TERMS AND CONDITIONS FOR THE PROVISION OF ACCESS TO ONLINE SERVICE "UKLON" (DRIVERS)

These Terms and Conditions governing access to and use of the Online Service "Uklon" (hereinafter referred to as "**Terms and Conditions**") constitute a proposal made by Uklon Albania SHPK (hereinafter referred to as "**Uklon**") to individuals registered for tax purposes as entrepreneurs (i.e., as *person fizik* under Albanian law) and engaged in providing passenger transportation services (each, a "**Partner**") to enter into a contract on the terms set out herein. The Partners accept this proposal by performing the actions specified below. Uklon and Partner are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

1. CONCLUSION OF THE CONTRACT AND THE PARTNER'S WARRANTIES

1.1. The Partner acknowledges and understands that these Terms and Conditions constitute a proposal made by Uklon to conclude a contract and that, by accepting them in the manner set out herein, the Partner enters into a binding contract with Uklon in accordance with the general rules governing contract formation under the Civil Code of the Republic of Albania (in particular, Article 80 and Articles 669-690 thereof, as well as Article 11 of Law No. 10128/2009 "On Electronic Commerce").

1.2. The Partner confirms that they have read the text of these Terms and Conditions, understood its content and agrees with it.

1.3. Downloading and installation of the Mobile Application by the Partner or accessing the Web-site, entering data into it, registration and acceptance of these Terms and Conditions by clicking the "I Agree" button in the Mobile Application or via the Web-site shall constitute a full and unconditional confirmation of the Partner's acceptance of the terms and conditions for providing access to the Service established herein.

1.4. By accepting these Terms and Conditions, the Partner represents, warrants and undertakes that the Partner complies, and shall at all times continue to comply, with all regulatory requirements in the Republic of Albania applicable to the provision of passenger transportation services and the fulfilment of Orders, including, in particular, those specified in Clauses 5.1.3 and 5.1.4 of these Terms and Conditions. The Partner shall be solely responsible for obtaining, maintaining and renewing the required licenses, certificates, registrations and other authorisations and for ensuring that they remain valid and in full force and effect. This representation and warranty shall be deemed repeated each time the Partner accepts an Order. For the avoidance of doubt, any measure taken by the Albanian authorities against Uklon, to the extent attributable to the Partner's activities and/or any irregularities relating thereto, shall be fully borne by the Partner, including any costs incurred in connection with legal proceedings against the relevant authorities.

1.5. These Terms and Conditions do not establish any other legal relationship (including employment relationship) between Uklon and the Partner other than the relationship expressly set forth herein.

2. TERMINOLOGY

2.1. "Access Fee" shall mean the monthly remuneration payable by the Partner to Uklon for continuous access to the Service, calculated in accordance with the terms provided for in these Terms and Conditions.

2.2. "Order" shall mean the Customer's request for passenger transportation services, and other services that may be available from time to time through the Mobile Application, structured according to the necessary details.

2.3. "Customer" shall mean any legally capable person who has placed an Order using the Mobile Application.

2.4. "Mobile Application" shall mean a copy of the computer program in the form of a mobile application for iOS, Android electronic devices titled "Uklon Drive", which is provided by Uklon to the Partner as a technological tool to access the Service during the term of the contract between the Partner and Uklon.

2.5. "Reporting Period" shall mean each calendar month during the term of the Contract in respect of which the amounts payable between Uklon and the Partner are calculated, settlements are made, and the relevant accounting documents are prepared and exchanged.

2.6. "Payment System" shall mean licensed payment organizations and banks that cooperate with Uklon and are accepted by the Partner, alone or in cooperation with other operators, as a payment system (bank) authorized to organize non-cash payments of the Customers for Orders within the Service, as well as mutual settlements between the Parties, in particular, the withholding of amounts payable by the Partner to Uklon.

2.7. Online Service "Uklon" or "Service" shall mean a technological platform consisting of a Mobile Application and an interconnected set of computer programs and electronic data in the form of numbers, letters, symbols, images and their combinations (including graphic information, video information, etc.), intended for automated control, collection, processing, distribution, storage and presentation of data about Orders placed on it by the Customer, automatic indicative calculation of the estimated cost of the Order taking into account the relationship between supply and demand, weather conditions, route, workload and other factors, which automatically builds routes and ensures the exchange of data for the Partner's communication with the Customer, allows the Customer to place and change, and the Partner to confirm or reject the relevant Orders at his/her own discretion, publish data about his/her location, rate the Customers, and use routes built by the program in real time within the available functionality of the Service.

2.8. "Account" shall mean a unique identifier of the Partner in the Service through which the Partner accesses the Mobile Application and which is used to record information on the number and details of the Orders performed by the Partner, as well as other information relating to the Partner's usage of the Service.

2.9. "Balance" shall mean a section of the Partner's Account that provides a breakdown of, and reflects respective claims and obligations of the Parties arising from their cooperation under these Terms and Conditions, including information on payments made by Customers for Orders performed by the Partner and any amounts owed by the Partner to Uklon or by Uklon to the Partner in connection with such Orders. The Balance is for information purposes only and does not constitute a bank account, payment account or any other financial account.

2.10. "Website" shall mean a web page on the Internet available at the link https://al.uklon.eu.

3. SUBJECT MATTER OF THE CONTRACT

3.1. Under these Terms and Conditions Uklon provides the Partner with access to the Service via the Internet, in consideration for which the Partner undertakes to pay the Access Fee to Uklon as per each Reporting Period.

3.2. Access to the Service is provided to the Partner solely for their interaction with the Customer and Uklon for the purposes of processing and realization of Orders using the functionality of the Service. For these purposes, the Partner is hereby granted a non-exclusive right to use the Service and the intellectual property objects included therein, their reproduction, in whole or in part, on their suitable electronic device.

3.3. The Partner acknowledges that Uklon is not engaged in the provision of any passenger transportation services and acts solely as an intermediary facilitating the connection between the Partners and Customers through the Service under the terms and conditions set out herein. The Service is an information society service within the meaning of Law No. 10128/2009 "On Electronic Commerce".

3.4. The Partner acknowledges that they bear sole responsibility for compliance with licensing and regulatory requirements for provision of passenger transportation services according to the legislation of the Republic of Albania and that Uklon has the right to request from the Partner and to check/track by any means information regarding whether the Partner complies with such regulatory requirements.

4. ACCOUNT AND BALANCE

4.1. When registering an Account, the Partner is obliged to provide true and complete information and documentation by filling in the appropriate form in the Mobile Application or via the Website. If the Partner provides false or incomplete information when registering an Account or later when using the Service, Uklon has the right, in its sole discretion, to suspend or cancel the Partner's access to the Account without any prior notice and/or compensation.

4.2. For Account registration, the Partner shall download the Mobile Application or access the Web-site, choose region and enter their phone number therein. A one-time verification code will be sent to that phone number to enable the Partner to continue creating the Account. Upon completion of the verification, the Partner shall download the required documents to get access to the Service, which shall be subject to Uklon's approval. Upon Uklon's approval of the Partner's request to create an Account, the Account shall be deemed created, and the Partner may start completing Orders with the use of the Mobile Application.

4.3. The Partner is solely responsible for safeguarding one-time verification code and other confidential information when logging into the Account. Under no circumstances should the Partner disclose this information to third parties. Uklon is not liable for any consequences resulting from the Partner's loss of verification codes or other confidential information related to Account. The Partner bears all risks associated with unauthorized access to the Account and use of the Service by any third party, including when the Partner voluntarily transfers his/her verification codes and other confidential information related to Account to third parties.

4.4. If the Partner has reason to believe that a third party has gained access to his/her Account, the Partner shall notify Uklon immediately to take appropriate action, provided that the Partner can confirm its right to maintain the Account in question.

4.5. The Partner may not have more than one Account to access the Service.

4.6. In order to accept Orders, the Partner must maintain a positive Balance of the Account. If the Balance falls below the minimum amount of ALL 600,00, the Partner's access to the Service shall be suspended until a positive Balance is restored. The Partner may replenish the Balance using the payment methods available through the Service which shall constitute an advance payment towards the Access Fees payable to Uklon under these Terms and Conditions.

4.7. The Partner shall remain free to decide whether to accept any particular Order. By accepting an Order, the Partner undertakes to pay the applicable Access Fee in accordance with Section 6.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Partner shall:

5.1.1. comply with their obligations set forth in these Terms and Conditions;

5.1.2. properly fulfil all Orders accepted by them and in case of refusal to fulfil the accepted Order, notify Uklon thereof;

5.1.3 maintain the registered vehicle in good technical and clean condition (including regular maintenance, checking the functionality of all systems and components of the vehicle, as well as maintaining its appearance and interior of the vehicle in appropriate condition), and comply with the rules of the road traffic and other legal requirements applicable to the relevant vehicles;

5.1.4. comply with all licensing and regulatory requirements determined under applicable law for the execution of Orders, provide Uklon with copies of confirming documentation upon registration, promptly inform Uklon in writing of any changes thereto and provide updated copies upon Uklon's request, including:

– a Taxi Driver Certificate (i.e., *Dëshmi Taksisti* under Albanian law);

– a Licence for the Transportation of Passengers by Taxi (i.e., *Licencë për Transport Udhëtarësh me Taksi* under Albanian law);

- Vehicle registration Certificate (i.e., *Leje Qarkullimi* under Albanian law);

- the Partner's driving license of the appropriate category.

The Partner shall immediately notify Uklon of the expiry, loss, suspension, revocation or any other change affecting any such document and/or the Partner's eligibility to provide passenger transportation services and shall promptly provide Uklon with updated or replacement documents. The Partner shall not accept or perform Orders during any period in which any legally required document is invalid or missing, or the Partner otherwise fails to satisfy the applicable legal requirements.

5.1.5. not transfer the rights and possibilities of access to the Service to any third parties;

5.1.6. pay the Access Fee in full and timely manner;

5.1.7. provide Uklon with the following information and immediately inform Uklon of any changes thereto:

• name and surname of the Partner;

• contact phone number;

• business-registration details;

• the Partner's payment-account details, to the extent required for processing payments under these Terms and Conditions;

5.1.8. comply with the applicable tariff framework for passenger transportation services established under the laws of the Republic of Albania, be solely responsible for ensuring that the final cost of each Order complies with such tariff framework and determine the final cost of Order prior to its commencement considering the indicative information displayed in the Online Service. For the avoidance of doubt, the indicative calculation of the estimated cost of the Order displayed in the Service is provided for informational purposes only and does not constitute a binding fare for the transportation service. Upon submission of the Order by the Customer and its acceptance the Partner, the displayed fare for the requested services shall constitute the agreed price, unless otherwise agreed between the Customer and the Partner or adjusted in accordance with applicable tariff regulations and Order parameters communicated to the Customer in advance. The maximum amount that the Partner may charge cannot exceed tariff ceilings under the applicable municipal tariff regulations;

5.1.9. comply with any and all other applicable legal and regulatory requirements for the lawful driving and operation of a vehicle in the Republic of Albania.

5.2. The Partner shall be entitled to:

5.2.1. access the Service and use it in accordance with these Terms and Conditions;

5.2.2. obtain from Uklon the necessary explanations related to the fulfilment of its obligations under these Terms and Conditions;

5.2.3. access the statistics related to the Orders performance in the relevant sections of the Account.

5.3. Uklon shall:

5.3.1. enable the Partner to register an Account and access the Service from a suitable electronic device of the Partner;

5.3.2. provide the Partner with the necessary information related to the fulfilment of these Terms and Conditions;

5.3.3. with the involvement of the Payment System in case of non-cash payment for the Order, ensure the deposit of the Customers' funds (escrow services) and ensure accounting of the deposited funds linking them to the respective Order;

5.3.4. provide information regarding the fact of depositing funds and the fact of their transfer to the Partner or the Customer.

5.4. Uklon shall be entitled to:

5.4.1. verify the Partner's compliance with these Terms and Conditions;

5.4.2. require the Partner to comply with the appropriate level of the Customer service;

5.4.3. in case of non-fulfilment or improper fulfilment of these Terms and Conditions by the Partner, demand elimination of the violations;

5.4.4. unilaterally terminate the contract in accordance with the procedure provided for in Clause 7.1 of the hereof;

5.4.5. initiate and conduct incentive programmes intended to encourage the Partners to increase their usage of the Service;

5.4.6. suspend access to the Service and any settlements under these Terms and Conditions or terminate these Terms and Conditions at its discretion unilaterally without prior notice to the Partner if there are reasonable grounds to believe that the Partner or any third party (including, but not limited to, the Customer) with the assistance or knowledge of the Partner commits fraudulent and/or other actions that violate the law, these Terms and Conditions, the rules of the Payment System or otherwise infringes on Uklon rights and interests or puts Uklon at risk of sanctions;

5.4.7. suspend the Partner's access to the Account without any prior notice of the Partner if Uklon is aware of the fact of cancellation or expiration of the documents confirming the Partner's compliance with licensing and regulatory requirements for provision of passenger transportation services under the Albanian law;

5.4.8. assign a class to the Partner's vehicle based on objective criteria communicated to the Partner, including, but not limited to vehicle model, its condition, comfort level and other parameters. Vehicle classes will be displayed to the Customers in the Mobile Application;

5.4.9. withhold the funds to be paid or reimbursed by the Partner in favour of Uklon as Access Fee, penalty or fine from the funds received by Uklon in the course of execution of Orders. The Parties acknowledge that if the Partner has an obligation to pay Access Fee, penalty or fine, such withholding of funds shall not be considered a breach of Uklon's obligations under these Terms and Conditions;

5.4.10. rely on the Partner's registered address and contact details most recently provided to Uklon for the purposes of notices and other communications under these Terms and Conditions. Unless and until Uklon receives notice of a change, any communication sent to the Partner's last notified registered address shall be deemed to have been validly delivered.

5.4.11. use terminology that differs from the terminology used in this contract for communications with Partners, for Partner-targeting advertising purposes and in the interface of the Mobile Application "Uklon Drive";

5.4.12. receive cashless tips from Customers on behalf of the Partners and subsequently transfer such funds to the Partners;

5.4.13. other rights provided for in these Terms and Conditions.

6. THE COST OF ACCESS TO THE SERVICE AND SETTLEMENT PROCEDURE

6.1. In consideration for the continuous access to and use of the Service during the relevant Reporting Period, the Partner undertakes to pay Uklon the Access Fee. The Access Fee constitutes consideration for the provision and maintenance of access to and use of the Service during the relevant Reporting Period and is not a fee payable for individual transportation Orders or for the transportation services supplied by the Partner to Customers. The Access Fee is calculated on a

variable basis by reference to the Partner's use of the Service during the relevant Reporting Period. For the purpose of determining the amount of the Access Fee payable for the continuous provision of the Service during each Reporting Period, the aggregate value of all Orders completed by the Partners and facilitated through the Service during the relevant Reporting Period shall be used as a pricing metric.

The Access Fee for each Reporting Period shall be calculated by applying the applicable Access Fee rate of 10% to such aggregate value.

The Access Fee shall be calculated and invoiced on a monthly basis.

6.2. Uklon may grant the Partner a discount on the Access Fee based on the level of usage of the Service by the Partner during the relevant Reporting Period (the "**Discount**"). The applicable usage level thresholds and the corresponding Discount shall be communicated to the Partner in the Mobile Application.

The Discount forms part of Uklon's pricing policy for access to the Service and constitutes a reduction of the consideration payable by the Partner for the Service and shall be calculated as a reduction of the applicable Access Fee rate for the relevant Reporting Period. The Discount does not constitute a payment to the Partner or remuneration for any services provided by the Partner to Uklon.

6.3. Following the end of each Reporting Period, Uklon shall calculate:

(a) the gross Access Fee based on the basic Access Fee rate specified in Clause 6.1;

(b) the applicable Discount under Clause 6.2; and

(c) the resulting net Access Fee payable by the Partner.

The final Access Fee shall be calculated as the gross Access Fee less the applicable Discount.

6.4. No later than the tenth (10th) calendar day following the end of the relevant Reporting Period, Uklon shall issue an electronic tax invoice indicating the gross Access Fee, the applicable Discount and the resulting net Access Fee payable by the Partner.

6.5. ***Use of the Payment System.***

6.5.1. The cashless settlements for Orders between the Customers and the Partner shall be organized by means of Internet acquiring technology ("acquiring service"), whereby the Customers' payments to the Partner will be made through the Payment System. For the purposes of this Clause, "acquiring service" shall mean a payment service provided using various tools and means of payment when involving the Payment System as a provider of payment services.

6.5.2. The Partner hereby authorizes Uklon to receive funds for the fulfilled Orders, as well as the Partner's cashless tips, paid by the Customers by bank cards and to send the relevant funds to the Partner in accordance with the payment procedure provided herein. For the purposes of this Clause, the Partner also authorizes Uklon to involve, communicate and reach arrangements with the Payment System to the extent necessary for the execution of settlements between the Customers and the Partner. Such communications and arrangements with the Payment System shall be at Uklon's

sole discretion, provided that Partner shall have the right to request reasonable information about the scope and details of such arrangements. The Partner acknowledges and agrees that under no circumstances shall Uklon and the Payment System be liable for any relationship (including, without limitation, any disputes or complaints regarding the fulfilment of Orders) between Partner and Customers related to the fulfilment of Orders. The Payment System engaged by Uklon for the purposes of this Clause shall be duly licensed or authorized by the Bank of Albania in accordance with Law No. 55/2020 "On Payment Services" or Law No. 9662/2006 "On Banks", as applicable.

6.5.3. Any amounts (fines, damages or harm, etc.), payable by Partner to Uklon pursuant to these Terms and Conditions may, at Uklon's sole discretion, be deducted from the amounts due to Partner and it shall not constitute a breach of the contract by Uklon.

6.6. Uklon shall bear all costs and expenses associated with providing the Partner with access to the Service under these Terms and Conditions, including, but not limited to, services of the Payment System, the fee of the Payment System (represented by the relevant bank) for withdrawal of funds by the Partner from the Balance, the costs of maintaining the information and technical infrastructure of the Service, rent, payment for the services of engaged contractors, salaries of employees and any other expenses. Such costs and expenses shall be deemed to have been paid by the Partner in favour of Uklon by payment of Access Fee and shall not be subject to additional reimbursement by Uklon.

Notwithstanding the above, in the event of replenishment of the Balance by the Partner, the Payment System shall charge the Partner a separate commission from the replenishment amount. Uklon shall pay such commission to the Payment System on behalf of the Partner and the corresponding amount shall subsequently be reflected in the Partner's Balance.

6.7. ***Bonuses.*** Uklon may, from time to time and at its sole discretion, establish incentive programmes under which the Partner may receive bonuses for completing Orders in accordance with the conditions communicated through the Mobile Application (the "***Bonuses***"). The amount, validity period, eligibility criteria and other conditions applicable to Bonuses shall be communicated to the Partner through the Mobile Application. Any such Bonuses will be credited to the Partner's Balance and may be used as a non-cash credit towards the Access Fee payable by the Partner to Uklon. Participation in an incentive programme is voluntary and does not oblige the Partner to remain available, accept or complete any particular Order, or guarantee any level of availability or supply of transportation services.

Bonuses constitute commercial unilateral incentives granted to the Partner solely in the Partner's capacity as a user of the Service. They do not constitute consideration or remuneration for any separate services provided by the Partner to Uklon, including availability, supply-guarantee or promotional services. Bonuses do not constitute a discount/reduction of the Access Fee and do not reduce the VAT taxable amount of the Service supplied by Uklon.

6.8. ***Taxes, regulatory requirements, and other expenses.*** The Partner agrees to pay at its own expense all taxes, fees, license fees arising out of or related to the performance of Orders, as well as to bear all other expenses arising out of or related to the performance of Orders, compliance with the requirements of the law and these Terms and Conditions. If Partner breaches these obligations and Uklon incurs proven monetary penalties in connection therewith, Partner agrees to reimburse Uklon for such penalties, including Uklon's right to recover the corresponding amount from the funds due to Partner.

7. VALIDITY AND TERMINATION OF THE CONTRACT

7.1. The contract is concluded for an indefinite period and may be terminated:

• at any time by mutual written consent of the Parties;

• unilaterally by either Party with prior written notice to the other Party at least 5 (five) business days prior to the proposed termination date;

• in accordance with and in the manner determined by the other provisions here.

7.2. If the Partner has been inactive in the Service for five (5) consecutive years, meaning that (i) the Partner was registered in the Service more than five (5) years ago, (ii) the Partner has not fulfilled any Orders during such period, and (iii) the Partner has not logged into the Account during such period, the contract shall be deemed terminated at the initiative of the Partner, and Uklon shall have the right to delete the Partner's Account within the Service. Such termination and deletion shall not prevent the Partner from contacting Uklon to enter into a new contract. Notwithstanding the foregoing, Uklon shall not delete the Partner's Account with a positive Balance.

7.3. The current version of the Terms and Conditions is published in the "About Service" section of the Mobile Application. The Partner agrees to regularly familiarize himself or herself with the current published version of the Terms and Conditions and shall bear all risks and liability associated with or arising from failure to familiarize himself or herself with the current version of the Terms and Conditions. The Partner is entitled to access, download and receive the current version of these Terms and Conditions available in the Mobile Application. The Partner is also entitled to request from Uklon and receive a copy of the version of the Terms and Conditions that was in effect and accepted by the Partner at the time of registration with the Service.

7.4. Uklon shall have the right, at its sole discretion, to unilaterally modify or amend the Terms and Conditions at any time. All amendments and additions hereto, including a new version of the Terms and Conditions, unless otherwise specified by Uklon, shall become effective upon their publication, and the Partner shall be responsible for familiarizing himself/herself with and complying with the relevant amendments or additions. In case of material changes to these Terms and Conditions, Uklon shall notify the Partner at least fifteen (15) calendar days prior to such changes taking effect, using the contact details provided by the Partner pursuant to Clause 5.1.7 or through the Mobile Application. The Partner's continued acceptance of Orders following such notification period shall constitute acceptance of the amended Terms and Conditions.

7.5. If the Partner for any reason does not agree with the amendments and addenda to the Terms and Conditions, the Partner shall refrain from further acceptance of Orders and shall inform Uklon in writing of the reasons for its disagreement. If the Parties are unable to reach an agreement in the manner provided in Clause 9.3 hereof, the contract shall be deemed terminated at the initiative of the Partner after the expiration of the period set aside for dispute settlement.

7.6. If the Partner continues to accept Orders after the publication of amendments and additions to the Terms and Conditions, this shall be deemed as confirmation of the Partner's full and unconditional acceptance of the said amendments and addenda.

8. LIABILITY OF THE PARTIES

8.1. The Partner confirms that Uklon shall bear no responsibility and, if the fault of third parties is not established, the Partner will be solely (independently) liable to the Customers for non-execution or improper execution of Orders by the Partner, as well as for any damage that may be caused to the life and health of the Customers or damage that may be caused to the property of the Customers in the course of execution of Orders by the Partner.

8.2. Uklon may, at its sole discretion and without prior notice, temporarily suspend the Partner's access to the Service where the Partner breaches these Terms and Conditions or applicable law, or where the Partner's actions or omissions infringe or are reasonably likely to infringe the rights or interests of Uklon, Customers or third parties, expose Uklon to legal, operational or reputational risks (including claims by Customers or third parties), or otherwise cause or are reasonably likely to cause harm to Uklon, other Partners, third parties, or the operation, security or reputation of the Service. Such suspension shall not release the Partner from the fulfilment of any obligations accrued prior to the suspension.

8.3. Where the Partner's access to the Service has been suspended pursuant to Clause 8.2, the Partner shall remedy the breach in full and notify Uklon thereof as soon as reasonably practicable. If the Partner fails to eliminate the violations within 5 (five) business days following the suspension of access, Uklon shall have the right to terminate the contract unilaterally by written notice to the Partner.

8.4. If Uklon suffers damages because of Partner’s breach of these Terms and Conditions or legal requirements, Partner shall, at Uklon’s request, fully compensate Uklon for the losses incurred by Uklon, including lost profits.

8.5. Uklon shall have the right to deduct activity points from the Partner in the Service for refusing to fulfil certain Orders. The activity points indicator reflects the level of drivers’ engagement in fulfilling Orders offered through the Service. The conditions for the accrual and deduction of activity points shall be communicated to the Partner by Uklon through the Mobile Application.

8.6. Any complaints (claims) of the Customers related to or arising from the non-fulfilment or improper fulfilment of Orders by the Partner may be accepted and considered by Uklon. If, upon review of the complaint, in the reasonable opinion of Uklon it is determined that they are justified, Uklon shall have the right to impose a fine on the Partner in the amount of the value of the relevant Order, as well as to demand from the Partner full reimbursement of the losses incurred by Uklon in connection with the said complaint.

9. PERSONAL DATA

9.1. The terms of processing of the Partner’s personal data by Uklon are provided in the Privacy Policy for Partners which is available on the Web-Site and in the “About Service” section of the Mobile Application.

9.2. For the purpose of performing accepted Orders (providing transportation services and related activities directly connected with such services), the Partner may process only the following categories of Customers' personal data made available through the Service:

- the Customer's name and telephone number;
- the pick-up and destination addresses and route of the Order;
- the Customer’s rating in the Service;

- information relating to the Order, including the cost of the Order, payment status and any tip paid to the Partner;
- any ride preferences, instructions or special requests submitted by the Customer through the Service.

9.3. The Partner shall process personal data received through the Service solely for the purpose of performing the accepted Order, unless:

(a) the Customer has separately and expressly authorized the Partner to process such personal data for another purpose; or

(b) such processing is required by applicable law.

9.4. In relation to the processing of Customers' personal data, each of Uklon and the Partner acts as an independent controller and shall independently comply with its respective obligations under applicable data protection laws.

9.5. The Partner shall process personal data in accordance with the applicable laws of Albania, applicable data protection legislation, and these Terms and Conditions. The Partner shall not process personal data outside the country in which the Order is performed unless such processing is required by applicable law or expressly authorized by Uklon.

9.6. Access to Customers' personal data shall be provided exclusively through the Service and only to the extent necessary for the performance of the accepted Order. The Partner shall keep Customers' personal data strictly confidential, ensure that such personal data is accessed only by the Partner to the extent necessary for the performance of the accepted Order, and shall not disclose or otherwise make such personal data available to any third party except where required by applicable law or expressly permitted under these Terms and Conditions. The Partner shall notify Uklon without undue delay upon becoming aware of any personal data breach affecting personal data received through the Service.

9.7. If the Partner registers within the Service as a Partner of a car fleet ("**Car Fleet**") or is connected to a Car Fleet, the Partner's personal data may be made available to the relevant Car Fleet through its account to the extent necessary to organize and administer the cooperation between the Partner and the Car Fleet.

9.8. If the Partner's cooperation with the Car Fleet ends, the Partner may request Uklon to discontinue displaying their personal data in the account of the relevant Car Fleet.

9.9. If, at the time Uklon receives such request, there is an unresolved dispute, outstanding debt or other property-related conflict between the Partner and the Car Fleet, Uklon may continue displaying the personal data relevant to that dispute in the Car Fleet's account for up to ninety (90) calendar days, provided that such processing is permitted by applicable law and is necessary and proportionate to the relevant purpose.

Uklon is not a party to any such dispute between the Partner and the Car Fleet and is not responsible for resolving the dispute or determining its merits.

9.10. The grounds and procedure for discontinuing the display of the Partner's personal data in the Car Fleet's account, the conditions for any extension of the applicable period, the documentary

evidence required to substantiate a dispute, and the application of the ninety (90)-day period shall be set out in a separate policy applicable to such cases.

9.11. Discontinuing the display of the Partner's personal data in the Car Fleet's account is separate from deleting the Partner's Account with the Service or deleting personal data processed by Uklon for other purposes. Any request to delete the Partner's Account or other personal data shall be assessed separately in accordance with applicable data protection laws and the Privacy Policy for Partners.

10. OTHER PROVISIONS

10.1. In cases not stipulated by these Terms and Conditions, the Parties shall be guided by the legislation of the Republic of Albania, including, without limitation, the Civil Code (Law No. 7850/1994, as amended), Law No. 8308/1998 "On Road Transport", as amended, and Law No. 10128/2009 "On Electronic Commerce", as amended.

10.2. Any disputes and disagreements related to or arising out of this contract, its conclusion, execution or termination shall be resolved by negotiations between the Parties. If the Parties are unable to settle a dispute through negotiations within 30 (thirty) calendar days after one of the Parties notifies the other Party in writing of the occurrence of such dispute or disagreement, such dispute shall be resolved in the courts of the Republic of Albania.

10.3. The database formed as a result of the Partner's access to the Services is the exclusive property of Uklon, and the Partner shall not acquire any rights and powers with respect to it.

10.4. These Terms and Conditions are drawn up in two versions in Albanian and English, each of which is available in the "About Service" section of the Mobile Application. In case of inconsistency between the terms of this document in English and its translations into Albanian, the English version of the document shall prevail.

11. UKLON DETAILS

Uklon Albania SHPK

Registered (postal) address: Ibrahim Rugova Str., Sky Tower, 5th Floor, Suite 2, Tirana, Albania

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Business registration number (NUIS): M62228028Q

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