

[INSERT LOGO]

NYBC LUXURY INC.

**Framework Cooperation and
Transportation Services Agreement**

(hereinafter the “Partner Agreement”) by and between:

[INSERT PARTNER NYBC LUX INC NAME]

[INSERT OFFICE ADDRESS]

[INSERT PARTNER NYBC LUX INC TELEPHONE]

[INSERT PARTNER NYBC LUX INC EMAIL]

duly registered / incorporated under the laws of United States represented by [INSERT
PARTNER REPRESENTATIVE NAME] duly authorized hereinafter referred to as “**Partner,**” and

NYBC LUXURY INC [INSERT NYBC LUX INC OFFICE ADDRESS] hereinafter referred to as “**NYBC
LUX INC.**”

[INSERT LOGO]

**THIS IS A CONTRACT.
YOU SHOULD CONSULT WITH A LAWYER TO UNDERSTAND THE TERMS
OF THIS CONTRACT BEFORE YOU SIGN IT.**

[INSERT LOGO]

PREAMBLE

WHEREAS:

- (1) NYBC LUX INC operates an online platform and applications (“apps”) for mobile devices to arrange for professional Partner services (“Services”) for its customers and/or passengers (“End Customers”). NYBC LUX INC itself does not, directly or through third-parties, provide any Service to End Customers. Instead, NYBC LUX INC’s service (and thus NYBC LUX INC’s responsibility) is limited to the arranging of the Services, which are provided to End Customers directly by professional Service providers (“Partners”) selected by NYBC LUX INC, all as set out in greater detail in NYBC LUX INC’s general terms and conditions (“Terms and Conditions”), which, in their then-current version, are available on NYBC LUX INC’s website here: [NYBC LUX INC WEBSITE TERMS AND CONDITIONS](#).
- (2) Partner is operating an independent Service business consisting of professional Partner services using its own vehicles and Partners.
- (3) NYBC LUX INC is operating an independent business that consists only of arranging Services for the End Customer.
- (4) Partner and NYBC LUX INC desire to enter into this Partner Agreement to describe in detail the scope and nature of the Service that Partner will provide to End Customers.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Contractual Setup and Independent Contractor Status

1.1 This Partner Agreement shall set forth all rights and obligations between the Parties hereunder, including, but not limited to the contents of Transportation Contract(s) (as defined in 1.2 below) to be entered into on the basis of the Partner Agreement.

1.2 NYBC LUX INC neither acts as an agent, nor as a representative of, End Customer. Rather, NYBC LUX INC arranges in its own name but for the account of End Customer an entitlement to the Service to be provided to End Customer by an independent Partner of NYBC LUX INC. For each booking request by End Customer, NYBC LUX INC enters into a contract regarding transportation services (“**Transportation Contract**”) with the Partner which shall inure to the benefit of End Customer. For details of the Transportation Contract please refer to Section 2

[INSERT LOGO]

below. As a consequence, End Customer shall, as a third-party beneficiary to the Transportation Contract, be entitled to demand the Service and all other (primary or secondary) claims arising therefrom directly from Partner.

1.3 Partner is an independent contractor, engaged in an independent business with a significant share of business partners other than NYBC LUX INC, and is not an employee, agent or joint venture partner of NYBC LUX INC. Partner shall not hold itself out to the public as an employee, agent, or joint venture partner of NYBC LUX INC. No workers' compensation, unemployment, disability or other insurance has been or will be obtained by NYBC LUX INC on account of Partner or its employees and/or Partners. Partner agrees to be treated as an independent contractor for all employment purposes. Therefore, no payroll deductions for employment taxes or insurance of any kind shall be paid by NYBC LUX INC for or on Partner's behalf or withheld from any payment to Partner. Payroll deductions, employment taxes and insurance which are the subjects of this paragraph include but are not limited to the Federal Insurance Contributions Act (FICA) as applicable in the U.S., and/or other applicable laws in other jurisdictions, federal, state and local income tax withholding, state disability insurance, state unemployment insurance, and workers compensation insurance. Partner shall not make any representations or commitments on NYBC LUX INC's behalf or have any authority to bind NYBC LUX INC.

2. Transportation Contract

2.1 Overview: NYBC LUX INC makes available End Customer's Service request ("**Request**") over an App for mobile devices ("**Partner App**"), the NYBC LUX INC online portal for Partners ("**Partner Portal**"), third-party provider portals (each a "**Partner Tool**," together "**Partner Tools** ") or by any other means. The Request, which includes the specifics of the requested Service, is displayed to all Partners in the respective Business district as an "invitation to offer" through a reverse auction. Partner independently bids for the price at which the Partner is willing to provide the requested Service. This process is solely based on the individual business judgment of every Partner usually based on the Partner's individual profitability and capacity calculation. The acceptance of a Request by Partner over a Partner Tool is only a contractual offer by Partner to NYBC LUX INC for the conclusion of a Transportation Contract. The lowest bid is awarded the Request. NYBC LUX INC does not choose a Partner for a respective Request. A binding Transportation Contract regarding the specific Service is concluded once and only if NYBC LUX INC accepts Partner's offer by sending to the Partner a ride assignment via the Partner Tools or the Partner App or by any other means.

[INSERT LOGO]

2.2 Contents: Partner affirms to provide the offered Service to End Customer subject to the terms and conditions set forth hereunder as well as subject to the Terms and Conditions, or, if and when NYBC LUX INC issues Partner-specific terms and conditions (“**Partner Terms and Conditions**”), such Partner Terms and Conditions, which shall then apply to Partner and the Service offered by Partner in lieu of the Terms and Conditions. Special terms and details of the Service, such as date, time, pickup, drop-off, pax number, vehicle category/class, pickup sign information and logo, End Customer name, End Customer mobile, flight or train number if applicable, reference number if applicable, End Customer’s booking comments (e.g. child seat or wheel chair) if applicable, will be indicated in the Request and become part of Partner’s obligations with the acceptance of Partner’s contractual offer by NYBC LUX INC. Subject to 2.6 below, Partner affirms to accept rides only on the condition that it can properly fulfil and comply with End Customer’s special terms (e.g., child seat or wheel chair), if any. Partner will provide the Service according to local regulations and standards of quality and safety expected in the industry and locality in which the Services are provided.

2.3 Cancellations, Changes to bookings, No Shows and Delays: End Customer may declare its desire to cancel the requested Service. Such declaration shall be deemed a cancellation of the respective Transportation Contract by NYBC LUX INC. A cancellation of the Transportation Contract shall only be permissible free of charge in the timeframe and under the circumstances identified in the Partner Terms and Conditions **PARTNER WAIT & CANCELLATION POLICY** annexed hereto as Exhibit B, as the case may be. The same applies to changes to bookings, no shows and delays.

2.4 Transportation Safety: Partner shall only provide the Service if a safe transportation can be guaranteed. If such guarantee cannot be given by Partner (e.g., too high number of passengers or luggage, animals with-out safe-keeping equipment, transportation of a child without respective seat(s), etc.), Partner shall not perform the specific Service and may reject the Service towards the End Customer. Partner must immediately communicate any such safety-related Service refusal to NYBC LUX INC. Partner may be eligible for full remuneration where it furnishes proof or documentation (e.g., photo) of the reason for the safety-related rejection, and where End Customer has not specified in advance such specific requirements in the Request for Services.

2.5 Changes in Requests: If End Customer demands a stopover or new, not yet communicated drop-off location which is significantly further away than the drop-off location booked initially or extends the booked hours significantly, NYBC

[INSERT LOGO]

LUX INC will charge End Customer for the additional distance or hours and will compensate Partner as further described under Section 9 below. A Partner requesting a change adjustment shall provide adequate proof or documentation (e.g., GPS data, photo) for such a stopover or new drop-off location upon NYBC LUX INC's request.

2.6 Non-performance or Delays by Partner: If Partner does not perform the Service as requested or set forth hereunder, for example if Partner is not at the agreed pickup point at the agreed time, End Customer may directly assert any and all statutory claims pursuant to applicable law including, but not limited to, replacement, reimbursement, damages, etc. Partner shall reimburse NYBC LUX INC for cost exceeding the agreed remuneration (between NYBC LUX INC and End Customer) as well as for potential additional outlay and allowance for special expenditure. In addition, the Service provided shall be subject to the terms and conditions as set forth in the overview of incident types and consequences, available at the Partner Portal, in its then current version and pursuant to any updates or revisions NYBC LUX INC may provide to Partner from time-to-time during the Term.

2.7 Lost Property of End Customer: Partner shall, subject to 10.1 hereunder, immediately notify NYBC LUX INC by email and by phone of any property lost by End Customer in Partner's vehicles along with the booking number and a brief description of the item (including a photo), and make all necessary arrangements for directly returning the property to the address designated by End Customer at End Customer's cost.

2.8 Liability: Statutory liability shall apply to any breach or misconduct by Partner.

3. Legal, Regulatory and Insurance Requirements

3.1 Partner represents, warrants and covenants that it complies and will continue to comply with all applicable national, local, trade, labor, employment, working time, consumer protection, data protection, tax and other laws, regulations and codes of practice (including any directly applicable governing legislation, if any) which affect the performance of this Partner Agreement in any way including, but not limited to those relating to professional Partner services, registration or operating authority of vehicles, driving hours and standards of vehicle safety and that it shall obtain all insurance coverage required, necessary and reasonably expected for the operation of Partner's business, vehicles (including its Partners) and the provision of the Service.

[INSERT LOGO]

3.2 Partner shall, at its own cost, submit all applicable certificates, licenses and other documentation confirming compliance with this clause 3 to NYBC LUX INC upon commencement of this Partner Agreement and within 24 hours of a request by NYBC LUX INC. Partner shall immediately inform NYBC LUX INC about any revocation or discontinuation of any permit(s), license(s) and/or insurance(s), be it temporary or permanent, and will cease to perform the Service immediately, if necessary. If Partner fails to timely provide a copy of the documentation when so requested, then NYBC LUX INC may terminate this Partner Agreement immediately. Upon NYBC LUX INC's reasonable request from time to time, Partner shall furnish NYBC LUX INC with a certificate of insurance showing coverage as set forth herein. NYBC LUX INC 1 and NYBC LUX INC 2, the U.S. subsidiary of NYBC LUX INC 1, shall both be covered as an additional insured in Partner's auto and general liability policies.

4. Vehicle Requirements

- 4.1 Partner must use only vehicles duly registered in the Partner Tools, publicly registered, authorized and licensed for the provision of the Services to End Customers.
- 4.2 The vehicles shall comply with and be equipped with the necessary and appropriate safety and/or technical equipment, i.e. first aid kit, working fire extinguisher, warning triangle, seat belts for each passenger, etc. as required nationally or regionally and to meet the industry standards in the area in which service is provided.
- 4.3 All vehicles must be serviced and receive scheduled maintenance checks in accordance with the manufacturer's recommendations and ensure compliance with local road traffic regulations.

5. Partner Requirements

- 5.1 Partner must task only Partners duly registered in the Partner Tools and who are appropriately qualified, licensed, experienced, sufficiently cleared by a third-party criminal background check (if required by local law), capable of performing the Services hereunder and fully comply with any and all customer and NYBC LUX INC requirements. It is being recommended that Partners undergo a regular safety training.
- 5.2 Partner shall advise Partners to be dressed in accordance with the dress code recommendations as set by NYBC LUX INC.

6. NYBC LUX INC Recommendations

[INSERT LOGO]

As a reference and to provide minimum safety standards, NYBC LUX INC provides written recommendations (“**Recommendations**”), which are intended to raise the general safety and quality standards enjoyed by the End Customers and shall take all measures necessary to ensure that its vehicles and Partner complies with the Recommendations relating to minimum safety standards. Further, Partner shall permit any employee of or consultant appointed by NYBC LUX INC to conduct any inspection, audit or risk assessment of Partner’s site of business, offices, any pick-up or drop-off location and vehicles in relation to compliance with Partner’s legal obligations as set forth in Sections 3, 4 or 5 hereunder. Where safety-related findings relating to Sections 3, 4 or 5 are made as a result of any of the above, Partner shall implement remedial measures to rectify such findings within mutually agreed timeframes. If Partner fails to implement any such remediation within the agreed timeframe, then NYBC LUX INC may terminate this Partner Agreement immediately.

7. Non-Solicitation of End Customers; No Collusion on Prices

For the term of this Partner Agreement and a period of six (6) months thereafter, Partner shall refrain from (i) actively or passively enticing away any End Customer who has booked the Service via NYBC LUX INC; (ii) actively or passively soliciting such End Customer to book the Service directly, e.g. by handing out own business cards, leaving Partner’s own business cards in the vehicle or by referring to more favorable conditions of the Partner’s business); (iii) solicit any person or entity who provided Services on behalf of NYBC LUX INC during the term of this Agreement to perform Services for or on behalf of Partner or any other person or entity.

Partner shall, for the term of this Partner Agreement and a period of six (6) months thereafter, refrain from directly or indirectly colluding, or explicitly or implicitly agreeing, or otherwise (silently or not) coordinating with other Partner(s) of NYBC LUX INC on the remuneration for the individual Services. Partner shall further refrain from contacting any End Customer at any point in time during and after the term of this Partner Agreement for a non-business purpose. In no event shall Partner use information that may identify End Users that was obtained from NYBC LUX INC in order to solicit End Users as customers. In the event of a breach of this Section 7, Section 11.4 shall apply.

8. No Subcontracting, Responsibility for Partner’s Partners

8.1 Partner shall not subcontract the provision of the Service hereunder or assign or transfer any obligations in connection therewith to a third-party provider of professional Partner services or to any other third party without NYBC LUX INC’s prior written consent (e-mail or via Partner Tools sufficient) which may be withheld anytime at NYBC LUX INC’s sole and unfettered discretion.

[INSERT LOGO]

8.2 Partner shall inform, train, coach and instruct, to the extent necessary and required to perform the Services hereunder, the employees and/or Partners of the obligations and the terms and conditions as set forth hereunder. Partner shall be fully responsible and liable for any breach of this Partner Agreement by any of its employees and/or Partners and/or any third-parties to which Partner has subcontracted the provision of the Service hereunder or otherwise assigned or transferred any obligations in connection therewith, be it with or without NYBC LUX INC's prior written consent, and share all relevant updates from Blacklane with them.

9. Engagement Fee

9.1 NYBC LUX INC will pay Partner fees for the Service subject to the terms and conditions hereunder. The fee is not calculated on a fixed basis but is negotiated on a case-by-case basis as the result of an automated offer process if not individually agreed otherwise. Remuneration shall be all inclusive (i.e., it shall include any potential road tolls, bridge tolls, airport tolls, parking fees, baggage fees, additional passenger fees, Partner gratuity, tips, fares, fees, or any other similar charges).

9.2 For changes in Requests (see Section 2.5 above), NYBC LUX INC will pay Partner proportionally based on the quoted fee for the initial Request.

9.3 NYBC LUX INC informs Partner on a regular basis about the accrued fees for the Services and will issue Partner a self-billed-invoice. If Partner fails to inform NYBC LUX INC of any deemed or alleged inconsistencies within 5 (five) business days after receiving such self-billed invoice, the self-billed-invoice shall be deemed accepted by Partner.

9.4 Any outbound payment transaction fees for payment to Partner shall be borne by NYBC LUX INC, any inbound payment transaction fees for receiving NYBC LUX INC's payment by Partner shall be borne by Partner. Any additional fees charged to NYBC LUX INC by the banks for returning the payments (e.g., due to invalid account information), shall be borne by Partner. NYBC LUX INC reserves the right to withhold payment for the same from future payments that may be owed to Partner.

9.5 Fees will be adjusted for delay and/or improper performance of the Services by Partner or the breach of obligations of this Partner Agreement or the Transportation Contract, subject to the conditions as set forth in the overview of incident types and consequences, available at the Partner Portal, in its then current version and pursuant to any updates or revisions NYBC LUX INC may provide to

[INSERT LOGO]

Partner from time-to-time during the Term. NYBC LUX INC may further withhold and/or retain remuneration for the duration of the investigation of potential irregularities and/or fraud suspicions in relation to any Services (including, without limitation, bookings or rides) until such investigation have been finally closed and further Partner reserves the right to adjust remuneration based on the outcome of such investigation and/or to offset the remuneration against any losses or damages arising from such irregularity and/or fraud.

10. Confidentiality and Nondisclosure

10.1 NYBC LUX INC provides Partner with confidential – even if not explicitly labelled as confidential – data, information or documents in oral, written and/or other form. Confidential information includes especially all economic, business, technical, financial or other information disclosed by NYBC LUX INC which is not publicly available or contained in property of End Customer accidentally left in the vehicle and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of NYBC LUX INC. In particular, the following information shall be deemed confidential information:

The name, phone number, email address, social media usernames, contact data, pick up or drop-off locations or identity of End Customer, passenger(s), or event(s) and all information related to the respective business of the End Customer or of the passenger(s) that are not publicly available.

All information regarding NYBC LUX INC, especially information regarding the assignment mechanism, its pricing policy, its partners and its strategic intentions including any technical means in which such information may be incorporated.

The identity and related contact information of other Partners of NYBC LUX INC.

10.2 Partner will not disclose any confidential information to any third parties. Third parties are all persons either directly related to this Partner Agreement or institutions of the Parties or one of its parent companies, subsidiaries, or sister companies. The disclosure of confidential information is only permitted within the applicable legal framework.

[INSERT LOGO]

10.3 Partner will use the confidential information only within the necessary and appropriate purpose of this Partner Agreement. Partner agrees to respect and preserve the confidentiality of the information.

10.4 In addition, Partner shall refrain to make use of or share any confidential information for its own purposes or those of another entity, e.g., to acquire customers or gain financial advantages.

10.5 The Parties acknowledge that any disclosure shall not confer on any intellectual property or other rights in relation to the confidential information.

10.6 In the event of a breach of this Section 10, Section 11.4 shall apply.

11. Press Release and Non-Disparagement

11.1 The Parties shall have the right to publish a mutually approved press release, social media posting, and/or website/blog post announcing their cooperation pursuant to this Partner Agreement (hereinafter the “**Press Release**”). In this case, the master version of the Press Release shall be written in English language and shall be mutually adopted by both Parties as final in writing (e-mail sufficient) prior to its release, such adoption not to be unreasonably delayed withheld by either Party.

11.2 In addition to the English master version of the Press Release each Party may, at its own sole discretion cost and expense, publish a translation of the Press Release in other languages than English, it being understood and agreed, however, that (i) the Parties shall hire the services of a professional and reputable translation service for this purpose and (ii) such translation (if any) must not deviate in form, meaning or any other aspect whatsoever (except the language itself) from the English master version of the Press Release. The exact release dates and times of the Press Release shall be mutually agreed upon in writing (email sufficient) by both Parties with sufficient time in advance.

11.3 For the term of this Partner Agreement and a period of six (6) months thereafter, Partner shall, especially in case of any incidents or accidents while performing a Service, refrain from contacting the press, governmental or any other public authorities and/or officials, or from releasing public statements or making publicly available comments, including over social media, or otherwise from doing anything that is intended or would reasonably be expected to disparage, harm NYBC LUX INC (or its principles) or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to NYBC LUX INC. Partner shall hereby remain unrestricted to access the judicial courts of New York state for the enforcement of its legal rights hereunder or to respond to official orders by operation of law or

[INSERT LOGO]

statute or court or regulatory body in which case Partner agrees to notify NYBC LUX INC promptly in writing (e-mail sufficient). Partner shall further refrain from contacting any End Customer at any point in time during and after the term of this Partner Agreement, save for the purpose of performing Partner's Service hereunder.

11.4 IN CASE OF A BREACH OF SECTION 7, SECTION 10 OR THIS SECTION 11, (I) NYBC LUX INC SHALL BE ENTITLED TO IMMEDIATELY REMOVE PARTNER FROM THE PARTNER PORTAL OR THE PARTNER TOOLS, TO TERMINATE THIS PARTNER AGREEMENT AND TO REASSIGN ALL OUTSTANDING BOOKINGS TO ANOTHER PARTNER, ALL WITH IMMEDIATE EFFECT AND (II) BECAUSE SUCH DAMAGES MAY BE DIFFICULT TO CALCULATE, PARTNER SHALL BE LIABLE FOR PAYMENT OF LIQUIDATED DAMAGES IN THE AMOUNT OF \$1,000 (ONE THOUSAND) FOR EACH BREACH. IN THE EVENT OF A CONTINUED VIOLATION, THE LIQUIDATED DAMAGES SHALL BE DUE FOR EACH STARTED CALENDAR MONTH. THE LIQUIDATED DAMAGES SHALL NOT EXCEED \$5,000 (FIVE THOUSAND). NOTWITHSTANDING THE FOREGOING, NYBC LUX INC RESERVES THE RIGHT TO ASSERT FURTHER DAMAGE CLAIMS AND ANY OTHER APPLICABLE STATUTORY AND/OR CONTRACTUAL CLAIMS RESULTING FROM SUCH BREACH OF CONTRACT (E.G., INJUNCTIVE RELIEF, ETC.). IF NYBC LUX INC CLAIMS DAMAGES, THE LIQUIDATED DAMAGES ALREADY PAID SHALL BE SET OFF AGAINST SUCH CLAIM. NYBC LUX INC FURTHER RESERVES THE RIGHT TO SET OFF THE CONTRACTUAL PENALTY SET FORTH HEREIN WITH ANY REMUNERATION TO BE PAID TO PARTNER HEREUNDER.

12. Brand Promotion

12.1 Should Partner wish to portray, market, and/or promote NYBC LUX INC's services on its website, it agrees to do so in the best possible manner, provided that explicit prior written consent by NYBC LUX INC has been given which consent may be withheld anytime by NYBC LUX INC at NYBC LUX INC's sole unfettered discretion, and in close consultation with NYBC LUX INC. Partner hereby agrees to strictly refrain from brand bidding on 12.2 the brand / keyword "NYBC LUXURY INC" in any kind of search engine marketing (SEM).

13 Intellectual Property Ownership

13.1 Each party acknowledges that all Intellectual Property Rights and any other proprietary rights in any materials (including, without limitation, and any and all trademarks, graphics, texts, advertising materials, press releases, reports, studies, databases, lists, data or other material) provided by the other party to it under this Partner Agreement shall at all times vest in and be the absolute property of that other party or its licensors, as appropriate.

[INSERT LOGO]

13.2 NYBC LUX INC acknowledges that all Intellectual Property Rights and any other proprietary rights in and to Partner's platforms, systems and services shall at all times vest in and be the absolute property of Partner and/or its licensors, as appropriate.

13.3 Partner acknowledges that all Intellectual Property Rights and any other proprietary rights in and to NYBC LUX INC's platforms, systems and services, including but not limited to the Partner Portal, the Partner App and the Partner Tools, shall at all times vest in and be the absolute property of NYBC LUX INC and/or its licensors, as appropriate.

13.4 Subject to NYBC LUX INC's explicit prior written consent which consent may be withheld anytime by NYBC LUX INC at NYBC LUX INC's sole unfettered discretion, NYBC LUX INC shall then grant Partner for the term of this Partner Agreement, a limited, non-transferable, non-exclusive, revocable worldwide license to use the NYBC LUX INC's trademarks for the purposes of this Partner Agreement and to use the Partner Portal, Partner App and Partner Tools, awards (e.g. "Partner of the Month") or memberships (e.g. "Partner Prestige Club") in order to promote its NYBC LUX INC and services and to otherwise enable Partner to perform its obligations and exercise its rights under and in accordance with this Partner Agreement, subject to the following:

- (a) Partner shall use, integrate, technically, or otherwise, embed and implement NYBC LUX INC's trademarks in the form provided by NYBC LUX INC and in compliance with NYBC LUX INC's brand guidelines, style guides or other quality control standards in its then current version (currently attached hereto as Exhibit A) or in the form NYBC LUX INC may provide to Partner in writing from time-to-time during the Term; Partner shall refrain from applying for, or obtaining, registration of any trade or service mark which consists of, or comprises, or is confusingly similar to, NYBC LUX INC's trademark;
- (b) Any use of the trademark other than for the purposes of this Partner Agreement, as set forth herein, shall be subject to a separate agreement by the Parties.

14. Transmission of Traffic and Location Data

PARTNER HEREWITH EXPRESSLY CONSENTS TO THE TRANSMISSION OF TRAFFIC, LOCATION AND GEOGRAPHICAL INFORMATION, BY WAY OF GPS OR OTHERWISE, REGARDING THE POSITION OF PARTNER OR PARTNER'S VEHICLE OR THE PARTNER TO NYBC LUX INC AND TO THE END CUSTOMER (VIA THE PARTNER PORTAL,

[INSERT LOGO]

PARTNER TOOLS AND THE APP FOR MOBILE DEVICES). Partner commits itself to notify and receive consent of each individual Partner it employs or retains to provide the Services hereunder. Partner agrees that the data may be used for quality management and location-based services, such as short-term ride requests in close proximity.

15. Exclusivity

This agreement is non-exclusive. Partner has the right to cooperate with other ground transportation suppliers in the same way as with NYBC LUX INC under this Partner Agreement, and vice versa, NYBC LUX INC has the right to supply its services to any third party, at its own sole discretion.

16. Term and Termination

16.1 The term of this Partner Agreement shall commence on the date of both Parties' signature of this Partner Agreement (the "**Effective Date** ") and continue for an indefinite period of time.

16.2 The Partner Agreement may be terminated by either Party at any time and without any restriction as to the form of the termination notice, including via the Partner Portal or the Partner Tools.

16.3 Each Party's right to terminate this Partner Agreement with immediate effect and for important cause (material breach) shall remain unaffected.

16.4 Partner shall nevertheless provide the Service for any Requests still outstanding at the time of termination in accordance with the terms and conditions hereunder.

17. Limitation of Liability, Indemnification

17.1 NYBC LUX INC shall be liable to Partner for whatever reason for damages caused by bad intent or gross negligence. Otherwise, NYBC LUX INC shall not be liable for simple negligence save for the culpable breach of a material contractual obligation or for bodily harm or death. A material contractual obligation shall be deemed an obligation only the fulfilment of which renders a due performance of this Partner Agreement possible and Partner usually trusts and may trust in its fulfilment by NYBC LUX INC. In the event of a negligent breach of a material contractual obligation, NYBC LUX INC shall only be liable for foreseeable damages available under controlling contract law. The provisions under this Section 17.1 shall also apply to the benefit of employees, freelancers and agents of NYBC LUX INC. Statutory provisions under product liability laws (if any) shall remain unaffected. Any further claims shall be excluded.

[INSERT LOGO]

17.2 Partner shall indemnify and hold harmless NYBC LUX INC (including without limitation all NYBC LUX INC's affiliates) and any of their respective directors, officers, employees and agents (each a "**NYBC LUX INC Indemnified Party** ") from and against any and all claims, losses, liabilities, damages, fines, penalties, settlements, expenses, and costs (including attorneys' fees, arbitration and court costs) incurred or suffered by a NYBC LUX INC Indemnified Party in connection with any third party claim, suit, demand, action, or investigation brought against a NYBC LUX INC Indemnified Party directly or indirectly arising out of or relating to Partner's breach (or a claim that, if true, would be a breach) of this Partner Agreement, including, but not limited to third party claims or suits relating to traffic accidents in which Partner was involved and any results thereof.

18. Insurance

Partner must secure full liability insurance coverage for Partner's vehicle(s). NYBC LUX INC must be named as an Additional Insured under Partner's insurance policy. Partner agrees to provide NYBC LUX INC with a copy of a current certificate of insurance immediately upon obtaining and procuring such insurance (and upon renewal); together with proof that NYBC LUX INC is named as an Additional Insured. Partner also agrees to provide NYBC LUX INC with the copy of updated TLC decals and licenses, Partner licenses, and vehicle registrations, when they are renewed, if changes are made, and from time to time upon reasonable request by NYBC LUX INC and evidence that Partner is covered by workman's compensation insurance provided by the Black Car Operators' Injury Compensation Fund ("Fund").

Partner acknowledges that the NYBC LUX INC has no obligation to provide Partner or any Partner or agents workman's compensation insurance or any other insurance, all of which shall be Partner's sole responsibility.

19. Force Majeure

Either Party shall be excused from any delay or failure in performance hereunder ensued by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, epidemics, pandemics as so classified by the World Health Organization, flood or tidal waves, explosions, fires, lightning, earthquakes, hurricanes, wars, riot, civil disturbances, casualty, strikes, lockout, labor disputes, civil disturbance, act of public enemy, embargo, war, terrorist act. Notwithstanding the foregoing, a change in economic conditions or technology, traffic conditions or traffic jams shall not be deemed a force majeure. The Party's excuse due to suffering force majeure as set forth hereunder shall be extended on a

[INSERT LOGO]

day-to-day basis for the period of time equal to that of the underlying cause of delay. In the event that such cause subsists for 6 months or more, either Party shall have the right to terminate this Partner Agreement with immediate effect.

20. Offsetting and Retention right

NYBC LUX INC reserves the right to set off any claims against any NYBC LUX INC's counterclaims arising hereunder or to withhold or retain payment of claims due to any outstanding counterclaims on the part of NYBC LUX INC.

21. Disclaimer of Warranties:

PARTNER ACKNOWLEDGES AND AGREES THAT THE NYBC LUX INC APP ON AN "AS IS" AND "AS AVAILABLE" BASIS. NYBC LUX INC AND ITS AFFILIATES DO NOT REPRESENT, WARRANT OR GUARANTEE THAT PARTNER'S ACCESS TO OR USE OF THE NYBC LUX INC SERVICES: (A) WILL BE UNINTERRUPTED OR ERROR FREE; OR (B) WILL RESULT IN ANY REQUESTS FOR SERVICES.

NYBC LUX INC AND ITS AFFILIATES, THEREFORE, MAKE NO REPRESENTATIONS, WARRANTIES, EXPRESSED OR IMPLIED, OR GUARANTEES REGARDING THE ACTIONS OR INACTIONS OF THE RIDERS WHO MAY REQUEST OR RECEIVE SERVICES FROM PARTNER, AND NYBC LUX INC AND ITS AFFILATES DO NOT SCREEN OR OTHERWISE EVALUATE RIDERS.

BY USING NYBC LUX INC'S SERVICES, PARTNER ACKNOWLEDGES AND AGREES THAT PARTNER MAY BE INTRODUCED TO A THIRD PARTY THAT MAY POSE HARM OR RISK TO PARTNER OR OTHER THIRD PATIES. PARTNER IS ADVISED TO TAKE REASONABLE PRECAUTIONS WITH RESPECT TO INTERACTIONS WITH THIRD PARTIES ENCOUNTERED IN CONNECTION WITH THE USE OF NYBC LUX INC'S APP. NYBC LUX INC AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY ACT OR OMMISION OF YOU, ANY RIDER OR THIRD PARTY.

22. Limitation of Liability:

NYBC LUX INC 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 PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIECT DAMAGES OF ANY TYPE OR KIND; OR (ii) PARTNER'S OR ANY THIRD PARTY'S DAMAGE, OR LESS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, EXCEPT FOR NYBC LUX INC'S OBLIGATIONS TO PAY AMOUNTS DUE TO PARTNER PURSUANT TO SECTION 9 ABOVE, BUT SUBJECT TO ANY LIMITATIONS OR OTHER PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE APPLICABLE THERETO.

[INSERT LOGO]

PARTNER FURTHER ACKNOWLEDGES AND AGREES THAT NYBC LUX INC SHALL HAVE NO LIABILITY FOR PARTNER'S FAILURE TO PROVIDE ADEQUATE INSURANCE COVERAGE FOR PARTNER OR ANY OF PARTNER'S EMPLOYEES OR AGENTS FOR ANY INJURIES SUSTAINED WHILE PERFORMING ANY SERVICES PURSUANT TO THIS AGREEMENT.

23. Final Provisions

- 23.1 This Partner Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior representations, arrangements, understandings and agreements between the Parties hereto relating to the subject matter hereof.
- 23.2 No amendment or modification to the Partner Agreement shall be valid unless it is made in writing and it is signed by a duly authorized representative of each Party. Notwithstanding the foregoing, NYBC LUX INC may propose amendments or modifications to the Partner Agreement and notify the Partner accordingly (notification via Partner Tools or e-mail sufficient). Such amendments or modifications shall be deemed accepted by Partner ten (10) business days after the date of notification, unless Partner objects to them in writing (e-mail sufficient). In such case of objection, NYBC LUX INC reserves the right to immediately remove Partner from the Partner Portal and the Partner Tools, entitling NYBC LUX INC to terminate this Partner Agreement and reassign all outstanding bookings to another Partner, all with immediate effect.
- 23.3 Should any provision in this Agreement is held to be invalid, illegal, or unenforceable, either legislatively or judicially, such provision will be modified so as to be enforceable, or shall be severed herefrom, and the remainder of this Agreement will continue to be valid and enforceable.
- 23.4 Failure of NYBC LUX INC to enforce or otherwise act with respect to any of its rights hereunder or with respect to Partner shall not be construed as a waiver, nor prevent NYBC LUX INC from thereafter enforcing strict compliance with any and all terms of this Agreement.
- 23.5 This Agreement shall be interpreted and construed in accordance with, and shall be governed by, the laws of the State of New York applicable to contracts negotiated and fully performed in the State of New York, regardless of the place of execution or

[INSERT LOGO]

of the places of performance and without regard to the conflicts of law provisions of any jurisdiction.

23.6 Dispute Resolution

23.6.1 The Parties agree that, prior to the initiation of any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement, the Parties shall first be obligated to try to resolve their disputes through good faith negotiations.

23.6.2 If a full settlement is not achieved within sixty (60) days' of written notice of a dispute being sent from one Party to the other or within a longer period of time as agreed in a countersigned writing by the Parties, the Parties agree that any dispute, action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement, shall then be submitted to a court of competent jurisdiction in the State of New York, County of New York.

23.6.3 Each of the Parties to this Agreement hereby irrevocably submits to the non-exclusive jurisdiction of the state and federal courts located in the State of New York, County of New York and agrees that it will not assert the defense of forum non conveniens in connection with any proceeding commenced hereunder.

23.6.4 **THE PARTIES SHALL AND HEREBY DO WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER-CLAIM BROUGHT OR ASSERTED BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER RELATING TO OR ARISING OUT OF THE FORMATION, PERFORMANCE, COMPLIANCE WITH, ENFORCEMENT AND/OR INTERPRETATION OF THIS AGREEMENT.**

23.6.5 Partner's post-termination obligations provided in this Agreement shall survive termination of this Agreement and remain in full force and effect thereafter.

23.6.6 There are no third party beneficiaries to this Agreement. Nothing contained in this Agreement is intended to be or shall be interpreted to create any third party beneficiary claims.

23.6.7 This Agreement may be executed in one or more counterparts (including via facsimile, email, or other electronic copy), each of which when so executed and delivered shall be deemed to be an original, but all of which taken together form but one and the same instrument.

[INSERT LOGO]

23.6.8 **OPPORTUNITY TO CONSULT WITH COUNSEL:** The Parties agree that each Party has had the opportunity to confer and has conferred with legal counsel on the terms of this Agreement and that it shall not be subject to the principle that any ambiguities shall be construed against the drafter of the Agreement or any particular provision.

[INSERT LOGO]

PARTNER ACKNOWLEDGES THAT (1) PARTNER HAS RECEIVED A COPY OF THIS AGREEMENT, (2) PARTNER HAS READ AND UNDERSTAND THE CONTENTS OF THIS AGREEMENT (3) PARTNER HAS BEEN ENCOURAGED TO CONSULT WITH A LAWYER BY NYBC LUXURY INC AND (4) HAS DONE SO. AFTER THE ACKNOWLEDGING ALL OF THE FOREGOING, PARTNER AGREES TO BE BOUND BY THE TERMS OF THE AGREEMENT.

PARTNER

BY: _____
[INSERT PARTNER NAME]
[DATED]

NYBC LUXURY INC.

BY: _____
MOHSIN IQBAL, [INSERT YOUR TITLE] of NYBC LUXURY INC.
[DATED]

[INSERT LOGO]

Exhibit A
NYBC LUXURY INC.'S STANDARDS OF SERVICE

Partner warrants, represents, and agrees that during the Term of this Agreement at Partner's sole cost and expense that:

- 1 Only the Vehicle (and no other automobile or other vehicle) and no other person other than the Partner or an authorized employee Partner of Partner is authorized to use the App or perform Services;
- 2 Partner is and shall be the sole owner or exclusive lessee of the vehicle described on the execution page of this Agreement (the "Vehicle");
- 3 Partner will endeavor to wear professional closing while providing Services, preferably a black Suit or black dress pants, White Shirt, and a Black Tie.
- 4 The Vehicle is and shall be in good working order and is suitable for use as black car for-hire vehicle ("FHV"), in accordance with all applicable rules of the New York City Taxi and Limousine Commission ("TLC");
- 5 The Vehicle should be a black luxury vehicle, with black interior, of a make and model acceptable to the NYBC LUX INC and which has not yet reached the minimum model year or total mileage for mandatory retirement under TLC rules for black car FHVs;
- 6 Partner shall maintain the Vehicle as required by applicable TLC rules, and will have the Vehicle regularly serviced and inspected as required by the TLC;
- 7 The Partner or an authorized employee Partner of Partner holds and shall maintain valid TLC licenses and FHV decals, and any and all other permits and fees, related to the performance of Services for NYBC LUX INC, in accordance with all applicable rules of the TLC.
- 8 Partner will keep Vehicle clean and free of debris and non-paying passengers before performing Services.
- 9 Partner will ensure a vehicle providing Services has sufficient gasoline to complete a trip without needing to refuel.
- 10 Partner will ensure that the Vehicle has an EZPASS tag and he/she/they will use the same to avoid stoppages at tolls.
- 11 Partner will notify NYBC LUX INC within six (6) hours of learning that he or she will not be able to function as a Partner.
- 12 Partner will be fully and solely responsible for any toll, DMV, or TLC violations incurred during providing any Services.

[INSERT LOGO]

Exhibit B

PARTNER WAIT & CANCELLATION POLICY

- 1 *Cancellation* - Rider may cancel up to until 2 hours before scheduled pickup time.
- 2 *Residential or Commercial Pickup* – up to 15 minutes of waiting time included without charge.
- 3 *Airport Pickup* - up to 1 hour of waiting time included without charge