

## Services Agreement

This Services Agreement ("Agreement") is made and entered into as of the application date (the Effective Date) by and between EasyPark S.r.l, Vignola (Mo) Via Tavoni 1/7 CAP 41058, 2818030369 (the "Company"), and you (the "Service Provider").

The Service Provider and the Company are also referred to individually as Party and collectively as Parties.

The Parties hereby represent, warrant, undertake and agree, as follows:

### 1. The Services and the Term

(a) The Service Provider shall provide to the Company, from time to time and according to the Company's needs, certain services for the purpose of collecting data to a service application developed by the Company (the "Application"). The work entails driving a private vehicle and using a private smart phone where the Application is installed, all in accordance with the instructions, guidelines and timetables for performance, delivered by the designated representative of the Company (the "Services").

(b) In addition to the Services the Service Provider may revise the recordings that other mappers have recorded. The work could involve e.g. reviewing, analysing, editing and improving the collected data in EasyPark's internal data analysis tools. For this, the Service Provider should use its private computer in accordance with the instructions and guidelines provided by the Company.

(c) The term of this Agreement shall commence on the Effective Date and shall be valid for an unlimited term, unless terminated by either Party in accordance with the provisions set forth herein.

(d) Each of the Parties shall be entitled to terminate the Agreement and the relationship hereunder, for any reason or no reason, by giving the other Party prior written notice of 7 days.

### 2. Representations of the Service Provider

The Service Provider hereby warrants and represents towards the Company, as follows:

(a) The Service Provider is not prevented or barred, in any way, from entering this Agreement and providing the Services to the Company hereunder.

(b) The Service Provider has all licenses, permits and approvals as may be required by law for the performance of the Services, including, without limitation, up-to-date tax obligations and a valid driving license.

(c) The Service Provider shall perform the Services in a diligent, timely, faithful, responsible, competent and trustworthy manner and shall comply with all applicable laws, and in particular the applicable road transport laws. It is hereby clarified that the performance of the Services may require using a mobile phone by pressing certain keys thereon, and the Service Provider undertakes not to perform such actions while driving the vehicle in a way which may constitute a violation of any law. In case the Service Provider suspects that the performance of the Services may constitute violation of the law, the Service Provider shall stop the driving of the vehicle and perform the required action in a manner that complies with the applicable law.

(d) During the entire term of this Agreement and as long as the Service Provider provides the Services, the Service Provider shall procure and maintain all necessary insurance policies that cover any action performed for the purpose of the provision of the Services and cover any and all damages or losses which may be suffered by the Service Provider or by any third party in connection to the provision of the Services. Without derogating from the aforementioned, the terms and conditions of the insurance policies shall not be less than the common insurance policies for such activities in the relevant territory. The Service Provider shall comply with the conditions of the insurance policies affected by it and fully and punctually pay the insurance premiums.

(e) The Service Provider shall inform the Company immediately upon the occurrence of any damage, defect, fault or other event that requires a report according to reasonable person standards.

(f) The Service Provider shall, immediately upon the Company's first request, indemnify, defend and hold harmless the Company, and its respective successors and assignees, directors, officers, shareholders and Service Providers (collectively, the "Indemnified Parties") from and against any and all losses, costs, claims, liabilities, judgments, damages and expenses, including without limitation reasonable attorneys' fees and expenses arising out of or relating to the performance of the Services.

(g) It is hereby clarified that in no event will the Company or any Indemnified Party be liable to the Service Provider or any other third party for any damages, losses and liabilities in connection with the provision of the Services.

### 3. The Service Fee

In consideration for the performance of the Services by the Service Provider, the Company shall pay the Service Provider during the term of this Agreement, a Price Per Hour of 12EUR, plus a Price Per KM of 0.15EUR plus VAT less freelancer income tax (the "Hourly Fee"), as will appear in the Company's Mapper Dashboard Tool and confirmed by the Company, every week (the "Fee"). The Fee will be paid by the Company to the Service Provider after the provision of a valid VAT invoice which sets forth the Fee due thereto in respect of the Services rendered in such month. The Fee shall be paid to the Service Provider no later than 20 business days following receipt by the Company of said invoice.

### 4. Independent Contractor relationship

(a) It is expressly clarified that in rendering the Services hereunder, the Service Provider shall act solely as an independent contractor and neither this Agreement nor the performance hereof shall be construed as creating between the Company and the Service Provider any partnership, joint venture, employment, franchise, agency or any other similar relationship, and neither Party hereto shall be liable for the debts or obligations of the other.

(b) Without derogating from the generality of the above, the Service Provider warrants that it maintains financial books in accordance with applicable law and that it is duly registered with the income tax authorities, value added tax authorities and any other relevant authority, as an independent contractor.

(c) The Service Provider shall be solely responsible for and bear all the expenses related to the provision of the Services (including fuel, insurance premiums, parking etc.) and all liabilities with respect to the payment of any and all taxes, levies, insurances, national insurance, health insurance and

any other mandatory payments contributions and other liabilities, charges, dues or impositions applicable thereto, in all jurisdictions having authority to tax the Service Provider, and the Company shall have no other obligation to the Service Provider whatsoever, other than the payment of the Fee in accordance with this Agreement. At the Company's request, the Service Provider shall provide the Company with any and all documents it may require in order to confirm the compliance, as an independent contractor with any and all applicable law.

## 5. Confidentiality

(a) (a) The Service Provider is aware that in the framework and/or as a result of the engagement with the Company, the Service Provider may (or may have) receive(d), learn(ed), be(en) exposed to, obtain(ed), or have (had) access to confidential and proprietary information of the Company, in whatever form, including without limitation, information relating to the Company, its current and future products, business, operations and activities, including without limitation commercial, financial, business, professional, technical and technological information, information regarding the Company's inventions, developments, technologies, techniques, processes, research, specifications, data, know-how, patents, copyrights and trade secrets, marketing, plans, policies and procedures, Service Providers, customers, suppliers, business partners, etc, all whether or not marked confidential (the "Confidential Information"), and that such Confidential Information is highly confidential and of great value to the Company and constitutes professional and commercial secrets, and unauthorized disclosure or use will cause severe damage and losses.

(b) The Service Provider undertakes during the term of this Agreement and thereafter (a) to maintain the Confidential Information, and any part thereof, in strict confidence, to safeguard, and not to, directly or indirectly, communicate, publish, reveal, describe, allow access to or otherwise disclose or expose the Confidential Information in whole or in part to any person or entity; and (b) not to use the Confidential Information for any purpose other than for the performance of the Services and/or for the benefit of the Company without the Company's prior written consent.

(c) Without derogating from and in addition to the provisions of law , the Service Provider undertakes that upon the earlier of the Company's request or the termination of the engagement with the Company, the Service Provider shall return to the Company any and all Confidential Information contained on any tangible media, in its possession and/or control, without retaining any copies thereof, and in the case any of the Confidential Information contained on any electronic media, in the Service Provider's possession and/or control, the Service Provider shall permanently erase or destroy any and all such Confidential Information, and shall certify such return, erasure or destruction, as applicable, to the Company in writing.

## 6. Applicable Law and Jurisdiction

The Parties agree and confirm that all matters relating to the validity, interpretation, implementation and enforcement of this Agreement, and the rights, duties and obligations thereof pursuant hereto, shall be governed solely by the laws of Italy. Exclusive jurisdiction with respect to any matter arising from or related to this Agreement shall rest with the competent courts in Italy, only; however, the Company shall retain the right to institute proceedings including interlocutory and/or injunctive relief in any other territory.