

Framework Cooperation and Transportation Services Agreement

(hereinafter the “**Partner Agreement**”)

by and between

[Name of LSP] [registered business address]

- hereinafter referred to as „Partner“ -

and

Blacklane GmbH, Feurigstr. 59, 10827 Berlin, Germany

- hereinafter referred to as „Blacklane“ -

- Partner and Blacklane hereinafter also referred to as a “Party” and together, the “Parties” -

Preamble

WHEREAS:

- (1) Blacklane operates a global online platform and applications (“apps”) for mobile devices to arrange for professional driver services (“**Services**”) for its customers and/or passengers (“**End Customers**”) (currently in over 50 countries). Blacklane itself does not, directly or through third-parties, provide any Service to End Customers. Instead, Blacklane’s service (and thus Blacklane’s responsibility) is limited to the arranging of the Services, which are provided to End Customers directly by professional Service providers (“**Partners**”) selected by Blacklane, all as set out in greater detail in Blacklane’s general terms and conditions (“**Terms and Conditions**”), which, in their then-current version, are available on Blacklane’s website (www.blacklane.com/en/terms) .
- (2) Partner is operating a Service business consisting of its own vehicles and drivers.
- (3) Partner and Blacklane desire to enter into this Partner Agreement to describe in detail the scope and nature of the Service that Partner will provide to End Customers.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Contractual Setup and Independent Contractor Status

- 1.1 This Partner Agreement shall set forth all rights and obligations between the Parties hereunder, including, but not limited to the contents of Transportation Contract(s) (as defined in 1.2 below) to be entered into on the basis of the Partner Agreement.
- 1.2 Blacklane neither acts as an agent nor as a representative of End Customer. Rather, Blacklane arranges in its own name but for the account of End Customer an entitlement to the Service to be provided to End Customer by an independent Partner of Blacklane. For each booking request by End Customer, Blacklane concludes a contract regarding transportation services (“**Transportation Contract**”) with the Partner which shall inure to the benefit of End Customer. For details of the Transportation Contract please refer to Section 2 below. As a consequence, End Customer shall, as a third-party beneficiary to the Transportation Contract, be entitled to demand the Service and all other (primary or secondary) claims arising therefrom directly from Partner.

- 1.3 Partner is an independent contractor, engaged in an independent business with a significant share of business partners other than Blacklane, and is not an employee, agent or joint venture partner of Blacklane. Partner shall not hold itself out to the public as an employee, agent, or joint venture partner of Blacklane. No workers' compensation, unemployment, disability or other insurance has been or will be obtained by Blacklane on account of Partner or its employees and/or drivers. Partner agrees to be treated as an independent contractor for all employment purposes. Therefore, no payroll deductions for employment taxes or insurance of any kind shall be paid by Blacklane for or on Partner's behalf or withheld from any payment to Partner. Payroll deductions, employment taxes and insurance which are the subjects of this paragraph include but are not limited to the Federal Insurance Contributions Act (FICA) as applicable in the U.S., and/or other applicable laws in other jurisdictions, federal, state and local income tax withholding, state disability insurance, state unemployment insurance, and workers compensation insurance. Partner shall not make any representations or commitments on Blacklane's behalf or have any authority to bind Blacklane.

2. Transportation Contract

- 2.1 Conclusion: Blacklane makes available End Customer's Service request ("**Request**") over an App for mobile devices ("**Driver App**"), the Blacklane online portal for Partners ("**Partner Portal**"), via the distribution partner, third-party provider portals (each a "**Driver Tool**", together "**Driver Tools**") or by any other means. The acceptance of a Request by Partner over a Driver Tool is only a contractual offer by Partner to Blacklane for the conclusion of a Transportation Contract. A binding Transportation Contract regarding the specific Service is concluded once and only if Blacklane accepts Partner's offer by sending to the Partner a ride assignment via the Driver Tools or the Driver App or by any other means.
- 2.2 Contents: Partner affirms to provide the offered Service to End Customer subject to the terms and conditions set forth hereunder as well as subject to the Terms and Conditions, or, if and when Blacklane issues Partner-specific terms and conditions ("**Partner Terms and Conditions**"), such Partner Terms and Conditions, which shall then apply to Partner and the Service offered by Partner in lieu of the Terms and Conditions. Details of the Service, such as date, time, pickup, drop-off, pax number, vehicle category/class, pickup sign information and logo, End Customer name, End Customer mobile, flight or train number if applicable, reference number if applicable, End Customer's booking comments (e.g. child seat or wheel chair) if applicable, will be indicated in the Request and become part of Partner's obligations with the acceptance of Partner's contractual offer by Blacklane. Subject to 2.6 below, Partner affirms to accept rides only on the condition that it can properly fulfil and comply with End Customer's booking comments (e.g. child seat or wheel chair), if any. Partner will provide the Service according to local regulations and Blacklane's quality and safety standard.
- 2.3 Cancellations, Changes to bookings, No Shows and Delays: End Customer may declare its desire to cancel the requested Service. Such declaration shall be deemed a cancellation of the respective Transportation Contract by Blacklane. A cancellation of the Transportation Contract shall only be permissible free of charge in the timeframe and under the circumstances identified in the Terms and Conditions or the Partner Terms and Conditions, as the case may be. The same applies to changes to bookings, no shows and delays.
- 2.4 Transportation Safety: Partner shall only provide the Service if a safe transportation can be guaranteed. If such guarantee cannot be given by Partner (e.g. too high number of passengers or luggage, animals without safe-keeping equipment, transportation of a child without respective seat(s), etc.), Partner shall not perform the specific Service and may reject the Service towards the End Customer and should, by furnishing adequate proof or documentation (e.g. photo) to substantiate a rejection, contact Blacklane Customer Care to find a solution for the End Customer. Only if End Customer has not specified in advance such special requirements in the Request shall Partner be eligible for full remuneration.

- 2.5 Changes in Requests: If End Customer demands a stopover or new, not yet communicated drop-off location which is significantly further away than the drop-off location booked initially or extends the booked hours significantly, Blacklane will charge End Customer for the additional distance or hours and will compensate Partner as further described under Section 9 below. Adequate proof or documentation (e.g. GPS data, photo) for such a stopover or new drop-off location shall be furnished by Partner upon Blacklane's request.
- 2.6 Non-performance or Delays by Partner: If Partner does not perform the Service as requested or set forth hereunder, for example if Partner is not at the agreed pickup point at the agreed time, End Customer may directly assert any and all statutory claims pursuant to applicable law including but not limited to replacement, reimbursement, damages, etc. Partner shall reimburse Blacklane for cost exceeding the agreed remuneration (between Blacklane and End Customer) as well as for potential additional outlay and allowance for special expenditure. In addition, the Service provided shall be subject to the terms and conditions as set forth in the overview of incident types and consequences, available at the Partner Portal, in its then current version and pursuant to any updates or revisions Blacklane may provide to Partner from time-to-time during the Term.
- 2.7 Lost Property of End Customer: Partner shall, subject to 10.1 hereunder, immediately notify Blacklane by email and by phone of any property lost by End Customer in Partner's vehicles along with the booking number and a short description of the item (including a photo), and make all necessary arrangements for directly returning the property to the address designated by End Customer at End Customer's cost.
- 2.8 Liability: Statutory liability shall apply to any breach or misconduct by Partner.

3. Legal, Regulatory and Insurance Requirements

- 3.1 Partner represents, warrants and covenants that it complies and will continue to comply with all applicable national, local, trade, labour, employment, working time, consumer protection, data protection, tax and other laws, regulations and codes of practice (including any directly applicable EU legislation, if any) which affect the performance of this Partner Agreement in any way including, but not limited to those relating to professional driver services, registration of vehicles, driving hours and standards of vehicle safety and that it shall obtain all insurance coverage required, necessary and reasonably expected for the operation of Partner's business, vehicles (including its drivers) and the provision of the Service.
- 3.2 Partner shall, at its own cost, submit all applicable certificates, licenses and other documentation confirming compliance with this clause 3 to Blacklane upon conclusion of this Partner Agreement and within 24 hours of a request by Blacklane. Partner shall immediately inform Blacklane about any revocation or discontinuation of any permit(s), license(s) and/or insurance(s), be it temporary or permanent, and will cease to perform the Service immediately, if necessary. If Partner fails to timely provide a copy of the documentation when so requested, then Blacklane may terminate this Partner Agreement immediately.

4. Vehicle Requirements

- 4.1 Partner must use only vehicles duly registered in the Driver Tools, publicly registered, authorized and licensed for the provision of the Services to End Customers.
- 4.2 The vehicles shall be smoke-free, clean, with clean windows and be equipped with the necessary and appropriate safety and/or technical equipment, i.e. first aid kit, working fire extinguisher, warning triangle, seat belts for each passenger, etc. as required nationally or regionally.
- 4.3 All vehicles must be serviced and receive scheduled maintenance checks in accordance with the manufacturer's recommendations and ensure compliance with local road traffic regulations.

5. Driver Requirements

- 5.1 Partner must task only drivers duly registered in the Driver Tools and who are appropriately qualified, licensed, experienced, sufficiently cleared by criminal background checks (if required by local law), capable of performing the Services hereunder and fully comply with any and all requirements by Blacklane. It is being recommended that drivers undergo a regular safety training.
- 5.2 Partner shall advise drivers to be dressed in accordance with the dress code recommendations as set by Blacklane.

6. Blacklane Guidelines

Partner shall co-operate actively and in good faith with Blacklane in relation to Blacklane's Quality Standard, Emergency Procedures and Safety Guidelines available at the Partner Portal in its then current version and pursuant to any updates or revisions Blacklane may provide to Partner in writing from time-to-time during the Term ("**Guidelines**"), which are intended to raise the general safety and quality standards enjoyed by the End Customers, and shall take all measures necessary to ensure that its vehicles and drivers are in compliance with the Guidelines. Further, Partner shall permit any employee of or consultant appointed by Blacklane to carry out any inspection, audit or risk assessment of Partner's site of business, offices, any pick-up or drop-off location and vehicles in relation to compliance with Sections 3, 4 or 5 hereunder. Where recommendations relating to Sections 3, 4 or 5 are made as a result of any of the above, Partner shall implement such recommendations within mutually agreed timeframes. If Partner fails to implement any such recommendations within the agreed timeframe, then Blacklane may terminate this Partner Agreement immediately.

7. Non-Solicitation of End Customers; No Collusion on Prices

For the term of this Partner Agreement and a period of six (6) months thereafter, Partner shall refrain from (i) actively or passively enticing away any End Customer who has booked the Service via Blacklane and/or (ii) actively or passively soliciting such End Customer to book the Service directly, e.g. by handing out own business cards, leaving Partner's own business cards in the vehicle or by referring to more favourable conditions of the Partner's business). Partner shall, for the term of this Partner Agreement, refrain from directly or indirectly colluding, or explicitly or implicitly agreeing, or otherwise (silently or not) coordinating with other Partner(s) of Blacklane on the remuneration for the individual Services. Partner shall further refrain from contacting any End Customer at any point in time during and after the term of this Partner Agreement, save for the purpose of performing Partner's Service hereunder. In the event of a breach of this Section 7, Section 11.4 shall apply.

8. No Subcontracting, Responsibility for Partner's Drivers

- 8.1 Partner shall not subcontract the provision of the Service hereunder or assign or transfer any obligations in connection therewith to a third-party provider of professional driver services or to any other third party without Blacklane's prior written consent (e-mail or via Driver Tools sufficient) which may be withheld anytime at Blacklane's sole and unfettered discretion.
- 8.2 Partner shall inform, train, coach and instruct, to the extent necessary and required to perform the Services hereunder, the employees and/or drivers of the obligations and the terms and conditions as set forth hereunder. Partner shall be fully responsible and liable for any breach of this Partner Agreement by any of its employees and/or drivers and/or any third-parties to which Partner has subcontracted the provision of the Service hereunder or otherwise assigned or transferred any obligations in connection therewith, be it with or without Blacklane's prior written consent, and share all relevant updates from Blacklane with them.

9. Remuneration

- 9.1 Blacklane will remunerate Partner for the Service subject to the terms and conditions hereunder. The remuneration is not calculated on a fixed basis, but is agreed on a case-by-case basis as the result of an automated offer process if not individually agreed otherwise. Remuneration shall be all inclusive, i.e. it shall include all possible road tolls, bridge tolls, airport tolls, parking fees, baggage fees, additional passenger fees, driver gratuity, tips, fares, fees, or any other similar charges.
- 9.2 For changes in Requests (see Section 2.5 above), Blacklane will remunerate Partner proportionally based on the remuneration for the initial Request.
- 9.3 Blacklane informs Partner on a regular basis about the accrued remuneration for the Services and will issue Partner a self-billed-invoice. If Partner fails to inform Blacklane of any deemed or alleged inconsistencies within 5 (five) business days after receiving such self-billed invoice, the self-billed-invoice shall be deemed accepted by Partner.
- 9.4 Any outbound payment transaction fees for payment to Partner shall be borne by Blacklane, any inbound payment transaction fees for receiving Blacklane's payment by Partner shall be borne by Partner. Any additional fees charged to Blacklane by the banks for returning the payments (e.g. due to invalid account information), shall be borne by Partner.
- 9.5 Blacklane may subject remuneration to a quality- and/or loyalty-based pricing and/or on time guarantee system applicable to the Services to be provided hereunder. Blacklane further reserves the right to adjust the remuneration for delay and/or improper performance of the Services by Partner or the breach of obligations of this Partner Agreement or the Transportation Contract, subject to the conditions as set forth in the overview of incident types and consequences, available at the Partner Portal, in its then current version and pursuant to any updates or revisions Blacklane may provide to Partner from time-to-time during the Term. Blacklane may further withhold and/or retain remuneration for the duration of the investigation of potential irregularities and/or fraud suspicions in relation to any bookings or rides until such investigation have been finally closed and further reserves the right to adjust remuneration based on the outcome of such investigation and/or to offset the remuneration against any losses or damages arising from such irregularity and/or fraud.

10. Confidentiality and Nondisclosure

- 10.1 Blacklane provides Partner with confidential – even if not explicitly labelled as confidential – data, information or documents in oral, written and/or other form. Confidential information includes especially all economic, business, technical, financial or other information disclosed by Blacklane which is not publicly available or contained in property of End Customer accidentally left in the vehicle and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of Blacklane. In particular, the following information shall be deemed confidential information:
- The name, phone number, email address, contact data, pick-up or drop-off locations or identity of End Customer, passenger(s), or event(s) and all information related to the respective business of the End Customer or of the passenger(s) that are not publicly available.
 - All information regarding Blacklane, especially information regarding the assignment mechanism, its pricing policy, its partners and its strategic intentions including any technical means in which such information may be incorporated.
- 10.2 Partner will not disclose any confidential information to any third parties. Third parties are all persons either directly related to this Partner Agreement or institutions of the Parties or one of its parent companies,

subsidiaries, or sister companies. The disclosure of confidential information is only permitted within the applicable legal framework.

- 10.3 Partner will use the confidential information only within the necessary and appropriate purpose of this Partner Agreement. Partner agrees to respect and preserve the confidentiality of the information.
- 10.4 In addition, Partner shall refrain to make use of or share any confidential information for its own purposes or those of another entity, e.g., to acquire customers or gain financial advantages.
- 10.5 The Parties acknowledge that any disclosure shall not confer on any intellectual property or other rights in relation to the confidential information.
- 10.6 In the event of a breach of this Section 10, Section 11.4 shall apply.

11. Press Release and Non-Disparagement

- 11.1 The Parties shall have the right to publish a mutually approved press release and/or blog post announcing their cooperation pursuant to this Partner Agreement (hereinafter the "Press Release"). In this case, the international master version of the Press Release shall be written in English language and shall be mutually adopted by both Parties as final in writing (e-mail sufficient) prior to its release, such adoption not to be unreasonably delayed withheld by either Party.
- 11.2 In addition to the English master version of the Press Release each Party may, at its own sole discretion cost and expense, publish a translation of the Press Release in other languages than English, it being understood and agreed, however, that (i) the Parties shall hire the services of a professional and reputable translation service for this purpose and (ii) such translation (if any) must not deviate in form, meaning or any other aspect whatsoever (except the language itself) from the English master version of the Press Release. The exact release dates and times of the Press Release shall be mutually agreed upon in writing (e-mail sufficient) by both Parties with sufficient time in advance.
- 11.3 For the term of this Partner Agreement and a period of six (6) months thereafter, Partner shall, especially in case of any incidents or accidents while performing a Service, refrain from contacting the press, governmental or any other public authorities and/or officials, or from releasing public statements or making publicly available comments, including over social media, or otherwise from doing anything that is intended or would reasonably be expected to disparage, harm Blacklane or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to Blacklane. Partner shall hereby remain unrestricted to access the judicial courts for the enforcement of its legal rights hereunder or to respond to official orders by operation of law or statute or court or regulatory body in which case Partner agrees to notify Blacklane promptly in writing (e-mail sufficient). Partner shall further refrain from contacting any End Customer at any point in time during and after the term of this Partner Agreement, save for the purpose of performing Partner's Service hereunder.
- 11.4 IN CASE OF A BREACH OF SECTION 7, SECTION 10 OR THIS SECTION 11, (I) BLACKLANE SHALL BE ENTITLED TO IMMEDIATELY REMOVE PARTNER FROM THE PARTNER PORTAL OR THE DRIVER TOOLS, TO TERMINATE THIS PARTNER AGREEMENT AND TO REASSIGN ALL OUTSTANDING BOOKINGS TO ANOTHER PARTNER, ALL WITH IMMEDIATE EFFECT AND (II) PARTNER SHALL BE LIABLE FOR PAYMENT OF A CONTRACTUAL PENALTY IN THE AMOUNT OF EUR 1,000 (ONE THOUSAND) FOR EACH BREACH. IN THE EVENT OF A CONTINUED VIOLATION, THE CONTRACTUAL PENALTY SHALL BE DUE FOR EACH STARTED CALENDAR MONTH. THE CONTRACTUAL PENALTY SHALL BE THEN LIMITED TO EUR 5,000 (FIVE THOUSAND). NOTWITHSTANDING THE FOREGOING, BLACKLANE RESERVES THE RIGHT TO ASSERT FURTHER DAMAGE CLAIMS AND ANY OTHER APPLICABLE STATUTORY AND/OR CONTRACTUAL CLAIMS RESULTING FROM SUCH BREACH OF CONTRACT (E.G., INJUNCTIVE RELIEF, ETC.). IF BLACKLANE CLAIMS DAMAGES, THE CONTRACTUAL PENALTY ALREADY

PAID SHALL BE SET OFF AGAINST SUCH CLAIM. BLACKLANE FURTHER RESERVES THE RIGHT TO SET OFF THE CONTRACTUAL PENALTY SET FORTH HEREIN WITH ANY REMUNERATION TO BE PAID TO PARTNER HEREUNDER.

12. Brand Promotion

- 12.1 Should Partner wish to portray, market and promote Blacklane's services on its website, it agrees to do so in the best possible manner, provided that explicit prior written consent by Blacklane has been given which consent may be withheld anytime by Blacklane at Blacklane's sole unfettered discretion, and in close consultation with Blacklane.
- 12.2 Partner hereby agrees to strictly refrain from brand bidding on the brand / keyword "Blacklane" in any kind of search engine marketing (SEM).

13. Intellectual Property Ownership

- 13.1 Each party acknowledges that all Intellectual Property Rights and any other proprietary rights in any materials (including, without limitation, and any and all trademarks, graphics, texts, advertising materials, press releases, reports, studies, databases, lists, data or other material) provided by the other party to it under this Partner Agreement shall at all times vest in and be the absolute property of that other party or its licensors, as appropriate.
- 13.2 Blacklane acknowledges that all Intellectual Property Rights and any other proprietary rights in and to Partner's platforms, systems and services shall at all times vest in and be the absolute property of Partner and/or its licensors, as appropriate.
- 13.3 Partner acknowledges that all Intellectual Property Rights and any other proprietary rights in and to Blacklane's platforms, systems and services, including but not limited to the Partner Portal, the Driver App and the Driver Tools, shall at all times vest in and be the absolute property of Blacklane and/or its licensors, as appropriate.
- 13.4 Subject to Blacklane's explicit prior written consent which consent may be withheld anytime by Blacklane at Blacklane's sole unfettered discretion, Blacklane shall then grant Partner for the term of this Partner Agreement, a limited, non-transferable, non-exclusive, revocable worldwide license to use the Blacklane's trademarks for the purposes of this Partner Agreement and to use the Partner Portal, Driver App and Driver Tools, awards (e.g. "Driver of the Month") or memberships (e.g. "Partner Prestige Club") in order to promote its company and services and to otherwise enable Partner to perform its obligations and exercise its rights under and in accordance with this Partner Agreement, subject to the following:
- (a) Partner shall use, integrate, technically, or otherwise, embed and implement Blacklane's trademarks in the form provided by Blacklane and in compliance with Blacklane's brand guidelines, style guides or other quality control standards in its then current version or in the form Blacklane may provide to Partner in writing from time-to-time during the Term;
 - (b) Partner shall refrain from applying for, or obtaining, registration of any trade or service mark which consists of, or comprises, or is confusingly similar to, Blacklane's trademark;
 - (c) Any use of the trademark other than for the purposes of this Partner Agreement, as set forth herein, shall be subject to a separate agreement by the Parties.

14. Transmission of Traffic and Location Data

PARTNER HEREWITH EXPRESSLY CONSENTS TO THE TRANSMISSION OF TRAFFIC, LOCATION AND GEOGRAPHICAL INFORMATION, BY WAY OF GPS OR OTHERWISE, REGARDING THE POSITION OF PARTNER OR PARTNER'S VEHICLE OR THE DRIVER TO BLACKLANE AND TO THE END CUSTOMER (VIA THE PARTNER PORTAL, DRIVER TOOLS AND THE APP FOR MOBILE DEVICES). Partner commits itself to notify and receive consent of each individual driver it employs or retains to provide the Services hereunder. Partner agrees that the data may be used for quality management and location-based services, such as short-term ride requests in close proximity.

15. Exclusivity

This agreement is non-exclusive. Partner has the right to cooperate with other ground transportation suppliers in the same way as with Blacklane under this Partner Agreement, and vice versa, Blacklane has the right to supply its services to any third party, at its own sole discretion.

16. Term and Termination

- 16.1 The term of this Partner Agreement shall commence on the date of both Parties' signature of this Partner Agreement (the "**Effective Date**") and continue for an indefinite period of time.
- 16.2 The Partner Agreement may be terminated by either Party at any time and without any restriction as to the form of the termination notice, including via the Partner Portal or the Driver Tools.
- 16.3 Each Party's right to terminate this Partner Agreement with immediate effect and for important cause (material breach) shall remain unaffected.
- 16.4 Partner shall nevertheless provide the Service for any Requests still outstanding at the time of termination in accordance with the terms and conditions hereunder.

17. Limitation of Liability, Indemnification

- 17.1 Blacklane shall be liable to Partner for whatever reason for damages caused by bad intent or gross negligence. Blacklane shall not be liable for simple negligence save for the culpable breach of a material contractual obligation or for bodily harm or death. A material contractual obligation shall be deemed an obligation only the fulfilment of which renders a due performance of this Partner Agreement possible and Partner usually trusts and may trust in its fulfilment by Blacklane. In the event of a negligent breach of a material contractual obligation, Blacklane shall only be liable for foreseeable contractually typical damages. The provisions under this Section 17.1 shall also apply to the benefit of employees, freelancers and agents of Blacklane. Statutory provisions under product liability laws (if any) shall remain unaffected. Any further claims shall be excluded.
- 17.2 Partner shall indemnify and hold harmless Blacklane (including without limitation all Blacklane's affiliates) and any of their respective directors, officers, employees and agents (each a "**Blacklane Indemnified Party**") from and against any and all claims, losses, liabilities, damages, fines, penalties, settlements, expenses, and costs (including attorneys' fees, arbitration and court costs) incurred or suffered by a Blacklane Indemnified Party in connection with any third party claim, suit, demand, action, or investigation brought against a Blacklane Indemnified Party directly or indirectly arising out of or relating to Partner's breach (or a claim that, if true, would be a breach) of this Partner Agreement, including, but not limited to third party claims or suits relating to traffic accidents in which Partner was involved and any results thereof.

18. Force Majeure

Either Party shall be excused from any delay or failure in performance hereunder ensued by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, epidemics, flood or tidal waves, explosions, fires, lightning, earthquakes, hurricanes, wars, riot, civil disturbances, casualty, strikes, lockout, labor disputes, civil disturbance, act of public enemy, embargo, war, terrorist act. Notwithstanding the foregoing, a change in economic conditions or technology, traffic conditions or traffic jams shall not be deemed a force majeure. The Party's excuse due to suffering force majeure as set forth hereunder shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of delay. In the event that such cause subsists for 6 months or more, either Party shall have the right to terminate this Partner Agreement with immediate effect.

19. Offsetting and Retention right

Blacklane reserves the right to set off any claims against any Blacklane's counterclaims arising hereunder or to withhold or retain payment of claims due to any outstanding counterclaims on the part of Blacklane.

20. Final Provisions

20.1 This Partner Agreement constitutes the entire understanding and agreement between the Parties and supersedes all prior representations, arrangements, understandings and agreements between the Parties hereto relating to the subject matter hereof.

20.2 No amendment or modification to the Partner Agreement shall be valid unless it is made in writing and it is signed by a duly authorized representative of each Party. Notwithstanding the foregoing, Blacklane may propose amendments or modifications to the Partner Agreement and notify the Partner accordingly (notification via Driver Tools or e-mail sufficient). Such amendments or modifications shall be deemed accepted by Partner ten (10) business days after the date of notification, unless Partner objects to them in writing (e-mail sufficient). In such case of objection, Blacklane reserves the right to immediately remove Partner from the Partner Portal and the Driver Tools, entitling Blacklane to terminate this Partner Agreement and reassign all outstanding bookings to another Partner, all with immediate effect.

20.3 Should a term of this Partner Agreement or a part thereof be or become ineffective, the validity of the remaining terms of this Partner Agreement shall remain unaffected. The Parties agree to replace such ineffective term, if any, by a valid term that comes closest to the legal and economic intention of such ineffective term.

20.4 This Partner Agreement shall be governed and construed in accordance with German law excluding the rules of conflict of laws and excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Any legal disputes arising in conjunction with this Partner Agreement shall be settled and decided under the exclusive jurisdiction of the German courts. To the extent permissible by law, Berlin shall be the exclusive venue of jurisdiction.

_____, _____
place date

Berlin, Germany, _____
date

Partner
Name: _____
Position: _____

Blacklane
Dr. Jens Wohltorf
Co-founder & CEO

BLACKLANE

This

Partner Agreement

has been agreed by

the contractor (e-mail address, to be prefilled)

on (date & time, to be prefilled).