#### **ELIFE SUPPLIER AGREEMENT**

This Elife Supplier Agreement ("**Agreement**") is entered into by and between GBT Bluesky Travel LLC (hereinafter referred to as "**GBT Bluesky Travel**"), located in South San Francisco, CA, and the transportation service provider, driver, supplier, and/or vendor executing this Agreement in the signature block below ("**Service Provider**"). Each of Service Provider and GBT Bluesky Travel are referred to herein individually as a "**Party**" and, together, as the "**Parties**".

**I. Services**. Service Provider shall provide to GBT Bluesky Travel the following services (the "**Services**"): on-demand driver ride services for specified customers of GBT Bluesky Travel, including airport pick-up services, daily and half-day driver ride services, hourly ride services, and designated driving driver service. Service Provider warrants that it shall perform the Services: (a) in accordance with the terms and subject to the conditions set out in this Agreement; (b) using personnel of commercially reasonable skill, experience, and qualifications; and (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. Service Provider shall be fully responsible for the acts and omissions of any personnel used to perform Services under this Agreement.

**II. Service Provider Obligations.** Service Provider shall: (a) assign only qualified, legal authorized employees, contractors, and personnel ("Service Provider Representatives") to provide the Services; (b) comply with all applicable laws and regulations in providing the Services, including, without limitation, by maintaining all necessary permits, licenses, certifications, rights, and/or authorizations to conduct its business and provide the Services; (c) comply with GBT Bluesky Travel's Operating Procedures set forth on Exhibit A; (d) as a condition to GBT Bluesky Travel's obligation to pay any Fees, provide GBT Bluesky Travel with a completed W-9 and W-8 BEN (if applicable); and (e) maintain complete and accurate records relating to the provision of the Services shall have the right to inspect and make copies of such records and interview Service Provider Representatives in connection with the provision of the Services, no more than once per calendar year, by providing at least 5 days' prior written notice of the planned inspection.

**III. Fees**. In consideration of the Services to be performed under this Agreement, GBT Bluesky Travel shall pay to Service Provider the fees ("**Fees**") determined in accordance with the fee schedule set out in <u>Exhibit B</u>. The Fees will be payable on the Wednesday of each week by GBT Bluesky Travel after receipt of an invoice from Service Provider detailing ride details, costs, dates, drivers' details, and any other information or documentation reasonably requested by GBT Bluesky Travel. Service Provider shall provide complete and correct payment account information to GBT Bluesky Travel, and shall promptly inform GBT Bluesky Travel of any changes, as a condition to GBT Bluesky Travel's obligation to pay the Fees. The Fees shall cover and include all sales and use taxes, duties, and charges of any kind imposed by any federal, state, or local governmental authority on amounts payable by GBT Bluesky Travel under this Agreement, and in no event shall GBT Bluesky Travel be required to pay any additional amount to Service Provider in connection with such taxes, duties, and charges, or any taxes imposed on, or regarding, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets. All Service Provider expenses shall be the sole responsibility of the Service Provider.

**IV. Confidential Information**. All non-public, confidential or proprietary information of GBT Bluesky Travel ("**Confidential Information**"), including, but not limited to, documents, data, business operations, marketing strategies, customer lists, pricing, discounts, or supplier lists, disclosed by GBT

Bluesky Travel to Service Provider, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Service Provider's use in performing this Agreement and may not be disclosed or copied unless authorized by GBT Bluesky Travel in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Service Provider's breach of this Agreement; (b) is obtained by Service Provider on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (c) Service Provider establishes by documentary evidence, was in Service Provider's possession prior to GBT Bluesky Travel's disclosure hereunder. Upon GBT Bluesky Travel's request, Service Provider shall promptly return all documents and other materials received from GBT Bluesky Travel. GBT Bluesky Travel shall be entitled to injunctive relief for any violation of this Section.

V. Intellectual Property. Neither Party shall use the other Party's names, trademarks, trade names, brands, or domain names, or link to the other Party's website, without the other Party's prior written authorization. Either Party may immediately terminate this Agreement if the other Party breaches or is reasonably suspected to have breached this Section V. Neither Party shall damage or depreciate the other Party's trademark, business name, domain name, etc. nor to damage, destroy, plagiarize, depreciate, or cause any adverse effect on the other's websites. Service Provider shall not make any disparaging remarks, whether written or oral, or otherwise take any action that could reasonably be anticipated to cause damage to the reputation, goodwill or business of GBT Bluesky Travel, or any of its officers, directors or employees, or otherwise make remarks that negatively reflect upon GBT Bluesky Travel or any of its officers, directors or employees.

#### VI. Term and Termination.

**A. Term**. This Agreement shall commence on the date of signature and shall continue in full force and effect for a period of twelve (12) months. Thereafter, this Agreement shall automatically renew for successive twelve (12) month periods, unless either Party notifies the other party in writing of its intent not to renew at least sixty (60) days prior to the end of the then-current term.

**B.** Termination. GBT Bluesky Travel, in its sole discretion, may terminate this Agreement, in whole or in part, at any time without cause, and without liability except for required payment for services rendered prior to the termination date, by providing at least 10 days' prior written notice to Service Provider. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (i) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 3 days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 business days or is not dismissed or vacated within 45 days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**C. Post-Termination Obligations**. Upon expiration or termination of this Agreement for any reason, Service Provider shall promptly: (i) return to GBT Bluesky Travel all GBT Bluesky Travel-owned property, equipment, or materials in its possession or control; (b) deliver to GBT

Bluesky Travel, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on GBT Bluesky Travel's Confidential Information; (c) permanently delete all of GBT Bluesky Travel's Confidential Information from its computer systems; and (d) certify in writing to GBT Bluesky Travel that it has complied with the requirements of this Section.

**D.** Survival. The Parties' rights and obligations set forth in Sections IV (Confidential Information), Section V (Intellectual Property), Section VI (Term and Termination), Section VIII (Indemnification), Section X (Remedies), and Section XIII (General), and any right or obligation in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

VII. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (h) other similar events beyond the reasonable control of the Impacted Party. Notwithstanding the foregoing, Service Provider's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Service Provider under this Section. The Impacted Party shall give notice within 2 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

**VIII. Indemnification**. Service Provider shall indemnify, defend, and hold harmless GBT Bluesky Travel and its officers, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against all losses, damages, liabilities, claims, actions, judgments, settlements, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party (collectively, "Losses"), arising out of or resulting from any claim of a third party arising out of or occurring in connection with Service Provider's negligence, willful misconduct, or breach of this Agreement. Service Provider shall not enter into any settlement without Indemnified Party's prior written consent.

**IX. Insurance**. During the term of this Agreement, Service Provider shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability with limits no less than \$500,000 per claim/\$1M aggregate, including bodily injury and property damages and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement. Upon GBT Bluesky Travel's request, Service Provider shall provide GBT Bluesky Travel with a certificate of insurance from Service Provider's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name GBT Bluesky Travel as an additional insured. Service Provider shall provide GBT Bluesky Travel with 10 days' advance written notice in the event of a cancellation or material change in Service Provider's insurance

policy. Except where prohibited by law, Service Provider shall require its insurer to waive all rights of subrogation against GBT Bluesky Travel's insurers and GBT Bluesky Travel or the Indemnified Parties. If it shall have any employees providing services for GBT Bluesky Travel, Service Provider shall also provide workers' compensation insurance covering those employees for at least \$100,000 and shall promptly provide a certificate of insurance to GBT Bluesky Travel evidencing such coverage upon GBT Bluesky Travel's request.

## X. Remedies.

**A.** If Service Provider violates any provision of this Agreement, GBT Bluesky Travel shall, in addition to any damages to which it is entitled, be entitled to seek immediate injunctive relief against the Service Provider prohibiting further actions inconsistent with the Service Provider's obligations under this Agreement.

**B.** In the event Service Provider fails to satisfactorily perform any of the Services on a timely basis, GBT Bluesky Travel shall have the right, without prejudice to any other rights or remedies it may have under this Agreement or any applicable Statement of Work, to take one or more of the following steps: (i) suspend Service Provider's right and obligation to complete its performance of the Services until such time as the Service Provider is able to demonstrate to GBT Bluesky Travel's reasonable satisfaction that it can satisfactorily meet its obligations under this Agreement; (ii) itself provide and/or engage a replacement service provider to provide any or all of the delayed or unsatisfactory Services; and (iii) withhold payment of any amounts otherwise due to the Service Provider in a sufficient amount to set off against any damages caused to GBT Bluesky Travel as a consequence of the Service Provider's breach.

**XI. Anti-Bribery**. Service Provider shall not, directly or indirectly, pay any undue commission, remuneration or brokerage, or give any gifts to, or entertain GBT Bluesky Travel or any of its employees, officers, or other personnel or agents, except for small advertising gifts in accordance with generally accepted commercial practice. Any violation of this Section XI shall be deemed as material breach of this Agreement.

**XII. Relationship of the Parties**. GBT Bluesky Travel provides Service Provider with the relevant information necessary for Service Provider to provide specific services to third party customers; GBT Bluesky Travel is not and shall not be construed to be the provider of such services. It is understood and acknowledged that Service Provider will provide Services as an independent contractor and not as an employee or agent of GBT Bluesky Travel. Service Provider shall control the conditions, time, details, and means by which Service Provider performs the Services. GBT Bluesky Travel shall have the right to inspect the work of Service Provider as it progresses solely for the purpose of determining whether the work is completed according to this Agreement. Service Provider has no authority to commit, act for or on behalf of GBT Bluesky Travel, or to bind GBT Bluesky Travel to any obligation or liability. Service Provider shall not be eligible for and shall not receive any employee benefits from GBT Bluesky Travel and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Service Provider hereunder.

**XIII. Miscellaneous**. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or

unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws provisions. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement in any forum other than the state or federal district courts located in San Francisco County, California, and each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts. Service Provider shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement without the prior written consent of GBT Bluesky Travel. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Service Provider of any of its obligations hereunder. GBT Bluesky Travel may at any time assign or transfer any or all of its rights or obligations under this Agreement without Service Provider's prior written consent. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. This Agreement may not be modified without the prior written consent of both Parties.

By clicking "Finish," you acknowledge and agree that you have read, understood, and agree to be bound by the terms and conditions of this Agreement.

## **Exhibit A Operating Procedures**

#### 1. Order Acceptance and Confirmation

A service reservation shall state: the proposed service date, vehicle type, passenger number, service requirements, schedule, and any other relevant information. By accepting a reservation, Service Provider agrees to perform the services in full compliance with the reservation details. Service Provider must promptly request clarification of any service requirements *before* accepting a reservation. The driver shall not make any modifications to the agreed travel route without the customer's express consent (including making any unnecessary detours or stops).

In the event GBT Bluesky Travel provides Service Provider with access to a Supplier Order Management System (SOMS), GBT Bluesky Travel will use the SOMS to send service reservations to Service Provider. Service Provider shall use the SOMS to accept reservations and maintain all relevant records for any services provided under this Agreement.

#### 2. Delivery and Execution

Prior to delivering on a service order, Service Provider shall contact the customer and provide the customer with reasonable advance notice of the reservation details, including pick-up and drop-off locations and service schedule.

When executing an order, Service Provider shall abide strictly by the order details provided by GBT Bluesky Travel. If Service Provider fails to pick up a customer in accordance with the reservation details and the procedures described in these Operating Procedures, GBT Bluesky Travel has the right to charge Service Provider the fees set forth in Exhibit C (Complaint Resolution Process).

In no event shall Service Provider arrange for customers from different orders to share the same vehicle.

## Airport and Train Station Pick-up Arrival

For pick-up services at airport/train stations, Service Provider shall arrive at the meeting location specified in the reservation at least ten (10) minutes before the Scheduled Arrival Time and wait for the customer for up to 60 minutes after the Scheduled Arrival Time without charge. "Scheduled Arrival Time" means the scheduled arrival time of the flight/train in accordance with the flight/train number provided by the customer. If a customer fails to arrive at the agreed meeting location within 60 minutes after the Scheduled Arrival Time, the driver may leave and charge 100% of the service fees.

Service Provider shall be responsible for checking flight/train schedules for any changes to the Scheduled Arrival Time (e.g., due to flight/train delays, cancellations, or modifications). Service Provider shall use commercially reasonable efforts to fulfill the service reservation notwithstanding a change to the Scheduled Arrival Time. If the driver assigned to the reservation is no longer able to deliver the services due to a change in the Scheduled Arrival Time, Service Provider may substitute the driver by providing the substitute driver's information to GBT Bluesky Travel.

## **Airport/Train Station Drop-off Arrival**

For drop-off services to airport/train stations, the driver shall wait for the customer for up to 15 minutes after the scheduled pick-up time without additional charge.

#### Non-Airport/Train Station Pick-up/Drop-off Services

For pick-up and drop-off services to/from locations other than airports and train stations, the driver shall wait for up to 30 minutes after the scheduled pick-up time. If the customer has not arrived at the meeting location specified in the service reservation within 30 minutes after the scheduled pick-up time, the driver and/or Service Provider shall attempt to contact the customer directly. If Service Provider is able to contact the customer, at the customer's request, the driver may continue to wait and charge the customer according to the standard service fees for the additional waiting time. If Service Provider is unable to contact the customer, the driver may leave and charge 100% of the reservation fees.

## 3. Reservation Cancellations

**Cancellation by GBT Bluesky Travel**: If GBT Bluesky Travel cancels an order which has been placed with Service Provider, Service Provider shall be entitled to the following fees:

- (a) If the order has been cancelled at least 2 hours prior to the scheduled pick-up time, no fee will be due to Service Provider for the cancelled order.
- (b) If the order is cancelled less than 2 hours prior to the scheduled pick-up time, GBT Bluesky Travel will pay 100% of the fee to Service Provider.

**Cancellation by Service Provider**: Service Provider must notify GBT Bluesky Travel at least 2 hours prior to the scheduled pick-up time of any requested changes to the reservation details.

## 4. Vehicle Requirements

#### **Minimum Standards**

- 1. **Insurance**. Service Provider shall ensure that all "passenger transport vehicles" used to provide Services under this Agreement have and maintain current and valid insurance of all types necessary to provide every service offered to customers by Service Provider, including but not limited to carrier liability insurance and commercial vehicle insurance.
- 2. Licenses and Permits. Each "passenger transport vehicle" used by Service Provider to transport GBT Bluesky Travels must have all relevant licenses, permits, qualifications, and documentation necessary to provide every service offered to customers by Service Provider.
- 3. Driver Standards. Each driver shall exercise and display professional hygiene and manners.
- 4. Vehicle Maintenance and Operation. Each vehicle used to provide Services under this Agreement must pass annual inspection, be no more than five years old, have driving mileage of under 200,000 kilometers, have a clean and tidy interior and exterior, and be in good order and repair with all facilities functioning properly. If a vehicle malfunction or other issue arises while Service Provider is providing a service to a customer, Service Provider shall promptly resolve the problem, and GBT Bluesky Travel shall have the right to deduct any actual losses or costs from the fees paid to Service Provider.

#### Vehicle Type and Alternatives

Service Provider shall not make any changes to the vehicle type requested by a customer without first notifying GBT Bluesky Travel, either via email or via the SOMS (if available). Service Provider may upgrade the vehicle type but in no event may Service Provider downgrade the vehicle type. Service Provider shall not modify the vehicle type more than 3 times for the same confirmed order.

#### 5. Prices and Price Changes

After Service Provider provides GBT Bluesky Travel with a price quote for a specific service, Service Provider must notify GBT Bluesky Travel in advance of any changes to that service.

Service Provider must provide GBT Bluesky Travel with at least 15 business days prior written notice of any price changes. No price change will be effective until the 15-day notice period has elapsed, and any reservations confirmed before the price change goes into effective must be delivered at the prevailing rate.

## 6. Other Expenses and Fees

**Full-day and Half-day Driver Services**: Prices include all the fees, including vehicle use fees, petrol charges, driver fees, parking fees, bridge fees, highway fees, and road tolls which are included in a local annual ticket.

**Airport/Train Station Pick-up and Drop-off Services**: Prices include all costs that may occur during travel from the pick-up location to the drop-off location, including vehicle use fees, petrol charges, driver fees, and road tolls which are included in a local annual ticket. Service Provider shall be solely responsible for any additional costs, expenses, or fees incurred due to Service Provider's failure to verify a customer's arrival information.

Service Provider shall be solely responsible for collecting from the customer any additional fees incurred in the performance of the Services at actual cost.

## 7. Incident Handling

Service Provider shall use commercially reasonable efforts to cooperate with GBT Bluesky Travel and to resolve any issues that arise in the provision of services to customers. In the event of a breakdown or traffic accident, Service Provider shall arrange a back-up vehicle to pick up the customer within 1 hour of the occurrence of the problem. The back-up vehicle shall, at a minimum, meet the same quality standards of and include all services and add-ons (such as a child seat) supplied with the original vehicle. Service Provider shall reasonably cooperate with GBT Bluesky Travel to address any customer complaints.

## 8. Modification of Driver Information

Service Provider shall promptly inform GBT Bluesky Travel of any changes to drive information. In no event will Service Provider contact a customer directly to information the customer of driver information changes. In the event GBT Bluesky Travel has provided Service Provider with access to the SOMS, Service Provider shall use the SOMS to update the driver information. Service Provider shall not modify driver information more than 3 times for the same confirmed order.

## 9. Most-favored Customer

Service Provider represents and warrants that all prices, service levels, warranties and other terms and conditions in this Agreement are and, during the term of this Agreement, will continue to be no less favorable to GBT Bluesky Travel than those currently being offered or that will be offered by Service Provider to any of its similarly situated clients.

**Exhibit B Fee Schedule** 

| Business<br>Type   | Situation  | Supplier's Obligation   | Reply Time  |
|--------------------|--|---|---|
| Driving<br>Service | Driver fails to arrive by<br>the pick-up time<br>described in Exhibit B<br>Operating Procedures                              | Supplier must refund all fees and<br>reimburse for cost of cover (e.g.,<br>substitute transportation expenses).<br>If delay causes customer to miss<br>flight/train, Supplier must reimburse<br>the customer for the difference for a<br>new flight/train or corresponding<br>change fees if available (for same<br>level seats if available, otherwise<br>upgraded seats if same-level seats<br>are unavailable) and reimburse for<br>other resulting trip costs (including,<br>without limitation, hotel fees). | <ol> <li>General Complaints: within 24<br/>hours</li> <li>Serious Complaints: within 48<br/>hours</li> <li>Special Complaints (such as car<br/>accidents): depending on the actual<br/>situation</li> </ol> |
|                    | After accepting a<br>reservation, Supplier<br>fails to provide services  | Less than 24 hours before pick-up<br>time: If Supplier provides notice of<br>cancellation within 24 hours<br>(inclusive) of the pick-up time:<br>Supplier must refund all fees and<br>reimburse customer for cost of cover<br>(e.g., cost of finding replacement<br>cab services).  |   |
|                    |  | More than 24 hours but less than 7<br>days before pick-up time: If<br>Supplier provides notice of<br>cancellation more than 24 hours but<br>less than 7 days (inclusive) of the<br>pick-up time, Supplier must refund<br>all fees and reimburse customer for<br>an amount up to 50% of cost of<br>cover (e.g., cost of finding<br>replacement cab services).  |   |
|                    |  | More than 7 days before pick-up<br>time: If Supplier provides notice of<br>cancellation at least 7 days before<br>the pick-up time, Supplier must<br>refund all fees and reimburse<br>customer for an amount up to 20%<br>of cost of cover (e.g., cost of finding<br>replacement cab services).   |   |
|                    | Supplier fails to send<br>up-to-date driver/order<br>information to customer<br>via SMS before the<br>scheduled service time | Supplier must provide a full refund<br>of all fees and reimburse customer<br>for all expenses resulting from<br>Supplier's failure.   |   |
|                    | Actual order fees exceed quote   | If caused by technical issues, the<br>party at fault will be responsible for  |   |

# **Exhibit C Complaint Resolution Process**

| Driving | Driver charges customer<br>more than quote and<br>permitted expenses<br>Driver arrives late but<br>customer uses vehicle<br>anyway<br>Driver picks up<br>customer at scheduled<br>pick-up time but fails to<br>deliver customer to<br>airport/train station with<br>sufficient time for<br>customer to board<br>airplane/train | the difference between the quote and<br>actual order fees.<br>Supplier must refund order fees and<br>extra charges.<br>Supplier may be required to refund<br>up to 50% of order fees.<br>Supplier must reimburse customer<br>for expenses related to rescheduling<br>flight/train and other related<br>expenses caused by delay (e.g.,<br>accommodations). |
|---------|--|--|
| Service | or is unprofessional, or<br>car fails to meet<br>reasonable cleanliness<br>and maintenance<br>standards  | complaint and, if necessary, provide<br>a full refund of fees.   |
|         | Customer cancels<br>service at request of<br>driver  | Supplier must address any customer<br>complaint and upgrade service to<br>ensure customer receives requested<br>services. In addition, Supplier may<br>be required to reimburse an amount<br>up to 20% of order fees.  |
|         | Customer is unable to<br>use service due to<br>license restrictions on<br>vehicle  | Supplier must provide a full refund<br>of fees. GBT may impose additional<br>reimbursement liability based<br>customer's reasonable cost of cover<br>(e.g., substitute transportation fees<br>exceeding 100% of service fees).   |
|         | Vehicle type is<br>unsatisfactory to<br>customer (e.g., caused<br>by difference between<br>actual car and images on<br>website)  | Supplier must provide<br>documentation of actual vehicle at<br>GBT's request. Supplier must<br>reimburse customer for the<br>difference in service value, if any,<br>and may be required to offer a credit<br>voucher to the customer for at least<br>20% of the order fees.   |
|         | Drop-off Service:<br>Customer is delivered to<br>a terminal other than the<br>terminal listed in the<br>reservation  | If dropped off at the wrong terminal<br>within same airport, Supplier must<br>attempt deliver the customer to the<br>correct terminal. If customer misses<br>flight due to driver or Supplier error,<br>Supplier must provide a full refund  |

|                   | Pick-up and Drop-off<br>Service reservations are                                | of fees and reimburse customer for<br>cost of cover (including, without<br>limitation, expenses related to<br>rescheduling the flight/train and<br>accommodations).<br>If issue is discovered prior to<br>scheduled pick-up time, responsible |  |
|-------------------|---|---|--|
|                   | reversed  | party must persuade customer to<br>cancel order.<br>If issue is discovered at or after<br>scheduled pick-up time, responsible<br>party must provide a full refund of<br>fees and reimburse an amount up to<br>50% of order fees.              |  |
|                   | Scheduled pick-up time<br>is incorrect but order is<br>nonrefundable            | Supplier must provide a full refund<br>of fees and reimburse an amount up<br>to 30% of order fees, unless the<br>error is customer's fault.   |  |
|                   | Flight or train is diverted<br>or cancelled                                     | Supplier must provide a full refund<br>of fees.   |  |
| General<br>Issues | Order is successfully<br>placed outside of service<br>zone                      | The responsible party must advise<br>customer to change order and/or<br>provide a full refund of all order and<br>service fees.   |  |
|                   | Payment issues, order<br>canceled but order fees<br>not refunded to<br>customer | Provide a full refund.  |  |
|                   | Multiple failed attempts<br>to place order by<br>customer                       | Apologize and address customer complaints.  |  |

| Customer unable to<br>apply valid coupon                         | Ask customer to pay order fees, then<br>refund the coupon amount and void<br>such coupon(s).   |  |
|--|--|--|
| Invoice is not provided<br>in a timely manner                    | Apologize and address customer complaints.   |  |
| Customer is unsatisfied<br>with service and<br>requests a refund | Each party must use best efforts to<br>appease customer (including a<br>refund, if appropriate) to the extent<br>it is at fault for customer's |  |
|  | complaint.   |  |
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