EvoLux Membership Agreement

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By indicating your agreement, you (hereinafter referred to as “Member") and EvoLux Transportation, LLC (“EvoLux”) as owner of the Software and Service and manager of the Program agree to the following terms and conditions relating to the services provided and consumed as follows:

1. SERVICES PROVIDED. EvoLux agrees to arrange for air transportation services for Member to be provided by aircraft operators holding air carrier certificates (“Air Carrier") authorizing them to provide on-demand, commuter, or scheduled air transportation services pursuant to Federal Aviation Regulations 14 C.F.R. Part 135 ("FAR Part 135"). EvoLux is not an aircraft operator or Air Carrier, and only provides membership services and arranges for travel service as agent for members on Air Carriers under the terms and conditions specified herein (“Program”). All travel arrangements are made according to customer-directed itineraries and flight requirements under the terms and condition, restrictions and limitations reflected herein. Upon payment of the Membership Fee as provided below, Member will be entitled to have EvoLux arrange the charter of an entire aircraft (“Single Member SkyPrivate Flight”) or Member may propose to other members, or accept from other members, a proposal for a potential shared flights (“SkyShare Flight”), which may then be arranged by EvoLux on behalf of the formed group, and access other benefits and privileges which are specified herein (“Service(s)”). EvoLux may provide access to flight reservation software including applications, websites, electronic social/commerce, marketplaces, and integrated communication tools (“Software”), which Member can access and use only as stipulated and limited under the terms and conditions of this Agreement.

2. APPOINTMENT OF EVOLUX TO ARRANGE TRAVEL. Member hereby appoints EvoLux as its authorized agent to (a) arrange at the request of Member for the provision of Single Member SkyPrivate Flights and SkyShare Flights with Air Carriers on behalf of Member and Member’s guest, (b) execute any and all documents in connection therewith on behalf of Member, and (c) take all actions necessary to coordinate such travel services on behalf of Member. In the performance of the Service(s) hereunder, EvoLux shall be the authorized agent for Member and shall not be acting nor deemed to be acting as an aircraft operator or Air Carrier. Member acknowledges and agrees that such Service(s) entered into on Member’s behalf by EvoLux shall bind Member.

3. REQUESTING FLIGHTS. Member will be responsible for requesting EvoLux's arrangement of flights using the Software or other method acceptable to EvoLux. Specific terms such as the costs, number of members sharing, type of aircraft, the origin, destination, and time shall be defined in the request or notice for any particular flight. It is Member’s sole responsibility to carefully verify all travel details when requesting a Single Member SkyPrivate Flight or proposing/requesting/joining a SkyShare Flight. Member acknowledges that any notice of a SkyShare Flight is only a notice of a proposed flight. Member shall be responsible for providing necessary information regarding any non-paying passengers invited by Member on a Single Member SkyPrivate Flight.

4. CONFIRMATION OF FLIGHTS. No flights, whether a Single Member SkyPrivate Flight or SkyShare Flight, shall be considered scheduled or confirmed until such time as EvoLux confirms in writing to Member, individually or as part of a formed member group that an Air Carrier has agreed to perform such flight (“Confirmation”). All flights may be subject to specific travel terms and conditions required by the Air Carrier, which shall be transmitted at the time of Confirmation (“Air Carrier Travel Terms and Conditions”). Such Air Carrier Travel Terms and Conditions shall be substantial similar to the sample air carrier travel terms and conditions attached hereto as Exhibit A. All departure times and flight routes are subject to, and may be altered by, conditions beyond the reasonable control of Air Carrier, including without limitation, by the unscheduled use of the aircraft, weather conditions and associated factors, FAA directives, air traffic control directives, governmental directives, force majeure, acts of war, terrorism, or any combination thereof.

5. MEMBERSHIP. The fee for Membership shall be FREE for one year (“Membership Fee”). There is no obligation for EvoLux to renew or extend membership privileges or service beyond the term of this Agreement. At its sole discretion, EvoLux may make promotional offers with different features and different rates to other members or potential customers. Differing promotional offers shall have no bearing whatsoever on this Agreement or service offering. Membership privileges, including arranging flights, taking flights. or using other services are solely available to Member, and cannot be lent, shared. transferred, leased or sold to any third party. While Member can invite non-paying guests to join them on flights Member requests and pays for, Member cannot lend their account to someone else to request flights or otherwise access the Service.

6. PAYMENT FOR MEMBERSHIP. Membership payments are non-refundable and are due prior to Membership is considered effective. Except as specifically provided herein, Membership Fees will not be reimbursed in any event or for any reason, including should Member fail to open an account or use the Program or Services. The annual Membership Fee is not amortized over time and not based on Member's ability to purchase flights. The annual Membership Fee is an access fee, which is due prior to using the Service.

7. PAYMENT FOR TRAVEL SERVICES. Member shall maintain current, up-to-date, valid, accurate, and complete credit card account information, as requested by EvoLux, and hereby authorizes EvoLux to automatically charge Member’s credit card account of record upon Confirmation of a flight or after the performance of a flight, or as soon thereafter as charges for additional service and extraordinary items are available. In the event that Member fails to maintain current, up-to-date, valid, accurate, and complete credit card account information, Member shall remain responsible (whether Membership has been suspended, revoked, or otherwise) to make payment as soon as possible after receiving an invoice/reconciliation, and no later than one (1) business day of receiving service by authorizing payment electronically or by contacting EvoLux and authorizing payment or providing payment in full according to the terms and conditions of this Agreement. Failure by the Member to the maintain valid, accurate, and complete credit card account information or to pay in a timely matter as provided herein may result in the revocation or suspension of Membership and Membership privileges at the sole discretion of EvoLux with no further obligation to Member or recourse by Member. Member shall remain responsible for payment for any charges incurred prior to a notice of termination.

8. ADDITIONAL EXPENSES. Non-flight related expenses, such as in-flight telecommunications used, excess luggage fees, fees for bringing pets, cleaning relating to pets or required aircraft cleaning due to extraordinary mess, special catering orders, ground transportation and other services whether or not itemized in the confirmation documentation will be billed to Member when incurred.

9. INVOICING AND RECONCILIATION. EvoLux will transmit a reconciliation or invoice to Member detailing Member’s incurred charges as soon as possible after the performance of a flight, or as soon thereafter as charges for additional service and extraordinary items are available to EvoLux from the Air Carrier/service-provider. Member shall be responsible to make payment as soon as possible after receiving an invoice/reconciliation, and no later than one (1) business day of receiving service by authorizing payment electronically or by contacting EvoLux and authorizing payment or providing payment in full according to the terms and conditions of this Agreement. Failure to pay in a timely manner as provided for herein may result in the revocation or suspension of Membership and Membership privileges at the sole discretion of EvoLux with no further obligation to Member or recourse by Member.

10. MEMBER RESPONSIBILITY. Member shall not alter the terms and conditions of any flight once requested or proposed or after Confirmation, without EvoLux written approval. In the event Member attempts to alter, or actually alters travel as a result of their communication with pilots or the Air Carrier and indicates a preferences for early or late departure, change in origin or destination airports, change of fixed base operator, deviations or change to the itinerary, restrictions regarding luggage, the pet policy, seat assignment, passenger manifest or other aspect of the flight as provided herein or the Air Carrier Travel Terms and Conditions, EvoLux reserves the right to impose a penalty in the amount of an additional charge of 100% of the flight charges and/or other such costs EvoLux may incur supplying supplemental flights for Members inconvenienced as a result of changes made to the flight arrangements and/or additional charges incurred by EvoLux or the Air Carrier, and/or other charges as stipulated by EvoLux to satisfy Members/customers and compensate them for their inconvenience. Member agrees to reimburse EvoLux for any and all reasonable costs and expenses incurred as a result of damage to the Aircraft interior and or exterior which is caused by carelessness, recklessness, or neglect by Member or any of Member's guests. Member shall respect the privacy of all other passengers. Under no circumstance should clients request autographs or photographs, or attempt to engage in business development or selling to others onboard. EvoLux, the Air Carrier and the pilot-in-command shall determine who has the right to be onboard a flight and Member may not question someone's right to be onboard or otherwise create discomfort regarding anyone's access to a flight. EvoLux, the Air Carrier, and the pilot-in-command will consider in-flight seating accommodations for Member and guests traveling together based on the aircraft layout, but the Air Carrier or pilot-in-command shall have the right to insist on specific seating assignments. Failure to comply with these requirements may result in Member being denied service, incurring cancellation fees for delaying flights, and termination of Member's privileges. Member is responsible for their invited guests, and Member represents and warrants that their invited guests are familiar with and agree to all of the terms and conditions of this Agreement prior to accessing services as invited guests and they have expressly agreed to abide by all of the terms and conditions outlined herein, and any Air Carrier Travel Terms and Conditions. Member agrees to indemnify EvoLux regarding all liability or potential liability relating to their invited guests' access, use or reliance upon the Service.

11. IDENTIFICATION AND TRAVEL DOCUMENTATION.In accordance with the United States Transportation Security Administration ("TSA") regulations and other Governmental regulations, Member and Member's authorized guests are required to comply with all TSA regulations, and will be required to present valid identification prior to departure for all flights. Air Carrier has the right to refuse boarding to any person that does not have the required documentation or identification, or if such person is not in compliance with TSA or other government regulations, without recourse or further obligation to the Air Carrier or EvoLux. EvoLux will require Member to provide specific and accurate passenger information regarding all persons traveling pursuant to arrangements made by Member, after or during the booking process. Such passenger information shall be furnished to EvoLux no later than 24 hours prior to departure unless such departure is scheduled less than 24 hours in advance.

12. PETS. Member must notify EvoLux at the time of requesting a flight of any pets that may be traveling with Member or their guests. No pets shall be permitted on a Public SkyShare Flight. Failure to do so may result in denial of boarding. Additional fees relating to pets may apply. Permissible pets are limited to dogs and cats weighing less than 25 lbs, Unless notified otherwise, all pets must be placed in a suitable pet carrier for the safety of the flight and the pet. Special pet-related cleaning or other charges will be billed as incurred after the flight and are final and cannot be disputed by Member.

13. LUGGAGE. Due to size, weight and other limitations mandated by Air Carrier, aircraft manufacturers and Governmental agencies such as TSA and the Federal Aviation Administration, the Air Carrier may restrict the amount and type of luggage aboard any flight. In cases where Member requests excess baggage at the time of requesting a flight, additional charges apply or other arrangements may need to be made to accommodate excess luggage through a third-party shipper at additional cost to Member. EvoLux will not be responsible for luggage that cannot be accommodated due to restriction of the Air Carrier, will not be responsible for shipping, storage or other costs related to excess luggage, and if the aircraft is delayed due to issues relating to excess luggage, the flight may depart without Member onboard and will therefore be considered canceled by Member without notice resulting in the cancellation penalty of *100%* of flight costs being incurred by Member. EvoLux will arrange luggage valet services ahead of time if requested at time of the requesting a flight. A service fee will be charged depending on the level of service required.

14. MISSED FLIGHTS. Member agrees that they are obligated to fly according to Member's requested/accepted flight itinerary. Should Member miss a flight, Member is solely responsible for alternate arrangements although EvoLux will use reasonable commercial efforts to assist Member in making alternate arrangements at additional cost to Member. Member will be charged for the missed flight and payment must be rendered according to the terms and conditions of the Confirmation and this Agreement.

15. CANCELLATION/EXPIRATION OF REQUESTS AND FLIGHTS. When requesting a flight or proposing a flight, Member may cancel the booking at anytime prior to Confirmation. This includes a scenario where the Carrier is sent a booking and rather than accepting (confirming) the flight at those exact itinerary requirements, Carrier replies to the flight request with an alteration of itinerary. At this point the Member may cancel at no penalty. After Confirmation, cancellations shall be subject to that specific Air Carrier's Travel Terms and Conditions.

In the event that the confirmed aircraft is not available at the time of the flight, Member agrees that EvoLux has the right to replace the flight with an equal of greater value aircraft and understands that transportation cannot be guaranteed.

16. SOFTWARE.

A. Member Representations. By using the Software or Service(s)s, Member expressly represents and warrants that they are legally entitled to enter this Agreement. If Member resides in a jurisdiction which restricts the use of the Service(s)s because of age, or restricts the ability to enter into agreements such as this one due to age, Member must abide by such age limits and must not use the Software and Service(s). Without limiting the foregoing. the Service(s) and Software is not available to children (persons under the age of 18). By using the Software or Service(s)s, Member represents and warrants that they are at least 18 years old. By using the Software or the Service(s)s, Member represents and warrants they have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement and participation in using the Service(s) and/or Software is for Member's sole. personal use. When using the Software or Service(s) Member agrees to comply with all applicable laws from their home nation. and the country, state and city they are in while using the Software or Service(s).

B. Limitation of Use. Member may use the Software and Service(s) only for personal, non-commercial purposes. By using the Software or the Service(s), Member expressly agrees that Member:

- Will only use the Software or Service(s) for lawful purposes;
- Will not use the Software or Service(s) for sending or storing infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates third party privacy rights, or for fraudulent purposes.
- Will not use the Software or Service(s) to cause nuisance, annoyance or inconvenience;
- Will not impair the proper operation of the network;
- Will not try to harm the Software or Service(s) in any way whatsoever;
- Will not copy, or distribute the Software or other content without written permission from EvoLux;
- Will only use the Software and Service(s) for their own use and will not resell it to a third party or otherwise use the Software or Service(s) for any commercial purpose;
- Will not use the Software or Service(s) to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- Will not use the Software or Service(s) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or computer programs
- Will not interfere with or disrupt the integrity or performance of the Software or Service(s) or the data contained therein;
- Will not attempt to gain unauthorized access to the Software or Service(s) or its related systems or networks;
- Will keep secure and confidential account password or identification which allows access to the Service(s); and
- Will provide EvoLux with whatever proof of identity that may reasonably be requested.

C. Right to Access and Use. Member is hereby granted a personal, limited, non-exclusive, non-sublicensable right to access and use the Software, Service(s), and related content subject to the terms and conditions set forth herein and in EvoLux's Terms of Use.

D. Reservation of Rights. All rights not expressly granted are reserved by EvoLux and its licensors. Member shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service(s) or the Software in any way; (ii) modify or make derivative works based upon the Service(s) or the Software; (iii) create Internet "links" to the Service(s) or "frame" or "mirror' any Software on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas. features. functions or graphics of the Service(s) or Software, or (c) copy any ideas. features, functions or graphics of the Service(s) or Software, or (v) launch an automated computer program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants. web indexers, bots, viruses or worms. or any software program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Service(s) or software. EvoLux alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Software and the Service(s) and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Member or any other party relating to the Software or the Service(s). This Agreement is not a sale and does not convey any rights of ownership in or related to the Software or the Service(s), or any intellectual property rights owned by EvoLux.

E. Privacy Policy. As a condition of Membership, Member confirms that Member has read and agrees to EvoLux's Privacy Policy, the terms of which are incorporated herein. EvoLux reserves the right to update or modify the Privacy Policy at any time and at its sole discretion. When EvoLux makes modifications to the Privacy Policy that we consider material, we may attempt to notify Member through the Service; however, Member should periodically review the most up-to-date version of the Privacy Policy, which is available at EvoLux's Privacy Policy.

F. Copyright Policy. As a condition of Membership, Member confirms that Member has read and agrees to EvoLux's Copyright Policy, the terms of which are incorporated herein. EvoLux will terminate the account and access rights of any repeat copyright infringer. EvoLux reserves the right to update or modify the Copyright Policy at any time and at its sole discretion. When EvoLux makes modifications to the Copyright Policy that we consider material, we may attempt to notify Member through the Service; however, Member should periodically review the most up-to-date version of the Copyright Policy, which is available at EvoLux's Copyright Policy.

G. Third Parties. During use of the Software and Service(s), Member may enter into correspondence with other members, purchase goods and/or services from, or participate in promotions offered by third party service providers. advertisers or sponsors showing their goods and/or services through the Software or Service(s). Any such activity and any terms, conditions, warranties or representations associated with such activity is solely with the applicable third-party. EvoLux and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase, transaction or promotion with other members, parties and any such third—party. EvoLux does not endorse any sites on the Internet that are linked through the Service(s) or Software, and in no event shall EvoLux or its licensors be responsible for any content, products, services or other materials on or available from such sites or third party providers. EvoLux provides the Software and Service(s) pursuant to the terms and conditions of this Agreement. Member recognizes, however, that certain third-party providers of goods and/or services may require Member's agreement to additional or different terms and conditions prior to use of or access to such goods or services, and EvoLux disclaims any and all responsibility or liability arising from such agreements.

H. Member Information. EvoLux may rely on third party advertising and marketing supplied through the Software or Service(s) and other mechanisms to subsidize the Software or Service(s). EvoLux may compile and release information regarding Member's use of the Software or Service(s), as provided in EvoLux's Privacy Policy, on an anonymous basis as part of a customer profile or similar report or analysis, and it is Member's responsibility to take reasonable precautions in all actions and interactions with any third party accesses or interacted with through or connected with the Software and Service(s).

17. LIMITATIONS, WARRANTIES. EVOLUX MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS QUALITY SUITABILITY AVAILABILITY ACCURACY OR COMPLETENESS OF THE SOFTWARE OR SERVICE. EVOLUX DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE OR SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR—FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE OR SOFTWARE WILL MEET REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH THE SERVICE WILL MEET REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE SERVICE OR SOFTWARE WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND SOFTWARE IS PROVIDED STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY EVOLUX. MEMBER ACKNOWLEDGES AND AGREES THAT THE ENTIRE RISK ARISING OUT OF THEIR USE OF THE SOFTWARE AND SERVICE, AND ANY THIRD PARTY SERVICES OR PRODUCTS REMAINS SOLELY WITH THEM TO THE MAXIMUM EXTENT PERMITTED BY LAW.

EVOLUX' SERVICE AND SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EVOLUX IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

THE AIR CARRIER AND OTHER SUPPLIERS/PROVIDERS OF TRAVEL SERVICES OR OTHER SERVICES ARE NOT AGENTS OR EMPLOYEES OF EVOLUX. IN NO EVENT SHALL EVOLUX BE LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES, OR NEGLIGENCE OF ANY SUCH AIR CARRIER OR SUPPLIER/PROVIDER OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM. IN NO EVENT SHALL EVOLUX AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY. INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING PERSONAL INJURY, DEATH, LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE). EVOLUX AND/OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY WHICH MAY BE INCURRED, INCLUDING BUT NOT LIMITED TO LOSS, DAMAGE OR INJURY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE OR SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE OR SOFTWARE, ANY RELIANCE PLACED ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION WITH ANY THIRD PARTY, ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE OR SOFTWARE, EVEN IF EVOLUX AND/OR ITS LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. DISCLAIMER OF RESPONSIBILITY FOR DELAY OR CANCELLATION. EvoLux shall not be liable for any delay or failure of EvoLux or Air Carrier to perform in connection with any confirmed or requested flight. Service(s) or in the performance of any obligation hereunder, if such delay or failure is due to or in any manner caused by acts of God, rebellion, riots, hijacking, insurrection, civil commotion, strikes or labor disputes, fires, floods, laws, regulations, acts, demands or and orders of any government or agency, seizure of the aircraft under legal process, adverse weather conditions, inability to obtain fuel, aircraft damage or loss, lack of essential parts or supplies, mechanical problems. illness or incapacitation of crew members, denial of operating or landing approvals, clearances or permits by governmental authority, or any other cause which is beyond the control of EvoLux. EvoLux is hereby released from any claim or demand for any direct or consequential damages arising out of failure of EvoLux or Air Carrier to perform as a result of a force majeure event whether or not herein enumerated or other event referenced above. EvoLux will use best efforts to make acceptable alternate flight arrangements should any of the above occur and cause a delay. Member agrees and hereby indemnifies EvoLux from any loss of property or life, or any injury caused as a result of EvoLux services or flight services provided by Air Carrier and any service arranged by EvoLux or services related thereto. In no event shall Member pursue EvoLux for any amount in excess of actual Membership Fees and EvoLux liability shall be strictly limited to an amount equivalent to the Membership Fee actually paid by Member.

19. INDEMNITY. By entering into this Agreement and using the Software or Service(s), Member agrees to defend, indemnify and hold EvoLux, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with Member's or Member's guests: (a) violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein: (b) violation of any rights of any third party, including providers of transportation services arranged via the Service(s) or Software, or (c) use or misuse of the Software or Service(s).

20. TERM. The term of this Agreement shall be for one (1) year from the date of execution hereof.

21. TERMINATION. Member may terminate this Agreement, with or without cause, and without penalty (except as otherwise provided herein) by the delivery of written notice to EvoLux. EvoLux reserves the right to terminate Member's participation at any time for an act or actions that are materially harmful to the EvoLux, its members or its assets as determined by EvoLux ("Cause") by and upon delivery of written notice to Member of such termination for Cause and the reasons related thereto. Termination for cause shall result in forfeiture of any Membership Fee paid by Member. EvoLux reserves the right to terminate Member's participation without cause at any time. In the event that EvoLux terminates Member's participation EvoLux agrees to return a pro-rated portion of any actual Membership Fee paid EvoLux by Member.

22. GOVERNING LAW. This Agreement and all the rights of the parties shall be construed and enforced in accordance with the laws of the State of New York without reference to the conflict of law principles of any jurisdiction. Any disputes relating in any way to this Agreement will be subject to the exclusive Jurisdiction and venue of the courts of New York.

23. ENFORCEMENT. In the event that any legal action is instituted by any party for the purpose of enforcing any term or provision. The prevailing party in such action shall be entitled to recovery of its reasonable attorney's fees and actual costs incurred therein.

24. WAIVER. The failure of EvoLux 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 EvoLux in writing.

25. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties. This Agreement may not be assigned by Member without the prior written approval of EvoLux but may be assigned without Member's consent by EvoLux to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

26. INVALIDITY OF PROVISION. 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.

27. CONSTRUCTION. The invalidity of any portion of this Agreement shall not affect the validity of the remaining portions thereof.

28. HEADINGS. The headings to the paragraphs and sections to this Agreement are solely for convenience and have no substantive effect on the Agreement nor are they to aid in the interpretation of the Agreement.

29. ENTIRE AGREEMENT. This Agreement, including EvoLux's Privacy Policy and Copyright Policy, constitutes the entire agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. Except for amendments and modifications allowed under this agreement by EvoLux, this Agreement may not be modified, amended or altered except as agreed in writing by the parties.

30. NOTICE. EvoLux may give notice by means of a general notice through the Software, electronic mail to Member's email address on record in EvoLux's account information, by posting such notice to the EvoLux website, or by written communication sent by first class mail or pre-paid post to Member's address on record in EvoLux' account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or prepaid post) or 12 hours after sending (if sent by email). Member may give notice to EvoLux (such notice shall be deemed given when received by EvoLux) at any time by any of the following: letter sent by confirmed email to EvoLux at the following email address: info@Evo-Lux.com, letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to EvoLux at the following address: 175 Atlantic Street, Suite 209, Stamford, CT 06901.

I HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

Signature:

Name: ,

Date: 11/11/2026 7:35 PM EST

Accepted by EvoLux Transportation, LLC: 08/08/2014