

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) constitutes a legal agreement between you (“Driver”) and Fare-Cle LLC, an Ohio non-profit limited liability company (“Fare-Cle”). Fare-Cle is the developer of a web-based application (the “Website” as defined below) and the Driving Services (as defined below). The Website enables a person who has been screened by Fare-Cle and registered as a user to request transportation services from Drivers who have successfully completed Fare-Cle’s training and background check, and executed this Agreement).

Fare-Cle does not provide transportation services and is not a transportation carrier. Driver is an independent contractor in the business of providing transportation services, which business Driver is authorized to conduct in the State of Ohio. Driver desires to enter into this Agreement for the purpose of accessing and using the Fare-Cle services and Website to increase Driver’s transportation business.

In order to use the Fare-Cle Services and the associated Website, Driver must agree to the terms and conditions that are set out below. Upon the execution of this Agreement, Driver and Fare-Cle shall be bound by the terms and conditions set forth herein.

1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following definitions apply:

1.1 “**City**” means the state, city, municipality, place, region or territory in which the Driving Service shall be made available.

1.2 “**Driver**” means the person who shall render the Driving Service of whom the relevant contact details (including copy of the driver's license) are provided to Fare-Cle.

1.3 “**Driver ID**” means the identification and password key allotted by Fare-Cle to a Driver by which the Driver can access and use the Website.

1.4 “**Driving Service**” means the transportation service as provided, made available or rendered by the Driver upon request of the User through the Website.

1.5 “**Fare**” means the amount (including applicable taxes and fees) that the Driver is entitled to charge the User for the Ride, based on the recommended fares for the City as set out on www.fare-cle.com.

1.6 “**Fare-Cle Service**” means the on-demand, lead-generation service through the Website, and web based requests or such other platforms, communication media or channels as are from time to time operated and made available by or on behalf of Fare-Cle that allow a User to request Driving Service from a Driver as available to and accepted by the User.

1.7 “**Intellectual Property Right**” means any patent, copyright, invention, database right, design right, registered design, trademark, trade name, brand, logo, slogan, service mark, know-how,

utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name, or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction anywhere in the world.

1.8 “**Ride**” means the transportation of the User by the Driver from the point of pick-up of the User until the point of drop-off of the User.

1.9 “**Toll Charges**” means any and all road, bridge, ferry, tunnel and airport toll charges, including inner-city congestion, environmental or similar charges.

1.10 “**User**” means a special-needs individual who has signed up and is registered with Fare-Cle for the use of the Fare-Cle Service.

1.11 “**User Information**” Information provided by Fare-Cle to the Driver indicating the User’s name, the User’s pick-up location and photo of the User, if the User has elected to include a photo in the User’s profile with Fare-Cle.

1.12 “**Vehicle**” means a four-door motorized vehicle (whether powered by an internal combustion, hybrid or an electrical engine) that is in safe and clean condition and fit for passenger transportation as required by applicable laws and regulations and that has been accepted by Fare-Cle and identified as the vehicle to be used by the Driver in the provision of the Driving Service.

1.13 “**Website**” means the Fare-Cle website www.fare-cle.com.

2. LICENSE GRANT

2.1 This Agreement hereby grants Driver a non-exclusive, non-transferable, right to use the Website and Fare-Cle Service, subject to the terms and conditions of this Agreement for the sole purpose of providing and rendering the Driving Service in and/or from within the City to and for the benefit of the Users. All rights not expressly granted to Driver are reserved by Fare-Cle.

2.2 Restrictions. Driver may not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Fare-Cle Service, the Software, or the Device in any way; (ii) modify or make derivative works based upon the Fare-Cle Service or the Software; (iii) access the Website in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Fare-Cle Service or Website, or (c) copy any ideas, features, functions or graphics of the Fare-Cle Service or Website.

Driver may not use the Website, User Information, or the Fare-Cle Service to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material

containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Website or Service or the data contained therein; or (v) attempt to gain unauthorized access to the Website or Service or its related systems or networks.

2.3 Unavailability. The Driver acknowledges and agrees that the Website or the Fare-Cle Service may, from time to time, be unavailable (e.g. due to scheduled maintenance or system upgrades) and that Fare-Cle cannot, and does not, guarantee an specific or minimum availability of the Website or the Fare-Cle Service.

2.4 Ownership. Fare-Cle (and its Affiliated Companies and licensors, where applicable) shall own and have all rights (including Intellectual Property Rights) in the Website, the Fare-Cle Service, Driver ID, and all User Information. Insofar the Driver may, by operation of applicable law or otherwise, obtain any rights (including Intellectual Property Rights) in relation thereto, these rights shall be and are hereby transferred (insofar permitted under the applicable law, in advance) to Fare-Cle.

3. OBLIGATIONS OF THE DRIVER

3.1 Driver shall have the sole responsibility for any obligations or liabilities to Driver, Users or third parties that arise from its provision of the Driving Service.

3.2 By using the Fare-Cle Services to receive and accept requests for transportation and by providing the Driving Service to the User, the Driver accepts, agrees and acknowledges that a direct legal relationship is created and assumed solely between the Driver and the User. Fare-Cle shall not be responsible or liable for the actions, omissions and behavior of the User in or in relation to the activities of the Driver and the Vehicle.

3.3 Driver acknowledges and agrees that Driver is solely responsible for taking such precautions as may be reasonable and proper (including taking out adequate insurance in conformity with standard market practice and in conformance with any applicable regulations or other licensing requirements) regarding any acts or omissions of the User.

3.4 In order to ensure the safety and comfort of the User, Driver acknowledges and agrees to follow all User guidelines and protocols set by the User and/or the parent or guardian of the User.

3.5 Unless explicitly waived by Fare-Cle, Driver agrees to complete a Fare-Cle educational training program focused on interacting with individuals with intellectual and developmental disabilities.

3.6 The Driver acknowledges and agrees that it operates solely under his/her own control, and will comply with all applicable laws and regulations. Fare-Cle does not and does not intend to exercise any control over the Driver's actions or the operation or physical condition of the Vehicle (except as provided under the Agreement).

3.7 Driver will safeguard the confidentiality of information received during the performance of this Agreement, including information that identifies any person served by Fare-Cle. Driver acknowledges that unauthorized use or disclosure of such information is illegal and could cause Fare-Cle to sustain significant and irreparable damage. Accordingly, Driver understands and agrees:

a. That he/she shall not misuse, misappropriate, or disclose any such information, directly or indirectly, to any person, or use such information in any way, either during the term of this Agreement, except as required in the course of this Agreement or by law at any time thereafter.

b. That he/she shall not permit access to any such information to any person except as required in the course of the performance of this Agreement or as required by law. In the event of a breach by Driver of this section of this Agreement, Fare-Cle shall have the right to obtain an injunction against the Driver's improper use of the confidential information at the discretion of the Fare-Cle. The covenants contained herein shall survive the termination of the relationship between policy or as mutually agreed by Driver and Fare-Cle.

3.8 Driver will immediately notify Fare-Cle of any actual or suspected security breach or improper use of the Website or of the User Information.

4. USE OF FARE-CLE SERVICE AND WEBSITE BY DRIVERS

4.1 Driver ID

4.1.1 Fare-Cle will issue the Driver a Driver ID to enable the Driver to access and use the Website. Fare-Cle will have the right, at all times and at Fare-Cle's sole discretion, to reclaim, prohibit, suspend, limit or otherwise restrict the Driver from accessing or using the Website.

4.2 Information provided to Users

4.2.1 Once the Driver has accepted a User's request for transportation, Fare-Cle will provide the User Information to the Driver through the Website, including the User's location. The User shall inform the Driver of the destination. Driver acknowledges and agrees that once the Driver has accepted a User's request for transportation, Fare-Cle may provide specific information to the User regarding the Driver in relation to the Driving Service, including but not limited to the Driver's name, Driver's photo, license number, geo-location and contact information.

4.2.2 Disclosure of Information. In case of a complaint, dispute or conflict between the the Driver on the one hand and the User on the other hand or in other appropriate instances where a legitimate reason for such disclosure exists (for example, receipt by Fare-Cle of a subpoena or warrant requesting information), Fare-Cle may, but shall not be required to – to the extent permitted by applicable laws and regulations –provide the User, the Driver and/or the relevant authorities the relevant data (including personal data) of the Driver. Fare-Cle may also disclose certain information of the Driver as set forth in this Agreement.

5. CALCULATION OF FARES AND FEES

5.1 Fares, Invoicing and Payment Terms

5.1.1 The recommended pricing structure used in calculating the Fare for the Driving Service can be found at www.fare-cle.com.

5.1.2 As part of its Services provided to Driver, Fare-Cle will arrange for a third party payment processor platform to process the Fare for a Ride requested via the Website to the User designated credit card or mobile payment platform.

5.1.3 Driver understands that Fare-Cle is not responsible for any payment of fees to Driver. Driver will be paid directly by User or User's parent or guardian.

6. REPRESENTATIONS

6.1 Driver representations

6.1.1 The Driver represents to Fare-Cle that for the term of this Agreement:

(i) Driver holds, complies and shall continue to hold and comply with all permits, licenses and other governmental authorizations necessary for conducting, carrying out and continuing their activities, operations and business in general and the Driving Service in particular; (ii) Driver shall comply with all local laws and regulations, including the laws related to the operation of a taxi/passenger delivery, driving service or transportation service and will be solely responsible for any violations of such local laws and regulations; (iii) Driver has a valid driver's license and is authorized to operate the Vehicle and has all the appropriate licenses, approvals and authority to provide transportation for hire to third parties in the City where the Driving Service is rendered or performed; (iv) Driver has appropriate and up-to-date level of expertise and experience to enable and provide the Driving Service and the Driving Service will be supplied, provided and supported by appropriately qualified and trained Drivers acting with due skill, care and diligence; (v) the Driver has and maintains a valid policy for the appropriate (transportation, personal injury, third party or general) liability insurance and such other insurances as are considered market practice (all in industry-standard coverage amounts) for the operation of the Vehicle and/or business insurance to cover any anticipated risks, damages and losses related to the operation of a taxi/passenger delivery, driving service or transportation services (including the Driving Service), and not less than the minimum coverage amounts required by applicable law. The Driver shall add Fare-Cle to its liability insurance policy as an additional insured, and shall upon first request of Fare-Cle provide Fare-Cle with a copy of the insurance certificate; (vi) the Vehicle is kept in a clean condition at all times, such Vehicle is in good operating condition and meets the industry safety standards for a Vehicle of its kind; (vii) the Driver and the Vehicle maintain at all times the star rating quality described in Section 4.3.3 above; (ix) Driver is the owner or lessee, or are otherwise in lawful possession of a Vehicle or Vehicles, and said Vehicle or Vehicles are suitable for performing the commercial carriage services contemplated by this Agreement, which equipment complies with all applicable federal, state and local laws.

6.2 Disclaimer

6.2.1 Fare-Cle does not warrant or guarantee that the Driver or the User's access to or use of the Service or the Website will be uninterrupted or error free.

6.2.2 Internet Delays. THE FARE-CLE SERVICE AND WEBSITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. FARE-CLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

6.2.3 Driver releases Fare-Cle for all claims arising out of the Fare-Cle Service and the Driving Service.

6.3 Driver indemnifications

6.3.1 Subject to the exceptions set forth in this Agreement, the Driver agrees and undertakes and ensures that the Driver will indemnify, defend and hold Fare-Cle (and its Affiliated Companies and employees and, at the request of Fare-Cle, Fare-Cle's licensors, suppliers, officers, directors and subcontractors) harmless from and against any and all claims, demands, expenses (including legal fees), damages, penalties, fines, social contributions and taxes by a third party (including Users, regulators and governmental authorities) directly or indirectly related to this Agreement.

6.3.2 Driver is solely responsible for ensuring that Driver takes reasonable and appropriate precautions in relation to any third party with which they interact in connection with the Driving Service. Where this allocation of the parties' mutual responsibilities may be ineffective under applicable law, the Driver undertakes to indemnify, defend and hold Fare-Cle harmless from and against any claims that may be brought against Fare-Cle in relation to the Driver's provision of the Driving Service under such applicable law as further set forth in Section 6.3 (Indemnification).

7.0 RELATIONSHIP BETWEEN THE PARTIES

7.1 The relationship between the Parties is solely that of independent contracting parties.

7.2 The Parties expressly agree that this Agreement is not an employment agreement or employment relationship. The parties further agree that no employment contract is created between Fare-Cle and the Drivers.

7.3 The Parties expressly agree that no joint venture, partnership, employment, or agency relationship exists between Driver, Fare-Cle or any third party provider as a result of this Agreement or use of the Fare-Cle Service or Website.

7.4 The Driver acknowledges and agrees that it has no authority to bind Fare-Cle and undertakes not to hold itself out and to ensure that the Driver does not hold himself or herself out, as an

employee, agent or authorized representative of Fare-Cle. Where, by implication of mandatory law or otherwise, the Driver may be deemed an agent or representative of Fare-Cle, the Driver undertakes and agrees to indemnify, defend and hold Fare-Cle harmless from and against any claims by any person or entity based on such implied agency relationship.

7.5 The Driver acknowledges and agrees that Driver will have exclusive control over the manner and means by which the Driving Service is to be performed under this Agreement, and is not subject to the direction and control of Fare-Cle. Driver has the exclusive right to establish the days and/or hours that Driver will provide the services to be performed under this Agreement. Fare-Cle will not provide payment to Driver. Driver acknowledges that Driver will not be covered by or eligible for any employee benefits provided by Fare-Cle to its employees, and Driver will not be covered by Fare-Cle's workers' and unemployment compensation coverage. The Driver and Fare-Cle intend that an independent contractor relationship, and not an employer-employee relationship, will be created by this Agreement.

8. LIABILITY

8.1 IN NO EVENT SHALL FARE-CLE BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF SERVICES PROVIDED BY FARE-CLE OR SERVICES PROVIDED BY DRIVER. FARE-CLE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED BY DRIVER, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE FARE-CLE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE FARE-CLE SERVICE OR WEBSITE.

8.2 All defenses (including limitations and exclusions of liability) in favor of Fare-Cle apply (i) regardless of the ground upon which a liability is based (whether default, tort or otherwise), (ii) irrespective of the type of breach of obligations (guarantees, contractual obligations or otherwise), (iii) for all events and all agreements together, (iv) insofar no event of willful misconduct or gross negligence of Fare-Cle or its management has occurred, and (v) also for the benefit of its Affiliated Companies and employees and, at the request of Fare-Cle, Fare-Cle's licensors, suppliers and subcontractors.

8.3 Fare-Cle makes no guarantees, warranties, or representations as to the actions or conduct of any Users who may request transportation service from the Driver. Responsibility for the decisions Driver makes regarding transportation services offered via the Website or Fare-Cle Service (with all its implications) rests solely with Driver. Driver agrees that it is Driver's responsibility to take reasonable precautions in all actions and interactions with any third party Driver interacts with through the Fare-Cle Service.

8.4 The transportation services that Driver provides pursuant this Agreement are fully and entirely Driver's responsibility. Driver understands, that by using the Website and the Fare-Cle

Service, Driver may be introduced to third parties that may be potentially dangerous, and that Driver uses the Software and the Fare-Cle Service at Driver's own risk.

8.5 Driver understands that Users are generally intellectually or developmentally disabled, and as such, Driver will make every effort to ensure User's safety throughout the course of administering Fare-Cle Service.

9. TERM, TERMINATION, SUSPENSION, AND NOTICE

9.1 This Agreement shall commence on the date this Agreement is accepted, for an indefinite period of time, unless terminated by either party by written notice with due observance of a notice period of seven (7) calendar days. Fare-Cle may terminate this Agreement automatically, without any notice requirement, at such moment when Driver no longer qualifies, under the applicable law or the quality standards of Fare-Cle, to provide the Driving Service or to operate the Vehicle.

9.2 Each party may terminate this Agreement or suspend the Agreement in respect of the other party, with immediate effect and without a notice of default being required in case of:

(a) a material breach by the other party of any term of the Agreement (including but not limited to breach of representations or receipt of a significant number of User complaints); or (b) insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party.

9.3 Upon termination of the Agreement, the Driver shall promptly return all User Information provided to them by Fare-Cle without withholding a copy thereof.

9.4 Any notice to you will be effective when delivered to you by certified mail, return receipt requested, or by reputable overnight courier, to Fare-Cle LLC, c/o Stephanie Carroll, 3725 Latimore, Shaker Hts., Ohio 44122, or to the email address provided to Fare-Cle during registration of the Driver. Any notice to us will be effective when delivered to us by certified mail, return receipt requested, or by reputable overnight courier, to Fare-Cle LLC, c/o Stephanie Carroll, 3725 Latimore, Shaker Hts., Ohio 44122, or to the email address or other physical address posted on the Website as our official notice address from time to time.

10. CONFIDENTIALITY

10.1 Parties understand and agree that in the performance of this Agreement, each party may have access to or may be exposed to, directly or indirectly, confidential information of the other party (the "**Confidential Information**"). Confidential Information includes User Information such as name, address, disability, other personal information, and such other non-public information that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential

disclosed to Driver through the Driving Service or the driving protocol communicated to the Driver by the User and/or the parent or guardian of the User.

10.2 Each party agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party and receiving party shall not use any Confidential Information for any purpose except in furtherance of this Agreement; (b) it shall maintain, and shall use prudent methods to cause its employees, officers, representatives, contracting parties and agents (the "**Permitted Persons**") to maintain, the confidentiality and secrecy of the Confidential Information; (c) it shall disclose Confidential Information only to those Permitted Persons who need to know such information in furtherance of this Agreement; (d) it shall not, and shall use prudent methods to ensure that the Permitted Persons do not, copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Confidential Information; and (e) it shall return or destroy all ((hard and soft) copies of) Confidential Information upon written request of the other party.

10.3 Notwithstanding the foregoing, (a) Confidential Information shall not include any information to the extent it (i) is or becomes part of the public domain through no act or omission on the part of the receiving Party, (ii) was possessed by the receiving Party prior to the date of this Agreement, (iii) is disclosed to the receiving Party by a third party having no obligation of confidentiality with respect thereto, or (iv) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, and (b) nothing in this Agreement shall prevent, limit or restrict a Party from disclosing this Agreement (including any technical, operational, performance and financial data (but excluding any User Information) in confidence to an Affiliated Company.

11 MODIFICATIONS

11.1 Fare-Cle reserves the right to modify the terms and conditions of this Agreement or at any time, effective upon publishing an updated version of this Agreement at www.fare-cle.com.

11.2 Driver hereby expressly acknowledges and agrees that, by using or receiving the Fare-Cle Service, Driver and Fare-Cle are bound by any future amendments and additions to this Agreement or documents incorporated herein. Continued use of the Fare-Cle Service after any such changes shall constitute Driver's consent to such changes. Driver is responsible for regularly reviewing this Agreement.

12. MISCELLANEOUS

12.1 If any provision of this Agreement is or becomes invalid or non-binding, the parties shall remain bound by all other provisions hereof. In that event, the parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this Agreement.

12.2 Neither party shall be entitled to assign, transfer, encumber any of its rights and/or the obligations under this Agreement without the prior written consent of the other party, provided that Fare-Cle may assign, transfer, encumber any of its rights and/or the obligations under this Agreement (in whole or in part or from time to time) to (a) an Affiliated Company or (b) in the event of a merger or sale of assets without the prior written consent of the Driver.

12.3 This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, offers, undertakings or statements regarding such subject matter.

13. GOVERNING LAW, JURISDICTION, AND FORUM

13.1 This Agreement shall be governed by Ohio law, without regard to the choice or conflicts of law provisions of any jurisdiction. If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Any lawsuits arising between parties must be brought to the Cuyahoga County Common Pleas Court. The failure of Fare-Cle to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Fare-Cle in writing. This Agreement and the documents incorporated by reference therein comprise the entire agreement between Driver and Fare-Cle and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

14. Modifications

14.1 If Driver requests a substitute for a regularly scheduled Ride, but Driver later becomes available for said Ride, Driver is obligated to notify Fare-cle LLC 24 hrs prior to scheduled time of Ride or transfer payment of Fare to the substitute.

FARE-CLE, LLC

DRIVER

Signature

Signature

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____