                                                                                          |
| Nature of the Processing                                                  | PayByPhone collects, records, organises, retrieves, uses, transmits and stores the Personal Data necessary to allow Data Subject to use the PayByPhone Services to pay for parking transaction.                                        |
| Purpose of the Processing                                                 | PayByPhone processes the Personal Data in order to fulfil its contractual obligation to the Data Subject to offer the mobile payment service or to communicate with the Data Subject.                                                  |
| Type of Personal Data                                                     | PayByPhone processes names, addresses, email addresses, telephone numbers, bank card information, license plate, transaction details, any other Personal Data provided by the Data Subject.                                            |
| Categories of Data Subject                                                | PayByPhone's Data Subjects are members of the public who are users of PayByPhone Services.                                                                                                                                             |
| Duration of the Processing                                                | PayByPhone processes Personal Data as required to process transaction, reconcile transactions, process chargeback requests, comply with applicable laws and regulations or as long as the Data Subject has an account with PayByPhone. |
| Return and destruction of the Personal Data upon completion of Processing | PayByPhone processes and retains Personal Data as long as necessary to offer the service to the Data Subject and to comply with laws and regulations, and then PayByPhone deletes the Personal Data.                                   |

**SCHEDULE D**

**PayByPhone Logo**

