

## DRIVER SERVICES AGREEMENT

*Effective January 6, 2016*

This Driver Services Agreement (this “**Agreement**”) constitutes a legal agreement between you, an individual (“**you**”), and VeriFone, Inc., a Delaware corporation (as applicable, “**Verifone**”).

Verifone provides lead generation to providers of ground transportation services (the “**Ehail Services**”). The Ehail Services enable an authorized transportation provider to seek, receive and fulfill requests for ground transportation services from an authorized user of a Verifone Ehail App (defined below), including Verifone Curb® Ehail App. You are a provider of ground transportation services and desire to enter into this Agreement for the purpose of accessing and using the Ehail Services.

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

In order to use the Ehail 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 Verifone shall be bound by the terms and conditions set forth herein.

**IMPORTANT: PLEASE NOTE THAT TO USE THE EHAIL 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 VERIFONE ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE ARBITRATION PROVISION. BY VIRTUE OF YOUR EXECUTION OF THIS AGREEMENT, WHETHER ELECTRONIC OR OTHERWISE, 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. “App Payment”** has the meaning set forth in Section 4.2.
- 1.3. “City Addendum”** means an addendum to this Agreement setting forth additional Territory-specific terms, as updated by Verifone from time to time.
- 1.4. “Device”** means a Verifone Device, a Fleet Device or Your Device, as the case may be.

**1.5. “Driver App”** means a software application provided by Verifone that enables you to access the Ehaul Services for the purpose of seeking, receiving and fulfilling requests for transportation services by Users, as may be updated or modified from time to time.

**1.6. “Dispatch Association”** means a dispatch association or network that dispatches taxicabs or other vehicles for-hire and with which a Vehicle you use to provide Transportation Services is affiliated.

**1.7. “Driver ID”** means (as applicable) the identification and password key that may be assigned by Verifone to you that enables you to use and access the Driver App.

**1.8. “Ehaul App”** means any software application that permits potential Vehicle passengers to electronically hail and summon a Vehicle, including, without limitation, any such software application operating on a mobile computing device (*e.g.*, smart phone), desktop computing device, in a mobile “app,” via a web browser and/or via another means of electronic communication (*e.g.*, SMS text message).

**1.9. “Ehaul Services”** mean Verifone’s on-demand lead generation and related services that enable transportation providers to seek, receive and fulfill requests for transportation services by Users seeking transportation services, which services include Verifone’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.

**1.10. “Fare”** has the meaning set forth in Section 4.1.

**1.11. “Fare Calculation”** has the meaning set forth in Section 4.1.

**1.12. “Fleet Device”** means a computing device to which you are provided use or access for the purpose, among other things, of enabling your use of the Driver App to provide Transportation Services, which computing device is owned or controlled by the owner of the Vehicle you are using to provide Transportation Services and/or the Dispatch Association with whom such Vehicle is affiliated.

**1.13. “Hack License”** means the license(s) required by applicable law, rules or regulations for a party to operate a Vehicle and provide Transportation Services in the Territory (*e.g.*, hack license, public chauffeur license, etc.).

**1.14. “Remittal Amount”** has the meaning set forth in Section 4.2.

**1.15. “Service Fee”** has the meaning set forth in Section 4.6.

**1.16. “Services Data”** means all data related to the access and use of the Ehaul Services hereunder, including, without limitation, (A) all data related to Users (including User Information), (B) all data related to the provision of Transportation Services in connection with, or as a result of the Ehaul Services and/or the Driver App, and (C) the Driver ID.

**1.17. “Surcharge”** means any applicable tax, assessment, fee, surcharge or other amount required by applicable law or regulation to be added to or assessed on Fares and/or Transportation Services as reasonably determined by the Ehaul Services based on available information.

**1.18. “Territory”** means the city or metro areas in the United States in which you are enabled by the Driver App to provide Transportation Services.

**1.19. “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 Ehaul Services based on available information.

**1.20. “Transaction Fee”** has the meaning set forth in Section 4.5.

**1.21. “Transportation Services”** means your provision of ground transportation services to Users via the Ehaul Services in the Territory using a Vehicle.

**1.22. “Trip”** has the meaning set forth in Section 4.1.

**1.23. “Trip Request”** means a User request for Transportation Services.

**1.24. “User”** means an end user authorized by Verifone to use a Verifone Ehaul App for the purpose of obtaining Transportation Services offered by Verifone’s transportation provider clients.

**1.25. “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.

**1.26. “Vehicle”** means a taxicab, livery vehicle and/or other for-hire vehicle that (A) is duly licensed and authorized to operate as such in the Territory, (B) as lawfully in your possession and control during the period for which you are using such vehicle to provide Transportation Services, and (C) meets the then-current Verifone requirements for a Vehicle being used in connection with the Ehaul Services.

**1.27. “Verifone Ehaul App”** means an Ehaul App that is owned, operated and/or authorized by Verifone.

**1.28. “Verifone Device”** means a computing device owned or controlled by Verifone that is provided to you solely for your use of the Driver App to provide Transportation Services.

**1.29. “Your Device”** means a mobile computing device (*e.g.*, smartphone) owned or controlled by you that (A) meets the then-current Verifone specifications for mobile computing devices used in connection with the Ehaul Services; and (b) on which the Driver App has been installed as authorized by Verifone solely for the purpose of providing Transportation Services.

## **2. Use of the Ehaul Services**

**2.1. Driver IDs.** Verifone may issue you a Driver ID to enable you to access and use the Driver App on a Device in accordance with this Agreement, which Driver ID may, as determined by Verifone, be your Hack License number. You acknowledge and agree that you are required to fulfill a Trip Request using the Driver App at least once a month to maintain an active Driver profile, and Verifone reserves the right to deactivate your Driver ID if you have not fulfilled a Trip Request 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 Verifone 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, Trip Requests may appear to you via the Driver App if you are available and in the vicinity of the User. If you accept a Trip Request, the Ehaul 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 a Verifone Ehaul App. You acknowledge and agree that once you have accepted a Trip Request, Verifone’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, medallion number, and license plate number. You shall not contact any Users for any reason except for the purposes of fulfilling Transportation Services. As between Verifone 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 Ehaul Services or any Verifone Devices or Fleet 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. Verifone 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 Verifone 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 Verifone.** You acknowledge and agree that Verifone's provision to you of the Driver App and the Ehaul Services creates a direct business relationship between Verifone and you. Verifone 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 Ehaul Services. You retain the option, via the Driver App, to attempt to accept or to decline or ignore a Trip Request via the Ehaul Services, or to cancel an accepted Trip Request via the Driver App, subject to Verifone's then-current cancellation policies. With the exception of any signage required by local law or permit/license requirements, Verifone shall have no right to require you to: (a) display Verifone's or any of its Affiliates' names, logos or colors on your Vehicle(s); or (b) wear a uniform or any other clothing displaying Verifone'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 Ehaul Services; and (ii) engage in any other occupation or business. Verifone retains the right to, at any time at Verifone's sole discretion, deactivate or otherwise restrict you from accessing or using the Driver App or the Ehaul Services in the event of a violation of this Agreement, your disparagement of any Verifone Ehaul App, your disparagement of Verifone or any of its Affiliates, your act or omission that causes harm to Verifone's or its Affiliates' brands, reputation or business as determined by Verifone in its sole discretion, or for any other reason at the reasonable discretion of Verifone.

**2.5. Ratings.**

2.5.1. You acknowledge and agree that, after receiving Transportation Services, a User may be prompted by the Verifone Ehaul App to provide a rating of you and such Transportation Services and, optionally, to provide comments or feedback about you and such Transportation Services.

2.5.2. You acknowledge that Verifone desires that Users have access to high-quality services via any Verifone Ehaul App. In order to continue to receive access to the Driver App and the Ehaul Services, you must maintain an average rating by Users that exceeds the minimum average acceptable rating established by Verifone for your Territory, as may be updated from time to time by Verifone in its sole discretion ("**Minimum Average Rating**"). In the event your average rating falls below the Minimum Average Rating, Verifone will notify you and may provide you, in Verifone's discretion, a limited period of time to raise your average rating above the Minimum Average Rating. If you do not increase your average rating above the Minimum Average Rating within the time period allowed (if any), Verifone reserves the right to deactivate your access to the Driver App and the Ehaul Services. Additionally, you acknowledge that your repeated failure to

accept Trip Requests while you are logged in to the Driver App creates a negative experience for Users of Verifone's mobile application. If you repeatedly fail to accept Trip Requests, Verifone reserves the right to deactivate your access to the Driver App and the Ehaul Services.

- 2.5.3. Verifone and its Affiliates reserve the right to use, share and display User ratings and comments of and about you and your Transportation Services in any manner in connection with the business of Verifone and its Affiliates. You acknowledge and agree that Verifone and its Affiliates are distributors (without any obligation to verify) and not publishers of User ratings and comments.

## 2.6. Devices.

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

- 2.6.2. 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) Verifone shall make available the Driver App for installation on Your Device. Verifone 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 Your 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 Ehaul Services may consume very large amounts of data through the data plan. **VERIFONE ADVISES THAT YOUR DEVICE ONLY BE USED UNDER A DATA PLAN WITH UNLIMITED OR VERY HIGH DATA USAGE LIMITS, AND VERIFONE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FEES, COSTS, OR OVERAGE CHARGES ASSOCIATED WITH ANY DATA PLAN.**

**2.7. Location Based Services.** You acknowledge and agree that your geo-location information must be provided to the Ehaul 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 Ehaul Services when you are logged into the Driver App and available to receive Trip Requests 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, Verifone 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 Hack 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 all 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 Verifone reserves the right, at any time in Verifone's sole discretion, to deactivate or otherwise restrict you from accessing or using the Driver App or the Ehaul 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 Verifone 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 Verifone written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. Verifone 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.** Subject to applicable law, rules or regulations, you are entitled to charge a fare for each instance of completed Transportation Services (a "**Trip**") provided to a User that are obtained via the Ehaul 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 a User that you provide Transportation Services to for any Tolls or Surcharges incurred during or in connection with the provision of Transportation Services. You: (i) appoint Verifone as your limited payment collection agent solely for the purpose of accepting the Fare and applicable Tolls and Surcharges from the User on your behalf via the payment processing functionality facilitated by the Ehaul Services; and (ii) agree that payment made by User to Verifone shall be considered the same as payment made directly by User to you.

#### **4.2. Your Payment.**

4.2.1. *Passenger Payment.* Upon the completion of each Trip, the relevant passenger may pay for the applicable Fare, Tolls and Surcharges either in the Vehicle or via a Verifone Ehaul App. A payment made via a Verifone Ehaul App is referred to herein as an "**App Payment.**"

- 4.2.2. *Dispatch Association Affiliate.* With respect to any App Payment for a trip resulting from a Trip Request accepted by you via a Fleet Device, then, unless otherwise required by applicable law, rule or regulation or otherwise designated by the relevant Dispatch Association, (A) Verifone will remit the applicable Remittal Amount (defined below) for such App Payment to such Dispatch Association within no more than 5 business days and (B) such Dispatch Association or network will remit the Remittal Amount to you, less any amounts you have agreed it may deduct, in accordance with its standard cashing practices for payment of drivers. Notwithstanding the foregoing, in the event that (X) the relevant Dispatch Association, or applicable law or regulation requires, that you be paid directly, and (Y) you have completed and delivered to Verifone all forms required by Verifone for electronic funds transfer, then Verifone will remit the applicable Remittal Amount for an App Payment to you within two (2) business days of the date on which the App Payment is processed.
- 4.2.3. *Independent Operator.* With respect to any App Payment for Trip resulting from a Trip Request accepted by you via Your Device or a Verifone Device, if you have completed all forms required by Verifone for electronic funds transfer, then Verifone will remit the applicable Remittal Amount for an App Payment to you within two (2) business days of the date on which the App Payment is processed.
- 4.2.4. *Remittal Amount.* “**Remittal Amount**” means, with respect to any App Payment, the applicable Fare, Tolls and Surcharges, less the applicable Transaction Fee and Service Fee. If you and Verifone have separately agreed, Verifone may deduct other amounts from the Fare prior to remittance to you (e.g., any fees set out in a City Addendum, mobile device usage charges, etc.).

**4.3. Changes to Fare Calculation.** Subject to applicable, law, rule and regulation, Verifone reserves the right to change the Fare Calculation at any time in Verifone’s discretion based upon local market factors, and Verifone will provide you with notice in the event of such change that would result in a change in the recommended Fare for each Trip. Continued use of the Ehaul Services after any such change in the Fare Calculation shall constitute your consent to such change.

**4.4. Fare Adjustment.** Verifone reserves the right to: (i) adjust the Fare for a particular Trip (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 Ehaul Services, etc.); or (ii) cancel the Fare for a particular Trip (e.g., User is charged for Transportation Services that were not provided, in the event of a User complaint, fraud, etc.). Verifone’s decision to reduce or cancel the Fare in any such manner shall be exercised in a reasonable manner.

**4.5. Transaction Fee.** In consideration of Verifone’s processing of App Payments and provision of limited payment collection agent services pursuant to Section 4.1, you agree to pay a Verifone a transaction fee on a per App Payment basis calculated as a percentage of the App Payment, as provided or otherwise made available by Verifone from time to time for the applicable territory (“**Transaction Fee**”).

**4.6. Service Fee.** In consideration of Verifone’s provision of the Driver App and the Ehaul Services for your use and benefit hereunder, you agree to pay Verifone a service fee on a per Trip basis calculated as a flat fee or a percentage of the applicable Fare, as provided or otherwise made available by Verifone from time to time for the applicable Territory (“**Service Fee**”). In the event that, for any Trip, the relevant Fare is not paid by App Payment, you agree and consent to Verifone deducting and collecting its Service fee for such Trip from any Remittal Amounts that may become due and payable to you thereafter.

**4.7. Fee Changes.** Verifone reserves the right to change the Transaction Fee or the Service Fee at any time in Verifone's discretion based upon local market factors, and Verifone will provide you with notice in the event of such change. Continued use of the Ehaul Services after any such change in the Transaction Fee or Service Fee calculation shall constitute your consent to such change.

**4.8. Cancellation Charges.**

4.8.1. *Users.* You acknowledge and agree that Users may elect to cancel Trip Requests 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 Trip Request, Verifone may charge the User a cancellation fee on your behalf. If charged, no less than 50% of this cancellation fee shall be deemed the Fare for the cancelled Transportation Services for the purpose of remittance to you hereunder.

4.8.2. *You.* You may elect to cancel Trip Requests that have been accepted by you via the Driver App within 60 seconds of acceptance. In the event that you cancel an accepted Trip Request more than 60 seconds after acceptance, or you fail to pick up the passenger within a reasonable amount of time (other than as the result of passenger cancellation or no-show), Verifone may charge you a cancellation fee of up to \$10. If charged, this cancellation fee shall be deemed the Service Fee for the cancelled Transportation Services and you agree and consent to Verifone deducting and collecting such charge from any Remittal Amounts that may become due and payable to you thereafter.

**4.9. Receipts.** As part of the Ehaul Services, Verifone provides you a system for the delivery of receipts to Users for Transportation Services rendered. Upon your completion of Transportation Services for a User, Verifone prepares an applicable receipt and issues such receipt to the User via email on your behalf. Such receipts may also be 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 Verifone in writing within three (3) business days after the completion of such Transportation Services. Absent such a notice, Verifone shall not be liable for any mistakes in or corrections to the receipt or for recalculation or disbursement of the Fare.

**4.10. No Additional Amounts.** You acknowledge and agree that, for the mutual benefit of the parties, through advertising and marketing, Verifone and its Affiliates may seek to attract new Users to Verifone and to increase existing Users' use of a Verifone Ehaul App. 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.

**4.11. 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 Fares or the provision of Transportation Services.

**5. Proprietary Rights; License**

**5.1. License Grant.** Subject to the terms and conditions of this Agreement, Verifone hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Ehaul 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 Verifone, 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 Ehaul Services, Driver App or any Verifone Device in any way; (b) modify or make derivative works based upon the Ehaul Services or Driver App; (c) improperly use the Ehaul Services or Driver App, including creating Internet “links” to any part of the Ehaul Services or Driver App, “framing” or “mirroring” any part of the Ehaul Services or Driver App on any other websites or systems, or “scraping” or otherwise improperly obtaining data from the Ehaul Services or Driver App; (d) reverse engineer, decompile, modify, or disassemble the Ehaul 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 Ehaul 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 Ehaul 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 Ehaul Services; or (iv) attempt to gain unauthorized access to the Ehaul Services or its related systems or networks.

**5.3. Ownership.** The Ehaul Services, Driver App and Services Data, including all intellectual property rights therein, and the Verifone Devices, are and shall remain (as between you and Verifone) the property of Verifone, its Affiliates or their respective licensors. Neither this Agreement nor your use of the Ehaul Services, Driver App or Services Data conveys or grants to you any rights: (a) in or related to the Ehaul Services, Driver App or Services Data, except for the limited license granted above; or (b) to use or reference in any manner Verifone’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 Services 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 Verifone, 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, Verifone 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 Services 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 Verifone's or any Affiliate's sole discretion, by applicable law or regulatory requirements (*e.g.*, Verifone or its Affiliates receive a subpoena, warrant, or other legal process for information); or (d) it is necessary, in Verifone's or any Affiliate's sole discretion.

**7.2.** Information provided by you and collected about you may be transferred or accessed by Verifone and its Affiliates around the world, including in jurisdictions that may have less protective privacy laws than your country. Verifone 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 Verifone's and its Affiliates' use of location-based services and you expressly waive and release Verifone and its Affiliates from any and all liability, claims, causes of action or damages arising from your use of the Ehaul Services, or in any way relating to the use of the geo-location and other location-based services.

**7.3.** Verifone and its Affiliates may collect your personal data during the course of your application for, and use of, the Ehaul Services, which information may be stored, processed, and accessed by Verifone 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 Verifone's and its Affiliates' legitimate business needs. You expressly consent to such use of personal data.

## **8. Insurance**

**8.1.** You represent, warrant, covenant and agree that any Vehicle used by you to provide Transportation Services will be covered by and subject to a duly issued and effective automobile liability insurance policy that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the minimum requirements to operate a public vehicle for-hire within the Territory. This coverage must also include any no-fault coverage required by law or regulation in the Territory that may not be waived by an insured. You agree to provide Verifone 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 Verifone with written notice of cancellation of any insurance policy required by Verifone. Verifone shall have no right to control your selection or maintenance of your policy.

**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 Verifone's, to resolve them with your insurer(s).

**8.4.** During the term of this Agreement, Verifone may (but has no obligation to) maintain insurance related to your provision of Transportation Services as determined by Verifone in its reasonable discretion, provided that Verifone 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 Verifone of any accidents that occur while providing Transportation Services and to cooperate and provide all necessary information related thereto.

**8.5.** You shall be liable for, and indemnify and defend (at Verifone's option) Verifone and its Affiliates from and against, and hold Verifone and its Affiliates harmless from and against, any and all lawsuits, claims, proceedings, actions, judgments, liabilities, losses, costs or expenses (including attorneys' fees and court or arbitration costs) suffered or incurred by Verifone or its Affiliates (including their respective officers, directors, employees, agents, successors and assigns) as a result of or in connection with any accident or incident involving or arising from or in connection with the Transportation Services and/or your operation of any Vehicle, regardless of fault.

## **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 of this Agreement, you will not enter into, any agreement that would prevent you from complying with this Agreement; and (C) you will comply with all applicable laws, rules and regulations in your performance of Transportation Services and use of Ehaul Services, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (1) Transportation Services using the Vehicles pursuant to this Agreement, and (2) passenger transportation services to third parties in the Territory generally.

**9.2. Disclaimer of Warranties.** VERIFONE AND ITS AFFILIATES PROVIDE, AND YOU ACCEPT, THE EHAIL SERVICES, DRIVER APP AND/OR THE VERIFONE DEVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIFONE AND ITS AFFILIATES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT YOUR ACCESS TO OR USE OF THE EHAIL SERVICES, DRIVER APP OR THE VERIFONE DEVICES: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR TRANSPORTATION SERVICES. THE EHAIL SERVICES FUNCTION AS A 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 VERIFONE AND ITS AFFILIATES DO NOT SCREEN OR OTHERWISE EVALUATE USERS. BY USING THE EHAIL 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 EHAIL SERVICES OR DRIVER APP. NOTWITHSTANDING VERIFONE'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, VERIFONE 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.** VERIFONE AND ITS AFFILIATES DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE EHAIL SERVICES OR DRIVER APP. YOU ACKNOWLEDGE AND AGREE THAT THE EHAIL 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 EHAIL SERVICES OR DRIVER APP

MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND VERIFONE AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

## **10. Indemnification**

**10.1.** You shall indemnify and defend (at Verifone's option) Verifone and its Affiliates (including their respective officers, directors, employees, agents, successors and assigns), and hold Verifone and its Affiliates (including their respective officers, directors, employees, agents, successors and assigns) harmless, from and against any and all lawsuits, claims, proceedings, actions, judgments, liabilities, losses, costs or expenses (including attorneys' fees and court or arbitration costs) suffered or incurred by Verifone or its Affiliates (including their respective officers, directors, employees, agents, successors and assigns) as a result of or in connection with: (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 Ehaul Services, Driver App or any Device.

## **11. Limitation of Liability.**

**11.1.** NONE OF VERIFONE NOR ITS AFFILIATES (INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS) SHALL BE LIABLE UNDER OR RELATION TO OR IN CONNECTION WITH ANY OF THIS AGREEMENT, THE EHAIL SERVICES, THE DRIVER APP, ANY DEVICE OR ANY TRANSPORTATION SERVICES FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF VERIFONE 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 VERIFONE'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 VERIFONE OR ITS AFFILIATES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES ACTUALLY PAID TO OR DUE TO VERIFONE 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 a request for suspension of payment (or similar action or event) against the terminating party. In addition, Verifone may terminate this Agreement or deactivate your Driver ID and/or access to the Driver App and/or Ehaul Services immediately, without notice, in the event you no longer qualify, under applicable law or the standards and policies of Verifone and its Affiliates, to provide Transportation Services or to operate a Vehicle, or as otherwise set forth in this Agreement.

**12.3. Effect of Termination.** Upon termination of this Agreement, you shall: (a) promptly return to Verifone all Verifone 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 Verifone 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 Verifone and you; and (b) no joint venture, partnership, or agency relationship exists between Verifone and you.

**13.2.** You have no authority to bind Verifone or its Affiliates and you undertake not to hold yourself out as an employee, agent or authorized representative of the Curb® Ehaul App, any other Verifone Ehaul App and/or Verifone or its Affiliates. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of Verifone, you undertake and agree to indemnify and defend (at Verifone's option) Verifone and its Affiliates, and hold Verifone and its Affiliates harmless, from and against any lawsuit, claim, proceeding, action, judgment, liabilities, losses, costs or expenses (including attorneys' fees and court or arbitration costs) suffered or incurred by Verifone or its Affiliates as a result of or in connection with any claims by any person or entity based on such implied agency or representative relationship.

### **14. Miscellaneous Terms**

**14.1. Modification.** Verifone 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 a website for any Ehaul App or Driver App through which you are provided with Trip Requests and/or providing you with notice of such modified terms and conditions via email. Verifone 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 Ehaul 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 Ehaul 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.** A City Addendum specific to the Territory and/or other Supplemental terms may apply to your access to and use of the Ehaul Services and/or Driver App, 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 may assign or transfer this Agreement or any of your rights or obligations hereunder, in whole or in part, without the other party's prior written consent of the other party; provided, however, that, notwithstanding the foregoing, Verifone 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 Verifone's equity or Verifone's all or substantially all of Verifone's business and assets related to the Verifone Ehail App and the Ehail Services.

**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 Verifone 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 Ehail Services. Any notice delivered by you to Verifone under this Agreement will be delivered by you to Verifone at the following address: VeriFone, Inc., 88 West Plumeria Drive, San Jose, CA 95134; Attention: Legal Department – Curb Drivers. Additional Territory-specific notices may be required from time to time.

## **15. Governing Law; Arbitration**

**15.1.** The interpretation of this Agreement shall be governed by California 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 Ehail Services shall be subject to the exclusive jurisdiction of the state and federal courts located in the City San Jose, California. 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-Californians to assert claims under California law whether that be by statute, common law, or otherwise. These provisions are only intended to specify the use of California 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 California law to you if you do not otherwise reside or provide services in California. The failure of Verifone 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 Verifone 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 Ehail Services may be subject to arbitration pursuant to Section 15.3 (the "**Arbitration Provision**").

**15.3.** Arbitration Provision.

### Important Note Regarding this Arbitration Provision:

- Arbitration does not limit or affect the legal claims you may bring against the Verifone. 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, any dispute between the parties is decided by a private arbitrator selected by the parties using the process set forth below. 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 Verifone.

- **IMPORTANT:** This Arbitration Provision will require you to resolve any claim that you may have against Verifone on an individual basis pursuant to the terms of this Agreement unless you choose to opt out of this Arbitration Provision. This Arbitration Provision will preclude you from bringing any class, collective, or representative action against Verifone. It also precludes you from participating in or recovering relief under any current or future class, collective, or representative action brought against Verifone 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.**

#### 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 Verifone, 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 Verifone 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.

### Limitations On How This Arbitration Provision Applies

- Claims for workers compensation, state disability insurance and unemployment insurance benefits shall not be subject to arbitration and the requirement to arbitrate set forth in this Arbitration Provision.
- 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](http://www.eeoc.gov)), the U.S. Department of Labor ([www.dol.gov](http://www.dol.gov)), the National Labor Relations Board ([www.nlr.gov](http://www.nlr.gov)), or the Office of Federal Contract Compliance Programs ([www.dol.gov/esa/ofccp](http://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 Verifone's, or Verifone'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 Verifone and you. Unless you and Verifone 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, by recognized national courier (*e.g.*, Federal Express, United Parcel Service, United States Postal Service etc.) (postage paid and confirmation of delivery requested), or by email as an attachment in portable document format (pdf), 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 Verifone shall be provided to VeriFone, Inc., 88 West Plumeria Drive, San Jose, CA 95134; Attention: Legal Department – Curb Drivers. 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 Verifone 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 Verifone 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, Verifone 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, Verifone will pay the arbitrator's and arbitration fees. If, under applicable law, Verifone 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 Verifone. If you do not want to be subject to this Arbitration Provision, you may opt out of this Arbitration Provision by notifying Verifone 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, electronic mail to [optour@curb.com](mailto:optour@curb.com), stating your name and intent to opt out of the Arbitration Provision or (2) by sending a letter by U.S. Mail, or by any nationally recognized delivery service (e.g., Federal Express, United Parcel Service, etc.), or by hand delivery to:**

**VeriFone, Inc.  
88 West Plumeria Drive  
San Jose, CA 95134  
Attention: Legal Department – Curb Drivers**

**In order to be effective, the letter under option (2) 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, whether sent by (1) or (2), will be filed with a copy of this Agreement and maintained by the Verifone. Should you not opt out of this Arbitration Provision within the 30-day period, you and the Verifone 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 Arbitration Provision

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

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By clicking "I accept" with respect to this Agreement, 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 Verifone.