

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into by and between Campus Connect, LLC (“Company”) and the individual identified below (“Contractor”).

Recitals

WHEREAS, Company is in the business of providing a digital network to connect users of the Campus Connect mobile app (“Riders”) to drivers qualified by the Company to provide prearranged rides through such app;

WHEREAS, Contractor wishes to contract with the Company for the purpose of providing prearranged rides to Riders.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth in this Agreement, which Contractor acknowledges to be good and sufficient consideration, the parties to this Agreement hereby agree to the following:

Agreement

1. Nature of Contractor Relationship.

(a) Company shall engage Contractor to provide prearranged rides to Riders (“Services”) through the Campus Connect mobile app (“App”). On an as-available basis, Contractor may accept requests for Services through the App, as requested by Riders from time to time. Contractor agrees to provide Services in accordance in the Driver Code of Conduct [www.campusconnectonline.com] (the terms of which are fully incorporated herein by reference) and in accordance with all applicable motor vehicle laws and regulations. Contractor represents and warrants that he/she (i) meets all of the driver suitability and insurance criteria set forth in the Driver Code of Conduct [www.campusconnectonline.com], (ii) has provided Company with true and accurate information required by Company for the purposes of background and safety screening, and (iii) will provide Company with all information that Company reasonably requests from time to time for purposes of setting Contractor up with a user account on the App and to verify continued eligibility to provide Services including, without limitation, changes of address, insurance policy renewals and motor vehicle registration information.

(b) Contractor shall serve as an independent contractor in the performance of all Services under this Agreement. Nothing contained in this Agreement shall in any way be construed to give rise to an employment relationship between Contractor and Company.

(c) Contractor shall be solely responsible for providing and maintaining his/her own motor vehicle used for providing the Services.

(d) Contractor understands and agrees that, as an independent contractor, Contractor shall not be eligible to participate in, or receive benefits under, any Company employee benefit plan including, without limitation, any employee pension or retirement plan, 401(k) plan, health plan, life insurance plan, vacations, holidays, etc.

(e) Any expenses incurred by Contractor in providing Services hereunder including, without limitation, gasoline or insurance, shall be the Contractor's responsibility.

2. Compensation.

(a) On behalf of Contractor, Company shall charge and collect fares for Services provided to Riders through the App. Company shall remit to Contractor 60% of the fares collected on Contractor's behalf and shall retain 40% as reimbursement for Company's administrative and overhead costs in operating the App. Fares shall be deemed collected by Company when they are actually received in a Company bank account. Should a Rider's primary payment method identified in the App be declined, Company shall use reasonable efforts to secure a backup payment method from such Rider. Company shall remit payment Contractor's portion of the collected fares on a weekly basis. In addition to the fare charged for the Services, Rider may, but are not required to, provide a gratuity through the App. Company shall remit 100% of all gratuities collected on Contractor's behalf to Contractor at the same time and in the same manner in which Company remits to Contractor's portion of collected fares.

(b) Contractor's compensation under this Agreement is not subject to withholding for federal, social security, state or local taxes. Contractor further understands that Contractor may be liable for self-employment (Social Security & Medicare) tax, in accordance with applicable law. Contractor agrees that all taxes and other legally required payments and any insurance required by law shall be the Contractor's sole responsibility. Contractor represents and warrants that Contractor has complied with all applicable federal, state, and local laws regarding business permits, licenses and certifications that may be required to carry out work to be performed under this Agreement and agrees that Contractor shall maintain in good standing all licenses and insurance necessary for Contractor's performance hereunder.

3. Insurance and Indemnification. Except as may be required under state law to operate as a transportation network company, Contractor acknowledges that Company does not required to maintain any comprehensive worker's compensation, general liability, or other insurance on behalf of Contractor and that it is Contractor's sole responsibility to obtain and keep in force such insurance as Contractor determines appropriate. Contractor hereby agrees to defend, indemnify and hold harmless Company and all of its shareholders, directors, officers, employees, agents, successors and assigns, from any and all injuries, losses, claims and damages (collectively "liabilities") to any person or property, and all costs and expenses, including without limitation attorneys' fees, and any other liabilities incurred by any of the foregoing as a result of any liabilities that arise, at least in part, from an act or omission of Contractor, including without limitation any failure by Contractor to meet Contractor's responsibilities hereunder.

4. Term of Agreement. Upon submission of Contractor's application and execution of this Agreement, Company shall commence all necessary background checks and driver screening. Upon successful completion of such background checks and driver screening, Company shall provide Contractor will a fully signed copy of this Agreement and shall notify Contractor when his/her account has been activated. This Agreement shall continue in effect until terminated by Company or Contractor according to the terms of this Agreement. Contractor agrees that should Contractor decide to terminate this Agreement, Contractor will give Company at least two (2) weeks advance written notice of termination. Contractor is not required to provide any Services during the two-week notice period. Should Contractor discontinue using the App and providing Services for a period of [16] weeks or more, Company may de-activate Contractor's account and terminate this Agreement. Company may suspend

or de-activate Contractor's account, in its sole discretion, with or without notice, in the event of any reported conduct or occurrences that violate the Driver Code of Conduct [www.campusconnectonline.com] or violation of the App's Terms of Use [www.campusconnectonline.com]

5. **Use of the App.** Use of the App in connection with providing the Services shall be governed by the Term of Use [www.campusconnectonline.com] (the terms of which are incorporated herein by reference).

6. **Confidentiality.** Contractor shall refrain from directly or indirectly disclosing to any third party, or using for any purpose other than for the direct benefit of Company or Rider, any Confidential Information during Contractor's engagement under this Agreement. As used in this Agreement, the term "Confidential Information" shall mean matters of a technical nature, such computer software or product research and designs, and matters of a business nature, such as Rider contact information or Company's business plans, and any other proprietary information, whether communicated orally or in writing or other tangible form, concerning how Company operates its business. The parties to this Agreement recognize that Company has invested considerable amounts of time and money in attaining and developing the Confidential Information and any unauthorized disclosure or release of such Confidential Information in any form would irreparably harm Company and/or a Rider.

7. **Waiver.** A waiver of any of Contractor's obligations under this Agreement shall be ineffective unless it is set forth in writing and signed by Company's President.

8. **Assignment.** Company's rights and obligations under this Agreement shall inure to the benefit of and be binding upon Company's successors and assigns. Any successor or assignee of Company is authorized to enforce the restrictive covenants of this Agreement as if the name of such successor or assignee replaced Company throughout this Agreement. Since this Agreement is personal to Contractor, Contractor's obligations under this Agreement may not be assigned or transferred to any other person.

9. **Notices.** Any notices to be given under this Agreement shall be deemed given if in writing sent by certified mail, return receipt requested, to Company at its corporate offices and to Contractor at Contractor's last known address in Company's company files.

10. **Severability.** If any provision of this Agreement is declared invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect and shall be construed in a fashion which that meaning to all of the other terms of this Agreement.

11. **Choice of Law; Consent to Jurisdiction.** This Agreement is executed and delivered in the State of New Hampshire, and this Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to the conflict of laws rules thereof, for all purposes and in all respects. Any suit for the enforcement of this Agreement shall be brought in the courts of the State of New Hampshire or any federal court sitting in the State of New Hampshire and each party hereto consents to the exclusive jurisdiction of each such court. Each party hereto hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit was brought in any inconvenient forum.

12. Survival. The parties' obligations under this Agreement that by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive such termination, cancellation or expiration of this Agreement.

13. Entire Agreement. This Agreement represents the complete agreement among the parties hereto with respect to the transactions contemplated hereby and supersedes all prior written or oral agreements and understandings. This Agreement may not be amended or modified, and no provision hereof may be waived, without the written consent of both Contractor and Company's President.