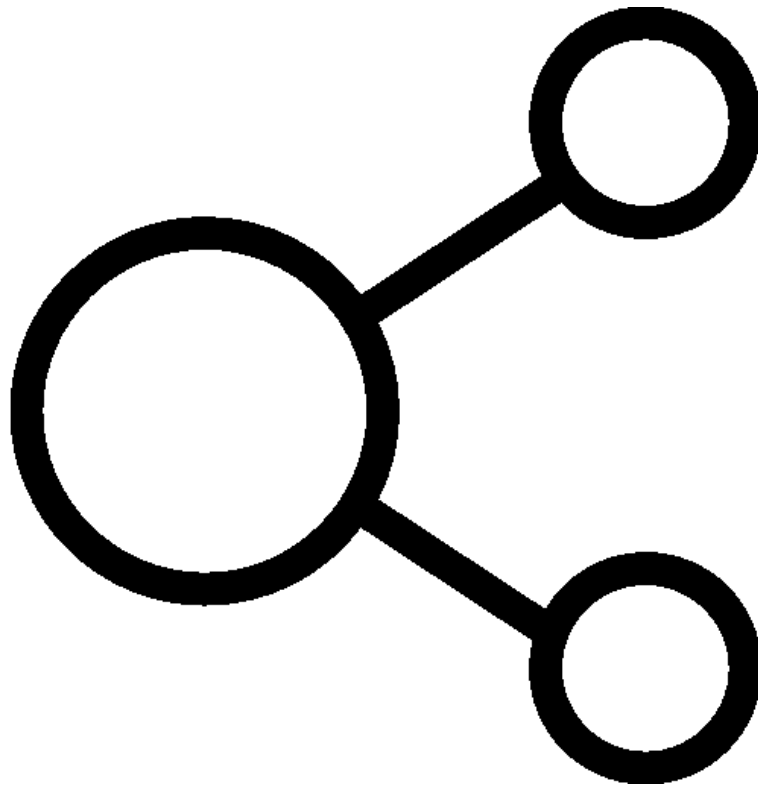


Openwheels

Model Partner Agreement



An open source Model Partner Agreement between a MaaS-Provider
and a Transport Operator, to ensure and enhance interoperability

Review version
Version 1.00
8 nov 2022

Introduction

Cities require Transport Operators (TOs) active in the public domain to comply with interoperability requirements. The intention of this model agreement is to make compliance efficient, manageable, and affordable for governments, TOs and MaaS Providers (MPs) by standardising the agreement between TOs and MPs.

The model agreement outlines general terms, while leaving room to accommodate for TO's and MP's bilateral agreements in the Annexes. This does not imply that having this agreement automatically means compliance with interoperability requirements.

As MP and TO together serve the customer for the Trip the customer takes, TO and MP need to make agreements on how to best provide these services and agree on responsibilities and processes that relate to the customer journey. This can and should be a contract between TO and MP. In addition, as both TO and MP will have many business relations with other TOs and MPs as well, it is not efficient if these contracts have deviant agreements or responsibilities. For this reason and in order to be able to provide the best possible customer MaaS-service, this standardised agreement between TO and MP has been created.

What is the Model Partner Agreement

The Model Partner Agreement is an agreement between a MaaS Provider (MP) and Transport Operator (TO), where the MP is and remains the primary contact for the customer. MP is therefore reseller of the services from the TO [as opposed to the MP-role of a (sales) agent to the services of the TO, where the TO is the main contact for the customer].

The reseller relation features/assumes:

- at least an IT Level 2 integration (integration of finding, booking and payment) as defined by KiM ([KiM | Brochure MaaS Engels](#))
- MP is to a larger extent liable towards TO than would be the case in an agency-agreement

How can you use the Model Partner Agreement

The intended use of the Model Partner Agreement is:

- Use the main part as-is, as far as possible
- Use the Annexes to suit your needs, with the given text as an example

Dutch law as guiding principle

The model agreement has been drafted with Dutch Law as the guiding principle. If it is the intention to use this under any other law, please have this reviewed by your legal department. Look specifically at articles 5.6, 14.6 and 14.7.

Model Partner Agreement

between [name MP Company] and [name TO Company]

Undersigned

I. [COMPANY1], a [private/public]-owned company established in [place] and with an office in [zip code] [place], on [street], registered in the Commercial Register of the Chamber of Commerce under number [fill out], legally represented by [name], [function], hereinafter referred to as "MP Company" or "MP";

And

II. [COMPANY2], a [private/public]-owned company established in [place] and with an office in [zip code] [place], on [street], registered in the Commercial Register of the Chamber of Commerce under number [fill out], legally represented by [name], [function], hereinafter referred to as "TO Company" or "TO",

Parties sub-I and II should also be referred to as "Parties" and individually as "Party";

TAKING INTO ACCOUNT THAT:

- A. MP Company provides Mobility Services, including making mobility accessible through [an electronic pass or app], as well as providing related services such as administering and processing transactions and making mobility options transparent. MP Company wishes to expand its service by allowing users to [describe service];
- B. As a Transport Operator, TO Company offers a service with which [describe service];
- C. In the relationship between the User and/or Client and TO Company, MP Company will act in the capacity of reseller of the Mobility Services provided by the Party;
- D. In relation to the above, the Parties wish to enter into a partnership, which they wish to establish with this Agreement.

HAVE AGREED AS FOLLOWS:

1. Definitions

1.1. In these terms and conditions, capitalised terms used herein, whether used in singular or plural, shall have the following meaning:

Agreement:	This cooperation agreement between MP Company and TO Company.
Annex:	An Appendix to the Agreement, which is an inseparable part of the Agreement.
Client:	The natural or legal person with whom MP Company has an agreement for its service regarding the MP Company app.
Content:	All (personal) data and information made available by MP Company, Client and/or Users, including but not limited to User transaction data.
Service:	The service that MP Company will provide to Users of the MP Company app, as described in Annex 1: Cooperation.
Dashboard:	The (web) application that allows a User to purchase various Mobility Services and adjust settings.

User:	A natural person who uses the Service under an agreement with MP Company.
IP rights:	All intellectual property rights and related rights, such as copyright, trademark rights, database rights, trade name rights and related rights, as well as related rights such as rights to know-how and other comparable rights (NL: 'eenlijnsprestaties').
MaaS Provider:	Provider of MaaS Services where the services of Transport Operators are bundled through a pass or app to plan, book, pay, or execute a Trip; or to obtain support. Also referred to as MP.
MaaS Platform Services:	All services bundled and offered via an automated system. (e.g. billing, declaration, downloading of transaction statements, identity management)
Mobility Services:	All services provided by the TO in relation to the transport of persons such as public transport, private transport, taxi, shared bikes, shared cars, ridesharing, parking, and other modes used to take a traveller from A to B
Transport Operator:	Operator of 1 or more specific Mobility Services, providing travellers a means of transportation to travel from A to B by offering places in eg. a vehicle or train, or by renting vehicles as a business. Also referred to as TO.
MP Company App:	An app made available to the User, potentially bearing the name and/or logo of the Client, the TO Company, or other mobility providers, with which the User can purchase various Mobility Services as agreed with the Client.
Trip:	A movement from A to B or a confirmed intent to move from A to B, using a service provided by a Transport Operator and/or a MaaS provider.
Sales Channel:	The task to sell the Service to Clients, including promotion and including the touchpoints to interact with Clients and/or Users, by any distribution channel chosen.
Applicable part of Terms:	The Applicable part of Terms refers to those Terms that remain applicable for the TO when selling the service via the MP, and will not contain Terms that relate to responsibilities handled by the MP under this Agreement

2. Cooperation

- 2.1. This Agreement sets out the cooperation between TO Company and MP Company.
- 2.2. The cooperation between TO Company and MP Company, and their respective rights and obligations in relation to the Service, are described in detail in **Annex 1: Cooperation**, including specifics relating to User groups, (marketing) communications and Application Programming Interface (API) integration
- 2.3. Without prejudice to the provisions of the Agreement, cooperation between the Parties is based on non-exclusivity. For the duration of the Agreement, the Parties are therefore entitled to participate in or be involved in a service in any way, directly or indirectly, similar to the Service as described in the Agreement.
- 2.4. MP Company will take care that regulations of the terms and conditions of TO Company with regards to the provision of the Mobility Services are part of the agreement between MP Company and the User/Client via the Sales Channel.
- 2.5. MP Company is (non-exclusive) responsible and liable for the proper functioning of the Sales Channel.

3. Duration and termination

- 3.1. This Agreement starts on [Date] and is entered into force for the duration of [duration]. The Agreement shall always be tacitly renewed for a period of [#months] months, unless one of the Parties indicates in

- writing not to wish to continue the Agreement, no later than [#months] before the end of the initial or subsequent period. Interim termination is expressly precluded.
- 3.2. In the event of an attributable failure by the other Party in the fulfilment of a material obligation under this Agreement, each of the Parties may dissolve the Agreement after the failing Party has been notified in writing and the shortcoming has not been remedied within [#days] working days .
- 3.3. Any of the Parties may terminate the Agreement in writing without default and without being liable to pay any compensation in respect of the termination with immediate effect if:
- a. a (provisional) suspension of payment is granted to the other Party;
 - b. the other Party is in bankruptcy proceedings; or
 - c. the other Party cannot fulfil its obligations under this Agreement as a result of a situation of force majeure that continues for more than 30 days (or of which it can reasonably be expected that this situation of force majeure will continue for more than 30 days), or
 - d. the other Party is liquidated or terminated other than for the purpose of company restructuring or consolidation; or
- 3.4. In the event of the termination of the Agreement, Parties shall agree in consultation how to handle already made commitments, e.g. to Clients.

4. Product or Service

- 4.1. TO will prepare and share with the MP the Applicable part of the Terms of Use of the Service under this Agreement. The Applicable part will only contain relevant Terms and will not contain Terms that relate to responsibilities handled by the MP under this Agreement.
- 4.2. MP Company will inform User that usage of TO Company's service implies accepting the TO Company's current Applicable part of the Terms of Use.
- 4.3. In so far feasible, Parties will provide each other with 30 days prior written notice before a change to their (Applicable part of the) Terms of Use or service description.
- 4.4. Each Parties' sites will adhere to consumer protection laws and contain the start date of new Terms of Use.
- 4.5. The definition of any available booking option is determined by the definition in the Terms of Uses/Terms and Conditions of the TO providing the service.
- 4.6. TO Company will provide MP Company access to their platform as set out in **Annex 3: Use of APIs and alternatives**.
- 4.7. Agreements regarding acceptance by TO Company of ID and driving privileges verified by MP Company are set out in **Annex 1: Cooperation**.
- 4.8. MP Company must be able to provide User a method of proving authorisation for the leg that is supported by TO Company. **Annex 3: Use of APIs and alternatives**.

5. Price and payment

- 5.1. MP Company bears responsibility for full payment to TO Company at the agreed rate between MP Company and TO Company for Trips taken by Users of MP Company's platform. The agreed fees and prices of the Services are laid down in **Annex 2: Rates**.
- 5.2. [MP Company/TO Company] will provide [TO Company/ MP Company] with a [Monthly/Daily/Weekly/Fortnightly] e-invoice for the Services provided.
- 5.3. [MP Company/TO Company] will provide [TO Company/ MP Company] with a [Monthly/Daily/Weekly/Fortnightly] electronic overview of all transactions, surcharges, transaction fees, fines, connection fees, subscription fees and associated discounts or commissions.
- 5.4. Unless otherwise indicated, all amounts listed are stated in Euros and exclude VAT.
- 5.5. Invoices should be paid within no more than [#days] days. In case of untimely payments, interest and (extra)judicial collection fees can be charged.

- 5.6. If the Parties dispute the accuracy of an invoice or a part of it, they shall enter into consultations in order to resolve the situation that has arisen. If the consultations do not lead to a resolution, at all times the Parties shall be entitled to submit the invoice to an accountant designated by the other Party, as referred to in Article 2:393(1) of the Dutch Civil Code (BW), for assessment of its accuracy. The other Party shall provide the accountant in question access to that Party's books and documents and provide the accountant with all the information and information they require. The audit is confidential and should not extend beyond the scope required for verification of the invoice. The auditor will release his report to both Parties as soon as possible. The costs of the audit are to be borne by the Party that appointed the accountant, unless the accountant's investigation shows that the invoice(s) are incorrect or incomplete, in which case these costs are to be borne by the other Party.
- 5.7. The Parties are entitled to suspend payment of an invoice (or part thereof) which is not agreed between them for the duration of the audit.
- 5.8. Exceeding a payment period by the Parties or non-payment by the Parties of an invoice because a Party disputes the accuracy of the invoice, does not give the other Party the right to suspend its obligations under the Agreement or to terminate the Agreement.
- 5.9. The Parties agree that in disputes over invoices under €1.000, - the administration of [MP Company/TO Company] is leading.

6. Payment by Clients and Users

- 6.1. The price that the Client or User must pay for the Service is determined by MP Company. TO has no influence over the end price that MP charges its Clients and cannot be held responsible for the rate charged to Client or User.
- 6.2. TO has a claim against MP and MP has to pay TO according to the rates agreed on between TO and MP (**Annex 2: Rates**).
- 6.3. Pre-existing arrangements between Client and TO Company are dealt with in accordance with the terms set out in **Annex 1: Cooperation**.

7. Liability

- 7.1. Either Party is liable for damage suffered by the other Party resulting from wrongful acts or omissions (including breaches of this Agreement) by the first Party, its employees, or those who the first Party has involved in the implementation of this Agreement.
- 7.2. TO is liable to MP to the extent it would be liable if Users were TO's direct customers. As such TO indemnifies MP against all claims from passengers and/or third parties, including, but not limited to, claims from passengers/persons or their surviving relatives, with regard to all damage, including but not limited to, business interruption and damage caused by delays arising from acts performed or omitted by TO or on behalf of TO under this agreement. In case MP settles these claims without previous consent of TO, MP may not claim indemnification.
- 7.3. MP is liable to TO for all non-adherence by the User to the Terms of Use of the TO. As such MP indemnifies TO from damages incurred by TO due to User's non-adherence to the Terms of Use of the TO; this includes fines for parking violations or damages to TO's vehicles.
- 7.4. The Parties will provide reasonable support to each other when collecting damages or costs from third parties; this includes the assignment of claims if necessary.
- 7.5. Both Parties undertake to be and remain sufficiently insured against the risk of legal liability that the provision of the services arranged in this agreement may entail. Parties will grant the other Party reasonable access to the policy if requested desired.

- 7.6. Both Parties undertake to comply with all relevant specific laws and regulations, as specified but not limited to those referred to in **Annex 11: Applicable specific law, insurance obligation and quality**, and indemnify the other Party with regard to fines and/or other (payment) obligations that may be imposed on the other Party in respect of failure by the breaching Party to comply fully and properly with obligations arising from any applicable law or regulation.
- 7.7. The Parties have a mutual obligation to minimise the misuse of the Services provided as much as possible as listed in, but not limited to the examples in **Annex 8: Examples of Misuse**. In the case of fraud, or a suspicion thereof, Parties will notify the other Party without delay via an email to <address1@xx.yy> or <address2@xx.yy>
- 7.8. The liability of Parties for indirect claims against the other Party is expressly excluded, regardless of the basis of the claim. This includes consequential damages, turnover damage, lost profits, missed savings, damage as a result of business stagnation and damage due to claims made by third parties.
- 7.9. The total liability of a Party to the other Party shall amount to no more than [capped amount] in respect to all injurious events under or in connection with this Agreement or any resulting agreement in any calendar year, irrespective of the basis of the claim.
- 7.10. All rights of action of a Party against the other Party will lapse as soon as a period of one (1) year has elapsed from the date on which the Party became aware or could reasonably have become aware of the existence of such rights of action and the TO Company has not brought the relevant claims before a court within the period of one (1) year.

8. Support

- 8.1. All requests from a Client/User regarding any aspect related to the Service will be handled primarily by MP Company and completed by MP Company. Agreements regarding service are set out in **Annex 6: SLA / SLT Agreements**.
- 8.2. MP Company may refer to the TO Company's customer service all complaints and questions from a User or Client regarding the Services provided by the TO Company.
- 8.3. To enable MP Company to be able to execute their first-line customer support at the required level, the TO Company will make available:
- Knowledge base per modality (User Frequently Asked Questions and the answers)
 - User manuals per modality
- 8.4. Service Level Agreements (SLA) between MP Company and TO Company are laid down in **Annex 6: SLA / SLT Agreements**.
- 8.5. TO Company and MP Company agree that the Knowledge Base will be updated mutually on a regular basis in order to be able to serve for purposes of training Parties' support staff.

9. Intellectual Property (IP) rights

- 9.1. Nothing in the Agreement or its Annexes is intended to transfer any IP rights between Partners, nor to provide a licence to any IP, except as expressly mentioned in this Paragraph 9.
- 9.2. In principle, Partner retains the IP rights relating to their services. By signing this Agreement, TO Company grants MP Company a free, worldwide, perpetual, and irrevocable licence to use the IP to the extent required by and solely for the purpose of the Agreement, including by other Clients and/or Users. MP Company may request a sub-licensable and transferable licence which can be granted by TO Company with prior written approval on a case by case basis.
- 9.3. Parties will use their best efforts to ensure that the service they provide does not infringe on the intellectual property rights of third parties provided the service is used for their intended usage. In this context, Parties exempt each other from all third-party claims based on intellectual property infringement.

10. Confidentiality

- 10.1. For the duration of the Agreement and after its termination, Parties are obliged to keep confidential any data on each other's undertakings that is disclosed under this Agreement, inasmuch as this data is of a confidential nature has been explicitly precluded from disclosure by the other Party. Parties will also impose such obligations on their employees and third parties engaged by them.
- 10.2. The Parties are bound not to provide information to third parties in any way, other than to its employees, advisers and financiers and/or to its affiliates and/or any person or body empowered or responsible for collecting any form of tax, on the financial, working methods, or otherwise confidential information of the Parties unless they are required to do so on the basis of a legal obligation which is incumbent upon them.
- 10.3. Both Parties will only provide press releases and other public communications relating to this Agreement, including by way of reference, to third parties with the prior consent of the other Party. Such consent will not be required if the provision of information is based on a legal obligation.
- 10.4. Notwithstanding the foregoing, Parties are entitled to make any communications or disclose confidential information:
 - If and to the extent that applicable regulations or a competent public body obliges them to do so, in which case the Parties will immediately notify each other before publication if this is feasible and legally permitted; or
 - If and to the extent that the information in question is already known to the public or becomes known to the public, other than by a breach by a Party of any obligation under this Agreement.

11. Trademark, Logo and Branding

- 11.1. Parties shall only use the other Parties' Trademark, Logo or Branding for the purpose of this Agreement and either by applying the Branding Guidelines of the other Party or with prior written approval in case of deviation.

12. Privacy and Information Security

- 12.1. Partners agree to share information related to Users subject to applicable Data Protection Law and privacy regulations as set out in **Annex 5: GDPR** and **Annex 7: Privacy**.
- 12.2. Parties are obliged to adhere to information security standards and policy such as ISO27001 or similar. Both Parties are required to provide adequate proof of such information security standards and policy, at the first request of the other Party, either by providing information on certification or via audit.

13. Equal Treatment

- 13.1. When suggesting Transport Operators to Users, MP Company is obliged to treat all Transport Operators and all modes of transportation equally. The order of display of the Transport Operators shall be determined on the basis of the User's chosen criteria, the criteria offered will be objective with a legitimate purpose, such as, but not limited to: price, distance to be travelled, environmental impact or travel time.

14. Final provisions

- 14.1. Parties are only permitted to transfer rights and obligations arising from this Agreement to third parties after obtaining prior written approval from the holder.
- 14.2. Whenever this Agreement refers to 'written approval' or 'written consent', the electronic form will be sufficient.

- 14.3. In cases not provided for in the Agreement, or if amendment of the Agreement is necessary, the Parties will enter into consultation to this end. Amendments and/or additions to the Agreement will only be valid insofar as they have been agreed in writing.
- 14.4. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction.
- 14.5. The obligations under this Agreement which are by their nature intended to survive termination, as documented under sections 9. Intellectual Property (IP) rights, 10. Confidentiality and 12. Privacy and Information Security, shall remain in force even after the termination of the Agreement.
- 14.6. The Agreement is drafted under Dutch law.
- 14.7. Disputes arising from or arising in connection with this Agreement shall be submitted to the competent court in Utrecht for resolution.
- 14.8. Nothing in this Agreement may be construed or interpreted as granting Parties any exclusive rights or privileges to the exclusion of any other third parties.

Annexes

The Annexes allow for flexibility by documenting bilateral agreements between TO Company and MP Company that are not covered in the main text of the Agreement.

As such, each Annex is tailor-made to the (bilateral) agreements between Transport Operator and MaaS Provider. The following is an overview of topics that potentially could be covered in each Annex, in order to keep it aligned with the way it is referenced in the main Agreement text. Not all topics will be relevant to each bilateral agreement, nor is it intended to be an exhaustive list of topics.

Additional to these topics, it could be useful to consult the examples text provided in this document. While these examples might not be directly usable, they could serve as a guide to drafting, as they give an idea of potential wording and contents of the Annexes.

Annex 1 Cooperation

Annex 2 Rates

Annex 3 Use of APIs and alternatives

Annex 4 Third Party Agreements

Annex 5 GDPR

Annex 6 SLA / SLT Agreements

Annex 7 Privacy

Annex 8 Examples of misuse

Annex 9 White labels

Annex 10 Deviations of the Openwheels Model Partner Agreement

Annex 11 Applicable specific law, insurance obligation and quality

Annex 1: Cooperation

This Annex refers to specific agreements between TO and MP regarding Cooperation. The following items can be used – they are an example:

MP Company acts, at least from a tax perspective, as a reseller/commissionaire of the TO Company's services (and therefore not as an agent). For all mobility service suppliers who do not supply goods (e.g. refuelling, electrical charging) the main condition is that MP Company can determine the pricing towards the end user.

In the set-up with the TO, MP Company always wants to get the transactions at 100%. Any kickbacks/commissions will be charged separately (on a monthly basis per credit note) and will never be processed in the transactions that MP Company receives from the TO Company.

General service description (mandatory)

Geographical area

The Netherlands, specifically Amsterdam (all areas where TO Company will become operational in the future). Outside The Netherlands Parties will consider collaboration.

Target

Consumer, FREELANCERS, Employees of companies, Companies

Resources

The cooperation will start with deep link functionality allowing users to find shared vehicles through the MP Company near me functionality. For further functionality the TO Company will be used. In case of full integration this contract describes the full details of cooperation.

The deep link API will at least provide:

- Location of the vehicle
- Battery status (if EV)
- Licence plate number (if applicable)
- Availability

In case of the deeplink scenario MP Company has no liability for the assets or misuse of the assets such as described in Annex 10. Neither has MP Company any liability for the payment of the service because this will be handled by TO Company.

Example implementation of Annex 1

1. Purpose

The purpose of this cooperation under this Agreement is to record under which requirements MP as MaaS provider is entitled, among other things, to:

1. Grant Users of the services of MP Company direct or indirect access to TO Company's Service(s);
2. Inform Users of the services of MP Company about availability, location and similar data regarding TO Company Service(s);
3. To handle the payment by the Users for the TO Company Service(s) purchased via the services of MP's company;
4. To manage support to Users the services of MP's Company when using TO Company Service(s)

2. Principles

In the Cooperation between MP Company and TO Company the following principles are applied:

1. Both Parties cooperate for Users on MaaS level 2 as a minimum, meaning that MP Company can support its Users with full functionality to use a TO Company's service;
2. TO Company will enable MP Company to offer and operate the TO Company service via the MaaS platform service of MP Company. The service of TO Company consists of rental of shared mobility to the public.
3. Both Parties cooperate without limits on the Service with respect to types of customers and/or service areas, apart from the TO Company's general conditions.
4. Both Parties are willing to cooperate on marketing when requested by the other Party and will discuss possibilities.
5. Prior to the start of the collaboration, Parties agree on a communication strategy containing the expressions to be used for communication and promotion.

3. Obligations

The Cooperation between MP Company and TO Company consists of the following obligations:

1. MP Company offers **Xxxx** as its MaaS Platform Services under its own name, both through the Google Play Store (Android) and the Apple App Store (iOS);
2. TO Company offers its service under its own name TO Company app both through Google Play Store (Android) and the Apple App Store (iOS);
3. MP company shall use visuals and terminology in line with TOs instructions when communicating the TO brand on MP's platform.
4. MP Company offers Users the option to pay the total price using (usual) payment methods to be determined by MP Company;
5. MP Company makes the applicability and content of general (transport / product) conditions known to the User via its services, also insofar as it concerns the general conditions used by the TO Company, with regard to the latter without TO Company being able to guarantee the applicability of these general terms and conditions of the TO Company in a specific case and without MP Company being held liable for the consequences of the possible non-applicability of these general terms and conditions in a

specific case. TO Company will provide timely warnings (at least 15 days) to MP Company on the update of general conditions.

6. MP Company is responsible for the proper functioning of its MaaS Platform Services, such as the **Xxxxx** App. This means, among other things, that MP Company provides for a control mechanism to be supplied by the TO Company (such as a token with a confirmation of correct booking and rates) available in **Xxxxx**.
7. TO Company is responsible for the proper functioning of its services and offers the same availability of its services via its own app as the App of MP Company for its MaaS services.
8. MP Company Terms and Conditions must be compatible with TO Company Terms and Conditions, and make a link to TOs Terms and Conditions for easy referral of the Users.

4. User authorization

A User seeking the use of the services of TO Company can only do so after authorization of an account. Validity and authorization of a User for using the services of TO Company in a Trip or leg is provided by a confirmed Booking ID via TOMP-API or similar API functionality. TO Company holds the right to reject booking requests for concern of protecting its fleet based on the User information provided in **Annex 3: Use of APIs and alternatives**.

5. Geographical coverage

Intended geographical coverage for this collaboration are listed below:

- Country of The Netherlands
- Country of **XXXXX**

Additional countries can be added based on mutual agreement between both Parties.

6. Contact persons

For the Cooperation in this Agreement, the Parties have designated the following contact persons:

- TO Company:
 - Implementation: **xxxx**
 - Commercial: **xxxx**
 - Invoicing **xxxx**
 - Finance **xxxx**

- MP Company:
 - Implementation: **xxxxx**
 - Commercial: **xxxx**
 - Invoicing **xxxx**
 - Finance **xxxx**

7. Invoicing and VAT

Invoicing between companies shall be settled using following practices:

1. MP Company shall send TO Company a self-billing invoice monthly covering all revenues excluding misplacement and lost vehicle fees, charged to the Users during the past month, including any MP Company fees and VAT .
2. MP Company shall also send TO Company a separate invoice monthly for its own MP Company kickback fees. This invoice shall include any VAT, if applicable.
3. TO Company shall send MP Company a quarterly invoice for all vehicle misplacements and for lost vehicles, including any applicable VAT.
4. Invoices will be paid regularly within 14 calendar days. Delays executing invoice payments without any reason are subject to €100 fine and 2% monthly interest.

Invoices will be sent by finance@xxxx.com to accounting@yyyyyy.com

Annex 2: Rates

This Annex refers to specific agreements between TO and MP regarding Rates. The following items can be used – they are an example:

Rates:

MP Company or the Resellers they have appointed can independently determine the price charged to the user. MP Company strives to keep the price in line with the market as long as a reasonable margin is available for MP Company

The recommended sales prices are periodically determined and communicated between the Parties. At the beginning of the agreement, these are:

The following charges from the MP to the TO apply

- ...

The following discount is agreed for resell from TO Services via MP:

- The TO Company gives MP Company a discount of n% from the start of the contract for the use of the platform compared to the recommended selling price of the Service. After 6 months the commission can be raised to max n,n% when the joined marketing-campaign leads toward a significant number of new users via the XXXX platform.

Minimum volumes and start-up phase

- not agreed

Example implementation of Annex 2

Pricing rentals towards users

- MP Company is free to determine the fee/pricing to the Users (including but not limited to service and transaction fees) as long as the TO Company receives the agreed rate for its services.
- It is the responsibility of MP Company to ensure that its fee/pricing policy does not conflict with any legal and / or contractual obligation towards third parties (including a User).
 - MP Company Pricing should not be lower than TO Company pricing for a given rental duration.
 - It is up to the MP Company to decide if they want to follow a per minute pricing scheme or the interval pricing scheme that the TO Company is using. Pricing of TO Company is provided by the TOMP-API.
 - Any instance where TOs service is priced with a different structure than available on TOs own platform, MP shall clear the intended pricing through written confirmation with the TO.
 - Any discounts for TO services offered through MP Company platform that deviate from standard pricing shall be cleared with TO through written confirmation.
 - TO Company can change the pricing at any time and will push the price change through the TOMP-API.
 - TO Company will inform MP company in a timely manner prior to a pricing change, especially in the case where the MP company uses a different pricing structure.
- If a User thinks he is entitled to “money back in case of delay / unavailability, etc.” or a comparable compensation scheme (statutory or otherwise) in force at the TO Company, MP Company will handle this, both organisationally and financially, as MP Company is aware of the pricing with Users. The User must contact the MP Company service centre directly for this.

Marketing

- Costs for marketing activities that either Party has made in the benefit of the other Party cannot be charged to the other Party.
- In specific cases, such as for marketing/event/promotional activities, Parties can establish specific pricing. Both are willing to cooperate in attracting new Users to each other’s service.

Revenue share

-

Operation

- TO Company informs MP Company customer service immediately in the event of additional costs (such as but not limited to traffic fines, deductibles and damages) caused by a Client/user and gives MP Company access to the necessary information for handling these extra costs.
- TO Company is entitled to charge extra fees in case the user does not obey the terms and conditions specified by the TO and communicated to the user via the MP. The terms must clearly specify the extra fees and the conditions under which they become applicable.
- MP Company is responsible for the correct execution of the payment by the User. MP Company thus operates in this respect at its own expense and risk.

Annex 3: Use of APIs and alternatives

This Annex refers to specific agreements between TO and MP regarding Use of APIs and alternatives. The following items can be used – they are an example:

Following the KIM maturity levels of IT integration, the integration between MP Company and the TO Company can evolve between 0 and 4 – where 1 is the lowest level and 4 is the desired level:

KIM maturity levels:

- Level 0 = no integration.
- Level 1 = integration of information.
- Level 2 = integration of finding, booking, and payment.
- Level 3 = integration of transport services into passes and bundles.
- Level 4 = integration of societal goals.

Parties strive to unlock the service with all the basic features in one app.

The link between the various platforms will initially not be realised with the TOMP-API demanded by the government, but using the own API to connect the platforms. Parties strive to work on a full TOMP-API integration in the future. Parties strive to always support the last 3 versions in a Production Environment:- the most recent- the most common- the previous Parties strive to have a Development, Test, Acceptance (DTA) environment available for the last 2 versions to keep it.

Each Party shall take care of the costs of its share of any adjustment, maintenance and keeping the clutch operational in production

Parties agree to be integrated per 00-00-2000 latest.

Example implementation of Annex 3

MP Company and TO Company work together to ensure a User needs one account to access all transport services via Xxxxxx (MaaS level 2). To that end, both Parties integrate using API's. The basis for these API's is the TOMP-API.

Both Parties cooperate in the following manner:

- MP Company integrates the services of a TO Company on the Xxxxxx App side through the TOMP-API. TO Company connects third parties, including MP Company, via the TOMP-API (minimum version 1.1) and offers at least access for planning, booking and travelling from the Xxxxxx App.
 - MP Company is responsible for the on-boarding of a User, requesting personal information such as name, address, contact details, payment information, drivers licence, etc. and will ensure a User can only use the service of TO Company if the requirements regarding a User are met (such as minimum age). TO Company will share its minimum User requirements with MP Company.
 - TO Company and MP Company will set up a support team to help implement the API's by providing direct access to knowledgeable staff, for example via Slack channels, and access to detailed and up-to-date documentation of the API's and flows/sequences.
 - MP Company ensures that the credentials and security measures required to log in to the TO Company API are treated confidentially.
 - In case a new version of the TOMP-API (or any other API or integration) is planned by the TO Company, MP Company is informed in a timely fashion (at least three (3) months prior to the release). A previous version will be supported by the TO Company for three (3) months to MP Company after the release of a new version.
 - The TO Company is responsible for the timely delivery and proper functioning of its API and any real-time control mechanism. The mobility provider will also make every effort to keep its availability as high as possible.
 - The TO Company ensures that maintenance activities and planned changes to the Services or in connection therewith are communicated to MP Company via tech@Xxxxxx.com as soon as possible, but no later than 1 (one) week before the start thereof.
 - The TO Company shall ensure that any malfunction or problems in the API or any other integration are resolved as soon as possible and will notify MP Company of the occurrence and status via tech@Xxxxxx.com within <timeframe>.
- There are no connection fees induced from either side.

A more detailed description of the endpoints and fields to be used can be mentioned here. Alternatively a link to a detailed description could be included.

Annex 4: Third party agreements

This Annex refers to specific agreements between TO and MP regarding Third party agreements. The following items can be used – they are an example:

MP Company will work with one or more specialised companies for the multimodal travel planner and TO Company accepts that these parties (whether or not via APIs) get access under an account with the associated credentials intended for MP Company or the underlying MaaS Provider (e.g Xxxxxx).

MP Company will work with one or more specialised companies for the service desk and TO Company accepts that these parties (whether or not via APIs) get access under an account with the corresponding credentials intended for MP Company or the underlying MaaS Provider (e.g. Xxxxxxx). In concrete terms, the service desk for 2nd/3rd line support can communicate directly with TO Company.

TO accepts the current MP Partners and must be informed about any future change. Approval will not be unreasonably withheld. However, any approval will not have any effect on data controllership or confidentiality obligations of the Parties and MP Partners.

Example implementation of Annex 4

MP Company can only delegate the performance of services to third parties with TO Company's prior written consent.

In case TO Company will outsource any obligations to a third party, e.g. for the API, billing, support, etc. it will inform MP Company in a timely manner (two (2) months prior), and make the necessary arrangements.

Annex 5: GDPR

This Annex refers to specific agreements between TO and MP regarding GDPR. The following items can be used – they are an example:

A Controller to Controller agreement will be part of this agreement and will be signed in a separate document.

TO Company's GDPR practices are established on this document:

<https://www.xxxx.com/gdpr/>

MP Company's GDPR practices are established on this document:

<https://www.xxxx.com/gdpr/>

MP Company must ensure compliance with GDPR while ensuring delivery of data on users agreed on **Annex 3: Use of APIs and alternatives** above.

Annex 6: SLA/SLT Agreement

This Annex refers to specific agreements between TO and MP regarding SLA/SLT Agreement. The following items can be used – they are an example:

Support levels (SLA)

The Parties themselves are responsible for reporting (planned and determined) technical issues or general management requests. The other Party is responsible, within the SLA agreed by the Parties, for a timely response and the resolution of requests and questions.

Application availability and monitoring / API

TO Company is responsible for monitoring the performance of the Application / API. The Application /API is available 7 days a week 24 hours a day, TO Company is entitled to perform scheduled maintenance. During the scheduled maintenance, the Application /API is not available. Scheduled maintenance will normally be scheduled on weekends or after 9 p.m. CET. Scheduled maintenance will be announced at least 3 days in advance. In case of an Application, it will also be announced in the login screen of the Application.

Contact between Parties

MP Company can be reached by email and phone.

1st line support:

Email address: XXXXXXX

Telephone: +nnnnnnnn

TO Company can be reached by email and telephone.

1st line support:

Email address : XXXXXXX

Telephone: +nnnnnnnnnn

User (Users) Management

Parties make agreements about the User Management with the Application / API. In principle, each person has their own account and one or more associated roles.

MP Company knows the following roles: API, Admin, Customer Manager, User

TO Company knows the following roles: API, Admin.

Example implementation of Annex 6

MP Company and TO company cooperate in providing the best support to a User, based upon the following agreements:

- In the collaboration between MP Company and TO Company, MP Company is the first point of contact for the User with regard to support & customer care (1st line) and responsible for the collection of fines, damages and other costs by the User. TO Company is responsible for the correct operation on its side.
- For the collaboration, TO Company provides MP Company with knowledge and insight into frequently asked questions (FAQ) and provides access to the TO Company's support & customer care (by telephone, mail and other possible media).
- For any fines, damages, costs and other information from support & customer care, the TO Company sends the necessary information to MP Company immediately. To this end (where possible) TO Company and MP Company exchange access details (via API or otherwise) to the support systems used, communicate digitally via email or by providing access to a web portal with notifications, in such a way that both Parties receive and have access to the information regarding the support case (including costs, fines, etc.) from a User.
- MP Company will ensure adequate handling of complaints by Users about the operation of the Xxxxxx App and about the TO Company services sold via the Xxxxxx App. If research shows that the request or complaint is related to the functioning of the service of the TO Company, MP Company will contact the TO Company in order to find a solution. The TO Company is obliged to provide all reasonable cooperation.
- TO Company and MP Company will contact each other in case of complaints by a User, and will ensure that a reasonable solution for the User will resolve the complaint.
- MP Company is at liberty to realise a reasonable solution if, in the opinion of MP Company, the TO Company is not adequately resolving the complaint.
- Support questions regarding MP Company are handled via support@Xxxxxx.com.
- Support questions regarding TO Company are handled via <tbd>

Questions & problems

- MP Company: Receiving questions, problems at support desk
- MP Company: Assess and where possible provide a response. If MP Company does not have a solution / answer, the TO Company will be contacted
- TO Company: Answering questions & problems or solving them. If this is done directly with the User, MP Company will always receive a copy of the communication / solution / agreement. In all other cases, the MP Company support desk will receive the response.
- MP Company: Feedback of received response from TO Company and closing of question / problem.

Complaints

- MP Company: Receiving a complaint and recording it
- MP Company: Assess complaint (validity), cause and solutions. If MP Company does not have a solution / answer, the TO Company will be contacted.
- TO Company: Receiving a complaint and assessing it. In consultation with MP Company, indicating solutions and recording the solution
- MP Company: Feedback of solution and capture for future situations.

Changes

- In some cases, a TO Company may have to make a change to a booking or otherwise based on its services. If, as a result, a User is no longer able to make an existing booking or reservation via MP Company, the TO Company will immediately contact the MP Company support desk. Possibly, costs for this change are at the expense of the TO Company

Fines (vehicles are owned / leased by to company)

- TO Company: Received from CJIB / Municipal Fines / other
- TO Company: Determine from which User these can be recovered
- TO Company: The fine is paid by the TO Company and then the fine is passed on to MP Company including information about the relevant User with a copy of the original fine.
- TO Company: Invoicing administrative costs to MP Company, including information about the relevant User
- MP Company: Forwarding of fine to User
- MP Company: Invoicing of administration costs to User
- *If fine not paid*
 - TO Company: Receiving a reminder
 - TO Company: Payment of reminder
 - TO Company: Invoicing of reminder + administration costs to MP Company including information about the relevant User
 - MP Company: Invoicing reminder + administration costs to User

Mutual damages

- TO Company: Registering damage / fraud based on damage report by external party
- TO Company: Determining demonstrable culpability in the event of intent or gross negligence on the part of the User
- TO Company: Determining the extent of damage
- TO Company: Invoicing of damage including substantiation by means of report etc. to MP Company (via invoicing process)
- MP Company: Invoicing damage to User

Other tariffs (according to the tariff list in Annex 2: Rates)

- TO Company: determine costs (including fines) and invoice these costs to MP Company, including information about the relevant User
- MP Company: invoice costs to the User

Exceptions

- If the User reports to MP Company's customer service or directly to the TO Company that one of the following obligations was not possible due to circumstances, no costs will be charged if there is a plausible reason:
 - Leave fine light on
 - Late return fine

SLA

- MP Company expects an answer on any support question, problem, complaint or otherwise:

- 80% within 24h (1 day);
- 15% within 48h (2 days);
- 5% within 120h (5 days).
- TO Company will have an availability of their support & customer care of at least 99,5%.
- TO Company will have a 24*7 access for MP Company to the support & customer care of TO Company by phone, email and otherwise.

Service Level Targets (SLT)

	Save	Bronze		Silver		Gold	
Prio	Description	Response time	Resolve time	Response time	Resolve time	Response time	Resolve time
	Helpdesk availability Monday to Friday CET	8 a.m. to 6 p.m.		8 a.m. to 6 p.m.		6 a.m. to 10 p.m.	
	Helpdesk availability weekend and public holidays CET	Na		8 a.m. to 6 p.m.		6 a.m. to 10 p.m.	
0	Calamities The User is experiencing severe discomfort due to the failure to work the service. Provide a 24/7 emergency number	Asap	1 hour	Asap	1 hour	Asap	1 hour
1	Application / API is not operational for multiple users and/or some business-critical features do not work	8 hours	1 day	4 hours	8 hours	2 hours	4 hours
2	Application / API works very slowly for multiple users and/or some features do not work	Asap	4 days	8 hours	1 day	4 hours	8 hours
3	1 or more non-critical functions do not work	Asap	1 week	24 hours	2 days	8 a.m.	1 day
4	General support Request	Asap	In consultation	Asap	In consultation	8 a.m.	In consultation
	GDPR request	Asap	In consultation	8 a.m.	In consultation	8 a.m.	72 hours

	Special reporting request	Asap	In consultation	8 a.m.	In consultation	8 hours	1 week
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Monthly MP Company to the TO Company will provide reports regarding complaints, response times by medium, technical links, availability, opening hours and Recovery times.

Parties agree to work together according to the Bronze Service Level Targets.

Annex 7: Privacy

This Annex refers to specific agreements between TO and MP regarding Privacy. The following items can be used – they are an example:

Example implementation of Annex 7:

- 1.1. Under the execution of the Agreement, Parties may process personal data as defined by the General Data Protection Regulation (GDPR). With regards to the personal data of Clients/Users processed, collected and used by TO Company under the terms of this Agreement, TO Company guarantees that it will fully comply with all applicable legal obligations, including, but not limited to its obligations under the GDPR, concerning personal data.
- 1.2. TO Company fully exempts MP Company from all claims made by third parties, which result in any way from and/or are related to the processing of personal data by TO Company and/or which result from the violation of the abovementioned guarantees by TO Company.
- 1.3. The Parties agree that if and to the extent that TO Company independently processes personal data in the delivery of its own service, TO Company is considered responsible in the meaning of the GDPR. In that case, the Parties will conclude a controller to controller agreement in accordance with Article 28 AVG (see **Annex 5: GDPR**).
- 1.4. TO Company is permitted to use the data as is usual in TO Company's Platform, for instance:
 - Analysing aggregated Trip/user behaviour (for instance number of Trips per period, cost/income per Trip, acceptance percentages) for the purpose of improving the service.
 - Tracking Users/vehicles in real-time with the purpose of being able to offer support if needed.
 - Reviewing individual Trips in detail (for instance time of request / Trip, duration of Trip, costs, user, driver, starting point and endpoint of Trip), in order that TO Company can analyse user issues.
 - Reviewing individual users in detail (for instance username, contact details, Trip history), in order to be able to directly contact the User if MP Company so requests.
- 1.5. TO Company will not use Users' personal data in any way other than necessary for the performance of the contract (the Agreement) and its own services or to secure its own legal claims against MP Company or Users. TO Company is not permitted to sell personal data obtained under the Agreement nor to provide it to third parties, nor to use it for marketing purposes.

Annex 8: Examples of Misuse

This Annex refers to specific agreements between TO and MP regarding Examples of Misuse. The following items can be used – they are an example:

Use cases MaaS Provider for responsibility / liability / credit risk

Situation	MaaS Provider	Transport Operator
User does not pay for the ride or cancels/reverses a payment (stornering).	MaaS Provider pays Transport Operator and has to collect the money from the user.	Transport Operator sends invoice of usage to MaaS Provider.
User causes damage while driving, reports this and fills out a claim form.	MaaS Provider pays the deductible to Transport Operator and charges the user.	Transport Operator charges the amount of the deductible to MaaS Provider. Remaining damage amount is paid for by the insurance.
User causes damage while driving, does not report it and does not fill out a claim form. As a result, the insurance may not pay out.	Depending on whether the insurance pays out, MaaS Provider charges the deductible or the total repair costs to the user.	Transport Operator finds out who caused the damage and if 100% sure that this is by a MaaS Provider user then the deductible or full damage costs will be passed on to MaaS Provider. If the insurance does not pay out, the total cost of the repair will be passed on to MaaS Provider. If however the person responsible cannot be traced or if the damage is the result of vandalism, the Transport Operator bears the cost.
User gets a traffic fine.	MaaS Provider charges the traffic fine to the user + any administration costs.	Transport Operator passes the traffic fine to MaaS Provider.
User leaves the vehicle with a dirty interior, smokes in the vehicle, ends up with an empty battery or does something else that is fined according to the conditions of use of the Transport Operator. Such as Fraud/Attempted Fraud (e.g. charge card/fuel card copied).	MaaS Provider charges the cleaning costs and/or fine to the user.	Transport Operator finds out who caused the damage and if 100% sure that this is by a MaaS Provider user then the deductible or full damage casts will be passed on to MaaS Provider. If the person responsible cannot be traced or if the damage is the result of vandalism, the Transport Operator bears the cost.

User commits a 'criminal offence' according to the CJIB and must be interrogated (e.g. speeding of more than 30 km/h in city centre).	MaaS Provider must provide the user's driver's licence number or other ID to Transport Operator for the proper handling of the CJIB request.	CJIB sends Transport Operator a letter with the offence, requesting that the driver of the vehicle provides details. Transport Operator provides the user's contact details to the CJIB.
User is travelling with a Transport Operator asset when it becomes clear that he/she has a large outstanding payment or has otherwise violated the terms of use (e.g. vehicle has been in possession for too long).	MaaS Provider has Transport Operator block the vehicle for the duration of the rental period. MaaS Provider and Transport Operator agree who should contact the user and coordinate any further actions. Possibly the vehicle will remain blocked and is recovered/repatriated by Transport Operator.	Transport Operator blocks the vehicle for the duration of the rental period MaaS Provider and Transport Operator agree who should contact the user and coordinate any further actions. Possibly the vehicle will remain blocked and is recovered/repatriated by Transport Operator.
User is stopped and registers the fine directly in his name.	This is outside the area of responsibility of MaaS Provider and Transport Operator. No intervention.	This is outside the area of responsibility of MaaS Provider and Transport Operator. No intervention.
Vehicle impounded for traffic violation or, for example, wrong parking?	Transport Operator recovers all costs involved in recovery/repatriation from MaaS Provider. MaaS Provider pays Transport Operator and has to collect the money from the user.	Transport Operator sends invoice for costs to MaaS Provider.
Recovery from abroad/outside the accepted use area?	Transport Operator recovers all costs involved in recovery/repatriation from MaaS Provider. MaaS Provider pays Transport Operator and has to collect the money from the user.	Transport Operator sends invoice for costs to MaaS Provider.
Non-working charging/fuel card ... lock/key, which has required the user to incur additional costs.	User must call the helpdesk (MaaS Provider or Transport Operator) to get permission to incur additional costs. Costs incurred without permission will not be reimbursed. MaaS Provider pays User and has to collect the money from the Transport Operator.	Transport Operator receives invoice for costs from MaaS Provider.
Accident/damage due to defective means of transport (user incurs damage).	User claims from MaaS Provider and MaaS Provider pays the user.	MaaS Provider claims the amount from Transport Operator (maximum of 1.600.000 euro, check with Annex 11: Applicable specific law, insurance obligation and quality)

All other cases.	In consultation between MaaS Provider and Transport Operator based on the above principles.	In consultation between MaaS Provider and Transport Operator based on the above principles
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Annex 9: White labels

This Annex refers to specific agreements between TO and MP regarding White labels. The following items can be used – they are an example:

Annex 10: Deviations of the Openwheels Model Partner Agreement

This Annex refers to specific agreements between TO and MP regarding Deviations of the Openwheels Model Partner Agreement. The following items can be used – they are an example:

The following changes have been applied compared with the Openwheels Model Partner Agreement v1.0

[Example content:]

- **Annex 5: GDPR** Controller to Controller agreement will be sent separately
- **Annex 6: SLA/SLT Agreements** 2nd line support deleted
- **Annex 9: White labels** added (Not applicable)

Annex 11: Applicable specific law and insurance obligation

This Annex refers to specific agreements between TO and MP regarding Applicable specific law and insurance obligation. The following items can be used – they are an example:

Applicable law

TO will comply with:

1. Dutch Passenger Transportation Act 2000 (Wet Personenvervoer 2000)
2. Dutch Passenger Transportation Decree 2000 (Besluit Personenvervoer 2000)
3. Dutch Working Hours Act (Arbeidstijdenwet) en
4. Dutch Transportation sector Working Hours Decree (Arbeidstijdenbesluit vervoer)
5. The number of people using the mode of transport remains in all cases within the (legal) standards that apply to the mode of transport used;

Insurance

TO has taken out the following insurance:

1. Statutory Liability Insurance for Motor Vehicles (Wettelijke Aansprakelijkheidsverzekering Motorvoertuigen, also WAM), with a payment per occurrence as is customary in the transport sector, without a maximum per year;
2. An Accident Insurance for Occupants (Ongevallen Inzittenden Verzekering) has been taken out, which in the event of death and/or injury provides the payment per occurrence as is customary in the transport sector, with no maximum per year, in addition to the cover under the WAM;
3. A business liability insurance for damage resulting from indirect business operations, for which the WAM and the Ongevallen Inzittenden Verzekering do not provide cover. This policy should have a coverage which is customary in the sector, per occurrence, with no maximum per year.
4. Passenger Damage Insurance, the insured amount for the vehicles to be used must be at least € 1,000,000 per event.

If required, TO shall allow MP to inspect the policy or policies.

Quality

TO complies with the following quality marks:

1. Vehicles are equipped in accordance with the applicable regulation, amongst others, a well maintained first aid kit, a well maintained and approved fire extinguisher, well maintained and approved wheelchair restraint systems and well maintained systems for securing other types of mobility equipment, in accordance with that described in the VVR Code.
2. Being in possession of valid certification and a first aid diploma or a certificate of life-saving abilities;
3. TO undertakes, at the time that he performs the transportation of persons for MP, to have obtained the [TX-Keur] quality certificate and to comply with all the provisions of the regulations.
4. TO undertakes to immediately inform MP of the loss of the award of the 'TX-Keur' inspection report, or of the suspicion that it will lose the quality certificate in the (near) future.
5. MP desires TO to ensure that the average age of the fleet of vehicles is not older than five (5) years, whereby individual vehicles may not be older than 8 years.
6. In the context of environmentally aware entrepreneurship by MP, based on its ISO 14001 certification, MP requests TO to make an effort to take into account the currently applicable environmental requirements and standards when purchasing vehicles. At all times vehicles must comply with the standards and conditions set by MP's customer.
7. MP desires TO to comply with current environmental legislation and regulations when operating its own maintenance garage, fuel pump, car wash and disposal of chemical waste, in particular chemical waste. This includes environmental themes such as soil protection, waste, water, air pollution, noise, energy, and the consumption of raw materials.

8. MP desires TO to inform its employees at least twice a year about the requirements imposed by MP on TO.

At MP's first request, the TO must always submit at least the following evidence:

1. Declaration of the Tax Authorities (Verklaring betalingsgedrag nakoming fiscale verplichtingen), not older than six (6) months;
2. Evidence of compliance with insurance requirements;
3. Valid licence under the Wet Personenvervoer 2000 [Dutch Passenger Transport Act 2000];
4. Valid quality approval mark/certificate [TX-Keur]
5. Statement from SFT or equivalent in the country of establishment, no older than two (2) years;
6. The up-to-date and valid statement of SFT must show that SFT considers the TO's compliance with the Collective Labour Agreement to be sufficient.
7. If applicable: a Risk Inventory and Evaluation (RI&E) as required by the Arbeidsomstandigheden wet [Dutch Working Conditions Act], insofar as it concerns working conditions over which the TO has control;

Any application fees for these documents shall be borne by the TO.