

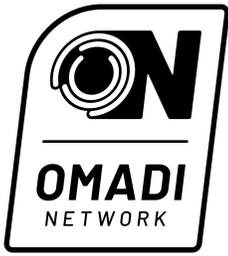
3451 Triumph Blvd, STE 650  
Lehi, UT 84043  
801.800.8250

## TERMS AND CONDITIONS OF INDEPENDENT SERVICE PROVIDER AGREEMENT

These terms and conditions for the services provided by you as the same may be requested by Omadi, Inc. (“**Omadi**”) pursuant to a then current services addendum (the “**Services**”), constitute a component of the agreement between Omadi and your corporation, limited liability company, partnership, sole proprietorship or other form of business entity or you individually, as applicable (in each case, “**You**” or “**Your**”), and govern the provision of the Services by You. Your agreement with Omadi in its totality is referred to as the “**Service Contract**”, and consists of these terms and conditions, the online application documents, Omadi’s policies and procedures relating to the Services, the services addendum and the rate schedule that relates to various Services that You may provide, each of which is hereby incorporated by reference into the Service Contract. You acknowledge that Omadi may modify the services addendum, the rate schedule and its policies and procedures from time to time by providing you written notice of such modification or change and that the services addendum, the rate schedule and the policies and procedures, as so modified, shall and will be incorporated by reference into the Services Contract, and shall replace and supersede the prior services addendum, the rate schedule or the policies and procedures, as applicable, upon its modification by Omadi. **BY ACCEPTING DISPATCHES AND ASSIGNMENTS FROM OMADI FOR SERVICES OR CLICKING “ACCEPT” ON THE WEBSITE OR THE ONLINE APPLICATION, YOU ARE AGREEING TO BE BOUND BY THE SERVICE CONTRACT, INCLUDING THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU SHOULD DECLINE THE DISPATCHES OR ASSIGNMENTS AND NOT CLICK “ACCEPT” ON THE WEBSITE OR ONLINE APPLICATION.**

**1. Authorizations. Operating in compliance with legal requirements is essential.** You represent and warrant that: (a) You and your employees, contractors, subcontractors and agents are, and during the provision of Services will remain, properly licensed, bonded as applicable and qualified in all applicable jurisdictions to offer and perform the Services; and (b) You and your employees, contractors, subcontractors and agents will comply with all applicable federal, state and local laws, rules, regulations and ordinances with operating Your business and offering, providing and being compensated for the Services, including without limitation with respect to laws relating to workers’ compensation, the Occupational Health and Safety Act and all state and local laws relating to occupational health and safety, the Americans with Disabilities Act and all state and local laws relating to the accommodation of persons with disabilities and all applicable consumer fraud and consumer protection laws. You agree to provide copies of necessary permits and licenses, as well as certificates of insurance and evidence of bonding, upon request. You acknowledge and agree that communications, including phone calls or “chat” services, with Omadi or its third party agents may be monitored or recorded and retained by Omadi. If You have contacted us through the use of a mobile phone, You consent to our use of cell phone data to locate where You are calling or texting from. You will not subcontract the Services to third parties without the prior authorization of Omadi.

**2. Policies and Procedures; Service Levels.** We require that You comply and keep up to date, and cause your employees, independent contractors, subcontractors and agents involved in offering or providing any of the Services to comply and keep up to date, with our policies and procedures and meet the agreed upon service levels set forth therein or in the services addendum. You agree to comply with Omadi’s policies and procedures, as provided to You in writing or made available on



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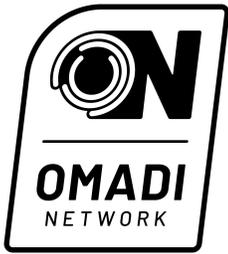
omadi.com/on-isp-policies-procedures/, which are subject to changes from time to time in Omadi's sole discretion.

**3. Confidentiality.** We require that you protect our confidential and proprietary information and our clients, customers and partners require that You protect their confidential and proprietary information. All data and information submitted by or on behalf of Omadi to You or otherwise in Your possession or accessible by You pursuant to provision of the Services, including all personal information such as the name, phone number, address, and VIN of the consumer who will receive the Services (whether such is our data and information or that of a client, customer or a partner, such data and information is referred to as "**Omadi Data**"), are and shall remain the property of Omadi and/or our customers or partners, as the case may be. You agree to keep the Omadi Data confidential and not to use any Omadi Data for any purpose other than strictly in connection with providing the Services. In addition, You agree that (a) the Service Contract, including these terms and conditions, our policies and procedures, the services addendum and the rates and rates schedule, as well as (b) training materials and other nonpublic materials provided by Omadi to You, are confidential and that You will not disclose or use any of the same other than strictly in connection with providing the Services without the prior written approval of Omadi. You will conduct appropriate background checks on the owners, employees, contractors and agents that have access to Omadi Data or provide service to Omadi's or any of our partner's customers. With respect to background checks, minimum acceptable standards are available at omadi.com/on-isp-policies-procedures/, which are subject to change from time to time.

#### **4. Fees; Payments.**

**(a)** We will pay you for Services you satisfactorily complete in accordance with our policies and procedures for such Services and these terms and conditions based on the rate for such Services as set forth in your then current rate schedule (the "**Charges**"). Subject to the limitations and conditions set forth herein and in Section 5.

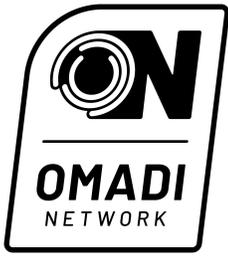
**(b)** Your rate schedule will be prepared by Omadi based in part from your proposed rates for the various Services, as initially provided by You in connection with your online application and as may later be changed or supplemented by You, and may be modified by Omadi at any time in its sole discretion upon written notification to You of the changes. You are under no obligation to accept our rate schedule and may decline to provide any of the Services at the rates provided in our rate schedule in effect from time to time, provided that your acceptance of any request, dispatch or assignment by Omadi to provide any Services shall constitute your acceptance of the then current rate shown for such Services on your rate schedule as then in effect and your obligation to provide such Services at such rate. All of Your obligations and services described in the applicable services addendum and Omadi's policies and procedures related to such Services are included in the Charges and no additional compensation shall be due to You other than the Charges unless specifically authorized by Omadi. You agree that You may not charge the consumer or any of Omadi's partners additional fees or charges for the Services unless specifically authorized by Omadi. Within 120 days of performing any authorized and requested Services, You must submit invoices to Omadi with the pricing detail and in a format and on the media in accordance with Omadi's policies and procedures. Invoices received after 120 days may be denied and shall not be due and payable at the discretion of Omadi. You agree to provide Omadi with supporting documentation and other information as reasonably requested to verify the accuracy of any invoice. Requests for additional payments and payment disputes must be submitted in writing within 60 days from Your receipt of payment on the original



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submitted request. Any payment by Omadi is without prejudice to either party's right to contest the accuracy of any Charges or paid amounts; provided that You must submit any claims related to amounts paid within 60 days from Your receipt of payment on the original submitted request. From time to time, Omadi may verify, check, monitor and audit the submissions it receives from You, including but not limited to mileage submissions, through the use of manual or computerized technology. Such verifications or audits may result in reduced payments to You based on, among other items, fewer allowed miles, incorrect rates or contested services. As used in the rate agreement or Service Contract, the term "miles" shall mean audited miles as verified by Omadi. Omadi reserves the right to deduct amounts or expenses owed by, or inappropriately submitted by, You against Charges that are otherwise payable to You. Omadi will provide You with notice of any set-offs and opportunity to contest; provided however, that You must contest any deduction or set-off within 60 days of receiving such notice. The exercise of this right of set-off shall not affect the parties' respective rights to other remedies under contract, at law or in equity.

**5. Dispute Resolution.** In the event of a disagreement, we will work with You to resolve the matter. In the event Omadi disputes any portion of an invoice submitted by You, Omadi may withhold payment of the amount subject to the dispute pending final resolution of the dispute; provided, Omadi shall continue to pay any undisputed amount when it becomes due and payable in accordance with the Service Contract. No failure by Omadi to identify a contested Charge or charges prior to payment of the invoiced amount shall limit or waive any of Omadi's rights or remedies with respect to the Charges. If any dispute, claim or controversy (including class arbitration) arises out of or relates to the Services or the Service Contract, You agree to the following dispute resolution procedure: (i) You must provide written notice to Omadi of the problem or dispute; in which case, Omadi agrees to use its reasonable efforts to contact You, by telephone, within seven business days to discuss the resolution of the matter in dispute; and (ii) if the parties cannot arrive at a mutually satisfactory solution within fourteen calendar days from the date of the discussion in clause (i) above, Your president, manager or owner shall send a written notice to Omadi stating that the dispute continues to be unresolved and requesting a telephone call within five business days of Omadi's receipt of notice to resolve the issue. Senior representatives of each party shall meet by phone in good faith to resolve the matter in dispute at a mutually agreed upon time and date within such five business days. Following such process, any dispute, claim or controversy arising out of or relating to the Service Contract, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, or relating to the Services, shall be settled by arbitration administered by a regional or national arbitration association in accordance with its rules for commercial arbitration, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Salt Lake City, Utah. The arbitration will be conducted by one arbitrator who is knowledgeable in commercial disputes and who is selected by mutual agreement of the parties or, failing such agreement, will be selected according to the arbitration association rules. Each party shall bear its own costs and expenses, and only the prevailing party shall be entitled to an award of reasonable attorney's fees. The provisions of this paragraph may be enforced by any court of competent jurisdiction. Notwithstanding anything in this Section 5 of these terms and conditions to the contrary, nothing in these terms and conditions shall prevent or prohibit either party from obtaining specific enforcement, temporary or permanent injunctive relief or other equitable relief from a court in lieu of or in addition to the resolution of any related claim or dispute pursuant to this Section 5 of these terms and conditions. You agree that by providing Services hereunder, You and

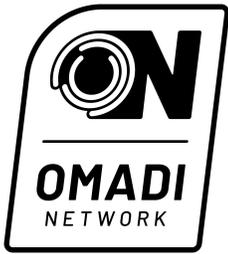


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Omadi are each waiving the right to a trial by jury or to participate in a class action. These terms and conditions evidence a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision.

**6. Claims and Damages; Indemnification; Insurance.** You are required to and shall indemnify Omadi, its successors and assigns and its officers, directors, employees, subcontractors, consultants, clients, customers, partners, representatives and agents against claims that occur during Your services and to maintain appropriate insurance as may be required by Omadi from time to time. In the event of a dispute between You and a consumer or third party based on damages to consumer or third party's vehicles or other bodily injury, property damage or personal injury, service disputes or related claims, You agree to promptly notify Omadi, and on a good faith basis cooperate with Omadi or its agents in resolving the matter. Omadi or its agents, on a good faith basis, may elect to make a determination on which party was at fault. Omadi shall notify You of the determination. To the extent You are determined at fault, and You fail to resolve the dispute with the consumer or other third party, Omadi is authorized to pay such party on Your behalf, and Omadi may subrogate the claim to Your insurance carrier or deduct such amount from any amounts otherwise due to You. To the fullest extent permitted by law, You agree to indemnify, defend and hold harmless Omadi, its successors and assigns and its officers, directors, employees, subcontractors, consultants, clients, customers, partners, representatives and agents, from and against any and all losses, damages, injuries (including death), causes of action, claims, penalties, demands and expenses, including reasonable legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from, any claim or allegation of a third party related to Your acts or omissions or those of Your officers, directors, employees, contractors, subcontractors, consultants, representatives or agents in connection with the Services, or from Your breach of the terms of the Service Contract, including but not limited to these terms and conditions. Except for third party claims and damages arising from a breach of confidentiality, neither party shall be liable to the other party for, nor will the measure of damages include, any indirect, special or consequential damages or amounts for loss of income, profits or savings. You agree to maintain insurance coverage with carriers acceptable to Omadi and in the amounts set forth in the policies and procedures, naming Omadi and, as may be required by Omadi, other third parties, as an additional insured. You agree to furnish to Omadi a certificate showing compliance with the insurance requirements prior to the provision of Services, and from time-to-time within 10 days of Omadi's request. The certificate will provide that Omadi and any third party added as an additional insured will receive at least 30 days' prior written notice from the insurer of any termination, reduction or other change in the amount or scope of coverage. Your furnishing of certificates of insurance or purchase of insurance shall not release or limit Your obligations or liabilities under the Service Contract. You will not enforce damage waivers that you may have with any of Omadi's, or of Omadi's partner's, clients and customers in connection with any Services you may provide except with respect to: (1) winching vehicles off road; (2) trunk lockouts that require drilling; and (3) damage that is unavoidable due to the accident scene or it is unavoidable to move vehicle without damage.

**7. Independent Contractors.** We are separate entities, and are not creating a principal/agency or partnership relationship. The parties intend to create an independent contractor relationship and nothing contained in the Service Contract, any and all rate schedules and service addendums, or in the provision of Services, shall be construed to make either You, or Omadi partners, joint venturers, partners, principals, agents or employees of the other. Neither party shall have any right, power or authority,



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express or implied, to bind the other. The parties agree that the Service Contract does not create any right of exclusivity for either party and no obligation exists on Your part to accept dispatch requests for Services from Omadi, and no guaranty exists on the part of Omadi to submit a minimum number of dispatches, assignments or requests for Services to You. Either or Omadi or You may terminate the Service Contract at any time without penalty, provided that the provisions of Sections 3, 4(b), 5, 6, 8 and 9, this Section 7, and, with respect to any unpaid Charges for Services completed satisfactorily by You prior to termination, Section 4(a), shall survive the termination of the Service Contract. You acknowledge that any forecasts which may be provided by Omadi regarding the number of dispatches that may be offered to You are good faith projections, are not binding obligations in any sense, will not be provided for Your use in making any capital investments, business expenses, work force additions, or expenditures of any kind or nature in reliance on the same and may not be attained for a number of reasons. Any capital investments, business expenses, work force additions, or expenditures of any kind or nature that You have made in anticipation of any volume to be generated will be made solely at Your risk and in no event and under no circumstances will Omadi be liable for any expenditures by You or on Your behalf.

**8. Waiver; Governing Law.** No term or condition of the Service Contract or of any document incorporated herein by reference, including any and all rate schedules and service addendums, shall be deemed waived and no breach shall be deemed excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach. The Service Contract, including these terms and conditions, shall be interpreted in accordance with and governed by the laws of the State of Utah.

**9. Conflicting Terms; Severability.** The Service Contract, including these terms and conditions, and all rate schedules and service addendums set forth the complete agreement of the parties with respect to the Services. In the event of a conflict between these terms and conditions and other terms set forth in the Service Contract, including any and all rate schedules and service addendums, the terms herein shall prevail. These terms shall take precedence over any inconsistent, conflicting, or additional terms or conditions contained in the Service Contract, including any and all rate schedules and service addendums. Omadi hereby notifies You of that it does not agree to other terms or conditions that You may supply, whether in conflict with, inconsistent with, or in addition to these terms and conditions. If any term or provision herein shall be contrary to law or shall be adjudged by any court or government agency of competent jurisdiction to be invalid, void or unenforceable, such term or provision shall be deemed deleted and the remaining provisions and any application thereof shall continue in full force and effect without such deleted provision.

**10. Publicity.** You agree that Omadi may use your name and any associated trademarks and logos on its website and in its marketing, advertising and promotional materials and mediums and you grant to Omadi such license and use rights as may be necessary to do so.