Poshcars' Financial Partner Agreement

Last revised: December 18, 2022

Thank you for your interest in being Posh's Financial Partner!

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION THAT AFFECTS YOUR RIGHTS, REMEDIES, AND OBLIGATIONS. THEY INCLUDE AN AGREEMENT TO ARBITRATE (UNLESS YOU OPT ALSO INCLUDE A PROHIBITION OF CLASS AND THESE **TERMS** REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF FOR ALL MATTERS IN EITHER COURT OR ARBITRATION, VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION, VENUE, AND GOVERNING LAW OF DISPUTES, EXCEPT WHERE PROHIBITED, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

Introduction

Poshit Inc. (collectively, "Poshcars", "Posh", or "us"), is a decentralized fleet management company that provides an online car subscription platform to our subscribers. Posh' service is accessible online including at https://poshcars.io/ and as an application for mobile devices. The Posh websites, blog, mobile applications, and associated services are collectively referred to as "the Services". By agreeing to list your cars with Posh, including by communicating with us, you agree to comply with, and be legally bound by, the provisions of these Terms of Service (these "Terms"). These Terms govern your rights and responsibility and constitute a binding legal agreement between you and Posh.



Eligibility

Posh looks for high quality Partners to entrust their vehicles to our custodianship. Partners can list vehicles they already own or work with Posh to determine which vehicles are in demand, purchase, and list the vehicles on our platforms. Posh reserves the sole right to set up qualifications for the vehicles and determine if Partners' vehicles meet the requirements to be listed on our platforms. These qualifications include but are not limited to:

- Be an eligible passenger vehicle located in United States, registered to the Partners or to an owner who's authorized the Partners to list their vehicle, and meets all state legal requirements
- Ineligible vehicles include, but aren't limited to, motorcycles, limousines, box trucks, vehicles
 that seat more than nine (including the driver), RVs, vehicles that require a commercial license,
 off-road vehicles
- Have permanent or temporary or similar plates; we don't allow dealer or trader plates
- Be no more than 6 years old or 50k miles at time of listing
- Have fair market value of up to \$200,000
- New York only:
 - o Have an inspection sticker valid through at least the following month
- Have a clean (e.g. not a "branded" or "salvage") title
 - You must produce a recent Carfax for the vehicle before it can be listed with Posh
- Have never been declared a total loss
- Meet our insurance requirements
 - o Follow all applicable registration and insurance laws and regulations
 - Choose a protection plan offered by Posh
 - comprehensive insurance is provided by a Third Party
 - Keep in car at all times:
 - vehicle registration
- Have proof of active OEM/GPS tracker
- Vehicles must have roadside assistance active at all times through the dealership
- Vehicles must have extended warranty
- Vehicles must have prepaid maintenance
- Be deemed attractive and in high demand with our clientele
- Posh reserves the right to modify eligibility requirements at any time for any reason



Financial Partner also have to meet the following requirements in order to participate in our Partner Program:

- Must have a great driving record
- Must be 23 years or older
- Must be US citizen or permanent resident
- Must be employed
- Must have exceptional credit score
- Have a clean record
- No criminal history
- Able to invest and cover down payments, initial costs on cars
- Must consent to all Posh' terms
- Must allow Posh to manage the asset class fully without any restrictions
- Must agree to a 60 month term minimum

Registration

When you entrust your vehicle to Posh as a Financial Partner, you must provide us with accurate, current, and complete information about yourself including first and last name, email address, address, phone number, and a payment method. You may need to create a Financial Partner account on our Partner portal to keep track of the vehicle's performance and earnings.

If you work with Posh to acquire vehicles, you consent to allow us and our financial institute, car dealership contacts to check your credit scores and ability to take out loans under your name (if applicable). If you are not approved for the loans, Posh reserves the right to deny your participation as a Financial Partner unless other arrangements can be made. You agree to make timely monthly payments toward the car loan to the financer on the agreed upon schedule and keep the loan in good standing. If you fail to keep up with your vehicle payment, Posh and its service providers will employ all legal methods available to collect amounts due, including the engagement of collection agencies or legal counsel. You agree to allow Posh' access to the car payment profile. When you provide a payment method, you authorize Posh, or third-party service providers acting on behalf of Posh, to store your payment credential for future use.

Verification

Where permitted, Posh has the right, but not the obligation, to undertake screenings, checks, and engage in processes designed to (1) help verify the identities or check the backgrounds of the Financial Partner, including driving history and driver's license validity and (2) verify vehicle details. Posh does not endorse

any user, or a user's background, or commit to undertake any specific screening process. Posh may in its sole discretion use third-party services to verify the information you provide to us and to obtain additional related information and corrections where applicable, and you hereby authorize Posh to request, receive, use, and store such information. Posh may permit or refuse your request to list a vehicle in its sole and absolute discretion.

Your commitments

You agree that you will allow Posh to list your cars on our Posh platforms and third-party platforms as seen fit by Posh. Each platform may have different requirements regarding the cars and documentation. You agree to provide such information to us as requested.

1. If a financial partner handles cars themselves and lists their cars on Posh platform for the sole purpose to connect with subscribers.

If you are given access to Posh' and/or a third-party platform account, you agree to always use your Accounts and the Services in compliance with platforms' Terms, applicable law, and any other policies and standards provided to you by that platform.

Account Activity. You are, and will be solely responsible for, all of the activity that occurs through your platforms' Accounts. Keep your platforms' Accounts' information, including your password, secure. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your platforms' Accounts, whether or not you have authorized such activities or actions. You will immediately notify Posh of any actual or suspected unauthorized use of your Accounts. We are not responsible for your failure to comply with this clause, or for any delay in shutting down or protecting your Accounts unless you have reported unauthorized access to us.

2. If the financial partner does not handle cars and just list their cars on Posh platform

You agree to let Posh handle the operations of the car subscription at our sole discretion, including price point, trip duration, trip number, millage, reviews, featback, photos, description of the vehicles, or trips, at Posh or other third-party platforms.



Content

Posh Content and User Content License. Subject to your compliance with the provisions of these Terms, Posh grants you a limited, revocable, non-exclusive, non-transferable license, to access and view any Posh and/or user content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Posh or its licensors, except for the licenses and rights expressly granted in these Terms.

User Content. We may, in our sole discretion, permit you to post, upload, publish, submit or transmit content through the Services such as photographs of you and your vehicle(s), reviews, feedback, and descriptions of you, your vehicle, or trip. By sharing or making available any content on or through the Services, or through Posh promotional campaigns, you grant Posh a worldwide, irrevocable, perpetual (or for the term of the protection), non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such content on, through, by means of, or to promote or market the Services. Except as described above, Posh does not claim any ownership rights in any such content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such content.

Prohibited activities

In connection with your use of or access to the Services, you agree that you will not, nor advocate, encourage, request, or assist any third party to:

Violate any law, including:

- Breach, violate, and/or circumvent any local, state, provincial/territorial, regional, or national law
 or other law or regulation, or any order of a court, including, without limitation, airport
 regulations and tax regulations, licensing or registration requirements, or third-party rights
- Post false, inaccurate, misleading, defamatory, or libelous content
- Infringe, reproduce, perform, display, distribute, reverse engineer, or prepare derivative works
 from content that belongs to or is licensed to Posh, or that comes from the Services and belongs to
 another Posh user or to a third party, including works covered by any copyrights, trademark,

patent, or other intellectual property, privacy, publicity, moral, or contractual rights, except with prior express written permission of Posh

Dilute, tarnish, or otherwise harm the Posh brand in any way, including:

- Through unauthorized use of the Services and/or user content
- Registering and/or using "Posh" or derivative terms in domain names, trade names, trademarks, or otherwise
- Registering and/or using domain names, trade names, trademarks, social media account names, or
 other means of identification that closely imitate or are confusingly similar to Posh domains,
 trademarks, taglines, promotional campaigns, or Posh and/or user content

Provide or submit any false or misleading information, including:

- False name, date of birth, driver's license details, payment method, insurance, or other personal information
- In relation to a claim (for example about damage to a vehicle)
- Impersonating any person or entity, or falsifying or otherwise misrepresenting yourself or your affiliation with any person or entity

Fail to honor your commitments, including:

- Fail to pay fees, penalties, or other amounts owed to Posh or another financial, government institutions that may interfere with Posh's operation including our use of the vehicles
- Fail, as a hands-on financial partner, to timely deliver, make available, or return any vehicle and optional Extras, unless you have a valid reason
- Use the Services to find a host or guest, and then complete a transaction partially or wholly independent of the Services, for any reason including but not limited to circumventing the obligation to pay any fees related to the provision of the Services by Posh (aka, gray market transactions, which do not necessarily require the exchange of money)
- Transfer your third-party platform Account and/or user ID to another party without our consent
- Leave a vehicle unlocked or running with the keys inside, except where instructed to do so directly by Posh in certain limited circumstances

Harm or threaten to harm users of our community, including:

- Harass, stalk, or defame any other financial partners, subscribers, Posh employees, or collect or store any personally identifiable information about any other financial partners, subscribers, Posh employees other than for purposes of transacting car subscription dealings.
- Engage in physically or verbally abusive or threatening conduct
- Use the Services to transmit, distribute, post, or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information, payment method details, or account numbers
- Treat anyone differently based on the way they look, who they love, what they believe, how they self-identify, where they are from, or when they were born. Discrimination of any kind is not tolerated in the Posh community
- Sue or assert legal claims against Posh or financial partners, subscribers, Posh employees in any manner prohibited or waived by these Terms

Use the Services for your own unrelated purposes, including to:

- Contact other financial partners, subscribers, Posh employees for any purpose other than in relation to a booking, vehicle, listing, or the use of the Services by such community members.
- Commercialize any content found on the Services or software associated with the Services, including reviews
- Harvest or otherwise collect information about users without their and our consent
- Recruit or otherwise solicit any subscriber to join third-party services or websites that are competitive to Posh, without our prior written approval

Interfere with the operation of the Services, including by:

- Interfering with any other financial partner's or Posh' listings
- Using the Services in connection with the distribution or posting of unsolicited commercial messages (e.g., spam)
- Distributing viruses or any other technologies such as cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or e-mail address information, or similar methods or technology that may disrupt or interfere with the operation or provision of the Services, or harm Posh or the interests or property of others
- Bypassing robot exclusion headers, interfering with the working of the Services, or imposing an unreasonable or disproportionately large load on our infrastructure

- Systematically retrieving data or other content from the Services to create or compile, directly or
 indirectly, a collection, compilation, database, directory, or the like, whether by manual methods,
 or through the use of bots, crawlers, spiders, or otherwise
- Using, displaying, mirroring, or framing the Services or any individual element within the Services, the Posh name, any Posh trademark, logo, or other proprietary information, or the layout and design of any page or form contained on a page in the Services, without the express written consent of Posh
- Accessing, tampering with, or using non-public areas of the Services, our computer systems, or the technical delivery systems of our service providers
- Attempting to probe, scan, or test the vulnerability of any of our system or network or breach any security or authentication measures
- Avoiding, bypassing, removing, deactivating, impairing, descrambling, or otherwise circumventing any technological measure implemented by Posh or any of our service providers or any other third party (including another user) to protect the Services
- Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way using the Services to send altered, deceptive, or false source-identifying information
- Attempting to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services

Other legal matters

Violations. Posh has the right, but not the obligation, to investigate, pursue, and seek to prosecute, litigate, or refer to law enforcement, violations of the Agreement to the fullest extent permissible by the law.

Posh reserves the right, at any time and without prior notice, in accordance with applicable law, to remove or disable access to any content that Posh, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms, or otherwise harmful to the Services or our community. If we believe you are abusing Posh, our subscribers, or any other person in any way or violating the letter or spirit of any of these Terms, we may, in our sole discretion and without limiting other remedies, limit, suspend, or terminate your access to the Services, financial agreements, remove hosted content, deny a damage claim, remove or demote your listings, reduce or eliminate any discounts, and take technical and/or legal steps to

prevent you from using the Services. Additionally, we reserve the right to refuse or terminate access to the Services to anyone for any reason at our discretion to the full extent permitted under applicable law.

Policy enforcement. When an issue arises, we may consider the user's performance history and the specific circumstances in applying our Policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing, subject to our sole and absolute discretion.

Communication with you. You agree that Posh may contact you by electronic means (e.g., electronic mail; notifications via Posh messaging; app notification) in lieu of any requirement for mailed notices. To contact you more efficiently, you agree that we may at times also contact you using autodialed or prerecorded message calls or text messages at your phone number(s). We may place such calls or texts primarily to confirm your signup, provide notices regarding your Posh agreement or Posh activity, investigate or prevent fraud, collect a debt owed to us, or communicate urgent messages. We may share your phone number(s) with service providers with whom we contract to assist us in pursuing these interests. We will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text and data charges may apply. Where Posh is required to obtain your consent for such communications, you may choose to revoke your consent.

You authorize Posh and its service providers, without further notice or warning and in our discretion, to monitor or record telephone conversations you or anyone acting on your behalf has with Posh or its agents for quality control and training purposes. You acknowledge and understand that your communications with Posh may be overheard, monitored, or recorded without further notice or warning.

Non-disparagement. The Parties agree that they will not take any action that will harm the reputation of the other Party, or which would reasonably be expected to lead to unwanted or unfavorable publicity to either of the other Party.

Insurance and protection plans. Posh is not an insurance company and does not insure financial partners or subscribers. Financial partners or subscribers protection plans made available through the Services are in no way related. To be eligible for the benefits of a protection plan, Financial partners or subscribers must comply with these Terms. Protection plans are available through the Services only in the United States.

Auto liability insurance

Posh partnered with a Third Party for comprehensive insurance coverage under an automobile liability insurance policy. This policy covers subscribers who drive the vehicles and Posh' employees handling the vehicles for Posh' business purposes.

If the subscriber has their own personal auto policy, it will be primary over the Posh protection depending on various factors such as applicable laws, where the subscriber books the vehicle, and/or where the accident or damages occur. Terms and exclusions apply.

Maintenance

Posh will be responsible for the maintenance and repair of the vehicle while it is under Posh' car and contract. This does not contradict with Posh' requirement that all vehicles must have prepaid maintenance and extended warranty with the dealership which you may be financially responsible for at the purchase of the vehicle.

Posh' responsibility toward vehicles

While in Posh' possession, Posh will be responsible for the safety, roadworthiness, or legal status (e.g., whether the vehicle is legally registered or the subject of a stolen vehicle report) of your vehicles, as well as ensuring the vehicles are in safe and operable condition, legally registered to be driven on public roads, not subject to a missing or stolen vehicle report, have a clean title (e.g., non-salvaged/non-branded/non-washed/non-written off), not subject to any applicable safety recalls, and otherwise satisfy our eligibility requirements.

Contract termination

Financial partners acknowledge that Posh has requirements for vehicles that are eligible to be listed on our platforms and operations. If at any moment, Posh deems your vehicles are not safe and in operable condition, Posh reserves the right to delist your vehicles. If the vehicle is considered to be no longer appropriate to be listed on our Services, Posh will give you termination notice 90 days in advance and will continue to pay you the agreed upon monthly payment for the vehicle during this period. After 90 days, any contract and Posh' obligations concerning this vehicle will be terminated. If Posh is unable to fulfill its obligations to you after 30 days, the contract is considered terminated. You can withdraw the vehicle from Posh' possession and request that they no longer be listed with Posh services.

Financial partner's commitments



As a financial partner, you commit that you will provide a safe and legally registered vehicle, with current license plates, with a clean (non-salvage/branded/written off) title, and in good mechanical condition. You will not offer any vehicle or optional Extra that you do not yourself own or have authority to share or that may not be shared for compensation pursuant to the terms and conditions of any agreement with a third party, including, but not limited to, a lease or financing agreement. If your vehicle is subject to a lease, loan, or other financing agreement, you must confirm sharing your vehicle on Posh does not violate the terms of the contract with the lienholder. You will not offer any Extra that is not safe, clean, and acceptable for the use it is intended. You will not offer any vehicle that is the subject of a missing or stolen vehicle report. You will not offer any vehicle that is the subject of a safety recall without first properly addressing the matter subject to the recall. You will not offer a vehicle that is not roadworthy (i.e., not "street legal") in the location where it is shared and it will not have any illegal modifications to any part of the vehicle. You will remove any firearms or other weapons from your vehicle prior to providing it to a guest. You will repay loans related to your Posh business on time and in full.

If you are a hands-on financial partner, you will provide your vehicle on time but only to a subscriber who is listed on the Services as an Approved Driver for the trip. You commit that your listings will be complete and accurate and you will honor all representations made in your listings, including honoring the price quoted to a guest. You will not cancel a booking for the purpose of seeking a higher price from a guest.

Information given at registration

When you enter into a car agreement with Posh, you and Posh will identify passenger vehicle(s) that you can list for sharing through the Services. Subjected to Posh' consent, you may choose to be a hands-on financial partner where you are actively involved with handling car delivery, booking, listing, maintenance, You may only use the Services in connection with vehicles that you own or otherwise have all the necessary rights and permissions to share for compensation. In case you choose to be a hands-off financial partner where Posh will handle the operations of your car listings. Should you choose to be a hands-off financial partner, you agree to allow Posh to list your vehicles at our sole discretion including but not limited to price point, booking, delivery, maintenance,...

Posh photography

Posh may offer financial partners the option of having photographers take photographs of their vehicles and/or financial partners with their vehicles ("Images"). You agree that Posh is the sole and exclusive



owner - or exclusive licensee, as allowed by applicable law - of all right, title, and interest in all copyrights, trademark rights, and any and all other intellectual property rights, including right of publicity, worldwide, in the Images regardless of whether they are included in the listing, and you shall take no action to challenge or object to the validity of such rights or Posh' ownership or registration thereof. You acknowledge that Posh may use the Images for advertising, marketing, commercial, and other business purposes in any media or platform, whether in relation to your listing or otherwise, without further notice or compensation. Further, you waive any and all rights to royalties or moral rights you may have in the Images. If you use the Posh photography program, you agree that you will not use the Images in connection with sharing your vehicle on any platform, website, or application other than explicitly allowed by Posh. At Posh' request, you will execute documents and take such further acts as Poah may reasonably request to assist Posh to acquire, perfect, and maintain its intellectual property rights and other legal protection in the Images.

Earnings. Posh guarantees a minimum earning equivalent to the monthly payment of the vehicle plus 40% of the leftover profit for the month, after deducting any fees or reimbursement payable to Posh. The first payment will occur 30 days after the vehicle is live on our platform.

Payment Processing. We have partnered up with a Third Party to provide payment processing services to our financial partners. Such services are subjected to the Third Party Account agreement. You agree to be bound by the Third Party Terms, which may be modified from time to time. As a condition of Posh enabling payment processing services through the Third Party, you authorize Posh to obtain all necessary access and perform all necessary activity on your Third Party Account to facilitate payment. You further agree to provide accurate and complete information about you, and authorize Posh to share it and transaction information with the Third Party for the purposes of facilitating the payment processing services provided by the Third Party. Posh reserves the right to switch payment processing vendors at its discretion.

Dispute resolution

Pre-Dispute Resolution Procedure. For the purposes of this Section, "Posh Party" or "Posh Parties" shall mean Posh and Posh's service providers and licensors, and their respective officers, directors, employees, contractors and agents when providing services for/on behalf of Posh. Before asserting a claim in any proceeding (including in an individual arbitration or in a small claims proceeding), you and the applicable Posh Party agree that each of you shall give the other party written notice of the claim to be asserted 30 days before initiating a proceeding and make a reasonable good faith effort to resolve the claim. If you are intending to assert a claim against a Posh Party, you must send the written notice of the claim to 100



Tradecenter Drive, Woburn, MA. If Posh is intending to assert a claim against you, we will send the written notice of the claim to you at your address appearing in our records. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED IN THIS PRE-DISPUTE RESOLUTION PROCESS MAY BE USED IN ANY PROCEEDING, INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF).

Agreement to Arbitrate. In the event of a dispute that cannot be resolved informally through the pre-dispute resolution procedure, you and the Posh Parties agree to arbitrate all disputes and claims arising under or relating to any of these Terms, Posh's vehicles, Posh's services, or any other transaction involving you and Posh, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis. The interpretation and scope of this provision, and the arbitrability of the dispute or claim, are for the arbitrator to decide.

What is Arbitration? Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Under this dispute resolution provision, arbitrators can award the same individual relief affecting individual parties that a court can award, including damages and an award of attorneys' fees, if the applicable law allows. BY AGREEING TO RESOLVE DISPUTES THROUGH ARBITRATION, YOU AND POSH AGREE TO EACH UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY OR COURT.

Class Action Waiver. YOU AND THE POSH PARTIES AGREE THAT ANY CLAIMS BROUGHT BY YOU OR THE POSH PARTIES WILL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND WILL NOT BE BROUGHT AS A CLASS, REPRESENTATIVE, COLLECTIVE OR PRIVATE ATTORNEY GENERAL ACTION. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. You and the Posh Parties agree to seek only such relief-whether in the form of damages, an injunction, or other non-monetary relief-as is necessary to resolve any individual injury that either you or Posh have suffered or may suffer. In particular, if either you or a Posh Party seek non-monetary relief, such relief must be individualized and may not affect individuals or entities other than you or the applicable Posh Party. This requirement that claims be brought in binding arbitration only in an individual capacity and not as a representative, private attorney general, or class Subscriber ("Class Action Waiver") is non-severable. If the Class Action Waiver is found to be unenforceable, then the entirety of this dispute resolution provision shall be null and void.

Applicable Law and Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial disputes from the American Arbitration Association ("AAA"). As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's rules for commercial arbitration and, if the arbitrator deems them applicable, the procedures for consumer-related disputes. For more information on AAA, its rules and procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at http://www.adr.org.



FINANCIAL PARTNER AGREEMENT

Both parties mentioned below agree to the terms and conditions mentioned above. Company: POSHIT INC. 651 N Broad St Ste, Middletown, DE 19709-6402 **Financial Partner:** Full Name: Date of Birth: Email: Phone Number: Address: By signing below, the financial partner agrees to the terms and conditions above. Signatures are collected online and applied to this agreement digitally. Date Signed: Signature (Financial Partner)