



National Mobility Eldercare, Inc. dba Envoy America

17767 N Perimeter Drive, Suite B109

Scottsdale, AZ 85255

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National Mobility Eldercare, Inc. d/b/a Envoy America Independent Contractor Agreement

This is an Independent Contractor Agreement ("*Agreement*") between you and National Mobility Eldercare, Inc. d/b/a Envoy America ("*Company*").

This Agreement is effective upon both parties signing the Agreement.

1. **"You"** as used in this agreement includes all persons or entities, or employees or agents of any person or entity, signing this agreement or providing services under this agreement.
2. **Services:** You agree to provide ride-sharing services to passengers through the Company's platform. These services include transportation and companionship and assistance to passengers. You agree to provide services in a professional manner, adhere to all Company policies including the use of the Company's Driver App on each service, and to maintain any required licenses and permits. You agree to adhere to all laws, regulations, or ordinances related to the services. You acknowledge that you are an independent contractor and not an employee of the Company.
3. **Compensation:** Your compensation shall be based on the rates set by the Company, per the Company's relevant fee schedule. You are responsible for all taxes related to the compensation you receive under this Agreement.
4. **Insurance:** You agree to maintain appropriate insurance coverage for your services, including liability insurance, as required by law and Company policy. You shall provide proof of insurance upon request.
5. **Termination:** With written or verbal notice, either party may terminate this Agreement at any time without cause. Upon termination, you agree to return any Company property and cease using the Company's platform.
6. **Confidentiality:** You agree to keep confidential any proprietary information or trade secrets disclosed by the Company during the term of this Agreement and thereafter.
7. **Arbitration:** Any dispute arising out of this Agreement shall be resolved by the American Arbitration Association (AAA) in Phoenix, AZ, using its Commercial Arbitration Rules. The arbitrator's decision shall be final and binding.
8. **Indemnification:** You agree to indemnify and hold harmless the Company, its officers, directors, employees, and agents from any claims, damages, liabilities, or expenses arising out of your services under this Agreement, including any claims that your services were provided negligently.
9. **Governing Law:** This Agreement shall be governed by and construed under Arizona law.
10. **Entire Agreement:** This Agreement is the entire understanding between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. It cannot be modified without the signed written consent of the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

National Mobility Eldercare Inc.

By: _____ [Signature]
Name: _____ [Printed Name]
Title: _____ [Title]
Date: _____ [Date]

[Driver's Name]
By: _____ [Signature]
Name: _____ [Printed Name]
Date: _____ [Date]