



Independent Marketing Representative (IMR) Agreement

Policies & Procedures

Glossary of Terms

2/22/2020

IMR Agreement

Please Read This Document Carefully

Joi Services, LLC DBA Joi Rides (“Joi Rides”) and the Independent Marketing Representative (“IMR”) entering into this Agreement (“Agreement”) understand, accept and agree as follows:

Section 1

I, the undersigned, am at least 18 years of age and therefore of legal age in the state in which this Agreement has been executed. I understand that this Agreement is not binding until receipt and acceptance by Joi Rides at its home office in Dallas, Texas. I agree that my relationship with Joi Rides as an Independent Marketing Representative (“IMR”) is that of a contracting Independent contractor and that I alone determine the nature and extent of my activities and hours. I am not an agent, legal representative or employee of Joi Rides and I will not represent that I am otherwise involved to any third party. I understand that I may not make purchases or enter into any agreements that will bind Joi Rides or its suppliers in any way whatsoever. I am responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state or regulatory or taxing agency.

Section 2

I acknowledge that I am being presented the Joi Rides Policies and Procedures (below). I agree to abide by and act in accordance with the Joi Rides Policies and Procedures which are incorporated into and made a part of this Agreement, together with any future changes thereto. Joi Rides may from time to time provide updated Policies and Procedures, Terms of Service, Privacy Policy, as well as modify its Compensation Plan and customer services and charges. Such conditions shall become a binding part of the Agreement. Future possible publication of any changes online through the Joi Rides Dashboard or by other means made generally available to IMRs shall be deemed notice to all IMRs. I agree that all expenses incurred arising out of the performance of the Agreement will be my sole responsibility.

Section 3

I understand that I am not required to become a Joi Rides passenger or driver in order to become a Joi Rides Independent Marketing Representative. Should I choose to become a passenger or driver, I agree to abide by my Agreement with Joi Rides and pay for the services provided. Should I fail to pay for any service provided, then Joi Rides, at its sole discretion, may elect to terminate this IMR Agreement and/or apply any compensation, including commissions, due to complete payment of the unpaid balance owed to Joi Rides.

Section 4

I understand this Agreement is non-transferable and that I will not authorize any person to act on my behalf or in my place without prior written consent from Joi Rides. This Agreement shall have a term beginning on the date of acceptance by Joi Rides, (“Anniversary Date”) and end one year from the date of this Agreement. The Agreement shall be renewed on an annual basis on each Anniversary Date, subject to acceptance by Joi Rides, which may be withheld in its sole discretion, upon payment of the then current renewal fee and in accordance with the then current renewal policy of Joi Rides as set forth in the Policies and Procedures of Joi Rides.

Section 5

As an IMR, I understand I am responsible for supporting IMRs whom I sponsor. I agree to maintain weekly support to those IMRs in my commissionable team by way of any of the following, or combination thereof: personal contact, telephone communication, written communication and attendance at IMR meetings, both in person and online.

Section 6

I agree that I will not divulge the business secrets of Joi Services, LLC, or any other Joi-related entity (collectively, the “Joi Companies”), to third persons, in whole or in part, nor shall I utilize such business secrets for any business or commercial purpose, alone or in conjunction with others. As used in the Agreement, the term “business secrets” shall include, but is not limited to, the following: the names and addresses of Joi Rides IMRs and all the lists associated therewith; the present and planned services and pricing of the Joi Companies; the present and future sales programs, organizational and compensation of such companies; and the financial information and data concerning officers, directors, employees and shareholders of such companies.

Section 7

I agree to indemnify and hold Joi Rides, its shareholders, managers, directors, officers and employees harmless from any and all claims, damages and expenses, including any attorney’s fees, arising out of my actions or conduct in violation of this Agreement.

Section 8

As a Joi Rides IMR, I understand that my primary emphasis is to obtain rideshare drivers and passengers who are not also IMRs. I also understand that these passengers and drivers must take rides and drive other passengers within certain time frames as one of the conditions for the receipt of commissions. I further understand and agree that the passengers and drivers I enroll in Joi Rides are deemed to be the customers and contractors of Joi Rides and its related entities and not my own.

Section 9

This Agreement, including the Joi Rides Policies and Procedures incorporated herein by reference, constitute the entire Agreement between the parties hereto, and no other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by an authorized officer of Joi Rides.

Section 10

This Agreement is governed under the laws of the State of Texas and shall be so governed without regard to any conflict of laws or principles to the contrary. The parties agree that any claim, dispute or other difference between IMRs and Joi Rides, or among IMRs and Joi Rides, shall be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association with arbitration to occur at Dallas, Texas. For further clarification, please see the related compliance references in Joi Rides’ documented Policies and Procedures.

Section 11

I understand that the regulations of the state(s) in which I market may require that Joi Rides conduct a criminal background check on me. I agree to authorize Joi Rides to conduct a criminal background check, if required, using an outside agency of their choice. I understand that a criminal conviction is not necessarily a bar to my enrollment as a Joi Rides IMR. If Joi Rides requires me to undergo a criminal background check, I agree to pay the associated fee and will be given proper advance notice and the opportunity to cancel this Agreement.

Section 12

I understand that I will be eligible to receive compensation from Joi Rides as described in the Joi Rides Compensation Plan. I understand this plan may be changed at the sole discretion of Joi Rides. I understand the only commissionable events for Joi Rides IMRs are for end-user passenger and driver services as defined by Joi Rides. Commissions are never paid solely for sponsoring an IMR, as specific qualification and eligibility requirements apply as outlined in the Joi Rides Compensation Plan.

Section 13

I represent and affirm to Joi Rides that I have not received any representation or statement from Joi Rides or any other person, upon which I have relied in entering into this Agreement. To that effect this opportunity may generate income or be profitable. New markets and services may be available in the future and Joi Rides will not reimburse any financial loss which may occur. Further, I shall not represent directly or indirectly that any person may, can or will earn any stated gross or net amount nor that sponsorship of other IMRs is easy to secure or retain or that substantially all IMRs will succeed.

Section 14

As a Joi Rides IMR, I consent to, without further consideration or compensation, the use (full or in part) of my name, voice, image, likeness, and any and all attributes of my personality in any marketing or promotional material created or used in connection with Joi Rides services, or the Joi Rides IMR opportunity, and each such item of marketing or promotional material will be considered a “work” for purposes of this Agreement. I irrevocably assign to Joi Rides any and all claims of copyright I may have in and to such works, and the exclusive and perpetual right throughout the world to use, print, produce, publish, copy, display, perform, exhibit, transmit, broadcast, disseminate, market, advertise, sell, lease, license, transfer, modify, and create derivative works from such works in any media or format, now known or unknown, for any purpose whatsoever. I waive any right to inspect or approve such work. I hereby indemnify and hold harmless Joi Rides, its legal representatives and assigns, all persons acting under its authority, and those for whom it is acting, from all claims, causes of action and liability of any kind, now known or unknown, in law or in equity, based upon or arising out of such works or this Agreement including, without limitation, claims of libel, slander, invasion of privacy, right of publicity, defamation, trademark infringement, and copyright infringement. This Agreement will be binding upon my heirs, successors, representatives, and assigns.

Section 15

I may cancel this transaction, without penalty or obligation, for a full refund, within three (3) business days from the date of this Agreement, exclusive of the date of signing or if processed electronically the date this Agreement is submitted to Joi Rides. I understand that if I cancel after the three (3) day period, I am not entitled to a refund. If I cancel, I must return, at my own expense, any materials and/or sales collateral that may be provided to new IMRs upon signup. To cancel this Agreement, I must mail, via registered or certified mail, return receipt requested, or deliver personally to Joi Rides a signed, dated copy of a Notice of Cancellation to:

Joi Services d/b/a Joi Rides
Marketing Services
7700 Windrose Avenue
Suite G300
Plano, TX 75024

Section 16

All correspondence should be sent by email to Joi Marketing Services at repsupport@joirides.com.

Section 17

I agree that during the term of this Agreement, I will not, directly or indirectly, sell to or solicit rideshare services or other services offered by Joi Rides through any person or entity other than that specifically designated or approved in writing by Joi Rides. I further agree that I will not, during my relationship with Joi Rides and for a period of one (1) year thereafter, directly or indirectly, divert, entice, knowingly call upon, sell or solicit, take away or move any IMR, passenger and/or driver of Joi Rides whether or not I originally procured or brought such passenger and/or driver to Joi Rides (such activities are collectively referred to herein as "Solicitation"). I understand that such non-solicitation prohibition shall be strictly enforced, and that Joi Rides shall be a third-party beneficiary of this prohibition as well as any proprietary and confidential information provided to Joi Rides which I, in turn, receive. I further agree that during the term of this Agreement and for a period of one (1) year thereafter, I will not enter into a direct marketing relationship with any other company for the purpose of attracting Joi Rides IMRs, passengers and/or drivers with whom I do not have a prior relationship. Violation of this covenant and condition will result in forfeiture of all representative rights, including all current and future commissions, bonuses and payments of any kind. For further explanation please refer to the Policies and Procedures.

Section 18

I may terminate the Agreement for any reason, at any time, by giving Joi Rides not less than 30 days written notice at the address listed in Section 15 above. Joi Rides may terminate this Agreement immediately with the IMR upon breach of any term of this Agreement by the IMR. Joi Rides may terminate this Agreement with the IMR without cause by providing thirty (30) days' prior notice.

Policies & Procedures

INTRODUCTION

Joi Services, LLC, DBA Joi Rides and its affiliates (collectively “Joi Rides”) provide rideshare services allowing our Independent Marketing Representatives (IMRs), drivers and passengers to jump on board the ever-evolving future of shared services. Your participation opens the door to new opportunities and personal development through our revolutionary and innovative collaboration.

To clearly define the contractual relationship that exists between an IMR and Joi Rides, Joi Rides has established these Policies & Procedures (“P & P”) and Compensation Plan (separate document), both of which are a part of, and are incorporated into, the Independent Marketing Representative Agreement (the “Agreement”). If an IMR has any questions or requires clarification regarding the P&P’s, the IMR should contact the Joi Rides Compliance Department (compliance@joirides.com). Your failure to adhere to these P&P’s may result in disciplinary actions.

Section 1 – Code of Ethics

1.1 - Honesty in Representation

IMRs shall read and be familiar with all our applicable rules and regulations, including the Agreement, P&P’s and the Compensation Plan. To ensure that IMRs deliver accurate information to the public, IMRs are responsible for reading and understanding the information that is regularly provided by Joi Rides about our services. IMRs shall truthfully and accurately represent Joi Rides in every situation. IMRs are responsible for their own education regarding Joi Rides and should rely only on information provided by Joi Rides. Any claims, representations or statements that IMRs make regarding Joi Rides or its services shall be consistent with those included in the literature and materials provided or authorized by Joi Rides.

1.2 - Unlawful and Deceptive Practices

IMRs shall not engage in any unlawful, deceptive or unethical conduct, or any conduct prohibited by state or federal regulatory authorities whether known or unknown to the IMR, including but not limited to any passenger or IMR recruiting practice that may be detrimental to or reflect poorly on Joi Rides, its representatives, its passengers, its drivers, the rideshare industry or the direct selling industry. If IMRs have any questions regarding Joi Rides, Joi Rides services or the Joi Rides business model they should contact Joi Rides at repsupport@joirides.com.

1.3 - Integrity and Accountability

IMRs shall conduct themselves with professionalism in all matters related to Joi Rides services. IMRs shall be accountable for their integrity and conduct when interacting with Corporate, other Joi Rides IMRs, potential IMRs, passengers and the general public.

1.4 – Governmental Approval / Endorsement

Neither state or federal regulatory agencies, nor their officials, approve or endorse any Direct Selling companies or programs. In this regard, IMRs are strictly prohibited from representing or implying that Joi Rides, and/or the Compensation Plan have been approved, endorsed or sanctioned by any of these agencies.

1.5 – Acceptance of Payments

IMRs shall not accept any payment or consideration (e.g., money or any other item of value) from any driver, passenger or other IMR. All payments for Joi services shall be made to the designated entity based on that service. IMRs shall not use his or her credit card to enroll or pay for services on behalf of another IMR.

1.6 – Direct Selling Association Code of Ethics

Joi Rides intends to adhere to all the morals, standards and guidelines as set forth in the DSA Code of Ethics (available at <http://www.dsa.org/code-of-ethics/code-of-ethics>). An IMR shall not, in any way, attempt to persuade, induce or coerce another party to breach the DSA Code of Ethics. Any such action shall be considered as a violation of the P&P's.

The DSA is the national trade association of the leading companies that manufacture and distribute goods and services sold directly to consumers. Approximately 175 companies are members of the DSA, including many well-known brand names.

The DSA's mission is "To protect, serve and promote the effectiveness of member companies and the independent business owners they represent. To ensure that, the marketing by member companies is conducted with the highest level of business ethics and service to consumers."

The cornerstone of the association's commitment to ethical business practices and consumer service is its code of ethics. Every member company pledges to abide by the code's standards and procedures as a condition of acceptance and admission and continuing membership in the association. Further information can be found on the DSA website.

1.7 – Compliance with Governing Law

IMRs shall abide by all applicable laws, orders, ordinances, policies and regulations, including without limitation any and all local, state and federal laws and ordinances that govern their independent business and the rideshare markets in which Joi Rides operates. Some cities and counties have laws regulating certain home-based businesses and independent contractor activities. If a state, city or county official tells an IMR that a law or ordinance applies to the IMR's business, the IMR shall be considerate and immediately contact the Joi Rides Compliance Department at (compliance@joirides.com).

Section 2 – Becoming an Independent Marketing Rep (IMR)

2.1 – Requirements to Becoming an IMR

To become and continue as a Joi Rides IMR, each applicant:

- a) Must be at least eighteen (18) years of age (proof of date of birth may be requested);
- b) Must reside in the United States, and must be a United States citizen, resident alien, or naturalized citizen;
- c) Must not be an employee or current corporate independent contractor of Joi Rides (including a spouse of either). Prior written approval from Joi Rides may override this P&P in special cases.
- d) Must not be an active independent contractor or independent distributor/representative of any other rideshare direct selling company;
- e) Must have a valid Social Security number or Federal Employer Identification Number (“FEIN”), as applicable, that matches the IMR’s name or Business Entity’s name;
- f) Must submit a complete and accurate Agreement, including all required tax forms, to Joi Rides either in hard copy or online format;
- g) Must complete the banking information in order to receive payment of commissions and bonuses. Banking information must match the IMR’s name or Business Entity’s name as listed in the IMR’s Dashboard and on all required tax forms;
- h) Acknowledges that any fines, sanctions or penalties levied upon Joi resulting from IMRs actions or inactions shall be deducted from that IMRs bonus and commissions and result in further disciplinary sanctions; and
- i) Acknowledges that it is the responsibility of the IMR to maintain all of his or her own business records. If an IMR is unable to access the information necessary to run a Joi Rides business for any reason, it is the responsibility of the IMR to make alternative arrangements. The sponsoring or upline IMR is responsible for assisting the downline IMR in obtaining any information that is provided to an IMR in the Dashboard. In the event that an IMR is unable to obtain an electronic copy of the P&P’s, Joi Rides will work with the IMR to make alternative arrangements.

2.2 – No Requirement to Purchase Services

There is no requirement to be a driver or passenger of the rideshare services. You do not need to participate, enroll or download the app of Joi Rides to become or remain an IMR.

2.3 – Identification

Prospective IMRs are required to provide a valid Social Security number or FEIN, legal name as it appears on the IMR’s Social Security card, and birthdate to Joi Rides on the Agreement. Joi Rides will verify all Social Security numbers and FEINs upon enrollment and renewal, and by submitting the IMR Agreement, the IMR consents to such Social Security, FEIN and background checks. Joi Rides will provide a unique IMR identification number (J#) to the IMR by which he or she will be identified. This number will be used to direct IMRs, drivers and passengers to enroll and to track bonuses and commissions. All confidential information will be protected and not disclosed or sold to third parties as per the Privacy Policy on the official Joi Rides website.

2.4 – IMR Benefits

Once an IMR’s Agreement has been accepted by Joi Rides, the benefits of the Agreement are available to the new IMR and include the right to:

- a) Offer Joi Rides services to selected friends and family in available markets;
- b) Participate in the Compensation Plan and receive bonuses and commissions, if eligible and earned;
- c) Enroll other individuals as IMRs and thereby build an organization and progress through the Compensation Plan, if applicable;
- d) Receive periodic Joi Rides communications
- e) Participate in Joi Rides sponsored support, service, events, training, motivational and recognition functions (upon payment of appropriate charges, if applicable); and

f) Participate in promotional and incentive contests and programs sponsored by Joi Rides for IMRs, if eligible.

2.5 – Communication

To protect the IMR's privacy, Joi Rides will only communicate with the individual whose name appears in the field for Applicant Name or Co-Applicant Name (if an individual) or the field for Contact Name (if a Business Entity) on the Agreement. An organization name is not permitted as a Contact Name. Joi Rides will verify the IMR's identity before speaking with the individual and Joi Rides will only email to the email provided on the account. The only exceptions are if an individual has a designated co-applicant assigned to an account or if a letter of authorization signed by the account holder has been provided to Joi Rides authorizing Joi Rides to communicate with a third party.

2.6 – Training

Motivation, training and education are critically important to building a successful Joi Rides business. To educate IMRs in the business and teach them how to motivate and train others, Joi Rides provides support materials, tools, support services and training events in a joint effort with field leaders.

These materials include training collateral and ticketed events produced and distributed by Joi Rides. IMRs are not required to purchase these items or to attend such events. As such, these items and events are subject to a non-buyback rule. These items may include books, magazines, charts and other printed materials, audio CDs or DVD software, subscriptions, online materials, training and recognition events, conventions and other ticketed events and websites.

2.7 – Conflicts of Interest

In order to avoid any conflict of interest, Joi Rides does not engage in any other businesses with IMRs, other than that specified in this Agreement.

Section 3 – Independent Marketing Representative Agreement

3.1 – IMR Agreement

Throughout the P&P's, when the term "Agreement" is used, it collectively refers to the IMR Agreement, the Policies & Procedures and the Compensation Plan (separate document). It is the responsibility of IMRs to read, understand, adhere to and ensure that they are operating their business under the most current version of the Agreement. When enrolling a new IMR, it is the responsibility of the sponsoring IMR (the "Sponsor") to ensure that the prospective IMR is provided with, or has online access to, the most current version of the Agreement prior to the prospective IMR's execution of the Agreement. At no time shall one IMR enroll on behalf of another IMR. Each individual IMR must personally enter into the Agreement.

3.2 – Changes to the Agreement

The business environment as well as governing laws may periodically change; therefore, Joi Rides reserves the right to amend the Agreement at its sole and absolute discretion. By entering into the Agreement, the IMR agrees to abide by all amendments and modifications to the Agreement ("Amendments") that Joi Rides elects to make. Amendments shall take effect thirty (30) days after publication of notice but shall not apply retroactively to conduct that occurred prior to the effective date of the Amendment. Notice shall be made by Joi Rides via one or more of the following methods: (1) posting on Joi Rides' official website www.joirides.com; (2) electronic mail; (3) inclusion in Joi Rides communications; (4) special mailings; or (5) open conference calls to the field. The continuation of an IMR's Joi Rides business or an IMR's acceptance of commissions and bonuses constitutes acceptance of any and all Amendments to the Agreement.

3.3 – Adherence to the Plan

IMRs must review and adhere to the most current version of the Compensation Plan (separate document). IMRs shall not:

- a) Offer the Joi Rides business opportunity through, or in combination with, any system, program or method of marketing not specifically set forth in official Joi Rides literature;
- b) Require or encourage current or prospective drivers, passengers or IMRs to participate in Joi Rides services or Joi Rides in any manner that varies from the program as set forth in official Joi Rides literature;
- c) Require, allow or encourage current or prospective drivers, passengers or IMRs to execute any agreement other than an official Joi Rides Agreement; or
- d) Require or encourage current or prospective drivers, passengers or IMRs to make any purchase from, or payment to, any individual or other entity to participate in the Compensation Plan other than those purchases or payments identified as recommended or required in official Joi Rides literature.

3.4 – Renewal and Terms of the Agreement

The term of the Agreement is one (1) year from the date of acceptance of the IMR's Agreement unless otherwise terminated earlier as provided herein. IMRs wishing to continue their independent Joi Rides business must renew the Agreement for subsequent one (1) year terms by paying an annual renewal fee (or having it waived, according to the Joi Rides Compensation Plan) and complying with the Agreement.

Joi Rides reserves the right, in its sole discretion, to reject the renewal of an Agreement.

Unless an IMR requests otherwise by sending an email to Joi (repsupport@joirides.com) at least thirty (30) days prior to the renewal date or opts out following receipt of the renewal notification, the annual renewal fee will be automatically charged to the credit card placed on file in the account by the IMR. For renewals, if Joi Rides is unable to process the credit card on file, the IMR will be placed in a "Inactive" status (where the IMR will not be able to enroll IMRs, drivers or passengers and will have limited access to their Dashboard) and will have thirty (30) days from the renewal date (which is the one-year anniversary date from enrollment) in which to contact Joi Rides to make arrangements to pay the renewal fee. If Joi Rides is unable to process the credit card on file and the IMR does not contact Joi Rides within the Inactive period allowed, Joi Rides will terminate the IMR's Agreement and the IMR will not be able to re-enroll in Joi Rides for six (6) months from such termination date. If the IMR decides to re-enroll after such a six (6) month

period, the IMR will not resume placement nor retain the organization that was in place prior to the termination date.

3.5 – Waiver

Joi Rides requires strict compliance with the Agreement and applicable governing laws. Joi Rides' failure to exercise any right or power under the Agreement, or its failure to insist upon strict compliance by an IMR with any obligation or provision of the Agreement, shall not constitute a waiver of Joi Rides' right to demand compliance with the Agreement at any time in the future. Waiver by Joi Rides can only be effectuated in writing by an Authorized Officer of Joi Rides and will be specific to the IMR granted the waiver, unless otherwise stated. Joi Rides' waiver of any particular breach by an IMR shall not affect or impair Joi Rides' rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other IMR. Nor shall any delay or omission by Joi Rides to exercise any right arising from a breach affect or impair Joi Rides' rights as to that or any subsequent breach. The existence of any claim or cause of action of an IMR against Joi Rides shall not constitute a defense to Joi Rides enforcement of any term or provision of the Agreement.

3.6 – Severability

If any provision of the Agreement, in its current form or as amended, is found to be invalid or unenforceable for any reason, only the invalid portion of the provision shall be severed, and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

3.7 – Changes in Laws and Delays

Joi Rides shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, technology interruptions, vendor mistakes, power outages, resource limitations, strikes, labor difficulties, riot, war, fire, death, storms and curtailment of any limiting needed resource.

Joi Rides is not responsible for any delays or rejections for driver or passenger enrollments, including the consequences of such delays or rejections on bonuses and commissions. In addition, state and federal regulatory or policy changes may affect, among other things, rideshare sales and bonus and commission payments.

Section 4 – Commissions and Bonuses

4.1 – Rideshare

The Compensation Plan is based on the sale of Joi Rides rideshare services to passengers. IMRs must complete and maintain personal and downline completed rideshare transactions (as well as meet other responsibilities set forth in the Compensation Plan) to be eligible for commissions and bonus or advancement to higher leadership positions. To be eligible for payment of commissions and bonuses, an IMR must be a qualified IMR. Those who have not successfully completed the personal and downline qualification point requirements may be only eligible for limited earnings, as detailed in the Joi Rides Compensation Plan (separate document).

4.2 – Adjustment to Commissions

IMRs receive commissions and bonuses, as well as position advancement based on the actual sales of Joi Rides services to drivers and passengers, as well as development of a team of IMRs. As such, errors or insufficient data used to pay such commissions and bonuses, or to accelerate position advancement will be corrected and such corrections may result in adjustments to commissions, bonuses and position advancement. It may be necessary to adjust the future commission and/or bonus payments to those IMRs who received earnings based on some prior billing adjustment. This may result in a deduction from future payments or in the payment of additional amounts to such future payments. When this occurs, it will be clearly disclosed to the affected IMR as either a positive or negative commission adjustment.

4.3 – Commission and Bonus Qualifications

An IMR must be in compliance with the Agreement to qualify for commissions and bonuses. Joi Rides shall pay commissions to such IMRs in accordance with the Compensation Plan. Each IMR's commissions will be paid into the appropriate Joi Rides e-wallet account. The IMR will then have the option to request payment to be sent to the individual by a third-party payment-processing vendor. The threshold minimum amount for which Joi Rides will issue a payment to an IMR is \$10.00. If an IMR's e-wallet balance does not equal or exceed \$10.00, Joi Rides will not allow the distribution. Payment will be issued once \$10.00 balance has been accrued or will be paid annually.

The IMR will have the option to pay for other Joi Rides services (including but not limited to sales aids, Dashboard subscription, other subscriptions, rides, trips, annual renewals...) out of the IMR's e-wallet account.

If an IMR's Social Security or FEIN identification number does not match the Social Security or FEIN number on the bank account receiving payments, then Joi Rides will not pay out commissions until the discrepancy is resolved, at which time any back-dated commissions will be tried up. All potential prizes and trips earned by IMRs will be considered taxable income and reported to the IRS on a Form 1099.

Notwithstanding the foregoing, all commissions, bonuses or other compensation owed to an IMR, regardless of the amount accrued, will be paid at the end of each fiscal year or upon termination of an IMR's Joi Rides business.

Payment-processing fees may apply to all e-wallet withdrawals issued to an IMR. Such fees are charged by the third-party payment-processing vendor and are disclosed on its website.

4.4 – IMR Dashboard

Joi Rides provides an online Dashboard to all of its IMRs. The Dashboard provides access to confidential and proprietary information that may be used solely and exclusively to promote the development of an IMR's Joi Rides business and to increase sales of Joi Rides services. Joi Rides reserves the right to deny an IMR's access to their Dashboard at its sole and absolute discretion. The Dashboard is separate from the IMR's personal website.

4.5 – Dashboard Reports

All information provided by Joi Rides in the Dashboard regarding an Organization, drivers, passengers and commission reports is believed to be accurate and reliable. Nevertheless, due to various factors including, but not limited to, the inherent possibility of human and technical error, the information is not guaranteed to be true or accurate by Joi Rides nor any persons creating or transmitting the information.

To the fullest extent permissible under applicable law, Joi Rides, its affiliates and/or other persons creating or transmitting the information will in no event be liable to any IMR or anyone else for any direct, indirect, consequential and/or incidental damages that arise out of the use of or access to personal and marketing organization sales and/or enrollment information, even if Joi Rides, its affiliates or other persons involved in the transmission of the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Joi Rides, its affiliates and other persons creating or transmitting the information shall have no responsibility or liability to the IMR or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to that information.

Access to and use of Joi Rides' online reporting services and the IMRs reliance upon such information is at the IMR's own risk. All such information is provided to the IMR "as is." If the IMR is dissatisfied with the accuracy or quality of the information, the IMR's sole and exclusive remedy is to discontinue use of and access to Joi Rides' online reporting services and reliance upon the information.

4.6 – Confidential Information

Joi Rides Organizational Reports ("Reports") are available for IMR access and viewing in the Dashboard. Access to these online reports is password protected. All reports and the information contained therein are confidential and constitute proprietary information and trade secrets belonging to Joi Rides. These reports are provided to IMRs in strictest confidence and are made available to IMRs for the sole purpose of assisting in working with their respective organizations in the development of their Joi Rides business. IMRs should use their reports to motivate, assist and train their IMRs. The IMR and Joi Rides agree that, but for this agreement of confidentiality and nondisclosure, Joi Rides would not provide these reports to the IMR. IMRs shall not, on their own behalf, or on behalf of any other person or entity:

- a) Directly or indirectly disclose any information contained in any Report to any third party;
- b) Directly or indirectly disclose the password or other access code to the IMR's Dashboard;
- c) Use the information contained in any report to compete with Joi Rides or for any purpose other than promoting or supporting their Joi Rides business; or
- d) Recruit or solicit any IMR or driver/customer listed on any report, or in any manner attempt to influence or solicit any IMR, Driver or Passenger to alter a business relationship with Joi.

4.7 – Questions About Earnings

If an IMR has questions about or believes any errors have been made regarding commissions, bonuses, payments/charges or reports, the IMR must complete the Commission Audit Review form and submit it to the Joi Rides Rep Support Department by email (repsupport@joirides.com) within sixty (60) calendar days of the date of the purported error or incident in question. Joi Rides will not be responsible for any errors unless it is determined that the error was the result of an administrative oversight and was not corrected. Joi Rides will not be responsible for any errors, omissions or problems not reported to Joi Rides within sixty (60) calendar days from the date the issue took place or the payment was made.

Section 5 – General Understanding of Business Ownership

5.1 – Independent Contractor Status

IMRs are independent contractors and are not purchasers of a franchise or a business opportunity. The Agreement between Joi Rides and its IMRs does not create an employer/employee relationship, partnership, joint venture or agency between Joi Rides and the IMR. IMRs shall not be treated as employees for tax purposes and shall not be eligible for unemployment compensation. IMRs are responsible for paying applicable taxes due from all compensation earned as IMRs. The IMR has no express or implied authority to bind Joi Rides to any obligation. IMRs may establish their own hours, commitment and personal goals so long as they comply with the terms of the Agreement and applicable laws.

An IMR may be listed as an “Independent Marketing Representative” in certain instances, including yellow and white pages, business cards and certain approved marketing literature and materials. IMRs must use their own personal names and shall not identify themselves as Joi Rides or Joi Rides corporate employees, consultants or any title other than Independent Marketing Representative or Independent Joi Rides Marketing Representative or Rep. IMRs shall not place telephone directory display ads using Joi Rides’ names or logos. IMRs shall not answer the telephone or have a voicemail greeting saying “Joi”, “Joi Rides”, “Joi Services”, “Joi Network” or any other language that would lead the caller to believe that he or she has reached the corporate offices.

To indicate your status as an independent contractor, it is required that you state in any correspondence (such as emails or on business cards) that you are an “Independent Joi Rides Marketing Representative.”

For example, “Bob Miller, Independent Marketing Representative with Joi Rides.”

5.2 – One Joi Business Per Individual or Entity

An individual or entity can only have an ownership interest, legal or equitable, in one (1) IMR position. In the event that multiple IMR accounts are discovered, the most recently activated accounts will be deactivated.

5.3 – Actions of Household Members

If any member of an IMR’s household engages in any activity that, if performed by the IMR, would violate any provision of the Agreement, such activity will be deemed a violation by the IMR. Additionally, an IMR may not hire any other persons to work or market for the IMR’s business.

5.4 – Communications with Joi Rides and Vendors

Any questions, comments or concerns relating to an IMR’s business should be communicated directly to the Joi Rides Rep Support (repsupport@joirides.com). Joi Rides’ vendors are not able to accommodate communication directly from individual IMRs. IMRs shall not directly or indirectly contact any vendor or supplier of Joi Rides unless specifically approved by Joi Rides in writing.

Except on behalf of their own personal account, IMRs may not communicate directly with cities, counties and/or regulators regarding their Joi Rides business or Joi Rides Drivers and Passengers. Joi Rides shall not be mentioned in any communication in any way that would disparage its brand or good name. In no event shall an IMR contact any city, county and/or regulator in an attempt to represent Joi Rides.

5.5 – Returned Checks

All checks returned by an IMR’s bank for insufficient funds will be resubmitted for payment. A \$25.00 returned check fee will be charged to the account of the IMR. After receiving a returned check from an IMR, all future payments must be made via credit card, money order or cashier’s check. Any outstanding balance owed to Joi Rides by an IMR for Non-Sufficient Funds (NSF) checks and returned check fees will be withheld from subsequent commission and bonus payments.

5.6 – Request for Records

Any request to Joi Rides Rep Support (repsupport@joirides.com) from an IMR for copies of applications, invoices, reports (including copies of genealogy reports) or other records will require a fee of \$10.00 per page, per copy. This fee covers the expense of mailing and the time required to research files and make copies of the records.

5.7 – Sale, Assignment or Transfer of an IMR Position

A Joi Rides business is a privately owned, independently operated business. The sale, assignment or transfer of a Joi Rides business and the sale, assignment or transfer of an Affiliated Individual's interest in a Business Entity that owns or operates a Joi Rides business is subject to certain limitations. If an IMR desires to sell a Joi Rides business, or an affiliated individual desires to sell his or her interest in a Business Entity that owns or operates a Joi Rides business, the following criteria must be met:

- a) Both the seller and purchaser must complete the Sale or Transfer of Business form and submit it to Joi Rides Marketing Services (repsupport@joirides.com). There is a \$100.00 administrative fee. The Sale or Transfer of Business form is provided in the IMR's Dashboard;
- b) The existing line of Sponsorship will be transferred intact so that the business center remains the same in structure and genealogy;
- c) The purchaser must complete an Agreement (whether the purchaser is an active or new IMR), submitting it to the Joi Rides Rep Support Department (repsupport@joirides.com). No enrollment fee will be refunded to the seller and no enrollment fee will be charged to the purchaser. If the purchaser is an active IMR, the purchaser may be required to terminate the current Joi Rides business to ensure compliance with Section 5.2 and wait six (6) months to purchase the existing business;
- d) Before the sale, assignment or transfer can be finalized and approved by Joi Rides, any debt obligations the selling party and, if applicable, the purchasing party, has with Joi Rides must be satisfied; and
- e) The seller and, if applicable, the purchasing party, must be in good standing and not in violation or under investigation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Joi Rides business or his, her or its interest in a Business Entity that owns or operates a Joi Rides business.

Joi Rides reserves the right to request additional documentation that may be necessary to analyze the transaction between the purchaser and seller. Joi Rides will, at its sole and absolute discretion, approve or deny the proposed sale, transfer or assignment within thirty (30) calendar days after its receipt of all necessary documents from the parties.

The seller must receive written approval from Joi Rides before proceeding with the sale. If the parties fail to obtain Joi Rides' written approval for the transaction, the transfer shall be voidable at Joi Rides' option. The purchaser of the existing Joi Rides business will assume the obligations and position of the selling IMR. An IMR who sells a Joi Rides business shall not be eligible to reapply as an IMR for a period of at least six (6) calendar months after the date of the sale. No changes in line of Sponsorship can result from the sale or transfer of a Joi Rides business.

5.8 – Sponsoring an IMR

All IMRs in good standing have the right to enroll and propose to enroll others into Joi Rides. While each prospective IMR has the ultimate right to choose his or her own Sponsor, Joi Rides IMRs are expected to maintain a high level of integrity and respect for one another in the IMR community. When an IMR has presented the Joi Rides opportunity to a prospect either in person, online or over the telephone in a formal "presentation" venue, other IMRs should be courteous of the relationship and not interfere in the enrollment process by attempting to entice enrollment under a different Sponsor for a minimum period of thirty (30) days.

After this thirty (30) day timeframe has elapsed, the prospect is to be considered a free agent and can be approached by other IMRs in the field. If two (2) IMRs claim to be the Sponsor of the same new IMR, Joi Rides will expect the resolution for the dispute to take place in the field. In the event this cannot be

accomplished and the new IMR will not make the choice, Joi Rides will assign the new IMR to the Sponsor identified in the first dated application received by Joi Rides.

5.9 – Transfer Upon Incapacitation

To successfully complete the transfer of a Joi Rides business because of incapacity, the conservator, guardian or trustee of the incapacitated IMR must provide all necessary documentation. This documentation will establish the right of the subject conservator, guardian or trustee to the incapacitated IMR's Joi Rides business. The conservator, guardian or trustee must:

- a) Complete and execute an Agreement;
- b) Comply with the terms and provisions of the Agreement;
- c) Meet all of the qualifications for the incapacitated IMR's position.

Any requests for placement transfer must go through the designated process for exception review.

5.10 - Succession

Upon the untimely passing of an IMR, his or her business may be passed to his or her heir(s). Appropriate legal documentation must be submitted to Joi Rides to ensure the transfer is valid. Accordingly, an IMR should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Joi business is transferred by a will or other testamentary process, the heir(s) acquires the right to collect all commissions and/or bonuses of the deceased IMR's organization provided the following qualifications are met. The heir(s) must:

- a) Complete and execute an Agreement, including all required tax forms;
- b) Comply with terms and provisions of the Agreement; and
- c) Meet all of the qualifications for the deceased IMRs position.

Commissions and bonuses of a Joi Rides business transferred pursuant to this section will be paid in a single payment jointly to the heir(s). The heir(s) must provide Joi Rides with an "address of record" to which all commission/bonus payments will be sent. If the business is bequeathed to joint heir(s), they must form a Business Entity and acquire a Federal Employer Identification Number (FEIN). Joi Rides will issue all commission/bonus payments and one (1) IRS Form 1099-MISC (non-employee compensation) to the Business Entity. If time elapses during this process, commissions will be paid as qualified for and earned.

5.11 – Organization Protection

When a vacancy occurs in an organization due to the termination of an IMR Agreement, the IMR in the downline of the terminated IMR will remain in their original positions. The downline drivers, passengers and IMRs will remain as Joi Rides drivers, passengers and IMRs unless they voluntarily cancel. Upline IMRs will continue to receive commissions and bonuses as they did prior to the termination event. The position occupied by the terminated IMR will not be filled and will remain vacant in the organization. There is no "compression" or "roll-up" of drivers, passengers and/or IMRs. In addition, when an IMR is terminated due to violations of the P&P's, commissions and bonuses resulting from violations of the P&P's will not be paid and may impact the entire organization.

Section 6 – Responsibilities of an IMR

6.1 – Contact Information

Accurate and current contact information of IMRs is essential for timely delivery of Joi Rides information as well as the issuance of tax documents, and commissions. Therefore, all IMRs are required to keep their contact information up to date and accurate. (e.g., contact name, SS or FEIN number, email address, mailing address and telephone number.

Any fines, sanctions or penalties levied upon Joi Rides or its affiliates resulting from an IMR's failure to timely provide Joi Rides with accurate and complete contact information shall be deducted from that IMR's commissions and/or e-wallet balance.

6.2 – Income Taxes

Each IMR is responsible for paying applicable taxes on any income generated as an IMR with Joi Rides. Each IMR is required to provide Joi Rides with a completed W-9 tax form. Annually, Joi Rides will provide an IRS Form 1099-MISC (non-employee compensation) earnings statement to each IMR who had earnings of more than \$600.00 in the previous calendar year. Failure to provide required tax documentation will result in payments being withheld or forfeited.

The IMR will be considered to have earned the commission or bonus (for 1099 processing purposes) at the point the commission or bonus deposit is made into the IMR's e-wallet account, not at the time a disbursement is requested or performed.

6.3 – Insurance

As independent contractors of Joi Rides, IMRs are not covered by the Joi Rides corporate insurance policies. As business owners, it is strongly recommended that all IMRs have appropriate or required General Liability and Workers' Compensation coverage.

6.4 – Non-Disparagement

Joi Rides values constructive criticism and comments from IMRs who have the best interest of Joi Rides at heart. All such comments must be submitted in writing to the Joi Rides Rep Support Department (repsupport@joirides.com). While Joi Rides welcomes constructive input, negative comments and remarks made by IMRs about Joi Rides, other IMRs, drivers, passengers or employees serve no business purpose and creates a negative culture. For this reason, and to set the proper example for their organizations, IMRs shall not disparage, demean or make inappropriate remarks about IMRs, drivers, passengers, or Joi Rides and its managers, directors, officers, employees and/or agents.

Additionally, IMRs shall not disparage competitors, cities, counties, regulators or vendors. Joi Rides reserves the right to remove any disparaging or inappropriate comments from any of Joi Rides public or private media forums. Joi Rides and IMRs acknowledge and agree that Joi Rides has no responsibility for IMR actions and shall be held harmless for any IMR that violates this Section 6.4.

6.5 – Ongoing Training

IMRs are strongly encouraged to further their understanding of Joi Rides' services and the Joi Rides opportunity. To support this process Joi Rides encourages every IMR to take the time to review and educate themselves on the then current Joi Rides Compensation Plan, the current Agreement and the contents of this P&P.

IMRs who sponsor other IMRs are expected to provide assistance and training to ensure that those sponsored IMRs are properly operating their Joi Rides business. IMRs must have ongoing contact and communication with the IMRs in their organizations. Examples of such contact and communication may include, but are not limited to, online communications, e-newsletters, written correspondence, personal meetings, telephone contact, voicemail and email. IMRs are also responsible for motivating, training and educating new IMRs as it relates to Joi Rides services and motivational and sales techniques. IMRs should

mentor and monitor other IMRs in their organizations to ensure that IMRs do not put their Joi Rides business or Joi Rides at risk by violating these policies.

6.6 – Reporting Violations of the Agreement

IMRs who may observe a violation of the Agreement by another IMR are required to report the violation to the Joi Rides Compliance Department at (compliance@joirides.com). In this report, please provide details such as dates, number of occurrences, persons involved and any supporting documentation. All reports received by Joi Rides will remain confidential and anonymous until such time as the IMR who made the report authorizes Joi Rides to disclose his or her identity or is compelled to do so by subpoena, court order or arbitrator's instruction.

Should you have reasonable suspicion or knowledge that an IMR is violating any of these policies, you have an obligation and a duty to report such violation. Failure to report could result in disciplinary actions against the non-reporting IMR. If you are told anything that is contrary to these P&P's, you may not rely on the information and you have the duty to confirm with the Joi Rides Compliance Department (compliance@joirides.com).

Section 7 – Structuring an Independent Business

7.1 – Territory Restrictions

The offering of Joi Rides services initially will be limited to certain cities and states. These specific markets will be announced by Joi Rides on a regular basis, however, within such markets, there are no exclusive industries, organizations or territories granted to any IMR.

7.2 – No Solicitation in Un-Approved Markets

Due to the regulation of rideshare services by cities and states, Joi Rides services may only be offered in certain Joi Rides approved markets. In some states, not all of the cities may be included or available. As additional cities are opened for the availability of Joi Rides services, Joi Rides will announce such markets and availability to all IMRs. Neither Joi Rides nor any of its affiliates makes any representation, warranty or guarantee that Joi Rides services will be available in any additional markets.

Accordingly, IMRs are authorized to promote the use of Joi Rides services and have drivers/passengers download the Joi Rides app only in those specific markets that Joi has announced as being open or about to open. IMRs may, in markets in prelaunch status, conduct training meetings and enroll or attempt to enroll potential IMRs. In most situations, Joi Rides will announce that a market is open for pre-enrollment of drivers/passengers prior to opening of the market.

7.3 – Sale of Competing Rideshare Services

IMRs may not represent, sell or promote any competing rideshare services. Joi Rides will not tolerate IMRs specifically or consciously targeting the sales force of another direct selling company to offer Joi Rides services or to become a Joi Rides IMR.

7.4 – Participation in Other Direct Selling Programs

An IMR may engage in non-Joi Rides direct selling programs outside of rideshare, but it is the responsibility of the IMR to ensure that his or her Joi Rides business is operated separately and apart from any other program in which the IMR participates. To this end, an IMR shall not offer Joi Rides services or promote the Joi Rides business to prospective or existing customers in conjunction with any other direct selling company's opportunity, product or service.

The IMR shall not promote the Joi Rides service or that of any other direct selling company at any Joi Rides related get-together, meeting or convention or online in any Joi Rides related forum or social media service. Upon achieving the promotion to Zone Director, the IMR must disclose to Joi Rides any existing, active relationship with another direct selling company with which the IMR is involved. IMRs shall not display Joi Rides promotional materials of any kind in the same location as another direct selling event or meeting.

7.5 – Non-Exclusivity, Non-Participation and Non-Solicitation

During the term of the Agreement, IMRs may generally participate in non-rideshare direct sales companies as long as they do not solicit other IMRs, drivers or passengers to join them. As long as the IMR abides by all regulations set forth in the IMR Agreement and the Policies & Procedures (including specifically the prohibition of Solicitation detailed in this Section and in Section 17 of the IMR Agreement) then such simultaneous participation will be permitted.

However, any participation (directly or indirectly through another individual or entity) of the IMR in another direct sales company that provides and/or sells rideshare services as a product/service of its direct sales model is strictly prohibited and will be cause for immediate termination. For the purposes of this clause, "participation" will mean earn a commission or bonus, be an independent sales or marketing distributor or representative, have a relationship in any capacity including but not limited to employee, contractor, owner, manager, director, advisor, consultant or vendor.

For a period of six (6) months following termination of the Joi Rides Agreement for any reason, IMRs shall not directly or indirectly approach or recruit other Joi Rides IMRs or drivers/passengers outside of their

personally-sponsored (frontline) IMR team for any other direct selling business or for any other rideshare service business.

IMRs and Joi Rides understand and agree that because direct selling is conducted through networks of independent contractors across the world, an effort to narrowly limit the geographic scope of this “non-solicitation” provision would render it wholly ineffective. Therefore, IMRs and Joi Rides agree that this “non-solicitation” provision shall apply to all markets in which Joi Rides conducts its business and offers the Joi Rides service.

7.6 – Earnings Disclosure

Joi Rides, from time to time, may distribute an Earnings Disclosure Statement (EDS) to the field, the regulator and to certain requested legal entities. The EDS is designed to accurately convey comprehensive information regarding the income of Joi IMRs. The EDS represents the true average earnings of Joi Rides IMRs and provides high, low and average monthly earnings information, as well as annualized averages.

When available, Joi Rides will provide the EDS to every active Joi Rides IMR. When discussing or promoting the Joi Rides business to prospective IMRs, if requested, the IMR must provide a copy of the current EDS to each prospect.

7.7 – Earnings Claims

IMRs shall not make earnings projections, earnings claims, or disclosure of IMR earnings (including the showing of checks, copies of checks, bank statements or tax records). Moreover, the Federal Trade Commission and several states have laws or regulations that regulate or prohibit certain types of earnings claims and testimonials made by persons engaged in direct selling companies. Thus, when discussing the earnings potential available through the Joi Rides, IMRs may use only those materials produced by Joi Rides, and may not make any claims inconsistent with such materials.

7.8 – Service Claims

IMRs are prohibited from making any claim regarding Joi Rides services which deviate from the terms, pricing and conditions set forth in the Joi Rides literature or contained in the Joi Rides mobile apps.

7.9 – Compensation Plan Claims

When presenting or discussing the Joi Rides Compensation Plan, IMRs must make it clear to prospective IMRs that financial success with Joi Rides requires effort, enthusiasm, commitment and some degree of sales skill. It is important that IMRs do not make any representations that could lead a prospective IMR believe that he or she can be successful as a Joi Rides IMR without effort and a long-term vision of the goal to be achieved.

7.10 – IMR Recruiting Rules

To protect the integrity of the Joi Rides business opportunity, the following IMR recruiting rules are strictly enforced:

- a) Cross recruiting: Joi Rides does not permit an IMR to recruit other IMRs when that IMR is currently under an IMR Agreement or has held such an Agreement within the preceding six (6) calendar months.
- b) Targeting other direct sellers - defined as targeting the sales force of another direct selling company to sell Joi Rides services or to become Joi Rides IMRs: Targeting other direct sellers is prohibited. This includes the solicitation of members of the sales force of another direct selling company to violate the terms of their contract with such other company. If an IMR engages in such activity, the IMR bears the risk of being sued by the other direct selling company, and Joi Rides will not indemnify the IMR or participate in legal and or defense costs which might arise from any outcome.
- c) Other direct sellers targeting Joi Rides IMRs: In the event that you are approached by a disenfranchised member of another direct selling company, you must inform the disenfranchised member to continue to follow the policies and procedures of the member’s direct selling company.

7.11 – Sponsorship Rules

To protect the integrity of all organizations and safeguard the hard work of all IMRs, Joi Rides does not permit an IMR to change Sponsorship when the IMR is currently under an IMR Agreement, or who has had such an Agreement within the preceding six (6) calendar months. Maintaining the integrity of Sponsorship is critical for the success of every IMR and organization. Accordingly, the transfer of a Joi Rides business from one Sponsor to another is not permitted except as otherwise expressly provided herein.

On very limited and select occasions, mistakes are made, in which an IMR is enrolled under the wrong Sponsor. In such cases, the transfer would take place to another organization with their entire organization intact. Requests for transfer under this strict policy may be submitted as long as the IMR makes the request in writing to the Joi Rides Rep Support Department (repsupport@joirides.com) within ten (10) business days from the date of enrollment to Joi Rides. In the event a Sponsor change is requested outside of the ten (10) business days, the request must be submitted by the Sponsoring IMR in order to receive consideration from Joi Rides. If the request is considered and approved, Joi Rides will require the approval of the enrolling IMR and existing Sponsor before the change can be finalized.

If an IMR discovers cross Sponsoring, that IMR shall report it to the Joi Compliance Department (compliance@joirides.com) immediately. Joi Rides may take disciplinary action against the IMR that changed organizations and those IMRs who encouraged or participated in the cross Sponsoring. Joi Rides may also move all or part of the offending IMRs organization to his or her original position if Joi Rides deems it equitable and feasible to do so. Joi Rides has no obligation to move the cross Sponsored IMRs organization, and the ultimate disposition of the organization remains within the sole discretion of Joi Rides. IMRs waive all claims and causes of action against Joi Rides arising from or relating to the disposition of the cross Sponsored IMRs organization.

IMRs waive any and all claims against Joi Rides and its affiliates that relate to or arise from changes in the lines of Sponsorship.

7.12 – Changes to a Legal Name

IMRs may change their legal designation under the same Sponsor from an individual to a Business Entity (as well as changing the type of Business Entity). IMRs seeking such a change must comply with all P&P's and complete the Business Entity Change Application and submit it to Joi Rides Rep Support Department (repsupport@joirides.com). There is a \$50.00 fee for each change requested and this fee must be included with a new Application.

7.13 – Business Entities

A corporation, limited liability company (“LLC”), partnership or trust (“Business Entity”) may apply to be an IMR. The Business Entity is required to furnish the names of all parties involved in the corporation, LLC, partnership or trust on the Agreement. Failure to disclose or update Joi Rides with current and accurate Business Entity data may result in termination.

For a Business Entity to become an IMR or renew as an IMR, it must provide Joi Rides with the following:

- a) A completed Agreement signed by an authorized officer of the Business Entity;
- b) A copy of the corporate Articles of Incorporation (Corporation), Articles of Organization (LLC), partnership agreement or trust agreement as applicable. Articles of Incorporation or Articles of Organization must be stamped by the Secretary of State in the state of incorporation or organization. Partnership or trust agreements must be fully executed;
- c) The full name and address of each director, manager, officer, shareholder, unit or holder who owns the Business Entity;
- d) The Business Entity's FEIN, which by providing such FEIN, you consent to verification of;
- e) A properly executed Form W-9; and
- f) A letter from the Business Entity designating one individual, who must be at least eighteen (18) years of age, as the responsible party for the Business Entity's operations and sales.

Any Business Entity submitting an online Agreement will need to submit all required documentation to Joi Rides Rep Support Department (repsupport@joirides.com) in order to complete enrollment. These enrollments will not be charged the initial enrollment fee or monthly website plan fee (if applicable) until the application has been successfully processed by Joi Rides.

7.14 – Cancellation

IMRs may change organizations by voluntarily canceling the Agreement in writing to Joi Rides Rep Support Department (repsupport@joirides.com) and remaining inactive (e.g., no sales of Joi Rides services, no sponsoring of IMRs, no attendance at any Joi Rides functions and no participation in any other form of IMR activity or operation of any other IMR business) for six (6) calendar months. Following the six (6) month period of inactivity, the former IMR may reapply under a new Sponsor; however, the former IMRs organization will remain in the original line of Sponsorship. Joi Rides may consider waiving the six (6) month waiting period in extreme circumstances at its sole discretion. Such requests for waiver must be submitted in writing to the Joi Rides Rep Support Department (repsupport@joirides.com) from the IMR's primary email address on file.

7.15 – Indemnification

IMRs are fully responsible for their verbal and written statements made regarding Joi Rides that are not expressly contained in official Joi Rides materials. IMRs agree to indemnify Joi Rides and its affiliates and their respective managers, directors, officers, employees, members and agents, and hold them harmless from any and all liability including: judgments, third party lawsuits, civil penalties, refunds, attorney fees, court costs and lost business incurred as a result of or stemming from the IMR's unauthorized representations, actions or inactions. This provision shall survive the termination of the Agreement.

Section 8 – Operating an Independent Business

8.1 – Marketing Standards

Marketing standards are the practice of soliciting others with the Joi Rides business and approaching potential drivers/passengers with the Joi Rides services. When promoting either, IMRs must adhere to good business practices, including, without limitation, the following general standards:

- a) Identify yourself as an Independent Marketing Representative of Joi Rides;
- b) Be clear you are not an employee of Joi Rides or any of its affiliates;
- c) Do not represent yourself as an officer, employee or affiliate of Joi Rides services;
- d) Do not represent yourself as being affiliated with or employed by any city, county, state or federal agency or commission;
- e) Comply with all state and federal regulatory requirements;
- f) Only market to your family and friends, or those you have had multiple personal face to face conversations with, often times known as your warm market. A warm market is generally considered to be any person with whom you have an established business or personal relationship.
- g) Provide clear and accurate information about Joi Rides services, including accurate disclosures about pricing plans and active markets;
- h) Provide clear and accurate information about the Joi Rides business;
- i) Be professional and courteous to all potential and current drivers and passengers of Joi Rides;
- j) Do not make affirmative representations of advantages and/or savings that are not documented or evidenced in writing from corporate marketing materials provided by Joi Rides.

8.2 – House Enrollments

In cases in which a new IMR, driver or passenger enrolls without designating a specific IMR or inadvertently selects an unintended IMR, the driver or passenger goes to the house account temporarily. The appropriate IMR may request that the person be transferred out of the house account into the designated IMR organization. Requests for transfer under this policy will be processed as long as the requesting IMR makes the request in writing to the Joi Rides Rep Support Department (repsupport@joirides.com) within ten (10) business days from the date of enrollment with Joi Rides, and with the individual's permission. IMRs have a duty to manage their organizations and drivers/passengers regularly and verify that their lists are accurate and up to date.

If an IMR fails to request such a change within ten (10) business days, the IMR waives any and all claims against Joi Rides arising from the enrollment of the individual.

8.3 – Disputes over Enrollments

All IMRs in good standing have the right to refer other IMRs, drivers and passengers for enrollment with Joi Rides. If there is a dispute among IMRs as to which IMR should be the enroller of a certain individual, Joi Rides will not attempt to resolve the dispute. Joi Rides will regard the initial enrollment as controlling (subject to the requirements in Section 5.8 herein). IMRs will not receive more than one commission on any single activity.

8.4 – Delaying Enrollments

IMRs must not delay new enrollments of other IMRs in order to manipulate IMR earnings or promotions. All IMR Agreements are taken online and considered active once the proper information and full payment is provided. Any Agreement which is not filled out completely will be considered void by Joi Rides.

8.5 – Leads

A lead is defined as any type of contact information (e.g., email address, mailing address or telephone number) for a prospective IMR, driver or passenger. Joi Rides will not verify that leads purchased by IMRs are legitimate, and because leads are often obtained through questionable methods, IMRs are not allowed to purchase or use leads outside their warm markets.

Joi Rides IMR, driver and passenger information is strictly confidential and is considered property belonging to Joi Rides. IMRs shall not give, sell or otherwise distribute such information. Violation of this may result in sanctions and disciplinary action, including involuntary cancellation of the Agreement.

8.6 – Separation of the IMR Compensation Plan and the Driver Referral Program

Two separate and distinct compensation models exist within Joi Rides:

- a) The Driver Referral Program (DRP) as detailed in the Joi Rides Terms of Service Driver Addendum. This is applicable to drivers only and gives drivers who wish to participate the opportunity to earn overrides on the ride transactions performed by drivers they directly or indirectly refer to Joi Rides.
- b) The IMR Compensation Plan as detailed in the Joi Rides Compensation Plan. This is applicable to IMRs only and gives IMRs who are in a current Agreement term with Joi Rides the opportunity to refer other IMRs, passengers and drivers to Joi Rides and to earn overrides and bonuses on their ride transactions.

Any driver who participates in the DRP has no obligation to participate in the IMR Compensation Plan in order to continue to earn DRP overrides.

As the Sponsorship lineage in the DRP is established (through the referral of drivers by drivers), that Sponsorship lineage will not change as activity takes place in the IMR Sponsorship lineage.

If a driver chooses to become an IMR, his or her participation in the DRP is not modified in any way.

Any and all changes to any Sponsorship lineage detailed in these Policies & Procedures (in particular, Sections 8.7 and 8.8) apply to the IMR Compensation Plan.

8.7 – Referral of Drivers and Passengers

To protect the integrity of all organizations and safeguard the hard work of all IMRs, Joi Rides employs specific rules regarding the referring of drivers and passengers and under what conditions a Sponsor move might be permitted.

Passengers:

Passengers are assigned a certain status according to their enrollment/activity progress:

- a) Enrolled: Set up a new account either through the mobile app or online and is ready to take rides.
- b) Active: Has completed his or her first ride transaction as a passenger.
- c) Cancelled: The passenger requests a discontinuation of the account.
- d) Terminated: The passenger account was discontinued by Joi Rides.

Regardless of the fact that a new passenger was referred by a particular IMR, that Sponsorship IS able to be changed at will (by the passenger) under the following conditions:

- a) The passenger in question can't also be an IMR (in which case he or she is subject to all rules governing IMR Sponsorship changes) AND any one of the following:
 - a. The passenger has never been in Active status OR

- b. The passenger hasn't performed a ride transaction (per the Compensation Plan) in over 90 days OR
- c. It has been at least one (1) year since the later of the passenger's first ride or last Sponsor change

Drivers:

Drivers are assigned a certain status according to their enrollment/activity progress:

- a) Pending: Set up a new account either through the mobile app or online. Has not been approved to take passengers on rides.
- b) Pre-Approved: Agrees to the Joi Rides Terms of Service and pays the application fee.
- c) Document Review: Has provided all information and documentation to Joi Rides and is undergoing review.
- d) MVR In-Process: Documents have been reviewed and approved. Motor Vehicle Report verification is in-process.
- e) BC In-Process: Motor Vehicle Report has been verified. Background Check is in-process.
- f) Failed: Failed any portion of the document review, Motor Vehicle Report verification, or Background Check.
- g) Approved: Has completed review and is ready to take passengers on rides.
- h) Appealed: Appeal in process. Will revert to "Failed" or "Active".
- i) Active: Has completed his or her first ride transaction as a driver.
- j) Suspended: Has been temporarily removed from certain functionality due to corrective action or failure to renew paperwork.
- k) Terminated: Action has been taken by Joi Rides to discontinue driving privileges.
- l) Cancelled: The driver requests a discontinuation of the account.

Regardless of the fact that a new driver was referred by a particular IMR, that Sponsorship IS able to be changed at will (by the driver) under ALL of the following conditions:

- b) The driver in question can't also be an IMR (in which case he or she is subject to all rules governing IMR Sponsorship changes) AND;
- c) It has been at least one (1) year since the driver first became Active AND;
- d) The driver hasn't performed a ride transaction (per the Compensation Plan) in over thirty (30) days AND;
- e) The new Sponsor must be an Active IMR (not just a driver)

If such a change does take place, any existing (if any, due to participation in the Driver Referral Program (see the Joi Rides Terms of Service, Driver Addendum)) personally-sponsored (frontline) drivers of the driver who is changing Sponsors will become personally-sponsored by the previous immediate upline (whether IMR or driver) of the driver who is changing Sponsors.

NOTE: In the case where an individual is BOTH a driver and a passenger of Joi Rides and a Sponsor change is desired, ALL of the criteria for BOTH scenarios above must be met.

8.8 – Participation as IMRs by existing Drivers and Passengers

Because all individuals who participate in Joi Rides in any capacity (IMR, driver or passenger) have the opportunity to participate in *multiple* capacities (ex. an individual can be both an IMR and a driver), there are certain rules governing the ability for an existing driver or passenger to also participate as an IMR:

- a) The driver's or passenger's existing Sponsor lineage will be respected. No changes will take place. The passenger or driver will simply begin to operate as an IMR with all rights and privileges.
- b) For drivers, any existing frontline and downline drivers referred directly or indirectly by the driver will automatically become a part of that IMR/driver's Personal Ride Transaction (RT) Group.
- c) The new IMR's Fast Start clock (28 days) will begin at the point the IMR Agreement begins (as normal)
- d) The IMR/driver can't count any existing frontline or downline drivers toward his or her Fast Start requirement
- e) The IMR/driver CAN, however, count any existing frontline or downline drivers toward his or her rank advancement and rank qualifications (must still adhere to regulations including having at least three (3) unique individuals (see the Joi Rides Compensation Plan))

In the case where an existing driver or passenger wishes to become an IMR in *another* Sponsorship lineage (i.e. wishes to change his or her Sponsor), he or she may do so regardless of his or her existing status or tenure with Joi Rides.

HOWEVER, in the case of a driver who has existing frontline and/or downline drivers (through participation in the DRP), any existing personally-sponsored (frontline) drivers of the driver who is becoming an IMR and changing Sponsors will become personally-sponsored by the previous immediate upline (whether IMR or driver) of the driver who is becoming an IMR and changing Sponsors.

Section 9 - Marketing

9.1 – Marketing Events

A marketing event is any public gathering, seminar, meeting, conference, convention, trade show or other gathering that provides an IMR the ability to market Joi Rides and the Joi Rides business to potential IMRs and drivers/passengers. It is the IMR's responsibility to get advance approval from the onsite event coordinator and ensure that he or she is the only Joi Rides independent Marketing Representative holding an event.

In addition to the general marketing standards, an IMR who wishes to display must adhere to the following standards:

- a) Visibly display his or her official Joi Rides name at all times when soliciting for IMRs and drivers/passengers;
- b) Provide the potential IMR, driver and passenger with approved written information regarding Joi Rides services immediately upon request;
- c) Provide Joi Rides' contact information for inquiries, verification and complaints; and
- d) Strictly adhere to all of the P&P's contained herein.

We recommend that you attain booth accessories and branded materials needed to present a professional display.

Joi Rides further reserves the right to refuse authorization for an IMR to participate in any function that it does not deem suitable for the promotion of Joi Rides.

9.2 – Internet Marketing

An IMR is permitted to use social media, online blogs and other online forums to discuss the Joi Rides business opportunity and services as long as the content complies with the P&P's contained herein. However, if an IMR wishes to advertise or market Joi Rides and the Joi Rides business opportunity via the previously mentioned channels, an IMR may only do so by directing traffic to the IMR's personal website or www.joirides.com.

Any IMR using social media, blogs or other online forums must comply with the following:

- a) Clearly indicate that you are an Independent Marketing Representative and not an employee of Joi Rides;
- b) Clearly indicate that you are not affiliated with any city, county, state or federal agency or commission;
- c) Strictly adhere to all of the P&P's contained herein; and
- d) When publishing content that has to do with Joi Rides, use a disclaimer noting that the postings are your own and do not necessarily represent Joi Rides' views or opinions.

9.3 – Unacceptable Marketing Practices

Unless otherwise expressly stated, the following activities are prohibited:

- a) Door-to-door marketing - Direct solicitation of a non-warm market prospect, initiated by the IMR at their home or business.
- b) Unsolicited communications - sending unsolicited e-mail, text or other electronic communications promoting Joi Rides services to prospects unknown to the IMR. Except as provided below, such electronic solicitations are prohibited.

Email solicitation is permitted if the following conditions are met:

- (1) the email distribution list must be the IMR's warm market;
- (2) the content of all email solicitations must be approved by the Joi Rides Compliance Department (compliance@joirides.com) prior to distribution;
- (3) the content must comply with the applicable laws and regulations including, without limitation, the Federal CAN-SPAM ACT; and

(4) IMRs must provide a functioning return email address to the sender, include a notice in the email that advises recipients that they may reply or that future email solicitations have an “opt-out” notice, include their physical mailing address and clearly disclose that the message is an advertisement or solicitation.

c) Telemarketing (Cold Calling) - Placing one or more telephone calls to an individual or entity outside of the IMR’s warm market to solicit the purchase of Joi Rides services or the Joi Rides business opportunity.

9.4 – Advertising and Marketing

IMRs shall safeguard and promote the good reputation of Joi Rides. IMRs shall not engage in advertising practices that are deceptive, false, misleading or unfair. Advertising is defined as the action of calling something to the attention of the public. Marketing is defined as the process or technique of promoting, selling and distributing a product or service.

An IMR is not allowed to advertise or market to potential IMRs and consumers unless the IMR utilizes the materials provided by Joi Rides in the IMR’s Dashboard. IMRs are prohibited from creating any materials (e.g., banners, flyers, letters) that would be used to advertise or market to consumers.

In those instances where an IMR wishes to create a piece of marketing material that would be used to advertise or market to IMRs that is not already provided in the Dashboard, the IMR may do so as follows: The IMR must first submit a draft of the material created along with a completed Advertising/Marketing Form to the Joi Compliance Department (compliance@joirides.com). This form will be reviewed by the Joi Rides Compliance Department and may be considered for approval on a case-by-case basis. Requests will be considered within five to ten business days whenever possible. Unless express written approval is received by the requesting IMR, the request shall be deemed denied.

Advertising/marketing may be considered for IMRs with the express written approval of the Joi Rides Compliance Department (compliance@joirides.com). The IMR must first submit a draft of the material created along with a completed Advertising/Marketing Form to the Joi Rides Compliance Department (compliance@joirides.com). This form will be reviewed by Joi Rides and may be considered for approval on a case-by-case basis in Joi Rides’ sole and absolute discretion. Unless express written approval is received by the requesting IMR, the request shall be deemed denied.

9.5 – Search Engine Advertising

An IMR may use paid search engine advertising with Joi Rides approved phrases available from the Joi Rides Compliance Department to promote Joi Rides services or the Joi Rides business opportunity. IMRs must submit requests to the Joi Compliance Department (compliance@joirides.com) to receive the express written approval prior to engaging the use of paid search engine advertising. IMRs receiving approval to engage in search engine advertising acknowledge that the success, or lack thereof, of search engine advertising is not the responsibility of Joi Rides.

9.6 – Banner Ads and Links

IMRs may place banner ads and links to their Joi Rides personal website on third-party websites, provided that the IMR uses approved banner ads, templates and images. The third-party website:

- a) Shall not contain any content or material that could be construed as offensive, unlawful, controversial or distasteful;
- b) Shall not contain content and materials that are not appropriate for all age groups; and
- c) The web page that a link or banner ad is posted on shall not contain links or banner ads for any other direct selling company or in any way promote another direct selling company.

Prior to placing a link or banner ad on a third-party website, the IMR must submit the URL of the third-party website to the Joi Rides Compliance Department (compliance@joirides.com) for review. If the Joi Rides Compliance Department determines that the third-party website is acceptable for display of a Joi Rides

banner ad or link, the IMR will be notified in writing. Unless an IMR receives express written approval from the Joi Rides Compliance Department, the request shall be deemed denied.

If approval has been provided by Joi Rides and at a later date the website content has changed and no longer meets the above standards, the IMR must immediately remove the link or banner ad. If Joi Rides' Compliance Department identifies the change, it will contact the IMR and require the IMR to immediately remove the banner ad(s) or link(s) from the website.

All banner ads must be linked to the IMR's personal website. When directing readers to a personal website, it must be evident to a reasonable reader, from a combination of the link and the surrounding content, that the link will go directly to a personal website. Any attempt to mislead Internet readers into believing they are going to a personal website, when in fact they land at another website, is prohibited. The determination as to what is misleading or what constitutes a reasonable reader will be at Joi Rides' sole and absolute discretion.

9.7 – Personally Developed Websites

IMRs who have reached the promotion Zone Director or above may develop a website to promote Joi Rides services or the Joi Rides business opportunity and support their team. Prior to publication, the IMR must submit the proposed website to the Joi Rides Compliance Department (compliance@joirides.com). The website may not be published or made accessible to the public unless the IMR has received express written approval from the Joi Rides Compliance Department. There is a \$500.00 annual website review fee that must be paid to Joi Rides prior to review. Joi Rides reserves the right to rescind its approval of a website in the event it determines that the website no longer meets its standards as outlined herein.

9.8 – Domain Forwarding

IMRs wishing to use domain forwarding for the purposes of directing a browser to their personal websites are permitted to do so, however, the IMR must submit the domain name to the Joi Rides Compliance Department (compliance@joirides.com) for written approval prior to active forwarding.

When directing readers to an IMR's forwarding address, it must be evident to a reasonable person, from a combination of the address and the surrounding content, that the link will go directly to a Joi Rides personal website. Any attempt to mislead Internet readers into believing they are going to a Joi Rides personal website, when in fact they land at another, is prohibited.

9.9 – Domain Name and Email Addresses

IMRs shall not use or attempt to register any of Joi Rides' trademarks, service marks, trade names, product names, company names or any derivative thereof for any email address, Internet domain name or any other media such as phone numbers or other electronic media. All domain names intended for use by an IMR for the IMR's Joi Rides business must be submitted for approval to the Joi Rides Compliance Department (compliance@joirides.com)

9.10 – Trademarks and Copyrights

Joi Rides does not allow the use of its trademarks, trade names, designs or symbols and copyrighted material by any person, including IMRs, without prior written permission by the Joi Rides Compliance Department. If IMRs are unclear on what constitutes a trademark, trade name, copyright, etc., it is recommended that they contact the Joi Rides Compliance Department (compliance@joirides.com).

9.11 – Media and Media Inquiries

IMRs shall not respond to media inquiries regarding Joi Rides or any affiliate companies. All inquiries by any type of media must be immediately referred to the Joi Rides Marketing Department (marketing@joirides.com). This policy is designed to ensure that accurate and consistent information is provided to the public. IMRs shall not utilize magazine, newspaper, online media, radio or television media for the advertising or promotion of Joi Rides services without the express written approval of the Joi Rides Compliance Department (compliance@joirides.com). In the event that Joi Rides grants permission for the

use of such media, the Joi Rides Marketing Department reserves the right to be involved in the production process and the right for copies and future use of all recordings.

9.12 – Sales Aids and Training Materials

To promote the Joi Rides business opportunity, IMRs must exclusively use the sales aids and training materials produced by Joi Rides. Joi Rides approved and produced training materials are available in each IMR's Dashboard.

In rare circumstances, Joi Rides may allow an IMR to use live and virtual events, promotional materials, training aids or other literature that the IMR has developed. If an IMR wishes to use such self-produced materials, the IMR must submit the materials to the Joi Rides Compliance Department (compliance@joirides.com) for review. Unless the IMR receives express written approval from the Joi Rides Compliance Department, the IMR shall not be permitted to use self-produced materials.

Joi Rides will not permit IMRs to sell sales aids, including event tickets that promote, educate or train the Joi Rides business opportunity to other IMRs without prior express written approval by the Joi Rides Compliance Department (compliance@joirides.com). IMRs who receive authorization from the Compliance Department to produce their own sales aids may not sell such material for profit to any other IMR but may recover out-of-pocket costs for such materials and events.

IMRs may not produce, or reproduce for sale or distribution, any recorded Joi Rides event or speech without the express written approval from the Compliance Department, nor may IMRs reproduce for sale or for personal use any recording of audio or video presentations produced by or for Joi Rides.

Joi Rides reserves the right to rescind approval for any promotional materials, sales tools or other literature or events, and IMRs waive all claims for damages or compensation arising from or relating to such rescission.

Section 10 – Dispute Resolutions

10.1 – Disciplinary Sanctions

The Joi Rides Compliance Department will endeavor to investigate inquiries and complaints concerning an IMR's marketing practices or other non-compliant activities within fifteen (15) business days of a formal receipt of a complaint. During Joi Rides' investigation of a complaint, Joi Rides may, in its sole and absolute discretion, suspend an IMR. IMRs shall cooperate with the Joi Rides Compliance Department to facilitate a thorough and timely investigation.

10.2 – Violation of the Agreement

A violation of the Agreement is understood to be any of the following:

- a) A violation of any common law duty, including but not limited to any applicable duty of loyalty;
- b) A violation of any law or regulation;
- c) Any illegal, fraudulent, deceptive or unethical business conduct;
- d) Any act or omission by an IMR that, in the sole and exclusive discretion of Joi Rides, may damage its reputation or goodwill.

Such act or omission may result in one of more of the following disciplinary sanctions:

- a) Requiring the IMR to take immediate corrective measures;
- b) Issuance of a written warning or admonition;
- c) Suspension with or without pay;
- d) Deactivation of their Dashboard access and/or the IMR's personal website.
- e) Withholding of all or part of the IMR's commissions and/or bonuses during the period that Joi Rides is investigating any alleged violation.

If an IMR's business is canceled for disciplinary sanctions, the IMR will not be entitled to recover:

- a) Commissions and/or bonuses withheld during the investigation period;
- b) Loss of rights to one (1) or more commission and/or bonus payments;
- c) Ineligibility for any IMR incentive programs;
- d) Deactivation of the Virtual Office and/or the IMRs personal website;
- e) Involuntary cancellation of the Agreement (Note: Cancellation will be effective as of the notice date);
- f) Any other measure expressly allowed within any provision of the Agreement or that Joi Rides deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the IMR's violation;
- g) In appropriate and extreme situations, Joi Rides may institute legal proceedings for monetary and/or equitable relief.

Each IMR agrees to cooperate with Joi Rides' investigation of potential violations. An IMR's duty to cooperate shall include, without limitation:

- 1) responding promptly, completely and truthfully to any inquiries or requests for information or documents (including, but not limited to, books, records, correspondence and electronically stored information);
- 2) furnishing requested documents and information within two (2) business days of any request;
- 3) authenticating documents; and
- 4) testifying completely and truthfully.

Each IMR agrees that this duty to cooperate with Joi Rides also applies to any mediation, arbitration, civil litigation or administrative proceeding.

10.3 – Complaints and Grievances

When an IMR has a grievance or complaint with another IMR regarding any practice or conduct in relationship to the IMR's respective Joi Rides business, the complaining IMR should first report the problem

to his or her Sponsor, who should review the matter and try to resolve it with the other party's Sponsor. If the matter involves interpretation or violation of the Agreement, it must be reported in writing to the Joi Rides Compliance Department (compliance@joirides.com).

10.4 – Mediation

Prior to instituting any arbitration as provided in these P&P's, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through nonbinding mediation. One (1) individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated fees and costs pursuant to the mediation agreement. Each party shall pay its own attorney fees, costs and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Dallas, Texas USA.

10.5 – Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. IMRs waive all rights to trial by jury or by any court. All arbitration proceedings shall be held in Dallas, Texas USA. If the initial damages sought by the initiating party (the "claimant") are less than \$1,000,000, there shall be one (1) arbitrator. If the initial damages sought by the claimant are \$1,000,000 or greater, there shall be three (3) arbitrators. The arbitrator(s) shall be an attorney or attorneys at law, who shall have expertise in business law with a strong preference being an attorney knowledgeable in the Direct Selling industry, selected from the panel provided by the American Arbitration Association. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator(s) shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

No extrinsic evidence, including trade custom, shall be used at the arbitration hearing to interpret the IMR Agreement.

Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect the party's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

10.6 – Jurisdiction and Governing Laws

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Dallas, Texas USA. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Texas shall govern all matters relating to or arising from the Agreement.

10.7 – Miscellaneous

It is agreed that the Agreement shall not be construed against Joi Rides. IMRs acknowledges that he or she has had the opportunity to consult with an attorney if the IMR so wishes prior to entering into this Agreement.

Section 11 - Cancellation

11.1 – Voluntary Cancellation

IMRs have the right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Joi Rides Rep Support Department (repsupport@joirides.com) from the IMR's email address on file. The written email notice must include the IMR's registered name, address and IMR Identification Number (J#). If the IMR is also a driver and/or passenger, they will not be prohibited from continuing to use the Joi Rides services.

11.2 – Involuntary Cancellation

An IMR's violation of any terms of the Agreement, including any subsequent amendments that may be made by Joi in its sole discretion, may result in any of the disciplinary sanctions explained prior, including the involuntary cancellation of the Agreement. Cancellation shall be effective on the date on which written notice is emailed, shipped (e.g., FedEx, UPS) or mailed to the IMR's last known address on file. Joi Rides reserves the right to terminate the IMR's Agreement upon thirty (30) days' written notice.

11.3 – Effect of Cancellation

So long as an IMR remains active, complies with the terms of the Agreement and Joi Rides accepts payment of the annual renewal fee, Joi Rides shall continue to pay commissions and/or bonuses to such IMR in accordance with the Compensation Plan. An IMR's commission and/or bonuses constitute the entire consideration for the IMR's efforts in encouraging sales and all activities related to generating sales (including building an organization).

Following a nonrenewal of the Agreement by the IMR or Joi Rides or voluntary or involuntary cancellation of the Agreement (all of these methods are collectively referred to as "cancellation"), the former IMR shall have no right, title, claim or interest to the organization that the IMR operated or receive any commission and/or bonus from the sales generated by the organization.

An IMR whose business is cancelled will lose all rights as an IMR. This includes the right to encourage Joi Rides service usage and the right to receive future commissions and/or bonuses or other income resulting from the sales and other activities of the IMR's former organization. In the event of cancellation, the IMR agrees to waive all rights, including but not limited to property rights, rights to the former organization and to any commissions and/or bonuses or other remuneration derived from the sales and other activities of the IMR's former organization.

Following cancellation of an IMR's Agreement, the former IMR shall not hold himself or herself out as an IMR and shall not have the right to promote the sale of Joi Rides services. An IMR whose Agreement is canceled shall receive commissions and/or bonuses only through the last full pay cycle the IMR was active prior to cancellation (less any amounts withheld during an investigation/probation preceding an involuntary cancellation).

11.4 – Non-Renewal

An IMR may also voluntarily cancel the Agreement by failing to renew the Agreement on its anniversary date. Joi Rides may also elect not to renew the Agreement upon its anniversary date. An IMR will not be paid for any amounts earned while the IMR account is inactive.

Section 12 – Voluntary Cancellation Refunds

12.1 – Enrollment Fee Refund

The initial fee to become an IMR is \$329.95. From time to time, and during pre-launch and launch period, the company may offer a reduced fee for a limited period. If the IMR submits a cancellation request within three (3) business days of the initial enrollment date to the Joi Rides Rep Support Department (repsupport@joirides.com), the IMR will receive a full refund of the enrollment fee paid. In the case where state or local law requires additional time to give notice to Joi Rides in order to receive a refund, the state or local law will prevail.

All commissions, overrides and/or bonuses paid to a terminated IMR and the IMR's upline as a result of any product or service returned or cancelled must be repaid to Joi Rides from IMRs receiving such commissions, overrides and/or bonuses. Joi Ride may deduct such amounts from any commissions or other amounts owed to such IMRs.

Glossary of Terms

1st Generation Open-Line (1st Gen OL) – Your 1st Gen OL consists of all IMRs in each Line starting with but not including yourself down to and including the Open-Line Breakpoint. Your frontline IMRs will always be in your 1st Gen OL regardless of the qualified leadership position they or you hold. The Personal QPs for each IMR in your 1st Gen OL are also considered to be in your 1st Gen OL.

1st Generation Open-Line Breakpoint – The first IMR qualified at a particular rank (or higher) in an IMR's downline, starting with but not including the IMR itself. Each Line that an IMR has is evaluated separately (i.e. separate 1st Gen OL Breakpoint in each Line).

2nd Generation Open-Line (2nd Gen OL) – Your 2nd Gen OL consists of all IMRs in each Line starting with but not including the Open-Line Breakpoint down to and including the 2nd Generation OL Breakpoint. The Personal QPs for each IMR in your 2nd Gen OL are also considered to be in your 2nd Gen OL.

2nd Generation OL Breakpoint – The first IMR qualified at a particular rank (or higher) in an IMR's downline, starting with but not including the Open-Line Breakpoint. Each Line that an IMR has is evaluated separately (i.e. separate 2nd Gen OL Breakpoint in each Line).

3rd Generation Open-Line (3rd Gen OL) – Your 3rd Gen OL consists of all IMRs in each Line starting with but not including the 2nd Gen Open-Line Breakpoint down to and including the 3rd Generation OL Breakpoint. The Personal QPs for each IMR in your 3rd Gen OL are also considered to be in your 3rd Gen OL.

3rd Generation OL Breakpoint – The first IMR qualified at a particular rank (or higher) in an IMR's downline, starting with but not including the 2nd Gen Open-Line Breakpoint. Each Line that an IMR has is evaluated separately (i.e. separate 3rd Gen OL Breakpoint in each Line).

Active IMR – An Independent Marketing Representative (IMR) who has paid his or her enrollment fee and is current with any annual maintenance fee requirements OR has had his or her fee waived by being a Virtual Office subscriber for at least 44 of the 52 previous weeks (see *Qualified*).

Business Builder (BB) RTB: You can earn a Business Builder RTB for everyone you help earn his or her Fast Start RTB. As a special accommodation to the Open IMR of a new IMR, there is an extended qualification period granted in order for the enroller to acquire his or her thirty (30) PQPs so that he or she might receive his or her BB RTB. In short, the BB recipient has until twenty-eight (28) days after the enrollment of his or her newly enrolled IMR (i.e. the IMR that triggers his or her Fast Start) in order to become acquire his or her thirty (30) PQPs (measured as of the end of that week PLUS the three (3) weeks prior) in order to receive the BB RTB on that IMR. The BB RTB recipient may or may not be the immediate upline (enroller) of the Fast Starting IMR. They must simply be the Open IMR for that new Fast Starting IMR at the point that Fast Starting IMR enrolled as an IMR.

Commissionable Ride Value (CRV) – Each Joi Rides ride is assigned a Commissionable Ride Value (CRV). The ride's CRV depends on a number of factors (time of day, geographic start and destination, tolls, duration, ...) but in general the longer the ride the greater the CRV. Most rides carry a CRV between \$1.00 and \$2.00. Ride Commissions are paid as a percentage of the ride's CRV (see *Ride Commissions*).

Current Leadership Position – The leadership position you would qualify for if the week ended NOW (this indication is for informational purposes only as changes could take place between now and the end of the week) (see *Leadership Position* and *Pin Leadership Position*).

Depth – The number of levels deep within the various stages of your downline within Joi Rides. Depth is generated by adding new IMRs to your team either by you personally or someone on your team.

Downline – Your downline consists of all the IMRs, drivers and passengers enrolled personally by you or indirectly by IMRs and drivers you enrolled.

Downline Qualifying Points (DQPs) – The Qualifying Points assigned to all passengers and drivers in your entire downline including yourself. In other words, all QPs in your downline including you. Virtual Office QPs will count toward Downline QP Requirements for position qualifications (see *Qualifying Points*).

Driver – An individual who has agreed to provide driving services for rides provided by Joi Rides. Drivers must complete a thorough background check and onboarding process. Drivers are compensated for the rides they drive for according to the Driver Compensation Plan which includes compensation based on mileage and time as well as tips. Drivers can also optionally take part in the Joi Rides Driver Referral Program and refer other drivers to Joi Rides (detailed in the *Joi Rides Terms of Service – Driver Addendum*).

Enroll – Refers to the signing up of new drivers, passengers or Independent Marketing Representatives (IMRs) to your team.

Enroller – You are the enroller of new drivers, passengers or Independent Marketing Representatives (IMR) when you ask them to join your team. They are placed frontline to you (immediately below you) in the downline lineage (see *Frontline*).

Enrolling IMR – The IMR who referred the passenger, driver or IMR in question.

Fast Start (FS) RTB: Joi Rides pays a one-time Fast Start RTB (\$25) when a new IMR acquires thirty (30) or more Personal QPs over his or her first 28 days with at least one (1) QP generated by each of at least three (3) unique individuals (including self). These QPs must be the IMR's Personal Qualifying Points (see *Personal Qualifying Points* and *Trigger*).

Frontline – See *Personally-Enrolled*.

Highest Leadership Position – The highest leadership position you have ever ended the commission week qualified for (see *Leadership Position* and *Paid Leadership Position*).

Immediate Upline – The personal enroller.

IMR Referral Level – Used for determining IMR Unilevel Commissions. Each IMR Referral Level is delineated by an IMR (see *Referral Levels* and *Personal Ride Transaction (RT) Group*).

Independent Marketing Representative (IMR) Agreement: An Agreement governing the marketing and sale of Joi Rides ride transactions by referring IMRs, drivers and passengers. This Agreement incorporates the code of conduct, compliance policies and other behaviors expected of Independent Marketing Representatives (IMRs). An IMR is an individual or business entity that has enrolled with Joi Rides, has executed the IMR Agreement, builds a passenger and driver base and at the IMR's option, refers other IMRs who participate in the compensation plan.

Leader: A leader is an Independent Marketing Representative (IMR) who takes responsibility for those in his or her downline and ensures they are well trained to sell Joi Rides rides and recruit other IMRs to do the same. A leader in Joi Rides is not based on a resume but on production only.

Leadership Position – As you continue to refer IMRs, passengers and drivers to your Joi Rides downline and as your sales of Joi Rides ride transactions potentially increases, you may advance in rank thereby increasing your earnings potential based on additional sales of ride transactions. Each leadership position has its own requirements for attaining such a position. Once you attain any leadership position with Joi

Rides that rank is **permanent** (i.e. *you do not need to maintain that rank's requirements to retain that rank*). However, in order to continue to receive that rank's bonuses and commissions, you must be *qualified* at that rank (see *Qualified, Pin Leadership Position* and *Paid Leadership Position* for more details).

Leadership (AD, RD, ZD, ND) Ride Transaction Bonus (RTB): Each Open-Line Leadership RTB will be paid to the *first* upline IMR (upline of the triggering Fast Start IMR) meeting that rank's qualification (or higher) as of the end of the week. Each 2nd Generation Open-Line Leadership RTB will be paid to the *second* upline IMR (upline of the triggering Fast Start IMR) meeting that qualification (or higher) as of the end of the week. Each 3rd Generation Open-Line Leadership RTB will be paid to the *third* upline IMR (upline of the triggering Fast Start IMR) meeting that qualification (or higher) as of the end of the week.

Leg – Each personally-enrolled entity (IMR, driver or passenger) defines a separate leg. An IMR can have multiple legs, one for each personally-enrolled IMR or driver. The leg includes the entire downline of the personally-enrolled entity.

Levels – See *Referral Levels*.

Line – See *Leg*.

Lineage – See *Downline*.

Open IMR – The first immediate upline IMR. Normally only in reference to a driver or passenger. All drivers and passengers who share the same Open IMR are said to be in that IMR's Personal Ride Transaction (RT) Group. When used in reference to an IMR, it's simply the first upline IMR (see *Personal Ride Transaction (RT) Group*).

Open-Line (OL) – See *1st Generation Open-Line*.

Open-Line Breakpoint – See *1st Generation Open-Line Breakpoint*.

Organization – See *Downline*.

Paid Leadership Position – The leadership position you qualified for at the end of a given commission week (see *Leadership Position* and *Pin Leadership Position*).

Paid Rank – See *Paid Leadership Position*.

Passenger – A person that wishes only to purchase ride/services at retail price from Joi Rides. Passengers are not eligible to build downlines or receive commissions.

Personal Qualifying Points (PQPs) – The Qualifying Points assigned to all individuals on your Personal Ride Transaction (RT) Group. For clarity, any QPs generated by the IMR itself (in that IMR's capacity as a driver and/or a passenger) will also count as that IMR's PQPs (see *Qualifying Points* and *Personal Ride Transaction (RT) Group*).

Personal Ride Transaction (RT) Group – All individuals down to but not including the next IMR (including any self-generated ride transactions as well). If an IMR refers individuals that aren't also an IMR (ex. a driver or passenger) then those individuals count on that IMR's Personal RT Group (see *IMR Referral Levels* and *Open IMR*).

Personally-Enrolled – Directly referred by an IMR or driver (as opposed to indirectly referred through someone else). Personally-Enrolled individuals are considered to be *frontline* to the enroller.

Personally-Sponsored – See *Personally-Enrolled*.

Pin Leadership Position – See *Highest Leadership Position*.

Pin Rank – See *Pin Leadership Position*.

Qualification - Condition(s) that must be met in order to achieve leadership positions. All qualifications are analyzed and calculated as of 11:59pm PT on each Sunday and include all activity of the week ending PLUS the previous three (3) weeks (twenty-eight (28) days total). Any calculation of PQPs will be based on the lineage structure as of the point in time when the QP was awarded.

Qualified Leadership Position – Having met the qualifications as defined for a given leadership position. Ex. An IMR is said to be a “qualified AD” if he or she has met all of the qualifications associated with the AD leadership position.

An IMR can be qualified for more than one leadership position at a time. Ex. If an IMR qualifies in a given week as a ZD (which qualifies them for all of the ZD pay elements), he or she is also by definition qualified as an AD and an RD as well (which qualifies them for all of the AD and RD pay elements).

Qualifying Points (QPs) – QPs are awarded when an IMR refers drivers and passengers who take part in ride transactions. QPs are also awarded for other Ride Transactions (Joi Perks Memberships) as well as the optional IMR Virtual Office subscription. QPs are used for the purposes of calculating:

- Fast Start triggering (determined real time – deadline is end of 28th day after enrollment)
- Rank advancement (determined at end of week – week just ended PLUS three (3) prior)
- Rank qualification (determined at end of week – week just ended PLUS three (3) prior)

In order to achieve QPs, it is not sufficient to simply refer drivers and passengers. Those drivers and passengers must perform a ride transaction in order to count as a QP.

All QP counts performed at the end of the week not only look at the week just finishing but also at the three (3) weeks prior. In other words, all QPs for the last four (4) weeks are included in the end of week count of QPs. Another way to put it: Every QP acquired counts for the week in which it occurred PLUS the next three (3) weeks.

In order to accommodate potential mid-week enrollments of existing drivers and passengers into the IMR program, the determination of who will receive the benefit of each QP for Fast Start and Business Builder purposes (i.e. the identification of the Open IMR) is made at the point in time when the QP is awarded NOT at the end of the week.

QPs are NOT used to determine Ride Commissions (see *Commissionable Ride Value* and *Ride Commissions*).

Unless otherwise noted, any QP requirement (either PQP or DQP) requires that it must be acquired through the activity of at least three (3) unique individuals (including self). An IMR must have at least three (3) individuals contribute to the total points required (see *Qualifying Points* in the glossary). If a QP was used for RTB qualifications and is cancelled or refunded for any reason, the bonus will be retracted. Virtual Office QPs will count toward downline QP Requirements for position qualifications. *No commissions are paid on Virtual Office subscriptions or Joi Perks subscriptions.*

Rank – See *Leadership Position*.

Recruit: To enroll or seek to enroll as an Independent Marketing Representative (IMR). In Joi Rides a person recruits as a driver, passenger or IMR, who is not an employee of the IMR or Joi Rides. They are paid a commission when ride transactions take place. **UNDER NO CIRCUMSTANCES WILL JOI RIDES PAY COMMISSIONS OR BONUSES BASED SOLELY ON RECRUITING. RIDE TRANSACTIONS MUST TAKE PLACE FOR ANY COMMISSIONS OR BONUSES TO BE PAID.**

Referral Level – An IMR's frontline comprise his or her first referral level. Those who reside under one's own frontline comprise his or her second referral level and so forth and so on (see *Frontline* and *IMR Referral Level*).

Ride Commissions – Each driver or passenger that is introduced by you or one of your IMRs that participates in a ride will generate Ride Commissions based on the referral level they fall into. Ride Commissions are determined based on the qualifications met at the end of each week (11:59pm PT each Sunday) and are paid on the following Friday. Ride Commissions are paid as a percentage of the ride's Commissionable Ride Value (see *Commissionable Ride Value*).

Ride Transaction – Two types of Ride Transactions:

- When a Joi Rides passenger wishes to take a ride he or she will utilize the Joi Rides mobile app or website to secure a ride. A Joi Rides driver will provide the ride sharing service. When the ride is marked complete and payment has been made, a Ride Transaction is said to have occurred. The ride will be assigned a Commissionable Ride Value (CRV) and *both* the driver's and passenger's uplines will receive:
 - Commissions (in the form of a percentage of the CRV) according to their qualifications and leadership positions.
 - If qualified as a leadership position, Ride Transaction Bonuses (RTBs) based on the corresponding QP value assigned to the activity
- Additionally, Joi Rides offers passengers the ability to take advantage of discounts by pre-purchasing Joi Perks Membership plans. Each plan level has a different purchase price along with a different QP value. IMRs who sell Joi Perks Memberships will be able to count their corresponding QP value toward Fast Start and QP qualification requirements. No commissions will be paid however until a ride actually takes place.

Ride Transaction Bonus (RTB): Any of several different bonuses that are paid upon the acquisition of drivers and/or passengers and those drivers and/or passengers take part in a completed ride transaction. RTBs are triggered throughout the week when an IMR triggers his or her Fast Start. Each Sunday at 11:59pm (PT) that week is considered "closed" and all bonuses are calculated and assigned based on the qualifications achieved at that point in time. Bonuses are paid on the following Friday (see *Trigger*).

Sponsor – See *Enroller*.

Sponsoring IMR – See *Enrolling IMR*.

Start Date – For an IMR, the date they enroll online and agree to the Independent Marketing Representative Agreement.

Title – See *Leadership Position*.

Trigger – The point in time when at least thirty (30) PQPs that are acquired (*enrolled*) during the initial twenty-eight (28) days of an IMR’s enrollment go into *active* status (this will *trigger* a Fast Start RTB). All QPs based on ride transactions must be completed (*active*) prior to the twenty-eight (28) day expiration date. An IMR who triggers a Fast Start RTB is referred to as a, “triggering Fast Start IMR” or “Fast Starting IMR” (see *Fast Start RTB*).

NOTE: In order to achieve QPs, it is not sufficient to simply refer drivers and passengers. Those drivers and passengers must perform a ride transaction in order to count as a QP.

Upline – Your upline consists of all the individuals or entities in a single referral line who referred one another until ultimately someone referred you.