

Master Subscription Agreement driveBLACKTIE, LLC

The Master Subscription Agreement (“Agreement”), including Part A, B and C of this Agreement, along with the Terms of Conditions, Privacy policy and Rules of Use (all attached and incorporated by this reference) set forth the Agreement between driveBLACKTIE LLC and you for the participation in a driveBLACKTIE vehicle subscription or rental program (defined below)(for the purposes of this Agreement, Subscription and Rental may be used interchangeably) and for the use and custodianship of one or more vehicles. By accepting this Agreement and signing on the VEHICLE SUBSCRIPTION AGREEMENT cover sheet (“VSA”), as it may be amended from time to time as provided below, you accept and agree to comply with the terms and conditions set forth in this Agreement. The Effective Date of this Agreement is noted on the VSA cover sheet.

TO DRIVE OUR VEHICLES, USE OUR SOFTWARE AND APPLICATIONS, AND PARTICIPATE IN THE PROGRAM, YOU HAVE TO ACCEPT AND AGREE TO THIS ENTIRE AGREEMENT, APPLICABLE TO THE OFFERING AND INSURANCE OPTIONS YOU CHOOSE. YOU WILL BE BOUND BY THE TERMS AND CONDITIONS, PRIVACY POLICY AND RULES OF USE APPLICABLE TO YOUR OFFERING. YOU CANNOT PICK AND CHOOSE CERTAIN PROVISIONS TO AGREE TO AND YOU CANNOT MODIFY THIS AGREEMENT IN ANY WAY. OUR CUSTOMER SERVICE REPRESENTATIVES DO NOT HAVE THE POWER OR AUTHORITY TO AGREE TO ANY MODIFICATION TO OR WAIVER OF THIS AGREEMENT. YOU MUST NOT RELY ON ANY SUCH PURPORTED MODIFICATION OR WAIVER. IF YOU HAVE QUESTIONS REGARDING THE TERMS AND CONDITIONS OR ANY PORTION OF THIS AGREEMENT, PLEASE CONSULT YOUR ATTORNEY.

THIS IS A LEGALLY BINDING AGREEMENT.

The parties do not intend for this Agreement to create a “consumer lease” as defined under the Federal Consumer Leasing Act. If you have any questions regarding this Agreement, please contact us via email at hello@driveblacktie.com or by telephone at 314-582-9563.

You have applied for participation one or more of the following programs (“Programs”) that we offer:

- A. Multi-Vehicle Subscription Program**, which enables pre-approved members to have continuous access to Vehicles and the ability to exchange Vehicles from a fleet through a mobile application, subject to availability and in accordance with the terms and conditions of this Agreement and the “Standard Subscription Agreement” in Program A of this Agreement.
- B. Single-Vehicle Subscription Program**, which enables pre-approved members to have continuous access to a single vehicle through a mobile application, subject to availability and in accordance with the terms and conditions of this Agreement and the “Standard Subscription Agreement” in Program B of this Agreement.
- C. Rental Program**, which enables pre-approved members to reserve and rent vehicles through a mobile application, subject to availability and in accordance with the terms and conditions of this Agreement and the “Master Rental Agreement” in Program C of this Agreement.

The following Terms and Conditions are applicable to your Agreement and all Programs:

Terms and Conditions

1. Definitions

In this Agreement, the following definitions apply:

“Agreement” or “Subscription Agreement” means these Terms and Conditions, the Schedules to the Terms and Conditions, and our Rules, whether made available in print or electronically through our website, each as amended, modified or supplemented from time to time. The Terms and Conditions, the Schedules, and the Rules are an integral part of this Agreement.

“Insurance Plus” means full insurance (as described herein) for physical damage only to the Vehicle, bumper to bumper, with zero deductible to the Member. There is an additional charge for Insurance Plus which eliminates the necessity or additional cost to the Member for the physical damage to the Vehicle while it is in your control or under contract with you. You will be responsible for any personal injury or other damage(s) not related to the physical condition of the vehicle.

“Program” means the specific driveBLACKTIE subscription program, which enables pre-approved members to have continuous access to Vehicles and the ability to exchange Vehicles from a fleet through a mobile application, subject to availability and in accordance with the terms and conditions of this Agreement.

“Rental Period” means the period between the time you take possession of a Vehicle and the time that the Vehicle is either returned to or recovered by us and checked in by us.

"Rules" means all of our rules, requirements, policies and procedures related to your use of our Vehicles and participation in the Program, whether set forth in this Agreement, appearing elsewhere on our website or otherwise issued from time to time by us, each as amended, modified or supplemented from time to time.

"Secondary Driver" means any person, whether a family member or otherwise, who is authorized by you (subject to our approval) to drive our Vehicles and participate in the Program under your account with us and under the terms of this Agreement. You may have to pay fees for each Secondary Driver, and they will have to meet the same eligibility criteria that we require for all of our drivers.

"Schedules" means all the schedules, rate plans and policies referenced in or incorporated into this Agreement, each as amended, modified or supplemented from time to time.

“Subscription Period” means each monthly period during which you maintain an active subscription in the Program.

“Vehicle” means any of the vehicles in the fleet provided by driveBLACKTIE and made available for use by Authorized Drivers in the Program.

“We” or “us” means driveBLACKTIE LLC or any of our subsidiaries.

"You" means the person who signs this Agreement and who is responsible for all fees, charges and other costs associated with the subscription for participation in the Program under this Agreement, including application fees, monthly Subscription Fees, driving charges and other costs or fees that may be indicated in the Rules and Schedules from time to time.

2. Eligibility

To be eligible to drive our Vehicles and participate in the Program, You must be approved and authorized to drive a vehicle under the Agreement or a validly authorized, approved and insured Secondary Driver under this Agreement; and all drivers must:

- Be at least 21 years of age;
- Continuously be valid, licensed driver license in the jurisdictions in which you will use our Vehicles;
- Have a driving history that meets all then current eligibility requirements; and
- Accurately, truthfully and fully complete our application, deliver all information and documents that we may request in the application process or otherwise, and have your application accepted by us.
- Continuously comply with our payment and insurance requirements for both bodily and property coverage.

Please note that acceptance of your application is subject to our approval, and your subscription may be denied or, even if it is accepted, it can thereafter be terminated, based upon criteria established from time to time by us or our insurance providers. You acknowledge that the approval or denial of your application or the decision to terminate it based upon our criteria will be at our discretion. In addition, even if we approve your application and have not terminated it, you may be restricted from driving certain Vehicles based upon your driving history and experience or the type of vehicle class that you have selected.

You agree to provide to and maintain with us your current email address, employment status, your current mobile phone number, your current mailing address and all other account information, including your insurance coverage, and current credit/debit card information. You also agree that we can update your credit score and driving history verification periodically in at our discretion.

By applying to participate in the Program, you authorize us to obtain and run your credit record and your driving records from the jurisdiction that issued your driver's license and in any other jurisdiction that we desire. If you do not have a driver's license from the jurisdiction in which you reside, failure to obtain one when required by applicable law constitutes your breach of this Agreement. We may at any time require you to demonstrate compliance with the licensing laws of your jurisdiction of residence and/or impose further policies regarding the obligation to be licensed in your jurisdiction of residence. We reserve the right to request additional information, such as a copy of a passport or proof of address at any time. As a condition to us agreeing to allow you to drive our Vehicles, you must maintain a good driving record, and we may, from time to time, check your driving records. If you do not continue to meet our eligibility requirements, we reserve the right, at our discretion, to suspend, constrain or terminate your right to drive our Vehicles and participate in the Platform. If your license is suspended or revoked or becomes invalid, or if you have any further endorsements or accidents on your driving record or if you are convicted of or receive a citation for driving under the influence of alcohol or drugs, dangerous or reckless driving or exceeding the relevant speed limit, you agree to report such suspension, revocation, changes, conviction or citation to us promptly. Please be advised that, among other things, such events, or the failure to notify us promptly of any such events, may lead to you not being covered by our insurance policy when driving our Vehicles and will give us the right to immediately terminate your subscription.

3. Basic terms of use of our Vehicles and Program participation

You understand and agree that we are and will continue to be the owner of all Vehicles or other items that we provide to you during the term of this Agreement, including specifically and without limitation, everything that is provided to you with those Vehicles (such as electronic toll passes, car chargers and other vehicle accessories), and all software and applications ("Services") that we use in connection with our Vehicles and the Program. Your use of, and rights in relation to, any Vehicle or item provided by us under this Agreement are limited to those rights of use stated in this Agreement and subject to the terms and conditions of this Agreement, including payment of the fees described in Section 4 below. You are not acquiring any ownership interest in any Vehicle or other personal property

and agree not to apply for title or any ownership interest or otherwise slander our title on the vehicle during the Term of the Agreement.

The initial Subscription Period for a Vehicle may not exceed 30 days. Unless you pause, cancel or return a Vehicle before the end of the initial Subscription Period, the Subscription will automatically renew for additional 30-day Subscription Period(s), provided that: (1) you are in good standing and in compliance with your obligations under the Agreement; (2) we may require you to return, or make available, the Vehicle for inspection; and (3) you return or exchange the Vehicle upon our request. You will pay the same Subscription Fee regardless of the total duration of the Subscription Period(s); however, you acknowledge that taxes, fees, and other charges payable for initial Subscription Period may be subject to change during subsequent Subscription Periods.

4. Fees and your responsibilities

One-Time Activation Fee: If we approve your subscription, you authorize us to charge your credit or debit card or bank account shortly thereafter with a one-time activation fee.

Subscription Fee: If we approve your subscription, you will pay a monthly “Subscription Fee” as further described in Schedule Three (“Pricing”) attached to the Agreement, which may change from time to time following advanced written notice of at least thirty (30) days. You authorize us to charge your credit or debit card or bank account the Subscription Fee for the first month shortly after we approve your subscription. The first monthly Subscription Fee will be for the first 30 days of your subscription. Following this initial thirty (30) day subscription period, subscription periods under this Agreement will be for sequential month-to-month periods, billed on the same day of each month. Because there are different numbers of days in a month, a monthly subscription may be 28, 29, 30 or 31 days. As an example, if the first day following the initial 30-day subscription period is June 15, we will automatically charge your payment card again on July 15. If such monthly subscription start date is on a day that does not recur on a monthly basis (such as March 31) we will bill you on a day that we determine to be appropriate under the circumstances (such as April 30 or May 1).

Unless and until you cancel your subscription with us in accordance with the procedures set forth in this Agreement, or this Agreement is otherwise terminated, this Agreement will automatically renew for an additional monthly term, in which case we will then promptly charge your account automatically for the next month’s Subscription Fee. The monthly Subscription Fee is payable even if you do not have possession of and/or use a Vehicle on all or any of the days of that month.

Other Charges; Payment Method. You are required to pay all fees and costs incurred (including fees and costs incurred by any Secondary Drivers on your account) when due, including, without limitation, (a) Subscription Fees (which are automatically charged when due, as stated above); (b) sales and other taxes, levies, surcharges, and fees; (c) refueling costs; (d) toll fees, moving, parking, photo enforcement and other violations, and related fines, fees, and taxes (as further described in the Rules); (e) reasonable costs arising from one of our Vehicles being returned or left at any location other than the location that we specify for your authorized return or exchange of the Vehicle; (f) towing, storage, and impound fees; (g) all costs we incur collecting payment from you or otherwise enforcing our rights under this Agreement, including reasonable attorneys’ fees; (h) excess mileage fees; and (i) other costs and fees as provided in the Rules and Schedules. You will be billed for all amounts due via a credit or debit card or any other means that we agree to. If your account is past due or if your credit or debit card provider rejects any payment that is owed to us, then your use of our Vehicles and participation in the Program may be terminated by us in accordance with our Rules. If there are ongoing issues with credit or debit card billings, then your use of our Vehicles and participation in the Program may be terminated immediately in our sole discretion. We will not be responsible under any circumstances for any overdraft or other fees charged by your credit card provider or bank. We may use third parties to collect amounts owed by you, and you will also be responsible for any collection or similar fees associated with these collection activities.

5. Insurance

We provide as part of the Subscription a **LIMITED insurance policy** addressing certain limited conditions of liability. It is your duty and obligation to read and understand the terms of the limited insurance coverage and **to provide and maintain additional insurance for yourself**, as desired, or as required by the law of your jurisdiction. We make no representations regarding the adequacy of the insurance policy provided herein. Please consult your legal counsel or insurance provider if you have questions.

If you are in good standing and are properly authorized to operate one of our Vehicles under this Agreement, our insurance coverage (both third party and self-insurance) may apply to cover certain property damages incurred in an accident ("Insurance"), subject to the policy's terms and conditions and your applicable deductible. The Insurance provides limited coverage for third party property damage and bodily injuries, if applicable, up to the limits as outlined, as well as coverage for our Vehicles relating to an accident for which you may be legally liable. The coverage limit of insurance available to You is determined by the tier of your subscription, as reflected within the following table:

Tier	Limit Applicable to You
Platinum	\$300,000 CSL
Performance	\$300,000 CSL
Luxury	\$300,000 CSL
Life	\$300,000 CSL
Value	\$75,000 CSL

Your personal property is not covered by our Insurance. Other exclusions and terms and conditions do apply. In your sole discretion, you are free and encouraged to supplement the Insurance provided herein.

Insurance Plus: You may be given the opportunity to purchase "Insurance Plus" which is a property only coverage on the Vehicle covering physical damage, including dents, dings, wheel damage, etc. for the Vehicle, provided at no additional deductible to the Member. The change for "Insurance Plus" would be added to your monthly Subscription Fee.

Where required by law, we provide Personal Injury Protection ("PIP"), or "no-fault" coverage as part of the Insurance, to the minimum level required by the jurisdiction in which the accident occurs or the claim is adjudicated, for injuries you may suffer in an accident. The Insurance provides up to \$2,000 of medical payments coverage that may be applied against your own health care coverage in case of injury (typically offsetting against any "out of pocket" or "deductible" costs). Any personal injury coverage that you have available will be primary over any PIP or no-fault coverage that we may provide to the extent permitted by law. To the extent permitted by law, you waive the inclusion of uninsured motorist, underinsured motorist, supplementary no-fault, or any other similar, optional insurance coverage, and you hereby acknowledge and authorize us to sign any forms or acknowledgements on your behalf rejecting such coverage. You agree, on your behalf, to acquire such coverage on you, if desired by you. Further, we may, but are not required to, obtain such insurance on any vehicle driven by you with us as the beneficiary. If any such protection is imposed by operation of law, then the limits of such protection will be the minimum required by the law of the jurisdiction in which the accident occurs. Any claim in excess of policy limits shall be your responsibility. You will release, indemnify and hold us harmless for all such damages or claims at your expense.

No coverage is provided for any use of our Vehicles by any unauthorized driver or the use of the vehicle in any unauthorized or prohibited manner. However, if such coverage is mandated by law, then the limits of such coverage will be the minimum financial responsibility limits required by law in the jurisdiction that applies to the loss. **If you allow a third party to operate the vehicle, such operation is strictly at your own risk and liability. Your insurance, or the insurance of the third-party operator, will be applicable. You will be responsible, personally, for any damage to yourself, others or any property as a result of the actions of the third-party operator. Our insurance will not be applicable.**

6. Responsibility to third parties and responsibility for damage to or loss of Vehicles

Consistent with Section 5 above, You agree that you are responsible for any and all loss and damage that is caused by our Vehicles during a Subscription Period which is not otherwise covered by the insurance referenced above. ***Your legal and financial responsibility will include the full value of any damages or injuries caused to yourself, third parties or real and personal property to the extent the insurance described in Section 5 does not cover such damages or injuries, regardless of the reason for such non-coverage, whether because of your breach of this Agreement, your obligation to pay a deductible, or otherwise.***

In addition, you are responsible for all loss of or damage to a Vehicle during a Subscription Period resulting from any cause, including collision, rollover, theft, vandalism, road condition, operation of the vehicle, weather, or acts of nature (See, Insurance Plus offering for benefits). ***Subject to state law, your responsibility includes the following (to the extent the coverage described in Section 5 above does not cover the damages or loss, regardless of the reason for such non-coverage, whether because of your breach of this Agreement, the insurance company failure to pay or your failure to pay a deductible, or otherwise):***(a) all physical damage to the Vehicle, and damage to third parties' real or personal property measured as follows: (i) if we determine that the Vehicle is a total loss, the actual cash value of the Vehicle; (ii) if we determine that the Vehicle is repairable: **(A)** the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or **(B)** the reasonable estimated retail value or actual cost of repair plus Diminished Value; **(b)** Loss of Use, which shall be measured by multiplying the prorated daily rate by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of Use shall be payable regardless of fleet utilization; **(c)** a reasonable administrative fee; **(d)** towing, storage, and impound charges and other reasonable incidental and consequential damages; and **(e)** all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. For purposes of this Agreement, "Diminished Value" mean, and "Loss of Use" means our loss the ability to use the Vehicle for any purpose due to damage to it or loss of it during the Subscription Period, including uses other than for Subscription, such as display for rent or sale, opportunity to upgrade or sell, or transportation of employees.

7. Limitations of liability

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFIT, REVENUE, GOODWILL, BUSINESS OPPORTUNITY OR ANTICIPATED SAVINGS, ARISING FROM OR RELATED TO THIS AGREEMENT OR THE USE OF OUR VEHICLES OR SERVICES OR YOUR PARTICIPATION IN THE PROGRAM (TO THE EXTENT PERMITTED BY LAW). Without limiting the foregoing, to the fullest extent permitted by law, we shall have no liability for (1) any loss of, or damage to, any goods in or on any of our Vehicles or in or on any third party vehicle, (2) any loss, damage, injury or death in relation to you, any Secondary Driver or any other third party arising from the use of one of our Vehicles, (3) any loss or damage incurred by you or any Secondary Driver as a result of any claims made by a third party or (4) any loss or damage incurred by you or any Secondary Driver arising from or in relation to either (A) the non-availability, supply, operation or use of one of our Vehicles or (B) any accessories in or to one of our Vehicles, whether supplied by us or by you or such Secondary Driver (for example, luggage racks, bicycle racks, baby seats and the like, and in all cases, you or such Secondary Driver are responsible for the safe installation of such accessories and must check the condition of such accessories before each use), unless in each case such loss or damage is incurred due to our negligence or our failure to carry out our responsibility. If such liability is assessed by a Court of appropriate jurisdiction, you will be responsible for payment, or reimbursement, to us.

You agree by accepting and driving the vehicle that you have inspected the vehicle and are familiar with its condition, faults, defects, options and accessories and are fully capable and understand the operation of the vehicle.

8. Term and termination; Repossession of Vehicles

This Agreement shall commence upon the acceptance by us of your application and your payment of any applicable fees. The term of this Agreement shall continue until such time as your subscription is canceled or terminated in accordance with this Section 8.

You may terminate your subscription upon thirty (30) days prior written notice by texting us at 314-582-9563 or by contacting us via email at hello@driveblacktie.com. We will not terminate the subscription unless the notice is provided in writing. Please note that we do not prorate unused days remaining in your subscription term.

In addition to the termination provisions set forth in the next paragraph, we may terminate this Agreement at any time and for any reason upon no less than thirty (30) days' notice to you, in which event we will, if applicable, refund a prorated portion of your Subscription Fee for the subscription period when termination occurs.

We may also, upon notice to you, immediately terminate this Agreement (and no monthly Subscription Fees or other fees will be refunded to you in the event of termination pursuant to this paragraph) if:

- (a) You fail to pay any sum due under this Agreement;
- (b) You or any Secondary Driver fail to comply with any term or condition specified in this Agreement or the Rules;
- (c) You or any Secondary Driver are involved in an incident with one of our Vehicles that we believe, in our reasonable discretion, renders you or the Secondary Driver ineligible or inappropriate for continued rights to use our Vehicles or participate in the Program;
- (d) You or any Secondary Driver engage in any activities or conduct that we determine, in our reasonable discretion, to be inappropriate, negligent, offensive, abusive or otherwise unacceptable; or
- (e) You are not paying your debts as such debts generally become due, you become insolvent or file or have filed against you a petition under any bankruptcy, insolvency law or similar law that is unresolved within sixty (60) days of the filing of such petition, you propose any dissolution, liquidation, financial reorganization or recapitalization with creditors, you make a general assignment for the benefit of creditors or if a receiver, trustee, custodian or similar agent is appointed for you or takes possession of any of your property or business.

Upon termination of this Agreement, all of your rights and the rights of any Secondary Drivers to use our Vehicles and participate in the Program shall immediately terminate. Upon termination of the Agreement (or sooner upon our demand), you agree to immediately return our Vehicles and any of our other property in your possession.

With respect to any termination or cancellation of this Agreement, you shall remain responsible for any fees, costs or expenses incurred prior to termination of this Agreement. Additionally, you shall be responsible for, and you agree to pay, any legal fees, court costs or expenses associated with enforcing the terms of this Agreement, whether upon termination or otherwise.

To the extent permitted by law: (a) we can have any of our Vehicles in your possession peacefully repossessed at any time at your expense and without notice should you violate any of the terms and conditions of this Agreement, or fail to return the Vehicle as required by this Agreement; (b) you agree to pay all costs associated with the recovery, as well as reasonable legal fees as a result of the repossession; and (c) you and all Secondary Drivers hereby agree to waive all claims for damages connected with the recovery.

9. Privacy

Please carefully review our Privacy Policy set forth in Schedule 1 to this Agreement. You represent and warrant to us that you have reviewed and understand our Privacy Policy, and you acknowledge and agree that any information shared by, or collected from or about, you may be used by us in accordance with the terms of the Privacy Policy, as it may be amended from time to time. Without limiting the terms of our Privacy Policy, telephone calls, email correspondence and social media communications with us may be recorded or monitored. By using these communication methods, you are consenting to the recording or monitoring of your calls, emails, SMS messages, instant messages and social media communications.

10. Schedules and amendments, modifications and supplements to this Agreement and the Schedules

The following Schedules are included as a part of this Agreement:

- Schedule 1: Privacy Policy;
- Schedule 2: Rules of Vehicle Use;
- Schedule 3: Pricing.

We reserve the right to change the terms of this Agreement, including the Schedules to this Agreement, at any time and from time to time. We will give you prompt notice of any changes. Unless we designate a different date, all changes will be effective when we give notice of them to you. Notice will be considered given when such notice is referenced on and accessible from the first page accessed on our website (including our mobile website and mobile app), when we provide it to you by email to your address on file with us (if you have requested or allowed email delivery), or when we provide it to you via our online newsletter. You agree that the amended terms and conditions of this Agreement shall be effective and binding on you upon the effective date indicated in such notice or on such other the date as we may designate in the notice without you having to sign this Agreement again and without you having to sign a copy of any Amendment.

11. Miscellaneous

By becoming a subscriber, you represent and warrant to us that you have received all explanations that you may have reasonably requested concerning the content of this Agreement, including all Schedules, and that you have carefully reviewed and understand your commitments and obligations hereunder. You further represent and warrant that you and each Secondary Driver meets the eligibility requirements described in Section 2 above, and that you will promptly inform us of any changes during the term of this Agreement.

The rights granted to you or the Secondary Drivers under this Agreement are not assignable or transferable, in whole or in part. Any attempt to transfer this Agreement without our written consent shall be void and of no force and effect. We may assign this Agreement to an affiliate or to another entity in connection with a corporate transaction or otherwise.

No delay or omission by us in our exercise of any right or power occurring upon any noncompliance or default by you or any Secondary Driver with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. Any waiver by us of any covenant, condition, or agreement to be performed by you or any Secondary Driver shall not be deemed to be a waiver of any prior or subsequent breach of the same, or of any other covenant, condition, or agreement hereunder. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

This Agreement is governed by the laws in force in the State of Missouri and shall be interpreted according to the internal laws of the State of Missouri, without reference to its conflicts of laws or choice of law rules. All disputes hereunder shall be resolved solely in the applicable state or federal courts in the State of Missouri with the venue of St. Louis County. The parties hereby consent to the exclusive jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

Any notices or communications required or permitted to be given to you shall be in writing and shall be sufficiently given if delivered by email or mailed to you at the email or postage address provided to us in your completed application, as updated by you from time to time and on file with us. Any notices or communications required or permitted to be given to us shall be in writing and shall be sufficiently given if delivered via email to hello@driveblacktie.com or mailed to us at the following address:

driveBLACKTIE LLC
759 Gravois Bluffs Blvd
Fenton, MO 63026

Any notice delivered via email shall be deemed to have been received on the first business day after which it was sent, unless the sending party is notified that the email address is invalid. Any notice sent by letter shall be deemed to have been received on the fourth business day after it was posted in the regular U.S. mail.

Specific Provisions applicable to specific Programs

Program A

Multi-Vehicle Subscription Agreement

- **Fees and Rates**
- **Terms and Conditions (“Terms and Conditions”)**

The Multi-Vehicle Subscription Agreement (“Subscription Agreement” or “Agreement”), including these Terms and Conditions, set forth the agreement between driveBLACKTIE LLC and you for participation in the driveBLACKTIE Program (defined below) and for the use and custodianship of one or more vehicles. By accepting this Agreement, as it may be amended from time to time as provided below, you accept and agree to comply with the provisions set forth below,

TO DRIVE OUR VEHICLES, USE OUR SOFTWARE AND APPLICATIONS, AND PARTICIPATE IN THE PROGRAM, YOU HAVE TO ACCEPT AND AGREE TO THIS ENTIRE AGREEMENT. YOU CANNOT PICK AND CHOOSE CERTAIN PROVISIONS TO AGREE TO AND YOU CANNOT MODIFY THIS AGREEMENT IN ANY WAY. OUR CUSTOMER SERVICE REPRESENTATIVES DO NOT HAVE THE POWER OR AUTHORITY TO AGREE TO ANY MODIFICATION TO OR WAIVER OF THIS AGREEMENT. YOU MUST NOT RELY ON ANY SUCH PURPORTED MODIFICATION OR WAIVER.

Multi-Vehicle Subscription (Program A)

Fees and Rates

Each plan includes:

- Insurance policy (as defined in Section 5 and 6 for limitations and conditions and subject to deductible). Deductible is outlined on the attached Schedule Three.
- Scheduled maintenance
- Schedule Three outlines the monthly payments, activation fee, mileage allotment, down payment options, monthly payments and insurance deductible. Schedule Three is incorporated herein.

Our Multi-Vehicle Subscription Agreement **Fees and Rates** are as follows:

VALUE

- Price per month entitles subscriber to the use of one vehicle within the Tier at any time
- Subscription fee is inclusive of insurance (defined below), maintenance and all registration taxes
- Subscription fee is exclusive of sales taxes
- A one-time activation fee may be required for all new driveBLACKTIE Value tier memberships
- A deposit may be required in our sole discretion

SILVER

- Price per month entitles subscriber to the use of one vehicle within the Tier at any time
- Subscription fee is inclusive of insurance (defined below), maintenance and all registration taxes
- Subscription fee is exclusive of sales taxes
- A one-time activation fee may be required for all new driveBLACKTIE Life tier memberships
- A deposit may be required in our sole discretion

GOLD

- Price per month entitles subscriber to the use of one vehicle within the Tier at any time
- Subscription fee is inclusive of insurance (defined below), maintenance and all registration taxes
- Subscription fee is exclusive of sales taxes
- A one-time activation fee may be required for all new driveBLACKTIE Luxury tier memberships
- A deposit may be required in our sole discretion

PLATINUM

- Price per month entitles subscriber to the use of one vehicle within the Tier at any time
- Subscription fee is inclusive of insurance (defined below), maintenance and all registration taxes
- Subscription fee is exclusive of sales taxes
- A one-time activation fee may be required for all new driveBLACKTIE Performance tier memberships
- A deposit may be required in our sole discretion

DIAMOND

- Price per month entitles subscriber to the use of one vehicle within the Tier at any time
- Subscription fee is inclusive of insurance (defined below), maintenance and all registration taxes
- Subscription fee is exclusive of sales taxes
- A one-time activation fee may be required for all new driveBLACKTIE Platinum tier memberships
- A deposit may be required in our sole discretion
- Secondary driver fee as per Tier.

Other Fees*

- All other applicable fees and rates are outlined in Schedule Three.

*You are responsible for the purchase of fuel and payment of road tolls, traffic tickets or parking fines. As a convenience, the cost to refuel a Vehicle after a flip (without mark-up) will be charged to your account on file. Similarly, if your Vehicle is equipped with an electronic toll card, any fees (including payment processing and convenience fees) incurred during your possession of the Vehicle will be charged to your account. In addition, if a Vehicle is returned excessively dirty or with evidence (including odors) of pets or smoking/vaping, you may be responsible for an additional cleaning fee. See Schedule Three, "Pricing" for additional information.

Program B

Single-VIN Subscription Agreement

- **Fees and Rates**
- **Terms and Conditions ("Terms and Conditions")**

The Single-VIN Subscription Agreement ("Subscription Agreement" or "Agreement"), including these Terms and Conditions, set forth the terms and conditions of a contract between driveBLACKTIE LLC and you for participation in the driveBLACKTIE Program (defined below) and for the use and custodianship of one or more vehicles. By accepting this Agreement, as it may be amended from time to time as provided below, you accept and agree to comply with the terms and conditions set forth below,

TO DRIVE OUR VEHICLES, USE OUR SOFTWARE AND APPLICATIONS, AND PARTICIPATE IN THE PROGRAM, YOU HAVE TO ACCEPT AND AGREE TO THIS ENTIRE AGREEMENT. YOU CANNOT PICK AND CHOOSE CERTAIN PROVISIONS TO AGREE TO AND YOU CANNOT MODIFY THIS AGREEMENT IN ANY WAY. OUR CUSTOMER SERVICE REPRESENTATIVES DO NOT HAVE THE POWER OR AUTHORITY TO AGREE TO ANY MODIFICATION TO OR WAIVER OF THIS AGREEMENT. YOU MUST NOT RELY ON ANY SUCH PURPORTED MODIFICATION OR WAIVER.

Single VIN Subscription Agreement

Fees and Rates

You will subscribe to a specific vehicle inside of the mobile application and/or via written or verbal communication (confirmed in writing by email or text). Your subscription fee, activation fee, mileage allotment, and overage mile fees will depend on the vehicle that you select. You will find these rates in the mobile application during the sign-up process. All subscription fees are exclusive of sales taxes, if any, due.

Each plan includes:

- Insurance policy (Subject to deductible in the APP or Schedule Three) (SEE, Sections 5 and 6 for limitations and conditions)
- Scheduled Maintenance

Other Fees*

- Excess Mileage Fee: Per mile fee as reflected in the APP for each mile traveled in excess of you monthly mileage limit.
- Refueling Fee: we will charge you the standard market price for fuel at the gas station of our choice.
- Additional Cleaning Fee: \$150
- Smoking Fee:
 - First offense: \$500

- Second offense: \$500 and immediate termination from the service
- Late Payment Fee:
 - If payment is received after the Due Date, a late fee of \$25.00 per day may be assessed.
 - All fees, costs and expense are due and payable upon billing date and delinquent following seven (7) days. All delinquent accounts are subject to immediate termination.
- Secondary driver fee as per Tier.

*You are responsible for the purchase of fuel and payment of road tolls, traffic tickets or parking fines. As a convenience, the cost to refuel a Vehicle when returned (without mark-up) will be charged to your account. Similarly, if your Vehicle is equipped with an electronic toll card, any fees (including payment processing and convenience fees) incurred during your possession of the Vehicle will be charged to your account. In addition, if a Vehicle is returned excessively dirty or with evidence (including odors) of pets or smoking/vaping, you may be responsible for an additional cleaning fee. See Schedule Three, "Pricing" for additional information.

Program C Master Rental Agreement

- Fees and Rates
- Terms and Conditions ("Terms and Conditions")

The Master Rental Agreement ("Rental Agreement" or "Agreement"), including these Terms and Conditions, set forth the terms and conditions of a contract between driveBLACKTIE LLC and you for the participation in the driveBLACKTIE Program (defined below) and for the use and custodianship of one or more vehicles. By accepting this Agreement, as it may be amended from time to time as provided below, you accept and agree to comply with the terms and conditions set forth below. This Agreement is effective as of the date of your acceptance.

TO DRIVE OUR VEHICLES AND PARTICIPATE IN THE PROGRAM, YOU HAVE TO ACCEPT AND AGREE TO THIS ENTIRE AGREEMENT. YOU CANNOT PICK AND CHOOSE CERTAIN PROVISIONS TO AGREE TO AND YOU CANNOT MODIFY THIS AGREEMENT IN ANY WAY. OUR CUSTOMER SERVICE REPRESENTATIVES DO NOT HAVE THE POWER OR AUTHORITY TO AGREE TO ANY MODIFICATION TO OR WAIVER OF THIS AGREEMENT. YOU MUST NOT RELY ON ANY SUCH PURPORTED MODIFICATION OR WAIVER.

Program C Master Rental Program: Fees and rates

Each plan includes:

- Scheduled Maintenance
- **NOTE: Insurance policy is not provided by us and is provided by you, at your cost.**

Our Rental Program packages are as follows (and further detailed on Schedule Three):

Bronze

Daily rates as listed in the driveBLACKTIE app as may be changed or updated from time to time

- A deposit may be required in our sole discretion
- Selection from our Bronze level of vehicles

Silver

- Daily rates as listed in the driveBLACKTIE app as may be changed or updated from time to time
- A deposit may be required in our sole discretion
- Selection from our Silver level of vehicles

Gold

- Daily rates as listed in the driveBLACKTIE app as may be changed or updated from time to time
- A deposit may be required in our sole discretion
- Selection from our Gold level of vehicles

Diamond

- Daily rates as listed in the driveBLACKTIE app as may be changed or updated from time to time
- A deposit may be required in our sole discretion
- Selection from our Diamond level of vehicles

Other Fees

- Secondary Driver Fee: \$100
- Excess Mileage Fees: listed within the app
- Refueling Fee: we will charge you the standard market price for fuel at the gas station of our choice.
- Additional Cleaning Fee: \$150
- Delivery fee (optional): \$50
- Pick-up fee (optional): \$50
- Smoking Fee:
 - First offense: \$500
 - Subsequent offense: \$500 and immediate termination from the service
- Late Payment Fee
 - If payment is received after the Due Date, a late fee of \$25.00 per day may be assessed.
- Insurance: **None provided by us**, you are responsible for your insurance on the Rental vehicle.

*You are responsible for the purchase of fuel and payment of road tolls, traffic tickets or parking fines. As a convenience, the cost to refuel a Vehicle after a flip (without mark-up) will be charged to your account. Similarly, if your Vehicle is equipped with an electronic toll card, any fees (including payment processing and convenience fees) incurred during your possession of the Vehicle will be charged to your account. In addition, if a Vehicle is returned excessively dirty or with evidence (including odors) of pets or smoking/vaping, you may be responsible for an additional cleaning fee. See Schedule Three, "Pricing" for additional information.

SCHEDULE ONE: Privacy Policy (all Programs)

The Privacy Policy applies to all driveBLACKTIE Programs. Please contact us regarding any questions.

Your Privacy

The Privacy Policy is applicable to all Programs in the driveBLACKTIE Program. We respect your privacy and are committed to protecting the personal information we hold about you. This policy explains what information we collect about you, how we collect it, the measures we take to keep your information secure and the uses we make of it. We also explain the options you have regarding your personal information. When you request services from

us, access our websites, utilize our mobile “apps” or otherwise interact with us, for example, but without limitation, through our service centers, our in-vehicle or in-equipment technology, our official corporate pages on third party social networks (such as Facebook) or the “apps” on those pages, you consent to our collection, retention and use of your personal information in the manner described in this policy and accept the risks outlined in the Security Measures section below.

Summary of our Privacy Policy (“what you need to know”)

Who We Are: We are driveBLACKTIE LLC., a U.S. company based in Fenton, Missouri, which, together with our subsidiary companies, provides and supports vehicle subscription services across the United States. All references in this policy to “we”, “us” and “our” are to us and our subsidiaries. We operate a network of licensees in provision of our services worldwide and are affiliated to many other companies through ownership. As our licensees and affiliates are independent companies, they are not owned or controlled by us and are not covered by this policy, although they may have their own privacy policies to govern the personal information they collect. We are not responsible for the privacy practices of our licensees and affiliates.

Legal Issues: We aim to comply with the privacy laws applicable to the personal information we collect and use.

What We Collect: We collect the personal information we need to provide the services you request from us, for our operational and marketing uses listed in this policy and for such other purposes as you authorize. By subscribing for our vehicles and using our services and providing personal information to us, you consent to our use and disclosure of your information for the purposes listed in this policy.

Sources: We mostly collect your information directly from you, through various channels including our website, computer systems and in vehicle and in equipment technology, and from companies involved in our provision of services to you, including our licensees and third-party providers.

Websites: Certain technologies may be used on our websites, our apps and other electronic media including cookies and Pixel Tags, to collect information about your visit to our site and sites upon which we advertise. You may choose to restrict the use of cookies as suggested in this policy.

Storage: We generally retain personal information about our subscribers for as long as we believe appropriate for the purposes for which it was collected.

Security Measures: We aim to maintain appropriate physical, procedural and electronic safeguards to protect your personal information.

Access: You may access and review the personal information we retain about you and correct any factual errors.

Contact Us: We hope this policy answers your questions about our collection and use of your personal information. If you have any questions, please contact us by following the instructions in the Contact Us section below.

Changes: We may change this policy from time to time. The policy was last updated on January 9, 2020.

Detail of our Privacy Policy

Scope of Policy

This policy covers the personal information we collect about you in connection with our vehicle subscription business and services that identify you as an individual. It does not address data that does not personally identify you as an individual, for example, but without limitation, aggregated anonymous data, IP addresses, computer operating systems, personal preferences, vehicle identification numbers, etc. We are free to use information that

does not identify you as an individual as we wish. This policy does not apply to information collected by third party social networks (such as Facebook), mobile device manufacturers, third party “mobile apps”, wireless service providers, internet service providers or the operators of any networks through which you may interact with us and we expressly disclaim any responsibility for the data collection, privacy or data security practices of those entities. With regard to pages on third party social networks, this policy only applies to personal information we collect through our pages (those with a direct link to this policy) and does not apply to any “unofficial” pages or pages of our affiliates or licensees. Our websites are not directed to individuals under the age of 13, and we do not knowingly obtain personal data from such individuals.

When you request services from us, operate a vehicle or equipment with in-vehicle or in-equipment technology, access our websites, utilize our mobile “apps” or otherwise interact with us, for example, but without limitation, through our kiosks, our official corporate pages on third party social networks (such as Facebook) or the “apps” on those pages, you consent to our collection, retention and use of your personal data in the manner described in this policy and accept the risks outlined in the Security Measures section.

Personal Information

Personal information means information that identifies you as an individual, or that we can combine with readily available information to identify you as an individual.

Personal Information We Collect and How We Use It

The principal purposes for which we collect and store your personal and financial information are to process your application and subscription agreement, allow you to reserve and use our vehicles and services, authorize payment, bill you, respond to your inquiries, improve our products and services and maintain your account with us. We collect a range of information about you from a variety of sources for the purposes of our business. The examples we provide throughout this policy are illustrative rather than a complete list of our practices.

When you visit our websites or apps, our servers might automatically log certain information about your use of our websites, such as your IP address, your browser type, operating system, browser language and service provider. We also collect information about your activities on our websites and apps, such as the pages you visit or the ads or links you click on. The first time you visit our website, we may assign you a unique identifier, which is stored in one or more cookies on your computer's hard drive. These cookies help us distinguish new visitors from returning visitors and enable us to measure the effectiveness of content on the website and refine and tailor that content to suit our visitors' interests. If you have subscribed for our services or provided other personal information about yourself (for example, if you send us an email), your cookie ID can be associated with you personally. When you are signed into our mobile apps, you will be identified to us by your account email and/or phone number.

We collect information that you voluntarily submit to us, such as:

- Name, address and contact details, including telephone and mobile number, and email;
- Date and place of birth, passport number and driver's license number and a copy of your driver's license;
- Employer(s) name and address;
- Credit card information;
- Driving record and accident history;
- Location data such as geographic location of electronic devices used to contact us or to access our mobile “apps” or of the vehicle you are using;
- Information regarding the vehicles you subscribe for and use, and the operation of our vehicles during your subscription period;
- Charges you incur and other information relating to your transactions;
- Information transmitted by your computer's browser software; and
- Information about your credit history or other publicly available information about you from consumer reporting agencies.

Your telephone calls and email correspondence with us may be recorded or monitored for quality control, training and similar purposes. By using these communication methods, you are consenting to the recording or monitoring of

your calls and emails with us and to our use of the information you provide us for the purposes described in this policy.

If you subscribe with us, we collect personal and financial information as you proceed through the stages of our online application, subscription agreement and reservation process. In addition to your name and contact information, we will also collect your driver's license number, the jurisdiction in which you are registered, credit card or other payment information, and other information. We may also collect information such as your driving record from regulatory bodies where you live, and from third parties. This information is used to process your subscription and, if you are approved, for the purposes described below.

If you use our vehicles and services, we collect information about the vehicles' use and your use of our services. This may include details about your reservations, the dates, times and locations of use, mileage, driving performance, accidents and other data. We use this information to bill you, respond to your inquiries, ascertain whether you are in compliance with our policies and rules, provide and improve our products and services and maintain your account with us, and to provide content and offers that we think may be of interest to you. Periodically, we may send newsletter emails. To unsubscribe from our newsletters please use the opt out in the email footer.

Our vehicles may be equipped with vehicle tracking and other technology. We implement Global Positioning Systems (GPS), a network of satellites that allows us to determine the location of our vehicles. This information is transmitted to us and can be stored for extended periods. We use this information for a variety of important purposes. For example, we use GPS data to help you find our vehicles, to provide roadside assistance, to ensure that a vehicle is available at the place and time you have reserved, to ensure that the vehicle is not driven to unauthorized locations and to locate a lost or stolen vehicle. We also maintain in-vehicle and in-equipment technologies to track and monitor performance of our vehicles and to assist us with ensuring that our vehicles are used only in accordance with applicable laws and our rules and policies. Disabling, disconnecting or destroying any such technology device or equipment is strictly prohibited.

Other Sources

We also gather personal information about you from a variety of other sources, including:

- Transactions you complete with us and our vendors and licensees, including options you take, charges you incur and any incidents or accidents that may occur;
- To the extent you have made such information available, from third party social networks;
- Consumer and other reporting agencies; and
- Other companies that have business relationships with us, such as our licensees, affiliates and business partners, including roadside assistance and other service providers and insurance companies.

Where We Hold Personal Information

We utilize servers in various locations in the United States of America. If you are accustomed to other countries privacy laws, please note that the laws governing the processing of personal information in the United States of America may not be as rigorous as they are in the United Kingdom, Canada or other nations. By subscribing for and using our vehicles and services, you consent to the transfer of your personal and financial information to other locations within the United States for the purposes described in this policy. We do not conduct business in countries outside the United States, but to accommodate subscribers from other countries, we aim to comply with the privacy laws applicable to the personal data we collect and use.

We try to ensure that the personal data we retain about you is stored securely and, in light of the information provided to us, is as accurate, current and complete as necessary for the purposes for which we use it. We generally retain personal data about our subscribers for as long as we believe appropriate for the purposes for which it was collected or as otherwise required by applicable law.

Where We Can Send Your Personal Information

Except as described in this policy, we will not share your personal information with third parties outside our company group unless it is necessary to provide our services, verify information you or your approved secondary drivers provide to us, fulfill a transaction you have requested, or in other circumstances with your consent. We do however disclose your personal information within our related company group and to contractors, advisors, consultants and service providers acting on our behalf or under our instructions, including for purposes relating to the operation, maintenance, administration, improvement, and oversight of our services, websites and advertising services, or to fulfill your requests for information or service.

If you subscribe for our vehicles and services, some of the information you supply must necessarily be shared with regulatory bodies where you live and/or service providers we utilize to obtain your driving record from such regulatory bodies. In addition, if you are associated or affiliated with another, primary account (for example, if you are an associate member or affiliated with a business's or university's account), the primary account holder or administrator of that account may have access to limited information regarding your use of our services.

We may disclose your personal information in connection with a corporate transaction, proceeding, or reorganization involving the business activities for which the information is maintained. In the event that ownership of our business was to change as a result of a merger, acquisition, sale of assets or transfer to another company, your personal information may be transferred. If such a transfer results in a material change in the way your personal information is used, we will provide notice about the choices you have to decline to permit such a transfer.

We may disclose your personal information, including location/GPS data and data gathered from in-vehicle and in-equipment technologies, in response to legal process (for example, a court order, search warrant or subpoena) or requests from law enforcement authorities; in other circumstances in which we believe our services, our vehicles or our website are being or has been used in violation of applicable law or otherwise in the commission of a crime; when we have a good faith belief that there is an emergency that poses a threat to the safety of you or another person; or when necessary to protect our rights or property (or those of third parties).

To Provide You Services

We will share your personal information among our employees and affiliated companies and employees, our representatives and agents, our licensees and vendors, and other companies that we engage in business with, to provide services to you, including to:

- Fulfill your vehicle subscription and make your reservations for alternate vehicles;
- Process and/or confirm your transactions;
- Provide you with enhanced services, such as services provided in connection with our membership programs and similar services;
- Provide you services in connection with your use of our vehicles; such as navigation assistance or roadside emergency assistance;
- Provide you with customer assistance;
- Bill and collect amounts owed in connection with your subscription and use of our vehicles and services; and
- For customer satisfaction and market research purposes to help us improve our services.

To Communicate With You

We may use your personal information to communicate with you, including with regards to:

- Your subscription or any other transaction with us;
- Your status in our membership program(s); or
- Changes to the terms or features of your subscription or any policy or rule related thereto.

By subscribing for or using our vehicles and services, or by contacting us in any way, you give us your consent to call you on or send text messages to your mobile telephone/device. You also consent to our use of auto-dialers and pre-recorded messages in connection with any such telephone call or text message, including calls or texts to mobile telephone numbers. We will not charge you for such calls or texts, although you may be charged by your mobile service provider to which you subscribe.

Disclosure To Companies You Use

We will also share your information with companies you use in connection with your subscription, including:

- Your credit card provider and other companies that process your charges;
- Any company or organization that is paying all or part of your charges; and
- Any service provider you use, such as a repair provider, insurance company or other vendor or provider relation to any aspect of your subscription or use of our vehicles.

Protective and Legal Uses

We may use, share and disclose your personal information for legal reasons as we believe necessary or appropriate, including:

- Under applicable law, including laws outside your state or country of residence;
- To process, handle or otherwise respond to claims for damages, including claims or demands for bodily injury or property damage;
- To enforce our policies and rules and the terms and conditions of your subscription;
- To recover our vehicles, equipment or any monies due, such as through debt collection agencies;
- To comply with legal process and to respond to requests from public and government authorities;
- To protect our operations, rights, privacy, safety or property, and/or that of our subsidiaries, you or others;
- and-
- To allow us to pursue available remedies or limit the damages that we may sustain.

Advertising

We may use personal information to present offers to you on our behalf and on behalf of business partners, but we do not share information that personally identifies you with those parties. **If you do not want us to send you promotional emails, please adjust your settings or utilize our “unsubscribe” feature in the footer of emails.**

We may also use third party ad network providers and other service providers to help present customized content and offers on our websites. These providers use cookies, web beacons, or similar technologies on your computer to help present, better target, and measure the effectiveness of their content and advertisements, using data gathered over time and across their networks of web pages to determine or predict the characteristics and preferences of their audience. We may share certain non-personally identifiable information about you (such as age and zip code) with certain ad network and service providers to help them deliver more relevant content and advertisements through their networks. **The use of cookies, web beacons, or similar technologies by content and ad network providers is subject to their own privacy policies, not ours.**

Cookies are text files that are placed in your computer's browser, and that can be used to help recognize you on our websites. Web beacons are small pieces of code placed on web pages that can be used, among other things, to count the users who visit that web page, or to deliver a cookie to the browser of a user viewing that page. Many websites, including our website, also may use Flash cookies that are similar to regular browser cookies. You can control browser cookies through your browser's settings. You may delete cookies or set your browser to alert you when cookies are being sent. If you reject all browser or flash cookies, however, some areas of our sites may not function.

Third party advertiser/service provider may use cookies, web beacons, or similar technologies in connection with offers, content, and services offered through our website, including to help operate ad networks. When there are third parties that are performing such activities, we will endeavor to list the parties in this privacy notice and to provide a link to their web sites. The use of cookies by our partners, affiliates, and service providers is not covered by our privacy statement. We do not have access or control over these cookies. Our partners, affiliates, and service providers use session ID cookies to make it easier for you to navigate our site.

Our web site may include social media features, such as the Facebook Like button and widgets or interactive mini programs that run on our site. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted

by a third party or hosted directly on our site. Your interactions with these features are governed by the privacy policy of the company providing it, not by us.

Review and Correct Your Personal Information

We are committed to providing you with reasonable and practical access to your information to allow you the opportunity to identify inaccuracies. If you are a subscriber, you can review and correct personal information by navigating to the relevant section of our app or by contacting us. If you would like to access, delete and/or correct other personal information, please contact us in one of the ways provided below and we will respond to your request within 30 days. If we are informed of the inaccuracy, we will make the appropriate corrections.

We will retain your information for as long as your account is active or as needed to provide you services. Please contact us if you wish to cancel your account or request that we no longer use your information to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Security Measures

As you may be aware, there is no completely secure method of transmitting or storing information and data. Although their physical characteristics are different, postal mail, telephone calls, text messages, faxes and transmissions over the Internet or wireless networks all present possibilities of loss, misrouting, interception and misuse of the information and data that is transmitted.

We try to strike a balance between the security of your information and your convenience. As a result, we may sometimes use a method of communication that is less secure than a less convenient alternative.

For example, but not limitation, we may send you an e-mail or a text message in unencrypted form (i.e., instantly readable) because many of our customers are unable to access encrypted (i.e., coded) e-mail or messages. This means that our message, if misrouted or intercepted, could be read more easily than encrypted messages. For this reason, please do not include confidential information, such as your credit card number, in any e-mail or text you send to us or on any posting you make to a public area of a third-party social network page, especially since any such posting immediately becomes public.

We take reasonable measures to protect against the loss, misuse and unauthorized access or disclosure, alteration and destruction of your personal data by aiming to maintain appropriate physical, procedural and electronic safeguards to protect your personal data, including:

- Restricting access to personal data to our employees on a “need to know” basis;
- Enforcing policies and procedures for our employees in their handling of personal data;
- Using technologies designed to safeguard data during its transmission, such as SSL encryption for the data you provide on our websites and apps. In particular, we adhere to the appropriate standards for PCI compliance;
- and
- Destroying confidential personal data after it is no longer needed.

We have established safeguards to help prevent unauthorized access to or misuse of your personal information but cannot guarantee that your personally identifiable information will never be disclosed in a manner inconsistent with this policy (for example, as a result of unauthorized acts by third parties that violate applicable law or our policies and those of our affiliated providers). We may use a password to help verify your identity before granting access or making corrections to any of your personal information. It is your responsibility to safeguard your password, which you should never disclose to a third party. If you contact us by phone, we will ask you to verify certain information related to your account before providing any access to personal information.

Changes to Our Policy

We may change this policy from time to time, so it is advisable to review it frequently. Changes to this policy will be announced on our website or through similar means and all amended terms shall automatically be effective when posted (or as indicated in our posts).

SCHEDULE TWO: Rules of Use

The Rules of Use apply to all driveBLACKTIE Programs. Please contact us regarding any questions.

The Rules of Use are applicable to all Programs in the **driveBLACKTIE Program (unless specifically stated to the contrary)**. In addition to the obligations set forth in the Subscription Agreement Terms and Conditions, you are required to abide by the Rules of Use set forth in this Agreement. You should carefully read and understand these Rules of Use before applying to participate in the Program(s) and before paying any application and/or Subscription Fees. By subscribing to use our Vehicles and participate in the Program and by your continued use of our Vehicles, you and all Secondary Drivers are deemed to have accepted and agreed to comply with all of the following rules, policies and guidelines. Capitalized terms used in this Agreement shall have the same meaning assigned to such terms in the driveBLACKTIE LLC Subscription Agreement.

How our Rental Program works

The Rental Program: For the Rental Program (Program C) you will be charged for your daily use. A charge will be made to your credit card on file based upon the vehicle you choose, the miles driven and the number of days the vehicle is in your control or possession.

The Multi-vehicle or Single Vehicle Programs: To subscribe to our Multi-vehicle or Single Vehicle Programs (Programs A or B), you must pay in advance on a monthly basis a Subscription Fee. For Programs A and B, the initial subscription period is thirty (30) days followed by monthly sequential periods, billed on the same day of each month (unless such day is a non-recurring day like the 31st, in which case we may bill you on the 30th or the 1st as we deem appropriate). The Fee is based on the plan selected (See, Fees & Rates for the applicable Program) and is payable on a per month basis for each subscriber, exclusive of sales tax which will also be charged on a prorate basis. We may choose to change the level of the Subscription Fee from time to time or to offer discounts to certain subscribers. We will notify you of any changes in accordance with these Rules of Use.

Please refer to “Fees and your Responsibilities” in the Agreement for details regarding, and associated fees for, placing a hold on your account.

We may change the Rental Fee or impose additional costs or fees from time to time, including when you add additional drivers to your account or as we learn more about how you drive our Vehicles. We will notify you of any changes to your fees in accordance with these Rules of Use.

Payment of the Rental Fee, in advance, is required in order to hold a subscription to our Program(s). Subscribers to the Program(s) have the right to use of one of our Vehicles, subject to availability and Program options. Subscribers will have the right to swap their current Vehicle for a different type of vehicle, again subject to availability and Program options. When you have a Vehicle in your possession, you are responsible for taking care of that Vehicle in the same manner that a diligent owner might do.

From time to time, we may make certain requests of subscribers, including, but not limited to:

- We may seek to access the Vehicle in your possession to inspect its condition or to perform maintenance; and
- We may swap the Vehicle in your possession for an equivalent Vehicle. Typically, we will do this because your current Vehicle needs maintenance, repairs, or other service. If the substitute Vehicle is subject to a lower rate than your current Vehicle, you will be charged the lower rate for the period of time that you are in possession of the substitute Vehicle. You will not be charged a

higher price if the substitute Vehicle is subject to a higher rate than your current Vehicle. We may require you to sign a separate agreement establishing the terms and conditions for your use of the substitute Vehicle, which will control the terms of use of the substitute Vehicle and will be controlling to the extent that is inconsistent with all terms of this Agreement (except for any terms related to rates and charges)

Subscribers are expected to comply with these requests within a reasonable time frame, typically in 3 days or less.

Changes in fees

We will always inform you in writing when the cost of a fee is changing. If you have made a request to us that results in a change in the fees that you owe to us, then we will inform you of these changes before processing your request and follow up with a confirmation email or text message to you. If we need to initiate a change in our fees, as stated, we will send you an email or text message communicating those changes. The communication will lay out the original fee, the new fee and the effective date of the change.

How do you join our Program?

Potential subscribers are asked to register using our mobile app. You will be required to provide information including, without limitation, your name, your mobile number, your email address, a picture of your driver's license and payment details.

After submitting your registration via mobile app, you will receive an email that confirms our receipt of your membership request. In some, but not all, cases we may be able to confirm your eligibility within one business day. Either way, a customer service representative will call, text message or email you within a reasonable time period after you register to explain the process and answer any questions.

After you are accepted into the Program and provide proof of insurance (if required), we will invite you to schedule your first Vehicle and work with you to coordinate its delivery.

How do you receive a Vehicle?

Rental Program (Program C): For Program C drivers, you will have the option, at your discretion, to pick up the vehicle at our dealership or have the vehicle delivered to you (within twenty-five (25) miles of us) for an additional fee. The same is true with returning the vehicle. However, when you take delivery of a vehicle, please familiarize yourself with the vehicle's options and condition. Accepting the vehicle is your acknowledgement that you are familiar with the operation and options of the vehicle.

Multi-Vehicle or Single VIN members (Programs A or B): We will deliver your first Vehicle to you after your subscription has been approved, and we have confirmed your reservation for the Vehicle. Subsequent Vehicles, as allowed depending upon the Program, will be delivered when you swap out your current Vehicle for another Vehicle in our fleet by notifying us of your request to swap through our app, text message, or by calling our service number. If you would prefer to pick up a Vehicle, then we can arrange for pick-up at one of our service locations.

As always, you may opt to receive a Vehicle with or without meeting with our customer service representatives face-to-face. If you opt to meet face-to-face, our customer service representative will offer to walk you through the Vehicle's layout and features. If you do not meet us face-to-face, our representatives will be happy to answer any questions that you might have via SMS, instant messaging, email or phone. However, when you take delivery of a vehicle, please familiarize yourself with the vehicle's options and condition. Accepting the vehicle is your acknowledgement that you are familiar with the operation and options of the vehicle.

How do we connect to a Vehicle's Bluetooth or other infotainment systems?

We will be happy to help you connect your Bluetooth phone and to create pre-sets for your favorite radio stations and common GPS destinations. **If you choose to do so, please note that the Vehicle may automatically load your address book, store your incoming, outgoing and missed telephone calls, and other information from your device. You should follow the steps displayed on the vehicle system screen to delete this information and the device from the vehicle's memory. We are not responsible for assuring the privacy of any such information and cannot guarantee that other persons you do not authorize will gain access to this information after you return the Vehicle.**

How do you exchange one Vehicle for another?

Rental Program (Program C): For Program C drivers, you will have the option, at your discretion, to choose an available vehicle when you select the vehicle. The fees for the vehicles will be posted on the website. You will be charged the then posted price on the driveBLACKTIE.com website for the use of the vehicle on a daily basis. While rates are subject to change, the rate will always be posted on the website.

Multi-Vehicle or Single VIN members (Programs A or B): Depending upon your Program, you can initiate an exchange of Vehicles using our mobile app (preferred method). If necessary, you can also initiate an exchange by contacting us via SMS, instant messaging, email or phone. On our mobile app, the interface will walk you through the process of submitting a request and receiving confirmation of the date and location. You may receive updates via SMS or instant messaging on the status of your request up to and during the exchange of Vehicles.

If we are delivering a Vehicle to you, then you will return your current Vehicle to us at that time. If you are picking up a Vehicle at one of our service locations, then you will drop-off your current Vehicle at that time. At the time when you return a Vehicle to us, the Vehicle should be in good working condition and ready for use by another driver. We will assist you in swapping your belongings between Vehicles and getting you set up in the new Vehicle. When you consent, as indicated by options selected in our mobile app or in communications with our staff via SMS, instant messaging, email or phone, we will swap your belongings between Vehicles without requiring that you be present. In all circumstances, you agree not to hold us or any of our employees liable for the loss of or damage to any personal property, whether it is yours or belongs to another person, incurred in the process of swapping your belongings between Vehicles.

You must remove all personal items from the Vehicle, including accessories, bags, luggage, equipment, digital data, etc. As stated above, you are not guaranteed to have use of a particular Vehicle at some later date. Although we will make reasonable efforts to return lost or forgotten property to you, we shall not be held liable for any property left in a Vehicle or stolen from a Vehicle during your use. You agree not to hold us or any of our employees responsible for any such personal property, whether it is yours or belongs to another person. Any non-perishable items found by us in a Vehicle will be held by us for a period of not less than ten (10) days. Property not claimed within this period will be donated to charity or disposed of at our discretion.

How do you return a Vehicle?

Rental Program (Program C): For Program C drivers, you will return the vehicle to the dealership where you selected the vehicle or, at your option, for an additional fee, we will come and collect your vehicle.

Multi-Vehicle or Single VIN members (Programs A or B): Depending upon the options in the Program you have chosen, you can initiate a Vehicle return using our mobile app (preferred method). If necessary, you can also initiate a return by contacting us via SMS, instant messaging, email or phone. On our mobile app, the interface will walk you through the process of submitting a request and receiving confirmation of the date and location. You may receive updates via SMS or instant messaging on the status of your request up to and during the return of the Vehicle.

All Programs: At the time when you return a Vehicle to us, the Vehicle should be in good working condition and ready for use by another driver.

You must remove all personal items from the Vehicle, including accessories, bags, luggage, equipment, digital data, etc. As stated above, you are not guaranteed to have use of a particular Vehicle at some later date. Although we will make reasonable efforts to return lost or forgotten property to you, we shall not be held liable for any property left in a Vehicle or stolen from a Vehicle during your use. You agree not to hold us or any of our employees responsible for any such personal property, whether it is yours or belongs to another person. Any non-perishable items found by us in a Vehicle will be held by us for a period of not less than ten (10) days. Property not claimed within this period will be donated to charity or disposed of at our discretion.

Who can drive our Vehicles?

Only Authorized Driver(s) may drive the Vehicle. We will maintain a list of all drivers who are authorized to drive on your account. Typically, you, as the subscriber, will be listed as the Primary Driver on the account. In addition, you will have the option to request that additional driver(s) be authorized by us and added to your account. Anyone who is expected to be driving the Vehicle **MUST** be registered as a Secondary Driver. **ONLY THOSE LISTED WILL BE COVERED (INSURED) UNDER THE PROGRAM'S INSURANCE POLICIES YOU WILL BE SOLELY RESPONSIBLE FOR ALL DAMAGES, INJURIES AND REPAIRS FOR UNLISTED DRIVERS.**

You can request the authorization of a Secondary Driver by contacting us by phone, by email or by the tools provided on our website and our mobile app. We will require that you provide the name, address and driver's license number for the driver to be added. We will communicate to you promptly, typically within a 24-hour window, whether that driver is authorized to use our Program. **You may have to pay additional fees for each Secondary Driver**, and they will have to meet the same eligibility criteria that we require for all of our drivers. We reserve the right to withhold or to withdraw authorization for any driver. **If a Secondary Driver is not authorized, then no other driver is authorized to drive the vehicle, under any circumstances. Please refer to Sections 5, 6 and 7 above regarding your insurance and liability.**

Only you, as the subscriber, and any previously authorized Secondary Drivers on your account may drive our Vehicles under your subscription. Further, all drivers (Subscriber or Secondary) shall, in any event shall be at least 21 years of age and be properly licensed and in good standing with the Program to allowed to drive our Vehicles.

Is there a mileage limitation?

Based upon the selected Tier within the Program you have chosen, in Program A, B or C, you may drive our Vehicles up to the allowed miles per month as indicated in the attached Schedule Three, without incurring any additional fees. If you exceed the mileage limitation in any monthly subscription period, you will be charged an additional fee per mile as outlined in Schedule Three. The driveBLACKTIE LLC mobile application keeps track of the miles that you drive. Unused miles from a subscription month will 'roll over' to the preceding months and expire after 90 days (accrued mileage for your account).

In Program B, you may drive our Vehicles up to the number of miles per month as listed on the APP or Schedule Three for your selected vehicle without incurring any additional fees. If you exceed the mileage limitation in any monthly subscription period, you will be charged an excess mile fee as reflected in the APP or Schedule Three. The driveBLACKTIE LLC mobile application keeps track of the miles that you drive. Unused miles from a subscription month will 'roll over' to the succeeding months and expire after the change of the vehicle (accrued mileage for your account).

In Program C, the daily mileage limits may vary for each vehicle, however, unless stated otherwise, there will be a *miles per day* limit as outlined in the APP or Schedule Three. Unlimited mileage prices are also available for Rental vehicles as reflected on the website, the APP or Schedule Three. These limits will be presented to you within our mobile app at the time you sign up. If you exceed the mile limitation in any rental period, you will be charged a per

mile excess fee as reflected in the APP or Schedule Three. The driveBLACKTIE LLC mobile application (“APP”) keeps track of the miles that you drive.

Keeping the Vehicle clean

We expect you to use common-sense standards of cleanliness. You are responsible for returning the Vehicle to us in good working order and ready for use by another driver without the need to invest undue effort in cleaning and detailing. In the event that the Vehicle does become unexpectedly dirty, we ask that you let us know.

Excess cleaning fee: \$150

In addition, all drivers of our Vehicles and their guests are expected to abide by the following smoking and pet rules that are intended to keep the Vehicle in good condition:

Smoking

There is absolutely **NO SMOKING** in or near the vehicle – no exceptions! If we deem that the vehicle has been smoked in, the penalty is as follows:

First offense: \$500 fine

Second offense: \$500 fine and immediate termination from the service

If you are terminated from the service for smoking, we will not prorate your account or offer any partial refund.

Pets

Pets may only be transported in a pet carrier. Pets are only permitted if they are transported in locked pet carriers, except in the case of service animals (which are allowed in our Vehicles without being in locked pet carriers in accordance with our policies). You are subject to additional cleaning fees and charges if we find evidence of pets in our Vehicles during your use.

Maintenance and repairs

We will perform all necessary and required routine maintenance on all of our Vehicles. We will notify you when the Vehicle requires maintenance, and you will coordinate a time with us when this maintenance can be completed. In general, we will give you 3 days’ notice prior to any routine maintenance, and you should be available for a Vehicle exchange within 3 days of your receipt of this notice. We may be able to meet you to perform the maintenance at your location, subject to the type of maintenance that has to be performed.

You must notify us immediately upon discovering any abnormality during your operation of our Vehicles. For example, you should report any warning lights that stay on after ignition or that indicate that service or maintenance is required, any evidence of leaking fluids near the Vehicle, any tire damage or excess wear on the tires, any cracked, broken or missing mirrors, any cracks or chips in the windshield, any other damage to the exterior of the Vehicle, any inoperable signals, any unusual noises when the Vehicle is operated, and any other condition that may render the Vehicle unsafe or illegal to operate.

It is important that you respond appropriately and promptly to all warning lights, chimes, indicators and alerts. Unusual noises or handling, including without limitation strange engine or other mechanical sounds, performance changes, warning or indicator lights or indicators, must be reported to us as soon as noted by phone at 314-582-9563. Failure to report such problems may result in the immediate suspension or termination of your subscription as well as you being held responsible for any damages resulting from continued use of the Vehicle despite such irregularities.

In general, our aim is to take care of all maintenance and service for our Vehicles so that you do not ever need to worry about such matters. If service is required on a vehicle while it is out of our service radius, you must confirm the repair with us in written form via email at hello@driveblacktie.com or your digital concierge line at 314-582-9563. If you are approved to make a repair outside of our service are, you are required to provide proof of payment in order to receive reimbursement. Please print your name on the receipt and send us the receipt within thirty (30) days of purchase and we will credit such amount to the credit/debit card you have on file for the applicable subscription. No credit or refund will be given without a receipt, or if the receipt is submitted more than thirty (30) days more after the purchase date.

Vehicles may require emergency roadside assistance from time to time. We provide access to emergency roadside assistance and support as part of our Program. If, however, your need for emergency roadside assistance results from a breach of the Subscription Agreement or a violation of our Rules of Use, you may be charged for the costs of the service.

What uses are prohibited

You must always use our Vehicles in accordance with all highway and other applicable laws and regulations. We may report any use of our Vehicle or other activities that we believe are in violation of law to the authorities at any time.

In addition, the operation or use of any of our Vehicles under the following conditions is strictly prohibited:

- By anyone who has provided false information or who has made or makes false or misleading representations in connection with use of our Vehicles or participation in the Program (including, without limitation, regarding his/her name, age, address, driving record or other matters);
- By any person with a driving history that does not meet our then current eligibility requirements;
- In violation of any applicable traffic or other law or regulation (except for minor traffic violations);
- By any person who is under the influence of (i) alcohol or (ii) any drug or medication under the effects of which the operation of a Vehicle is prohibited or not recommended;
- In any drag race, speed race, rally or other competition;
- In the commission of any crime or for any other illegal or improper activity or purpose;
- Transporting a number of passengers in excess of the seating capacity of the Vehicle or baggage or other items that would cause the Vehicle to exceed its manufacturer recommended or legal weight limits;
- By any person who does not have a valid driver's license (or whose driver's license has restrictions that are not complied with by such person when driving our Vehicle) **AND WHO IS NOT AN AUTHORIZED DRIVER OR SECONDARY AUTHORIZED DRIVER;**
- By any person who is driving while distracted including, without limitation, driving while texting, emailing, using a cell phone without a hands-free device or otherwise engaging in similar activities that may be prohibited by applicable law;
- For any towing or pushing of any trailer, car, boat or any other vehicle, unless such Vehicle is equipped by us to do that activity;
- For any business purpose, including, without limitation, transporting people or goods in commerce or operating a taxi, livery, or transportation network company service;

- Transporting or driving our Vehicle outside of the continental United States;
- On unpaved, unimproved or impassable roads or on roads that are not regularly maintained by the transportation department or a municipality; or
- In any other reckless, imprudent, negligent, abusive or abnormal manner for using a Vehicle.

The foregoing are examples only and are not intended to be a complete list of all prohibited uses (“Prohibited Uses”). We reserve the right to add other restrictions and prohibitions. Any unreasonable or inappropriate use of our Vehicles, as determined by us in our discretion, may be deemed a violation of these Rules of Use and if damage is caused to the vehicle as a result of a prohibited use, you will be responsible for all repair costs, fees and charges.

We may immediately suspend or terminate your use of our Vehicles and participation in the Program if you engage in a Prohibited Use or for a violation of any of our other Rules of Use. Upon suspension or termination, you will be responsible for any and all costs, charges, fees, repair costs and expenses incurred by us as a result of a breach of any of these Rules of Use. **In addition, engaging in a Prohibited Use or other violation of this Agreement may void any insurance coverage or other liability protection (to the fullest extent permitted by law).**

Who pays for gas?

You pay for your own gas.

We will always deliver Vehicles to you with a full tank of gas. While a Vehicle remains in your possession, you will purchase your own gas. When you return a Vehicle (under any Program), we will either refill the tank at a local gas station, retaining the receipt, or refill the tank from fuel that we hold in our inventory, measuring the number of gallons required. We will charge you to recover the cost of replacing that gas either using the receipt from the gas station or at the price per gallon that we paid for the fuel in our inventory. We may, in our sole discretion, charge your account as these charges are incurred or add it to your next monthly bill.

Notifying us of changes to your account

You are required to notify us promptly of any change in the following regarding your account:

- The address of your primary residence;
- Your email address or mobile phone number;
- Your payment method or details;
- Change in your credit history;
- Eligibility of you or a Secondary Driver (i.e., changes in driver’s license status or driving record).

Notifying us of damage to the Vehicle

You are required to notify us when you become aware of any damage to a Vehicle in your possession. This includes damage to the exterior (e.g., a dent) and damage to the interior (e.g., spilled coffee resulting in a stain). Providing you are in compliance with the terms of the Subscription Agreement, these Rules of Use and the Schedules, you will not be liable for any costs to repair regular wear and tear damage (as determined by us) to our Vehicles – we simply want you to keep us informed.

To notify us of damage, select the appropriate option on our mobile app. The app will prompt you to enter details of the damage and to take photographs of the incident using the camera on your phone.

What happens if our Vehicle is stolen while in your possession?

Stolen Vehicles must be immediately reported to us and to the proper authorities. Please call us as soon as is reasonably possible by phone at 314-582-9563.

You must deliver to us a copy of the written police or other report for the stolen Vehicle within twenty-four (24) hours and cooperate in all reasonable respects with attempts to recover the stolen Vehicle. We will provide you with a new Vehicle as promptly as possible, subject to availability.

What happens if the Vehicle has a breakdown?

If one of our Vehicles breaks down, immediately ensure that you are in a safe location away from traffic hazards. You should then contact us immediately by phone at 314-582-9563 so that we can get you moving again. If a problem arises that prevents or limits the use of the Vehicle or that may compromise your safety or the safety of others, you must immediately notify us and follow our instructions and use reasonable care to protect your safety and the safety of others.

If you are within reasonable proximity to one of our service centers, we will bring a replacement vehicle for you to drive, subject to availability. If you can safely remain with the Vehicle, we will ask you to remain with your original Vehicle until we can exchange keys with you and send you on your way. We will take responsibility for the Vehicle that has broken down. If you are not within reasonable proximity to one of our service centers, we will work with you to arrange for a roadside assistance provider to come out and take care of the problem.

If you wish to perform a jump start to one of our Vehicles, you must notify us immediately at the same number set forth above. You are fully responsible for any damage that may result from the improper use of jumper cables or other tools. It is strictly forbidden to provide a jump start to any other vehicle. When using one of our Vehicles, you must follow the owner manual's instructions.

What happens if you have an accident?

In case of an accident involving our Vehicle, which includes property damage or involves any third party, you must obtain an official police report at the time of the accident.

If you are involved in an accident, find a safe location and call 911 to report the accident. When speaking with other parties and the police, be factual but do not admit fault. Once all emergencies and safety issues have been handled, call **driveBLACKTIE LLC** at 314-582-9563. A driveBLACKTIE representative will guide you through the accident reporting process. You will need the following information:

Date, time, and place of accident or incident;

The name, address, date of birth and driver's license number of all people involved (including all drivers, passengers, witnesses and other people involved);

The insurance policy number and name and phone number for the insurance company and agent on all vehicles involved (regardless of any assessment of fault);

Pictures and/or video of the scene including all cars and property involved in the accident;

The license plate numbers of any other vehicles involved, their make and year, and their vehicle identification number;

A summary of the circumstances of the accident or incident; and

A police report is required, regardless of liability or fault, and should be attached.

You agree to cooperate fully with us in the investigation and defense of any claim or lawsuit arising from any accident. We may suspend your subscription and your use of our Vehicles and the Program, in our sole discretion, until any investigation has been concluded.

You acknowledge and agree that any accident involving the Vehicle may be reported to the applicable insurance company or other rating agency and remain a part of your personal driving history for an indefinite period of time. **YOU ALSO ACKNOWLEDGE AND AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY MEDICAL OR OTHER COSTS ASSOCIATED WITH ANY INJURY SUSTAINED BY YOU OR ANY OTHER PERSON AS A RESULT OF ANY ACCIDENT WHILE THE VEHICLE IS IN YOUR POSSESSION AND YOU HEREBY WAIVE ANY AND ALL CLAIMS AND AGREE TO INDEMNIFY AND HOLD US HARMLESS AGAINST ANY COSTS OR DAMAGES ARISING OUT OF SUCH CLAIMS.**

What happens if you have a traffic violation or incur a toll?

You are expected to operate our Vehicles at all times in full compliance with all traffic and safety laws. You are responsible for any violations that occur during your use of our Vehicles, including but not limited to all toll charges (“Tolls”); and speed limit, stop sign, red light, photo enforcement, parking, toll evasion fees, and other violations (each a “Violation”). You must not leave a Vehicle in a zone which has parking or other restrictions in effect. You are liable for all Tolls and Violations incurred during a Subscription or Rental Period. You must notify us of any Tolls or traffic violation notices issued to you or a Secondary Driver while operating our Vehicle or found on a Vehicle at the time of pickup of the Vehicle. All unreported Violations will be your responsibility if they occur during the time period during which your subscription to use our Vehicle is in effect. **Certain toll roads do not accept cash. To avoid toll violations and associated fines, fees, and taxes (and processing and convenience fees described below), you must pay all tolls with a personal transponder that is accepted on the road; use only cash lanes and pay cash; plan a route to avoid tolls; or consult local authorities for other payment methods.**

Tolls and Violations Generally. If we receive notice of a Toll or Violation, we may either pay the face value of the Toll or Violation plus any fines, fees, or taxes on your behalf and then add the amounts paid to your account charges or we may, if permitted by the authority issuing the Toll or Violation, transfer liability for the payment of the face value of the Toll, Violation, fines, fees, and/or taxes to you, and you will then be wholly responsible for all correspondence with the appropriate authority and any amounts due. If we transfer liability for a Toll or Violation to you, we will charge your account an administrative fee of up to \$25 per Toll or Violation. We will endeavor to provide you notice before we pay any penalties or fees attributable to you. Once paid by us, it may not be possible for you to challenge the penalty or fee. The right to appeal, or transfer liability, on any traffic or parking charge issued by any authority or body belongs to us and will be at our discretion. In the case of speeding notices, we are obligated to pass on the details to the police, who will then contact you directly. You authorize us to release your rental and payment card information to a Provider (defined below) for processing and billing purposes. If we or a Provider pay a Toll or Violation assessed on the Vehicle during a Rental Period, you authorize us or the Provider to: (a) charge all payments and administrative fees to the payment card you used for your subscription; and (b) contact you directly or send invoices regarding any Tolls or Violations incurred by you or assessed against us to our Vehicle during a Rental Period.

Electronic Toll Payment Service. As an alternative to the process described above, the Vehicle may be equipped with the ability to pay tolls electronically through us or a third-party provider (“Provider”). In that case, if a Toll is incurred on the Vehicle, we or the Provider will charge you for the actual cost of the Toll incurred plus: all applicable fees and taxes and service charges, and any payment processing charges and convenience fees on the Fee and Rate Schedule. If we or a Provider charge you for a Toll you believe you paid, you must submit proof of payment to us to be relieved of your obligation to pay us or the Provider.

We will track your usage of our Vehicles to ensure proper use (to the extent permitted by law)

We want to offer our subscribers Vehicles that are in great condition. In order to do that, we intend to keep track of how those Vehicles have been used and maintained by our subscribers to the extent permitted by law. This tracking of usage allows us to be certain that our Vehicles have been well maintained and have been used properly. It also helps us to anticipate maintenance needs for our Vehicles before urgent action is required and, if permitted by law,

allows us to monitor for drivers who are treating our Vehicles in a way that is negligent or is likely to cause abnormally high wear and tear.

Each of our Vehicles is equipped with technology that, to the extent permitted by law, allows us to track its location and that informs us when certain driving events occur. For example, the technology may inform us when a Vehicle accelerates unusually fast, brakes unusually hard or takes a corner at an unusually high speed. **BY DRIVING OUR VEHICLES AND USING OUR SERVICES, YOU CONSENT TO TRACKING DESCRIBED IN THESE RULES (TO THE EXTENT PERMITTED BY LAW).**

We expect you to drive responsibly and look after the Vehicles in your possession as a diligent owner might. In the interests of all of our subscribers, we reserve the right to suspend or cancel service for subscribers who persistently treat our Vehicles in a manner that is not consistent with those expectations. If we identify subscribers who repeatedly drive our Vehicles in unusual ways that we deem potentially negligent, who experience damage incidents at an unusually high rate, who fail to report instances of damage that might reasonably be detected, or who act in a manner inconsistent with these Rules of Use, we reserve the right to withdraw service immediately or to give the subscriber an advisory warning.

To be clear, we are not looking to penalize you for unfortunate mishaps. We understand that everyone gets a dent from time to time, that everyone spills a drink from time to time, and that everyone needs to hit the brakes hard on occasion, but we want to keep our cars safe and our costs reasonable for the benefit of all of our subscribers.

SCHEDULE THREE: Pricing

SILVER TIER

Vehicle Tier	Mileage Allotment	Tier Name	Down Payment	Subscription Fee (pre tax)
Silver	750	Silver 750A	\$2,500	\$1,035
		Silver 750B	\$1,000	\$1,210
		Silver 750C	\$0	\$1,610
	1000	Silver 1000A	\$2,500	\$1,075
		Silver 1000B	\$1,000	\$1,250
		Silver 1000C	\$0	\$1,650
	1250	Silver 1250A	\$2,500	\$1,115
		Silver 1250B	\$1,000	\$1,290
		Silver 1250C	\$0	\$1,690
	1500	Silver 1500A	\$2,500	\$1,155
		Silver 1500B	\$1,000	\$1,330
		Silver 1500C	\$0	\$1,730
	1750	Silver 1750A	\$2,500	\$1,195
		Silver 1750B	\$1,000	\$1,370
		Silver 1750C	\$0	\$1,770
	2000	Silver 2000A	\$2,500	\$1,235
		Silver 2000B	\$1,000	\$1,410
		Silver 2000C	\$0	\$1,810
	2500	Silver 2500A	\$2,500	\$1,315
		Silver 2500B	\$1,000	\$1,490
		Silver 2500C	\$0	\$1,890

Other Fees

- Secondary Driver Fee: \$100 (per driver)
- Deductible: \$2,500 (per claim)
- Insurance Plus (optional): \$149/month
- Excess Mileage Fees: \$0.30/mile
- Upgrades
 - Gold: \$50/day
 - Platinum: \$150/day
- Refueling Fee: we will charge you the standard market price for fuel at the gas station of our choice.
- Additional Cleaning Fee: \$150 (per cleaning)
- Smoking Fee
 - First offense: \$500
 - Subsequent offense: \$500 and immediate termination from the service
- Late Payment Fee
 - If payment is received after the Due Date, a late fee of \$25.00 per day may be assessed.
 - All fees, costs and expense are due and payable upon billing date and delinquent following seven (7) days. All delinquent accounts are subject to immediate termination.

GOLD TIER

Vehicle Tier	Mileage Allotment	Tier Name	Down Payment	Subscription Fee (pre tax)
Gold	750	Gold 750A	\$3,000	\$1,380
		Gold 750B	\$1,500	\$1,555
		Gold 750C	\$0	\$2,055
	1000	Gold 1000A	\$3,000	\$1,435
		Gold 1000B	\$1,500	\$1,610
		Gold 1000C	\$0	\$2,110
	1250	Gold 1250A	\$3,000	\$1,490
		Gold 1250B	\$1,500	\$1,665
		Gold 1250C	\$0	\$2,165
	1500	Gold 1500A	\$3,000	\$1,545
		Gold 1500B	\$1,500	\$1,720
		Gold 1500C	\$0	\$2,220
	1750	Gold 1750A	\$3,000	\$1,600
		Gold 1750B	\$1,500	\$1,775
		Gold 1750C	\$0	\$2,275
	2000	Gold 2000A	\$3,000	\$1,655
		Gold 2000B	\$1,500	\$1,830
		Gold 2000C	\$0	\$2,330
	2500	Gold 2500A	\$3,000	\$1,765
		Gold 2500B	\$1,500	\$1,940
		Gold 2500C	\$0	\$2,440

Other Fees

- Secondary Driver Fee: \$100 (per driver)
- Deductible: \$2,500 (per claim)
- Insurance Plus (optional): \$179/month
- Excess Mileage Fees: \$0.40/mile
- Upgrades
 - Platinum: \$100/day
- Refueling Fee: we will charge you the standard market price for fuel at the gas station of our choice.
- Additional Cleaning Fee: \$150 (per cleaning)
- Smoking Fee
 - First offense: \$500
 - Subsequent offense: \$500 and immediate termination from the service
- Late Payment Fee
 - If payment is received after the Due Date, a late fee of \$25.00 per day may be assessed.
 - All fees, costs and expense are due and payable upon billing date and delinquent following seven (7) days. All delinquent accounts are subject to immediate termination.

PLATINUM TIER

Vehicle Tier	Mileage Allotment	Tier Name	Down Payment	Subscription Fee (pre tax)
Platinum	750	Platinum 750A	\$5,000	\$1,960
		Platinum 750B	\$2,000	\$2,335
		Platinum 750C	\$0	\$2,960
	1000	Platinum 1000A	\$5,000	\$2,050
		Platinum 1000B	\$2,000	\$2,425
		Platinum 1000C	\$0	\$3,050
	1250	Platinum 1250A	\$5,000	\$2,140
		Platinum 1250B	\$2,000	\$2,515
		Platinum 1250C	\$0	\$3,140
	1500	Platinum 1500A	\$5,000	\$2,230
		Platinum 1500B	\$2,000	\$2,605
		Platinum 1500C	\$0	\$3,230
	1750	Platinum 1750A	\$5,000	\$2,320
		Platinum 1750B	\$2,000	\$2,695
		Platinum 1750C	\$0	\$3,320
	2000	Platinum 2000A	\$5,000	\$2,410
		Platinum 2000B	\$2,000	\$2,785
		Platinum 2000C	\$0	\$3,410
	2500	Platinum 2500A	\$5,000	\$2,500
		Platinum 2500B	\$2,000	\$2,875
		Platinum 2500C	\$0	\$3,500

Other Fees

- Secondary Driver Fee: \$100 (per driver)
- Deductible: \$5,000 (per claim)
- Insurance Plus (optional): \$269/month
- Excess Mileage Fees: \$0.50/mile
- Refueling Fee: we will charge you the standard market price for fuel at the gas station of our choice.
- Additional Cleaning Fee: \$150 (per cleaning)
- Smoking Fee
 - First offense: \$500
 - Subsequent offense: \$500 and immediate termination from the service
- Late Payment Fee
 - If payment is received after the Due Date, a late fee of \$25.00 per day may be assessed.
 - All fees, costs and expense are due and payable upon billing date and delinquent following seven (7) days. All delinquent accounts are subject to immediate termination.

Contact Us
driveBLACKTIE LLC.

If you have questions about the Agreement, you may write to us at hello@driveblacktie.com or at the address below.

driveBLACKTIE LLC
759 Gravois Bluffs Blvd
Fenton, MO 63026

We look forward to working with you.

Revised:20210110.1