

EasyPark Mapper Services Agreement

By accepting the Terms and Conditions on the EasyPark Mapper App you accept the following terms and conditions:

This Services Agreement (“Agreement”) is made and entered into as of the application date (the Effective Date) by and between EasyPark ANZ Pty Ltd Suite 5, Level 1, 321 Chapel Street, Prahran, VIC, 3181 (the “Company”), and you (the "Service Provider", your identification details has been provided by you in the EasyPark Mapper App). 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:

Schedule 1:

Item	Details
EasyPark email address for notices:	mapper@easypark.com.au
Price Per Hour	\$23 (including GST)
Price Per KM	\$0.20 (including GST)

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 smartphone where the Application is installed, all in accordance with the instructions, guidelines and timetables for performance, delivered by the designated representative of the Company from time to time (the “Services”).

(b) In addition to the Services the Service Provider may be required to review 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 from time to time.

(c) The term of this Agreement shall commence on the Effective Date and shall be valid until 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 1 day via email.

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 shall provide itself with a motor vehicle to perform the Service. The Company shall not provide a motor vehicle.

(c) 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, a valid driving

license and a fully paid registration for the vehicle or vehicles that may be used by the Service Provider for the provision of the Service from time to time.

(d) The Service Provider shall perform the Services in a diligent, timely, faithful, responsible, competent and trustworthy manner, without compromising, risking or damaging the reputation of the EasyPark brand and shall comply with all applicable laws, and in particular the applicable road transport and safety laws and all relevant occupational health and safety regulations that may be applicable by laws and regulation from time to time. 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, park the vehicle safely and legally, and perform the required action in a manner that complies with the applicable law.

(e) 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.

(f) 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.

(g) 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.

(h) The Service Provider acknowledges and accepts 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.

(i) The Service Provider acknowledges and accepts that a breach of in clauses 2(a) to 2(g) shall be deemed as a material breach of this Agreement. In case of material breach by the Service Provider the Company reserves the right to withhold or avoid payments of the Fee (or any accumulated Fees) in part or in full at its sole discretion. The Company shall also reserve the rights, as provided by law, to recover from the Service Provider any damages that may have been caused to the Company by the material breach made by the Service Provider.

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 (as specified in the Schedule 1), plus a Price Per KM (as specified in the Schedule 1), inclusive GST, 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 invoice which sets forth the Fee due thereto in respect of the Services rendered in such week. The Fee shall be paid to the Service Provider the Thursday of the following week.

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 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) 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, knowhow, 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 the State of Victoria. Exclusive jurisdiction with respect to any matter arising from or related to this Agreement shall rest with the competent courts in the State of Victoria, only; however, the Company shall retain the right to institute proceedings including interlocutory and/or injunctive relief in any other jurisdiction.

7. Survival of Representations and Warranties

All representations and warranties in this Agreement will survive the execution and delivery of this Agreement and the completion of transactions contemplated by it.

8. Force Majeure

A party is excused from performing its obligations to the extent that it is prevented by circumstances beyond its control (other than the lack of funds for whatever reason), such as acts of God, natural disasters, and acts of war, riots and strikes outside that party's organisation.

9. Costs

Subject to clause 3, each party shall be responsible for and bear its own costs and expenses relating to the execution and performance of this Agreement, including legal costs.

10. Notices

A notice, consent, approval or other communication (each a notice) under this Agreement must be in writing, in English, by the person giving it, addressed to the person to whom it is to be given and sent by email to that person's email address. A notice given to a person in accordance with this clause is treated as having been given and received on the day of the email transmission if a Business Day, otherwise on the next Business Day. For the purposes of this clause 10, the address of a person is the address set out in Schedule 1 or another address of which that person may from time to time give notice to each other person.

11. Dispute Resolution

A party must not start arbitration or court proceedings (except proceedings seeking injunctive, declaratory or interlocutory relief) in respect of a Dispute arising out of this Agreement (Dispute) unless it has complied with this clause 11. A party claiming that a Dispute has arisen must notify the other party in writing, giving details of the Dispute. During the 21 day period after a notice is given under clause 11 (or longer period agreed in writing by the parties to the Dispute) (Initial Period) each party to the Dispute (Disputant) must use its best efforts to resolve the Dispute. If the Disputants are unable to resolve the Dispute within the period in clause 11, each Disputant agrees that the dispute must be referred for mediation, at the request of any Disputant, to: (i) a mediator agreed on by the Disputants; or, (ii) if the Disputants are unable to agree on a mediator within seven (7) days after the end of the Initial Period, a mediator nominated by the then current President of the Law Institute of

Victoria or the President's nominee. The role of any mediator is to assist in negotiating a resolution of the Dispute. A mediator may not make a decision that is binding on a Disputant unless that Disputant has so agreed in writing. Any information or documents disclosed by a Disputant under this clause 11: (i) must be kept confidential; and, (ii) may not be used except to attempt to resolve the Dispute. Each Disputant must bear its own costs of complying with this clause 11 and the Disputants must bear equally the costs of any mediator engaged. After the Initial Period, a Disputant that has complied with clause 11 may terminate the Dispute resolution process by giving notice to each other Disputant. In case the Dispute Resolution is terminated the parties have the right to start arbitration or court proceedings in respect of the Dispute. Unless prevented by the nature of the dispute, the Disputants will continue to perform this Deed while attempts are made to resolve the dispute.

12. Assignment

The Service Provider must not assign, declare itself a trustee of, create any encumbrance in respect of or dispose of, any of its rights and interests under this Agreement.

13. Entire Agreement

This Agreement contains the entire agreement of the parties with respect to its subject matter; it sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

14. No Waiver

No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

15. Amendment

This Agreement may be amended only by another agreement executed by all parties who may be affected by the amendment.

16. No Merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Agreement. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction.

17. Severance

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. This will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.