

Application for Transportation Network Service License

THIS APPLICATION IS TO BE USED WHEN PROVIDING TRANSPORTATION FOR COMPENSATION BETWEEN POINTS IN PENNSYLVANIA USING A DIGITAL NETWORK TO FACILITATE PREARRANGED RIDES.

DATE OF DEPOSIT

1. **Legal Name of Applicant** (Individual, Partnership or Corporation)

APR 24 2023

UZURV HOLDINGS, INC

- If you are an individual who has not formed any type of corporate entity, you should enter your name **as it will appear on your insurance documents**.
- If you are filing for a partnership, but **not a limited liability partnership**, the names of all partners must be entered on this line. Those names should be entered **as they will appear on your insurance documents**. This includes husbands and wives filing jointly.
- If you are filing for a corporate entity (corporation, limited liability company, or limited liability partnership), **even if you are the sole shareholder member**, you must enter the name **exactly as it appears on the registration papers from the Corporation Bureau of the Pennsylvania Department of State**.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

2. **Trade Name** (Attach a copy of fictitious name registration if applicable)

This is any name which you will be operating under which differs from the **LEGAL NAME OF APPLICANT**. A **TRADE NAME** is considered a **FICTITIOUS NAME** if the identity of the applicant cannot be readily determined. *EXAMPLE: John Doe is the applicant and wants to use the name "Johnboy Trucking" as his trade name. People cannot readily determine that John Doe is the actual operator; therefore, the name is fictitious and must be registered as such. Trade names such as "John Doe Trucking" or "J. Doe Trucking" are not considered fictitious and would not have to be registered.*

3. **Applicant is:**

- Sole Proprietor
- Partnership
- Limited Partnership (Provide list of partners and copy of Certificate of Limited Partnership)
- Limited Liability Partnership (Provide list of partners and copy of Statement of Registration)
- Limited Liability Company (Provide list of members and copy of Certificate of Organization)
- Corporation (Provide list of shareholders, distribution of shares, officers, and copy of Articles of Incorporation)
- Foreign Association not formed in PA (Provide copy of Foreign Registration Statement)

4. **Registration with the Department of State** - The applicant certifies that the TNC is registered with the Pennsylvania Department of State to do business in the Commonwealth. Please provide a copy of the TNC applicant's registration with this application.

5. **Please check Applicant's PUC status:**

- Does not now, nor never has had PUC Authority
 Does not now, but has previously held PUC Authority at A- _____
 Holds current PUC Authority at A- _____

6. **Dual Motor Carrier** - Please indicate whether the Applicant is a call demand carrier.

- The Applicant WILL BE operating as a Dual Motor Carrier.
 The Applicant WILL NOT BE operating as a Dual Motor Carrier

7. **Mailing Address**

413 STUART CIRCLE, STE 100
Street Address
RICHMOND, VA, 23220 RICHMOND
City, State and Zip Code County
804-621-7016 COMPLIANCE@UZURV.COM
Telephone Number E-mail Address

This is the e-mail address to which the Commission will send all official documents issued by the Commission until further notice.

8. **Physical Address** (If different than mailing address. Do not use a post office box.)

Street Address

City, State and Zip Code County

Telephone Number E-mail Address

The address entered here should reflect the actual location of the business. This is the address the Commission needs in order to dispatch Enforcement Officers to inspect equipment. If left blank, it will be assumed that the **PHYSICAL ADDRESS** is the same as the **MAILING ADDRESS**

9. **Website**

www.uzurv.com
Website Address

The applicant certifies that it will establish and maintain a website that complies with Chapter 26.

10. **Registered Agent**

Registered Agent Inc	
Agent's Name	
502 W 7th ST, STE 100	
Street Address	
Erie, PA 16502	
City, State and Zip Code	County
(615) 345-6368	agent@tennesseeregisteredagent.com
Telephone Number	E-mail Address

11. **Attorney** (if applicable)

Attorney's Name & Telephone Number for this Filing	
Attorney's Address	E-mail Address

An attorney's name should only be entered if an attorney is filing the application for a client and the application is being sent under the attorney's cover letter.

12. **Affiliated Interests** – List the applicant's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.

None

13. **General Description of Nature and Scope of Business** - Provide a general description of the nature and scope of the proposed TNC service to be offered, including the company's business model, the use of independent drivers or employee drivers, the use of driver-owned vehicles or company-owned vehicles, the names and roles of any affiliates involved in providing the service, and other relevant features of the proposed TNC service.

ATTACHMENT A

DATE OF DEPOSIT
APR 24 2023
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

14. **Driver Standards** -- Please explain: ATTACHMENT B
- a. Your standards for drivers;
 - b. Your system for ensuring compliance with criminal background and license check requirements;
 - c. Your driver training program;
 - d. Your policy regarding alcohol and drug use by your drivers;
 - e. How your policy or your written policy will ensure that drivers have the necessary insurance coverage;
 - f. How your policy or your written policy will ensure your drivers will continuously comply with all requirements under Chapter 26, including providing service to people with disabilities;
 - g. How your policy or your written policy will ensure your drivers will be informed of nondiscrimination policies.

15. **Vehicle Safety Program** – Please explain: ATTACHMENT C
- a. How your policy or your written policy will ensure that vehicles will continuously comply with Pennsylvania’s equipment standards (67 Pa. Code, Chapter 175) and Chapter 26.
 - b. Plans for ensuring that vehicles which no longer meet vehicle age and/or vehicle mileage standards shall be replaced in a timely fashion.
 - c. How your policy or your written policy will ensure vehicles engaged in TNC service display their respective TNC placard in accordance with Chapter 26.

16. **Autonomous Vehicle Safety** – Please certify that all autonomous vehicles and their operation in TNC service comply with all applicable PennDOT regulations.

NOT APPLICABLE

The certification must be signed here by the applicant appearing on Line 1 by the named individual, all partners if a partnership, a member (if a limited liability company), or by the President or Officer (if a corporation)

17. **Customer Service Standards** – Please describe your customer service standards. Within your description, please explain: ATTACHMENT D

- a. Your plan to inform customers of how to file complaints with the PUC;
- b. Your intended customer complaint resolution procedure.

18. **Insurance** – Describe steps you have taken to obtain liability insurance coverage for your business. Upon tentative approval of the application, you will be required to have an acceptable Form E certificate of insurance filed by the insurance carrier. Note: An acceptable Form E certificate may be filed at the time of filing the application. ATTACHMENT E

19. **Financial Data** –You must submit documentation as evidence of your current financial position.

ATTACHMENT F

20. **Certification:**

Applicant certifies that it is not now engaged in unauthorized intrastate transportation for compensation between points in Pennsylvania and will not engage in said transportation unless and until authorization is received from the Pennsylvania Public Utility Commission.

Applicant further certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance and that it may be subject to civil penalties, suspension or cancellation of the License for failure to comply with Commission requirements. **TNC applicant certifies that it will comply with all of the requirements under Chapter 26.** (Act 164 of 2016)

Applicant further certifies that it understands that it is subject to an annual assessment based upon its reported annual gross Pennsylvania intrastate receipts derived from all fares charged to customers for the provision of TNC service. Applicant acknowledges that failure to report revenue and pay its annual assessment may result in civil penalties, suspension or cancellation of the certificate.

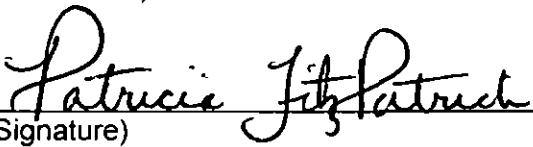
Verification of Application

I/We hereby state that the statement(s) made in this application is/are true and correct to the best of my/our knowledge and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

PATRICIA FITZPATRICK, VP BUSINESS AFFAIRS

(Print Name)



(Signature)

4-24-2023

(Date)

The verification of the application must be completed by the applicant appearing on Line 1 by the named individual, all partners if a partnership, a member (if a limited liability company), or by the President or Officer (if a corporation).

DATE OF DEPOSIT
APR 24 2023
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



0003629193



COMMONWEALTH OF PENNSYLVANIA
 Department of State
 Bureau of Corporations and Charitable Organizations
 PO Box 8722
 Harrisburg, Pennsylvania 17105-8722
FOREIGN REGISTRATION STATEMENT
 Fee: \$250

Pennsylvania Department of State
-FILED-
 File #: 0003629193
 Date Filed: 1/27/2023

B0521-9425 01/27/2023 3:14 PM Received by Pennsylvania Department of State

DSCB:15- 412 (rev. 2/2017)

In compliance with the requirements of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

Foreign Business Type Filing type	Foreign Business Corporation	
Association Name The full and proper name of the foreign association as registered in its jurisdiction of formation is	UZURV HOLDINGS, INC.	
Business name in Pennsylvania	UZURV HOLDINGS, INC.	
Effective Date The filing shall be effective when filed with the Department of State		
Additional Information Jurisdiction of Formation Select one of the following	DELAWARE The association may not have series.	
The street address of the association's principal office. Principal Office Address	502 W 7TH ST STE 100 ERIE, PA 16502-1333	
The mailing address of the association's principal office. Mailing Address	413 STUART CIR STE 100 RICHMOND, VA 23220-3741	
Home Jurisdiction Addresses Select one	The association's home jurisdiction does not require the association to maintain a street and mailing address in that jurisdiction.	
Registered Office The name of the commercial registered office provider and the county of venue is Registered Agents Inc Commercial Registered Office Provider Venue and Publication County	ERIE	
Additional provisions, if any Additional provisions		
Electronic Signature IN TESTIMONY WHEREOF, the above-named association has caused this Foreign Registration Statement to be signed by a duly authorized representative		
Full Name	Title	Date
Robin Jones	Authorized Representative	01/27/2023

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Attachment A

General Description of Nature and Scope of Business

Provide a general description of the nature and scope of the proposed TNC service to be offered, including the company's business model, the use of independent drivers or employee drivers, the use of driver-owned vehicles or company-owned vehicles, the names and roles of any affiliates involved in providing the service, and other relevant features of the proposed TNC service.



General Description of Nature and Scope of Business

Nature and Scope of TNC Service

UZURV is a technology company that has developed an online application that matches riders interested in procuring transportation to independent driver partners who are interested in providing pre-arranged transportation services using their personal vehicles (vehicles are owned by the independent contractor drivers).

UZURV Drivers are independent contractors who are vetted and trained as described below, in order to provide transportation services to riders in a safe manner and without discrimination based on ability or disability.

Our technology is specifically built to be accessible to all riders including those who are blind, visually impaired, deaf and hard of hearing. Our rider app is WCAG level 2 certified. Currently we are licensed and operating in AZ, CA, FL, the city of Chicago, IL, IN, GA, MA, MD, NC, NV, OH, the city of Portland, OR, SC, TN, and VA.

Attachment B

Driver Standards

Please explain:

- a. Your standards for drivers;
- b. Your system for ensuring compliance with criminal background and license check requirements;
- c. Your driver training program;
- d. Your policy regarding alcohol and drug use by your drivers;
- e. How your policy or your written policy will ensure that drivers have the necessary insurance coverage;
- f. How your policy or your written policy will ensure your drivers will continuously comply with all requirements under Chapter 26, including providing service to people with disabilities;
- g. How your policy or your written policy will ensure your drivers will be informed of nondiscrimination policies.

TNP Driver Onboarding and Background Check Process

Driver Compliance

Following are minimum requirements we have established for drivers to meet before they are approved to be connected to potential passengers on our digital platform:

1. Must provide: name, address, age, SSN
2. Must be at least 21 years old
3. Must provide a Valid Driver License
4. Must provide proof of Valid Vehicle Insurance which meets State Requirements
5. Must provide valid vehicle registration
6. Must provide valid vehicle inspection certificate
7. Must Provide vehicle photo and full vehicle description (make, model, age, VIN)
8. Must pass a comprehensive Criminal Background and Motor Vehicle Record check
9. Additionally, in Pennsylvania drivers are required to:
 - a. Complete a driver training program that includes safety and driving requirements while logged on to the UZURV Platform and providing a prearranged ride as well as information related to providing service to people with disabilities. Drivers are required to successfully complete the entire training program.
 - b. UZURV driver applicants must affirm with a digital signature that they understand and comply with the following:
 - i. That the driver is the owner or authorized user of the vehicle and has received all of the disclosures required by section 2603.2.
 - ii. That the driver has notified the driver's personal insurance company or policyholder that the driver will be using the vehicle to provide transportation network services to the public for compensation.
 - iii. If the driver will not be using a vehicle owned by the driver, that the driver has notified the owner of the vehicle.
 - iv. That the driver has received notification of all requirements and has complied with those requirements.

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In addition, UZURV drivers are required to review and electronically sign our **Partner Agreement and Terms of Service** as a condition of contracting with UZURV. These documents are stored in our Driver Onboarding and Tracking System (DOTS) as part of the drivers' profile. The terms of service and partner agreement documents are included in this application submission.

UZURV Safety and Compliance

Driver On-Boarding

Applicants who wish to drive on the UZURV Platform will go through a screening and onboarding process that is managed by our proprietary Driver Onboarding and Tracking System (DOTS) and is overseen by our driver onboarding team. Drivers will download the UZURV Drive App and follow the step by step process to completion. Please click [here](#) to see a video demo of the Driver app Onboarding process.

Our Driver Onboarding team reviews every candidate driver's new documents or screenings for compliance. Examples of documents would include vehicle registration, vehicle photo, required inspection, insurance documents, photo of the driver, and his/her driving license and auto insurance.

We review these documents to confirm the driver's identification. When we view the Driver's License, for example, by clicking "View" (see screenshot below) it will open up the driver's license image. This first screenshot (1) displays a driver that has just begun submitting information - you'll notice that some are red for "Rejected" or "Missing". We review to confirm that the driver's identification matches the photo of the driver on file, has the correct name, dates and that the license type is

THE ADAPTIVE TRANSPORTATION NETWORK COMPANY

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Document Name	Upload Date	Status	Action
Driver License	Apr 11, 2022 10:00 PM	Approved	Approved
Health Insurance	Apr 11, 2022 10:00 AM	Approved	Approved
PI - 101-20-001	Apr 11, 2022 10:00 PM	Approved	Approved
US Citizenship or US Birth Certificate	Apr 11, 2022 10:00 PM	Approved	Approved
Vehicle Registration	Apr 11, 2022 10:00 PM	Approved	Approved
Vehicle Insurance	Apr 11, 2022 10:00 PM	Approved	Approved
US State Vehicle Registration Form	-	-	-

The second screenshot shows what we require for a completed driver candidate who is waiting for final review.

Document Name	Upload Date	Status	Action
Driver License	Apr 11, 2022 10:00 PM	Approved	Approved
Health Insurance	Apr 11, 2022 10:00 AM	Approved	Approved
PI - 101-20-001	Apr 11, 2022 10:00 PM	Approved	Approved
US Citizenship or US Birth Certificate	Apr 11, 2022 10:00 PM	Approved	Approved
Vehicle Registration	Apr 11, 2022 10:00 PM	Approved	Approved
Vehicle Insurance	Apr 11, 2022 10:00 PM	Approved	Approved
US State Vehicle Registration Form	May 11, 2022 10:00 AM	Approved	Approved

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The DOTS system is highly-configurable, allowing us to layer compliance requirements that are specific to each State, Organization, and Transit Program. For all markets, Drivers must pass required criminal background checks, motor vehicle records (MVR) check, and Sex Offender Registry search. We use CheckR to perform criminal background and Sex Registry checks, and Samba Safety to perform MVR checks. Once approved and onboarded, every active driver is subject to continuous monitoring through Samba and CheckR.

Continuing Compliance

When a driver completes all the onboarding steps successfully, our DOTS platform oversees continuing compliance. Several times each day, DOTS reviews driver documents, signatures, certifications, drug tests, and MVR and criminal screenings against any state, or other requirements. Expiring or expired compliance criteria trigger compliance alerts in the System, and Drivers who do not meet current program requirements are automatically and immediately suspended.

In addition, in partnership with Samba Safety, UZURV continuously monitors all drivers Motor Vehicle Records and suspends any drivers with driving violations over the minimum requirements. Compliance Violations records are stored in DOTS and available via the reporting system to support audit requests.

Driver Background Check – via 3rd Party Vendor

CheckR Criminal Screening:

CheckR contact information: <https://checkr.com/>

Christina McCartney - Mid Market Customer Success Manager
402-262-4262 Christina.mccartney@checkr.com

Melissa Rivera - Implementation Manager
melissa.rivera@checkr.com

CheckR provides Criminal background screening services for UZURV pursuant to a term contract with CheckR. CheckR is accredited by the National Association of Professional Background Screeners.

The background checks conducted for UZURV search the following sources:

- Social Security Number Trace (“SSN Trace”)
- Enhanced Nationwide Criminal Search
- The National Sex Offender Public Website
- County Criminal Records
- Federal Criminal Records

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CheckR commences the criminal background check by searching an SSN "Trace" database. Using the name, date of birth, and Social Security Number provided by the applicant, this search develops an address history drawn from public and private sources. These addresses are used to launch primary source searches for felonies and misdemeanors at the county level courts.

In addition to the county-level search, CheckR also queries a multi-jurisdictional database (Enhanced Nationwide) as a pointer to find additional leads for other counties in which to search. CheckR searches federal criminal records in those federal districts where the applicant has an associated address. CheckR searches the National Sex Offender Public Website, which queries hundreds of sex offender data sources across millions of records at the state, county, and corrections level.

Following are the minimum criteria on Criminal Background Check that will **disqualify** driver applicants from the UZURV Platform:

Within seven (7) years of the date of application the driver has had bail forfeiture, conviction, or other final adverse finding for crimes pertaining to:

- Felony conviction,
- driving under the influence of alcohol or controlled substances while operating a vehicle

Within ten (10) years of the date of application the driver has had a bail forfeiture, conviction or other final adverse finding involving crimes pertaining to:

- Use of a motor vehicle to commit a felony,
- Burglary or robbery

Indefinitely from the date of application the driver:

- Is required to register as a sex offender
- Committed a sexual offense under 42 Pa.C.S. § 9799.14(c) or (d)
- Committed a crime of violence as defined in 18 Pa.C.S. § 5702
- Committed an act of terror

SambaSafety MVR Screening

Samba contact information: <https://sambasafety.com/>

Beth West: Bwest@sambasafety.com

Tyler Rife: trife@sambasafety.com Ph: 720-773-2473

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Pursuant to a contract to provide Motor Vehicle Record (MVR) screening for UZURV, SambaSafety runs an initial driving record search for each driver to confirm valid driving credentials and find associated driving violations. If a driver is successfully onboarded, SambaSafety will maintain a continuous monitoring of each driver and alert UZURV of any change in their record for continuous screening.

Following are the minimum criteria on MVR screening that will **disqualify** driver applicants from the UZURV Platform:

- Within three (3) years of the date of application the driver has had three moving violations
- Within three (3) years of the date of application the driver has had a major violation

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UZURV Driver Core Credentials

During initial onboarding and prior to being placed on the UZURV platform, all independent drivers are required to complete the following core credentialing via the UZURV360 application.

UZURV's credentialing process is a core competency of our organization and technology, and the process and content of credentialing is constantly reviewed and optimized. Current core credentialing includes the following at a minimum:

- I. **Overview of the UZURV Credentialing process**
 - A. The requirements
 - B. Your obligations as a driver
- II. **UZURV Introduction: Providing a Higher Level of Care**
 - A. Serving elderly riders and riders with disabilities
 - B. What it means to be a UZURV driver
 - C. Driver expectations for timeliness and service
 - D. Who are UZURV riders
- III. **COVID-19: Safety, procedures, and best practices (currently assigned to all programs)**
- IV. **ADA Law and Requirements of Service**
 - A. ADA Etiquette
 - B. Visible vs. Hidden or Invisible Disabilities
 - C. What are Visible Disabilities?
 1. Assisting People with Physical Disabilities: Safety for Loading Passengers
 2. Assisting Riders with Mobility Aids
 3. Assisting Riders with Oxygen Tanks
 4. Assisting Riders with Amputations
 5. Spinal Cord Injuries
 6. Assisting / Communicating with People who are Visually Impaired
 - D. What are Hidden Disabilities?
 1. Intellectual Disabilities
 2. Alzheimer's Disease
 3. Autism
 - E. Customer Service and Communicating with People with Disabilities
 1. Communicating with People with Hearing Disabilities
 2. Communicating with People with Intellectual and Developmental Disabilities
 3. Communicating with People with Speech Impediments
 4. Customer Policies
 - F. Service Animals
 1. What is a Service Animal?

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2. What does a Driver need to do to prepare for a service animal?
 3. What is different about UZURV when it comes to Service Animals?
- G. *Myths and Facts about People with Disabilities*
- V. **Vehicle Operations and Defensive Driving**
- A. Defensive driving
 - B. Distracted driving
 - C. Safe operations
 - D. Telematic data and safe Driving Behavior Analysis
- VI. **Safety & Security**
- A. Procedures for Responding to Accidents, Incidents and Emergencies
 - B. Defusing Conflict / De-escalation Techniques
 - C. Handling & Reporting Biohazards
 1. Handling / Reporting Bloodborne /Airborne Pathogens
 - D. Special Considerations
 1. Sexual Harassment Prevention
 2. Cultural Competencies / Empathy
 3. Non-discrimination policy: Title VI
- VII. **UZURV Operations Best Practices & Procedures**
- A. Ride Execution Best Practices
 1. Using the App
 2. Door-to-Door Service
 3. Confirming Rider Identify & Destination
 4. Starting the Trip & Choosing the Optimal Route
 5. Reporting Rider No Shows
 6. Ending the trip, door to door service.
 - B. Driver Support
 1. Real-time ride oversight and live immediate support
 2. Unaccompanied Minors Policy / Safe Transportation of Minors
 3. Rider Stops / Requests and Accommodations/ Deviations from Route.
 4. Arriving on time – not early, not late
 5. Personal appearance and trade dress
- VIII. **CPR & First Aid**
- IX. **FTA Drug & Alcohol Testing**
- A. Drug & Alcohol Use and Abuse
 - B. Drug & Alcohol Testing Requirements based on UZURV Drug-Free and Substance Abuse Policy
 1. FTA Drug Requirements for Driving
 2. Random Testing - What you need to know

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during the onboarding process. Drivers are required to review and sign these documents as a condition of contracting with UZURV. The Partner Agreement and Terms of Service are submitted for consideration of our application. The Terms of Service are also posted on our website for review at any time.

As part of the application during the driver onboarding process, candidates are required to submit proof of insurance in their application packet. UZURV's proprietary Driver On-Boarding and Tracking System (DOTS) supervises the work of keeping our Driver partners compliant with all state and UZURV rules and regulations. DOTS tracks each Driver's compliance record daily, including insurance certificates. Expiring or expired compliance criteria trigger compliance alerts in the System, and Drivers who do not meet current program requirements are automatically and immediately suspended.

UZURV HOLDINGS INC - Partner Agreement

SOFTWARE LICENSE AND ONLINE SERVICES AGREEMENT

This Software License and Online Services Agreement ("*Agreement*") constitutes a legal agreement between you, an individual ("*you*") and 360 Care, LLC ("*Company*").

Company, provides lead generation to independent providers of rideshare or peer-to-peer (collectively, "*P2P*") passenger transportation services using the 360 Care Services (as defined below). The 360 Care Services enable an authorized transportation provider to seek, receive and fulfill requests for transportation services from an authorized user of 360 Care mobile applications. You desire to enter into this Agreement for the purpose of accessing and using the 360 Care Services.

You acknowledge and agree that Company is a technology services provider that does not provide transportation services.

In order to use the 360 Care Services, you must agree to the terms and conditions that are set forth below. Upon your execution (electronic or otherwise) of this Agreement, you and Company shall be bound by the terms and conditions set forth herein.

IMPORTANT: PLEASE NOTE THAT TO USE THE 360 CARE SERVICES, YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE ARBITRATION PROVISION. BY VIRTUE OF YOUR ELECTRONIC EXECUTION OF THIS AGREEMENT, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING THE ARBITRATION PROVISION) AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE ARBITRATION PROVISION BELOW.

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The Adaptive Transportation Network Company

UZURV Holdings, Inc. Zero Tolerance

UZURV has a zero tolerance drug and alcohol policy for drivers. This policy is posted on our website, and is contained within the Terms of Service every driver must sign. In addition, UZURV drivers are subject to pre-service, post accident and random drug and alcohol testing in compliance with FTA/DOT 49 CFR. Our Drug and Alcohol Policy is attached.

Driver Acknowledgements & Agreements

By providing Transportation Services as a Driver on the UZURV Site and Driver App, you acknowledge and agree that:

You will NOT provide Transportation Services as a Driver while under the influence of alcohol or drugs or take any action that harms or threatens to harm the safety of the UZURV community or third parties. UZURV maintains a "zero tolerance" drug and alcohol policy.

TERMS AND CONDITIONS FOR UZURV HOLDINGS, INC.
Revised June 18, 2021

Reporting zero-tolerance concerns

Riders who suspect that a UZURV driver is under the influence of drugs or alcohol, are told to

1. Call the authorities by dialing 911 or your local non-emergency assistance line
2. Contact our UZURV Operations team by tapping 'Call UZURV' on the Rider App. Our team is available 24 hours a day, 7 days a week.

A concern doesn't need to be real-time to warrant reporting through this channel. The 24/7 line is available for any reports relating to safety during a ride.

For non-critical or general zero-tolerance inquiries, you can also submit a ticket to our Support Team by tapping the "Contact Support" button on the Rider App.

UZURV's zero-tolerance policy is available on our website.

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Insurance Standard

UZURV Insurance for Drivers

UZURV publishes its insurance coverage information on our website: <https://uzurv.com/insurance/>. The details of coverage for each Period and the applicable deductible are explained. Drivers are also made aware of when they are not covered by UZURV and their personal automobile policy applies.

How Your UZURV Insurance Works

Varying levels of UZURV insurance coverage are in effect depending on what stage of a trip you are in. See below for more info.

Driver Offline

Coverage:

Your Personal Insurance Policy

App Open & Expressed Interest in Trip

(Period 1)

Coverage:

Auto Liability Combined Single Limit
\$150,000

Uninsured/Underinsured Motorist

Coverage:

\$100,000 except in the following:

AZ: \$250,000
FL, NC, VA: \$1M
NY: \$1.5M

En Route to Active or Scheduled Trip

(Period 2)

Coverage:

Auto Liability Limit
\$1M except in the following:
NC, NJ, NY: \$1.5M

Uninsured/Underinsured Motorist

Coverage:

\$100,000 except in the following:

AZ: \$250,000
FL, NC, VA: \$1M
NY: \$1.5M

Comprehensive and Collision

Deductible:
\$2,500

Trip In Progress with Rider in Car

(Period 3)

Coverage:

Auto Liability Limit
\$1M except in the following:
NC, NJ, NY: \$1.5M

Uninsured/Underinsured Motorist

Coverage:

\$100,000 except in the following:

AZ: \$250,000
FL, NC, VA: \$1M
NY: \$1.5M

Comprehensive and Collision

Deductible:
\$2,500

In UZURV's **Partner Agreement** with the drivers it contracts, the provisions of sections 2.3 and 8.0 describe the driver's requirements and responsibilities for automobile insurance. UZURV's **Terms of Service** sections: *Your Relationship with Users*, and *Driver Acknowledgement and Agreements* items 14-17 also describe the driver's requirements and responsibilities for automobile insurance. Both documents are provided to drivers

1. Definitions

- 1.1 *"Affiliate"* means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights of such entity.
- 1.2 *"City Addendum"* means an addendum to this Agreement setting forth additional Territory-specific terms, as updated by 360 Care from time to time.
- 1.3 *"Company Data"* means all data related to the access and use of the 360 Care Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation Services via the 360 Care Services and the Driver App, and the Driver ID.
- 1.4 *"Company Device"* means a mobile device owned or controlled by Company that is provided to you solely for your use of the Driver App to provide Transportation Services.
- 1.5 *"Device"* means a Company Device or Your Device, as the case may be.
- 1.6 *"Driver App"* means the mobile application provided by Company that enables transportation providers to access the 360 Care Services for the purpose of seeking, receiving and fulfilling on-demand requests for transportation services by Users, as may be updated or modified from time to time.
- 1.7 *"Driver ID"* means the identification and password key assigned by Company to you that enables you to use and access the Driver App.
- 1.8 *"Fare"* has the meaning set forth in Section 4.1.
- 1.9 *"Service Fee"* has the meaning set forth in Section 4.4.
- 1.10 *"Territory"* means the city or metro areas in the United States in which you are enabled by the Driver App to provide Transportation Services.
- 1.11 *"Tolls"* means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the 360 Care Services based on available information.
- 1.12 *"Transportation Services"* means your provision of P2P passenger transportation services to Users via the 360 Care Services in the Territory using the Vehicle.
- 1.13 *"360 Care Services"* mean 360 Care's on-demand lead generation and related services licensed by 360 Care to Company that enable transportation providers to seek, receive and fulfill on-demand requests for transportation services by Users seeking transportation services, which services include 360 Care's software, websites, payment services as described in Section 4 below, and related support services systems, as may be updated or modified from time to time.
- 1.14 *"User"* means an end user authorized by 360 Care to use the 360 Care mobile application for the purpose of obtaining Transportation Services offered by Company's transportation provider customers.
- 1.15 *"User Information"* means information about a User made available to you in connection with such User's request for and use of Transportation Services, which may include the User's name, pick-up location, contact information and photo.
- 1.16 *"Vehicle"* means your vehicle that: (a) meets the then-current Company requirements for a vehicle on the 360 Care Services; and (b) Company authorizes for your use for the purpose of providing Transportation Services.

- 1.17 *"Your Device"* means a mobile device owned or controlled by you on which the Driver App has been installed as authorized by Company solely for the purpose of providing Transportation Services.

2. Use of the 360 Care Services

- 2.1 **Driver IDs.** 360 Care will issue you a Driver ID to enable you to access and use the Driver App on a Device in accordance with this Agreement. You acknowledge and agree that you are required to fulfill a request for Transportation Services using the Driver App at least once a month to maintain an active Driver profile, and Company reserves the right to deactivate your Driver ID if you have not fulfilled a request for Transportation Services using the Driver App at least once a month. **You agree that you will maintain your Driver ID in confidence and not share your Driver ID with any third party. You will immediately notify Company of any actual or suspected breach or improper use or disclosure of your Driver ID or the Driver App.**
- 2.2 **Provision of Transportation Services.** When the Driver App is active, User requests for Transportation Services may appear to you via the Driver App if you are available and in the vicinity of the User. If you accept a User's request for Transportation Services, the 360 Care Services will provide you with certain User Information via the Driver App, including the User's first name and pickup location. It is recommended that you wait at least ten (10) minutes for a User to show up at the requested pick-up location. You will obtain the destination from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination via 360 Care's mobile application. You acknowledge and agree that once you have accepted a User's request for Transportation Services, 360 Care's mobile application may provide certain information about you to the User, including your first name, contact information, photo and location, and your Vehicle's make and license plate number. You shall not contact any Users for any reason except for the purposes of fulfilling Transportation Services. As between Company and you, you acknowledge and agree that: (a) you shall be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation Services; and (b) except for the 360 Care Services or any Company Devices (if applicable), you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform Transportation Services.
- 2.3 **Your Relationship with Users.** You acknowledge and agree that your provision of Transportation Services to Users creates a direct business relationship between you and the User. Company is not responsible or liable for the actions or inactions of a User in relation to your activities or your Vehicle. You shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from your provision of Transportation Services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a User or third party. You acknowledge and agree that Company may release your contact and/or insurance information to a User upon such User's reasonable request. You acknowledge and agree that, unless specifically consented to by a User, you may not transport or allow inside your Vehicle individuals other than a User and any individuals authorized by such User, during the performance of Transportation Services for such User. You acknowledge and agree that all Users should be transported directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops.

UZURV

during the onboarding process. Drivers are required to review and sign these documents as a condition of contracting with UZURV. The Partner Agreement and Terms of Service are submitted for consideration of our application. The Terms of Service are also posted on our website for review at any time.

As part of the application during the driver onboarding process, candidates are required to submit proof of insurance in their application packet. UZURV's proprietary Driver On-Boarding and Tracking System (DOTS) supervises the work of keeping our Driver partners compliant with all state and UZURV rules and regulations. DOTS tracks each Driver's compliance record daily, including insurance certificates. Expiring or expired compliance criteria trigger compliance alerts in the System, and Drivers who do not meet current program requirements are automatically and immediately suspended.

UZURV HOLDINGS INC - Partner Agreement

SOFTWARE LICENSE AND ONLINE SERVICES AGREEMENT

This Software License and Online Services Agreement ("*Agreement*") constitutes a legal agreement between you, an individual ("*you*") and 360 Care, LLC ("*Company*").

Company, provides lead generation to independent providers of rideshare or peer-to-peer (collectively, "*P2P*") passenger transportation services using the 360 Care Services (as defined below). The 360 Care Services enable an authorized transportation provider to seek, receive and fulfill requests for transportation services from an authorized user of 360 Care mobile applications. You desire to enter into this Agreement for the purpose of accessing and using the 360 Care Services.

You acknowledge and agree that Company is a technology services provider that does not provide transportation services.

In order to use the 360 Care Services, you must agree to the terms and conditions that are set forth below. Upon your execution (electronic or otherwise) of this Agreement, you and Company shall be bound by the terms and conditions set forth herein.

IMPORTANT: PLEASE NOTE THAT TO USE THE 360 CARE SERVICES, YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE REVIEW THE ARBITRATION PROVISION SET FORTH BELOW CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH THE COMPANY ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE ARBITRATION PROVISION. BY VIRTUE OF YOUR ELECTRONIC EXECUTION OF THIS AGREEMENT, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING THE ARBITRATION PROVISION) AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN THE ARBITRATION PROVISION BELOW.

1. Definitions

- 1.1 *"Affiliate"* means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights of such entity.
- 1.2 *"City Addendum"* means an addendum to this Agreement setting forth additional Territory-specific terms, as updated by 360 Care from time to time.
- 1.3 *"Company Data"* means all data related to the access and use of the 360 Care Services hereunder, including all data related to Users (including User Information), all data related to the provision of Transportation Services via the 360 Care Services and the Driver App, and the Driver ID.
- 1.4 *"Company Device"* means a mobile device owned or controlled by Company that is provided to you solely for your use of the Driver App to provide Transportation Services.
- 1.5 *"Device"* means a Company Device or Your Device, as the case may be.
- 1.6 *"Driver App"* means the mobile application provided by Company that enables transportation providers to access the 360 Care Services for the purpose of seeking, receiving and fulfilling on-demand requests for transportation services by Users, as may be updated or modified from time to time.
- 1.7 *"Driver ID"* means the identification and password key assigned by Company to you that enables you to use and access the Driver App.
- 1.8 *"Fare"* has the meaning set forth in Section 4.1.
- 1.9 *"Service Fee"* has the meaning set forth in Section 4.4.
- 1.10 *"Territory"* means the city or metro areas in the United States in which you are enabled by the Driver App to provide Transportation Services.
- 1.11 *"Tolls"* means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the 360 Care Services based on available information.
- 1.12 *"Transportation Services"* means your provision of P2P passenger transportation services to Users via the 360 Care Services in the Territory using the Vehicle.
- 1.13 *"360 Care Services"* mean 360 Care's on-demand lead generation and related services licensed by 360 Care to Company that enable transportation providers to seek, receive and fulfill on-demand requests for transportation services by Users seeking transportation services, which services include 360 Care's software, websites, payment services as described in Section 4 below, and related support services systems, as may be updated or modified from time to time.
- 1.14 *"User"* means an end user authorized by 360 Care to use the 360 Care mobile application for the purpose of obtaining Transportation Services offered by Company's transportation provider customers.
- 1.15 *"User Information"* means information about a User made available to you in connection with such User's request for and use of Transportation Services, which may include the User's name, pick-up location, contact information and photo.
- 1.16 *"Vehicle"* means your vehicle that: (a) meets the then-current Company requirements for a vehicle on the 360 Care Services; and (b) Company authorizes for your use for the purpose of providing Transportation Services.

1.17 *"Your Device"* means a mobile device owned or controlled by you on which the Driver App has been installed as authorized by Company solely for the purpose of providing Transportation Services.

2. Use of the 360 Care Services

2.1 **Driver IDs.** 360 Care will issue you a Driver ID to enable you to access and use the Driver App on a Device in accordance with this Agreement. You acknowledge and agree that you are required to fulfill a request for Transportation Services using the Driver App at least once a month to maintain an active Driver profile, and Company reserves the right to deactivate your Driver ID if you have not fulfilled a request for Transportation Services using the Driver App at least once a month. **You agree that you will maintain your Driver ID in confidence and not share your Driver ID with any third party. You will immediately notify Company of any actual or suspected breach or improper use or disclosure of your Driver ID or the Driver App.**

2.2 **Provision of Transportation Services.** When the Driver App is active, User requests for Transportation Services may appear to you via the Driver App if you are available and in the vicinity of the User. If you accept a User's request for Transportation Services, the 360 Care Services will provide you with certain User Information via the Driver App, including the User's first name and pickup location. It is recommended that you wait at least ten (10) minutes for a User to show up at the requested pick-up location. You will obtain the destination from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination via 360 Care's mobile application. You acknowledge and agree that once you have accepted a User's request for Transportation Services, 360 Care's mobile application may provide certain information about you to the User, including your first name, contact information, photo and location, and your Vehicle's make and license plate number. You shall not contact any Users for any reason except for the purposes of fulfilling Transportation Services. As between Company and you, you acknowledge and agree that: (a) you shall be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation Services; and (b) except for the 360 Care Services or any Company Devices (if applicable), you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform Transportation Services.

2.3 **Your Relationship with Users.** You acknowledge and agree that your provision of Transportation Services to Users creates a direct business relationship between you and the User. Company is not responsible or liable for the actions or inactions of a User in relation to your activities or your Vehicle. You shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from your provision of Transportation Services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a User or third party. You acknowledge and agree that Company may release your contact and/or insurance information to a User upon such User's reasonable request. You acknowledge and agree that, unless specifically consented to by a User, you may not transport or allow inside your Vehicle individuals other than a User and any individuals authorized by such User, during the performance of Transportation Services for such User. You acknowledge and agree that all Users should be transported directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops.

2.4 Your Relationship with Company. You acknowledge and agree that Company's provision to you of the Driver App and the 360 Care Services creates a direct business relationship between Company and you. Company does not, and shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Transportation Services, your acts or omissions, or your operation and maintenance of your Vehicle. You retain the sole right to determine when and for how long you will utilize the Driver App or the 360 Care Services. You retain the option, via the Driver App, to attempt to accept or to decline or ignore a User's request for Transportation Services via the 360 Care Services, or to cancel an accepted request for Transportation Services via the Driver App, subject to Company's then-current cancellation policies. With the exception of any signage required by local law or permit/license requirements, Company shall have no right to require you to: (a) display Company's or any of its Affiliates' names, logos or colors on your Vehicle(s); or (b) wear a uniform or any other clothing displaying Company's or any of its Affiliates' names, logos or colors. You acknowledge and agree that you have complete discretion to provide services or otherwise engage in other business or employment activities. For the sake of clarity, you understand that you retain the complete right to; (i) use other software application services in addition to the 360 Care Services; and (ii) engage in any other occupation or business. Company retains the right to, at any time at Company's sole discretion, deactivate or otherwise restrict you from accessing or using the Driver App or the 360 Care Services in the event of a violation of this Agreement, your disparagement of Company or any of its Affiliates, your act or omission that causes harm to Company's or its Affiliates' brand, reputation or business as determined by Company in its sole discretion, or for any other reason at the reasonable discretion of Company.

2.5 Devices.

2.5.1 If you elect to use any Company Devices, Company will supply you with such Company Devices and provide the necessary wireless data plan for such Devices, provided that Company may, at its discretion, require reimbursement from you for the costs associated with the wireless data plan of each Company Device and/or request a deposit for each Company Device. You agree that: (a) Company Devices may only be used for the purpose of enabling your access to the 360 Care Services; and (b) Company Devices may not be transferred, loaned, sold or otherwise provided in any manner to any party other than you. Company Devices shall at all times remain the property of Company, and upon termination of this Agreement or your termination or deactivation, you agree to return to Company the applicable Company Devices within ten (10) days. You agree that failure to timely return any Company Devices, or damage to Company Devices outside of "normal wear and tear", will result in the forfeiture of related deposits.

2.5.2 If you elect to use Your Devices: (i) you are responsible for the acquisition, cost and maintenance of Your Devices as well as any necessary wireless data plan; and (ii) Company shall make available the Driver App for installation on Your Device. Company hereby grants you a personal, non-exclusive, non-transferable license to install and use the Driver App on Your Device solely for the purpose of providing Transportation Services. You agree to not provide, distribute or share, or enable the provision, distribution or sharing of, the Driver App (or any data associated therewith) with any third party. The foregoing license grant shall immediately terminate and you will delete and fully remove the Driver App from the Driver-Provided Device in the event that you cease to provide Transportation Services using Your Device. You agree that: (i) use of the Driver App on Your Device requires an active data plan with a wireless carrier associated with Your Device, which data plan will be provided by you at your own expense; and (ii) use of the Driver App on Your Device as an interface with the 360 Care Services may consume very large amounts of data through the data plan. **COMPANY ADVISES THAT YOUR DEVICE ONLY BE USED UNDER A DATA PLAN WITH UNLIMITED**

OR VERY HIGH DATA USAGE LIMITS, AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FEES, COSTS, OR OVERAGE CHARGES ASSOCIATED WITH ANY DATA PLAN.

- 2.6 **Location Based Services.** You acknowledge and agree that your geo-location information must be provided to the 360 Care Services via a Device in order to provide Transportation Services. You acknowledge and agree that: (a) your geo-location information will be monitored and tracked by the 360 Care Services when you are logged into the Driver App and available to receive requests for Transportation Services or when you are providing Transportation Services; and (b) the approximate location of your Vehicle will be displayed to the User before and during the

provision of Transportation Services to such User. In addition, Company and its Affiliates may monitor, track and share your geo-location information obtained by the Driver App and Device for their technical, marketing and commercial purposes, including to provide and improve their products and services.

3. You and Your Vehicle

- 3.1 **Your Requirements.** You acknowledge and agree that at all times, you shall: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate your Vehicle, and (ii) all licenses, permits, approvals and authority applicable to you that are necessary to provide passenger transportation services to third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. You acknowledge and agree that you may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to provide, Transportation Services. You acknowledge and agree that Company reserves the right, at any time in Company's sole discretion, to deactivate or otherwise restrict you from accessing or using the Driver App or the 360 Care Services if you fail to meet the requirements set forth in this Agreement.
- 3.2 **Vehicle Requirements.** You acknowledge and agree that your Vehicle shall at all times be: (a) properly registered and licensed to operate as a passenger transportation vehicle in the Territory; (b) owned or leased by you, or otherwise in your lawful possession; (c) suitable for performing the passenger transportation services contemplated by this Agreement; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition.
- 3.3 **Documentation.** To ensure your compliance with all requirements in Sections 3.1 and 3.2 above, you must provide Company with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to your provision of any Transportation Services. Thereafter, you must submit to Company written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. Company shall, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and your failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement.

4. Financial Terms

- 4.1 **Fare Calculation and Your Payment.** You are entitled to charge a fare for each instance of completed Transportation Services provided to a User that are obtained via the 360 Care Services ("*Fare*"), where such Fare is calculated based upon a base fare amount plus mileage and/or time amounts, as detailed for the applicable Territory ("*Fare Calculation*"). You are also entitled to charge User for any Tolls, taxes or fees incurred during the provision of Transportation Services, and, if applicable. You: (i) appoint Company as your limited payment collection agent solely for the purpose of accepting the Fare, applicable Tolls and, depending on the region and/or if requested by you, applicable taxes and fees from the User on your behalf via the payment processing functionality facilitated by the 360 Care Services; and (ii) agree that payment made by User to Company shall be considered the same as payment made directly by User to you. In addition, the parties acknowledge and agree that as between you and Company, the Fare is a recommended amount, and the primary purpose of the pre-arranged Fare is to act as the

default amount in the event you do not negotiate a different amount. You shall always have the right to: (i) charge a fare that is less than the pre-arranged Fare; or (ii) negotiate, at your request, a Fare that is lower than the pre-arranged Fare (each of (i) and (ii) herein, a “*Negotiated Fare*”). Company shall consider all such requests from you in good faith. Company agrees to remit to you on at least a monthly basis: (a) the Fare less the applicable Service Fee; (b) the Tolls; and (c) depending on the region, certain taxes and ancillary fees. If you and 360 Care have separately agreed, Company may deduct other amounts from the Fare prior to remittance to you (*e.g.*, vehicle financing payments, lease payments, mobile device usage charges, etc.).

- 4.2 **Changes to Fare Calculation.** Company reserves the right to change the Fare Calculation at any time in Company’s discretion based upon local market factors, and Company will provide you with notice in the event of such change that would result in a change in the recommended Fare for each instance of completed Transportation Services. Continued use of the 360 Care Services after any such change in the Fare Calculation shall constitute your consent to such change.
- 4.3 **Fare Adjustment.** Company reserves the right to: (i) adjust the Fare for a particular instance of Transportation Services (*e.g.*, you took an inefficient route, you fail to properly end a particular instance of Transportation Services in the Driver App, technical error in the 360 Care Services, etc.); or (ii) cancel the Fare for a particular instance of Transportation Services (*e.g.*, User is charged for Transportation Services that were not provided, in the event of a User complaint, fraud, etc.). Company’s decision to reduce or cancel the Fare in any such manner shall be exercised in a reasonable manner.
- 4.4 **Service Fee.** In consideration of Company’s provision of the Driver App and the 360 Care Services for your use and benefit hereunder, you agree to pay Company a service fee on a per Transportation Services transaction basis calculated as a percentage of the Fare (regardless of any *Negotiated Fare*), as provided or otherwise made available by Company from time to time for the applicable Territory (“*Service Fee*”). In the event regulations applicable to your Territory require taxes to be imputed in the Fare, Company shall calculate the Service Fee based on the Fare net of such taxes. Company reserves the right to change the Service Fee at any time in Company’s discretion based upon local market factors, and Company will provide you with notice in the event of such change. Continued use of the 360 Care Services after any such change in the Service Fee calculation shall constitute your consent to such change.
- 4.5 **Cancellation Charges.** You acknowledge and agree that Users may elect to cancel requests for Transportation Services that have been accepted by you via the Driver App at any time prior to your arrival. In the event that a User cancels an accepted request for Transportation Services, Company may charge the User a cancellation fee on your behalf. If charged, this cancellation fee shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to you hereunder.
- 4.6 **Receipts.** As part of the 360 Care Services, Company provides you a system for the delivery of receipts to Users for Transportation Services rendered. Upon your completion of Transportation Services for a User, Company prepares an applicable receipt and issues such receipt to the User via email on your behalf. Such receipts are also provided to you via email or online portal. Receipts include the breakdown of amounts charged to the User for Transportation Services and may include specific information about you, including your name, contact information and photo, as well as a map of the route you took. Any corrections to a User’s receipt for Transportation Services must be submitted to Company in writing within three (3) business days after the completion of such Transportation Services. Absent such a notice, Company shall not

be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fare.

- 4.7 **No Additional Amounts.** You acknowledge and agree that, for the mutual benefit of the parties, through advertising and marketing, Company and its Affiliates may seek to attract new Users to 360 Care and to increase existing Users' use of 360 Care's mobile application. You acknowledge and agree such advertising or marketing does not entitle you to any additional monetary amounts beyond the amounts expressly set forth in this Agreement.
- 4.8 **Taxes.** You acknowledge and agree that you are responsible for collecting and remitting all applicable gross receipts, sales and use, excise or any other transaction tax on the provision of Transportation Services.

5. Proprietary Rights; License

- 5.1 **License Grant.** Subject to the terms and conditions of this Agreement, Company hereby grants you a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the 360 Care Services (including the Driver App on a Device) solely for the purpose of providing Transportation Services to Users and tracking resulting Fares and Fees. All rights not expressly granted to you are reserved by Company, its Affiliates and their respective licensors.
- 5.2 **Restrictions.** You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the 360 Care Services, Driver App or any Company Device in any way; (b) modify or make derivative works based upon the 360 Care Services or Driver App; (c) improperly use the 360 Care Services or Driver App, including creating Internet "links" to any part of the 360 Care Services or Driver App, "framing" or "mirroring" any part of the 360 Care Services or Driver App on any other websites or systems, or "scraping" or otherwise improperly obtaining data from the 360 Care Services or Driver App; (d) reverse engineer, decompile, modify, or disassemble the 360 Care Services or Driver App, except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages. In addition, you shall not, and shall not allow any other party to, access or use the 360 Care Services or Driver App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the 360 Care Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the 360 Care Services; or (iv) attempt to gain unauthorized access to the 360 Care Services or its related systems or networks.
- 5.3 **Ownership.** The 360 Care Services, Driver App and Company Data, including all intellectual property rights therein, and the Company Devices are and shall remain (as between you and Company) the property of Company, its Affiliates or their respective licensors. Neither this Agreement nor your use of the 360 Care Services, Driver App or Company Data conveys or grants to you any rights:
- (a) in or related to the 360 Care Services, Driver App or Company Data, except for the limited license granted above; or (b) to use or reference in any manner Company's, its Affiliates', or their respective licensors' company names, logos, product and service names, trademarks, services marks or other indicia of ownership.

6. Confidentiality

- 6.1 Each party acknowledges and agrees that in the performance of this Agreement it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("*Confidential Information*"). Confidential Information includes Company Data, Driver IDs, User Information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other non-public information of each party that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.
- 6.2 Each party acknowledges and agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party; (b) it shall not use Confidential Information of the other party for any purpose except in furtherance of this Agreement; (c) it shall not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("*Permitted Persons*") as necessary to perform under this Agreement, provided Permitted Persons are bound in writing to obligations of confidentiality and non-use no less protective than the terms hereof; and (d) it shall return or destroy all Confidential Information of the disclosing party, upon the termination of this Agreement or at the request of the other party (subject to applicable law and, with respect to Company, its internal record-keeping requirements).
- 6.3 Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party; (b) was possessed by the receiving party prior to the date of this Agreement without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

7. Privacy

- 7.1 **Disclosure of Your Information.** Subject to applicable law and regulation, Company and its Affiliates may, but shall not be required to, provide to you, a User, an insurance company and/or relevant authorities and/or regulatory agencies any information (including personal information (*e.g.*, information obtained about you through any background check) and any Company Data) about you or any Transportation Services provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between you and a User; (b) it is necessary to enforce the terms of this Agreement; (c) it is required, in Company's or any Affiliate's sole discretion, by applicable law or regulatory requirements (*e.g.*, Company or its Affiliates receive a subpoena, warrant, or other legal process for information); or (d) it is necessary, in Company's or any Affiliate's sole discretion, to protect the safety, rights, property or security of Company or its Affiliates, the 360 Care Services or any third party; to protect the safety of the public for any reason; to detect, prevent or otherwise address fraud, security or technical issues; and/or to prevent or stop activity Company or its Affiliates, in their sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity).
- 7.2 Information provided by you and collected about you may be transferred or accessed by Company and its Affiliates around the world, including in jurisdictions that may have less protective privacy laws than your country. Company and its Affiliates located in the U.S. abide by the Safe Harbor frameworks set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information collected by organizations in the European Economic Area and Switzerland. You expressly consent to Company's and its Affiliates' use of

location-based services and you expressly waive and release Company and its Affiliates from any and all liability, claims, causes of action or damages arising from your use of the 360 Care Services, or in any way relating to the use of the geo-location and other location-based services.

- 7.3 Company and its Affiliates may collect your personal data during the course of your application for, and use of, the 360 Care Services, which information may be stored, processed, and accessed by Company and its Affiliates for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Company's and its Affiliates' legitimate business needs. You expressly consent to such use of personal data.

8. Insurance

- 8.1 You agree to maintain during the term of this Agreement on all Vehicles operated by you under this Agreement automobile liability insurance that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the minimum requirements to operate a private passenger vehicle on the public roads within the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured. You agree to provide Company and its Affiliates a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section 8.1 upon request. Furthermore, you must provide Company with written notice of cancellation of any insurance policy required by Company. Company shall have no right to control your selection or maintenance of your policy. You must be a named insured or individually rated driver, for which a premium is charged, on the insurance policy required in this Section 8.1 at all times.
- 8.2 **You agree to maintain during the term of this Agreement workers' compensation insurance as required by all applicable laws in the Territory. If permitted by applicable law, you may choose to insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by applicable law, you may choose not to insure yourself against industrial injuries at all, but do so at your own risk.**
- 8.3 You understand and acknowledge that your personal automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage for the Transportation Services you provide pursuant to this Agreement. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not Company's, to resolve them with your insurer(s).
- 8.4 Company may maintain during the term of this Agreement insurance related to your provision of Transportation Services as determined by Company in its reasonable discretion, provided that Company and its Affiliates are not required to provide you with any specific insurance coverage for any loss to you or your Vehicle. You are required to promptly notify Company of any accidents that occur while providing Transportation Services and to cooperate and provide all necessary information related thereto.

9. Representations and Warranties; Disclaimers

- 9.1 **By You.** You hereby represent and warrant that: (a) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (b) you have not entered into, and

during the term will not enter into, any agreement that would prevent you from complying with this Agreement; and (c) you will comply with all applicable laws in your performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (i) Transportation Services using the Vehicles pursuant to this Agreement, and (ii) passenger transportation services to third parties in the Territory generally.

- 9.2 **Disclaimer of Warranties.** COMPANY AND ITS AFFILIATES PROVIDE, AND YOU ACCEPT, THE 360 CARE SERVICES, DRIVER APP AND THE COMPANY DEVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY AND ITS AFFILIATES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ACCESS TO OR USE OF THE 360 CARE SERVICES, DRIVER APP OR THE COMPANY DEVICES: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR TRANSPORTATION SERVICES. COMPANY AND ITS AFFILIATES FUNCTION AS AN ON-DEMAND LEAD GENERATION AND RELATED SERVICE ONLY AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE ACTIONS OR INACTIONS OF THE USERS WHO MAY REQUEST OR RECEIVE TRANSPORTATION SERVICES FROM YOU, AND COMPANY AND ITS AFFILIATES DO NOT SCREEN OR OTHERWISE EVALUATE USERS. BY USING THE 360 CARE SERVICES AND DRIVER APP, YOU ACKNOWLEDGE AND AGREE THAT YOU MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO YOU OR OTHER THIRD PARTIES. YOU ARE ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF THE 360 CARE SERVICES OR DRIVER APP. NOTWITHSTANDING COMPANY'S APPOINTMENT AS THE LIMITED PAYMENT COLLECTION AGENT OF YOU FOR THE PURPOSE OF ACCEPTING PAYMENT FROM USERS ON YOUR BEHALF AS SET FORTH IN SECTION 4 ABOVE, COMPANY AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMISSION OF YOU, ANY USER OR OTHER THIRD PARTY.
- 9.3 **No Service Guarantee.** COMPANY AND ITS AFFILIATES DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE 360 CARE SERVICES OR DRIVER APP. YOU ACKNOWLEDGE AND AGREE THAT THE 360 CARE SERVICES OR DRIVER APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (e.g., DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE 360 CARE SERVICES OR DRIVER APP MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND COMPANY AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.
10. **Indemnification.** You shall indemnify, defend (at Company's option) and hold harmless Company and its Affiliates and their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social contributions and taxes arising out of or related to: (a) your breach of your representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, regulators and governmental authorities) directly or indirectly related to your provision of Transportation Services or use of the 360 Care Services.
11. **Limits of Liability.** COMPANY AND ITS AFFILIATES SHALL NOT BE LIABLE UNDER OR RELATED TO THIS AGREEMENT FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) YOUR OR ANY THIRD PARTY'S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE. EXCEPT FOR COMPANY'S OBLIGATIONS TO PAY AMOUNTS DUE TO

YOU PURSUANT TO SECTION 4 ABOVE, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE APPLICABLE THERETO, IN NO EVENT SHALL THE LIABILITY OF COMPANY OR ITS AFFILIATES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES ACTUALLY PAID TO OR DUE TO COMPANY HEREUNDER IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

12. Term and Termination

- 12.1 **Term.** This Agreement shall commence on the date accepted by you and shall continue until terminated as set forth herein.
- 12.2 **Termination.** Either party may terminate this Agreement: (a) without cause at any time upon seven (7) days prior written notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Company may terminate this Agreement or deactivate your Driver ID immediately, without notice, with respect to you in the event you no longer qualify, under applicable law or the standards and policies of Company and its Affiliates, to provide Transportation Services or to operate the Vehicle, or as otherwise set forth in this Agreement.
- 12.3 **Effect of Termination.** Upon termination of the Agreement, you shall: (a) promptly return to Company all Company Devices; and (b) immediately delete and fully remove the Driver App from any of Your Devices. Outstanding payment obligations and Sections 1, 2.3, 2.5.3, 4.7, 4.8, 5.3, 6, 7, 9, 10, 11, 12.3, 13, 14 and 15 shall survive the termination of this Agreement.

13. Relationship of the Parties

- 13.1 Except as otherwise expressly provided herein with respect to Company acting as the limited payment collection agent solely for the purpose of collecting payment from Users on your behalf, the relationship between the parties under this Agreement is solely that of independent contractors. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship, between Company and you; and (b) no joint venture, partnership, or agency relationship exists between Company and you.
- 13.2 You have no authority to bind Company or its Affiliates and you undertake not to hold yourself out as an employee, agent or authorized representative of Company or its Affiliates. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of Company, you undertake and agree to indemnify, defend (at Company's option) and hold Company and its Affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

14. Miscellaneous Terms

- 14.1 **Modification.** Company reserves the right to modify the terms and conditions of this Agreement at any time, effective upon publishing an updated version of this Agreement on the portal available to you on the 360 Care Services. Company reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. You hereby acknowledge and agree that, by using the 360 Care Services, or downloading, installing or using the Driver App, you are bound by any future amendments and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Fare

Calculations. Continued use of the 360 Care Services or Driver App after any such changes shall constitute your consent to such changes. Unless changes are made to the arbitration provisions herein, you acknowledge and agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration.

- 14.2 **Supplemental Terms.** Supplemental terms may apply to your use of the 360 Care Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("*Supplemental Terms*"). You may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. Supplemental Terms shall prevail over this Agreement in the event of a conflict.
- 14.3 **Severability.** If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.
- 14.4 **Assignment.** Neither party shall assign or transfer this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of the other party; provided that Company may assign or transfer this Agreement or any or all of its rights or obligations under this Agreement from time to time without consent: (a) to an Affiliate; or (b) to an acquirer of all or substantially all of Company's business, equity or assets.
- 14.5 **Entire Agreement.** This Agreement, including all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words "including" and "include" mean "including, but not limited to."
- 14.6 **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.
- 14.7 **Notices.** Any notice delivered by Company to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the portal available to you on the 360 Care Services. Any notice delivered by you to Company under this Agreement will be delivered by contacting Company at info@360Careride.com

15. Governing Law; Arbitration

- 15.1 The interpretation of this Agreement shall be governed by Delaware law without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the 360 Care Services shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of Wilmington, DE. However, neither the choice of law provision regarding the interpretation of this Agreement nor the forum selection provision is intended to create any other substantive right to non-Delawarions to assert claims under law whether that be by statute, common law, or otherwise. These provisions are only intended to specify the use of Delaware law to interpret this Agreement and the forum for disputes asserting a breach of this Agreement, and these provisions shall not be interpreted as generally extending Delaware law

to you if you do not otherwise reside or provide services in Delaware. The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by 360 Care in writing.

- 15.2 Other than disputes regarding the intellectual property rights of the parties, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the 360 Care Services may be subject to arbitration pursuant to Section 15.3.

15.3 Arbitration Provision

Important Note Regarding this Arbitration provision:

- Arbitration does not limit or affect the legal claims you may bring against the Company. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved.
- Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties using the process set forth herein. Other arbitration rules and procedures are also set forth herein.
- Unless the law requires otherwise, as determined by the Arbitrator based upon the circumstances presented, you will be required to split the cost of any arbitration with the Company.
- **IMPORTANT:** This arbitration provision will require you to resolve any claim that you may have against the Company or 360 Care on an individual basis pursuant to the terms of the Agreement unless you choose to opt out of the arbitration provision. This provision will preclude you from bringing any class, collective, or representative action against the Company or 360 Care. It also precludes you from participating in or recovering relief under any current or future class, collective, or representative action brought against the Company or 360 Care by someone else.

WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. IT IS YOUR DECISION TO MAKE, AND YOU SHOULD NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THIS AGREEMENT AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ABRITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT BUSINESS OR LIFE DECISION.

i. How This Arbitration Provision Applies.

This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”) and evidences a transaction involving commerce. This Arbitration Provision applies to any dispute arising out of or related to this Agreement or termination of the Agreement and survives after the Agreement terminates. Nothing contained in this Arbitration Provision shall be construed to prevent or excuse you from utilizing any procedure for resolution of complaints established in this Agreement (if any), and this Arbitration Provision is not intended to be a substitute for the utilization of such procedures.

Except as it otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. This Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration on an individual basis only and not by way of court or jury trial, or by way of class, collective, or representative action.

Such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Provision, including the enforceability, revocability or validity of the

Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an Arbitrator and not by a court or judge.

Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to disputes arising out of or related to this Agreement and disputes arising out of or related to your relationship with the Company, including termination of the relationship. This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims.

This Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of this Agreement are expressly excluded from the Arbitration Provision.

The parties expressly agree that 360 Care is an intended third-party beneficiary of this Arbitration Provision.

ii. Limitations On How This Agreement Applies.

The disputes and claims set forth below shall not be subject to arbitration and the requirement to arbitrate set forth in this Arbitration Provision shall not apply:

Claims for workers compensation, state disability insurance and unemployment insurance benefits;

Regardless of any other terms of this Arbitration Provision, claims may be brought before and remedies awarded by an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov), the National Labor Relations Board (www.nlr.gov), or the Office of Federal Contract Compliance Programs (www.dol.gov/esa/ofccp). Nothing in this Arbitration Provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration;

Disputes that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Arbitration Provision;

Disputes regarding your, the Company's, or 360 Care's intellectual property rights;

This Arbitration Provision shall not be construed to require the arbitration of any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-

10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims.

iii. Selecting The Arbitrator and Location of the Arbitration.

The Arbitrator shall be selected by mutual agreement of the Company and you. Unless you and the Company mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If the Parties cannot agree on an Arbitrator, then an arbitrator will be selected using the alternate strike method from a list of five (5) neutral arbitrators provided by JAMS (Judicial Arbitration & Mediation Services). You will have the option of making the first strike. If a JAMS arbitrator is used, then the JAMS Streamlined Arbitration Rules & Procedures rules will apply. Those rules are available here:

<http://www.jamsadr.com/rules-streamlined-arbitration/>

The location of the arbitration proceeding shall be no more than 45 miles from the place where you last provided transportation services under this Agreement, unless each party to the arbitration agrees in writing otherwise.

iv. Starting The Arbitration.

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the Parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to the Company or 360 Care shall be provided to Legal, Rasier, LLC, 1455 Market St., Ste. 400, San Francisco CA 94103. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

v. How Arbitration Proceedings Are Conducted.

In arbitration, the Parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator.

You and the Company agree to resolve any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative action basis. The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. If at any point this provision is determined to be unenforceable, the parties agree that this provision shall not be severable, unless it is determined that the Arbitration may still proceed on an individual basis only.

While the Company will not take any retaliatory action in response to any exercise of rights you may have under Section 7 of the National Labor Relations Act, if any, the Company shall not be precluded

from moving to enforce its rights under the FAA to compel arbitration on the terms and conditions set forth in this Agreement.

vi. Paying For The Arbitration.

Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law (i.e., a party prevails on a claim that provides for the award of reasonable attorney fees to the prevailing party). In all cases where required by law, the Company will pay the Arbitrator's and arbitration fees. If under applicable law the Company is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned equally between the Parties or as otherwise required by applicable law. Any disputes in that regard will be resolved by the Arbitrator.

vii. The Arbitration Hearing And Award.

The Parties will arbitrate their dispute before the Arbitrator, who shall confer with the Parties regarding the conduct of the hearing and resolve any disputes the Parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the Parties or as ordered by the Arbitrator, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Provision. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

viii. Your Right To Opt Out Of Arbitration.

Arbitration is not a mandatory condition of your contractual relationship with the Company. If you do not want to be subject to this Arbitration Provision, you may opt out of this Arbitration Provision by notifying the Company in writing of your desire to opt out of this Arbitration Provision, either by (1) sending, within 30 days of the date this Agreement is executed by you a letter by U.S. Mail, or by any nationally recognized delivery service (e.g, UPS, Federal Express, etc.), or by hand delivery to:

**Legal
360 Care LLC
2920 W Broad Street
Richmond, VA 23230**

In order to be effective, the letter must clearly indicate your intent to opt out of this Arbitration Provision, and must be dated and signed. The envelope containing the signed letter must be received (if delivered by hand) or post-marked within 30 days of the date this Agreement is executed by you. Your writing opting out of this Arbitration Provision, will be filed with a copy of this Agreement and maintained by the Company. Should you not opt out of this Arbitration Provision within the 30-day period, you and the Company shall be bound by the terms of this Arbitration Provision. You have the right to consult with counsel of your choice concerning this Arbitration Provision. You understand that you will not be subject to retaliation if you exercise your right to assert claims or opt-out of coverage under this Arbitration Provision.

ix. Enforcement Of This Agreement.

This Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes arising out of this Agreement. Except as stated in subsection v, above, in the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.

By signing below, you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that you agree to be bound by the terms and conditions of the Agreement, and that you are legally competent to enter into this Agreement with Company.

AGREED TO AND ACCEPTED BY:

Signature: _____

Name: _____

Date: _____

TERMS AND CONDITIONS FOR UZURV DRIVERS

Terms of Service. The UZURV website is accessible at www.uzurv.com (the "UZURV Site") and also as a Drive Application. If you are using the UZURV Site or Drive Application (the "Drive App"), you are contracting with 360 Care, LLC ("UZURV") with respect to the use of the UZURV Site and the UZURV Drive App. The terms of this contract are set forth in these terms of service. UZURV licenses an online website and related programs to allow individuals or entities to schedule Transportation Services. These Terms govern your access to and use of this UZURV Site, the Drive App, and all content therein, and constitute a binding legal agreement between you and UZURV. If you do not agree to these terms, you have no right to obtain information from or otherwise continue using the UZURV Site or the Drive App. Failure to use the UZURV Site and Drive App in accordance with these terms of service may result in the immediate termination of your use of or access to the UZURV Site and Drive App and may subject you to civil and criminal penalties.

The UZURV Website. The UZURV Site provides a digital platform where persons (or entities acting on behalf of individuals) who seek transportation to certain destinations ("Riders") can be matched with persons willing to drive to those destinations ("Drivers"). Drivers and Riders are collectively referred to herein as "Users," and each User shall create a User account that enables access to the UZURV Site. For purposes of this Agreement, the driving services provided by Drivers to Riders that are matched through the UZURV Site shall be referred to collectively as the "Transportation Services". Any decision by a User to offer or accept Transportation Services is a decision made in such User's sole discretion. Each Transportation Service provided by a Driver to a Rider shall constitute a separate agreement between such persons.

Eligibility. The UZURV Site may only be used by individuals who can form legally binding contracts under applicable law. The UZURV Site is not available to Drivers who have had their Driver account temporarily or permanently deactivated or suspended. By becoming a Driver, you represent and warrant that you are at least 21 years old and that you have the right, authority and capacity to enter into and abide by the terms and conditions of this Agreement. You may not allow other persons to use your Driver account, and you agree that you are the sole authorized user of your account. You further represent and warrant that you are not currently listed on the OIG Exclusion List or otherwise suspended or barred from conducting business with any federal or state program. UZURV reserves the right to utilize E-VERIFY to confirm eligibility.

Provision of Transportation Services. User requests for Transportation Services may appear to you via the Drive App if you have met all required criteria. If you accept a User's request for Transportation Services, UZURV will provide you with certain User Information via the Drive App, including the User's first name, pickup location & destination and estimated trip distance. You acknowledge and agree that once you have accepted a User's request for Transportation Services UZURV's Site may provide certain information about you to the User, including your first name, photo, location, and your vehicle's make and license plate number. You shall not contact any Users for any reason except for the purposes of fulfilling Transportation Services. You acknowledge

and agree that: (a) you shall be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Transportation Services; and (b) you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform Transportation Services.

Relationship of the Parties. Except as otherwise expressly provided herein with respect to UZURV acting as the limited payment collection agent solely for the purpose of collecting payment from Users on your behalf, the relationship between the parties under this Agreement is solely that of independent contractors. The parties expressly agree that: (a) this Agreement is not an employment agreement, nor does it create an employment relationship, between UZURV and you; and (b) no joint venture, partnership, or agency relationship exists between UZURV and you. You have no authority to bind UZURV or its Affiliates and you undertake not to hold yourself out as an employee, agent or authorized representative of UZURV or its Affiliates. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of UZURV, you undertake and agree to indemnify, defend (at UZURV's option) and hold UZURV and its Affiliates harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

Your Relationship with Users. You acknowledge and agree that your provision of Transportation Services to Users creates a direct business relationship between you and the User. UZURV is not responsible or liable for the actions or inactions of a User in relation to your activities or your vehicle. You shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from your provision of Transportation Services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a User or third party. You acknowledge and agree that UZURV may release your contact and/or insurance information to a User upon such User's reasonable request. You acknowledge and agree that, unless specifically consented to by UZURV, you may not transport or allow inside your vehicle individuals other than a User and any individuals authorized by such User, during the performance of Transportation Services for such User. You acknowledge and agree that all Users should be transported directly to their specified destination, as directed by the applicable User, without unauthorized interruption or unauthorized stops.

Location Based Services. You acknowledge and agree that your geo-location information must be provided to UZURV via a device in order to provide Transportation Services. You acknowledge and agree that: (a) UZURV obtains location information when the driver either is online or is actively engaging in a UZURV ride. The UZURV app accesses your location even when the app is closed. This allows the app to maintain ride tracking in the event the app is closed during an active trip for rider and driver safety, and to monitor safe driving behavior. This information is not passed to any third party for any marketing purposes, and UZURV will not share any information outside of the organization or our telematics (safe driving oversight) partner without your permission, except when applicable by law.; and (b) the approximate location of your

vehicle may be displayed to the User before and during the provision of Transportation Services to such User.

Telematics. You acknowledge and agree that your telematics information must be provided to UZURV via a Device in order to provide Transportation Services. You acknowledge and agree that: (a) your telematics information will be monitored and tracked by UZURV or related parties (such as insurance companies) when you are logged into the Drive App and responding to requests for on-demand Transportation Services or when you are providing Transportation Services. UZURV and its Affiliates may monitor, track and share your telematics data obtained by the Drive App and Device for their technical, marketing and commercial purposes, including to provide and improve their products and services.

Privacy Policy. Your Information is any information you provide, publish or post to or through the UZURV Site (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any UZURV-related Facebook, Twitter or other social media posting) (your "Information"). You consent to UZURV using your Information to create a User account that will allow you to use the UZURV Site and participate in the Transportation Services. Our collection and use of personal information in connection with the UZURV Site and Transportation Services is as provided in UZURV's Privacy Policy located at <https://uzurv.com/privacy-policy/>. You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete. To enable UZURV to use your Information for the purposes described in the Privacy Policy and this Agreement, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare derivative works, or incorporate into other works, such Information, in any media now known or not currently known. UZURV does not assert any ownership over your Information; rather, as between you and UZURV, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

Fees and Other Charges.

Website Fee. UZURV may assess a per-ride "Website Fee" to support the UZURV Site and related services provided to you by UZURV. The amount of the Website Fee may vary but shall be retained by UZURV in its entirety.

Cancellation Fee. After being selected for a ride you may cancel it through the Drive App, but note that in certain cases a cancellation fee may apply. You may also be

charged if you fail to show up after accepting a ride. Please check out our support center to learn more about UZURV's cancellation policy, including applicable fees.

Payments. You will receive payment for your provision of Transportation Services. UZURV will process all payments due to you through its third-party payments processor. UZURV may replace its third-party payment processing services without notice to you. You acknowledge and agree that such amounts shall not include any interest and will be net of any amounts that we are required to withhold by law. These terms also apply to any bonus payment made for your provision of Transportation Services.

Commission. In exchange for permitting you to offer your Transportation Services through the UZURV Site and Drive App as a Driver, you agree to permit UZURV to retain a fee based on each transaction in which you provide Transportation Services (the "Commission"). The amount of the applicable Commission will be communicated to you in a schedule through the UZURV Drive App and/or UZURV site. UZURV reserves the right to change the Commission at any time at UZURV's discretion based upon local market factors, and UZURV will provide you with notice in the event of such change. Continued use of the UZURV Site after any such change in the Commission calculation shall constitute your consent to such change.

Fare Calculation. You expressly authorize UZURV to set the prices on your behalf for all charges that apply to the provision of Transportation Services. UZURV reserves the right to change the fare schedule at any time in our discretion, and we will provide you with notice in the event of changes to the base fare, per mile, and/or per minute amounts that would result in a change in the applicable fares.

Fare Adjustment. UZURV reserves the right to adjust or withhold all or a portion of fares if it believes that (i) you have attempted to defraud or abuse UZURV or UZURV payment systems, (ii) in order to resolve a Rider complaint (e.g., you took an inefficient route or failed to properly end a particular instance of Transportation Services in the Drive App when the ride was over) (iii) you did not arrive at the pickup destination within the acceptable arrival window. UZURV's decision to adjust or withhold the fare in any way shall be exercised in a reasonable manner.

Taxes. You acknowledge and agree that you are responsible for collecting and remitting all applicable gross receipts, sales and use, excise or any other transaction tax on the provision of Transportation Services.

Each year, the IRS may require UZURV to send you tax documents, such as IRS Form 1099-NEC. By agreeing to these terms, you grant UZURV permission to provide access to your tax documents electronically via the Drive app or to send them to your email address on file. Your documents will always be stored and sent securely.

UZURV Communications. By becoming a User, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing

systems. Communications from UZURV and its affiliated companies, may include but are not limited to: operational communications concerning your User account or use of the UZURV Site or Transportation Services, updates concerning new and existing features on the UZURV Site, communications concerning promotions run by us or our third-party partners, and news concerning UZURV and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. You consent to any call with UZURV being recorded and retained for such period of time as UZURV, in its sole discretion, determines.

If you wish to opt out of promotional emails, you can unsubscribe from our promotional email list by following the unsubscribe options in the promotional email itself. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the UZURV Site or the Transportation Services.

User Conduct. You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the UZURV Site, Drive App, UZURV Content, or User Content, and/or your performance of the Transportation Services. In connection with your use of the UZURV Site, Drive App, UZURV Content or User Content, you agree that you will not:

- Use the UZURV Site, Drive App, UZURV Content or User Content to provide or use Transportation Services unless you are permitted by law or regulation in your jurisdiction to use the UZURV Site or Drive App to provide or use the Transportation Services;
- Use the UZURV Site, Drive App, UZURV Content or User Content to find or contact a User including a Driver, or to find a Rider, and then complete a ride independent of the UZURV Site or Drive App, in order to circumvent the obligation to pay any fees related to UZURV 's provision of the Transportation Services or for any other reason;
- Use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the UZURV Site, Drive App, UZURV Content or User Content,, or collect information from the UZURV Site, Drive App, UZURV Content or User Content for any purpose other than for use of UZURV's services;
- Use the UZURV Site, Drive App, UZURV Content or User Content for any commercial or other purposes that are not expressly permitted by these Terms; Infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- Interfere with or damage the UZURV Site, Drive App, UZURV Content or User Content including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology
- Use the UZURV Site, Drive App, UZURV Content or User Content to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;

- Use the UZURV Site, Drive App, UZURV Content or User Content in connection with the distribution of unsolicited commercial email ("spam") or advertisements other than as permitted by UZURV;
- Collect or store any personally identifiable information about any Rider other than for purposes of using the Transportation Services as a UZURV Driver;
- Register for more than one UZURV Account;
- Contact a User for any purpose other than asking a question related to a Ride or such User use of the UZURV Site, Drive App, UZURV Content or User Content;
- Recruit or otherwise solicit any User to join other services or websites that are competitive to UZURV, without UZURV's prior express written approval;
- Post, upload, publish, submit or transmit any content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading, deceptive, defamatory, obscene, pornographic, vulgar or offensive; (iv) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (v) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vi) promotes illegal or harmful activities or substances;
- Use, display, mirror or frame the UZURV Site, Drive App, UZURV Content or User Content, or any individual element within the UZURV Site, Drive App, UZURV Content or User Content, UZURV's name, any UZURV trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the UZURV Site, Drive App, UZURV Content or User Content, without UZURV's express written consent;
- Attempt to probe, scan, or test the vulnerability of any UZURV system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by UZURV or any of UZURV's providers or any other third party (including another User) to protect the UZURV Site, Drive App, UZURV Content or User Content;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the UZURV Site, Drive App, UZURV Content or User Content; or advocate, encourage, or assist any third party in doing any of the foregoing.
- Advocate, encourage, or assist any third party in doing any of the foregoing. UZURV has the right to investigate and prosecute violations of any of the above to the fullest extent of the law, and you agree to cooperate with UZURV in such investigation, and to inform UZURV if you become aware of violations. UZURV may access, preserve and/or disclose any of your information if we are required to do so by law, or if reasonably necessary to (i) respond to claims asserted against UZURV or to comply with legal process (for example, subpoenas or lawsuits), (ii) enforce or administer our legal rights or obligations, (iii) for fraud prevention, risk assessment, investigation, customer support, product development and de-bugging purposes, or (iv) protect the rights, property or safety of UZURV, its Users, or members of the

public . You acknowledge that UZURV has no obligation to monitor your access to or use of the UZURV Site, Drive App, UZURV Content or User Content or to review or edit any content, but has the right to do so for the purpose of operating and improving the UZURV Site, Drive App, UZURV Content or User Content, to ensure your compliance with these Terms, to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body, to respond to content that it determines is otherwise objectionable or as set forth in these Terms. UZURV reserves the right, at any time and without prior notice, to remove or disable access to any content that UZURV, at its sole discretion, considers to be objectionable for any reason, to be in violation of these Terms, or to be otherwise harmful to the UZURV Site, Drive App, UZURV Content or User Content.

Protected Health Information / Personally Identifiable Information. You may receive information in the UZURV Drive app that contains privileged and confidential information, including Protected Health Information (PHI) and/or Personally Identifiable Information (PII) protected by federal and state privacy laws. It is intended only for the use of the Driver for the purpose of providing Transportation Services. You are hereby notified that any dissemination, distribution, or duplication of PHI and PII is strictly prohibited. You acknowledge and agree that you are bound by HIPAA and agree to complete any training regarding the safeguarding of protected health information as you are directed to do so by UZURV.

Driver Acknowledgements & Agreements

By providing Transportation Services as a Driver on the UZURV Site and Drive App, you acknowledge and agree that:

1. At all times, you shall hold and maintain (i) a valid driver's license with the appropriate level of certification to operate your vehicle, and (ii) all licenses, permits, approvals and authority applicable to you that are necessary to provide passenger transportation services to third parties in the territory(ies) in which you provide Transportation Services.
2. You are authorized and medically fit to operate a motor vehicle
3. At all times, you shall possess the appropriate and current level of training, expertise and experience to provide Transportation Services in a professional manner with due skill, care and diligence. You further acknowledge and agree that you shall maintain high standards of professionalism, service and courtesy while providing Transportation Services.
4. You may be subject to certain background and driving record checks (including criminal and motor vehicle records) from time to time in order to qualify you to provide and remain eligible to provide Transportation Services. Further, you

agree to provide any necessary authorizations to facilitate our access to such records during the term of the Agreement.

5. UZURV has the right, at any time in its sole discretion, to deactivate or otherwise restrict you from accessing or using the Drive App or the UZURV Site if you fail to meet the requirements set forth in this Agreement.
6. Your vehicle shall at all times be:
 - (a) properly registered to operate as a passenger transportation vehicle in the territory;
 - (b) owned or leased by you, or otherwise in your lawful possession;
 - (c) suitable for performing the passenger transportation services contemplated by this Agreement; and
 - (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a vehicle of its kind and any additional standards or requirements in the applicable territory, and in a clean and sanitary condition.
7. You will not engage in reckless behavior while driving, drive unsafely, operate a vehicle that is unsafe to drive, or permit an unauthorized third party to accompany you in the vehicle while providing Transportation Services.
8. You will not provide Transportation Services as a Driver while under the influence of alcohol or drugs or take any action that harms or threatens to harm the safety of the UZURV community or third parties. UZURV maintains a "zero tolerance" drug and alcohol policy.
9. You will only provide Transportation Services using the vehicle that has been reported to, and approved by UZURV, and for which supporting documentation has been provided to UZURV via the Drive App, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance).
10. You will not make any misrepresentation regarding UZURV, the UZURV Site, the Transportation Services or your status as a Driver.
11. You will not, while providing the Transportation Services, operate as a public carrier or taxi service, accept street hails, charge for rides (except as expressly provided in this Agreement), demand that a rider pay in cash, or use a credit card reader, such as a Square Reader, to accept payment or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.
12. You will not attempt to defraud UZURV or Riders on the UZURV Site in provision of Transportation Services. If we suspect that you have engaged in fraudulent activity, we may withhold applicable fares or other payments for the ride(s) in question.

13. You will make accommodation for Riders or service animals as required by law. It is the policy of UZURV to afford individuals with disabilities who require the assistance of a service animal equal access to our service. UZURV Drivers are required to always accommodate service animals.
14. You have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Transportation Services.
15. You understand that your personal auto insurance for the operation of your motor vehicle may not provide coverage for the use of a motor vehicle to provide Transportation Services and that, if comprehensive or collision coverage was purchased in addition to such insurance, the comprehensive or collision coverage may not apply to any damage which results from the use of the motor vehicle while providing Transportation Services or logged into the UZURV Site or Drive App.
16. You understand that If the vehicle with which you provide Transportation Services has a lien against it, or you are not the owner of the vehicle, you must notify the lienholder or owner of your intent to provide Transportation Services with the vehicle prior to providing Transportation Services. You may disclose to the lienholder or owner all insurance coverage information provided to you by UZURV. If you fail to provide the required insurance coverage under the terms of your contract with the lienholder or show evidence to the lienholder of the coverage provided by UZURV, you may violate the terms of your contract between you and your lienholder.
17. At any time you are providing Transportation Services on the UZURV Site, UZURV will continuously provide liability insurance in the following manner (detail found at <https://uzurv.com/insurance/>):
 - a. In an amount of not less than \$1,000,000 (\$1,500,000 for North Carolina & Nevada) for bodily injury to or death of one or more persons and injury to or destruction of property of others in any one accident or motor vehicle crash that occurs while the driver is providing transportation services;
 - b. In an amount of not less than \$50,000 for bodily injury to or death of one person in any one accident or motor vehicle crash that occurs while the Driver is logged into the UZURV Site or Drive App and available to receive requests for Transportation Services but is not otherwise providing transportation services;
 - c. Subject to the minimum amount for one person required by paragraph (b), in an amount of not less than \$100,000 for bodily injury to or death of two or more persons in any one accident or motor vehicle crash that occurs while the driver is logged into the UZURV Site or Drive App and available to receive requests for Transportation Services but is not otherwise providing transportation services; and

- d. In an amount of not less than \$25,000 for injury to or destruction of property of others in any one accident or motor vehicle crash that occurs while the driver is logged into the UZURV Site or Drive App and available to receive requests for Transportation Services but is not otherwise providing Transportation Services, for the payment of tort liabilities arising from the maintenance or use of the motor vehicle.
18. You will pay all applicable federal, state and local taxes based on your provision of Transportation Services and any payments received by you.
19. You will not exchange personal phone numbers with Riders or their caregivers. All communication will be conducted through UZURV, the UZURV Site, or the Drive App.
20. You will not coerce Riders or their caregivers to make changes to accommodate your needs as a Driver.
21. You will not have additional non-approved passengers in the vehicle while conducting a UZURV trip.
22. You will not transport unaccompanied minors.
23. You are required to notify UZURV immediately of any change in your address, vehicle, criminal or driving record.
24. You are required to self-report any conflicts that may exist with the number of hours a Driver may be awake and alert due to other employment engagements and/or other extracurricular activities that would hinder, impede or reduce driving capabilities.
25. You will be bound by UZURV's Wireless Communications Policy and understand the dangers of wireless devices as a form of Distracted Driving.
26. In order to qualify to provide rides for certain Riders, if required, in accordance with Federal Transit Administration (FTA) Rule 49 CFR Part 655.14(b), you will have completed at least 60 minutes of drug and alcohol orientation and on the effects and consequences of prohibited drug use on personal health, safety, and the work environment, and on the signs and symptoms that may indicate prohibited drug use.

Documentation. To ensure your compliance with all requirements above, you must provide UZURV with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to your provision of any Transportation Services. Thereafter, you must submit to UZURV written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. UZURV shall, upon request, be entitled to review such licenses, permits, approvals, authority,

registrations and certifications from time to time, and your failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement.

Non-Discrimination. UZURV seeks to ensure that safe, reliable, and high-quality transportation options are available to everyone. Therefore, UZURV, and its affiliates including 360 Care LLC, prohibit discrimination against Riders or Drivers based on race, religion, national origin, disability, sexual orientation, sex, marital status, gender identity, age, or accessibility requirements, Rider's geographic departure point or destination, or any other characteristic protected under applicable federal or state law. Such discrimination includes, but is not limited to, refusing to provide or accept services based on any of these characteristics. Any Rider or Driver found to have violated this prohibition will lose access to the UZURV Site.

Ownership. The UZURV Site, Drive App, and UZURV Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the UZURV Site, Drive App, and UZURV Content (except User Content), including all associated intellectual property rights, are the exclusive property of UZURV and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the UZURV Site, Drive App, or UZURV Content.

Drive App License. Subject to your compliance with these terms of service, UZURV grants you a limited non-exclusive, non-transferable license to download and install a copy of the Drive App on a mobile device that you own or control and run such copy of the Drive App solely for your own personal use. UZURV reserves all rights in the Drive App not expressly granted to you by these terms.

Content License. Subject to your compliance with these terms of service, UZURV grants you a limited, non-exclusive, non-transferable license, to access and view any UZURV Content solely for your personal purposes or commercial purposes as allowed herein; you have no right to sublicense the license rights granted in these Terms.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the UZURV Site, Drive App, or UZURV Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by UZURV or its licensors, except for the licenses and rights expressly granted in these terms.

User Content We may, in our sole discretion, permit you to post, upload, publish, submit or transmit User Content. UZURV may, in its sole discretion, remove, delete, or otherwise limit any User Content. By making available any User Content on or through the UZURV Site and Drive App, you hereby grant to UZURV a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content on, through or by means of or to promote or market the UZURV Site and

Drive App, or for such other purposes as UZURV may deem, in its sole discretion, to be in the best interests of UZURV. UZURV does not claim any ownership rights in any such User Content and nothing in these terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the UZURV Site, Drive App and Transportation Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all User Content that you make available through the UZURV Site, Drive App and Transportation Services or you have all rights, licenses, consents and releases that are necessary to grant to UZURV the rights in such User Content, as contemplated under these terms; and (ii) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or UZURV 's use of the User Content (or any portion thereof) on, through or by means of the UZURV Site and Drive App will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Links. The UZURV Site and Drive App may contain links to third-party websites or resources. You acknowledge and agree that UZURV is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by UZURV of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the content, products or services on or available from such websites or resources.

Proprietary Rights Notice. All trademarks, service marks, logos, trade names and any other proprietary designations of UZURV used herein are property of UZURV. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

Feedback. We welcome and encourage you to provide feedback, comments and suggestions for improvements to the UZURV Site and Drive App ("Feedback"). You may submit Feedback by emailing us at support@uzurv.com. You acknowledge and agree that all Feedback will be the sole and exclusive property of UZURV and you hereby irrevocably assign to UZURV and agree to irrevocably assign to UZURV all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At UZURV's request and expense, you will execute documents and take such further acts as UZURV may reasonably request to assist UZURV to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

Copyright Policy. UZURV respects copyright law and expects its Users to do the same. It is UZURV's policy to terminate in appropriate circumstances the UZURV

Accounts of Users or other account holders who infringe or are believed to be infringing the rights of copyright holders.

Term. This Agreement shall commence on the date accepted by you and shall continue until terminated as set forth herein.

Termination. Driver may terminate this Agreement without cause at any time upon seven (7) days prior written notice to the UZURV. UZURV may terminate this Agreement without cause at any time for any reason. Either party may terminate this Agreement (a) immediately, without notice, for the other party's material breach of this Agreement; or (b) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, UZURV may terminate this Agreement or deactivate your Driver ID immediately, without notice, in the event you no longer qualify, under applicable law or the standards and policies of UZURV and its Affiliates, to provide Transportation Services or to operate the vehicle, or as otherwise set forth in this Agreement. Any Driver Terminated by UZURV may not re-apply to be a UZURV Driver until one (1) year after the effective date of any termination unless otherwise agreed to in writing by UZURV.

Effect of Termination. Upon termination of the Agreement, you shall: i.) immediately delete and fully remove the Drive App from any and all of your devices; ii.) Return any decal and/or trade dress provided by UZURV within 14 business days of termination. Outstanding payment obligations shall survive the termination of this Agreement.

Suspension, Termination and Account Cancellation. We may, in our discretion and without liability to you, for any reason or no reason, with or without cause, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your UZURV Account. If we do so, any or all of the following can occur with or without prior notice or explanation to you: (a) your UZURV Account will be deactivated or suspended, your password will be disabled, and you will not be able to access the UZURV Site, Drive App, your UZURV Account, your User Content, or receive assistance from UZURV Customer Service, (b) any pending or scheduled Rides may be immediately terminated, (c) we may communicate to your Rider that a potential ride has been cancelled, (d) we may refund any payment for any Ride in UZURV's sole discretion. You may cancel your UZURV Account at any time by sending an email to support@uzurv.com. Please note that if your UZURV Account is cancelled, we do not have an obligation to delete or return to you any User Content you have posted to the UZURV Site, Drive App, including, but not limited to, any reviews or Feedback.

Disclaimers. IF YOU CHOOSE TO USE THE UZURV SITE, DRIVE APP, TRANSPORTATION SERVICES, UZURV CONTENT, OR USER CONTENT, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT UZURV DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY USER, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE

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Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE UZURV SITE, DRIVE APP, UZURV CONTENT AND USER CONTENT, YOUR REQUESTING A RIDE VIA THE UZURV SITE OR

DRIVE APP, AND ANY CONTACT YOU HAVE WITH OTHER USERS, WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. NEITHER UZURV NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE UZURV SITE, DRIVE APP, UZURV CONTENT, USER CONTENT, OR PROGRAMS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE UZURV SITE, DRIVE APP, UZURV CONTENT OR USER CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE UZURV SITE, DRIVE APP OR PROGRAMS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE UZURV SITE, DRIVE APP, OR YOUR PARTICIPATION IN OTHER PROGRAMS HEREUNDER, OR FROM YOUR SCHEDULING OR ACCEPTANCE OF ANY RIDE VIA THE UZURV SITE OR DRIVE APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT UZURV HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT FOR OUR OBLIGATIONS TO PAY AMOUNTS TO TRANSPORTATION SERVICE PROVIDERS PURSUANT TO THESE TERMS AND CONDITIONS OF SERVICE, IN NO EVENT WILL UZURV'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE UZURV SITE, DRIVE APP, UZURV CONTENT, AND USER CONTENT, INCLUDING FROM THE USE OF OR INABILITY TO USE THE UZURV SITE, DRIVE APP, UZURV CONTENT, USER CONTENT AND ANY PROGRAM HEREUNDER EXCEED THE AMOUNTS YOU HAVE PAID FOR A RIDE VIA THE UZURV SITE OR DRIVE APP AND TRANSPORTATION SERVICES AS A RIDER, REQUESTER, DRIVER OR TRANSPORTATION SERVICE PROVIDER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED U.S. DOLLARS (US\$100), WHICHEVER IS GREATER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN UZURV AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification. You agree to release, defend, indemnify, and hold harmless UZURV and its affiliates and subsidiaries, and their officers, directors, employees and agents, from and against any and all claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable attorney and accounting fees, arising out of or in any way connected with (a) your access to or use of the UZURV Site, Drive App, or UZURV Content or your violation of these terms of service; (b) your User Content; (c) your (i) interaction with any User, (ii) scheduling of a Ride or failure to fulfill a Ride; or (iii) creation of a Listing; (d) the use or condition of a Transportation Service instrumentality, your vehicle, or TNC vehicle, including but not limited to any injuries,

losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of a Ride or use of a vehicle, Transportation Service or Transportation Service instrumentality hereunder.

Reporting Misconduct. If you have a User who you feel is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, (iii) you suspect is intoxicated while driving, or (iv) engages in any other disturbing conduct, you must immediately report such person to the appropriate authorities including to UZURV through our support@uzurv.com.

Entire Agreement. These terms of service constitute the entire and exclusive understanding and agreement between UZURV and you regarding the UZURV Site, Drive App, UZURV Content, User Content or other Programs and listings made via the UZURV Site and Drive App, and these terms supersede and replace any and all prior oral or written understandings or agreements between UZURV and you regarding the UZURV Site, Drive App, UZURV Content, User Content or other Program hereunder. In the event of a conflict, the State Specific provisions of this Agreement shall govern.

Choice of Law; Choice of Forum; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Any action to enforce this Agreement shall be venued in Richmond, Virginia. The parties agree that, subject to any provision to the contrary in the State Specific section of this Agreement, any action to enforce this Agreement shall be filed with the American Arbitration Association (AAA) and that AAA arbitration shall be the sole means to resolve disputes under this Agreement.

Notices. Any notices or other communications permitted or required hereunder, including those regarding modifications to these terms of service, will be in writing and given by UZURV (i) via email to the address that you provide or (ii) by posting to the UZURV Site or (iii) via the Drive App. For notices made by e-mail, such notices will be deemed to be received on the date they are transmitted. For notices made via the UZURV Site or Drive App, such notices will be deemed received on the date they are posted.

Assignment. You may not assign or transfer these terms of service, by operation of law or otherwise, without UZURV's prior written consent. Any attempt by you to assign or transfer these terms of service, without such consent, will be null and of no effect. UZURV may assign or transfer these terms of service, at its sole discretion, without restriction. Subject to the foregoing, these terms of service will bind and inure to the benefit of the parties, their successors and permitted assigns.

Waivers. The failure of UZURV to enforce any right or provision of these terms of service will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of UZURV. Except, as expressly set forth in these terms of service, the exercise by any party of any of its remedies under these terms of service

will be without prejudice to its other remedies. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these terms of service invalid or unenforceable, the other provisions of these terms of service will remain in full force and effect.

Modification. UZURV reserves the right, at its sole discretion, to modify the terms of this Agreement at any time, effective upon publishing an updated version of this Agreement on UZURV's website; <https://uzurv.com/drivers/>. UZURV reserves the right to modify any information referenced at hyperlinks from this Agreement from time to time. You hereby acknowledge and agree that, by using the UZURV Site, or downloading, installing or using the Drive App, you are bound by any future amendments and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein, including with respect to fare calculations. Continued use of the UZURV Site or Drive App after any such changes shall constitute your consent to such changes. By continuing to access or use the UZURV Site or Drive App after we have posted a modification or update—regardless of whether we have provided you with notice of the changes—you are agreeing to be bound by the modified terms. If the modified terms are not acceptable to you, your only recourse is to cease using the UZURV Site and the Drive App. Unless changes are made to the arbitration provisions herein, you acknowledge and agree that modification of this Agreement does not create a renewed opportunity to opt out of arbitration.

Severability. If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims.

Survival. All Sections of this Agreement that by their terms require survival beyond the termination of this Agreement shall survive such termination.

General. The failure of UZURV to enforce any right or provision of these terms of service will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of UZURV. Except, as expressly set forth in these terms of service, the exercise by any party of any of its remedies under these terms of service will be without prejudice to its other remedies. If for any reason an arbitrator or a court of competent jurisdiction finds any provision of these terms of service invalid or unenforceable, the other provisions of these terms of service will remain in full force and effect.

Governing Law. Arbitration The interpretation of this Agreement shall be governed by Delaware law without regard to the choice or conflicts of law provisions of any

jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the UZURV services shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of Wilmington, DE. However, neither the choice of law provision regarding the interpretation of this Agreement nor the forum selection provision is intended to create any other substantive right to non-Delawareans to assert claims under law whether that be by statute, common law, or otherwise. These provisions are only intended to specify the use of Delaware law to interpret this Agreement and the forum for disputes asserting a breach of this Agreement, and these provisions shall not be interpreted as generally extending Delaware law to you if you do not otherwise reside or provide services in Delaware. The failure of UZURV to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by UZURV in writing.

Other than disputes regarding the intellectual property rights of the parties, any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the UZURV Services may be subject to arbitration.

Important Note Regarding this Arbitration provision:

- Arbitration does not limit or affect the legal claims you may bring against UZURV. Agreeing to arbitration only affects where any such claims may be brought and how they will be resolved.
- Arbitration is a process of private dispute resolution that does not involve the civil courts, a civil judge, or a jury. Instead, the parties' dispute is decided by a private arbitrator selected by the parties using the process set forth herein. Other arbitration rules and procedures are also set forth herein.
- Unless the law requires otherwise, as determined by the Arbitrator based upon the circumstances presented, you will be required to split the cost of any arbitration with UZURV.
- **IMPORTANT:** This arbitration provision will require you to resolve any claim that you may have against UZURV on an individual basis pursuant to the terms of the Agreement unless you choose to opt out of the arbitration provision. This provision will preclude you from bringing any class, collective, or representative action against UZURV. It also precludes you from participating in or recovering relief under any current or future class, collective, or representative action brought against the UZURV by someone else.

WHETHER TO AGREE TO ARBITRATION IS AN IMPORTANT BUSINESS DECISION. IT IS YOUR DECISION TO MAKE, AND YOU SHOULD NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THIS AGREEMENT AS IT IS NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION. YOU SHOULD TAKE REASONABLE STEPS TO CONDUCT FURTHER RESEARCH AND TO CONSULT WITH OTHERS — INCLUDING BUT NOT LIMITED TO AN ATTORNEY — REGARDING THE CONSEQUENCES OF YOUR

DECISION, JUST AS YOU WOULD WHEN MAKING ANY OTHER IMPORTANT BUSINESS OR LIFE DECISION.

How This Arbitration Provision Applies. This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and evidences a transaction involving commerce. This Arbitration Provision applies to any dispute arising out of or related to this Agreement or termination of the Agreement and survives after the Agreement terminates. Nothing contained in this Arbitration Provision shall be construed to prevent or excuse you from utilizing any procedure for resolution of complaints established in this Agreement (if any), and this Arbitration Provision is not intended to be a substitute for the utilization of such procedures. Except as it otherwise provides, this Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. This Arbitration Provision requires all such disputes to be resolved only by an arbitrator through final and binding arbitration on an individual basis only and not by way of court or jury trial, or by way of class, collective, or representative action. Such disputes include without limitation disputes arising out of or relating to interpretation or application of this Arbitration Provision, including the enforceability, revocability or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an Arbitrator and not by a court or judge. Except as it otherwise provides, this Arbitration Provision also applies, without limitation, to disputes arising out of or related to this Agreement and disputes arising out of or related to your relationship with UZURV, including termination of the relationship. This Arbitration Provision also applies, without limitation, to disputes regarding any city, county, state or federal wage-hour law, trade secrets, unfair competition, compensation, breaks and rest periods, expense reimbursement, termination, harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by UZURV and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), Genetic Information Non-Discrimination Act, and state statutes, if any, addressing the same or similar subject matters, and all other similar federal and state statutory and common law claims. This Agreement is intended to require arbitration of every claim or dispute that lawfully can be arbitrated, except for those claims and disputes which by the terms of this Agreement are expressly excluded from the Arbitration Provision. The parties expressly agree that UZURV is an intended third-party beneficiary of this Arbitration Provision.

Limitations On How This Agreement Applies. The disputes and claims set forth below shall not be subject to arbitration and the requirement to arbitrate set forth in this Arbitration Provision shall not apply: Claims for workers compensation, state disability insurance and unemployment insurance benefits; Regardless of any other terms of this Arbitration Provision, claims may be brought before and remedies awarded by an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission (www.eeoc.gov), the U.S. Department of Labor (www.dol.gov),

the National Labor Relations Board (www.nlr.gov), or the Office of Federal Contract Compliance Programs (www.dol.gov/esa/ofccp). Nothing in this Arbitration Provision shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration; Disputes that may not be subject to pre-dispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Arbitration Provision; Disputes regarding your, or UZURV's intellectual property rights; This Arbitration Provision shall not be construed to require the arbitration of any claims against a contractor that may not be the subject of a mandatory arbitration agreement as provided by section 8116 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2010 (Pub. L. 111-118), section 8102 of the Department of Defense ("DoD") Appropriations Act for Fiscal Year 2011 (Pub. L. 112-10, Division A), and their implementing regulations, or any successor DoD appropriations act addressing the arbitrability of claims.

Selecting The Arbitrator and Location of the Arbitration. The Arbitrator shall be selected by mutual agreement of the UZURV and you. Unless you and UZURV mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If the Parties cannot agree on an Arbitrator, then an arbitrator will be selected using the alternate strike method from a list of five (5) neutral arbitrators provided by JAMS (Judicial Arbitration & Mediation Services). You will have the option of making the first strike. If a JAMS arbitrator is used, then the JAMS Streamlined Arbitration Rules & Procedures rules will apply. Those rules are available here: <http://www.jamsadr.com/rules-streamlined-arbitration/>

The location of the arbitration proceeding shall be no more than 45 miles from the place where you last provided transportation services under this Agreement, unless each party to the arbitration agrees in writing otherwise.

Starting The Arbitration.

All claims in arbitration are subject to the same statutes of limitation that would apply in court. The party bringing the claim must demand arbitration in writing and deliver the written demand by hand or first class mail to the other party within the applicable statute of limitations period. The demand for arbitration shall include identification of the Parties, a statement of the legal and factual basis of the claim(s), and a specification of the remedy sought. Any demand for arbitration made to UZURV shall be provided to UZURV Holdings Inc, 413 Stuart Circle, Richmond, VA 23220. The arbitrator shall resolve all disputes regarding the timeliness or propriety of the demand for arbitration. A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such provisional relief.

How Arbitration Proceedings Are Conducted. In arbitration, the Parties will have the right to conduct adequate civil discovery, bring dispositive motions, and present witnesses and evidence as needed to present their cases and defenses, and any disputes in this regard shall be resolved by the Arbitrator. You and UZURV agree to resolve any dispute in arbitration on an individual basis only, and not on a class, collective, or private attorney general representative action basis. The Arbitrator shall have no authority to consider or resolve any claim or issue any relief on any basis other than an individual basis. If at any point this provision is determined to be unenforceable, the parties agree that this provision shall not be severable, unless it is determined that the Arbitration may still proceed on an individual basis only. While UZURV will not take any retaliatory action in response to any exercise of rights you may have under Section 7 of the National Labor Relations Act, if any, UZURV shall not be precluded from moving to enforce its rights under the FAA to compel arbitration on the terms and conditions set forth in this Agreement.

Paying For The Arbitration. Each party will pay the fees for his, her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law (i.e., a party prevails on a claim that provides for the award of reasonable attorney fees to the prevailing party). In all cases where required by law, UZURV will pay the Arbitrator's and arbitration fees. If under applicable law UZURV is not required to pay all of the Arbitrator's and/or arbitration fees, such fee(s) will be apportioned equally between the Parties or as otherwise required by applicable law. Any disputes in that regard will be resolved by the Arbitrator.

The Arbitration Hearing And Award. The Parties will arbitrate their dispute before the Arbitrator, who shall confer with the Parties regarding the conduct of the hearing and resolve any disputes the Parties may have in that regard. Within 30 days of the close of the arbitration hearing, or within a longer period of time as agreed to by the Parties or as ordered by the Arbitrator, any party will have the right to prepare, serve on the other party and file with the Arbitrator a brief. The Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this Arbitration Provision. The Arbitrator will issue a decision or award in writing, stating the essential findings of fact and conclusions of law. Except as may be permitted or required by law, as determined by the Arbitrator, neither a party nor an Arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all Parties. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The Arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error.

Your Right To Opt Out Of Arbitration. Arbitration is not a mandatory condition of your contractual relationship with UZURV. If you do not want to be subject to this Arbitration Provision, you may opt out of this Arbitration Provision by notifying UZURV in writing of your desire to opt out of this Arbitration Provision, either by (1) sending, within 30 days

of the date this Agreement is executed by you a letter by U.S. Mail, or by any nationally recognized delivery service (e.g, UPS, Federal Express, etc.), or by hand delivery to: UZURV Holdings, Inc., Attn: Legal Department, 413 Stuart Circle Richmond, VA 23220.

In order to be effective, the letter must clearly indicate your intent to opt out of this Arbitration Provision, and must be dated and signed. The envelope containing the signed letter must be received (if delivered by hand) or post-marked within 30 days of the date this Agreement is executed by you. Your writing opting out of this Arbitration Provision, will be filed with a copy of this Agreement and maintained by UZURV. Should you not opt out of this Arbitration Provision within the 30-day period, you and UZURV shall be bound by the terms of this Arbitration Provision. You have the right to consult with counsel of your choice concerning this Arbitration Provision. You understand that you will not be subject to retaliation if you exercise your right to assert claims or opt-out of coverage under this Arbitration Provision.

Enforcement Of This Agreement. This Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes arising out of this Agreement. Except as stated in subsection v, above, in the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. By signing below, you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that you agree to be bound by the terms and conditions of the Agreement, and that you are legally competent to enter into this Agreement with UZURV.

STATE-SPECIFIC REQUIREMENTS:

Click a state below to see requirements for your area.

[AL](#) • [AZ](#) • [CA](#) • [FL](#) • [GA](#) • [IL](#) • [IN](#) • [LA](#) • [MD](#) • [MA](#) • [NV](#) • [NJ](#) • [NY](#) • [NC](#) • [OH](#) • [OR](#) • [SC](#) • [TN](#) • [TX](#) • [VA](#) • [WA](#)

AGREED TO AND ACCEPTED BY:

Signature: _____

Name: _____

Date: _____

Compliance with PA Chapter 26

Ensuring driver compliance with Chapter 26 through UZURV's Driver On-Boarding and Tracking System (DOTS)

DOTS is a proprietary system built by UZURV to supervise the work of keeping our Driver partners compliant with all state and UZURV rules and regulations. DOTS is both a Workflow engine, which guides Drivers through the onboarding pipeline until they have reached full compliance, and a Compliance Monitoring system, which tracks each Driver's compliance record daily.

The DOTS system is highly-configurable, allowing us to layer compliance requirements that are specific to each State or Municipality. For all markets, Drivers must pass required criminal background checks, motor vehicle records (MVR) check, and Sex Offender Registry search. We use CheckR to perform criminal background and Sex Registry checks, and Samba Safety to perform MVR checks. Once approved and onboarded, every active driver is subject to continuous monitoring through Samba and CheckR.

Applicants who wish to drive on the UZURV Platform will go through a screening and onboarding process that is managed by DOTS and overseen by our driver onboarding team. Drivers will download the UZURVDrive App and follow the step by step process to completion. Please click here to see a video demo of the **Driver app Onboarding process**.

Our Driver Onboarding team reviews every candidate driver's new documents or screenings for compliance on a daily basis. Examples of documents would include vehicle registration, vehicle photo, required inspection, insurance documents, photo of the driver, and his/her driving license and auto insurance.

Ensuring drivers provide service to persons with disabilities

UZURV's business model is to help individuals, families, agencies, organizations, non-profits, and communities ensure everyone, no matter their mobility needs, has access to safe, reliable, and affordable transportation. Our integrated approach to mobility combines the power of technology and a network of fully FTA compliant drivers to drive better performance, savings, and service. Because of our focus on providing a service that includes a higher level of care (door to door service for example) the majority of our riders are persons with special needs/disabilities.

UZURV provides all drivers with accessibility compliance information for persons with disabilities, including information about accommodating a rider with a disability. All UZURV drivers are required to comply with all applicable laws regarding non-discrimination against riders or potential riders, as well as all applicable laws relating to the accommodation of service animals. All UZURV drivers

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accommodate passengers with canes, walkers, or other mobility devices that can readily fit within a non-wheelchair-accessible (Basic) TNC Vehicle.

Additionally, driver partners must complete comprehensive training before being allowed to operate on our platform. This curriculum includes elements specific to persons with special needs/disabilities, including:

- UZURV Introduction: Providing a Higher Level of Care
 - Serving paratransit and non-emergency medical transportation
- ADA Law and Requirements of Service
- UZURV Operations Best Practices & Procedures
 - Door-to-Door Service
- CPR & First Aid

Compliance with Non-Discrimination Requirements

Ensuring drivers are informed of non-discrimination policy

Driver partners must complete comprehensive training before being allowed to operate on our platform. This curriculum includes elements specific to non-discrimination, including:

- **Safety & Security**
 - Non-discrimination policy: Title VI

Additionally, All UZURV drivers are required to review and electronically sign our Partner Agreement and Terms of Service as a condition of contracting with UZURV. This document is kept in our proprietary DOTS system as part of the drivers profile. The terms of service and partner agreement documents are included in this application submission. In UZURV's **Terms of Service** section: *User Conduct* also describe the driver's requirements and responsibilities for compliance with non-discrimination policies.

Attachment C

Vehicle Safety Program

Please explain:

- a. How your policy or your written policy will ensure that vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) and Chapter 26.
- b. Plans for ensuring that vehicles which no longer meet vehicle age and/or vehicle mileage standards shall be replaced in a timely fashion.
- c. How your policy or your written policy will ensure vehicles engaged in TNC service display their respective TNC placard in accordance with Chapter 26.

TNP Vehicle Vetting and Inspection

Driver Vehicle Compliance

Following are minimum requirements we have established for driver vehicles to meet before they are approved to be connected to potential passengers on our digital platform:

- Must provide proof of Valid Vehicle Insurance which meets state requirements
- Must provide valid vehicle registration
- Must provide vehicle photo and full vehicle description (make, model, age, VIN)
- Must possess a clean Driving record as defined by state requirements--as established by review of driving history which is obtained from Motor Vehicle Records
- An applicant is **prohibited** from access to the network if he or she, does not meet the criteria of **(67 Pa. Code, Chapter 175) and Chapter 26.**
- Must pass a comprehensive Criminal Background

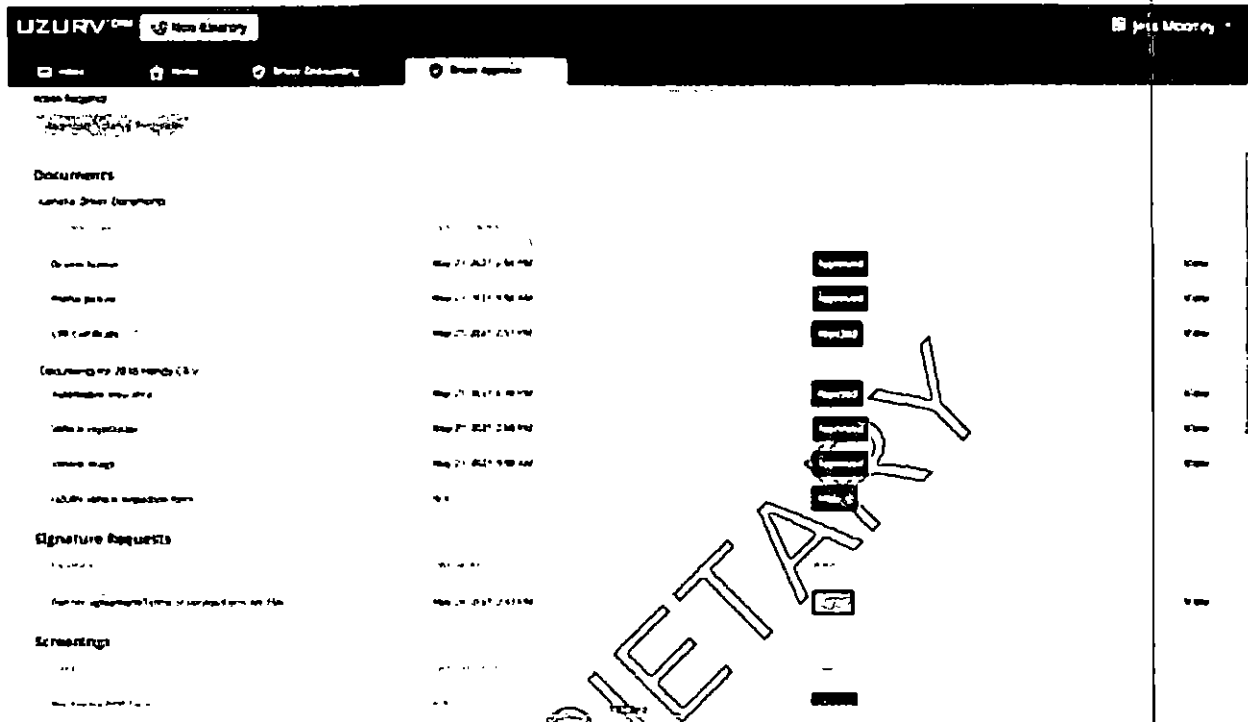
Following are minimum requirements we have established for vehicles to meet before they are approved to provide transportation on our platform:

- Valid Registration in the state of service, or permissible states
- Vehicles are not more than 10 years old and no more than 350,000 miles
- Vehicle type is sedan or other light-duty vehicle, including a van, minivan, sport utility vehicle, hatchback, convertible or pickup truck that is equipped and licensed for use on a public highway.
- Vehicles are not less than 4 doors and not more than 8 passengers including the driver
- Vehicles are not designated "salvage," "rebuilt," "junk," "total loss," or any equivalent classification in any jurisdiction.
- Vehicle meets inspection requirements of the State.

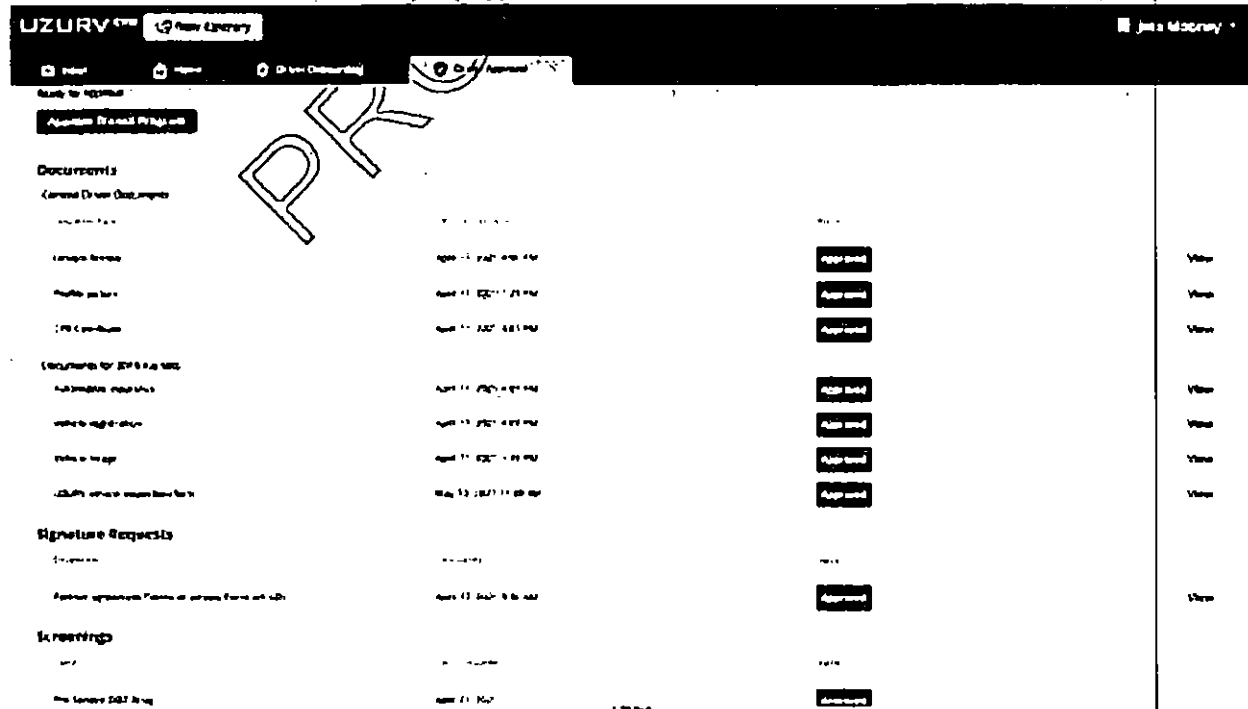
Driver Vehicle On-Boarding

Our Driver Onboarding team reviews every candidate driver's new documents or screenings for compliance on a daily basis. Examples of documents would include vehicle registration, vehicle photo, required inspection, insurance documents, photo of the driver and his/her driving license and auto insurance. When we view the Vehicle Inspection Form, for example, by clicking "View" (see screenshot below) it will open the vehicle inspection form. This first screenshot (1) displays a driver that has just begun submitting information - you'll notice that some are red for "Rejected" or "Missing". We review to confirm that the vehicle passed inspection, matches the vehicle on file, has the correct dates and that the inspection form was correctly completed by the mechanic.

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The second screenshot shows what we require for a completed driver candidate who is waiting for final review.



UZURV

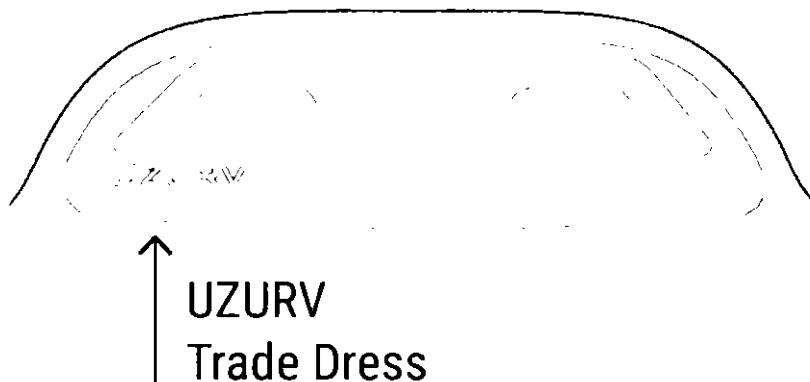
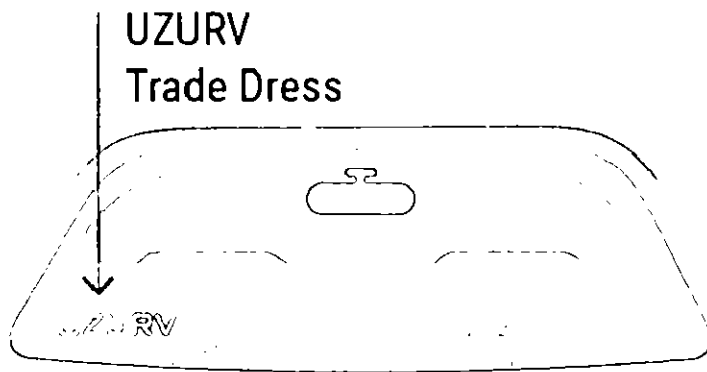
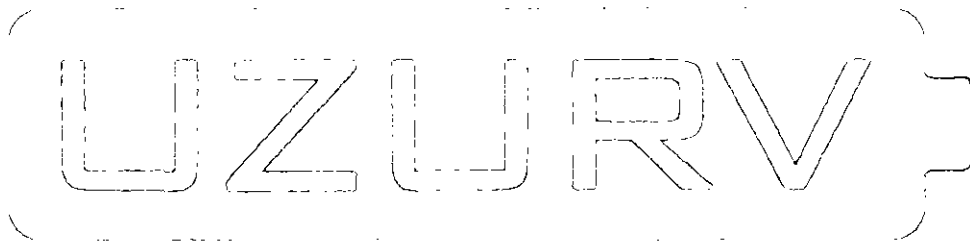
Continuing Compliance

When a driver completes all the onboarding steps successfully, our DOTS platform oversees continuing compliance. Several times each day, DOTS reviews driver documents, signatures, certifications, drug tests, and MVR and criminal screenings against any state, or other requirements. Expiring or expired compliance criteria, for example vehicle inspection, age of vehicle, trigger compliance alerts in the System, and Drivers who do not meet current program requirements are automatically and immediately suspended.

UZURV

UZURV Trade Dress

The UZURV trade dress pictured below is displayed in the front and rear of the vehicle. The trade dress is made of reflective material, is large and color contrasted to be easily readable from the front and rear of the vehicle at a distance of 50 feet.



Attachment D

Customer Service Standards

Please explain:

- a. Please describe your customer service standards.
- b. Your plan to inform customers of how to file complaints with the PUC;
- c. Your intended customer complaint resolution procedure.



Customer Service Support

Information Provided to Customers to File a Complaint

UZURV provides riders and drivers with several ways to offer feedback on experiences with UZURV.

24-hour customer service:

866-UZURV-36 (866-898-7836)

Email Address: ridersupport@uzurv.com; driversupport@uzurv.com

Web site: <https://uzurv.com/contact/>

Response times to messages through email or by voice mail are not more than 24 hours.

Additionally, for riders or drivers in Pennsylvania, our website indicates that complaints are addressed as follows:

If you have a complaint or question about a TNC, you can contact the nearest PUC Motor Carrier Enforcement Office:

- PUC Enforcement Pittsburgh & Altoona District Office Phone: 412-423-9310
- PUC Enforcement Philadelphia District Office Phone: 215-965-3721
- PUC Enforcement Harrisburg District Office Phone: 717-787-7598
- PUC Enforcement Scranton District Office Phone: 570-963-4590

The Rider and Driver apps:

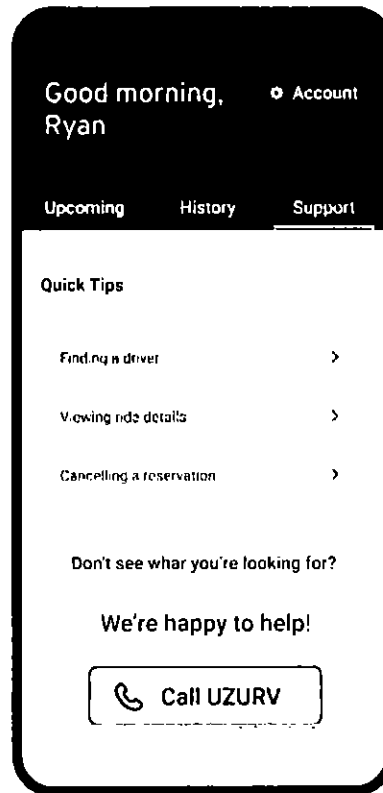
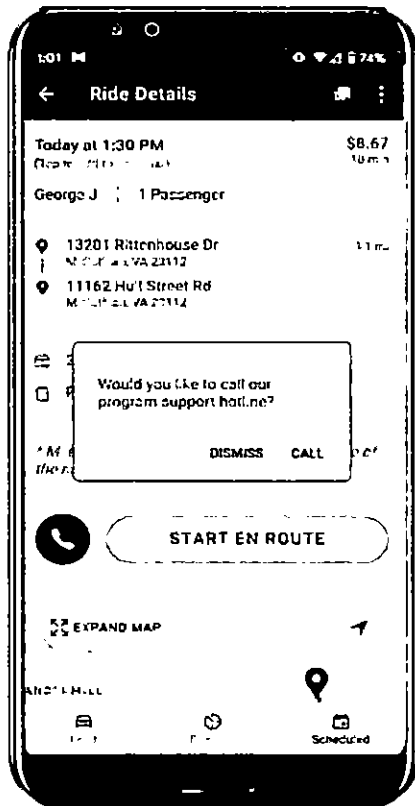
The UZURV rider and driver apps allow riders and drivers to contact UZURV directly by phone or by email to leave feedback on a trip.

Rider Complaint Resolution Procedure

Upon receipt of a rider complaint, UZURV reviews the nature of the complaint to determine next steps. Allegations of public safety violations, zero-tolerance violations, and non-discrimination violations, require immediate suspension pending the outcome of the investigation. At the completion of UZURV's investigation, and based upon the findings of fact, final action may include permanent suspension of driver from the platform, time-limit suspension of driver from the platform, ensuring the driver and rider are not paired for future rides, or returning the driver to normal service. Founded complaints of public safety violations, zero-tolerance violations, and non-discrimination violations, require permanent suspension of the driver from our platform.

THE ADAPTIVE TRANSPORTATION NETWORK COMPANY

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UZURV
413 STUART CIR # 100
RICHMOND VA 23220

1.0 LBS LTR

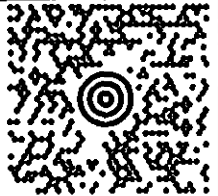
1 OF 1

SHIP TO:
SECRETARY
PA PUBLIC UTILITY COMMISSION
400 NORTH ST FL 2
HARRISBURG PA 17120

RECEIVED

APR 25 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

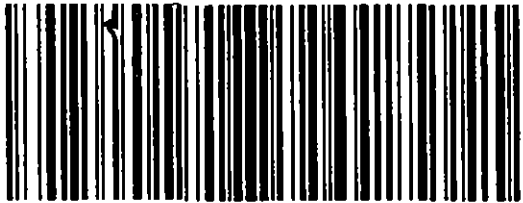


PA 171 9-20



UPS NEXT DAY AIR SAVER 1P

TRACKING #: 1Z E9Y 154 13 9215 1058



BILLING: 3RD PARTY

