

GOCATCH DRIVER WHOLESALE SERVICES AGREEMENT

(ADDENDUM TO GOCATCH USER TERMS AND CONDITIONS)

1. Definitions

“The Wholesale Passenger”	means those Passengers designated as “Wholesale Passengers” by GoCatch.
“GoCatch”	means Taxi Apps Pty Ltd operating as GoCatch
“Booking”	means a booking for a Journey made by a Wholesale Passenger which is accepted or deemed to be accepted by GoCatch in accordance with this Agreement.
“Cancellation”	means where the Wholesale Passenger has made a Booking (including any Extras) but does not then carry out the Journey.
“Service Providers”	means Drivers subcontracted by GoCatch with all necessary skill, qualifications and experience of driving vehicles that are the same as or are similar to the Vehicle who will be driving (and/or controlling) the Vehicles on behalf of the Wholesale Passengers as part of the Journey.
“Journey”	means getting a Wholesale Passenger from the pickup location and time designated in the Booking to the drop-off location designated in the Booking.
“Services”	means the services referred to in this Agreement.
“Time Estimates”	means the Estimated Wait Time and the Initial Driver ETAs as defined in Schedule 5 of this Agreement.
“Vehicles”	means the types of vehicles agreed to be used in providing the Services.
“No show”	Where a Wholesale Passenger cancels a Booking and/or does not complete the Journey for any reason
“Actual Wait Time”	means the time the Wholesale Passenger actually waited for the Service Provider to arrive at the Pickup Location from the time they made the Booking
“Assigned”	means that a specific, named Service Provider has been allocated by GoCatch to fulfil a Journey. A Service Provider is deemed to have been assigned to a Journey once GoCatch has communicated the Service Provider’s first name, contact information, photo, and the Vehicle’s make and license plate number.

“Drop-off Location”	means the location to which the Wholesale Passenger is due to be transported in a Vehicle operated by the Service Provider.
“Estimated Wait Time”	means the time which GoCatch estimates it will take a Service Provider and Vehicle to reach the Pickup Location, prior to a specific Driver being Assigned. (Generally applicable only to On-demand bookings).
“Initial Driver ETA”	means the time in which GoCatch estimates it will take the Service Provider and Vehicle to reach the Pickup Location once a specific Service Provider has been Assigned to that particular Booking. The Driver ETA may differ from the Estimated Wait Time. (Generally applicable only to On-demand bookings)
“Pickup Location”	means the location at which the Wholesale Passenger is due to meet the Driver at the Pickup Time in order to start the Journey.
“Pickup Time”	means the time stated in the Booking at which the Wholesale Passenger is due to meet the Driver at the Pickup Location in order to start the Journey.
“Pre-booked”	means Bookings where the requested Pickup Time is more than 30 minutes in the future.

2. Application of these additional terms.

- 2.1. The terms in this clause apply as additional obligations for Transport Services provided by Users who are Drivers (in this clause referred to as the “Driver USER”) for passengers that are Users who GoCatch notifies the Driver are “Wholesale Passengers” (in this clause Users who are passengers are referred to as Wholesale Passengers) .
- 2.2. Drivers Acknowledge that through the application of these additional obligations, they remain subject to the GoCatch User Terms and Conditions, except to the extent that they apply a lesser or alternative than the standard as provided within this agreement. Drivers assent to these Terms and Conditions as provided at <https://www.gocatch.com/legal/> .

3. Operating Times and Delays

- 3.1. The Driver User must inform GoCatch of any delays as far in advance as possible, via the application, or otherwise by telephone.

4. Wholesale Passenger Collection and Waiting Times

- 4.1. The Driver User must wait for the Wholesale Passenger at the Pickup Location for the relevant period of time following the Pickup Time described in the schedule below ("**Minimum Waiting Period**").

Type of Booking	Type of Wholesale Passenger Collection	Minimum Waiting Period (after Pickup Time)
Pre-booked Booking	Non-airport location	15 minutes
Pre-booked Booking	Airport location	45 minutes
On-demand Booking	Any location	10 minutes

- 4.2. If the Wholesale Passenger fails to arrive at the Pickup Location before the Minimum Waiting Period and the Driver has not been able to contact the Wholesale Passenger before the end of the Minimum Waiting Period, the Wholesale Passenger can be considered a "**Passenger No-Show**" and clause 7.1 shall apply.
- 4.3. In the case of a "Passenger No-Show", the Driver User must contact GoCatch either through sending a cancellation via the application, or by telephone to communicate the situation and receive confirmation that they can consider the Booking cancelled and "Stand Down" status applies, meaning that the Driver User may resume their normal working process.
- 4.4. The Wholesale Passenger may request a longer Minimum Waiting Period. In these circumstances the Driver User will be informed by GoCatch. The Service Provider must acknowledge this request and inform GoCatch whether they can wait for the requested additional Minimum Waiting Period.

5. Flight Tracking

- 5.1. If the Wholesale Passenger's applicable flight, train or boat to the Pickup Location is amended (e.g. if their flight is early or delayed), the Pickup Time may be adjusted to reflect the difference between the scheduled and the actual flight, train or boat arrival time, to ensure the Wholesale Passenger is able to complete their Journey to their Drop-off Location in good time. This takes precedence over the original Pickup Time for all related Bookings (and all references to Pickup Time shall be construed accordingly in such cases), and it will be used in the measurement of all Service Levels and Procedures and payments. For example: if the Wholesale Passenger's flight is delayed by 30 minutes, then the Pickup Time

should be delayed by 30 minutes; if the Wholesale Passenger's flight is 45 minutes early, then the Pickup Time should be moved forwards by 45 minutes.

6. Driver User acknowledge that Wholesale Passengers may elect to cancel Bookings in accordance with the table below:

Booking type	Cancellation type	Cancellation Policy
Pre-booked	>1 hour before the Pickup Time	Driver will receive no payment whatsoever in respect of such cancelled Bookings.
Pre-booked	<1 hour before the Pickup Time	Driver will receive 50% of any cancellation fee payable to GoCatch.

2. For certainty, cancellations /no shows, certain cases of goodwill may be applied in order to waive fees. These cases are to be confirmed by GoCatch on a case-by-case basis with the Driver User but include, for example, a death in the family or family emergency.

3. Driver's acknowledge that payment for services undertaken for Wholesale Passengers may be transferred to Drivers within 60 Days of the execution of the trip, to synchronise with the date that GoCatch receives payment from its relevant wholesale client.

7. Special Requests and Amendments

- 7.1. Special requests made by the Wholesale Passenger in relation to a Booking may be passed on to Driver Users, from time to time. GoCatch may, in such timely manner and with such information, ask of Driver Users to use all reasonable efforts to accommodate and comply with any such special requests.
- 7.2. If a Wholesale Passenger requests a different Journey than that specified in the Booking details, the Driver User and Wholesale Passenger should agree upon any route and payment of any additional charges before or during the Journey. The Driver User should exercise due and reasonable consideration for minor requests and include these as part of the original Booking without any additional charge. Any adjustments and additional charges should be agreed between the Driver User and Wholesale Passenger and paid by the

Wholesale passenger to GoCatch by such method as GoCatch may prescribe from time to time.

7.3. Any major material amendments (as reasonably determined by GoCatch) will be classed as a Cancellation and a new Booking.

8. Service Delivery

8.1. Driver Users must ensure that they are:

- (a) use their knowledge of the roads and current traffic conditions to complete the Booking as quickly and safely as possible;
- (b) verify they have picked up the Wholesale Passenger correctly by asking for their name and check that they have the correct Drop-off Location and
- (c) Exceed the minimum average acceptable rating, as may be updated from time to time by and notified by GoCatch
- (d) Driver Users must ensure that Vehicles are clean, non-smoking, free of significant odours, comfortable, in full working order and have the designated number of available seats and luggage space as specified in the Booking for use by Wholesale Passengers.

9. Promotion of GoCatch Services

9.1. Driver Users acknowledge that GoCatch holds the sole and exclusive right to provide and sell any of the Services to the Wholesale Passengers.

9.2. Driver Users must not promote any services other than the GoCatch Services, for the Journey. For the avoidance of doubt, this includes but is not limited to:

9.2.1. Not touting, selling, or promoting, whether in kind or for consideration the services of a provider other than GoCatch (this expressly includes the Driver User being prohibited from directly offering the booking of any of their services).

9.2.2. Not handing out business cards or other promotional material that is not provided by GoCatch.

9.2.3. Not disparaging GoCatch or the Services to the Wholesale Passenger.

9.2.4. Not stating alternative prices for the Services to the Wholesale Passenger.

9.2.5. To positively promote GoCatch and its Services to the Wholesale Passenger as reasonably directed by GoCatch.

10. Non-solicitation

10.1. The Driver User acknowledges that they shall not for the Journey directly or indirectly solicit work from the Wholesale Passenger other than through GoCatch or with GoCatch's approval as such action may breach GoCatch's obligations with the provider of the Wholesale Passenger.

