

BOLT RENT TERMS AND CONDITIONS FOR FLEET OWNERS

Effective from 16 October 2026

These Bolt Rent Terms and Conditions for Fleet Owners (**Fleet Owner Terms**) are entered into between Bolt Services Using Electronic Media LLC, registration number 2918896 (**Bolt**), with principal place of business at Office G-15, Onyx Building, Al Khabeesi, Dubai, United Arab Emirates, and third party providers of motor vehicle rental services (**Fleet Owner**) (Bolt and the Fleet Owner each a "**Party**" and collectively the "**Parties**") through the Bolt Platform (defined below).

BACKGROUND

- (A) Bolt (including affiliates of the Bolt group) operates a technological marketplace platform enabling the conclusion of vehicle rental contracts between car rental providers and users of such a marketplace (**Bolt Platform**).
- (B) The Fleet Owner is in the business of providing car rental services.
- (C) The Parties wish to cooperate by making the Car Rental Service available to users of the Bolt Platform in the Emirate of Dubai, on a commission basis (**Cooperation**).

1. OBJECT

- 1.1. Bolt shall make the Fleet Owner's car rental services (**Car Rental Service**) available to registered users of the Bolt Platform (**Customers**) by enabling them to enter into a separate car rental agreement directly with the Fleet Owner (hereinafter referred to as the "**Car Rental Agreement**"), through the Bolt Platform, in consideration for a commission. Bolt shall not be a party to the Car Rental Agreement.
- 1.2. Bolt operates a digital marketplace platform that facilitates the conclusion of Car Rental Agreements between Fleet Owners and Customers. Bolt's role is limited to making the Bolt Platform available to enable Customers and Fleet Owners to enter into Car Rental Agreements directly, and to providing the platform, payment facilitation and related services expressly contemplated under these Fleet Owner Terms. Bolt does not act as the Fleet Owner's commercial agent and does not independently negotiate or conclude Car Rental Agreements on the Fleet Owner's behalf. Nothing in these Fleet Owner Terms shall be construed as creating a commercial agency, partnership, joint venture, employment, fiduciary or similar relationship between the Parties. The Fleet Owner shall remain solely identified as the provider of the Car Rental Service, provided that Bolt may present and market the Car Rental Service on the Bolt Platform in a manner consistent with its role as a digital marketplace platform.
- 1.3. The Car Rental Service is available in the Emirate of Dubai. The area of availability of the Car Rental Service is determined by the Fleet Owner and is subject to changes determined by the Fleet Owner in cooperation with Bolt.
- 1.4. Bolt is not authorised to modify the rules, pricing or fees of the Car Rental Service, except where necessary to perform the Cooperation obligations. Bolt may organise promotions and discounts, provided these do not reduce the Fleet Owner's dues under Car Rental Agreements.
- 1.5. Bolt is authorised to collect on Fleet Owner's behalf the Fees (as defined in clause 2.1) payable by Customers under the Car Rental Agreements and to forward relevant funds to the Fleet

Owner as agreed in these Fleet Owner Terms. Bolt acts solely as a payment facilitator in connection with the Car Rental Agreements. The Customer's payment obligation arising from the Car Rental Agreement is deemed to be fulfilled when the respective payment is credited onto the payment account of Bolt.

- 1.6. Without waiver or limitation of any rights or remedies, Bolt shall be entitled to deduct from any amounts payable to the Fleet Owner, including but not limited to the Fees (as defined in clause 2.1), or invoice the Fleet Owner for, any amounts payable by the Fleet Owner to Bolt under these Fleet Owner Terms, including but not limited to, refunds or compensation Bolt has paid out to Customers in connection with the Car Rental Service. The Fleet Owner shall pay to Bolt any invoiced amount within ten (10) calendar days of receipt.
- 1.7. Bolt provides a technological platform for billing of Customers. It is Bolt's sole discretion to decide upon the payment methods made available to Customers through the Bolt Platform, and upon payment and the service providers engaged by Bolt in connection with payment processing under these Fleet Owner Terms.
- 1.8. The Fleet Owner's access to and use of the Bolt Platform under the Cooperation is conditional on the Fleet Owner's full compliance with these Fleet Owner Terms, together with the Bolt Rent Cooperation Agreement incorporating them by reference, and the applicable law.

2. REMUNERATION AND PAYMENT

- 2.1. In consideration for the Cooperation, Bolt shall be entitled to and the Fleet Owner shall pay Bolt a commission (**Commission**) on all Fees collected by Bolt on the Fleet Owner's behalf. "**Fees**" means all amounts processed through Bolt's payment service providers on the Fleet Owner's behalf, including without limitation amounts collected for the regular use of the Car Rental Service, recovered damages, fines, contractual penalties and any other payments made by Customers through the Bolt Platform to the Fleet Owner.
- 2.2. The Commission shall be calculated on all Fees collected by Bolt on the Fleet Owner's behalf in the respective calendar month in respect of Car Rental Agreements that have been ended and settled.
- 2.3. Bolt shall deduct the Commission from each payout to the Fleet Owner. Where Bolt has failed to deduct the Commission in full in respect of any payout, Bolt may either (a) deduct the outstanding amount from any future payout, or (b) notify the Fleet Owner in writing, in which case the Fleet Owner shall pay the outstanding amount within ten (10) calendar days of such notification.
- 2.4. In case of payment delays by the Fleet Owner, a penalty interest of 0.02% plus the Central Bank of the UAE base rate in force from time to time (or, if such rate ceases to exist or is replaced, the nearest equivalent rate as reasonably determined by Bolt) shall apply over the outstanding amount for each day of payment delay.
- 2.5. Bolt may issue invoices, receipts and other billing documents on behalf of the Fleet Owner in connection with the Car Rental Service. The Fleet Owner acknowledges and agrees that such documents may be issued electronically and shall comply with applicable requirements of UAE law, including applicable Arabic language and UAE Dirham (AED) pricing requirements.

3. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 3.1. The Parties represent, covenant, and warrant that they will integrate the Car Rental Service on the Bolt Platform only in compliance with all applicable laws and regulations.
- 3.2. The Fleet Owner represents, covenants, and warrants to Bolt as of the date of these Fleet Owner Terms that entering into and performing its obligations under these Fleet Owner Terms does not violate or conflict with any applicable laws and regulations.
- 3.3. The Fleet Owner shall be fully responsible for the Car Rental Service, for following the best industry practices and for complying with the rules governing the provision of the Car Rental Service and meeting all necessary legal and regulatory requirements, as well as operational activities related to the provision of Car Rental Service, including but not limited to, car fleet management, caring for car cleanliness, car repairs and maintenance etc.
- 3.4. The Fleet Owner warrants that the Car Rental Service is provided in compliance with applicable laws. The Fleet Owner further confirms and warrants that it owns or possesses on the basis of contractual obligations (in particular leasing, long-term rental and similar) the vehicles available on the Bolt Platform.
- 3.5. Bolt shall use reasonable efforts consistent with prevailing industry standards to maintain the Bolt Platform in a manner which minimises errors and interruptions in the Car Rental Service. The Bolt Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or for causes beyond Bolt's reasonable control, whether by Bolt or third-party service providers. However, Bolt does not warrant that the Bolt Platform or the Car Rental Service will operate uninterrupted or error free. To the fullest extent permitted under applicable law, Bolt excludes all warranties and representations not expressly set out in these Fleet Owner Terms.
- 3.6. For the purposes of these Fleet Owner Terms, "**Intellectual and Industrial Property Rights**" are all rights recognised by intellectual property legislation (copyright, related and sui generis rights including, but not limited to, rights over software, source codes etc.), all rights recognised by industrial property legislation (patents, trademarks, utility models, industrial models and drawings and any other similar rights) and all rights recognised to the owner of a know-how or trade secret. Each Party expressly represents and warrants that it complies with the applicable intellectual and industrial property laws in connection with these Fleet Owner Terms and that its Intellectual and Industrial Property Rights used for the performance of the present Fleet Owner Terms do not infringe the rights of third parties. Likewise, each Party declares and guarantees that it holds all the rights, powers and titles necessary to operate the grant of Intellectual and Industrial Property Rights in these Fleet Owner Terms regarding its protectable element under intellectual or industrial property legislation, warranting the other Party the full use and peaceful enjoyment of said rights and of the objects on which they fall in the terms set forth in the present Fleet Owner Terms, these being free of any charge or encumbrance to that effect.
- 3.7. Each Party warrants and represents to the other that:
 - (a) it has all requisite corporate power, permissions and authority necessary to enter into and perform these Fleet Owner Terms;
 - (b) the execution and performance of these Fleet Owner Terms will not conflict with another agreement to which it is a Party;
 - (c) it has obtained all consents, permissions, and licences necessary to enable it to perform its obligations under these Fleet Owner Terms; and

- (d) it shall comply with all applicable laws of those jurisdictions relevant to the subject matter of these Fleet Owner Terms.

4. LIABILITY

- 4.1. The Fleet Owner is solely responsible for the rules governing the provision of the Car Rental Service and meeting all necessary requirements under applicable laws and regulations, as set forth in clause 3.3. Bolt is not liable for the performance of the Car Rental Agreement or of the Car Rental Service, nor for any claims presented under the Car Rental Agreement and/or in connection with the Car Rental Service. The Fleet Owner hereby confirms it has sufficient knowledge about the customer registration rules and processes, controls and technologies used by the Bolt Platform. Therefore, the Fleet Owner shall not use or attempt to use the fact that the Customers are registered and verified users of the Bolt Platform in order to fully or partially transfer any liability or risks associated with the Car Rental Agreement to Bolt. The Fleet Owner acknowledges that those are liabilities and risks inherent to a car rental business, such as the one run by the Fleet Owner.
- 4.2. The Fleet Owner acknowledges that Bolt may face claims or regulatory exposure in connection with the Car Rental Service facilitated through the Bolt Platform. The Fleet Owner shall reasonably cooperate with Bolt in responding to any such claim and shall indemnify and hold harmless Bolt, as well as its officers, directors, legal representatives, agents, employees, staff, and personnel, against any losses, liabilities, damages, fines, costs and expenses (including reasonable legal fees) arising out of: (a) any act or omission of the Fleet Owner; (b) any defect in or issue relating to the Car Rental Service; or (c) any breach by the Fleet Owner of these Fleet Owner Terms, Bolt Rent Cooperation Agreement or applicable law. Notwithstanding the foregoing, the Fleet Owner shall not indemnify Bolt for losses arising from: (i) Bolt's own actions or negligence; (ii) Bolt Platform or in-app payment system failures; or (iii) acts of Bolt's contractors.
- 4.3. In the event of any investigation, enquiry or enforcement action by a governmental, regulatory or law enforcement authority relating to the Car Rental Service or the Fleet Owner's conduct, the Fleet Owner shall cooperate with Bolt and provide such information and assistance as may be reasonably requested by Bolt.
- 4.4. Either Party shall be liable for any damage caused by the actions of their legal representatives and any authorised persons used by them for the performance of their contractual obligations, including in particular any employees, agents, subcontractors and other representatives, in the same way as for any damage caused by their own actions.
- 4.5. Each Party shall be responsible for any tax obligations associated with a particular Party's activities in accordance with applicable laws. The Fleet Owner shall be solely responsible for all tax obligations arising from its provision of the Car Rental Service, including the collection and remittance of VAT on rental fees. Bolt shall be responsible for the collection and remittance of VAT on the Commission. Each Party shall cooperate as reasonably required to ensure compliance with applicable VAT and tax reporting obligations.
- 4.6. Either Party may exercise against the other Party all the legal remedies provided by law with the restrictions specified in the Fleet Owner Terms.
- 4.7. To the fullest extent permitted under applicable law, Bolt shall not be liable to the Fleet Owner for any indirect, consequential or special loss, including loss of profit or loss of business, arising out of or in connection with these Fleet Owner Terms. Nothing in these Fleet Owner Terms shall exclude or limit any liability which cannot be excluded or limited under applicable law.

5. INDEMNITY

The Fleet Owner shall indemnify, defend and hold harmless Bolt and its officers, directors, employees, agents, affiliates and representatives from and against any claims, losses, damages, liabilities, fines, penalties, costs and expenses (including reasonable legal fees) arising out of or in connection with the : (a) the Car Rental Service; (b) any act or omission of the Fleet Owner; (c) any breach by the Fleet Owner of these Fleet Owner Terms, Bolt Rent Cooperation Agreement or applicable laws and regulations; or (d) any infringement of third-party rights by the Fleet Owner in the performance of its obligations under these Fleet Owner Terms or Bolt Rent Cooperation Agreement.

6. DATA PROTECTION AND SECURITY

- 6.1. The Parties remain separate and independent data controllers with respect to personal data of Customers processed and shared in connection with these Fleet Owner Terms.
- 6.2. The Parties hereby enter into a separate Controller-to-Controller Data Sharing Agreement, pursuant to Annex 1, in order to secure the protection of privacy and fundamental rights and freedoms of individuals.
- 6.3. Each Party is responsible for its own compliance with applicable data protection laws at all times with respect to the processing of personal data shared under these Fleet Owner Terms. The provisions of these Fleet Owner Terms shall not relieve, remove or replace, a Party's obligations under the applicable data protection laws.
- 6.4. The Parties' Data Protection Officers (**DPOs**) shall act as the single point of contact (**SpOC**) who will work together to resolve any issues about and improve the effectiveness of the Parties' data sharing.
- 6.5. Any notice or other formal communication given to a Party under or in connection with this clause 6 shall be in writing, addressed to the SPoCs and shall be sent by email to the SPoC. The corresponding email for Bolt is privacy@bolt.eu.
- 6.6. To the extent Bolt shares any Customer creditworthiness assessment or risk indicator with the Fleet Owner in connection with a booking request, the Fleet Owner shall use such information solely for the purpose of assessing the relevant booking request and shall not retain, disclose or use such information for any other purpose.

7. TERM AND TERMINATION

- 7.1. These Fleet Owner Terms enter into force on their effective date and shall remain in force until terminated in accordance with these Fleet Owner Terms.
- 7.2. Either Party may terminate these Fleet Owner Terms for convenience at any time without liability by giving the other Party sixty (60) calendar days written notice of termination.
- 7.3. Without affecting any other available right or remedy, each Party may terminate these Fleet Owner Terms with immediate effect by giving notice to the other Party, if:
 - (a) the other Party fails to pay any amount due under these Fleet Owner Terms on the due date for payment and remains in default not less than thirty (30) calendar days after being notified in writing to make such payment;
 - (b) the other Party: (i) commits a material breach of these Fleet Owner Terms and, if such breach is remediable, fails to remedy it within ten (10) calendar days after being notified to do so; or

- (ii) fails to comply with any law or regulation, where such non-compliance materially and adversely affects the Cooperation or the innocent Party;
 - (c) there is an adoption of the resolution to liquidate the other Party, commencement of reorganisation proceedings with respect to the other Party, appointment of an interim trustee in bankruptcy to the other Party, declaration of the bankruptcy of the other Party, abatement of the bankruptcy proceedings of the other Party, or the equivalent of any of the above occurs to the other Party;
 - (d) the Party suspends or ceases, or threatens to suspend or cease, carrying on its business;
 - (e) any representation, warranty or undertaking given by the other Party under these Fleet Owner Terms is found to be untrue, incomplete or misleading in any material respect, or the other Party is in material breach of any such representation, warranty or undertaking;
 - (f) a competent regulator (including but not limited to a financial services regulator) requests suspension of the Cooperation; or
 - (g) as a result of change in legislation (including but not limited to a financial services regulation) or its interpretation by courts or competent regulators it becomes illegal to perform the Cooperation as agreed in these Fleet Owner Terms.
- 7.4. Termination or expiry of these Fleet Owner Terms shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any contractual breach which existed at or before the date of termination or expiry.
- 7.5. Provisions of these Fleet Owner Terms which by their nature should survive termination or expiration, including but not limited to clauses regarding confidentiality, intellectual property rights, indemnification, liability, shall remain in full force and effect notwithstanding any termination or expiration of these Fleet Owner Terms.
- 7.6. Upon termination of these Fleet Owner Terms, each Party shall, if so requested, provide all assistance reasonably required by the other Party to facilitate the smooth termination of the Cooperation.

8. CONFIDENTIALITY AND PROPRIETARY RIGHTS

- 8.1. **“Confidential Information”** means all information (excluding personal data) which is disclosed by or on behalf of one Party to the other (or to any person on behalf of the other) whether on, before or after the start of the Cooperation, which is designated in writing as confidential or would appear to a reasonable person to be confidential and which relates to a Party's (or any member of that Party's group's) business, but excludes any information which the receiving party can demonstrate:
- (a) is or has become publicly known other than through breach of this clause 8;
 - (b) was lawfully in possession of the receiving party prior to disclosure by the other party;
 - (c) was received by the receiving party from an independent third party who has full right of disclosure;
 - (d) was independently developed by the receiving party; or

- (e) was required to be disclosed by governmental authority, provided that the party subject to such a requirement to disclose gives the other party prompt written notice of the requirement.
- 8.2. Each Party shall protect the Confidential Information of the other Party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own Confidential Information of a similar nature, being at least a reasonable degree of care.
- 8.3. Confidential Information may be disclosed by the receiving Party to its employees, affiliates, sub-contractors (but only to the extent necessary for the performance of the Fleet Owner Terms), and professional advisers, provided that the receiving Party ensures that the recipient complies with this clause 8.
- 8.4. Except to the extent required by law, the Fleet Owner shall not make public announcements or use the name of any Bolt group member in promotional materials without prior written consent.
- 8.5. This clause 8 shall continue to apply for a period of five (5) years following the termination or expiry (as applicable) of the Fleet Owner Terms, provided that each other Party's obligations related to trade secrets will survive indefinitely.
- 8.6. Each Party shall own all right, title and interest in and to any shared non-public information regarding features, functionality and performance of the services and business of that Party or that Party's group (**Proprietary Information**), as well as in and to any services provided under this Cooperation, all improvements, enhancements or modifications thereto, any software, applications, inventions or other technology developed in connection with the Cooperation, and all Intellectual and Industrial Property Rights related to any of the foregoing.
- 8.7. The Fleet Owner may provide branding to Bolt to showcase the Cooperation under the Fleet Owner Terms. The Fleet Owner shall grant Bolt a non-exclusive, worldwide, sublicensable, royalty-free, non-revocable license to use the branding of the Fleet Owner for the duration of the Fleet Owner Terms for the purpose of proper performance of the Cooperation. By submitting the branding to Bolt, the Fleet Owner agrees that the branding is subject to use by Bolt in any manner they see fit for the fulfilment of the Cooperation except for (i) the sale of the branding to third parties and (ii) the purposes not permitted under the applicable laws.
- 8.8. The use of Bolt marks, including but not limited to logo or any word, slogan, logo or other sign that indicates the source or origin of any Bolt products or services, shall be preceded by a written permission from Bolt and shall observe the Bolt brand guidelines available at <https://bolt.eu/en/press/guidelines/>.

9. ANTI-BRIBERY

The Parties shall and shall procure that persons who are performing services or supplying goods on their behalf in connection with the Fleet Owner Terms shall comply with all laws, including those relating to anti-bribery and corruption, anti-money laundering and counter-terrorism financing, modern slavery, international trade controls and sanctions.

10. SUBCONTRACTING, ASSIGNMENT AND OTHER DEALINGS

- 10.1. The Fleet Owner shall not assign, transfer, charge, subcontract or deal in any other manner with any of its rights and obligations under the Fleet Owner Terms or the Bolt Rent Cooperation Agreement without Bolt's prior written consent. Bolt may at any time assign, pledge, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights under the

Fleet Owner Terms or the Bolt Rent Cooperation Agreement and shall notify the Fleet Owner of any such assignment within a reasonable period. The Fleet Owner hereby consents in advance to any transfer by Bolt of its rights and obligations under the Fleet Owner Terms or the Bolt Rent Cooperation Agreement to: (i) any member of the Bolt group; (ii) any successor entity in connection with a merger, acquisition, restructuring or sale of all or substantially all of Bolt's business or assets, or (iii) any third-party entity entitled to operate the Bolt Platform under a commercial agreement with Bolt, provided that such successor or third party assumes Bolt's obligations under the relevant agreement on substantially the same terms. Bolt shall notify the Fleet Owner of any such transfer within a reasonable period.

- 10.2. In connection with any merger, acquisition, restructuring or transfer of or in relation to or connection with Bolt's business, Bolt may invite the Fleet Owner to enter into replacement arrangements with a successor entity on substantially similar terms. Any transfer of Personal Data in connection with such process shall be undertaken in compliance with applicable data protection laws.

11. VARIATION

No variation of the Fleet Owner Terms shall be effective unless it is in writing and signed by the Parties' legally authorized representatives.

12. WAIVER

A waiver of any right under the Fleet Owner Terms is only effective if it is in writing, and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given. No waiver shall be implied by taking or failing to take any other action.

13. AMENDMENTS

- 13.1. Bolt may amend these Fleet Owner Terms at any time by publishing an updated version at the Bolt webpage and notifying the Fleet Owner in accordance with clause 19 at least thirty (30) calendar days before the amendment enters into force.
- 13.2. If the Fleet Owner does not accept the amended Fleet Owner Terms, it shall notify Bolt in writing within fifteen (15) calendar days of receiving notice of the amendment. Termination shall take effect on the date the amended Fleet Owner Terms would have entered into force and shall not give rise to any liability or early termination penalty for either Party.
- 13.3. If the Fleet Owner does not notify Bolt of its rejection within fifteen (15) calendar days of receiving notice of the amendment and continues to access or use the Bolt Platform after the amended Fleet Owner Terms enter into force, the Fleet Owner shall be deemed to have accepted the amended Fleet Owner Terms.

14. CUMULATIVE REMEDIES

Unless specifically provided otherwise, rights arising under the Fleet Owner Terms are cumulative and do not exclude rights provided by applicable laws.

15. SEVERANCE

If any provision (or part thereof) of the Fleet Owner Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions of the Fleet Owner Terms shall remain in force. If any such provision would be valid, enforceable or legal if some part of it

were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

16. ENTIRE AGREEMENT

These Fleet Owner Terms, together with the Bolt Rent Cooperation Agreement incorporating them by reference, constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them (including but not limited to terms referred to, offered or relied on by the Parties), whether written or oral, relating to its subject matter.

17. ORDER OF PRECEDENCE

Annexes form an integral part of the Fleet Owner Terms and shall have the same binding effect as if set out in full herein. In the event of any inconsistency between the provisions of the Fleet Owner Terms and any Annex, the Fleet Owner Terms shall prevail to the extent of the inconsistency.

18. NO PARTNERSHIP

These Fleet Owner Terms will not be interpreted or construed to create an association, joint venture, relationship of principal and agent or any other legal relationship between the Parties that would impose liability upon one Party for the act or failure to act of the other. Except where expressly stated in the Fleet Owner Terms, neither Party has authority or power to make representations or bind the other in any way.

19. NOTICES AND OTHER COMMUNICATIONS

All notices under or in connection with the Fleet Owner Terms shall be in writing (including electronic means, such as email), properly addressed and shall be deemed to have been duly given or received upon the earlier of: (i) actual receipt, (ii) the date of confirmed delivery according to the records of the postal service if sent by registered or certified mail, return receipt requested, or (iii) the date of confirmed delivery according to the records of a commercially recognized express courier with tracking capabilities or (iv) the date of confirmed transmission if sent by email or pec email with confirmation of delivery.

20. PRICING TRANSPARENCY AND CUSTOMER CHARGES

- 20.1. The Fleet Owner shall provide Bolt with accurate, complete and up-to-date information regarding all charges, fees and amounts that may be payable by Customers in connection with the Car Rental Services, including where applicable: (a) base rental charges; (b) security deposits; (c) no-deposit fees; (d) platform or service fees; (e) variable charges, including mileage, late return or cleaning charges; (f) applicable taxes, tolls and government charges; and (g) traffic fines, parking charges, Salik charges and damage, repair and compensation charges passed through pursuant to the applicable Car Rental Agreement.
- 20.2. The Fleet Owner shall ensure that all information provided pursuant to clause 20.1, including all charges, fines and liabilities potentially chargeable to Customers under the Car Rental Agreement is clearly disclosed to Bolt in advance and is supported by relevant records and documentation substantiating the basis and amount of each such charge.
- 20.3. Bolt may notify Customers of post-rental charges and facilitate collection of such amounts on the Fleet Owner's behalf. Before any post-rental charge is processed, Customers shall be provided with a reasonable opportunity to review and, where applicable, dispute the relevant charge.

21. FORCE MAJEURE

Subject to compliance with this clause, neither Party shall be liable to the other for delay or non-performance of its obligations under the Fleet Owner Terms to the extent that this is due to an unusual and unforeseeable event beyond Party's control which renders performance of the affected obligation impossible, including, without limitation acts of God, flood, drought, earthquake, pandemic, terrorist attack, riot, war, fire, explosion, storm, government action, sanctions, embargo, regulatory restrictions, ("**Force Majeure Event**"). The affected Party shall notify the other Party as soon as reasonably possible in writing with reasonable details of the Force Majeure Event, its effect on the relevant obligations and its estimated duration. The affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event upon the performance of its obligations under the Fleet Owner Terms (including through the use of alternative sources of supply) and shall keep the other Party updated on its progress and on the ongoing impact of the Force Majeure Event. Subject to this clause, as soon as reasonably possible following the end of the Force Majeure Event, the affected Party shall notify the other Party and the Fleet Owner Terms shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event, unless agreed otherwise by the Parties. The Parties shall consult at regular intervals to agree any steps to be taken to enable continued provision of the goods affected by a Force Majeure Event (on a temporary or permanent basis).

22. GOVERNING LAW AND JURISDICTION

- 22.1. These Fleet Owner Terms and the Bolt Rent Cooperation Agreement incorporating them by reference shall be governed by, and construed in accordance with the laws of the United Arab Emirates as applied in the Emirate of Dubai.
- 22.2. Each Party irrevocably agrees that the courts of Dubai shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Fleet Owner Terms and the Cooperation Agreement incorporating them by reference or their subject matter or formation.

ANNEX 1 - DATA SHARING AGREEMENT

This Data Sharing Agreement (“**DSA**”) is an integral part of the Fleet Owner Terms and shall apply to all relations that are formed between Bolt and/or its affiliates involved in the operation of the Bolt Platform and the Fleet Owner (individually as a “**Party**” and collectively as the “**Parties**”) in the course of using the Bolt Platform and relate to the processing of the Personal Data. For the purposes of this DSA, each Party acts as an independent Data Controller in respect of the Personal Data Processed by it under or in connection with the Fleet Owner Terms.

IT IS AGREED AS FOLLOWS:

The following definitions apply in this DSA:

“Adequacy Decision”	Means a decision adopted by the European Commission pursuant to the GDPR determining that a third country, a territory or one or more specified sectors within that third country, or an international organization, ensures an adequate level of protection for Personal Data.
"Agreed Purposes"	Enabling the Fleet Owner to solicit Car Rental Service to the Customer via the Bolt Platform.
"Applicable Data Protection Laws"	means all laws and regulations applicable to the Processing of Personal Data under the Agreement and this DSA including, but not limited to, the GDPR and Federal Decree-Law No. 45 of 2021 regarding the Protection of Personal Data (PDPL).
"Data Protection Authority"	Means an independent public authority which is established pursuant to Applicable Data Protection Law. For Estonia, this is the Estonian Data Protection Inspectorate; for UAE, this is the UAE Data Office
"EU GDPR"	means the General Data Protection Regulation (EU) 2016/679.
“EU Standard Contractual Clauses”	means: (i) the standard contractual clauses adopted by the European Commission on 4th June 2021 for the transfer of Personal Data to third countries pursuant to the GDPR and where "MODULE ONE: Transfer controller to controller" therein is selected and applies where relevant; or (ii) such other standard contractual clauses that are approved by the European Commission for Controller to Controller transfers of Personal Data to a third country which has not received an Adequacy Decision (and are subsequently incorporated into this DSA).
“Restricted Transfer”	Means a transfer of Personal Data to a country, a territory or specified sector within a country that: (i) is not subject to an Adequacy Decision; or (ii) is not subject to any derogations that would permit the transfer of the Personal Data to that country, territory or sector in accordance with Applicable Data Protection Laws (as applicable to the Personal Data transfer).

"Shared Personal Data"	the Personal Data shared between the Parties as specified in clause 5 of this DSA.
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The terms Data Controller, Data Subject, Personal Data, Personal Data Breach, Process(ing), Sensitive/Special Category Personal Data shall have the same meaning as if read in the context of GDPR and the Applicable Data Protection Laws.

PURPOSE AND ROLE OF THE PARTIES

1. This DSA is intended to document compliance with Applicable Data Protection Laws relating to the sharing of Personal Data between the Parties. Each Party must ensure compliance with Applicable Data Protection Laws at all times with respect to the Processing of Shared Personal Data under this DSA.
2. Parties are considered separate and independent data controllers with respect to the Processing of Shared Personal Data under this DSA. The Parties agree and acknowledge that subject to compliance with the provisions of this DSA, each Party shall be able to determine the purpose and means of Processing the Shared Personal Data held under its control in accordance with its privacy notice.
3. The Parties Data Protection Officers ("**DPOs**") shall act as the single point of contact ("**SpOC**") who will work together to resolve any issues about and improve the effectiveness of the Parties' data sharing.
4. Any notice or other formal communication given to a Party under or in connection with this DSA shall be in writing, addressed to the SPoCs and shall be sent by email to the SPoC. The corresponding email for Bolt is privacy@bolt.eu.

SHARED PERSONAL DATA

5. The types of Personal Data that will be shared between the Parties about the Customers:
 - (a) Customer first and last name;
 - (b) Customer contact details (phone number, email);
 - (c) Customer billing details (contact details, billing address, company name, tax ID);
 - (d) Customer verification details (selfie, national ID/passport, driver's license);
 - (e) Booking details (duration, vehicle pick up and drop off details);
 - (f) Customer feedback;
 - (g) credit information, including credit check results or credit risk indicators shared by Bolt with the Fleet Owner for the purpose of assessing Customer eligibility for a Car Rental Agreement, where such checks have been conducted with the Customer's prior consent.
6. Sensitive/Special Category Personal Data may be shared between the Parties only where compatible with the Data Protection Laws.
7. The Parties agree wherever practicable to operate proportionate checks to ensure the accuracy of the Shared Personal Data and its correct incorporation into different systems.

DATA IMPORTER OBLIGATIONS

9. Where a Party acts as a Data Controller receiving Shared Personal Data (the "**Data Importer**") from the other Party (the "**Data Exporter**"), the Data Importer shall:
- (a) only process the Shared Personal Data in accordance with Applicable Data Protection Laws and for the Agreed Purposes;
 - (b) implement technical and organisational measures for the protection of Shared Personal Data and Data Subject rights and freedoms, including but not limited to ensuring that persons it authorises to Process the Shared Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) comply with the respective obligations contained in Applicable Data Protection Laws relating to principles of data processing, notification requirements, and compliance with Data Subject rights in respect of all Processing of Personal Data to which the Applicable Data Protection Laws apply;
 - (d) ensure proper notification to the extent required by Applicable Data Protection Laws, in particular but not limited to obligations to notify the other Party regarding a rectification, erasure or restriction of Processing;
 - (e) in the event of a Personal Data Breach concerning Shared Personal Data, shall take appropriate measures to address the Personal Data Breach, including measures to mitigate its possible adverse effects, and if the Personal Data Breach is likely to result in significant adverse effects, the Data Importer shall without undue delay, and in no event later than forty eight (48) hours after discovery of the Personal Data Breach or such shorter period as may be required under Applicable Data Protection Laws, notify the other Party. The Data Importer, and if required with the cooperation of the other Party, will determine whether it is necessary to notify the Personal Data Breach to any relevant Data Protection Authority or Data Subject(s). The Data Importer shall document all relevant facts relating to the Personal Data Breach including its effects and any remedial action taken. Where the Data Importer is the Fleet Owner, the e-mail address to send the Personal Data Breach to Bolt is privacy@bolt.eu;
 - (f) where required under Applicable Data Protection Laws, provide the Data Subjects with all information to which they are entitled to under Applicable Data Protection Laws;
 - (g) promptly deal with requests exercising Data Subjects rights in accordance with Applicable Data Protection Laws;
 - (h) unless permitted otherwise by applicable law, keep confidential, and ensure its employees keep confidential, all Shared Personal Data received from the other Party;
 - (i) ensure that any person acting under its authority, including a Processor, does not Process Shared Personal Data except on instructions from the Data Importer;
 - (j) not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes unless required to do so under applicable law (in which case the other party must be notified of such requirement).

DIRECT MARKETING

10. If a Party Processes the Shared Personal Data for the purposes of Direct Marketing, that Party shall ensure that:
- (a) effective procedures and communications are in place to allow Data Subjects to exercise their rights to opt out from direct marketing;

- (b) effective procedures are in place to enable that Party to advise the other Party of any opt out that encompasses the activity of this other Party;
- (c) an appropriate legal basis has been confirmed (and, where necessary, evidenced) for the Shared Personal Data to be used for the purposes of direct marketing.

SECURITY AND TRAINING

11. Each Party shall only provide and receive the Shared Personal Data using secure methods, having regard to the availability of joint or shared IT systems, the technology for facilitating data transfers, the risk of data loss or breach and the cost of implementing such measures.
12. It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and Process the Shared Personal Data in accordance with any agreed technical and organisational measures to keep it secure and to uphold the data protection principles under Applicable Data Protection Laws.
13. The Fleet Owner shall comply with its own security policies and standards (which may be subject to the development and review by the Fleet Owner), provided that:
 - (a) The Fleet Owner notifies Bolt in writing of any material changes to its security measures and policies that could impact the Processing of the Shared Personal Data;
 - (b) Those security policies and standards at all times meet or exceed the minimum security standards required under the Applicable Data Protection Laws and industry best practices; and
 - (c) The measures and controls adhered to and implemented by the Fleet Owner are substantially equivalent, materially similar and no less onerous than the technical and organisational measures detailed in the Bolt's Information Security Code of Practice available at: <https://bolt.eu/en/security/supplier-requirements/>.

INTERNATIONAL TRANSFERS OF PERSONAL DATA

14. The governing law and jurisdiction of the Data Sharing Agreement shall be the laws of the United Arab Emirates as applied in the Emirate of Dubai, and disputes shall be resolved by the courts of Dubai. Notwithstanding the foregoing, where the EU Standard Contractual Clauses set out in Appendix 1 apply to a Restricted Transfer, those clauses shall be governed by and construed in accordance with the laws of the Republic of Estonia, and disputes thereunder shall be subject to the exclusive jurisdiction of the courts of the Republic of Estonia, as required by applicable EU law. This carve-out applies solely to the EU Standard Contractual Clauses and to no other aspect of this DSA or the Fleet Owner Terms. To the extent that any Restricted Transfers of Shared Personal Data will be undertaken between the Fleet Owner and Bolt, Parties shall ensure that it complies with Applicable Data Protection Laws when effecting such a transfer.
15. Without prejudice to clause 14 of this DSA, if any Restricted Transfer involves the transfer of Personal Data outside the United Arab Emirates, the Parties shall ensure compliance with the cross-border transfer requirements under the PDPL and any applicable executive regulations issued thereunder.
16. The Parties shall only undertake Restricted Transfers of Shared Personal Data to other third parties (onward transfers) in compliance with Applicable Data Protection Laws.

REVIEW AND TERMINATION OF DSA

17. Should both Parties unanimously wish to terminate the DSA, a process to identify the future ownership of and confirm as necessary mutual rights to use any Shared Personal Data will be undertaken and completed prior to termination of the DSA.

MISCELLANEOUS

18. In the event of a dispute or claim brought by a Data Subject or a Data Protection Authority concerning the Processing of Shared Personal Data against any or all Parties, the Parties will inform each other as necessary about the dispute or claim, and will cooperate with a view to settling the dispute or claim amicably in a timely fashion.
19. The Fleet Owner shall, at all times during and after the term of this DSA, defend, hold harmless and indemnify (at its own expense) Bolt on demand against any claims, loss, damages, costs or expenses and other liabilities (including but not limited to legal fees) incurred by Bolt arising out of or in connection with:
 - (a) any failure by the Fleet Owner, its employees, subcontractors, or agents to comply with:
 - (i) any of the Fleet Owner's obligations under this DSA; (ii) any of the Fleet Owner's data protection obligations in the Fleet Owner Terms; and/or (iii) any Applicable Data Protection Laws; and
 - (b) any Personal Data Breach suffered by the Fleet Owner or caused by the Fleet Owner whether directly or indirectly.

The Parties agree that any limitation of liability provisions set forth in the Fleet Owner Terms will not apply to the indemnity in this clause.

20. If any provision of this DSA is declared invalid, unlawful or unenforceable by a competent authority or court, then the remainder of this DSA shall remain valid. This DSA shall be governed by and construed in accordance with the laws governing the Fleet Owner Terms, and any disputes shall be resolved by the courts agreed for resolution of disputes under the Fleet Owner Terms.

Appendix 1 – Information required for the EU Standard Contractual Clauses

Clause reference	Option selected
Clause 7 – Docking clause (optional)	The optional docking clause is not selected.
Clause 11 – Redress (optional)	This optional redress clause is not selected.
Clause 17 – Governing law	Option 1 is selected. The Standard Contractual Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of the Republic of Estonia.
Clause 18 – Choice of forum and jurisdiction	Any dispute shall be resolved by the courts of the Republic of Estonia.
Annex 1A – List of parties	Name, address and contact person's name, position and contact details relating to the Parties can be found in Appendix 1 of this DSA. Activities relevant to the data transferred can be found in Appendix 1 of this DSA. The signature and date can be found in the signatory page of this DSA.
Annex 1B – Description of transfer	This information can be found in Appendix 1 of this DSA. To the extent applicable, the descriptions of safeguards applied to special category data can be found in the security measures referenced for satisfying the completion of Annex II of the EU Standard Contractual Clauses (see below).
Clause 13 and Annex 1C – Competent Supervisory Authority	The competent Supervisory Authority shall be the Data Protection Inspectorate of the Republic of Estonia.
Annex II – Technical and organisational measures including technical and organisational measures to ensure the security of the data	The description of technical and organisational measures applied to Personal Data is set-out in Appendix 2 to the DSA.