

Terms of Service

The following group of agreements collectively form the terms of service and contain the following;

1. **Master Service Agreement** – for use of the iVcardo Technologies SL Services
2. **Master Partner Agreement** – billing agreement with Tech360 Mobility LLC
3. **Master Delivery Agreement** – service delivery agreement to publish content and perform bookings from external platforms where we connect you to demand partners and your agreement is with us.

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MSA - Master Service Agreement

THIS AGREEMENT CONSTITUTES A BINDING CONTRACT ON YOU AND GOVERNS YOUR USE OF, AND ACCESS TO, THE SERVICES BY YOU, YOUR AGENTS AND END-USERS.

By accepting this Agreement, either by accessing or using a Service, or authorizing or permitting any Agent or End-User to access or use a Service, You agree to be bound by this Agreement. If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to iVcardo that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "User," "You," "Your" or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not accept this Agreement and may not use any of the Services.

1. DEFINITIONS

When used in this Agreement with the initial letters capitalized, in addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

Account: means any accounts or instances created by or on behalf of User or its Agents within the Services.

Affiliate: means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

Agent: means an individual authorized to use a Service through Your Account as an agent and/or administrator as identified through a unique login.

Agreement: means the Master Services Agreement together with any and all Supplemental Terms, and Order Forms along with the iVcardo Privacy Policy located on Our Site.

Applicable Data Protection Law: means Directive 95/46/EC (or a successor thereto) on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data.

API: means the application programming interfaces developed and enabled by iVcardo that permit Users to access certain functionality provided by the Services, including, without limitation, the REST API that enables the interaction with the Services automatically through HTTP requests and the application development API that enables the integration of the Services with other web applications.

Associated Services: means products, services, features and functionality designed to be used in conjunction with the Services but not included in the Service Plan, including, without limitation, integrations and applications created or developed by iVcardo or its Affiliates which will be governed by this Agreement unless iVcardo otherwise communicates a different agreement to You at the time of Your deployment of or access to the integration or application. For avoidance of doubt, none of the Services or any other product, service, feature or functionality that is expressly stated to be governed by any alternative license, agreement or terms shall be deemed an Associated Service.

Beta Services: means a product, service or functionality provided by iVcardo that may be made available to You to try at Your option at no additional charge which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation or by a similar description.

Confidential Information: means all information disclosed by You to iVcardo or by iVcardo to You which is in tangible form and labelled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to, information relating to iVcardo’s security policies and procedures. For purposes of this Agreement, this Agreement as well as Service Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party by a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without use of the disclosing Party’s Confidential Information.

Consulting Services: means consulting and professional services (including any training, success or implementation services) provided by iVcardo or its authorized subcontractors as indicated on an Order Form or other written document such as a statement of work “SOW”, as defined below.

Documentation: means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Services or describing Service Plans, as applicable, provided or made available by iVcardo to You in the applicable iVcardo help center(s); provided, however, that Documentation shall specifically exclude any “community moderated” forums as provided or accessible through such knowledge base(s).

End-User: means any person or entity other than Agents with whom interact using a Service.

Order Form: means any of Our generated service order forms executed or approved by You with respect to The Charges, which form may detail, among other things, the fees relating to our value-add products and services.

Personal Data: means any information relating to an identified or identifiable natural person where an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.

Personnel: means employees and/or non-employee service providers and contractors of the iVcardo Group engaged by the iVcardo Group in connection with performance hereunder.

Processing/To Process/Processed: means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Service(s): means the products and services that are ordered by You online through a link or via an Order Form referencing this Agreement, whether on a trial or paid basis, and made available online by Us, via the applicable login link and other web pages designated by Us, including, individually and collectively, the applicable Software, updates, API, Documentation, and all applicable Associated Services that You have purchased or deployed (“Deployed Associated Services”) that are provided under this Agreement. “Services” exclude Third Party Services as that term is defined in this Agreement and Associated Services that are not provided under this Agreement. From time to time the names and descriptions of the Services or any individual Service may be changed. To the extent the End-User is given access to such Service as so described by virtue of a prior Order Form or other prior acceptance of this Agreement, this Agreement shall be deemed to apply to such Service as newly named or described.

Service Data: means electronic data, text, messages, communications, or other materials submitted to and stored within a Service by You, Agents and End-Users in connection with Your use of such Service, which may include, without limitation, Personal Data.

Service Plan(s): means the packaged service plan(s) and the functionality and services associated therewith (as detailed on the Site applicable to the Service).

Site: means a website operated by the iVcardo Group, including www.ivcardo.com, as well as all other websites that the iVcardo Group operates.

Software: means software provided by iVcardo (either by download or access through the Internet) that allows Agents or End-Users to use any functionality in connection with the applicable Service.

The Charges: means the rates You have agreed to for the Service as defined in the MPA Master Partner Agreement.

Supplemental Terms: means the additional terms and conditions that are (a) contained in this Agreement under the Section entitled, "Supplemental Terms and Conditions" which apply and are incorporated into this Agreement with certain Services, features, or functionality; (b) included or incorporated on an Order Form (e.g. when a Deployed Associated Service is purchased); or (c) applicable to Consulting Services when purchased by You.

Third Party Services: means third party products, applications, services, software, networks, systems, directories, websites, databases and information obtained separately by You which a Service links to, or which You may connect to or enable in conjunction with a Service, including, without limitation, Third Party Services which may be integrated directly into Your Account by You or at Your direction.

"We," "Us" or "Our": means iVcardo as defined below.

iVcardo: means IVCARDO TECHNOLOGIES SL with reference B55235956, a company based in Spain, or any of its successors or assignees.

iVcardo Group: means IVCARDO TECHNOLOGIES SL together with its Affiliates and Resellers.

2. GENERAL CONDITIONS; ACCESS TO AND USE OF THE SERVICES

2.1 Subject to compliance by You, Your Agents and End-Users with this Agreement, You have the limited right to access and use a Service, together with all applicable Deployed Associated Services, for Your internal business purposes. We will (a) make the Services and Service Data available to You pursuant to this Agreement and the applicable Order Forms; (b) provide applicable standard customer support for the Services to You at no additional charge as detailed on the applicable Site and Documentation and/or upgraded support if purchased; (c) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except (i) during planned downtime, between 01:00 and 05:00 hrs, for upgrades and maintenance to the Services (of which We will use commercially reasonable efforts to notify You in advance both through Our Site and a notice to Your Account owner and Agents) ("Planned Downtime"); and (ii) for any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than one involving Our employees), Internet service provider failure or delay, Third Party Services, or acts undertaken by third parties, including without limitation, denial of service attack ("Force Majeure Event"). iVcardo reserves the right to monitor and periodically audit Your use of the iVcardo Services to ensure that Your use complies with the Agreement and the Service Plan restrictions on Our Site. Should iVcardo discover that Your or any Agent's use of the Service is not in compliance with the Agreement or the Service Plan restrictions on Our Site, iVcardo reserves the right to charge You, and You hereby agree to pay for, said usage in addition to other remedies available to Us.

2.2 You may not use the Services to provide fleet management or vehicle dispatch on behalf of more than one third party (other than Affiliates) through a single Account. Without limiting the foregoing, Your right to access

and use the API is also subject to the restrictions and policies implemented by iVcardo from time to time with respect to the API as set forth in the Documentation or otherwise communicated to You in writing.

2.3 An ADSL internet connection is required for proper transmission of the Services. You are responsible for procuring and maintaining the network connections that connect Your network to the Services, including, but not limited to, "browser" software that supports protocols used by iVcardo, including the Transport Layer Security (TLS) protocol or other protocols accepted by iVcardo, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You, Agents or End-Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by iVcardo. We assume no responsibility for the reliability or performance of any connections as described in this section.

2.4 In addition to complying with the other terms, conditions and restrictions set forth below in this Agreement, You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than authorized Agents and End-Users in furtherance of Your internal business purposes as expressly permitted by this Agreement; (b) use the Services to Process data on behalf of any third party other than Agents or End-Users; (c) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks; (d) falsely imply any sponsorship or association with iVcardo or the iVcardo Group, (e) use the Services in any unlawful manner, including, but not limited to, violation of any person's privacy rights; (f) use the Services to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (g) use the Services to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (h) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (i) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Services; (j) use the Services to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libellous, obscene, or discriminatory; (k) use the Services to knowingly post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); (l) use or launch any automated system that accesses a Service (i.e., bot) in a manner that sends more request messages to a Service server in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser; or (m) attempt to use, or use the Services in violation of this Agreement.

2.5 You are responsible for compliance with the provisions of this Agreement by Agents and End-Users and for any and all activities that occur under Your Account, as well as for all Service Data. Without limiting the foregoing, You are solely responsible for ensuring that use of the Services to store and transmit Service Data is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with Agents or End-Users. You also maintain all responsibility for determining whether the Services or the information generated thereby is accurate or sufficient for Your purposes. You agree and acknowledge that each Agent will be identified by a unique username and password ("Login") and that You and Your Agents are responsible for maintaining the confidentiality of all Login information for Your Account.

2.6 In addition to Our rights as set forth in Sections 2 and 8.4, We reserve the right, in Our reasonable discretion, to temporarily suspend Your access to and use of a Service if We suspect or detect any Malicious Software connected to Your Account or use of a Service by You, Agents or End-Users.

2.7 You acknowledge that iVcardo may modify the features and functionality of the Service(s).

2.8 You may not access the Services if You are a direct competitor of the iVcardo Group, except with iVcardo's prior written consent. You may not access the Services for the purposes of monitoring performance, availability, functionality, or for any benchmarking or competitive purposes.

2.9 If You register for a free trial for any of the Services, We will make such Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s); (b) the start date of any access to a Service purchased by You for such Service(s); or (c) termination of the trial by Us in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Please review the applicable Documentation during the trial period so that You become familiar with the features and functions of the Services under applicable Service Plans before You make Your purchase.

ANY SERVICE DATA YOU ENTER INTO A SERVICE, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO A SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU AGREE TO THE CHARGES FOR THE SAME SERVICE AS COVERED BY THE TRIAL, PURCHASE THE APPLICABLE SERVICE, OR EXPORT SUCH SERVICE DATA, BEFORE THE END OF THE TRIAL PERIOD.

2.10 From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms that will be presented to You. Beta Services are not considered "Services" under this Agreement; however, all restrictions, Our reservation of rights and Your obligations concerning the Service, and use of any Third Party Services shall apply equally to Your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

3. CONFIDENTIALITY; SECURITY AND PRIVACY

3.1 Subject to the express permissions of this Agreement, each Party will protect each other's Confidential Information from unauthorized use, access, or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each of us may use each other's Confidential Information solely to exercise our respective rights and perform our respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the Personnel who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section 3.1 shall supersede any non-disclosure agreement by and between the Parties that would purport to address the confidentiality and security of Service Data and such agreement shall have no further force or effect with respect to Service Data.

3.2 The iVcardo Group will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data, as described in the Agreement, the Supplemental Terms entitled, "How We Protect Service Data" attached hereto, and Supplemental Terms for the Deployed Associated Services, as applicable. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Service Data by Personnel except (a) to provide the Services and prevent or address service, support or technical problems; (b) as compelled by law in accordance with Sections 3.1(b) or 3.1(c); (c) in accordance with the provisions of Section 3.4; or (d) as You expressly permit in writing. The iVcardo Group's compliance with the provisions of Sections 3.2 through 3.5 and the Security Measures set forth in Exhibit B, Section 2 ("How We Protect Service Data") shall be deemed compliance with the iVcardo's Group's obligations to protect Service Data as set forth in the Agreement.

3.3 To the extent Service Data constitutes Personal Data, You and the iVcardo Group hereby agree that You shall be deemed to be the data controller and the relevant entity in the iVcardo Group Party shall be deemed to be the data processor as those terms are understood under the Applicable Data Protection Law. Unless otherwise specifically agreed to by iVcardo, Service Data may be hosted by the iVcardo Group or their respective authorized third-party service providers in the United States, the EEA or other locations around the world. In providing the Services, iVcardo will engage entities within the iVcardo Group and other authorized service providers, to Process Service Data, including and without limitation, any associated Personal Data pursuant to this Agreement within the European Economic Area (the “EEA”), the United States and in other countries and territories. Under no circumstances will any entity in the iVcardo Group be deemed a data controller with respect to Service Data under Applicable Data Protection Law or any relevant law or regulation of any Member State as defined in Applicable Data Protection Law.

3.4 If Personal Data originates from an Agent or End-User in the EEA, We will ensure, pursuant to Applicable Data Protection Law that, to the extent that any Service Data constitutes Personal Data, if Service Data is transferred to a country or territory outside of the EEA (a “non-EEA country”), that such transfer will only take place if: (a) the non-EEA country in question ensures an adequate level of data protection; (b) one of the conditions listed in Article 26(1) of Directive 95/46/EC (or its equivalent under any successor legislation) is satisfied; (c) done so on the basis of iVcardo’s approved binding corporate rules known as the iVcardo Binding Corporate Rules (“iVcardo’s BCR”) which establish adequate protection of such personal information and are legally binding on the iVcardo Group (iVcardo’s BCR can be accessed [here](#) and [here](#)); or (d) the transfer is via the EU-U.S. or Swiss-U.S. Privacy Shield Frameworks. Upon Your request and subject to Your entry into iVcardo’s Data Processing Agreement (“DPA”) We will further ensure that the transfer is subject to the standard contractual clauses designed to facilitate transfers of Personal Data from the EEA to all third countries that have been adopted by the European Commission (known as the, “Model Clauses”), which have been incorporated into the DPA. You can execute Our DPA by emailing Your request to Us at privacy@ivcardo.com.

3.5 You agree that the iVcardo Group and the third-party service providers that are utilized by the iVcardo Group to assist in providing the Services to You shall have the right to access Your Account and to use, modify, reproduce, distribute, display and disclose Service Data to the extent necessary to provide the Services, including, without limitation, in response to Your support requests. Any third-party service providers utilized by the iVcardo Group will only be given access to Your Account and Service Data as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in Section 3.2; and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth in Section 3.4.

3.6 Whenever You, Your Agents or End-Users interact with our Services, We automatically receive and record information on Our server logs from the browser or device, which may include IP address, “cookie” information, the type of browser and/or device being used to access the Services. “Cookies” are identifiers We transfer to the browser or device of Your Agents or End-Users that allow Us to recognize Agent or End-User and their browser or device along with how our Services are being utilized. When We collect this information, We only use this data in aggregate form, and not in a manner that would identify Your Agents or End-Users personally. For example, this aggregate data can tell Us how often users use a particular feature of the Services, and We can use that knowledge to improve the Services.

3.7 We receive and store any information You knowingly provide to Us. For example, through the registration process for Our Services and/or through your Account settings, We may collect Personal Data such as your name, email address, phone number, credit card information and third-party account credentials (for example, your log-in credentials for third party sites that integrate with the Services as further detailed in Section 3.9) of You and Your Agents. In addition, We may communicate with You and Your Agents. For example, We may send You and Your Agents product announcements and promotional offers or contact You and Your Agents about Your use of the Services. If You or an Agent does not want to receive communications from Us, please indicate this

preference by sending an email to privacy@ivcardo.com and provide us with the name and email address of each Agent that no longer wishes to receive these communications.

3.8 We neither rent nor sell Your Personal Data in personally identifiable form to anyone. However, we may share your Personal Data with third parties in the following ways:

Collecting Usage Data. For the purposes of this section, “Usage Data” means aggregated, encoded or anonymized data that the iVcardo Group may collect about a group or category of services, features or users while You, Your Agents or End-Users use a Service for certain purposes, including analytics, and which does not contain Personal Data, which is used to help understand trends in usage of the Services. In addition to collecting and using Usage Data ourselves, the iVcardo Group may share the Usage Data with third parties, including Our users, partners and service providers, for various purposes, including to help Us better understand Our user’s needs and improve Our Services. We may also publish Usage Data to provide relevant information about the Services and for purposes of marketing.

Aggregated Personal Data that is not personally identifiable. We may anonymize the Personal Data of Your Agents or End-Users so that they cannot be individually identified, and publish this anonymized information, as segmented by industry, geography and other metrics to provide qualitative insight on customer support metrics and other relevant insights. This is accomplished through “iVcardo Benchmark” or similar features; and, You have the choice whether to participate by enabling iVcardo Benchmark from within the settings in the Services. If You do not want to participate, then You should not enable iVcardo Benchmark.

Aggregated Personal Data that is not personally identifiable. We may anonymize the Personal Data of Your Agents or End-Users so that they cannot be individually identified and provide that information to our partners. We may also provide aggregate usage information to our partners for analytics purposes, who may use such information to help us understand how often and in what ways people use our Services. However, We never disclose aggregate information to a partner in a manner that would identify Your Agents or End-Users personally, as an individual.

3.9 iVcardo may also obtain other information, including Personal Data, from third parties and combine that with information We collect through Our Services such as in the case where You use a Third Party Service or where we may have access to certain information from a third party social media or authentication service if You log into Our Services through such service or otherwise provide Us with access to information from such service. Any access that We may have to such information from a third party social or authentication service is in accordance with the authorization procedures determined by that service. By authorizing Us to connect with a Third Party Service, You authorize Us to access and store Your name, email address(es), current city, profile picture URL, and other Personal Data that the Third Party Service makes available to Us, and to use and disclose it in accordance with this Agreement and the iVcardo Privacy Policy as in effect from time to time and available here.

4. INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, “Intellectual Property Rights”). The rights granted to You, Agents and End-Users to use the Service(s) under this Agreement do not convey any additional rights in the Service(s) or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service(s) as expressly stated herein, all rights, title and interest in and to the Services and all hardware, Software and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with iVcardo and belong exclusively to iVcardo. The iVcardo Group shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Services or otherwise use any

suggestions, enhancement requests, recommendations or other feedback We receive from You, Agents, End-Users, or other third parties acting on Your behalf. iVcardo®, and the iVcardo Group's other product and service names and logos used or displayed in or on the Services are registered or unregistered trademarks of one or more members of the iVcardo Group (collectively, "Marks"), and You may only use applicable Marks in a manner permitted by Our Trademark Usage Guidelines to identify You as a user; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Us, Our services or products.

5. THIRD PARTY SERVICES

If You decide to enable, access or use Third Party Services, be advised that Your access and use of such Third Party Services are governed solely by the terms and conditions of such Third Party Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Third Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or Process data (including Service Data) or any interaction between You and the provider of such Third Party Services. We cannot guarantee the continued availability of such Third Party Service features, and may cease enabling access to them without entitling You to any refund, credit, or Third Party compensation, if, for example and without limitation, the provider of an Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Service in a manner acceptable to Us. You irrevocably waive any claim against iVcardo with respect to such Third Party Services. We are not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Third Party Services, or Your reliance on the privacy practices, data security processes or other policies of such Third Party Services. You may be required to register for or log into such Third-Party Services on their respective websites. By enabling any Third-Party Services, You are expressly permitting iVcardo to disclose Your Login, as well as Service Data as necessary to facilitate the use or enablement of such Third Party Services.

6. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

6.1 Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

6.2 We warrant that during the applicable Term (a) this Agreement and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data; and (b) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Your exclusive remedies are those described in Section 8.5 herein.

6.3 EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9.2, THE SITES AND THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

7. LIMITATION OF LIABILITY

7.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS,

EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

7.2 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, THE IVCARDO GROUP'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

7.3 Any claims or damages that You may have against iVcardo shall only be enforceable against iVcardo and not any other entity or its officers, directors, representatives or agents.

8. INDEMNIFICATION

8.1 We will indemnify and hold You harmless, from and against any claim against You by reason of Your use of a Service as permitted hereunder, brought by a third party alleging that such Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by iVcardo for such defence, provided that (a) You promptly notify iVcardo of the threat or notice of such IP Claim; (b) We will have the sole and exclusive control and authority to select defence attorneys, and defend and/or settle any such IP Claim; and (c) You fully cooperate with iVcardo in connection therewith. If use of a Service by You, Agents or End-Users has become, or, in Our opinion, is likely to become, the subject of any such IP Claim, We may, at Our option and expense, (a) procure for You the right to continue using the Service(s) as set forth hereunder; (b) replace or modify a Service to make it non-infringing. We will have no liability or obligation under this Section 11.1 with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by You; (ii) modification of the Service(s) by anyone other than iVcardo; or (iii) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing.

The provisions of this Section 8.1 state the sole, exclusive and entire liability of iVcardo to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by You, Agents or End-Users.

8.2 You will indemnify and hold iVcardo harmless against any claim brought by a third party against iVcardo arising from or related to use of a Service by You, Agents or End-Users in breach of this Agreement or matters for which You have expressly agreed to be responsible pursuant to this Agreement; provided (a) We shall promptly notify You of the threat or notice of such claim; (b) You will have the sole and exclusive control and authority to select defence attorneys, and defend and/or settle any such claim (however, You shall not settle or compromise any claim that results in liability or admission of any liability by Us without Our prior written consent); and (c) We fully cooperate with You in connection therewith.

9. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT

9.1 You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Your rights under this Agreement or delegate performance of Your duties under this Agreement without Our prior consent, which consent will not be unreasonably withheld. We may, without Your consent, assign this Agreement to any member of the iVcardo Group or in connection with any merger or change of control of iVcardo or the iVcardo Group or the sale of all or substantially all of Our assets provided that any such successor

agrees to fulfil its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

9.2 This Agreement, together with any Order Form(s) (“MPA agreement”) and Supplemental Term(s) constitute the entire agreement, and supersede any and all prior agreements between You and iVcardo with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any Entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind between the Parties, except as may otherwise be expressly provided herein.

Notwithstanding the foregoing, Supplemental Terms may apply to certain features, functionality, or services as detailed in a Supplement hereto or that We offer as part of or distinct from the Services (the “Additional Terms”). In those instances, We will notify You of such Additional Terms prior to the activation of these features, functionality, or services and the activation of these features, functionality, or services in Your Account will be considered acceptance of the Additional Terms. All such Additional Terms will be considered incorporated into this Agreement when You or any Agent authorized as an administrator in Your Account activate the feature, functionality, or service. Where there is a conflict between this Agreement and the Additional Terms, the Additional Terms will control.

9.3 We may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. We will notify You not less than ten (10) days prior to the effective date of any such amendment and Your continued use of the Services following the effective date of any such amendment may be relied upon by iVcardo as Your consent to any such amendment. Our failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

10. CANCELLATION AND TERMINATION

10.1 Either Party may elect to terminate Your Account and access to a Service by providing notice, in accordance with this Agreement, on or prior to the date thirty (30) days preceding the end of such Term. Unless Your Account is so terminated, Your access to a Service (including any and all Deployed Associated Services) will renew for a further Term equivalent in length to the then expiring Term.

10.2 We reserve the right to modify, suspend or terminate the Services (or any part thereof), Your Account or Your and/or Agents’ or End-Users’ rights to access and use the Services, and remove, disable and discard any Service Data if We believe that You, Agents or End-Users have violated this Agreement. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You, Agents, End-Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Services. Any suspected fraudulent, abusive, or illegal activity by You, Agents or End-Users may be referred to law enforcement authorities at Our sole discretion.

10.3 A Party may terminate this Agreement for cause (a) upon thirty (30) days’ written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Upon request by You made within thirty (30) days after the effective date of termination or expiration of this Agreement, We will make Service Data available to You for export or download as provided in the Documentation. After such 30-day period, We will have no obligation to maintain or provide any Service Data,

and, as provided in the Documentation, will have the right to delete or destroy all copies of Service Data in Our systems or otherwise in Our possession or control, unless prohibited by law.

11. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the Parties.

13. NOTICE

All notices to be provided by iVcardo to You under this Agreement may be delivered in writing (a) by international delivery service ("Courier") or mail to the contact mailing address provided by You on any Order Form; or (b) electronic mail to the electronic mail address provided for Your Account owner. You must give notice to iVcardo in writing by courier or mail Senorio De Marbella, Sierra Blanca II, Marbella, 29670, Spain

Attn: Legal Department. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

14. GOVERNING LAW

This Agreement shall be governed by the laws of Spain. Any disputes under this Agreement shall be resolved in the courts of Barcelona.

15. ANTI-CORRUPTION

You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@ivcardo.com.

16. TECHNICAL SUPPORT

iVcardo offers a closer, more personal technical support service during the implementation phases and after your launch-date. We provide access to our technical support portal in order to manage incidents, seeking advice and feature requests. An answer to all enquiries within 24 hours and for urgent issues an answer within 2 hours, during working hours 09:00 and 17:00 CET Monday to Friday.

17. RESPONSIBILITY

It is the responsibility of IVCARDO to provide the means of but not to guarantee the achievement of objectives or profits.

18. PUBLICITY

Both contracting parties agree that each one may issue an initial press release announcing that the Client is now an IVCARDO Partner. The Client also agrees to allow the request and issuance of an additional announcement about the Client's experience using the platform. The Client authorises IVCARDO the right to use their name and logo in order to identify them as an IVCARDO Partner on the IVCARDO website, in company presentations, in email communications with IVCARDO potential clients, across all social media platforms and during discussions with financial and industrial analysts. However, IVCARDO must obtain full consent from the Client before using their name and logo for any means not included in this clause. Both contracting parties are not authorised to disclose the terms of this contract. The terms of this agreement are accepted by the signatory.

19. SURVIVAL

Sections 1, 3.1, 4 and 6-19 shall survive any termination of our agreement with respect to use of the Services by You, Agents or End Users. Termination of such agreement shall not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

IVCARDIO TECHNOLOGIES SL
Senorio De Marbella
Sierra Blanca II
Marbella
29670
Spain
Registered in Spain B55235956

MPA - Master Partner Agreement TECH360 MOBILITY LLC

This Master Partner Agreement (the "Agreement") is between Tech 360 Mobility LLC, registered with the address 4 Sycamore Drive, Newtown, CT 06470, ("Tech360"), and the entity or individual agreeing to this Agreement ("You" or "Your").

Tech360 is the USA reseller for IVCARDO TECHNOLOGIES SL ("ivcardo"). This Agreement is supplemental to the Master Service Agreement ("MSA") with ivcardo which governs your use of, and access to, the ivcardo's services by you, your agents, and end-users. This Master Partner Agreement is binding and is limited to the payments, billings, plan modifications, cancellation and termination refund and fee obligations, and promotional credits policies by you and Tech360 for the services as defined in the MSA.

"You" and "your" mean your company that has signed this Agreement, as well as your Subsidiaries. "We," "us," and "our" mean Tech360 that has signed this Agreement, as well as all Tech360 Affiliates. The term "parties" refers to both you and your subsidiaries and us and our company and affiliates, and the term "party" may be used to refer to any such entities individually.

Associated Services: As defined in the MSA means products, services, features and functionality designed to be used in conjunction with the Services but not included in the Service Plan, including, without limitation, integrations and applications created or developed by ivcardo or its Affiliates which will be governed by this Agreement unless ivcardo otherwise communicates a different agreement to You at the time of Your deployment of or access to the integration or application. For avoidance of doubt, none of the Services or any other product, service, feature or functionality that is expressly stated to be governed by any alternative license, agreement or terms shall be deemed an Associated Service.

Payment Agent: means a payment agent designated by Tech360 Mobility LLC.

Service(s): As defined in the MSA means the products and services that are ordered by You online through a link or via an Order Form referencing the MSA, whether on a trial or paid basis, and made available online by ivcardo, via the applicable login link and other web pages designated by ivcardo, including, individually and collectively, the applicable Software, updates, API, Documentation, and all applicable Associated Services that You have purchased or deployed ("Deployed Associated Services") that are provided under the MSA. "Services" exclude Third Party Services as that term is defined in this Agreement and Associated Services that are not provided under this Agreement. From time to time the names and descriptions of the Services or any individual Service may be changed. To the extent the End-User is given access to such Service as so described by virtue of a prior Order Form or other prior acceptance of the MSA, the MSA shall be deemed to apply to such Service as newly named or described.

Tech360: means Tech360 Mobility LLC with federal ID Number 84-2235193, a company based in Connecticut, USA, or any of its successors or assignees.

SUPPLEMENTAL TERMS AND CONDITIONS – (addendum) As described in the MSA (Master Services Agreement) these are the "Additional terms".

1. PAYMENTS

Payments are made by card stored securely by Stripe.com or other card payment gateway of our choosing and any charges are debited automatically. All charges will be billed through Tech360 in the US.

2. BILLING, PLAN MODIFICATIONS AND PAYMENTS

2.1 Unless otherwise indicated on an Order Form and subject to Section 2.2 of the MSA, all charges associated with Your access to and use of a Service ("The Charges") are due in full upon receipt of invoice. If You fail to pay The Charges or other charges indicated on any Order Form within ten (10) business days of Our notice to You

that payment is due or delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, Tech360 may suspend or terminate access to and use of such Service by You, Agents and End-Users.

2.2 No refunds or credits for The Charges or other fees or payments will be provided to You if You elect to downgrade Your Service Plan. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service as available to You under Your Account, and Tech360 does not accept any liability for such loss.

2.3 Unless otherwise stated, Tech360's charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). Tech360 will invoice You for such Taxes if Tech360 believe Tech360 has a legal obligation to do so and You agree to pay such Taxes if so invoiced.

2.4 If You pay by credit card or certain other payment instruments, the Services provide an interface for the Account owner to change credit card information (e.g. upon card renewal). The Account owner will receive a receipt upon each receipt of payment by the Payment Agent, or they may obtain a receipt from within the Services to track the status. You hereby authorize the Payment Agent to bill Your credit card or other payment instrument on a periodic basis in accordance with the terms of the Service Plan for the Services and for periodic Charges applicable to Deployed Associated Services, and You further agree to pay any Charges so incurred. If applicable, You hereby authorize Tech360 and the Payment Agent to charge Your credit card or other payment instrument. You agree to promptly update Your Account information with any changes (for example, a change in Your billing address or credit card expiration date) that may occur. The Payment Agent uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain or use Your billing information except to process Your credit card information for the Payment Agent.

2.5 Payments made by credit card, debit card or certain other payment instruments for the Service are billed and processed by Tech360's Payment Agent. To the extent the Payment Agent is not Tech360, the Payment Agent is acting solely as a billing and processing agent for and on behalf of Tech360 and shall not be construed to be providing the applicable Service.

2.6 Any user that mandates Tech360 to use an affiliate payment portal or compliance portal which charges Tech360 a subscription fee or a percentage of any uploaded invoice as a required cost of doing business, shall be invoiced by Tech360 for the cost of this fee.

3. CANCELLATION OR TERMINATION REFUNDS AND FEES

3.1 In the case of termination described in Section 10.1 of the MSA, unless otherwise provided for in an Order Form, the Charges applicable to Your Service for any such subsequent Term shall be Tech360's standard Charges for the Service Plan and Deployed Associated Services to which You have deployed, as applicable, as of the time such subsequent Term commences.

3.2 No refunds or credits for The Charges or other fees or payments will be provided to You if You elect to terminate the Service or cancel Your Account

3.3 If the Master Service Agreement (MSA) is terminated by iVcardo in accordance with Master Service Agreement (MSA) section 10.3, You will pay any unpaid fees covering the remainder of the Charges pursuant to all applicable Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Tech30 for the period prior to the effective date of termination.

3.3 Except for Your termination under Section 10.3 of the MSA, if You terminate the Service or cancel Your Account, or iVcardo effect such termination or cancellation pursuant to Sections 2, 10.2 and 10.3 of the MSA, in addition to other amounts You may owe Tech360, You must immediately pay any then unpaid Charges associated with the Service to Tech360. This amount will not be payable by You in the event You terminate the Service or cancel Your Account as a result of a material breach of the MSA by iVcardo, provided that You provide

advance notice of such breach to iVcardo and afford iVcardo not less than thirty (30) days to reasonably cure such breach as provided for in Section 10.3 herein.

4. PRODUCT AND SERVICE PROCESSING FEES

This section lays out the billing terms and line items, only the items you consume will appear on your invoice.

INVOICE DETAILS - Product & Service Processing Fees	
Web booking platforms for consumers and corporates - includes maintenance and regular updates, installed and configured FOC. Rates are applied to transaction value.	
Web booking plugin B2C, enables consumers to book directly on your website and make payment	1.5%
Web booking plugin B2C RAP (Ride Aggregation Platform) enables you to publish content and prices from you, or your affiliate network, and allow consumers to book local and global transportation directly on your website and make payment	4%
Web app plugin B2B, enables corporates to make bookings and raise invoices to those clients	1.5%
Mobile passenger booking app, includes maintenance and regular updates. Rates are applied to transaction value.	
White label passenger mobile app, or large tablet app for venues	1.5%
Passenger mobile app displays no availability to user when trying to book	\$ 0.10
Manual entering of bookings on our systems internal booking page credit packs purchased in advance	\$ 0.10 – 0.15
RideBridge™ Fees - Assigning and Accepting rides from/to Partners through the platform, subject to commercial agreement made between demand and supply partners. The below are suggested rates. Rates may vary depending on the relationship and can be viewed by visiting Admin Dashboard > Networking > Connected Partners. The rates displayed on that page will be charged at that rate and apply to the transaction value.	
Accepting ride from Partner, or subsidiary branch (first-love*), where sending partner pays all	0%
Accepting ride from Partner through API where sending partner does not have a commercial agreement and does not pay	Maximum 2.5%
Assigning a booking to an Affiliate	Maximum 1.5%
Assigning a booking to an Affiliate, or directly to a driver, in another country other than that of the registered business address, and / or booking country of origin	Maximum 1.5%
Being assigned a booking from any entity through our booking API	Maximum 1.5%
Publishing content (service types and prices) to external platforms, not including RAP above	Maximum 3%
*Please Note: - percentage charges can be applied in any split variation from the above options if agreed by all parties.	
*Forward allocation of rides from affiliate to affiliate will also attract a charge in line with those listed above.	
*When a ride is pushed between instances (demand and supply) with a zero value (0.00) we will apply a charge of \$1.00	
*First-Love - Affiliate introduced to iVcardo platform by partner/another entity, not an entity who has created their own instance.	

TECH360 MOBILITY LLC
4 SYCAMORE RD
NEWTOWN, CT 04670
UNITED STATES
Federal ID Number 84-2235193

MDA – Master Delivery Agreement

These General Conditions must be read in conjunction with Part A, and the Schedules and Appendices of this Agreement of which they form part.

This agreement only applies if we are enabling you to push content to distributed platforms, these are where your services are marketed, in your name, on external platforms, and where the buyer/booker is contracting directly with you.

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

“Administration Charges”	means any charge payable by Partner to Tech360 calculated in accordance with clause 6 of these General Conditions.
“Dispatch Time”	means a fixed time period as the minimum amount of time prior to the start of a Journey that, (i) the driver is assigned to a booking, and (ii) is en-route to the pickup address.
“Affiliate”	means a partner that Tech360 provides its ground transportation reservation services to via a range of solutions.
“Applicable Data Protection Law”	a Data Protection Act (“ GDPR ”) and any similar legislation in relation to privacy, data protection, e-Privacy and/or marketing in place in the Partners territory.
“JMF Fee”	means the Journey Management Fee payable by Partner to Tech360 in respect of each booking, where applicable.
“Demand Partner”	means ride owner, or ride data owner, normally held on another platform connected to the system through an API
“Distribution Fee”	means the fee payable by Partner to TECH360 in respect of each booking for connecting to Distributed platforms, calculated in accordance with clause 6 of these General Conditions.
“Tech360 Services”	means the services provided by Tech360 to Partner.
“Tech360’s Data”	means information regarding the Customers collected by Tech360 from any source other than Partner directly which would allow the Customers to be directly or indirectly identified.
“Cancellation”	means where the Customer has made a booking but does not then carry out the Journey.
“Cancellation Charges”	means the charges set out in part A of Schedule 4.
“Content”	means all text, graphic and image content, technology, products, tools, mobile applications, software, SDKs and/or APIs, and any associated documentation or materials, pricing data (including the Rates), Vehicle and Driver Details, and any other material or their derivatives owned or used by Partner from time to time in relation to its business (and/or such material owned or used by the Drivers) and made available by Partner to Tech360 for inclusion on Tech360’s website or

booking platform or any white label website or booking platform or in each case those of its Affiliate Partners.

“Contract Price”	means the gross amount paid by the Customer to Tech360 in respect of a booking together with any mandatory charges and / or fixed fees and Taxes properly chargeable thereon.
“Customers”	means the customers who wish to undertake a Journey in the Territory and have made a booking.
“Drivers”	means (i) in the case of Pre-booked: individuals employed or subcontracted by the Partner who will be driving (and / or controlling) the Vehicles on behalf of the Customers as part of the Journey comprised in the Transportation Services; and (ii) in the case of On-demand: the employee or third-party independent contractor individuals who have been approved by the Partner to provide the Journey comprised in the Transportation Services.
“Estimated Wait Time”	means the time which Partner estimates it will take a Driver and Vehicle to reach the pickup location, prior to a specific Driver being assigned. (Generally applicable only to On-demand bookings).
“Initial Driver ETA”	means the time in which Partner estimates it will take the Driver and Vehicle to reach the pickup location once a specific Driver has been assigned to that particular booking. (Generally applicable only to On-demand bookings).
“IP”	means patents, utility models, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights and all other intellectual property rights, and all similar or equivalent rights or forms of protection.
“Journey”	means collecting a Customer from the pickup location, and time designated, in the booking to the drop-off location designated in the booking.
“Net Amount”	means the amount Tech360 pays out to Partner after deducting the Tech360 Distribution Fee from the Contract Price. This is the Partner’s price as added to the system including and sales tax, if applicable.
“On-demand”	means bookings where the requested pickup time is within 30 minutes, on the condition that this feature is available and as agreed between the Parties.
“Partner Services”	means the services provided by you the Partner.
“Pickup Location”	means the location at which the Customer is due to meet the Driver at the Pickup Time in order to start the Journey.
“Pickup Time”	means the time at which the Customer is due to meet the Driver at the Pickup Location in order to start the Journey.
“Pre-booked”	means bookings where the requested pickup time is more than 30 minutes in the future.

“Rates”	means the rates (or in the case of On-demand the estimated metered rates as required) to be provided by Partner for the Journeys, which must include any and all mandatory Taxes, charges and/or fixed fees and subject always to applicable laws in the Territory.
“Request for Payment”	means Partner’s request for the Net Amount.
“Taxes”	means any national, governmental, provincial, state, municipal or local taxes, levies, imports, duties, (sur)charges, (fixed) fees and withholdings of any nature imposed by any governmental, fiscal or other authority
“Territory”	means (as applicable): (i) the countries in which Partner or any member of its corporate group provides the Partner Services from time to time; or (ii) for Pre-booked, the countries in which the Partner provides Transportation Services (which are available via the Partner Services) from time to time; or (iii) for On-demand, only those territories as may be agreed between the Parties in writing from time to time.
“Transportation Services”	means ground transportation services provided by the Partner via Drivers, consisting of Customers completing Journeys in Vehicles driven, operated or controlled by Drivers.
“SALES TAX”	means any value added tax or any other similar indirect taxes as may be levied in accordance with the law as determined by the Partners jurisdiction.
“Vehicles”	means the vehicles to be used by the Partner and/or Drivers in providing the Transportation Services.
“Vehicle and Driver Details”	means information about the Driver including the Driver’s first name, contact information (mobile telephone number), photo and location as well as the Vehicle’s make, color and license plate number without which the Partner could not successfully operate the Transportation Services.

2. PARTNER WARRANTIES AND UNDERTAKINGS

2.1. Partner warrants and undertakes that: -

- (a) it will provide TECH360 with the Rates and (for On-demand) the Estimated Wait Time and Initial Driver ETA (to the extent applicable);
- (b) it and/or Drivers will provide the Transportation Services at the Rates provided by Partner to TECH360 and in accordance with all applicable rules and regulations, industry guidelines and/or codes of practice;
- (c) it shall provide all relevant information to TECH360 to enable bookings to be completed, which information shall at all times be accurate, not misleading and compliant with all applicable rules and regulations, industry guidelines and/or codes of practice. In particular, fees and Taxes (including without limitation any that makeup the Rates) shall all be provided in a clear and accurate manner that TECH360 is able to pass on to Customers;
- (d) it and/or Drivers shall not make any changes to the Rates or any other terms after a booking has been made by the Customers, save that (except for any changes to Taxes comprised in the Rates or otherwise) such changes are permitted if required to do so by law and provided the Customers are notified of such changes as much notice as possible, as permitted by law, in writing;
- (e) it and/or Drivers have and will have all necessary registrations, permits, licenses and authorizations necessary for carrying out their business, providing the Partner Services and the Transportations Services, respectively, and complying with its obligations under this Agreement. TECH360 shall carry out appropriate checks on the Partner and/or Drivers as part of its onboarding process (as set out in Schedule 2) and on an ongoing basis;
- (f) once a booking has been accepted by Partner and/or Drivers, Partner shall provide TECH360 with the Vehicle and Driver Details;
- (g) it will establish and maintain good security practices in the selection and use of passwords for access to any system of TECH360, or third party technology providers (if applicable) and ensure all users follow those practices. Partner shall notify TECH360 immediately in the event that Partner's passwords are lost or stolen; and
- (h) it will not (nor attempt to) (and shall procure that the Drivers will not (nor attempt to) solicit, attract or persuade any Customer to contract directly or otherwise divert orders for ground transportation services (including but not limited to vehicle rental, taxi services or ticketed transport) from the Customers.

2.2. Furthermore, Partner shall: -

- (a) act in accordance with Schedule 3 of this Agreement and with TECH360's reasonable standard policies and procedures in force from time to time;
- (b) not disparage, bring into disrepute and/or speak detrimentally of TECH360 or any member of TECH360's corporate group, or cause and/or carry out any activities that may cause damage to TECH360's (or any member of TECH360's corporate group's) name, brand, reputation, goodwill, business or relationships with any third parties.
- (c) ensure that the Vehicle has the designated number of available seats and luggage space as specified in the booking for use by Customers and is comfortable, free of significant odors, in a good condition, clean, roadworthy, fully taxed and insured, and has the benefit of any vehicle safety certifications, or similar certifications, and that Partner can provide on reasonable notice details or copies of any relevant documentation to show TECH360 as it may request; and
- (d) in respect of Pre-booked bookings, in the event that the class or type of Vehicle booked by the Customer is not available, Partner shall provide the Customer with a higher class or type

of Vehicle(in the Customer's reasonable opinion) at the same rate and at no extra charge as the Vehicle class or type originally booked.

- (e) provide TECH360 with the best market Rates at the relevant time.
- (f) not charge or demand payment from the Customers in connection with the Transportation Services and will ensure that the Drivers also abide by the same.
- (g) provide TECH360 with Rates that allow the Customers to pre-pay all mandatory fees and Taxes associated with the Transportation Services.
- (h) maintain all books, records and reports as may be/have been required for the purposes of reporting, remittance or payment of any Taxes, for a period of seven (7) years following the completion of the Journey to which they relate. Partner shall provide to TECH360 on demand details and copies of any such books, record and reports.
- (i) procure that:
 - 1. Drivers (i) complete the booking as quickly and safely as possible and comply with all applicable rules and regulations, and (ii) listen to and respect the Customer's wishes regarding the environment within the Vehicle;
 - 2. Drivers and Vehicles specifically match any requirements specified in the booking in respect thereof including as to quality and service; and
 - 3. if the Vehicle breaks down or is involved in an accident during the Journey, the Driver should attempt to complete the Journey as soon as possible if it is safe and feasible to do so, or, alternatively, alternative means will be provided for the Customer to complete the Journey.

3. MUTUAL OBLIGATIONS

- 3.1. Both Parties agree to act: (i) in an ethical manner; (ii) in compliance with all applicable laws, statutes, regulations, industry guidelines and/or codes of practice; and (iii) using reasonable skill and care.

4. PAYMENT

- 4.1. The Distribution Fee payable by Partner shall be calculated in accordance with clause 5 below.
- 4.2. All Fees and payable under this Agreement shall be exclusive of Sales Tax. Where any supply by TECH360 under this Agreement is or becomes subject to SALES TAX and Partner is required to account for that SALES TAX to a tax authority, then Partner shall pay the relevant SALES TAX amount to TECH360 against delivery of a valid SALES TAX invoice. The SALES TAX treatment of any supply by TECH360 under this Agreement shall be determined in accordance with the local SALES TAX legislation in the relevant countries where such supply is deemed to be made for SALES TAX purposes.
- 4.3. Partner acknowledges that they shall be responsible for reporting, remittance, withholdings and payment to the relevant (tax) authorities (as applicable) of the relevant Taxes in relation to the Contract Price, the Journey and the Transportation Services (including the relevant Taxes not included in the Transportation Services).
- 4.4. On the last day of the month, the Partner will make a self-billing Request for Payment by adding a valid invoice number inside the platform which will generate a sales invoice to TECH360. TECH360 will remit the Net Amount to Partner's bank account within 14 days' following the receipt of the self-billing Request for Payment. All payments shall be in the currency of the Territory of the

Transportation Services unless otherwise agreed by the parties for territories other than Europe and US.

- 4.5. Request for Payment Net amounts under \$100 (or the equivalent in any currency) will be carried over until the \$100 threshold has been exceeded. If a period of 60 days after the Request for Payment has passed, and the Net amount is still under \$100, then payment will be made.
- 4.6. All Net Amounts due must be requested by a Request for Payment within twelve (12) months of the completion of the Journey ("Cut-Off Date"). Any amounts requested by Partner after this period will not be honored. If Partner fails to request the Net Amount or any portion thereof, on or prior to the Cut-off Date, then, from and after the Cut-off Date (i) Partner's rights and claims with respect to such amount shall automatically cease to exist and (ii) TECH360 shall have full right, title and interest in and to any such amount.

5. TECH360 DISTRIBUTION FEE

- 5.1. Subject to paragraph 5.2 below, TECH360 shall hold the amount(s) paid by the Customer in respect of the Contract Price (less any amount refunded to the Customer) referable to each booking and shall:
 - (a) be entitled to deduct and retain its TECH360 Distribution Fee from each Contract Price.
 - (b) account to Partner for the Net Amount.
- 5.2. In respect of each booking, TECH360 shall obtain optimum prices by recommending and setting the final Contract Price and the TECH360 Distribution Fee shall be calculated as follows:
 - (a) if the Contract Price ("X") is greater than the Rates ("Y") for that booking, the TECH360 Distribution Fee shall be an amount equal to X minus Y;
 - (b) if X is equal to Y, the TECH360 Distribution Fee shall be zero; and
 - (c) if X is less than Y in respect of that booking, the TECH360 Distribution Fee shall be zero and TECH360 agrees to account to Partner (by set-off or otherwise) for an amount equal to Y.

6. CANCELLATION AND ADMINISTRATION CHARGES

- 6.1. In the event of a Cancellation by TECH360 or Partner, Cancellation Charges shall apply as set out in part A of Schedule 4. In the event of a Cancellation by a Customer, TECH360 shall be entitled to levy an independent Cancellation Charge from the Customer in accordance with TECH360's cancellation policy.
- 6.2. TECH360 reserves the right to charge Administration Charges, deductible from the Net Amount due for all completed Journeys in the prior month in accordance with part B of Schedule 4 and the following:
 - (a) Administration Charges will be calculated on a monthly basis in arrears and the relevant charges will be deducted from the monthly payment due to Partner. TECH360 shall provide Partner with a monthly report detailing the calculation of the applicable Administration Charges to be deducted prior to the end of the month with respect to which such charges will be deducted.
 - (b) After the first 12 months of the Term, TECH360 shall have the right to modify part B of Schedule 4 at any time and any such modifications shall be notified in writing to Partner by TECH360 ("Modification Notification Date"). If Partner does not agree with the modifications, then it has the right to terminate this Agreement by providing three (3) months' written notice. During such notice period the existing arrangement as set out in part B of Schedule 4

shall continue to apply. Such notice to terminate pursuant to this clause must be given by Partner to TECH360 within 30 days of the Modification Notification Date, in default of which (by way of exception to clause 14.4 of Part B of this Agreement) the modifications shall be deemed accepted by Partner.

- 6.3. The Cancellation Charges and Administration Charges which may become due by Partner to TECH360 shall (unless otherwise specified) be deducted from billing on a monthly basis in arrears or covered by a separate invoice.

7. CUSTOMER AND THIRD-PARTY CONTACT

- 7.1. Partner shall, in principle, handle all Customer and third-party contact relating to Journeys, including contact relating to complaints, claims and disputes. However, further, it is noted that TECH360 is not obliged to fulfil monetary claims in any way arising from and/or relating to any booking and/or the Transportation Services.
- 7.2. Partner shall, as soon as reasonably practicable, provide to TECH360 all information (including Driver's contact information) and all assistance relating to the complaints, claims and/or disputes as mentioned in clause 7.1 and the relating Journey as requested by TECH360.
- 7.3. Partner shall (i) handle such complaint, claim or dispute in a professional manner, in accordance with industry standards and with at least the same level of care and skill it would handle other complaints, claims and disputes, (ii) provide TECH360 with updates regarding the handling of the complaint, claim or dispute as requested by TECH360, and (iii) and comply with any and all reasonable instructions from TECH360 regarding the handling of the complaint, dispute or claim (including instructions to transfer the handling of the complaint, claim or dispute back to TECH360).
- 7.4. If a Customer complains about any particular aspect of the Journey, TECH360 will withhold the release payment of the Net Amount to Partner for the booking related to that Journey until the complaint has been resolved to TECH360's reasonable satisfaction.

8. RATINGS AND REVIEWS

- 8.1. After receiving the Transportation Services, a Customer will be prompted to provide a rating of the Transportation Services provided, and, optionally, to provide a review, comment or feedback about such Partner Services ("Ratings and Reviews").
- 8.2. TECH360 may (i) use, share and display the Ratings and Reviews in any manner it so chooses, in connection with the business of TECH360, and (ii) edit and/or remove comments in the event that such comments (a) include obscenities or other objectionable content, b) any marketing or advertising material, i) and/or an individual's name or other personal information, or b) violate any privacy laws, other applicable laws or TECH360's content policies.
- 8.3. TECH360 reserves the right, at any time and at TECH360's sole discretion, to suspend and/or to exclude Partner from receiving bookings where ratings are below average and/or expectations.

9. TERMINATION

- 9.1. If TECH360 has reasonable grounds to believe that the Partner's or User's use of the Services, including the Account, may harm any third persons, TECH360 has the right to take adequate measures under its control to prevent, stop and eliminate the harm, where possible, in order to protect those third persons.
- 9.2. TECH360 has the right to suspend access to all or any part of the Service, including removing Content,

at any time for violation of this Agreement or to protect the integrity, operability, and security of the Service, effective immediately, with or without notice. Unless prohibited by law or legal process or to prevent imminent harm to the Service or any third party, TECH360 typically provides notice in the form of a banner or email on or before such suspension. TECH360 will, in its discretion and using good faith, tailor any suspension as needed to preserve the integrity, operability, and security of the Service.

- 9.3. On the termination of this Agreement (for whatever reason) the following provisions shall apply:
- (a) TECH360 may reallocate any bookings made in advance (if Pre-booked bookings were available); and
 - (b) Subject to clause (a) above, Partner shall honor any existing bookings and shall continue to provide the applicable Partner Services in respect of all bookings made prior to expiry or termination of the Agreement.
 - (c) Partner must stop using and prevent the further usage of the Services, including, without limitation.
 - (d) pay any amounts owed to TECH360 under these Terms; and
 - (e) discharge any liability incurred by the Partner before under these Terms prior to their termination.

10. INSURANCE

- 10.1. Throughout the Term and thereafter as required by law, Partner shall maintain in force, with a reputable insurance company, insurance in respect of its business activities within the Territory as required by applicable laws. Partner shall do nothing to invalidate any insurance policy or to prejudice TECH360's entitlement under it.
- 10.2. Partner shall maintain in force public liability insurance, vehicle insurance (covering damage and injury to or caused by Vehicles and the Drivers and passengers of Vehicles) and any other insurance that is required by law in the Territory in respect of the business activities, in each case with reputable insurance companies and with no less than the minimum amount of insurance cover required by law in the Territory or such other amount of cover as TECH360 may reasonably specify from time to time.
- 10.3. At TECH360's request, Partner shall provide TECH360 with copies of the insurance policies and/or insurance policy certificates and evidence that the premiums have been paid up to date.

11. LIABILITY AND INDEMNITY

- 11.1. Each Party hereby undertakes to indemnify, defend and hold harmless the other Party and to keep the other Party indemnified against all threats of or actual claims, demands, actions, proceedings, damages, losses, costs and expenses (including reasonable legal and other professional advisers' fees and disbursements) that are incurred by the indemnified Party arising directly from any infringement (or claimed infringement) by the indemnifying Party of any Intellectual Property Right of any third party (save where such infringement arises out of the use of any of the indemnified Party's trade marks or material originating from the indemnified Party).
- 11.2. Under no circumstances will either Party be liable to the other Party for any indirect or consequential losses, including but not limited to loss of profits, data, business, revenue, goodwill or anticipated savings, howsoever caused.
- 11.3. Notwithstanding the provisions of Clauses 12.1 and 12.2 above, and subject to the provisions of Clauses 12.4 - 12.6 each Party's total aggregate liability to the other Party under this Agreement in respect of all direct losses, liabilities or damage suffered or incurred by the other Party under or in connection with this Agreement (and whether the liability arises because of breach of contract, negligence, or for any other reason), shall not exceed the greater of

(i) 100% of the total annual amount of TECH360 Distribution Fee paid (excluding SALES TAX and/or any other applicable taxes, (sur)charges, (fixed) fees and/or levies) and payable to TECH360 by the Partner pursuant to this Agreement (or if such notification of claim arises during the first 12 months of the Term, then calculated by reference to such amount paid assuming that the full 12 month period had occurred calculated on a pro rata basis adjusted for TECH360's typical seasonality) or (ii) £10,000 (ten thousand pounds).

- 11.4. Any limitation of liability set out in this Agreement shall not apply so as to restrict either Party's liability for death or personal injury resulting from that Party's negligence or for fraud or fraudulent misrepresentation.
- 11.5. Tech360 and the Partner acknowledge and agree that each booking is made between the Partner (or Drivers) and the relevant Customer and that, the Tech360 will have no liability whatsoever vis-à-vis the Customer, the Partner and/or the other Party in respect of any costs, expenses, liabilities (including any liabilities for Taxes), injuries, direct, indirect and consequential loss, damages, claims, demands, proceedings and/or legal costs incurred or suffered by the Customer, the Partner and/or the other Party under or in connection with any booking and/or the Transportation Services. Should any Customer hold a Party liable in relation to any such costs, expenses, liabilities (including any liabilities for Taxes), injuries, direct, indirect and consequential loss, damages, claims, demands, proceedings and/or legal costs, then that Party shall inform that Customer that, he or she should direct his or her claim to the Driver and/or the Partner and if required this can be facilitated by the Partner as per clause 7.3 above.
- 11.6. Except as otherwise provided in this Agreement, each party provides its products and services hereunder on an "asis" and "as available" basis; each party and its licensors make no warranty that its products and services will be uninterrupted, secure, or error free, or that defects in its products and services will be corrected. Except as otherwise provided in this Agreement, each party and its licensors specifically disclaim, to the maximum extent permitted by applicable law, any and all representations or warranties.

12. FORCE MAJEURE

- 12.1. Force Majeure Event means any circumstance that is not within a Party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, armed conflict, imposition of embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, fire, explosion and interruption or failure of utility service.
- 12.2. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement provided such delay or failure results from a Force Majeure Event, and the affected Party:
- (a) notifies the other Party in writing as soon as reasonably practicable after the start of the Force Majeure Event of its occurrence; and
 - (b) uses reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 12.3. In such circumstances the affected Party shall be entitled to a reasonable extension of time for performing such obligations, and the corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the affected Party.
- 12.4. If the Force Majeure Event prevents, hinders or delays the affected Party's performance of its

obligations for a continuous period of more than 3 months and the parties are unable to agree a suitable extension time period, either Party may terminate this Agreement by giving 30 days written notice to the other Party.

13. GENERAL

- 13.1. This Agreement is enforceable only by the Parties and by their successors in title and permitted assigns.
- 13.2. All notices served under this Agreement shall be in writing, and notices to TECH360 shall be sent by email or first-class registered or recorded delivery post to the registered office address of the other Party (or such other address, as the relevant Party may notify to the other Party) marked for the attention of the relationship contact manager last notified to the Party serving notice.
- 13.3. Each Party warrants that it has full capacity and authority to enter in to and perform the obligations under the terms of this Agreement.
- 13.4. This Agreement supersedes all prior agreements, arrangements and undertakings between the Parties and constitutes the entire Agreement between the Parties relating to its subject matter. Any variation to the Agreement shall only be binding when agreed in writing and signed by both Parties.
- 13.5. Neither Party shall, without the prior written consent of the other Party, assign, transfer, charge, sub-contract or deal in any other manner with any of its rights or obligations under this Agreement. Except TECH360 may assign and/or subcontract to any member of its Group without consent.
- 13.6. Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.
- 13.7. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.
- 13.8. If any provision of this Agreement or any part thereof shall become or be declared illegal, invalid or unenforceable such provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the remainder of this Agreement shall continue in full force, provided that if any such deletion substantially affects the commercial basis of this Agreement the Parties shall negotiate in good faith to amend the terms and provisions of this Agreement as may be necessary in the circumstances.
- 13.9. The Parties shall comply with the data protection provisions set out in Schedule 5 of this Agreement.
- 13.10. Neither Party shall have any liability to the other Party under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement by acts, events, omissions or accidents beyond its reasonable control.
- 13.11. Each Party (including its employees, directors, officers, agents or other representatives) confirms that during the Term it shall:
 - (a) not directly or indirectly offer, promise or give to any third party, or seek, accept or get promised for itself or for another party, any gift, payment, reward, consideration or benefit of any kind which would or could be construed as bribery or an illegal or corrupt practice,
 - (b) comply with the U.S. Foreign Corrupt Practices Act, and such other applicable laws, statutes, regulations relating to anti-bribery, anti-tax evasion / facilitation of tax evasion and anti-corruption applying in the countries in which it has a place of business ("**anti-bribery/ anti-**

tax evasion / facilitation of tax evasion requirements”), and

- (c) put in place and maintain its own policies and procedures to ensure compliance with the relevant anti-bribery and anti-tax evasion / facilitation of tax evasion requirements and will enforce them where appropriate.

13.12. TECH360 is restricted from making the TECH360 Services available to and accepting payments from or making, processing or facilitating payments to a bank account (the “Bank Account”) that is not related to the jurisdiction where Partner is registered and / or the Partner Services are performed and (but in any event) insofar any of the following warranties is untrue. Partner hereby represents and warrants that (notwithstanding the jurisdiction of the Bank Account);

- (a) it holds and complies with all permits, licenses and other governmental licenses, permits and authorizations necessary for conducting, carrying out and continuing its operations and business (including holding and using of the Bank Account);
- (b) it is the holder of the Bank Account;
- (c) the payment and transfer to, through or from the Bank Account is at arm’s length and in accordance with all applicable laws, legislation, codes, regulations, ordinances and rules and not in violation of any applicable anti-money laundering, anti-corruption, anti-terrorists financing or anti-tax evasion (tax) law, treaty, regulation, code or legislation; and
- (d) the Bank Account is not (directly or indirectly) used for money laundering, terrorist financing, tax evasion, tax avoidance or other illegal activities.

14. INTELLECTUAL PROPERTY

14.1. Partner hereby grants to TECH360 a non-exclusive, worldwide and royalty-free license to use, reproduce, distribute, communicate, make available in any method and in any and all media, copy, display, and modify and adapt (only as required for the appearance in TECH360’s mobile app, mobile web, website (and/or other platforms of TECH360 or TECH360’s affiliates)) the Content and IP in the Content in relation to the provision of the TECH360 Services for the purposes of exercising TECH360’s rights and performing its obligations under this Agreement, together with the right to sub-license the same to its and their Affiliate Partners, affiliates, agents and sub-contractors. TECH360 shall be free to sub-license, make available, disclose and distribute the Content (including the relevant IP) to its third-party Affiliate Partners subject to the terms of the license granted herein above. In no event shall TECH360 be liable for any acts and omission on the part of any of its third-party Affiliate Partners.

14.2. Partner shall remain the owner of the Content and IP in the Content. Partner warrants that the receipt, use and onward supply of the Content (and IP in the Content) by TECH360 and its permitted sub-licensees shall not infringe the rights, including any IP rights, of any third party.

14.3. TECH360 shall remain the owner of its trademarks and any data (including TECH360 Data, the booking data and TECH360’s IP) which it provides to Partner. Partner shall not use IP owned or used by TECH360 without prior written approval. TECH360 warrants that the access and use of TECH360’s IP by Partner and its corporate group as permitted hereunder, shall not infringe the rights of any third party.

15. GOVERNING LAW AND JURISDICTION

15.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the Laws of the State of Connecticut. Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of Connecticut, County of Fairfield.

SCHEDULE 2: PARTNER AND / OR DRIVERS ONBOARDING PROCESS

1. PARTNER ONBOARDING PROCESS

Phase 1: validation of (i) Company registration documents and certificate of incorporation, (ii) operating licenses, (iii) Driver insurance certificates, and (iv) bank details.

2. PERIODIC CHECKS

TECH360 carries out checks every six months, to ensure Partner's compliance with the requirements of the including meeting the required QoS.

3. NON-COMPLIANCE

A Partner that at any time does not meet TECH360's requirements shall be removed from TECH360's network. Such removal may be temporary (e.g. for technical reasons) or permanent (e.g. in case of fraud, non-compliance to QoS standards, etc.).

SCHEDULE 3: OPERATING PROCEDURES

1. OPERATING HOURS

- 1.1. Partner and/or Assigned Driver must be contactable by telephone or chat at all times the Fleet/Drivers is providing the Transportation Services to Customers.

2. CUSTOMER PICK UP AND WAITING TIMES

- 2.1. Partner must ensure that the Vehicle and its Driver are on time for the start of the Journey (“**On Time**”) by arriving at the Pickup Location at the Pickup Time, accounting for any adjustments as per clauses 3 and 4 below.
- 2.2. TECH360 and Partner will agree specific meeting points for Pickup Locations at major travel hubs (airports, rail stations and ports).
- 2.3. The Driver must wait for the Customer at the Pickup Location for a period of time following the Pickup Time as described in clause 2.5 below (“**Minimum Waiting Period**”). If the Customer fails to arrive at the Pickup Location and the Driver has not been able to contact the Customer before the end of the Minimum Waiting Period, the Customer can be considered a “**Customer No-Show**”.
- 2.4. In the case of a “Customer No-Show”, Partner (and/or Driver) must contact TECH360 to communicate the situation (either via phone, or) and receive confirmation that they can consider the booking cancelled and “Stand Down” status applies, meaning the Driver may resume their normal working process.
- 2.5. Unless the Parties agree otherwise in writing, Minimum Waiting Periods apply as set out in the table below:

Type of booking	Type of Customer Collection	Minimum Waiting Period (after Pickup Time – including any adjustments as per clause 6.2 above and 8 below)
Pre-booked booking	Non-airport location	20 minutes
Pre-booked booking	Airport location	60 minutes (meet & greet pickup) 25 minutes (curbside pickup)

3. FLIGHT TRACKING AND OFFSETS

- 3.1. For Pre-booked bookings:
 - (a) If the Customer's applicable flight, train or boat to the Pickup Location is amended (e.g. if the Customer's flight is early or delayed), the Pickup Time should be adjusted to reflect the difference between the scheduled and the actual flight, train or boat arrival time, to ensure the Customer is able to complete their Journey to their Drop-off Location in good time. In addition, TECH360 and Partner may from time to time agree further adjustments to the Pickup Time to account for typical clearing times through certain airports (“Offsets”).
 - (b) The new Pickup Time, adjusted in accordance with clause 3.1(a), takes precedence over the original Pickup Time for all related bookings (and all references to Pickup Time shall be construed accordingly in such cases).
 - (c) It is Partner's responsibility to track such delays and/or early arrivals, and to account for agreed Offsets, making the necessary adjustments to ensure the Driver is at the Pickup Location On Time.

4. VEHICLE TRACKING

- 4.1. Partner agrees to use the driver app to perform every journey where the Partner does not have an integrated dispatch system. Tech360 requires no less 98% ride tracking across all bookings. This provides the traveler with a better experience, resulting in less service failures, and phone calls. Failure to provide ride tracking may result in suspension or penalties applied, these could be temporary suspension, or Administration Charges.

5. SPECIAL REQUESTS AND AMENDMENTS

- 5.1. The Driver should exercise due and reasonable consideration for minor requests and include these as part of the original booking without any additional charge.
- 5.2. Partner shall accept and comply with all amendments to a booking communicated by TECH360 in advance of the Pickup Time without any additional charge save that any major material amendments (as reasonably determined by TECH360) to a booking will be classed as a Cancellation and a new booking.

SCHEDULE 4: CANCELLATION CHARGES, ADMINISTRATION CHARGES, AND SERVICE LEVELS

Part A: CANCELLATION CHARGES

These Administration Charges are to ensure that customer bookings are being allocated to partners that can guarantee the rides will be completed. Administration Charges do not apply in the event of a Customer No-Shows which has been communicated to TECH360 by Partner and where TECH360 has agreed that “Stand Down” status applies.

Any Cancellations / Declines made by partners result in high costs for Demand Partners to attempt to re-allocate the booking to an alternative partner or result in a full cancellation for the customer. This is a poor experience for Demand Partner’s customers and so Partner Cancellations / Declines should only be made in very extreme circumstances outside Partner control.

- For Partner Cancellations / Declines between 24hrs-48hrs a 20% Administration Charge will apply
- For Partner Cancellations / Declines between 2hrs-24hrs a 120% Administration Charge will apply
- For Partner Cancellations / Declines within 2hrs a 170% Administration Charge will apply

Journey Type	Cancelling Party	Timing of Cancellation	Administration charges (as a % of the Net Rate for the applicable booking)	Paid by
Pre-booked	TECH360	More than the Dispatch Time prior to the Pickup Time	0%	n/a
Pre-booked	TECH360	Less than the Dispatch Time prior to the Pickup Time	100%	TECH360
Pre-booked	Partner	More than 24 hours in advance of the Pickup Time (“Hand-Backs”)	20%	Partner
Pre-booked	Partner	Less than 24 hours but more than 2 hours in advance of the Pickup Time (“Hand-Backs”)	120%	Partner
Pre-booked	Partner	2 hours or less in advance of the Pickup Time (“Hand-Backs”)	170%	Partner

Part B: ADMINISTRATION CHARGES

Journey Type	Desired service	Definition	Administration Charge (as %)
Pre-booked	On time Arrival	Driver no-show: Journeys where the Vehicle and its Driver do not turn up, or do not wait the full Minimum Waiting Period after the Pickup Time at the Pickup Location, accounting for Offsets if applicable	170% of the Net Rate for the applicable booking
		Driver delay: Journeys where the Vehicle and its Driver are not present at the Pickup Location at the Pickup Time, accounting for Offsets if applicable	75% of the Net Rate for the applicable booking
All journeys	Correct service provision	<p>Incorrect service: Journeys where the Service provided does not match what was booked by the customer including but not limited to:</p> <ul style="list-style-type: none"> a) the Vehicle sent is a downgrade and does not match the class specified in the booking b) the Vehicle is dirty, uncomfortable or has significant odor such as smoke c) the Vehicle does not have the number of available seats and luggage space as specified in the booking for use by the Customers d) Missing extras (if agreed) e) Customer complaint upheld or customer claim granted 	35% of the Net Rate for the applicable booking

SCHEDULE 5: DATA PROTECTION

1. TECH360 DATA PROTECTION LAWS

- 1.1. Each Party warrants that it will duly observe all its obligations under the Applicable Data Protection Law, and any similar legislation in force in the country in which that Party has its head office from time to time and, in the case of the Partner, also the legislation in force in relation to privacy, data protection and any other relevant laws in the Territory (as applicable).
- 1.2. Each Party hereby warrants that it will obtain, and at all times maintain, any notifications required under any applicable data protection legislation as are appropriate to the performance of its obligations under this Agreement.
- 1.3. The Parties acknowledge and agree that for the purposes of this Agreement and the Applicable Data Protection Law:
 - (a) the terms Personal Data, Data Controller, Data Subject, Process/Processes/Processed/Processing and Supervisory Authority shall have the meanings set out in the Applicable Data Protection Law; and
 - (b) the term Driver Data shall mean the personal data of drivers providing the ground transportation services to Customers; and
 - (c) upon receipt of the Driver Data, TECH360 shall act as an independent Data Controller of such Driver Data; and
 - (d) TECH360 is the Data Controller of TECH360 Data; and
 - (e) upon receipt of the TECH360 Data, Partner shall act as an independent Data Controller of such TECH360 Data and shall be solely responsible for the Processing of the TECH360 Data.

2. TECH360 DATA

2.1 To the extent permitted by the Applicable Data Protection Law and subject to the conditions, warranties, and undertakings set out below, TECH360 shall provide the Partner with the following data regarding a Customer for the purposes of fulfilling a contract with the customer for purchase of ground transportation and related services including but not limited to customer service assistance:

- 2.1.1 First name and last name.
 - 2.1.2 Telephone number.
 - 2.1.3 Pick up location, date and time.
 - 2.1.4 Drop off location.
 - 2.1.5 Booking reference number; and
 - 2.1.6 any other data that would constitute Personal Data provided to the Partner by TECH360 in connection with the Agreement (“**TECH360 Data**”).
- 2.2 For the avoidance of doubt TECH360 Data does not include any data provided to the Partner or Drivers by a Customer directly.
- 2.3 The Partner understands and acknowledges that TECH360 is entitled to cease disclosing or making the TECH360 Data available at any time and at its sole discretion. The Partner understands and agrees that the TECH360 Data is provided on an as is basis and that TECH360 cannot make any express or implied warranty or representation concerning the accuracy, completeness or usability of the TECH360 Data. TECH360 therefore cannot be held liable for the TECH360 Data.

3. PARTNER OBLIGATIONS

3.1. The Partner understands and acknowledges that the TECH360 Data contains the Personal Data of Customers and therefore, the Partner hereby agrees, warrants, covenants and undertakes the following:

- (a) To Process the TECH360 Data only to the extent, and in such a manner, as is necessary for the purposes of the Agreement and in compliance with Applicable Data Protection Law.
- (b) That the TECH360 Data will not be used for any commercial, promotional or marketing purposes, including but not limited to, the Partner shall not (i) use the TECH360 Data to send (directly or indirectly) any unsolicited email or make any unsolicited calls or (ii) use it for any purpose, save as set out otherwise in the Agreement.
- (c) That it shall use commercially reasonable efforts, including implementing appropriate technical and organizational security measures, to safeguard and maintain the confidentiality and secrecy of the TECH360 Data and to protect it against unauthorized access, unauthorized or unlawful Processing, loss, damage or destruction.
- (d) That it will establish and maintain good security practices in the selection and use of passwords on TECH360's systems and ensure that all users follow those practices. The Partner shall notify TECH360 immediately in the event that the Partner's passwords to TECH360's systems are lost or stolen.
- (e) That it shall cooperate with, and provide all reasonable assistance to TECH360 in the event (i) a Customer wishes to exercise their rights of access, rectification, erasure, restriction of Processing, data portability, objection to Processing or avoiding automated individual decision making, including profiling, (ii) TECH360 is required to demonstrate compliance with its obligations and requires information or cooperation from the Partner or
- (iii) of any legally binding request for disclosure of the TECH360 Data by any government authority (including any data protection agency, law enforcement agency or other regulatory authority) or requests from competent regulators, unless otherwise legally prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.
- (f) That access to the TECH360 Data will be limited solely to those of its employees, agents, sub processors and consultants ("Permitted Persons") who require access to the TECH360 Data as strictly necessary for the purpose of performing the Partner Services under the Agreement, and that it shall at all times remain responsible and fully liable for the failure of any Permitted Persons to comply with the Applicable Data Protection Law and the terms of this Agreement.
- (g) To ensure that all Permitted Persons (i) are informed of the confidential nature of the TECH360 Data, (ii) have been provided with appropriate written instructions on data protection principles and handling the TECH360 Data; (iii) safeguard and maintain the confidentiality and secrecy of the TECH360 Data; and (iv) are aware that they will be bound by the same obligations imposed on the Partner under this Agreement and the Applicable Protection Data Law.
- (h) To use prudent and diligent methods to ensure that all Permitted Persons (i) do not copy, publish, transmit, sell, disseminate, reproduce, divulge, disclose or make the TECH360 Data available to any unauthorized third party; (ii) do not use or store TECH360 Data in an unprotected retrieval system or database; (iii) promptly destroy all TECH360 Data and any copies thereof (including hard and soft copies) as required by the Applicable Data Law; and (iv) monitor, enforce and be responsible for the Permitted Persons' compliance with this clause.
- (i) That in the event that (i) any TECH360 Data is disclosed by the Partner (including its Permitted Persons), in breach of this Agreement or Applicable Data Protection Law; or (ii) the Partner (including

Permitted Persons) discovers, is notified of unauthorized access, unauthorized or unlawful Processing, any, loss of, damage to or destruction of the TECH360 Data ("Security Breach"), the Partner will promptly notify TECH360 in writing of any such Security Breach, cooperate in the investigation of the Security Breach, and take all measures to end such Security Breach. In the event of a Security Breach the Partner shall, at its own expense, carry out any and all remediation actions required by Applicable Data Protection Law.

(j) That if it receives any complaint, notice or communication which relates directly or indirectly to the Processing of the TECH360 Data or to either Party's compliance with Applicable Data Protection Law and the data protection principles set out therein, it shall promptly notify TECH360 in writing and it shall provide TECH360 with full co-operation and assistance in relation to any such complaint, notice or communication.

3.2. If the Partner is established outside of the UK, EEA or in a country that is not recognized by the European Commission as providing an adequate level of protection, the Parties hereby agree that the Standard Contractual Clauses for the transfer of personal data from the Community to third countries (controller to controller transfers) pursuant to European Commission Decision C(2004)5721, without modification or optional clauses ("SCCs") shall apply to the transfer of personal data from TECH360 to the Partner and the following terms apply:

- (a) the SCCs are incorporated herein by reference; and
- (b) the Parties hereby agree that the SCCs shall automatically be replaced by any successor or replacement standard contractual clauses as approved European Commission; and
- (c) the TECH360 is the Data Exporter of the TECH360 Data and the Partner is the Data Importer of the TECH360 Data for the purposes of the SCCs; and
- (d) the names and addresses of the Data Exporter and Data Importer shall be considered to be incorporated into the SCCs; and
- (e) For the purposes of clause II(h) of the SCCs, option (iii) shall apply; and
- (f) Schedule 5.1 and Schedule 5.2 shall be deemed to be Annex A and Annex B to the SCCs for this purpose; and
- (g) if needed by a supervisory authority or by law, the Parties will cooperate and sign the SCCs separately; and
- (h) each Party's signature to this Agreement shall be considered as signature to the SCCs and the acceptance of paragraphs (i) – (vii) above.

3.3. To the extent permitted by Applicable Data Protection Law, the Partner may use the TECH360 Data further as strictly necessary for its own compliance, legal and security purposes.

3.4. Nothing in this Schedule 5 shall relieve Partner of its own direct responsibilities and liabilities under the Applicable Data Protection Law.

3.5. Partner acknowledges that remedies at law may be inadequate to protect TECH360 against any breach of this Schedule 5 and without prejudice to any other rights and remedies otherwise available to TECH360 (in law, contract or otherwise), Partner agrees to the granting of injunctive relief without proof of actual damages.

3.6. Communications relating to bookings, including live chats, emails and screens may be recorded for monitoring and training purposes.

3.7. TECH360 warrants that it shall only process Driver Data for the purpose of this Agreement and that Driver Data will not be used for any commercial, promotional or marketing purposes.

TECH360 MOBILITY LLC

4 SYCAMORE RD

NEWTOWN, CT 04670

UNITED STATES

Federal ID Number 84-2235193