

Bolt Business Referral Program Terms and Conditions

These Terms and Conditions apply to the Ambassador promoting Bolt Business to potential Customers and referring such Customers to Bolt for a referral commission.

1. Definitions

- 1.1. **Bolt** – Bolt Operations OÜ, registered in the Estonian commercial register with the registration code 14532901, registered office at Vana-Lõuna tn 15, Tallinn 10134, Estonia;
- 1.2. **Ambassador** – the party, other than Bolt, entering into this Agreement and participating in the Referral Program;
- 1.3. **Bolt Business** – a service for a Customer for administration of and payment for the use of Bolt Services by end users. The terms applicable to the usage of Bolt Business are available at bolt.eu/en/legal/ as applicable in the relevant territory, and as may be amended from time to time.
- 1.4. **Bolt Services** - online platform services operated by Bolt, or its affiliates or partners (Bolt platform) along with passenger transportation and vehicle rental services made available via Bolt platform as are provided in accordance with the terms applicable to the usage of Bolt Services (the **Terms of Service**). All Terms of Service are available at bolt.eu/en/legal/ or food.bolt.eu/legal as applicable in the relevant territory, and as may be amended from time to time.
- 1.5. **Customer** - a company or other person using Bolt Business acting in its commercial and/or professional capacity only;
- 1.6. **Bolt Marketing Materials** – marketing materials developed by Bolt for the benefit of Bolt which are used to market and promote Bolt Business, including Bolt Marks and other intellectual property of Bolt;
- 1.7. **Bolt Marks** – the word Bolt, the Bolt logo, Bolt Food, Bolt Market, Bolt Drive and any word, slogan, logo, or other sign that indicates the source or origin of any of Bolt products and services.
- 1.8. **Agreement** – this agreement between Ambassador and Bolt which consists of these Terms and Conditions.

Please see further definitions embedded in the Agreement text in bold.

2. Rules of the Referral Program

- 2.1. Ambassador shall
 - 2.1.1. promote Bolt Business to potential Customers and introduce potential Customers to Bolt, which may include sharing a referral link with such potential Customers;
 - 2.1.2. assist Bolt in following up with potential Customers to answer questions after an initial sales meeting;
 - 2.1.3. to the extent reasonably requested by Bolt, assist during the negotiation process with potential Customers entering into a Bolt Business agreement;
 - 2.1.4. perform its obligations in a manner that reflects favourably at all times on Bolt Business and the reputation of Bolt;
 - 2.1.5. not to use Bolt Marketing Materials, except as authorised in this Agreement;
 - 2.1.6. perform its obligations under this Agreement in accordance with all applicable laws and regulations, including without limitation, privacy and anti-spam laws;
 - 2.1.7. avoid deceptive, misleading (e.g Bolt being a transportation service provider as such), or unethical representations or practices that are or might be detrimental to Bolt or Bolt Business;
 - 2.1.8. not bid on any keywords or phrases that include any Bolt Marks either in pay-per-click (PPC) or cost-per-acquisition (CPA) campaigns;
 - 2.1.9. not create any domains, subdomains, or URLs using Bolt Marks;
 - 2.1.10. not represent or distribute any products or services that compete, directly or indirectly, with Bolt Business.
- 2.2. Bolt shall provide Ambassador with a URL generated by a third party provider for managing and tracking this Referral Program (the **Program Platform Provider**). Ambassador must register with the Program Platform Provider and accept its terms of service in order to become an Ambassador and receive benefits. The Program Platform Provider shall provide Ambassador with a referral link to share with potential Customers. The Program Platform Provider shall track Customer subscriptions to Bolt Business via cookies placed on Customer's browser upon clicking on the referral link (the **Subscription**). These cookies have a referral period of 90 days, or such other period as may be determined in the sole discretion of Bolt, (the **Referral Period**). Should a referral link be clicked more than once by a potential Customer, the Referral Period will reset with each click. Ambassador shall only

receive payments, per Section 3, for referrals tracked via a Program Platform Provider referral link that result in a Subscription during the Referral Period. It is the Ambassador's responsibility to ensure that cookie use relating to this section of the Agreement complies with applicable laws.

- 2.3. Subject to Ambassador's compliance with this Agreement, Customer is granted a royalty free, revocable, non-exclusive licence, without right to sublicense; to market, promote, display, and demonstrate Bolt Business and use Bolt Marketing Materials solely for the purpose of promoting Bolt Business to potential Customers in accordance with and throughout the term of this Agreement. Bolt grants no rights under this Agreement to Ambassador to resell, or otherwise distribute or provide Bolt Business to Customers or other third parties.
- 2.4. Any use of Bolt Marketing Materials by the Ambassador shall conform to all instructions provided by Bolt from time to time. Ambassador shall not
 - 2.4.1. alter, modify, adapt, translate, or create derivative works from the whole or any part of Bolt Business or Bolt Marketing Materials;
 - 2.4.2. permit the whole or any part of Bolt Business to be merged, combined with, or otherwise incorporated into any other product; or
 - 2.4.3. copy, reverse engineer, disassemble, or otherwise attempt to derive the source code for Bolt Business or any part thereof.
- 2.5. Ambassador shall notify Bolt promptly of any misuse of Bolt Business or Bolt Marketing Materials of which it becomes aware, and will cooperate with Bolt, where reasonably necessary, to protect Bolt against such misuse.

3. Payments and refunds

- 3.1. Bolt shall directly charge Customer the fees for Bolt Business and Bolt Services.
- 3.2. Ambassador earns a flat fee of EUR 150 per Subscription upon Customer's use of Bolt Services (i.e. at least one ride taken) (the **Ambassador Commission**).
- 3.3. Ambassador Commission shall be calculated and made by Bolt 60 days from the date on which the Customer begins a Subscription based on invoice issued by the Program Platform Provider. If the fee for Bolt Services cannot be finally collected from the Customer (including e.g. any refund) or if it cancels their Subscription within the first 60 days, no Ambassador Commission shall be awarded.
- 3.4. Bolt shall make all Ambassador Commission payments to the Program Platform Provider who shall forward it to the Ambassador as agreed separately between the Ambassador and the Program Platform Provider. Bolt's respective payment obligation is deemed fulfilled after making the payment to the Program Platform Provider.
- 3.5. Except as expressly set forth herein, each party shall be responsible for any and all costs, taxes and expenses incurred by such party in connection with its performance under the Agreement.
- 3.6. Ambassador may have the option of selecting a local currency by which to receive an Ambassador Commission. Available currency options and distribution thereof are managed entirely by Program Platform Provider. Bolt disclaims all liability in this regard, including but not limited to, fluctuations in exchange rates.

4. Personal data processing

- 4.1. Bolt and Ambassador shall remain separate data controllers regarding any personal data processed under this Agreement. Bolt and Ambassador shall thereby:
 - 4.1.1. adhere to all the applicable data protection laws, e.g. the General Data Protection Regulation 2016/679 (GDPR), including application of proper technical and organizational data protection measures. Bolt processes personal data as described in Bolt's Privacy Policies. All available at <https://bolt.eu/en/privacy/> as applicable in the relevant territory, and as may be amended from time to time;
 - 4.1.2. inform each other immediately about any data processing incidents or breaches related to performing this Agreement;
 - 4.1.3. reasonably assist each other in responding to the requests of data subjects and authorized public authorities.

5. Confidentiality

- 5.1. Parties shall keep confidential any business, technical or financial information, including the terms and conditions of this Agreement, received from the other party in connection with this Agreement (**Confidential Information**), unless:
 - 5.1.1. the disclosing party permits in writing the requested disclosure of particular Confidential Information;
 - 5.1.2. such Confidential Information is already public or becomes publicly available without the breach of this clause 5;

- 5.1.3. the receiving party shall use Confidential Information solely for the purposes permitted under the Agreement;
- 5.1.4. disclosure of Confidential Information is required by applicable mandatory law; or
- 5.1.5. the receiving party receives an administrative or judicial order, or any other similar request for disclosure of any Confidential Information, if the receiving party provided the disclosing party written notice of such request allowing the disclosing party to assert any available defences to disclosure.
- 5.2. The receiving party shall protect the disclosing party's Confidential Information in the same manner as it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care.

6. Liability. Indemnification

- 6.1. Bolt Business, Bolt Services and Bolt Marketing Materials are provided on an "as is" and "as available" basis. Bolt does not guarantee that they shall be error free. In case of any faults, Bolt shall use its reasonable endeavours to correct them as soon as possible.
- 6.2. Bolt does not guarantee that the Referral Program and the platform provided by the Program Platform Provider to facilitate the Referral Program will be accessible, operational and error free.
- 6.3. The total aggregate liability of Bolt for all the claims arising under or in connection with the Agreement during the period of one calendar year, whether in contract, tort, or otherwise shall be limited to the Ambassador Commission amounts paid under the Agreement in the 3 month period prior to the date the first claim arose.
- 6.4. Other than (i) Ambassador's obligations under clause 2, 4 and 5 of the Agreement, and (ii) Bolt's obligations under clause 3 of the Agreement, neither party shall be liable whether in tort, contract, or otherwise for:
 - 6.4.1. loss of data;
 - 6.4.2. loss of business or profits;
 - 6.4.3. any pure economic, special, indirect, or consequential loss, costs, damages, charges or expenses;
 - 6.4.4. any costs, losses or damages caused due to inaccurate or incomplete data provided by Customer; nor for
 - 6.4.5. the actions, errors or omissions of any third party providing its services via Bolt platform (e.g. driver, courier).
- 6.5. Force majeure. Non-performance of either party under the Agreement shall be excused to the extent and during the period that performance is rendered impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence or wilful misconduct of the non-performing party.
- 6.6. The limitations of liability set out in this clause shall apply to the maximum extent permitted by law.
- 6.7. Bolt hereby agrees to defend, indemnify, and hold harmless Ambassador and its officers, directors, shareholders, employees, and consultants (the **Ambassador Indemnified Parties**) from any and all damages finally awarded by a court of competent jurisdiction without appeal or settlement amount that may be incurred by Ambassador Indemnified Parties as a result of any third party claim that Bolt Marketing Material as used in accordance with the terms of this Agreement violated the rights of said third party, provided that (i) Ambassador notifies Bolt promptly in writing of the claim; (ii) Bolt has sole control of the defence and all related settlement negotiations; (iii) Ambassador provides Bolt with all reasonable assistance, information, and authority to defend and/or settle the claim; and (iv) Ambassador has not breached any term of the Agreement. Notwithstanding the foregoing, the Ambassador may participate in the defence and any settlement discussions, and will have the right to approve any settlement agreement which would bind the Ambassador.
- 6.8. Ambassador hereby agrees to indemnify, defend, and hold harmless Bolt and its officers, directors, shareholders, employees, and consultants (the **Bolt Indemnified Parties**) from any and all liability, loss, damages, costs, and fees (including e.g. attorneys' fees) that may be incurred by Bolt Indemnified Parties as a result of any claim arising from or related to (i) Ambassador's breach of any of its obligations set forth in this Agreement; (ii) Ambassador's negligence or wilful misconduct; or (iii) Ambassador's violation of any third party intellectual property right. Bolt may participate in the defence and any settlement discussions, and will have the right to approve any settlement agreement binding to Bolt.

7. Term and termination

- 7.1. The Agreement is deemed concluded upon Bolt accepting Ambassador's subscription to Bolt's Referral Program and Customer accepting these Terms and Conditions, and remains in effect until terminated in accordance with the provisions of the Agreement.
- 7.2. A party may terminate the Agreement at any time and for any reason by notifying the other party at least 7 days in advance.

- 7.3. A party is entitled to terminate the Agreement without prior notice but by providing relevant reasoning in cases where the other party materially breaches the Agreement, any applicable laws or regulations, or harms the other party's brand, reputation or business.
- 7.4. All outstanding payment obligations, as well as obligations arising out of liability, indemnification and confidentiality provisions of this Agreement shall survive the termination of this Agreement. Confidentiality provisions shall terminate in 5 years from the end of the Agreement.
- 7.5. Ambassador's access to the Referral Program may be blocked for a period of investigation, if a material infringement of the Agreement or fraudulent activity associated with Ambassador's participation in the Referral Program is suspected.
- 7.6. Upon termination or expiration of this Agreement, Ambassador will immediately return, or (at Bolt's request) destroy, all Bolt Marketing Materials and Confidential Information in its possession or control, and, upon Bolt's request, a representative of Ambassador will certify to Bolt in writing that Ambassador has done so.

8. Final provisions

- 8.1. Any notice or document under the Agreement shall be sufficiently given:
 - 8.1.1. if delivered personally, at the time of delivery to the party;
 - 8.1.2. if delivered by courier, on the date stated by the courier as being the date on which the envelope containing the notice was delivered to the party;
 - 8.1.3. if sent by registered mail, on the 10th day after handing the document over to the post office for delivery to the party;
 - 8.1.4. if provided in the Program Platform, or if sent by email, on the 2nd day following the dispatch of the message.
- to the contacts provided by each party to the Program Platform Provider.
- 8.2. Bolt reserves the right to make changes to these Terms and Conditions at any time. Such changes shall take effect after they have been notified to the Ambassador within a reasonable period of time prior to the changes taking effect. Continued participation in the Referral Program after changes have taken effect shall constitute Ambassador's consent to such changes.
 - 8.3. Bolt reserves the right to add, remove and update features and functionality of Bolt Business, Bolt application, any Bolt API; or other Bolt platform or service offering at any time including but not limited to pricing, payment methods and requirements for the use of Bolt Services.
 - 8.4. This Agreement and the rights and obligations thereunder may not be assigned or transferred to third parties by the Ambassador, in whole or in part, without the prior written consent of Bolt. Agreement may be assigned and transferred by Bolt, in whole or in part, in Bolt's sole discretion provided that the assignee is not a direct competitor of the Ambassador and has assumed the obligations under the Agreement.
 - 8.5. The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior communications, drafts, agreements, representations, warranties, stipulations and undertakings of whatsoever nature, whether oral or written between the parties.
 - 8.6. Any right or obligation of either party under the mandatory applicable law shall overrule any conflicting term under the Agreement to the minimal extent required.
 - 8.7. Governing law and jurisdiction. The Agreement shall be governed by, and construed and enforced in accordance with the laws of Estonia. If a dispute arising out of or relating to the Agreement including non-contractual claims can not be settled by negotiations within 30 days, then it shall be finally and exclusively settled in Harju County Court in Estonia.