



By accepting the Job Offer offer (“Offer”), you are accepting to be bound by the terms of this Agreement. If you do not accept these terms, do not accept the Job Offer Offer.

1. Service Requests. TrxNow shall make service requests to the SP to perform service calls for Members who have disabled vehicles in need of Services. Upon acceptance of a Job Offer Offer, you shall furnish TrxNow Members (“Members”) with the requested emergency roadside services (the “Services”).

2. Provision of Services. You are solely responsible for the provision of Services to Members and shall use your independent judgment in determining how the Services are performed. You shall provide the Services in a safe and professional manner and shall be solely responsible for determining whether Services can be safely performed, the proper equipment for use in performing Services, and the methods for providing the Services.

3. Independent Business. You represent that you are customarily engaged in an independently established business providing towing and roadside assistance services. You agree that you are free from the control and direction of TrxNow in connection with the performance of such work, both under this agreement, and in fact. SP advertises and holds itself out to the public as available to provide services the same as or similar to the Services. SP represents that it maintains a business location that is separate from the business or work location of TrxNow. SP agrees and acknowledges that the SP, as an independent contractor, could make either a profit or loss on the Services. SP will be fully responsible for all business expenses, administrative expenses, and costs incurred by the SP while providing Services.

4. Fees and Payment. You agree that upon completion of the Services, you will be paid the amount disclosed in the offer and if a gone-on-arrival (“GOA”) is required you will be paid the GOA amount in the Offer. TrxNow, not Towbook, is responsible for the payment and any payment related items that may arise. If there is a Member limit present TrxNow will pay SP up to the Member’s benefit limit and the SP is to collect the remaining balance, as listed in the agreed-to Offer, from the customer. SP will not charge the customer more than the dollar amount listed in the Job Offer. Charging the customer more than the amount listed may result in the SP becoming ineligible for services from TrxNow.

Upon completion of dispatch TrxNow will be validating that the service was completed, this process may take 1-2 minutes. Once service completion is validated, payment will be issued via a one-time use credit card for the amount accepted at the time of dispatch. The credit card will be valid for 30 days from the date of issue and will be made available in the Billing Notes section of the Towbook app. If service completion cannot be validated, contacting the Member or the vehicle drop-off location to validate service completion by TrxNow may be required for payment to be issued.

5. If you require a GOA, need to cancel the dispatch, need to update your ETA due to a delay, or attempt a service that wasn’t successful, you are to notify TrxNow directly at 1-855-281-0219. To receive an approval for GOA, you must call 1-855-281-0219 or email [nexus@trx-now.com](mailto:nexus@trx-now.com) while the driver is at the disablement site. TrxNow will verify that the Member is gone, this may take up to 10 minutes. If the

dispatch is canceled by TrxNow within the first 15 minutes or if the driver is more than 5 minutes later than your ETA, a GOA will not be issued.

6. Personal Injury and Damage Claims. You shall be solely responsible for any personal injury or property damage or loss resulting from your, of your employees', contractors' or agents' acts, omissions, negligence and/or failure to perform the Services in a safe and professional manner. In the event that a Member alleges that you damaged a Member's vehicle in the course of providing Services or is responsible for the theft or loss of any personal items within the vehicle, or a Member otherwise alleges any damages as the result of the your actions or omissions, you shall cooperate with TrxNow to determine responsibility for such damages, including by providing all available documents, photos, videos, or any other information related to the service request. If TrxNow determines in its reasonable discretion that you are responsible for the damage, you shall resolve the matter directly with the Member or through your insurance company.

7. Technology; Privacy. You understand and agree that to properly provide services to its Members, TrxNow (and/or Towbook) must collect and share certain information from you and your drivers who will be providing the Services (the "Drivers"). By accepting the Job Offer Offer, you agree to (i) provide TrxNow with (and/or authorize the Towbook application to share) real-time GPS tracking of service vehicles (or the Drivers thereof) dispatched to assist Members from the time you begin the dispatch until you complete the dispatch; (ii) share with TrxNow the names, phone numbers, and photographs of, and details regarding the mobile device operating systems and equipment assigned to the Drivers responding to TrxNow service requests with TrxNow, to be shared with the Members receiving services; (iii) utilize all applicable status functionality in the Towbook application including, but not limited to, engaging "assigned", "en route", "on site", "towing/loaded", and "completed" (or similar) status indicators accurately and consistently; and (iv) utilize and share with TrxNow digital pre-service walk-around forms, photos or videos of the vehicle at the drop-off location. Such information may be required to validate that the Services were provided and to receive payment. If such information is collected outside of the United States, such information may be transferred across international borders to the United States, which is where TrxNow is located.

For an explanation of how TrxNow collects, uses and shares personal and other information, please refer to our privacy statement at <https://trx-now.com/terms-privacy/>

By accepting this Agreement, you agree, both on your behalf and on behalf of your Drivers, to the collection, use and sharing of all personal information and other data you and your Drivers provide to TrxNow (directly or through the Towbook application) in accordance with this Agreement and our privacy statement. You represent and warrant to TrxNow that you have obtained all consents from the Drivers as necessary to agree to the above collections, uses and sharing of Drivers' personal information. You also agree to comply, and to cause the Drivers to comply, with all applicable privacy legislation in the jurisdiction where the Services are provided.

8. Trademarks. You must obtain prior written consent from TrxNow for any advertising, displays or promotions using TrxNow's names, symbols or other intellectual property, including any advertising on the internet, SMS, e-mail or in the Yellow Pages or other local telephone directories.

9. Insurance. You agree maintain at your own expense from the time this Job Offer Offer was accepted the following insurance coverage:

- i) Worker's Compensation and Occupational Diseases insurance as required by any applicable laws;
- ii) Comprehensive General and Automobile Liability insurance, including Contractual Liability insurance specifically insuring the SP against the liabilities assumed under the Indemnification section hereof;
- iii) "On-Hook" liability insurance
- iv) Any additional coverage or limits as may be required by applicable law.

You agree to produce a Certificate of Insurance upon request from TrxNow. Any deductibles or liability beyond the policy limits are your responsibility. You will not delay or refuse to satisfy any claim arising out of the Services performed under this Agreement because of a deductible or policy limit.

10. Confidentiality. You agree that any information about TrxNow's Members provided by TrxNow or by the Member while receiving Services or otherwise in any context related to this Agreement, represents the confidential information of the Member, and (as between you and TrxNow) TrxNow. SP agrees that it will not sell or provide any information about a Member to any third party for any reason and (unless required under applicable law or to comply with a valid order of governmental authority) it will not, without the express permission of the Member, share, transfer, communicate or otherwise use information acquired in the provision of services pursuant to this Agreement for any purpose whatsoever except as necessary to perform such Services. SP agrees to comply with all applicable laws regulating the collection, storage, transfer and/or use of consumer financial information and personally identifiable information.

11. Indemnity. You agree to indemnify and hold harmless TrxNow, its parents, assigns, subsidiaries, affiliates, agents and employees, from and against any and all losses, claims, demands, liabilities, suits or actions of any kind (including expenses and attorneys' fees) for injuries to, or death of, any person or persons, including the employees of each party hereto, and property loss or damage connected with the performance of this Agreement, whether or not caused by a negligent act or omission of either party hereto, its agents, contractors or employees (except that you assume no liability for the sole negligent acts of TrxNow), including but not limited to employment related claims related to workplace matters such as compensation, wages, meal and rest breaks, benefits, workplace safety, immigration, termination, discrimination, harassment, and retaliation.

12. Independent Contractor. For the purpose of this Agreement, you are acknowledged by both parties to be an independent contractor. You independently manage your own business and are neither an employee nor an agent of TrxNow. You have no authority to transact any business whatsoever in TrxNow's name.

13. Contact Information.

- If you are a provider located in the United States or Canada and require assistance with a dispatch in progress call 1-855-281-0219. Press 1 for English, 2 for Spanish, or 3 for French > Select Option 1 for calls in the US > Select option 2 for calls in Canada > Enter the PO number or press #.

This agreement (this "Agreement") governs the terms of the Job Offer offer between you, as a Service Provider, and TrxNow Solutions, Inc. For purposes of this Agreement, you will be referred to as "you," "your" or "SP" and TrxNow Solutions, Inc. will be referred to as "TrxNow," "us," "our," or "we."