

Agreement

OA number:

Contract number:

The Agreement is entered into by and between _____ (Hereinafter referred to as “Party B”) in _____ and Elife Limo (hereinafter referred to as “Party A”) in Burlingame, CA, USA. The Agreement is effective as of ____, 2021 and is valid through _____, 2022.

On the basis of equal negotiation and the principle of mutual benefit, the Parties reached an agreement in accordance with the laws of the USA and other relevant provisions by which Party B shall provide driver ride services as displayed on the platform(s) of Party A. At the time of signing this Agreement, Party A and Party B have no disagreements regarding all the terms and conditions of the Agreement and have an accurate understanding of the legal implications of the clauses thereof regarding their respective rights, obligations and liabilities.

This Agreement shall be executed in duplicate, with each Party holding one copy, and the two copies having the same legal validity. This Agreement shall come into force upon the seal or signature by both Parties and supersede any oral and written correspondence between the Parties.

Party A: Elife Limo

Authorized representative: Joe Chen

Address: 1336 N Carolan Ave, Burlingame, CA 94010, USA

Postal code: 94010

Contact phone: +1 800-814-4204

E-mail: Joe@elifetransfer.com

Financial Contact Email: accounting@elifelimo.com

Party B:

Authorized representative:

Position:

Address:

Postal code:

Financial contact Email:

Reservation E-mail:

I. Partnership Content

Party B shall provide driver ride services as displayed to customers on the platform(s) of Party A. The specific details are as follows.

II. Partnership Structures

Party A specifies that Party B shall have the right to provide driver ride services as displayed on the platform(s) of Party A for customers of Party A during the term of this Agreement (these services shall include: airport pick-up service, daily driver service, half-day driver service, hourly ride service etc. Note: Designated driving driver service means that Party B will supply the cars and drivers to customers for use within the agreed time, and charge driver service fees from Party A), and ensure the provision of high quality, reliable, honest service to customers, so as to protect the common interests and credibility of both Parties.

III. Rights and Obligations

1. The contract is a whole contract. The service standards, details, and price quotations shall be settled in a separate written agreement which shall be inseparable from this Agreement and shall have the same effect as the terms of this Agreement.
2. Party A ensures that the presentation of the services and related items provided by Party B, and the settled relevant reservation procedures, are consistent with the information provided by Party B to Party A, and that sales promotion is in strict accordance with the contents of the service information agreed by both Parties.
3. Party B ensures that the services provided to customers are within the business scope of Party B, and that they are legitimate, lawful, and meet all appropriate qualifications necessary for the provision of these services; if not, Party B shall be solely responsible for the resulting legal consequences and shall indemnify Party A for all losses.
4. Party B shall engage in passenger services and provide Party A with valid company qualification documents. Party B shall ensure that its associated driver service companies, designated drivers, and cars shall all have legal qualifications, including but not limited to road transportation business licenses, driver's licenses, etc.
5. Party B ensures that the service and other related information provided to Party A is comprehensive, truthful, effective, and legitimate, without any false or misleading elements.
6. Party B shall provide services in strict accordance with the industry-related service standards and the Agreement between the Parties. If a complaint is made regarding the quality of a service provided by Party B, the Parties shall jointly coordinate to address the complaint, and Party B shall compensate the customer in accordance with Annex 1: "Complaint Resolution Process".
7. After Party B provides Party A with a price quote for a specific service, Party B must notify Party A in advance of any update to that service. If not, Party B shall bear all consequences.
8. After Party B provides a price quote for a specific service upon request by Party A, if Party B elects to adjust the price of the service, Party B must inform Party A of the adjustment and provide all relevant details at least 15 working days in advance of the effective date of the adjustment. If the adjusted price is lower than the original price, the Parties shall settle the accounts according to the adjusted price; if the adjusted price is higher than the original price, the price agreed by both Parties in writing shall prevail,

and the Parties shall execute a supplemental agreement separately; if the two Parties fail to reach an agreement, Party A shall have the right to terminate the Agreement. The adjustment of any service prices shall not affect the normal execution of the service orders confirmed by both Parties.

9. In the course of partnership between the two Parties, if the conduct of one Party results in a legal dispute, the Party at fault shall bear sole responsibility for the dispute.

IV. The Operating Procedures

1. Party B guarantees that the "passenger transport vehicles" used to transport customers must maintain current and valid insurance of all types necessary to provide every service offered to customers by Party B, including but not limited to: carrier liability insurance and commercial vehicle insurance.
2. Each "passenger transport vehicle" used by Party B to transport customers must have all local transportation qualifications and documentation necessary to provide every service offered to customers by Party B. Party B makes certain guarantees as to the quality of services provided to customers, including that the car shall be in good condition, the car shall be clean and tidy, the driver shall be hygienic, the driver shall arrive at the agreed meeting location before the scheduled pick-up time, and 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).
3. Each "passenger transport vehicle" used by Party B to transport customers 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.
4. Party B shall ensure that each "passenger transport vehicle" is well-maintained and that any necessary maintenance work is completed before providing services to customers. If a problem occurs while Party B is providing a service to a customer, Party B shall promptly resolve the problem, and Party A shall deduct from the fare paid to Party B according to any actual losses or costs.
5. Reservation and Cancellation:

- (1) Party A's working hours: 24 hours San Francisco Standard Time (PST), Monday to Sunday,

Party B's reservation dispatch center contact information:

Phone:

E-Mail:

Party B's reservation dispatch center's working hours:

Party A shall make reservations for services provided by Party B at least ___ of Party A's working hours in advance of their scheduled pick-up times through the system designated by Party A.

Party B shall, after receiving a reservation form, check the information of the vehicle on the reservation form, confirm the order within ___ of Party B's reservation dispatch center's working hours, and provide the driver's information at least ___ hour in advance of the scheduled pick-up time.

- (2) If the contact details for Party B change, Party B shall notify Party A in writing or by e-mail at least 10 days in advance of the effective date of the change. Party A shall update records of contact

information for Party B in a timely manner. If Party B fails to notify Party A of the relevant changes in accordance with this timeframe, and a problem occurs as a result, Party B shall bear sole responsibility for all consequences.

- (3) If Party A cancels an order which has been placed with Party B, liquidated damages shall be paid according to the following standards.
 - (a) Party A shall be required to pay monetary damages to Party B equal to 0% of the service fee if Party A notifies Party B of the order cancellation by system or e-mail more than 24 hours in advance of the scheduled pick-up time.
 - (b) Party A shall be required to pay monetary damages to Party B equal to 100% of the service fee if Party A notifies Party B of the order cancellation by system or e-mail later than 24 hours in advance of the scheduled pick-up time.
 - (4) If Party B has no available vehicles with which to provide service to a customer, Party B shall inform Party A in writing or e-mail at least 48 hours in advance of the scheduled pick-up time. Party A shall inform the customer by appropriate means, unless Party B has already confirmed the order
6. Reception and Execution:
- (1) Party B shall provide service to customers according to order numbers and customer names on orders. If a customer cannot provide the above information, Party B shall have the right to refuse to execute the order.
 - (2) When Party B provides airport pick-up service, Party B shall arrange the pick-up according to the reservation information provided by Party A, arrive at the agreed meeting location at least ten minutes before the scheduled pick-up time and wait for the customer, and deliver the customer to the destination.
 - (3) Party B shall not arrange for customers from different orders to share the same vehicle.
 - (4) If Party B fails to pick up a customer in accordance with the agreed time, meeting location, and execution procedures described in Annex 2: "Notes on Supplier's Operation", Party A shall charge Party B certain fees in accordance with Annex 1: "Complaint Resolution Process".
 - (5) If Party B fails to pick up a customer in accordance with the agreed time, meeting location, and execution procedures described in Annex 2: "Notes on Supplier's Operation", and is unable to pick up the customer or causes the customer to make a complaint, Party A shall make request to Party B to investigate the responsibility and both Parties shall address the situation in accordance with Annex 1: "Complaint Resolution Process". If either of the two Parties has an objection regarding the complaint, it shall be resolved separate of the complaint through negotiation.
 - (6) Party A provides Party B with the relevant information necessary for Party B to provide specific services which Party B is qualified to provide. Party A is not and shall not be construed to be the provider of such services. If Party B is at fault for any traffic accident, casualty, or property damage, Party B shall assume full responsibility and compensate for any losses; Party A is not responsible for handling any disputes or compensating for any losses. If Party A suffers any losses, Party B shall be obliged to compensate Party A for those losses. If the traffic accident, casualty, or property damage is not the fault of Party B, the perpetrator or responsible party shall bear the damages. If the

perpetrator or responsible party is unable to process and make complete payment to compensate for the losses, Party B shall bear responsibility for the same and shall reserve the right to recover this payment and any associated costs and fees from the perpetrator or responsible party.

7. Models and Prices:

- (1) Full-day driver service and half-day driver service 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 (note: driver's salary means that Party B accepts the driver's delegation to collect driver fees).
- (2) Airport pick-up and drop-off service prices include all costs that may occur during travel from the agreed meeting location to the destination, including: vehicle use fees, petrol charges, driver fees, and road tolls which are included in a local annual ticket; If Party B incurs any additional costs or fees resulting from a misunderstanding of or failure to check customer flight information, Party B shall bear responsibility for those costs or fees.
- (3) If Party B incurs any costs or fees for which Party B is not responsible and which are not included in the price of a local annual ticket, including parking fees, road tolls, travel in excess of allotted time or distance, etc, the driver shall promptly charge these fees directly to the customer according to the actual cost, and Party B shall bear sole responsibility for the collection of these fees.
- (4) If Party B makes changes to vehicle model, price, or other relevant information, Party B shall inform Party A by e-mail at least 15 working days in advance of the effective date of the change. If Party B fails to notify Party A of the change in accordance with this timeframe, Party A shall have the right to settle any relevant orders with Party B at the original price.

8. Incident Handling:

While Party B is in the course of providing service to a customer, if there are any breakdowns or traffic accidents, the two Parties shall cooperate as necessary to resolve the situation. In the event of a breakdown or traffic accident, Party B 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; Party B shall be responsible and compensate for any losses resulting from the breakdown or accident; if the customer makes a complaint, it shall be handled in accordance with Annex 1: "Complaint Resolution Process".

V. Quote and Settlement

1. Quote currency:
2. Settlement currency: . (The price quoted by Party B includes tax)

Each party shall be solely responsible for its own banking costs.

Party B shall pay in accordance with all relevant laws and regulations all personal income tax resulting from the business income generated through this Agreement, otherwise all consequences shall be borne by Party B, and Party B shall indemnify Party A for any losses.

Settlement: Party A and Party B agree in advance that on the 1st date of each month, the Parties shall

start to check the accounts of the previous month; after the two Parties confirm the balance due, the payment shall be made.

If Party A is unable to make timely payment because Party B has provided incorrect or incomplete account information, the responsibility shall be borne by Party B.

Party B shall send the original invoice to Party A, and Party A shall pay Party B upon receipt of the invoice; if Party A does not receive the invoice, Party A reserves the right to refuse payment. During the term of this Agreement, if a value-added tax system is enacted in the country to which Party B pays taxes, and this system is applicable to the services provided in accordance with this Agreement by Party B, then Party B shall provide Party A with a value-added tax invoice; If Party B is headquartered outside of the USA, Party B shall only be required to provide electronic invoices.

3. Party B shall provide to Party A a price quote for each of the services offered in accordance with this Agreement which shall be used as the basis for the settlement of accounts. Party A reserves the right to determine the prices at which these services are offered to customers, which shall have no bearing on the settlement of accounts between the Parties.

VI. Confidentiality

1. Both Parties promise and guarantee that they are obliged not to disclose confidential information to third parties; confidential information is any nonpublic information in verbal or written form regarding the cooperation between the Parties disclosed by one party to the other, including but not limited to, business plans, customer lists, technical data, product ideas, service ideas, development plans, staff lists, operating manuals, processing techniques, technical theory, inventions, financial conditions, and other documents that are defined as confidential information upon submissions (hereinafter referred to as "Confidential Information").
2. For the Confidential Information described in this Agreement, the Parties and their representatives shall: (1) Keep the information (at least to a reasonable extent) at a level of protection not less than the level of protection applied to the Party's own confidential information; (2) Ensure that persons who require Confidential Information maintain the confidentiality of the information; and (3) When it is necessary to use the Confidential Information, use it in a manner that is agreed to by the Parties in writing.
3. Neither Party assumes liability for confidentiality with regard to the following information: Information accessible to the public by legitimate and lawful means; information obtained from third parties that did not violate any confidentiality agreements when providing the information; information a Party is compelled to disclose by law or a government authority; or information a Party is compelled to disclose according to legal procedure.
4. This confidentiality clause shall survive after the termination of the Agreement indefinitely.

VII. Force Majeure

The performance of this Agreement shall be suspended by reason of force majeure caused by war, earthquake, lightning, flood, fire, government action, system disruption through hacking or other method of sabotage, technical control of the telecommunication department, etc., and neither of the two Parties shall bear responsibility for the losses caused by such suspension. Each of the two Parties to this Agreement has the right to terminate this Agreement by written notice to the other Party without liability for breach of contract if the performance of this Agreement has been suspended for more than 1 month due to force

majeure. The affected party shall notify the other party by fax or e-mail as soon as practicable after the occurrence of force majeure and provide all relevant materials to the other party within 3 days after the relevant authority issues the relevant supporting documentation.

VIII. Intellectual Property Rights

1. During the term of this Agreement, either Party, in the course of using the names, trademarks, trade names, brands, domain names, or websites authorized by the other party, shall be totally and fully in compliance with the stipulations under this Agreement and shall not extend use of the same for any other commercial purpose or other business content; in the event that one Party wishes to use the other Party's name, domain name, or website for its own advertisement materials, name cards, marketing, or website constructions, it must first obtain prior written permission for all use purposes by the other Party; if such permission is not obtained, the other Party has the right to notify the defaulting Party in writing to terminate the Agreement at any time, and the defaulting party shall bear all legal liabilities and indemnify the non-defaulting party for any losses due to such breach.
2. Both Parties and their employees promise not to 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.
3. Both Parties promise, during the term and after termination of this Agreement indefinitely, not to provide any of the other Party's business or technical information to any other third party (including but not limited to the enterprises, institutions or organizations which compete with the other Party). Otherwise the defaulting Party shall be responsible for compensating for any losses due to such breach.

IX. Anti-Bribery

1. Each party promises not to, directly or indirectly, pay any undue commission, remuneration or brokerage, or give any gifts to, or entertain the other Party and any employees officers, or staffs of any other party in connection with this partnership, and not to make any such arrangements for the other Party or any employees, officers or staffs of any third party in connection with this partnership, except for small advertising gifts in accordance with commercial practice. If any party violates the provisions of this clause, it shall be deemed as material breach under this Agreement. The non-defaulting party shall have the right to notify the defaulting party in writing to terminate this Agreement, while reserving the right to take further legal actions, and the defaulting party shall assume responsibility for all resulting losses suffered by the non-defaulting party.

X. Miscellaneous

1. Party B shall, during the term of this Agreement, provide relevant services requested by Party A. Otherwise, Party A may terminate this Agreement by giving written notice at any time and Party B shall be responsible for any legal liabilities and indemnify any losses incurred by Party A.
2. The entire Agreement has been concluded after mutual agreement by both parties and may not be modified without the consent of both Parties.
3. If either Party purports to modify or terminate this Agreement, the purporting Party shall furnish written notice 1 month in advance of the proposed date of effectiveness, or this Agreement may be amended or terminated upon mutual assents. If one Party modifies or terminates this Agreement not in accordance with this Agreement and without prior consent by the other Party, it shall be considered a breach of this

Agreement, and the defaulting Party shall indemnify all economic and reputation losses suffered by the other Party as a result.

4. In the case that one Party is insolvent, in the process of liquidation, ending its business, filing a bankruptcy application, has had a bankruptcy petition filed against it, has been declared bankrupt, or has had its assets transferred to its creditors, the other Party is entitled to immediately terminate this Agreement by written notice without any liabilities.
5. This agreement is governed by the laws of the California; both parties submit its jurisdiction to the courts where Party A is located in case of any disputes arising through the course of this Agreement.

Annex 1: "Complaint Resolution Process"

Business Type	Situation	Supplier/E-Life Limo Obligations		Reply Time
		Basic indemnification Plan	Upgraded indemnification Plan	
Driving Service	Customer arrives without car waiting (including driver's late arrival)	1. Pick-up/Drop-off Service: refund total service fees and indemnify total service fees, OR refund total service fees and make indemnification for cab fees (cab invoices required) 2. Stand-by Service or Daily Rental: full refund and indemnify minimum expenses.	Indemnify cost of time.	1. General Complaints: effective reply within 24 hours 2. Serious Complaints: effective reply within 48 hours 3. Special Complaints (such as car accidents): depending on the actual situation
	Customer arrives without car waiting which results in customer missing a flight/train (including driver's late arrival)	Full refund and indemnify difference for a new flight/train or corresponding change fees if available (for same level seats if available, otherwise upgraded seats if same-level seats are unavailable), and indemnify for other resulting trip costs (such as hotel fees).	Indemnify cost of time.	
	After Party B confirms order, no vehicle available to fulfill order	1. Notify within 24 hours (inclusive): full refund and indemnify 100% of service fees.	Will take reasonableness of customer's request (such as in the case of actual cab fees exceeding 50% service fees) into consideration.	
		2. Notify beyond 24 hours but within 7 days (inclusive): full refund and indemnify up to 50% of service fees.	Will take customer's feelings into consideration and indemnify according to importance level of customer.	
		3. Notify beyond 7 days: full refund and indemnify up to 20% of service fees.		
	Up-to-date driver/order information not sent to customer by SMS	Full refund and indemnify 100% of service fees.		
Actual fees substantially exceed order fees due to GPS problem	If caused by technical problems, responsible party shall indemnify difference.	Depending on actual situation.		

	Driver asks customer to pay extra charges	Refund extra charge.	Refund and indemnify extra charge.	
	Driver arrives late but customer uses vehicle anyway	Indemnify up to 30% of order fees.	Indemnify up to 50% of order fees.	
	Customer misses flight/train because driver does not take fastest route/drives slowly	Depending on actual situation and indemnify up to costs for hotel and flight/train.		
Business Type	Situation	Supplier/E-Life Limo Obligations		Reply Time
		Basic indemnification Plan	Upgraded indemnification Plan	
Driving Service	Driver has a bad attitude, car is unclean, car is older than allowed	Appease customer without any indemnification.	Depending on actual situation.	1. General Complaints: effective reply within 24 hours 2. Serious Complaints: effective reply within 48 hours 3. Special Complaints (such as car accidents): depending on actual situation
	Customer cancels service at request of driver	Appease customer and upgrade service.	Indemnify 20% order fees.	
	Customer is unable to use service due to license restrictions on vehicle	Pick-up/Drop-off service: full refund and indemnify full order fees.	Will take reasonableness of customer's request (such as in the case of actual cab fees exceeding 100% of service fees) into consideration.	
		Stand-by service/Daily rental service: indemnify minimum expenses.	Will take customer's feelings into consideration and indemnify according to importance level of customer.	
	Vehicle type is unsatisfactory to customer (substantial difference between actual car and images on website)	Confirm with supplier for level of vehicle type:	Indemnify difference in service value, if any, and offer a voucher	
1) if actual vehicle is degraded: indemnify difference.				
	2) if level of vehicle type is the same: appease customer.			
Customer is brought to wrong terminal for drop-	1) If within same airport, try to contact the driver to drive	Indemnify cost of extra time.		

	off service	to correct terminal. 2) Full refund + indemnify for actual losses.		
	Pick-up and drop-off service reservations are reversed	If caused by technical problems, find out responsible party: 1) If issue is discovered prior to scheduled pick-up time: persuade customer to cancel order 2) If issue is discovered at or after scheduled pick-up time: provide full refund.	Full refund and indemnify 50% of order fees.	
	Scheduled pick-up time is incorrect but order is nonrefundable	Depending on actual situation; under extraordinary circumstances, coordinate to refund.	Full refund and indemnify 30% of order fees if not caused by customer's own problems.	
	Flight diversion or cancellation	Full refund		
Business Type	Situation	Supplier/E-Life Limo Obligations		Reply Time
		Basic indemnification Plan	Upgraded indemnification Plan	
General Issues	Order is successfully placed outside of service zone	If caused by technical problems, find out responsible party: 1) If prior to scheduled pick-up time: advise customer to change order. 2) If at or after scheduled pick-up time: full refund and	Indemnify according to customer's actual costs if such amount exceeds full order fees.	1. General Complaints: effective reply within 24 hours 2. Serious Complaints: effective reply within 48 hours 3. Special Complaints (such as car accidents): depending on actual situation

		indemnify full order fees.		
	Payment issues, order canceled but order fees not refunded to customer	Coordinate to refund.		
	Multiple failed attempts to place order by customer	Apologize and appease.	Depending on actual situation.	
	Customer unable to apply valid coupon	If caused by system issues: Ask customer to pay according to order fees, and then refund based on coupon amount and nullify such coupon(s).	Depending on actual situation.	
	Invoice is not provided in a timely manner	Apologize and appease.		
	Customer is unsatisfied with service and requests a refund	Appease and compensate with ELife Limo points at most.		

Annex 2: "Notes on Supplier's Operation"

1. Order Acceptance and Confirmation:

1) Reservation Channel:

Reservations shall be made through the system designated by Party A:

Latest time to make a reservation: ____hours in advance of the scheduled pick-up time

Earliest time to make a reservation: ____days in advance of the scheduled pick-up time

2) Order Submission Time:

Party A shall make reservations at least _business hours in advance of their scheduled pick-up times.

3) Order Confirmation:

If Party B accepts an order, Party B must confirm the order within a maximum of 2 of Party B’s business hours. At the time of order confirmation, Party B must also confirm the meeting location between the driver and the customer which includes the location where the driver will wait for the customer while holding up a placard where applicable, as well as provide the driver’s information (such as driver’s name, telephone number, license plate number) listed here: _____

Note: Party B is strictly forbidden from sending any marketing messages directly to customers of Party A.

2. Modification of Driver Information

If driver information shall be modified before an order is executed, Party B shall promptly inform Party A of the relevant information. Party B is forbidden from directly informing the customer of such modifications. If Party A makes request that Party B shall use “Supplier Order Management System” in accordance with Section 11, “Supplier Order Management System” of Annex 2 “Notes on Supplier’s Operation”, Party B shall make such modifications through the “Supplier Order Management System” provided by Party A. Party B shall not make any such modifications privately. Party B shall not modify driver information more than 3 times for the same confirmed order. If Party B violates this section, then Party A shall charge Party B fees in accordance with Annex 1: “Complaint Resolution Process”. If violation of this section is not referenced in Annex 1: “Complaint Resolution Process”, then Party B shall pay to Party A liquidated damages in the amount of the actual cost to Party A.

3. Modification or Cancellation of an Order by Party A

At the request of Party A, Party B shall cancel or modify an order in accordance with the relevant details provided by Party A and Party A shall pay liquidated damages to Party B as follows:

- 1) If Party A makes such request 24 hours or more in advance of the original scheduled pick-up time, Party A shall pay to Party B 0% of the order amount as liquidated damages;
- 2) If Party A makes such request later than 24 hours in advance of the original scheduled pick-up time, Party A shall pay to Party B 100% of the order amount as liquidated damages;

4. Vehicle Type and Alternative

If Party B cannot satisfy the specific vehicle type requested by a customer for a particular order, Party B shall

promptly make necessary modifications to the order and notify Party A of all relevant details regarding such modifications. If Party A makes request that Party B shall use “Supplier Order Management System” in accordance with Section 11, “Supplier Order Management System” of Annex 2 “Notes on Supplier’s Operation”, Party B shall promptly modify the vehicle type and corresponding driver information for that order through the “Supplier Order Management System” provided by Party A. Party B shall not make any such modifications privately. Party B shall not modify the vehicle type more than 3 times for the same confirmed order. Party B may upgrade the vehicle type but shall not downgrade the vehicle type. If Party B violates this section, Party B shall make indemnification of up to 50% of the order fees.

5. Order Execution

When executing an order, Party B shall abide strictly by the order details provided by Party A. Once an order has been placed, the order details cannot be modified.

6. Customer Contact

In the course of providing service to a customer, Party B is responsible for communication with the customer. In the event of an emergency, accident, or other unexpected serious event, Party B must promptly notify the emergency contact person of each Party.

7. Settlement

Party A will collect all vehicle rental and driver service fees and settle the balance with Party B on a monthly basis.

8. Customer Late Arrival

- **Pick-up Services (Airport and Train Station)**

For pick-up services at airports and train stations, “scheduled pick-up time” shall be defined as “the scheduled arrival time of the flight/train in accordance with the flight/train number provided by the customer”. The driver shall arrive before the scheduled pick-up time and wait for the customer at the agreed meeting location for up to 60 minutes after the scheduled pick-up time without charge; if the customer has not arrived at the agreed meeting location within 60 minutes after the scheduled pick-up time, the driver may leave and charge 100% of the service fees.

If the flight/train schedule is changed and, as a result of such change, the original driver is unable to pick up the customer, the driver may be replaced; under such circumstances, Party B shall promptly provide the replacement driver information to Party A.

If the arrival of the flight/train is significantly delayed, Party B shall attempt to fulfill the order to the customer’s satisfaction.

- **Drop-off Service (Airport & Train Station)**

The driver shall wait for the customer for up to 15 minutes after the scheduled pick-up time without additional charge.

- **Pick-up/Drop-off Services Other Than Airport/Train Station**

If the customer has not arrived at the agreed meeting location within 30 minutes after the scheduled pick-

up time, the driver may attempt to contact the customer directly.

If the driver is unable to contact the customer and has been waiting for more than 30 minutes after the scheduled pick-up time, the driver may directly contact Party B. Party B shall attempt to contact and confirm with the customer, and then reply to the driver within 10 minutes. If the customer can be reached, the driver may continue to wait and begin to charge the customer according to the normal order service fees; if the customer cannot be reached, the driver may leave and charge 100% of the order fees.

9. Obligations Concerning Customer Complaints

- 1) Party B is forbidden from directly contacting a customer in order to investigate or resolve a complaint.
- 2) If Party A has received a complaint from a customer regarding a service provided by Party B, Party A shall promptly notify Party B; Party B shall investigate the situation and reply to Party A with the results of the investigation, which shall include all information available to Party B required to address the complaint in accordance with Annex 1: “Complaint Resolution Process”, within 2 business days.
- 3) All customer complaints shall be addressed directly by Party A after receipt of relevant details from Party B. For details on the complaint resolution process, please refer to Annex 1: “Complaint Resolution Process”.

10. Confirmation of Reservations

Party A shall send service reservations to Party B through the system specified by Party A. A service reservation shall state the proposed service date, vehicle type, passenger number, service requirements, schedule, and any other relevant information. Party B shall confirm such reservations through the same system and, by confirming a reservation, agree to perform the service in compliance with the order details. If a service reservation must be changed or canceled by Party A, Party A shall promptly notify Party B of the same and provide all details necessary for Party B to carry out the change or cancellation. If there is any uncertainty about the service requirements, Party B shall promptly request clarification from Party A, otherwise it shall be deemed as acceptance and acknowledgement regarding all requirements of the order and provision of the service.

11. Supplier Order Management System

At the request of Party A: Party A shall provide “Supplier Order Management System” to Party B, and Party B shall use the same to the fullest extent possible to maintain all relevant records for all services provided by Party B in accordance with this Agreement. In case of a complaint or dispute, both Parties shall cooperate to determine the responsible party according to “Supplier Order Management System” and any relevant records made by the driver who rendered the service. The responsible party shall make appropriate indemnification.

12. Customer Contact Prior to Delivery of Service

In order to ensure the security and comfort of all customers, Party B shall describe to each customer, in as much detail as is reasonable for the aforementioned purpose, the whole service process, from pick-up to drop-off, in accordance with the customer’s contact information included in the order details. If Party B violates this clause, and such violation results in unsatisfactory service (including failure to provide service) or a customer complaint, Party A shall be entitled to collect appropriate damages from Party B.

13. Guarantee of Resource Advantage

Party B shall ensure Party A's absolute resource advantage for all business matters including but not limited to service price, order numbers, service availability, range of services offered, etc.