Collective insurance agreement

(Third Party Liability Insurance)

Dated 1 July 2025

Parties:

TIER Mobility Suisse GmbH
TIER Mobility Suisse GmbH
Brandstrasse 24
8952 Schlieren
Switzerland

(hereinafter referred to as Dott/Tier and/or Policyholder)

and

AWP P&C S.A., Saint-Ouen (Paris), Wallisellen branch (Switzerland)
Richtiplatz 1, 8304 Wallisellen
(hereinafter referred to as AWP and/or Insurer)

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PARTIES TO THIS AGREEMENT

This Collective Insurance Agreement is between:

(1) **TIER Mobility Suisse GmbH**, a company incorporated under the laws of Switzerland, having its principal place of business in Brandstrasse 24, 8952 Schlieren, , Switzerland, ,hereby acting on its own behalf as "Policyholder"; and

(2) **AWP P&C S.A., Saint-Ouen (Paris), Wallisellen branch (Switzerland)**, the Swiss branch of a French insurance company, registered with the Chamber of Commerce under number CH-020.9.003.199-0, having its offices at Richtiplatz 1, 8304 Wallisellen, as the "Insurer"

The Policyholder and the Insurer are named collectively as "**Parties**" (each a "**Party**").

PREAMBLE

(A) The Insurer is an insurance company authorized to underwrite insurances in the country of Switzerland.

(B) The Policyholder wishes to provide to its Customers insurance cover in the event of a road accident where one of their users caused damages to a third party while renting a Dott/Tier unit in Switzerland

(C) Therefore, the Parties wish to enter into this collective insurance agreement whereby the Policyholder's Customers can benefit from the Insurance Product in accordance with the Insurance Terms and Conditions.

(D) Parties have agreed on the conditions of such cooperation as stipulated in this collective insurance agreement.

On the basis of the above and with effect from the date of mutual signature , the Parties agree as follows:

1. Definitions and Interpretation

1.1. In this Agreement, unless the context or any other document otherwise requires, the following definitions shall apply:

a. **Affiliated Company(ies)** means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest, or the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities, by contract or otherwise.

b. **Agreement** means this collective insurance agreement, its Schedules, its Appendices and Endorsements;

c. **Allianz Group** means a world-wide group of companies, whose capital is held with majority in terms of capital or in terms of voting rights by Allianz SE. Allianz Partners is a sub-group within Allianz Group;

d. **Allianz Partners** means a world-wide group of companies, whose capital is held with majority in terms of capital or in terms of voting rights by Allianz Partners S.A.S. AWP P&C S.A., Saint-Ouen (Paris), Wallisellen branch (Switzerland) is one of said companies;

e. **Allianz Partners S.A.S.** means "Société par Actions Simplifiée" with a share capital of 100.817.514 Euros, with registered office at 7 rue Dora Maar 93400 Saint Ouen - France, registered at the Tribunal of Commerce of Bobigny under the number 301763116;

f. **Beneficiary** means

A. each individual Customer, who (i) rents a Dott/Tier Unit for personal transportation purposes in a Territory pursuant to the relevant local Rental Agreement and (ii) is of the minimum age required by local laws or regulations to ride the Dott/Tier Unit in Switzerland, but is at least 18 years old;

B. any other Permitted User;

g. **Change of Control** means in respect of a Party, the obtaining of Control by a person that did not previously have Control of (i) that Party or (ii) any person that (whether directly or by means of holding Control over one or more other persons) has control of that Party, other than a change of control where the person obtaining Control has been part an Affiliate of the relevant Party immediately prior to the Change of Control;

h. **Claims Data** means data per claim that the Insurer will report to the Policyholders according to Article 9 of this Agreement.

i. **Commencement Date** shall have the meaning as set out in Clause 12 of this Agreement;

j. **Complaint** means an expression of dissatisfaction, whether oral or written and whether justified or not, by or on behalf of a complainant which arises in connection with the services or any insurance or the performance of (or the alleged failure to perform) any obligations owed to a complainant and which involves an allegation that the complainant has suffered (or may suffer) financial loss, material distress or material inconvenience;

k. **Confidential Information** means all information (regardless of its format or medium of storage or communication) provided by a Party to any other Party in accordance with or for the purposes of this Agreement, including but not limited to the contents of this Agreement and any information that, in consequence of the negotiations relating to this Agreement or of a Party being involved in the performance of this Agreement, any Party may have acquired. This also includes information with respect to businesses, customers, assets, products, affairs or trade secrets (e.g. applications and matrices used by a Party) of the Parties and any of their Group companies;

l. **Control** means (i) the ownership of more than fifty per cent (50%) of the shares or voting rights in, or, (ii) power to direct or cause the direction of the management and policies of, another entity or person, whether through the ownership of voting shares regardless of the percentage of ownership including in case of ownership of less than fifty percent (50%), by contract or otherwise, and controls and controlled shall be interpreted accordingly;

m. **Customer(s)** means any natural person, who is registered to the Dott/Tier Application;

n. **Earned Premium** means the Earned Premium or the Total Earned Premium **plus IPT**;

o. **General Liability Insurance Rate** means CHF 0.00115 per Minute (net of IPT) or as otherwise amended in accordance with Clause 6 of this Agreement;

p. **Insurance Documents** means the relevant Insurance Terms and Conditions and the relevant other documents listed in Schedule 2 for Switzerland;

q. **Insurance Premium** means the price for the Insurance Product - including insurance premium tax if applicable - under this Agreement payable by the relevant Policyholder;

r. **Insurance Product** means the third party liability insurance product as described in detail in Schedule 1 which will be embedded in the rental of a Dott/Tier Unit by a Customer through the Dott/Tier Application. The Insurance Product is set up in accordance with the local legislation of the country of hire and is subject to the limits set out in the relevant Insurance Terms and Conditions applicable in Switzerland;

s. **Insurance Terms and Conditions** means the terms and conditions setting out the rights and obligations of the Beneficiary under this Agreement, as included in Schedule 2 to this Agreement. These terms and conditions are subject to amendment (as agreed in writing between TIER Mobility Suisse GmbH and the Insurer pursuant to Clause 8 below) and shall be made available to the Beneficiaries in accordance with clause 4.6 below. The terms and conditions are provided in English (Schedule 1) and the local language subject to local law adjustments; in the event of inconsistency between the English version and the local language version, the local language version will prevail;

t. **Insurance Period** shall have the same Term as described in Clause 12.1;

u. **IPT** means Insurance Premium Tax and/or the equivalent stamp duty or other tax, parafiscal taxes or levies payable to local government authorities on the sales of Insurance Product;

v. **Dott/Tier Electric Bicycle (eBike)** shall have the meaning ascribed to this term in the Insurance Terms and Conditions;

w. **Dott/Tier Electric Scooter (eScooter)** shall have the meaning ascribed to this term in the Insurance Terms and Conditions;

x. **Dott/Tier Application** means the mobile phone application used by a Customer in order to use a Dott/Tier Unit in Switzerland. It also refers to any third party application through which a Dott/Tier Unit can be booked under the authorization of Dott/Tier;

y. **Dott/Tier Unit** means the Dott/Tier Electric Bicycles and/or the Dott/Tier Electric Scooters, that are operated by the Policyholder;

z. **Provider** means a contractor or a company of Allianz Partners, which may be appointed by the Insurer as its subcontractor, for the handling of claims or complaints in accordance with the Insurance Product. The coordinates of a Provider are defined in the Insurance Terms and Conditions;

aa. **Earned Premium** means the Trip Data multiplied by the General Liability Insurance Rate, plus applicable IPT;

bb. **Trip Data** means the actual number of minutes in Switzerland taken in a certain half year;

cc. **Permitted User** shall have the meaning ascribed to such term in the Insurance Terms and Conditions;

dd. **Premium** means the amount of money to be paid for a policy determined from time to time in accordance with Clause 6 and 7 to this Agreement;

ee. **Rental Agreement** means a contract for hire of a Dott/Tier Unit entered into by a Beneficiary and the Policyholder;

ff. **Term** shall have the meaning as described thereto in Clause 12 of this Agreement;

gg. **Territory** shall have the same Term as described in Schedule 1**;**

hh. **Total Earned Premium** means the Total Trip Data during the Insurance Period multiplied by the General Liability Insurance Rate, plus applicable IPT;

ii. **Total Trip Data** means the actual number of minutes of each Dott/Tier Unit taken in a certain Insurance Period. For the avoidance of doubt, the calculation of the Total Trip Data includes the data of both the Dott/Tier Units;

1.2. Interpretation

a. Reference to any act, statute or statutory provision shall include a reference to that act, statute or statutory provision as amended, re-enacted or replaced from time to time whether before or after the inception date of this Agreement and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from the statutory provision as well as any Swiss legislative instrument.

b. Headings are inserted solely for convenience and shall have no meaning.

c. Words importing the singular shall include the plural and vice versa.

2. Schedules

2.1. The following Schedules form an integral part of this Agreement:

- Schedule 1: Insurance product including master Insurance Terms and Conditions
- Schedule 2: Documents/information to be provided to Beneficiary
- Schedule 3: Claims Handling/Reporting
- Schedule 4: Data Protection

3. Insurance Coverage

3.1. This Agreement provides coverage to the Beneficiaries of the Insurance Product in accordance with and subject to the applicable Insurance Terms and Conditions. The Beneficiary enjoys coverage if the Beneficiary rents a Dott/Tier Unit via the Dott/Tier Application from the Policyholder.

3.2. The scope of the insurance coverage provided by the Insurer to a Beneficiary as well as the other rights and obligations of a Beneficiary are set out in the applicable Insurance Terms and Conditions subject to any specific local laws in Switzerland the relevant where the Dott/Tier Unit has been hired.

3.3. The total payout under this Policy is limited to a maximum amount per Insurance Period (see Insurance Terms and Conditions). The Parties are aware that the Local Policyholder needs to comply with requirements defined by cities in order to win/maintain operating licenses. The Parties therefore agree the following: For operating licenses already granted from a city to the Local Policyholder: If a city provided such operating license only under the conditions that the total payout under this policy is not limited to a maximum amount per Insurance Period or higher as stipulated between the Parties, the Insurer will remove or adjust such maximum amount per Insurance Period in the respective city. For operating licenses that the Local Policyholder will apply for in future: If a city requires the total payout under this Policy not to be limited to a maximum amount per Insurance Period, the Parties will cooperate to find a solution, e.g. by adjusting or removing the maximum amount per Insurance Period in the respective city.

4. Policyholder Obligations

4.1. The Policyholder undertakes to ensure that any Customer holding an account in the Dott/Tier Application has agreed to the terms of the relevant local Rental Agreement. Besides that each Policyholder ensures that any Customer is being informed about the Insurance Product, the Insurance Documents applicable in Switzerland and the following terms listed in Clause 4.2 below.

4.2. The Policyholder will, during the entire term of this Agreement, ensure the following conditions are substantively communicated to its Customers via the Dott/Tier Application and/or substantially reflected in connection with the terms and conditions of the local Rental Agreement to be entered into by the Policyholder and its Customers:

(i) The use of the vehicles is for the private use of the Customer for personal purposes only. Commercial use e.g. as a courier vehicle or as paid passenger transport, etc. is not permitted.

(ii) The minimum age of the Customer as required under the Rental Agreement is the legal age of majority required by Swiss laws or regulations. The Policyholders ensure that the minimum age requirement is communicated to Customers through the Tier Application.

(iii) The Customer is not permitted to carry passengers on a Dott/Tier Unit.

(iv) The Customer must follow the rules of use of a Dott/Tier Unit defined by local traffic laws or regulation in Switzerland.

(v) The Customer shall be informed that: (A) the Customer is benefitting from the insurance coverage automatically while renting a Dott/Tier Unit in accordance with and subject to the Insurance Documents, (B) no extra amount is charged to the Customer for such insurance coverage, (C) the Insurance Documents are available within the Dott/Tier Application via a link to the Dott/Tier insurance page on the Dott/Tier Website.

(vi) The Policyholder undertakes to implement the insurance related information referred to in this Clause 4.2(i) – (v) into its local Dott/Tier Application as soon as practicable but in any case no later than four (4) weeks, respectively, upon the Policyholder's receipt of the Insurance Documents.

In addition to subparagraph (vi), the Policyholder undertakes that within three (3) weeks of the launch of the Insurance Products, information on the Insurance Product (as agreed with the Insurer) and comprehensive and transparent insurance information are available in the help center within the Dott/Tier Application and within the insurance section of the Dott/Tier Website.

4.3. The obligations set out in Clause 4.2 are of general application and are subject to amendment, by mutual agreement not unreasonable withheld of the Parties, in accordance with local legal requirements in Switzerland.

4.4. The Policyholder hereby undertakes:

(i) to ensure that the maximum speed of a Dott/Tier Unit complies with the Swiss regulation; and

(ii) to use reasonable efforts to ensure the proper technical and functional condition of the Dott/Tier Unit (e.g. brakes working) in Switzerland.

4.5. The Policyholder undertakes to obtain all necessary permits and authorizations for each location in advance of launching the relevant Dott/Tier Units in Switzerland and agrees to supply copies of the permits and/or authorizations to the Insurer within 30 days of a request (via email or other form in writing).

4.6. The documents and other relevant information approved by Insurer as listed in Schedule 2 shall be made available to the Beneficiary by the Policyholder in a durable medium where required by local legislation.

4.7. The Policyholders hereby undertakes that it will not charge its Beneficiaries for the insurance cover provided to them under the Insurance Product during the term of this Agreement.

5. Reporting, Premium and Payment

5.1. The Policyholder hereby commits to pay the Premium for each Policy in relation to the usage of Dott/Tier Units to the Insurer, together with any Local Insurance Premium Tax applicable, in accordance with the provisions of this Clause 6.

5.2. The Policyholder shall pay the Premium on a quarterly basis to the Insurer on or within ninety (90) days of receipt of the Insurer's invoice requesting same.

5.3. The Policyholder shall provide to the Insurer:

5.4. the Monthly Trip Data on or within fifteen (15) days after the end of each month; and

5.5. the Total Trip Data on or within fifteen (15) days after the Termination Date of each Policy.

5.6. The Insurer shall calculate the Earned Premium upon receipt of the quarterly Trip Data or Total Trip Data, as applicable, and in respect of each quarterly Period shall invoice the Policyholder for the Earned Premium.

5.7. The Policyholder shall pay the relevant Earned Premium to the Insurer as soon as reasonably practicable and in any event within thirty (30) days of receipt of any invoice referred to in Clause 6.1 above.

5.8. If the Insurance Premium has not been paid within one month following the sending of the invoice the Insurer will send after a period of 45 days after the expired period a formal notice by registered letter to the last known address of Dott/Tier. Default of payment will not only entitle Insurer to ask payment of interest at the rate of 3% above the LIBOR 3 month rate, but it will also give Insurer the right to terminate the coverage under a Policy in relation to the Policyholder.

5.9. **"Insurance Premium"** within the meaning of this Clause 6 shall mean the Premium (including the Insurance Premium Tax applicable in Switzerland).

5.10. Dott/Tier commits to provide Insurer on a monthly basis the list of rental minutes of Dott/Tier Units. Additionally.

5.11. The General Liability Insurance Rate is composed of a part for the claims payments and a part for the Insurer's costs. The amount of claims payments to be made by the Insurer depends in the Motor insurance (which is taken as a proxy for this General Liability cover) to approximately 50% on the labor costs of the respective country. The costs of the Insurer depend to a predominant part on the labor costs, thus the premium height depends to at least 50% on the current labor costs.

The Federal Statistical Office publishes a quarterly Consumer Price Index (CPI) for Switzerland.. Both Parties therefore agree that the Insurer will check at 1 January 2026 whether consumer prices in Switzerland have changed by more than 15% compared to the consumer prices at 1 July 2025. In the case of a greater than 15% increase in the consumer prices in Switzerland, the Insurer will adjust the General Liability Insurance Rate up or down by half of the total change. The maximum change is capped at 15%. The adjustment will be effective for the full second 6 months of the Term, i.e. starting at 1st of January 2026.

The Insurer shall inform the Group Policyholder of the adjustment,iIn the event of an increase of the Insurance Rate, the Group Policyholder has an extraordinary termination right of the Agreement with four weeks notice from the receipt of the notification of the increase of the Insurance Rate.

6. Premium Adjustment

6.1. Not applicable

7. The Insurance Terms and Conditions and amendments

7.1. The Policyholder commits to provide the Beneficiaries with all relevant information locally required with regard to the Insurance Product according to Clause 4.5 as well as all the formalities to be completed in case of a claim under the Insurance Product. The Policyholder must provide the Beneficiary with information on the Insurance Product that is correct, up to date, clear and not misleading.

The Policyholder commits to provide the Insurer with reasonable notice of changes to its product or the information it provides to Beneficiaries that, to the Policyholder's knowledge, will lead to an increase of the insurance risk of the Insurance Product in Switzerland. Such changes need to be submitted to the Insurer for approval.

7.2. The Insurer shall be entitled to amend the Insurance Product in relation to Switzerland

7.3. with immediate effect if the Insurer is obliged to if this explicitly follows from (changes to) applicable laws and regulations. The Policyholder shall use reasonable endeavours to take all steps necessary to implement such changes within the required timeframe. If in such case continuation of this Agreement can in all reasonableness not be expected from the Policyholder, each of them shall have the right to terminate this Agreement as per the date on which the proposed changes would have entered into effect.

7.4. In any event, changes to the Insurance Product and/or the Insurance Premium shall only apply to any rentals of a Dott/Tier Unit started after such change becoming effective. The rights and obligations of Beneficiaries that started the rental before the time of such change shall not be affected with exemption of the changes obligated by law and regulations.

8. Qarterly Claims Data Reporting and Quarterly Review

8.1. The Insurer shall provide the Claims Data to Dott/Tier in respect of the previous quarter on or before the 15th day of each quarter in accordance with applicable data privacy law and regulation.

9. Claims Handling

9.1. Dott/Tier does not provide any claims handling services. Claims handling is provided by the Insurer (or its appointed claims handling agent). The Parties shall follow the claims handling process as set out in Schedule 3 to this Agreement.

9.2. In the event that this Agreement is terminated, the Insurer shall continue to undertake claims handling for eligible claims for events occurring on or before the Termination Date in full compliance with its undertakings hereunder until the resolution of any and all outstanding claims.

10. Insured Event, Claims and Complaints

10.1. The Policyholder will notify all claims made by Beneficiaries in Switzerland together with any relevant information required by the Insurer under the Insurance Product to the Insurer for adjudication of a claim validity, in each case in accordance with the following provisions:

Upon receipt of any information relating to a Road Accident or a Claim by the Beneficiary or otherwise upon becoming aware of a Road Accident or Claim, the Policyholder shall:

(i) forward such information to the Insurer as soon as reasonably practicable and in any case at the latest within three (3) business days;

(ii) obtain the consent of, and/or provide appropriate notice to, any Beneficiary or claimant whose personal information may be provided to the Insurer in connection with this Agreement to the extent necessary to enable the Insurer to use (including processing) such personal information in line with applicable data privacy laws and regulations; and

(iii) instruct the Beneficiary to cooperate with the Insurer in accordance with the Insurance Terms and Conditions.

10.2. All Complaints related to the (coverage of the) Insurance Product are managed and settled by the Insurer. The Policyholder will promptly inform and supply Insurer with all necessary assistance and documentation to deal with the Complaint.

11. Illegality and Change in Law

11.1. In the event that any national or local laws, regulations, rules or orders are amended or created during the term of this Agreement which result in the use of a Dott/Tier Unit being illegal or prohibited:

(i) the insurance cover will be deemed cancelled in relation to such Dott/Tier Units from the date that the amended or new law, regulation, rule or order comes into force; and

(ii) the Policyholder must communicate any cancellation under the preceding sub-paragraph (1) to all relevant Beneficiaries.

11.2. In the event that any national or local laws, regulations, rules or orders are amended or created during the term of this Agreement which means that it does not meet, or no longer meets, the requirements of such laws, regulations, rules or orders regarding insurance of a Dott/Tier Unit or otherwise:

(i) the insurance cover will be deemed cancelled in relation to such Dott/Tier Units from the date that the amended or new law, regulation, rule or order comes into force; and

(ii) the Policyholder must communicate any cancellation under the preceding sub-paragraph (1) to all relevant Beneficiaries.

12. Commencement Date, Contract Duration and Termination

12.1. This Agreement shall commence and be fully effective as of 1st July 2025 (the “Commencement Date”) and shall be effective as from the Commencement Date until 30th June 2026 (the “Term”).

12.2. Notwithstanding the above, each of the Insurer or the Policyholder may terminate and/or suspend this Agreement with immediate effect or upon the notice and cure period specified below, without the terminating Party being obliged to pay compensation to the other Party:

a) if either Party is no longer authorized and does not meet the legal requirements (whether or not due to any changes in any applicable legal requirements and/or regulations) to duly perform its obligations as set out in this Agreement or if a Party is subject to administrative sanctions or instructions by a regulatory authority as a result of non-compliance with laws and regulations directly related to its activities under this Agreement which for a Policyholder includes any permit or authorisation to operate a Dott/Tier Unit, the affected Party shall use reasonable efforts to restore the authorisation. Until such time as such authorization is restored, this Agreement shall be suspended for Switzerland with immediate effect and the Policyholder shall not continue to operate in Switzerland. If after 120 days of such event the authorization has not been restored, the Parties have the right to terminate the agreement for Switzerland with immediate effect;

b) if the other Party is in breach with any applicable (anti-bribery) laws or regulations and/or acts in breach with the anti-corruption clause and/or sanction clause as set out in this Agreement or if the other Party has reasonable grounds to believe that such acts are taking place or have taken place, if the other Party commits or facilitates fraud or is dissolved, admits its insolvency, is declared bankrupt, has its assets seized subject to court order, or is subject to a petition for appointment of a receiver, or bankruptcy or equivalent procedure and/or terminates its business activities;

c) if an order is made by the competent court of jurisdiction, or a resolution is passed, for the dissolution or administration of a Party (otherwise than in the course of a voluntary and solvent reorganisation or restructuring or a reorganisation or restructuring previously approved in writing by the Party that is not seeking approval, such approval not unreasonably being withheld or delayed provided that Clause 12.6 shall apply to any reorganisation or restructuring giving rise to a Change of Control); a Party convenes a meeting of its creditors or makes or proposes to make any arrangement or composition with, or any assignment for the benefit of, its creditors;

d) If a Party accepts payments or gifts prohibited by law were executed by the other Party, or if a Party has reasonable grounds to believe that such payments of gifts were granted or will be granted;

e) if the other Party commits any material breach of any of the provisions of this Agreement, including any of the Schedules and, in the case of such a breach which is capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

12.3. In case the Policyholder fails to pay the Insurance Premium in accordance with Clause 6 and fails to pay such amounts within thirty (30) days of receipt of notice of late payment, the Insurer will have the possibility to terminate the Agreement with immediate effect.

12.4. Within this Clause 12 “**other Party**” shall mean

(i) from a Policyholder’s perspective: the Insurer; and

(ii) from the Insurer’s perspective: the Policyholder.

12.5. In the event the Policyholder’s actions cause harm to Beneficiaries and/or Customers, Insurer reserves the right to immediately prevent continuing to providing the Insurance Product. Insurer will inform the Allianz Partners and Dott/Tier on group level of any eventual detrimental situation in order that both Parties may find an adequate solution on group level for the resolution of the same in accordance with the applicable legal requirements and Regulations. If the irregular situation is not modified as of 14 days as of the notification of the same to the group level of both parties by Insurer, the latter may immediately proceed with the termination of this Agreement.

12.6. If a Party to this Agreement undergoes a Change of Control where the person or entity obtaining Control is a Competitor of the other Party, then the other Party shall be entitled to terminate this Agreement immediately by notice in writing to the other provided that such notice is given within 3 (three) months after the Change of Control has been communicated. A failure to terminate this

Agreement within 3 (three) months of the notification of the (intended) Change of Control shall be deemed to constitute an approval of the Change of Control. As used herein, “Competitor” means, (a) with respect to the Group Representative or any Policyholder, any company offering micro mobility solutions (b) with respect to Insurer, means any other insurance company or company acting on behalf of an insurer (e.g. insurance agencies).

13. Form and Consequences of Termination

13.1. Termination is notified by one Party to the other by letter (written form; email acceptable) sent to the head office of the other Party. The starting point of the notice period is the date of receipt by the receiving party.

13.2. After expiry or termination of this Agreement, this Agreement shall remain in place in respect of the existing insurance portfolio, which shall be continued as a run-off portfolio. After termination of this Agreement Insurer is entitled to get in touch with the Beneficiaries if it is reasonably necessary for the proper performance of the insurance agreement or in case Insurer is obliged to get in touch with the Beneficiary based on relevant laws and regulations.

13.3. In the event that this Agreement is terminated in accordance with Clause 13 the Policyholder shall ensure that:

a) all Promotional Material regarding the Insurance Product is withdrawn from the Dott/Tier Website, the Dott/Tier Application and any other Dott/Tier advertising material: and

b) no further communication on the Insurance Product (other than in connection with the cancellation of the Insurance Product) shall be conducted by Dott/Tier via any advertisement channel,

in each case as of the date the termination becoming effective.

13.4. Clauses 1.2 (Interpretation), 6 (Reporting, Premium and Payment), 7 (Premium Adjustment), 9 (Monthly Claims Data Reporting), 10 (Claims Handling), 11 (Insured Event, Claims and Complaints), 15 (Data Protection), 16 (Audit), 17 (Advertising and promotions), 19 (Confidentiality), 14 (Consequences of Termination), and 26 (Governing Law and Competent Court) and all Schedules shall survive termination of this Agreement in accordance with their terms.

14. Data Protection

14.1. The parties commit to comply with the principles of the Swiss Federal Act on Data Protection when handling data, information and documents made available to them in connection with this Agreement.

14.2. All contracting parties are hereby expressly informed of the legal provisions of Art. 35 of the Swiss Data Protection Act. Anyone who deliberately and without authorisation discloses secret personal data or personality profiles that are particularly worthy of protection and of which they have become aware in the course of their work, which requires the knowledge of such data, will be fined. Similarly, anyone who wilfully discloses without authorisation secret personal data or personality profiles which are particularly sensitive and of which they have become aware of while working will be fined. The unauthorised disclosure of particularly sensitive, secret personal data or personality profiles is also punishable by law after termination of the employment relationship.

14.3. The Policyholder undertakes to draw the attention of its employees to the provisions of the Data Protection Act and the penal provisions and to impose the obligation of secrecy on all employees who have access to personal data.

14.4. Parties warrant that they will duly observe all its obligations under the Data Sharing Agreement dated as of the Commencement Date by and between the Policyholder and Insurer and the applicable data protection obligations required in Switzerland.

15. Audit

15.1. The Policyholder shall maintain detailed records relating to the Insurances and shall make those records available to the Insurer upon request. All such records will be held for the duration of the Agreement and as long as stipulated by the relevant regulations.

15.2. The Policyholder acknowledges and agrees that Insurer may, at any time upon reasonable notice, audit Policyholder's business operations, records and books relating to the Insurances.

15.3. The Policyholder also acknowledges and agrees that it will cooperate with any audit of its business operations, books and records by any governmental or regulatory authority or body, even if the order or request or order for such an audit is addressed to Insurer, to the extent deemed necessary by such a governmental or regulatory authority or body.

16. Advertising and Promotions

16.1. Each Party may only produce and publish Promotional Materials or other advertising relating to this Agreement with the prior written consent of the other Party, which shall not be unreasonably withheld. Each subsequent use of approved Promotional Materials, in a similar manner, is deemed approved if in line with Swiss laws and regulations. Prior to a Policyholder's procurement of the Insurance Products in Switzerland, no Party shall announce (i) any marketing campaign in Switzerland promoting any of the Insurance Products or (ii) the cooperation between the Parties in Switzerland regarding the Insurance Products without the prior written consent of the other Party.

17. Written Form

17.1. Oral clarifications, confirmations or ancillary agreements regarding this Agreement do not apply. Changes to the Agreement – including the Schedules, Appendices and Endorsements – and/or additional agreements are only valid if they are written and legally binding signed by all Parties to this Agreement. This also applies to this clause 18.

18. Confidential Information

18.1. Each Party shall hold in confidence all Confidential Information obtained from the other Party.

18.2. Except as provided in Clauses 18.3 and 18.4, the receiving Party shall:

(i) only use the Confidential Information of the other Party it obtains for the purposes contemplated herein; and

(ii) maintain as confidential and not disclose to any third party any Confidential Information of the other Party it obtains.

18.3. The provisions of Clauses 18.1 and 18.2 shall not apply to any information which:

(i) is or becomes public knowledge other than by breach of this Clause 18;

(ii) is already in the possession of a Party without restriction in relation to disclosure before the date of its receipt from the other Party; or

(iii) is received from a third party (who, for the avoidance of doubt, is not an affiliate of the receiving Party) who lawfully acquired or developed it and who is under no obligation restricting its disclosure.

18.4. A Party may disclose Confidential Information of the other Party:

(i) to those of its officers, employees, professional advisers, parent or subsidiary companies, or agents or sub-contractors as may be reasonably necessary for the purpose of fulfilling its obligations hereunder, provided those persons and entities are under similar obligations with respect to confidentiality as are contained in this Agreement;

(ii) with the prior express written permission of the other Party; or

(iii) where such disclosure is required by any law, court order or competent Regulatory Authority on condition that the Party required to make such a disclosure i) uses reasonable efforts to give the other Party reasonable advance notice of such required disclosure, if permitted by law, in order to enable the other party to prevent or limit such disclosure, and ii) shall disclose only that portion of the Confidential Information which is legally required to be disclosed and iii) will otherwise exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

18.5. Without prejudice to the other rights of the disclosing Party, in the event of an unauthorized disclosure or use of its Confidential Information occurring directly or indirectly through disclosure made to the receiving Party, the receiving Party shall (as soon as it becomes aware of the same) notify the disclosing Party of such unauthorized disclosure and use all reasonable endeavours to assist the disclosing Party in recovering and preventing the use of, dissemination, sale or other disposal of such Confidential Information.

18.6. The obligations in this Clause 18 shall continue in full force and effect for the period that this Agreement is in force and for a period of three (3) years thereafter.

19. Intellectual Property

19.1. Each Party shall not cause or permit anything which may damage or endanger the intellectual property of any other Party, or their ownership of it. Save as expressly permitted in this Agreement or any other mutually executed agreement between the Insurer and the Policyholder, no Party shall use the name and/or the trademarks (word, mark and/or logo) of the other Party without the prior written consent of the other Party.

19.2. The Policyholder shall only obtain non-transferable usage rights to the services, products and applications made available by Insurer for the purposes stated in this Agreement and these will remain the (intellectual) property of the Insurer. The services, products, rights of intellectual property and applications supplied and/or made available by the Insurer may be used by a Policyholder exclusively by its own company or organization for the purposes stated in this Agreement and is not permitted to transfer, encumber, to rent out and/or to (sub)license these or otherwise make these available to a third party, unless Insurer has given its prior written consent.

19.3. The Policyholder must always indicate in its communications its own brand name and/or trading name and may only use Insurer's brand name and/or trading name to indicate Insurers products. Insurer must be named in Communications and in all communications in which Insurer Insurance Products are mentioned.

19.4. Insurer will provide the Policyholders image marks and logos approved for use. When using Insurer image marks and logos, the Insurer image mark or logo may never be graphically manipulated, widened or condensed and it may not be applied in outline. Insurer shall receive a proof copy of publications and in case of distance publication, particularly via the internet, a link to the publications, so that Insurer can see how its image marks and logos have been used; provided Insurer must provide approval or comments within seven (7) business days , or Insurer is deemed to have approved such usage.

20. Applicable Laws and Regulations in the Territories

Parties will act in accordance with the Swiss laws and regulations as well as all obligations to which they are bound.

21. Force Majeure

21.1. Force Majeure means any unforeseeable incident beyond the reasonable control of the Parties, preventing normal execution of their contractual obligations under this Agreement (hereafter "**Force Majeure**").

21.2. Neither Party shall be liable, nor deemed to have defaulted on its obligations, if prevented from fulfilling any of them whatsoever due to a Force Majeure event. The Parties hereby expressly agree that any of the following, to the extent these should be considered to be exceptional, may constitute a Force Majeure event: fire, explosion, flooding, delays ascribable to air traffic control, periods of bans, declared or undeclared war, imminent war, civil war, riots, uprisings, civil disorders and acts of terrorism, epidemics, pandemics, quarantine, restrictions to free circulation, sabotage, radioactivity, Act of God, earthquake, tsunami; this list not being exhaustive.

21.3. The party affected by force majeure shall notify forthwith the other Party of the same by e-mail, within five (5) days of the occurrence of said event, stating the Force Majeure conditions and, if possible, the provisional duration of the Force Majeure event.

21.4. In the event of Force Majeure, the Parties shall work together to seek to implement measures enabling them to continue execution of this Agreement.

21.5. Should a Force Majeure event result in one of the Parties having to suspend execution of its obligations under this Agreement for a maximum period of two (2) consecutive months, then execution of the Agreement will be suspended during said period. Should the event preventing said Party from executing its obligations under this Agreement persist following expiration of the above-mentioned period, the other Parties will be entitled to terminate the Agreement with immediate effect by issuing the other Party with written notice of termination.

22. Anti-Corruption

22.1. The Parties shall not commit, authorize or permit any action which would cause the Parties and/or the Parties' affiliates to be in violation of any applicable anti-bribery laws or regulations. This obligation applies in particular to illegitimate payments to government officials, representatives of public authorities or their associates, families or close friends.

22.2. Each Party agrees that it will neither offer or give, or agree to give, to any employee, representative or third party acting on behalf of the other Party nor accept, or agree to accept from any employee, representative or third party acting on behalf of the other Party, any gift or benefit, be it monetary or other, that the recipient is not legally entitled to with regard to the negotiation, conclusion or the performance of this Agreement.

22.3. The Parties shall promptly notify each other, if they become aware of or have specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of this Agreement.

23. Partial Invalidity

23.1. In the event that a provision of this Agreement is invalid, illegal, not binding, or unenforceable (either in whole or in part), the remainder of this Agreement shall continue to be effective to the extent that, in view of this Agreement's substance and purpose, such remainder is not inextricably related to and therefore indivisible from the invalid, illegal, not binding or unenforceable provision. The Parties shall make every effort to reach agreement on a new clause which differs as little as possible from the invalid, illegal, not binding or unenforceable provision, taking into account the substance and purpose of this Agreement.

24. Governing Law and Competent Court

24.1. This contract is subject to Swiss law. The place of jurisdiction is the registered office of the defendant party.

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25. General

25.1. Except as set out in this Addendum, all other terms and schedules of the Agreement shall continue in full force and effect.

TIER Mobility Suisse GmbH

By:

Position:

Date:

Signed by: Manuel Herzog
Phone number: +41765018232
Transaction ID: o9te8tPLjX
OTP: 7827
Signing time: 30-06-2025 09:38:32
IP address: 92.105.224.97

By:

Position:

Date:

AWP P&C S.A. – Saint-Ouen (Paris), Wallisellen branch (Switzerland)

By:

Position:

Date:

Signed by: Pia Bodner
Phone number: +41798660039
Transaction ID: gzG3OX4DjL
OTP: 1821
Signing time: 30-06-2025 16:24:44
IP address: 178.197.185.95

By:

Position:

Date:

Signed by: Markus Schuster
Phone number: +41795082472
Transaction ID: QpIddGO5KA
OTP: 8010
Signing time: 30-06-2025 16:29:11
IP address: 147.161.234.109

SCHEDULE 1 – INSURANCE TERMS AND CONDITIONS

Applicable terms & conditions:

General Third Party Liability Insurance
(indemnity insurance)

A. General Information

AWP P&C S.A. – Saint-Ouen (Paris), Wallisellen Branch (Switzerland) with registered office in Wallisellen, Switzerland (hereinafter "**Insurer**") provides insurance coverage subject to the terms and conditions set out herein. Some words and phrases have specific meanings and are defined herein. For easier reading, they are formatted with bold letters.

B. Definitions

The following definitions are applicable to the **Policy**:

"**Accident**" means a sudden event neither expected nor intended by (i) the Beneficiary or (ii) in case of a Dott/Tier Property Claim only, the Policyholder, and which first occurred or commenced at an identifiable specific time during a Covered Period which results in Bodily Injury to, or Damage to Property of, a third party or third parties.

"**Beneficiary**" or "**Beneficiaries**" shall mean

(i) an individual Customer(s), who (A) rents a Dott/Tier Unit for personal transportation purposes in Switzerland pursuant to the local Rental Agreement; and (B) is of the minimum age required by Swiss laws or regulations to ride the Dott/Tier Unit in Switzerland, but is at least 18 years old; and

(ii) any other Permitted User.

"**Bodily Injury**" shall mean physical injury or the death of any human person. It shall not include any mental injury, shock or anguish.

"**Claim**" shall mean a written demand for monetary compensation by a third party against a Beneficiary relating to an Accident.

"**Commercial Use**" shall mean the use of a Dott/Tier Unit for purposes relating to a Beneficiary's trade, business, craft or profession. For the avoidance of doubt, Commercial Use shall not include commuting between a Beneficiary's residence and place of work.

"**Covered Period**" shall mean the period of time from when a Beneficiary unlocks a Dott/Tier Unit until the Beneficiary locks the Dott/Tier Unit in accordance with the instructions in the Dott/Tier Application, or otherwise completes the use of the Dott/Tier Unit, whichever is the earliest.

"**Customer**" means any natural person who is registered to the Dott/Tier Application.

"**Damages**" shall mean a sum of money payable to a third party as compensation under civil law in respect of actions or suits brought in a court Switzerland (other than actions or suits brought to enforce a judgment obtained outside of the Territories). It shall not include any award made by a criminal court, punitive Damages, exemplary Damages, aggravated Damages, fines, penalties or any award of additional Damages resulting from the multiplication of compensatory Damages against a Beneficiary.

"**Damage to Property**" shall mean physical damage to, loss of or destruction of tangible property.

"**Defence Costs**" shall mean any and all legal costs and expenses which are reasonably and necessarily incurred with the prior written consent of the Insurer (not to be unreasonably withheld) in the investigation or defence of any Claim which is covered under this Policy.

"Swiss Road Traffic Act" introduced under the Federal Assembly of the Swiss Confederation 19 December 1958 or any subsequent legislation.

"**Financial Loss**" means a pecuniary loss, cost or expense not in respect of:

(i) Bodily Injury to third parties; or

(ii) Damage to Property of third parties.

"Insurance Period" means the period during which this Policy is effective.

"**Insurer**" means AWP P&C S.A., Saint-Ouen (Paris), Wallisellen branch (Switzerland)

"**Dott/Tier Application**" shall mean the application used by a Customer in order to use the Dott/Tier Unit. It also refers to any third party application through which a Dott/Tier Unit can be booked under the authorization of Dott/Tier.

"**Dott/Tier Electric Scooter**" means an electric two wheeled kick scooter propelled by a combination of human power and an electric motor with handlebars, brake(s) and a deck that allows a person to stand while operating the scooter, which is powered by an electric motor with maximum continuous rated power capable of propelling the scooter with or without human propulsion and that ceases to provide assistance when the scooter reaches a maximum speed according to Swiss laws and regulation.

Dott/Tier Electric Bicycle" shall mean an electric pedal cycle, which has pedal assistance powered by an electric motor with maximum continuous rated power according to Swiss laws and regulation which assists the human propulsion of the pedal cycle and that ceases to provide assistance when the pedal cycle reaches a maximum speed according to Swiss laws and regulation

"**Dott/Tier Property Claim**" means a Policyholder Claim made against a Policyholder pursuant to sub-paragraph (ii) of the definition "Policyholder Claims" below.

"**Dott/Tier Unit(s)**" shall mean only the Dott/Tier Electric Bicycles and the Dott/Tier Electric Scooters, which are owned and/or leased by the Policyholder.

"**Limit of Indemnity**" shall mean the maximum liability of the Insurer in respect of any one Accident in the maximum amount of CHF 954.300 and a maximum amount of CHF 4.771.300 for any one Insurance Period.

"**Pandemic**": epidemics with a pandemic characteristic (declared by WHO), of seriousness and virulence such as to result in high mortality or requiring restrictive measures in order to reduce the risk of transmission to the civilian population. By way of example and not limited to: closure of schools and public areas, limitation of public transport in the city, limitation on air transport.

Permitted User means any individual person that:

a) uses a Dott/Tier Unit with the explicit consent of a Beneficiary that has rented such Dott/Tier Unit under a Rental Agreement; and

b) is of the minimum age required by Swiss laws or regulations to ride the Dott/Tier Unit in Switzerland, but is at least 18 years old.

"**Policy**" means the Collective Insurance Agreement including all Schedules (in particular theses Insurance Terms and Conditions) which shall be read together as one contract and any word or expression to which a specific meaning is attached in any of them shall bear such meaning throughout.

"Policyholder Claim" shall mean a written demand for:

(i) monetary compensation by a third party against the Policyholder or the Group Policyholder arising directly from an Accident for which the Beneficiary would have been entitled to cover under this Policy if the third party had made a Claim regarding such Accident; and

(ii) monetary compensation of Damages to Property arising directly from an Accident where the Dott/Tier Unit is the proximate cause of that Accident and the Policyholder is responsible by Swiss civil tort law ("**Dott/Tier Property Claim**"). Any product defect of the Dott/Tier Unit or any environmental claim against a Policyholder is not covered.

"**Rental Agreement**" shall mean the contract for hire of a Dott/Tier Unit entered into by a Customer and the Policyholder.

"**Territory**" means the country where the Policyholder is incorporated and such Policyholder's Dott/Tier Units can be hired.

"**Terrorism**" shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"**Unauthorised Use**" shall mean:

(i) the use of the Dott/Tier Unit by anyone other than a Beneficiary. For example, use following theft of the Dott/Tier Unit or through the improper use of a Customer's log-in credentials for the Dott/Tier Application; or

(ii) Commercial Use of the Dott/Tier Unit.

C. Insurance Coverage

1. The Insurer will provide indemnity for all sums which a Beneficiary may become legally liable to pay as Damages and Defence Costs arising directly from an Accident provided that:

(i) the Accident occurred in Switzerland; and

(ii) the Claim was made within 2 (two) year of the date of the Accident, unless applicable legislation regarding third party civil liability for such Accidents requires the Policy to provide a longer period.

2. Subject to all Policy terms and conditions, cover shall also extend to Policyholder Claims provided that, in the event of a Policyholder Claim, any terms, conditions and obligations of this Policy which would have applied to the Beneficiary, had the Policyholder Claim been a Claim, shall apply to Policyholder.

3. This Policy is not intended to meet the requirements of the Swiss Road Traffic Act or any national or international laws, regulations, rules or conventions concerning the compulsory insurance of motor vehicles (or similar).

D. Limits of Liability

1. The amounts payable by the Insurer for Damages or Defence Costs under paragraph C1 shall not exceed the Limit of Indemnity.

2. Where the Insurer is liable to indemnify more than one party in respect of one Accident the total amount payable shall not exceed the Limit of Indemnity.

3. All obligations of the Insurer in relation to any one Accident shall cease after the Limit of Indemnity has been paid by the Insurer.

E. Exclusions

The indemnity in this Policy (including under any extension) will not apply to legal liability or pay any amounts:

1. Unauthorised Use: arising out of or in connection with any Unauthorised Use.

2. Passengers:

(i) in respect of any use of a Dott/Tier Unit where more than one person is on or in connection with the Dott/Tier Unit at the same time

(ii) in respect of any transportation of animals on or in connection with the Dott/Tier Unit at the same time

(iii) in respect of any damage to Property of, or Bodily Injury to, passengers being carried on a Dott/Tier Unit.

3. Beneficiary and Policyholder Property: In respect of Damage to Property:

(i) owned or rented by a Beneficiary or the Policyholder;

(ii) loaned or rented to a Beneficiary or the Policyholder; and/or

(iii) in the care, custody or control of a Beneficiary or the Policyholder.

3. Contracts: arising out of or in connection with a contract or agreement unless the Policyholder or Beneficiary would have had the same liability had the Policyholder or Beneficiary not entered into the contract or agreement.

4. Financial Loss: for Financial Loss.

5. Penalties: for penalties, fines, or liquidated Damages.

6. Damage to the Dott/Tier Unit in respect of:

(i) loss of or damage to any Dott/Tier Unit; or

(ii) the costs of replacement, reinstatement, rectification, repair or recall of any Dott/Tier Unit.

7. Motor: arising out of or in connection with vehicles which are provided for hire via the Dott/Tier Application that require motor insurance under the European Motor Insurance Directives or other applicable laws, regulations, rules or orders in the **Territories.**

8. Punitive Damages and US Claims

(i) for punitive or exemplary Damages awarded by any court in the United States of America, its territories and possessions, Puerto Rico, or Canada or for any costs or interest associated with any such award.

(ii) for any Claims made in the United States of America, its territories and possessions, Puerto Rico or Canada, the indemnity in this Policy will not apply to legal liability or pay any amounts arising out of Claims payable under workers compensation, disability benefits, unemployment compensation laws or any similar law.

9. Specified Excluded Perils: arising out of or in connection with:

(i) civil commotion, riot, labour disturbances or public disorder or attempt thereat;

(ii) war (whether declared or not), or war-like acts or attempt thereat;

(iii) military uprisings, usurped power, rebellion or revolution or attempt thereat, or action taken by governmental authority in hindering or defending against any of these;

(iv) any act or attempt of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the liability or any action taken in controlling, preventing or suppressing Terrorism; or

(v) flood, windstorm, earthquake, tsunami, hurricanes, blizzards, or any other natural event.

10. Pollution: arising out of or in connection with pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind.

11. Apron use: arising out of or in connection with any use of a Dott/Tier Unit on an airport apron.

12. Cyber: This Policy does not cover any liability (including any cost of defending any action) of any nature connected in any way directly or indirectly contributed to or resulting from electronic data and cyber risks, or network attacks regardless of any other cause or event contributing concurrently or in any other sequence to the loss. We will also not pay for claims in respect of any losses, damages or expenses that arise from the failure of communication network signals, power supply, network connection and telecommunication system.

13. Pandemic: Notwithstanding anything to the contrary in this Policy, the Insurer shall not be deemed to provide cover, and shall not be liable to pay any claim or provide any benefit under this Policy, to the extent

(i) resulting from,

(ii) arising out of,

(iii) or relating

to any Pandemic outbreak (including the Covid-19 virus).

14. Intoxication: Any Use of a Dott/Tier Unit under the influence of alcohol/medicine/drugs above the locally allowed limit or, in the case of medicine, above the prescribed dosage.

F. General Conditions

1. Premium

The Insurance Premium is paid by the Policyholder.

2. Communication of Policy Changes

The Policyholder must inform the Beneficiaries of any material change in the Policy, including any amendment, restriction or cancellation thereof, as soon as possible.

3. Trading Restrictions and Sanctions

Notwithstanding anything to the contrary in this Policy, the Insurer shall not be deemed to provide cover, and shall not be liable to pay any claim or provide any benefit under this Policy, to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United Kingdom, the European Union or the United States of America.

G. Claims conditions

Unless required by any applicable law or regulation, an adjusted indemnity will be paid according to the degree of the infringement for the liability of any Beneficiary who has not complied with the requirements of this section, which requirements shall be communicated by: i) the Policyholder to Beneficiaries via the Policyholder's webpage; or ii) Policyholder or Insurer to Beneficiaries at the time a Beneficiary notifies Policyholder or Insurer of an Accident or Claim.

1. Notification responsibilities of the Beneficiaries

a. In the event of any Accident which may result in a Claim a Beneficiary shall:

(iv) notify the Policyholder under the contact details set out in the insurance certificate as soon as possible according to local law or regulation;

(v) take reasonable precautions to prevent and minimise any financial loss which might be caused as a result of the Accident;

(vi) Upon being contacted by the Insurer:

- provide the Policyholder (or the Insurer upon request) with all relevant information and documents regarding the Accident and its consequences;
- provide the Insurer (upon request) with proof of age at the time of the Accident (e.g. by way of passport); and
- supply such proof, information and sworn declarations as the Insurer may require within the time frame requested.

a. On the receipt by a Beneficiary of a Claim, the Beneficiary shall:

(ii) notify the Policyholder under the contact details set out in the insurance certificate as soon as possible but in any event within 30 days of the date on which they receive the Claim.

(iii) Upon being contacted by the Insurer:

- provide all information and documents within their possession relating to the Claim and underlying Accident;
- forward to the Insurer all relevant correspondence, court document(s) and notifications received relating to the Claim and underlying Accident;
- supply such proof, information and sworn declarations as the Insurer may require within the time frame requested, including any communication, writ, summons or other legal process in connection with the Accident; and
- provide to the Insurer particulars of any other insurance providing the same cover as this Policy.

2. Control of Claims

a. A Beneficiary must not enter into negotiations, admit liability, agree to the settlement, mediation or arbitration of any Claim, make any promise to pay or settle a Claim or incur any Defence Costs without the Insurer's prior written consent (such consent not to be unreasonably withheld or delayed).

b. Beneficiaries and the Policyholder shall give all information, documents, co-operation and assistance as the Insurer may reasonably require in connection with the handling of any claim.

c. The Insurer will not be bound by any admission or any offer made by a Beneficiary or anyone acting on their behalf to any third party.

d. The Insurer shall:

(i) be entitled to take over and conduct in the name of a Beneficiary or Policyholder and in such manner as the Insurer may in its absolute discretion think fit, the defence or settlement of any Claim; and

(ii) otherwise have absolute discretion in the conduct of any proceedings and in the settlement of any Claim, whether or not any payment has been made under this Policy.

3. Discharge of Liability

a. The Insurer may at any time pay to the Policyholder or a Beneficiary in connection with any Claim the remaining amount of the Limit of Indemnity (after deduction of any sum or sums already paid as Damages or Defence Costs, if applicable).

b. If a Beneficiary shall refuse to consent to any settlement recommended by the Insurer and shall elect to contest a Claim, then the Insurer's liability for Damages and Defence Costs in respect of that Claim shall not exceed the amount for which the Claim could have been settled plus any Defence Costs incurred at the date of such refusal.

c. Upon such payment being made in accordance with paragraph G3.a. or G3.b. above, the Insurer shall relinquish the conduct and control of, and be under no further liability in connection with, such Claim.

4. Fraudulent Claims

In the event that a fraudulent claim is made under this Policy by or on behalf of a Beneficiary:

(i) the Insurer may recover from the Beneficiary any sums paid by the Insurer in respect of the claim; and

(ii) in addition, the Insurer may by notice to the Beneficiary treat the Policy as having been terminated with effect from the time of the fraudulent act solely in relation to that Beneficiary.

5. Other Insurance

If any liability covered under this Policy is also covered wholly or in part under any other insurance held by a Beneficiary:

(i) the Beneficiary must inform the Insurer of the existence of such other insurance when notifying a Claim; and

(ii) the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been purchased.

6. Subrogation

a. On making any payment in respect of any liability in relation to which cover is available under this Policy, the Insurer may in a Beneficiary's name, at the Insurer's cost, recover against any third party who is responsible for the liability up to the amount which the Insurer has paid. The Beneficiary shall also provide all such reasonable assistance as the Insurer may require in relation to such recovery.

b. To the extent that any recovery is made from any third party in respect of any liability in relation to which cover is available under this Policy, the Insurer shall be entitled to those proceeds up to the amount of any payments it has made in relation to such liability. The Beneficiary shall co- operate with the Insurer and comply with all reasonable instructions from the Insurer in relation to the process and procedure for making any such recovery. The Insurer shall have sole discretion as to whether such recovery should be pursued.

7. Reimbursement

a. Upon settlement of a claim under this **Policy**, the **Insurer** will be entitled to be reimbursed by a Beneficiary for any amounts paid in connection with an Accident to the extent that such Accident was caused by the illegal use of a Dott/Tier Unit by the Beneficiary, including where:

(i) a breach of Swiss traffic laws or regulations

b. In addition, the Insurer will be entitled to reimbursement from:

(i) the Policyholder where it has wilfully caused any Damages to the Insurer upon the occurrence of an Accident; or

(ii) a Beneficiary where such Beneficiary has wilfully caused any Damages to the Insurer upon the occurrence of an Accident.

8. Applicable law

The governing law of this Insurance Policy is the law of Switzerland and all communications and documentation in relation to this Insurance Policy will be in English, and/or in local language.

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SCHEDULE 2: Documents / information to be provided to Beneficiary as may be required by Swiss legislation and regulation:

Territory	Documents / information	Local language requirement
Switzerland	T&C, Certificate of Insurance (CoI), Data Privacy Notice	**yes**

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SCHEDULE 3 - CLAIMS HANDLING / REPORTING

Claims handling process description: Third Party Liability Insurance

TIER Mobility Suisse GmbH ("Dott/Tier")
and
AWP P&C S.A. – Saint-Ouen (Paris), Walisellen branch (Switzerland) ("Insurer")

1. First Notification of Loss ("FNOL")

Following an accident, a Beneficiary or a third party can submit a FNOL:

- To Dott/Tier: Dott/Tier will forward the information to the Insurer via claims.ch@allianz.com. The insurer will handle the case. Dott/Tier will also send a verification form with the first information of the case **(see Appendix 1)**; or
- Direct to Insurer (**see Appendix 2)**. On receipt of a direct FNOL specified above Insurer will send an email to Dott/Tier claims-support@ridedott.com to initiate the standard triage process. Such request will include fields specified in **Appendix 3**.

In case of a confirmation from Tier, insurer will contact the third party to inform about the Insurer's claim reference number, provide the contact details of the Insurer and send a claim form with the request to send it back to the Insurer.

Insurer will use its best endeavors to inform Tier about the claim reference number as well as a short information about the case.

2. Assessment updates for non-standard claims

- Insurer will notify Tier if it believes that a claim may exceed the limits of a Policy as soon as reasonably practicable.
- If, in the course of Insurer's investigation of an accident, Insurer is made aware of the existence of legal representation (non-standard/high-importance claims only) or a potential claim against Tier or a Beneficiary that is directly related to the accident being considered (i.e. a claim made under the law of tort), Insurer will promptly notify Tier by email.
- Once Insurer is notified of a claim, Tier will take reasonable steps to instruct the Beneficiary to co-operate with Insurer in accordance with the terms and conditions of the relevant Policy.
- Insurer will, subject always to the requirement to maintain legal privilege, provide a detailed written summary to Tier of the settlement strategy for all claims against Tier that are in a litigation or administrative process.

3. Reporting

Insurer will provide Tier with a quarterly loss run ("Reporting") no later than the 15th day of each month which shall set out the status of all open/closed/re-opened claims that have been notified as well as an information regarding complaints.

4. Key Contacts

Tier/Dott

Name	Additional Information	Email	Phone Number
General Tier Claims Mailbox	All claim submissions will be made from this mailbox.	Claims-support@ridedott.com	NA
	Escalation level	insurance@ridedott.com	

Allianz Key Contacts

Name	Position	Email	Phone Number
Claims	NA	claims.ch@allianz.com	NA
Pascal Kaeser	Manager Claims Travel & Health	pascal.kaeser@allianz.com	+41 44 562 38 68

Appendix 1 - Dott/Tier Verification Form

- Dott/Tier reference number
- Date of loss
- Time of loss
- Loss location
- Trip status: the accident occurred during a Covered Period; or if the accident occurred outside of a Covered Period, Dott/Tier Unit may have been the proximate cause of the accident
- Description of loss
- Dott/Tier user name
- Third party name
- Third party contact data and address
- Preferred language
- Scooter unit / license number
- Vehicle Model
- Dott/Tier user / Beneficiary comments regarding the accident
- Third party claimant comments regarding the accident

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Appendix 2 - Allianz Direct Submission Details

claims.ch@allianz.com

AWP P&C S.A., Saint-Ouen (Paris), Zweigniederlassung Wallisellen (Schweiz)
z.H. Claims Travel
Richtiplatz 1
CH-8304 Wallisellen

Appendix 3 - Direct FNOL Fields Allianz to Dott/Tier

On receipt of a direct FNOL, Insurer shall email Dott/Tier on claims-support@ridedott.com with the following information (if available):

- Date of Accident
- Time of Accident
- Beneficiary's Name
- Dott/Tier Electric Scooter number or license plate
- Beneficiary's telephone number
- Beneficiary's email address
- Short description of accident

SCHEDULE 4 – DATA PROTECTION

Data Sharing Addendum

This **DATA SHARING ADDENDUM** ("**Addendum**") supplements the Collective Insurance Agreement (Third Party Liability Insurance), ("**Agreement**") between TIER Mobility Suisse GmbH ("**Tier**") and AWP P&C S.A. – Saint-Ouen (Paris), Wallisellen branch (Switzerland) ("**Insurer**"), (each of Tier Switzerland and Insurer being a "**Party**" and together the "**Parties**"), dated as of the effective date of the Agreement and hereby incorporated by reference into the Agreement.

WHEREAS

A. Dott/Tier and the Insurer entered into the Agreement for the purpose of having Insurer receive, review, process, manage, and insure claims (the "**Purpose**").

B. In the course of carrying on the Purpose and for the duration of the Agreement, the Parties may collect, receive and/or process personal data ("**Data**") in accordance with the Agreement (including Appendix A).

C. Each Party determines the purposes and the means of the processing the received Data.

D. The Parties now wish to enter into this Addendum to confirm their respective responsibilities for compliance with their obligations under the Swiss Federal Act on Data Protection, in particular as regards the exercising of the rights of the data subject and their respective duties to provide information about their respective data processing.

E. To the extent that a Party is located or intends to access or process such Data outside of the EEA and any jurisdiction deemed to provide adequate protection by the European Commission, to enhance the level of protection afforded to such Data, the Party shall process such personal data in accordance with the standards set out in the standard contractual clauses for data controller to data controller transfers approved by the European Commission in Decision 2004/915/EU (the "**Clauses**").

Dott/Tier and Insurer agree as follows:

1. DEFINITIONS

1.1 "**Applicable Data Protection Law**" shall mean all applicable foreign and domestic laws, orders and regulations relating to privacy and data protection, including but not limited to the GDPR (to the extent applicable to such Party).

1.2 "**EU Data Protection Change**" shall mean any change in or interpretation of Applicable Data Protection Law (including any guidance by the European Data Protection Board or ruling by the Court of Justice of the EU) that (a) results in the Clauses ceasing to be a means to ensure adequate safeguards for the purposes of Applicable Data Protection Law for the transfer of personal data to data importers established in third countries which do not ensure an adequate level of data protection or (b) promulgates an alternative to the Clauses that enables the lawful transfer of personal data from the EU to third countries.

2. OBLIGATIONS OF THE PARTIES

2.1 Each Party will comply with its obligations as a controller in respect of processing Data under Applicable Data Protection Law.

2.2 Dott/Tier shall be primarily responsible for notifying data subjects of the ways in which their personal data may be processed.

2.3 With respect to the Purpose, Insurer shall act as the primary contact point for data subjects. However, the Parties agree and understand that this does not limit or affect the right of data subjects to exercise their rights in respect of and against each of the Parties.

2.4 Dott/Tier shall be primarily responsible for responding to such requests in accordance with Applicable Data Protection Law. Insurer agrees to provide all reasonable assistance to Dott/Tier as is necessary in order to enable Dott/Tier to respond to and comply with such requests in accordance with Applicable Data Protection Law.

2.5 Each Party will inform the other Party of any complaint, inquiry or request (in particular, requests for access to, rectification or erasure of Data) received from or in respect of a data subject relating to Data. For the avoidance of doubt, each Party will communicate any rectification or erasure of Data or restriction of processing of Data to the other Party in accordance with Article 19 of the GDPR, to the extent the GDPR is applicable.

2.6 Each Party will implement appropriate technical and organisational security measures in respect of the Data processed by it.

3. TRANSFERS

3.1.1. If a Party is located, or intends to transfer, access or process Data, outside Switzerland or the EEA in any country not recognized by the European Commission as providing an adequate level of protection for personal data , including without limitation the United Kingdom following its exit from the European Union (unless such exit takes place on terms which entail the recognition of the United Kingdom as providing the aforementioned adequate level of protection) the Parties agree (i) that the Data shall be processed in accordance with the Clauses and (ii) upon request from one Party, the other Party shall execute the Clauses with the requesting Party or any of its affiliates located in the EEA. The Parties agree that upon any EU Data Protection Change, either Party may terminate the Clauses with notice to the other Party and replace them with an alternative that enables the lawful transfer of personal data from the EEA to third countries.

4. INDEMNITY

4.1 Each Party agrees to fully and effectively indemnify the other Party, defend and hold harmless and keep so indemnified and its respective directors, officers, employees and agents (collectively "Indemnitees") from and against any and all costs, claims, demands, damages, losses, liabilities, awards, expenses and/or fines whatever suffered, incurred or paid out by an Indemnitee arising out of or in connection with any third party claims, proceedings, investigations, inspections, audits, fines and/or sanctions by a supervisory authority arising out of or in connection with any breach of this Addendum or Applicable Data Protection Law, to the extent it may apply, caused by the other Party.

4.2 This indemnity survives the expiration or termination of the Agreement for any reason.

5. LIABILITY AND PAYMENT OF COMPENSATION

Where pursuant to the Applicable Data Protection Law, either Party is found to be liable for the entire damage arising from a breach or breaches of the Applicable Data Protection Law relating to activities under this Addendum or the Agreement, in order to ensure effective compensation of one or more individuals, then the other Party shall indemnify that party for that portion of the compensation attributable to any breaches of the Applicable Data Protection Law giving rise to the compensation for which it is responsible.

6. CONFLICTS

6.1 Subject to Clause 4.2, in the event of any conflict between the terms of this Addendum and any other terms between the Parties, including but not limited to the terms of the Agreement, the terms in this Addendum will prevail.

6.2 To the extent that the Parties are bound by the Clauses, in the event of conflict between the terms of the Clauses and the terms in this Addendum, the terms in the Clauses will prevail.

7. JURISDICTION

7.1 This Addendum and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of the Netherlands. The Parties to this Addendum irrevocably agree that the courts of Amsterdam shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Addendum or its subject matter or formation (including non-contractual disputes or claims).

Appendix A (Description of Processing Activities)

Data Subjects

The personal data transferred concern the following category of data subjects:

- Dott/Tier users; and
- Other data subjects who may submit an accident report form or whose information may be contained in an accident report form.

Purposes of the transfer(s)

The transfer is made for the following purposes:

- to assess the merits of, to process, and to resolve accident reports and potential claims that allegedly result from incidents occurring while users are using Dott/Tier products and services.

Categories of data

The personal data transferred concern the following categories of data:

- Name;
- Email address;
- Telephone number;
- Country of residence;
- Relationship to the incident (party involved or witness);
- Information related to the event such as:
    - Date and time;
    - Country;
    - City;
    - Location of the incident;
    - Vehicle ID;
    - GPS and location information, including trip route;
    - Vehicle input data regarding what inputs the rider provides to the vehicle;
    - Photographs or audio visual content relating to the incident; and
    - Description of the incident.

Recipients
The personal data transferred may be disclosed to the following recipients or categories of recipients:

- Third party service providers (such as claim adjusters); and
- Legal counsel or other advisors.

Data protection registration information of data exporter (where applicable): N/A

Sensitive data
The personal data transferred concern the following categories of sensitive data:

- health data (depending on the nature of the claim, information about the health of the claimant may be transferred such as the details of the personal injuries they may have suffered during an accident, and where relevant, information about the health of other persons relevant to the claim).

Additional useful information (storage limits and other relevant information): N/A