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SFMTA

POWERED SCOOTER SHARE PROGRAM PERMIT APPLICATION

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A. DEVICE STANDARDS & SAFETY ASSURANCES

A1 Proof of UL 2271 and 2272 (Certificates attached as Appendix II)

A2 E-scooter meets or exceeds California Vehicle Code 21223 (Certificates attached as Appendix I)

All VeoRide e-scooters have undergone and passed the most stringent US consumer products testing to provide our partners and riders with peace of mind. SGS, the world's leading testing and certification company, has certified that VeoRide vehicles meet the standards outlined in ISO 43.150, CPSIA, 16 CFR 1512, and ANSI Z315.1. We continue to innovate and upgrade our e-scooters so that our products continue to lead in the micro-mobility share industry.

VeoRide has never experienced vehicle recalls or major safety events.



Device Standards on all VeoRide e-scooters



A3 Commitment to Safety We are unique in that our products are not off-the-shelf consumer e-scooters. VeoRide has always designed e-scooters from ground up specifically for share-use and are able to modify our e-scooters rapidly based on User feedback, client feedback and industry experience. For example, our e-scooter is equipped with dual mechanical brakes, larger diameter treaded wheels with a mountain-bike type suspension and a wider platform to provide superior transport across typical roadways. Some comparisons on wheel width and platform construction follow:



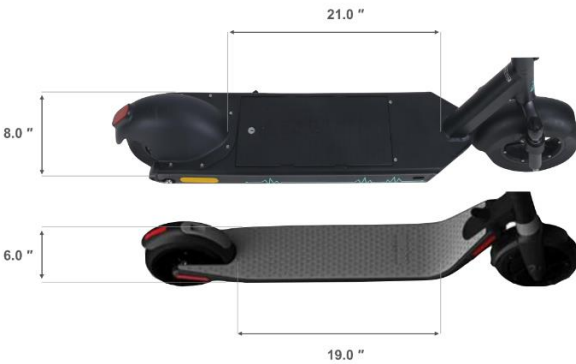
Larger Wheels

Better at handling uneven road surfaces and cracks in the road



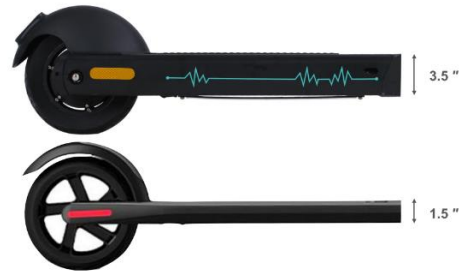
Greater Tire Width

More traction means riders are less likely to slip or fall



Wider Platform Area for All Riders

VeoRide's Scooter: 168 in²
 Competitors' Scooter: 114 in²



Higher Weight Limit for a Wider Group of Rider

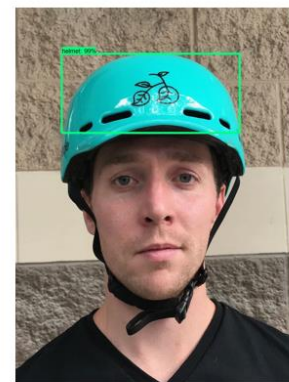
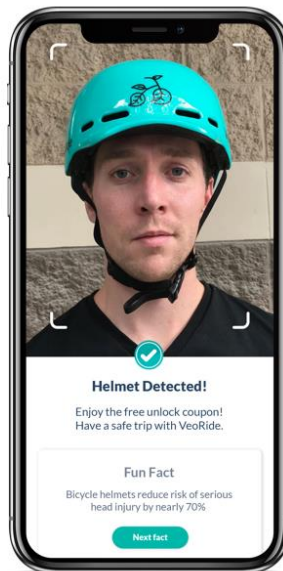
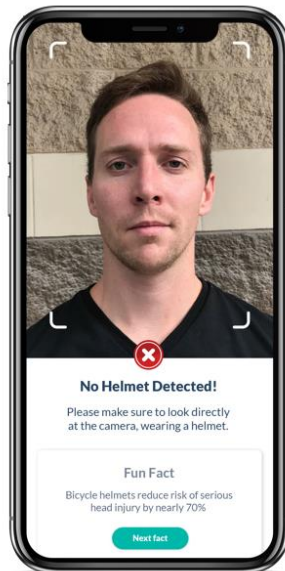
VeoRide is the **first company designing and deploying field-swappable batteries** in the industry and the **only scooter-share company having real operational experience** with this model for more than 12 months. The field-swappable battery system is recharged and maintained by only our VeoRide team of trained technicians, instead of unsupervised gig economy “crowd chargers,” eliminating the residential fire risks related to recharging lithium batteries at a commercial scale and reducing wear and tear during irresponsible retrieving process by “crowd chargers”.



Field-Swappable Extended-Life Battery

Keeps the fleet available 24/7, improves equity and eliminates fire risks by unsupervised crowd charging in apartments and dorms, and greatly decreases the environmental impact of crowd charging.

We successfully developed **Artificial Intelligence (AI) technology in facial recognition using cameras to detect and encourage e-scooter helmet use** (Confidential), which can offer incentives and discount to riders who wear helmets, and **Drunk-detection technology** (Confidential) to prevent intoxicated riding. VeoRide will pilot this new technology in Q4 2019.



Facial recognition to
detect helmet use
(Accuracy >99%)

Enhanced Safety Features In addition to the safety innovation mentioned above, our e-scooters also include the following enhanced features and programming capabilities:

- **No-Ride Zone** shuts off power to e-scooter if attempts are made to ride in the zone.
- **Dynamic No-Ride Zone** shuts off power to e-scooter during specified time periods and at certain locations, which can be set up automatically from VeoRide system.
- **Reduced-Speed Zones** to automatically reduce speed in specific areas.
- **Mechanical Braking Levers + E-Brake** on both sides of the handlebar for shorter stopping distances, greater reliability and a more intuitive User experience than rear foot brakes.
- **Dual Drum Brakes** for Front and Rear Wheel designed for the rigors of shared use.
- **Safety Lighting Technology** that meet the highest road safety standard developed by the country of Germany. We developed the customizable lighting system that is embedded underneath the standing deck to increase safety level of night-time riding.

Reporting Safety Issues Riders and the public can report safety issues through our app (Users), website, email or phone. After a report is submitted, the geo-location of the e-scooter is sent to our operations team to re-park the e-scooter properly. If an e-scooter is reported unsafe or in need of repair, we will disable it remotely and pick it up for maintenance.

B. SAMPLE E-SCOOTERS E-scooters will be sent to SFMTA per instructions

C. PRICING STRUCTURE

Equity Innovation User Plan

Access to mobility is a key element of encouraging healthy and inclusive economic vitality. At VeoRide, we are committed to San Francisco's goals to enhance the city's economic vitality through continuous User Incentive plan, Operations Innovation, and Community Engagement plans. We believe that public transit is the foundation of urban mobility and that our role is to help fill the gaps and improve the efficiency of certain transportation trips. For alternative transportation to be broadly utilized by communities, it should not only be safe but also widely accessible 24/7. Many disadvantaged communities struggle with flexible transportation options to serve their residents who work jobs outside the standard 9 a.m. - 5 p.m.

VeoRide's field-swappable battery allows its e-scooters to be available 24/7. Our data shows that 20-40% of e-scooter rides occur between 9 p.m.- 7 a.m., hours during which the traditional crowd charging model removes the e-scooters from public use to be charged overnight. VeoRide aims to provide reliable and flexible transportation to ALL members in a community, not just those who can afford their own automobile. In order to address safety concerns at some areas, VeoRide can set up **Dynamic No-Ride zone** during nighttime so riders are not able to ride e-scooters during a pre-set time period and at a pre-set area, e.g. street in front of bars. VeoRide will be in compliance with SFMTA's requirements should they be something other than 24/7.

C1 Low-income customer plan and C2 Qualification Requirements To serve low-income individuals, VeoRide has developed the VeoRide Access Program. Users may visit the VeoRide website to submit an application which requests information such as their full name, phone number, email (to be verified with their VeoRide account), photo ID, and proof of low-income status (e.g., EBT card, discounted utility bill, or any other state or federally run assistance program document). After submitting their application, our team will review it and adjust their pricing according to rates below.

VeoRide offers 60% discount off to all rides taken by low-income Users. We offer free unlocking fee to the first five rides for low-income Users and the normal deposit is waived.

C3 Plan for increasing low-income plan member base VeoRide constantly monitors Low-income rider base percentage and maps out applicants' location in order to identify effective promoting efforts for targeted communities with local organizations, partners and advocacy groups. VeoRide's goal is to achieve 3:7 ratio for our user base when comparing low-income plan member numbers and other scooter authorized user numbers.

C5 No bank account/credit card Those who don't have a bank account or credit card can pay with cash via PayNearMe sites at convenience store, gas station etc. PayNearMe will send the payer a code that enables rider to connect their cash payment with VeoRide account for riding.

C6 Don't have a smartphone Registered Users who don't have a smartphone can send text messages to our toll-free number with the e-scooter ID number they would like to unlock. The system will unlock the vehicle remotely for the Users.

C10 Promoting Low-income User plan We will promote this plan as described in the Community Engagement Plan using websites, social media, physical media such as hang-tags and fliers, plus promotional material at key agencies, stores, libraries, and other appropriate locations where this rider will find information. As part of our *Community Engagement Plan*, we will work with key organizations in these communities that have an interest in helping low-income Users apply for e-scooters.

C2, C4, C7, C9 Users incentives plan

User Incentive Plan	
C7 Incentivize short-distance trip: Dynamic Pricing	\$1 to unlock, 20 cents per min for trip duration under 30 minutes, 25 cents per min for trips duration between 30-60 minutes, 30 cents per min for trips duration over 60 minutes.
C7 Avoid overconcentration	Users pay extra \$1-\$2 to park inside overconcentrated area. Areas will be marked on User app and system will notify Users upfront.
C7 Maximize fleet availability	Idle e-scooters automatically marked as Lucky Ride, which will reward Users with coupons for free rides. Users have first 10 minutes free. See Section D5 Rebalancing for more info.
C9 User incentives for trips starting or ending along key transit lines	Key transit hubs will be marked as preferred pick-up/drop-off locations in map. If a User starts or ends trip in those locations more than 5 times, the next trip will have 50% discount.
C9 Lucky Zone	In order to increase the fleet availability around the key transit hub before the peak time, we can set up the Lucky Zone to incentivize Users to ride the e-scooters to those pick-up hubs and earn credits.
C4 Low-Income Plan Rates	In first year of operations, 60% discount off to all rides taken by low-income Users; free unlocking fee for first five rides and the normal deposit is waived.

C8 Billing and customer service business rules for lost e-scooters

Damaged, lost and stolen e-scooters are not desirable situations for the company, but a small percentage is considered part of the cost of doing business in any community. As a result, we have trained our staff to handle these situations to ensure that Users are not falsely accused of damaging, losing or stealing our e-scooters. When our field operations team finds a mis-parked e-scooter, they will scan the e-scooter with our technician app. The system will automatically send a text message to the last ride User to notify the situation. If the User is a proven repeat offender, we impose \$2-\$15 penalty to the situation. We will suspend the User's account if the User consecutively parks the e-scooters improperly for more than 5 times. If an e-scooter is stolen or missing, we will attempt to find it using the last known GPS location. We will work with the last known User and local law enforcement (if necessary) to remedy the situation. If there is strong connection and direct evidence between stolen or damaged e-scooter(s) and user(s), the user(s) will be charged for a reasonable amount to recover the cost of e-scooter or maintenance.

When investigating, our staff will do everything possible to maintain their personal safety and the safety of those around them. Where necessary, and where we receive guidance from SFMTA and the city of San Francisco, we will incorporate additional safety practices to under specific scenarios.

D. OPERATIONS PLAN

Rebalancing & Operations Plan

D1 Hours of Operations

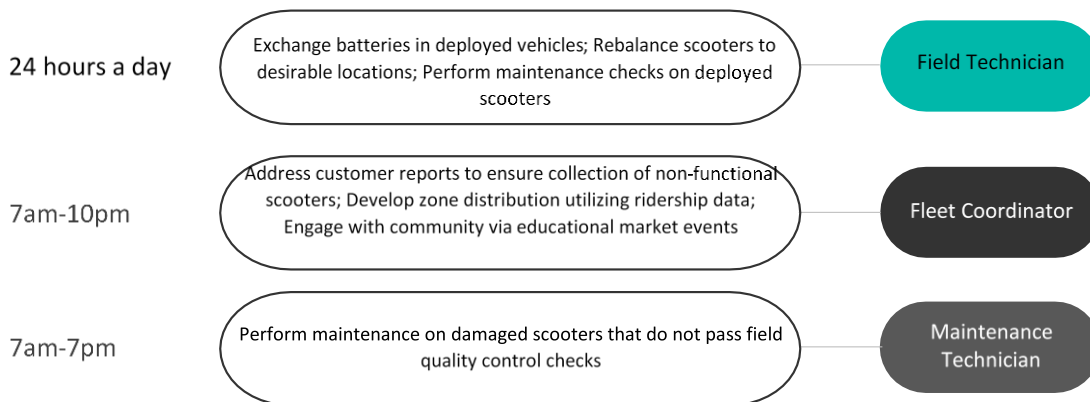
VeoRide proposes to operate 24/7 when the city feels ready after validating VeoRide operations capability and equipment safety. This ensures access for all residents of this transportation model, including those who work second and third shifts. We have found that 20-40% of our daily ridership in other cities occurs after 9 p.m. With our equipment lighting, technology set up for no-ride zones, and staff support, we have found no increased vandalism or safety risks while operating at night. Because we use field-swappable batteries, unlike other companies, we do not necessarily need to remove our e-scooters from the streets to recharge them. Our fleet technicians are able to monitor the fleet’s battery life from the VeoRide Tech app and bring a freshly charged battery directly to the e-scooter when needed. However, if SFMTA would like to regulate operating hours, VeoRide will be in 100% compliance.

D2 Storage of e-scooters

In the event the operations schedule is other than 24/7, our e-scooters will remain parked in designated areas and powered off remotely during non-riding times. Riders are not able to access VeoRide e-scooters after operating hours by any means. VeoRide will maintain local **warehouse(s)/storage(s)** that is used primarily for re-charging our field-swappable batteries and housing spare parts and extra e-scooters. Our heavy-duty commercial grade e-scooters coupled with VeoRide’s unique field-swappable batteries reduces the number of e-scooters we need to hold in storage versus our competitors, which is a more sustainable approach. We will only need to store 20-25% of the total deployed e-scooters to meet our deployment goals (e.g. 200 e-scooters stored when 1000 e-scooters are deployed.) We will set up a central service center for charging, maintenance and inventory of extra e-scooters. We will also set up an additional 2-3 service points for battery charging to maximize the efficiency.

D8 Staffing and operations plan

Reliable Operations Protocol Our operations protocol consists of 4 primary components: Daily Operations, Re-balancing, Maintenance and Customer Service. Our local staff runs our Operations Protocol. Our fleet consists of premium e-scooters, smart hardware, an intelligent mobile application (app), and sophisticated information management system. Our Daily Operations protocols ensure that e-scooters are being maintained and repaired, batteries are properly charged, customers are responded to in a timely manner, and vehicles are re-balanced at the end of the day. Local staff (Plan see Section G) and the leadership team provide outstanding Customer Service throughout the life of the contract. Below is a sample Daily Operations Protocol followed by local staff for e-scooters rebalancing and maintenance throughout the day.



VeoRide’s successful business model is built on having its **in-house staff** on the ground at all times. VeoRide’s local team is composed of a specially trained Fleet Coordinator/Manager and Fleet Technicians, who maintain and rebalance the fleet, charge and replace the swappable batteries in the field, and perform daily preventative maintenance. This operational model removes the residential fire risks associated with gig-economy “crowd chargers,” minimizes congestion, and decreases the carbon impact by an estimated 70% compared to our competitor model. Our model gives us 100% control over the operations while providing you with an added layer of confidence surrounding implementation. *VeoRide builds a strong and responsive local operations team to ensure the program runs successfully. All employees are trained in how to implement our customer service expectations.*

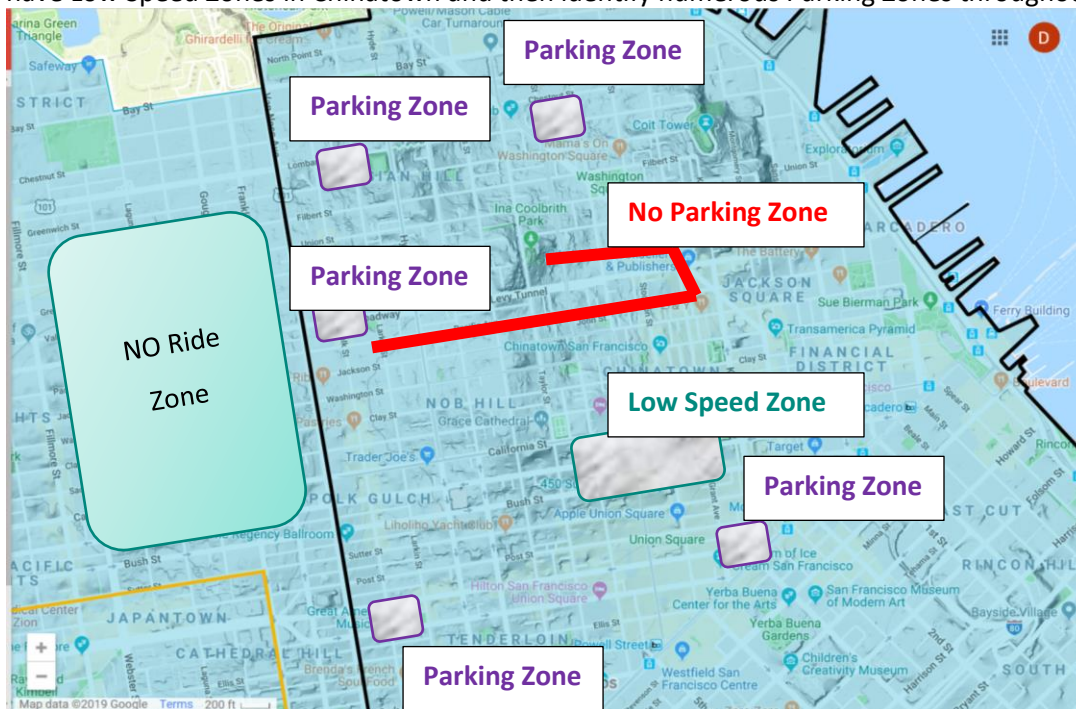
D9 Plan for e-scooter parking

Geofencing as tool for managing riding/parking zones. VeoRide is one of the earliest adopters of geofencing technology. It enables us to deploy our fleet within a defined service boundary with GPS accuracy within 5-10 feet for e-scooter.

Geofence zones: Geofencing technology gives SFMTA the ability to define virtual boundaries around and along key areas important for managing e-scooter riding and parking patterns. The geofenced area can be broken into zones—designated areas with specific characteristics such as various **Parking Zones, No-**

Ride Zones, and Low-Speed Zones. We can designate that the fleet can be ridden but not parked outside of the geofenced boundary. If parked outside the geofenced area or in No Park and No Ride zones, Users will not be able to close out their ride—and will be charged up to the price of the vehicle until they properly park to proper parking location. Geofenced boundaries will be evaluated with SFMTA on a monthly basis at a minimum with our Field Manager and can be immediately updated for special events where riding/parking zones need to shifted (e.g. concert in public park, presidential candidate visits in open areas, dangerous construction and inclement weather, etc.).

For example, in the map below, we could block off certain streets near Broadway as No Parking Zones, have Low Speed Zones in Chinatown and then identify numerous Parking Zones throughout the city.



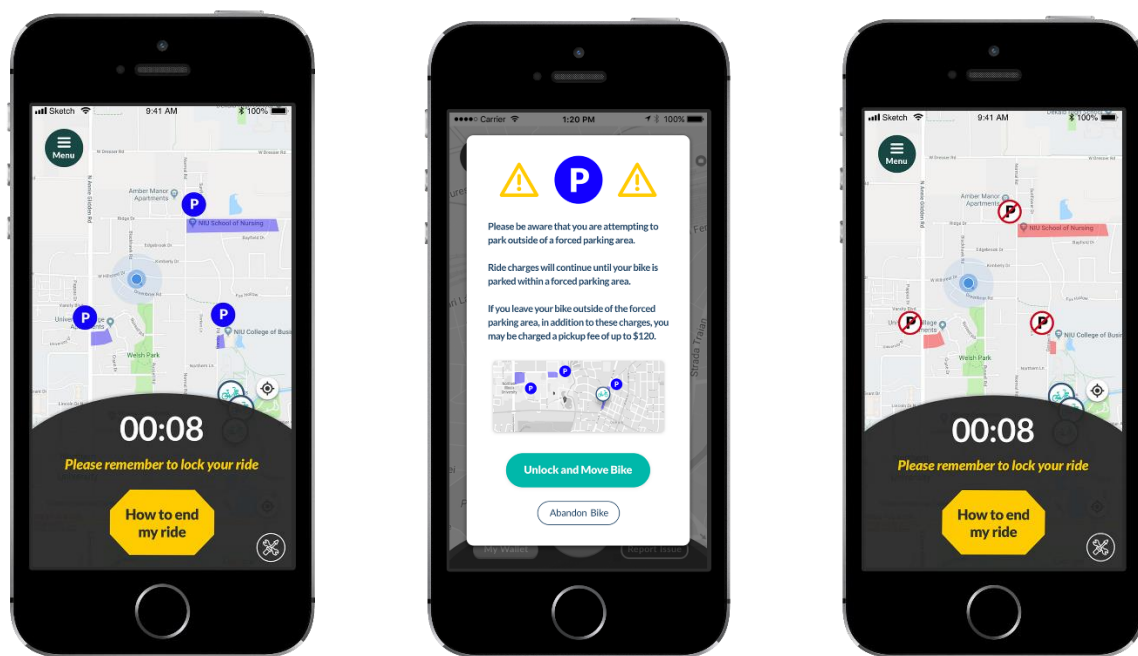
Low-Speed Zones: The maximum e-scooter speed is 15 mph, but there are circumstances where riders need to go slower, such as highly congested areas or near special events. We will work with SFMTA to identify those zones and make them semi-permanent, recognizing that we can make adjustments to these zones as needed with fairly quick turnaround. Riders will receive notifications through the app and text messaging that they are approaching zones with special parking and speed reduction. *The e-scooter will gradually slow down at a pace that allows rider to remain upright until it is safe to disembark.*

Parking outside of the geofenced area results in the biggest stick—Users will be unable to end their ride and will continue to pay the rider fee up to the value of the e-scooter. For those that insist on parking outside the geofenced area, additional pick-up fees will also be levied or their account suspended.

- First two offenses: warnings through the app
- 3rd offense: \$5 fine
- 4th offense: suspension
- 5th offense: removal from the system.

VeoRide has successfully and accurately implemented No Ride zone, Low Speed zone, No Parking zone, Forced Parking zones, or other type of Geofenced zones in other cities including Chicago, IL, Knoxville, TN, Lowell, MA, Tallahassee, FL, San Marcos, TX etc.

Examples of App notification shown below:



D11 In the event of a major transit issue, our *ad hoc transit team* will be immediately deployed to address the situation. For example, should there be a major BART breakdown or MUNI tunnel closure, we will deploy additional e-scooters from storage and re-deploy e-scooters in low traffic areas to the site for the length of the issue. In the event of a transportation strike or a natural event (i.e. after all-clear from authorities after earthquake), we are able to bring additional e-scooters (100-200 e-scooters within an hour) to serve transportation needs when roads are not passable for cars but are safe for e-scooters and bikes.

Distribution Strategy

D5 Methods for deploying and redistributing e-scooters consistent with Distribution Guidelines and Requirements

The VeoRide operations team will rebalance fleets multiple times a day depending on the fleet distribution. If VeoRide is notified through one of our communications platforms of safety concerns, such as an over-concentration of or improperly parked e-scooters, we will relocate them within 2 hours during business hours.

Special Events: We work with the local point of contact to determine how to best support efficient travel and rebalancing needs for sporting events, local festivals and other special events. Special drop-off, pick-up, no ride, low speed, or no parking zones can be set up to meet parking and safety needs.

User Re-balancing Incentives:

- **Lucky Ride** VeoRide marks specific e-scooters with a unique icon on the app as “Lucky” under various situations to create a Lucky Ride for users that will reward Users with coupons for free rides. These situations include but aren’t limited to e-scooters mis-parked, if there are too many e-scooters aggregated in an area, if an e-scooter has been idle for 48 hours or more, and if there are special events where e-scooters are to be parked in a particular way.
- **Internal Rider Credit Score** Riders also have the option of reporting misplaced e-scooters through the app. After they submit the report, the geo-location of the e-scooter will be sent to our operations team to re-park the e-scooter properly. Once verified, riders who submit the report can receive coupons as a reward. In the meantime, the system will automatically track the last rider and link it to our internal parking credit score system. Riders with low parking credit scores will be temporarily suspended or can be banned entirely.

Lucky Parking

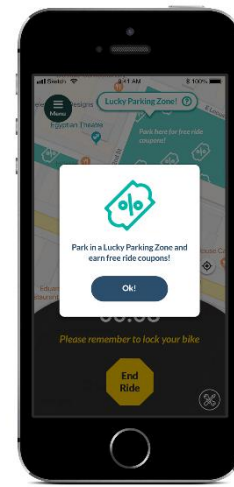


Figure 1 - The Lucky Ride feature incentivizes Users

D6 Proposed methods for avoiding overcrowding of e-scooters in high demand area(s)

Active rebalancing plan: VeoRide GM and Fleet coordinator will monitor the backend system regularly. We can set a threshold in our backend system to notify the team if the fleet percentage has above 40%. We will dispatch our rebalancing teams to the field and relocate the e-scooters to other service zones.

Dynamic Pricing: We can set up dynamic pricing on each ride given the drop-off locations. For example, if the high demand area is over-saturated by e-scooters, we can set up a incentives system that if users ride the e-scooter from this location to other zones, they will receive discounts on the ride. If users who pick up e-scooters from other zones and attempt to drop it off at the congested area, we will require the users to pay extra amount for dropping the e-scooter off.

Proactive user communication: If the area is getting over-crowded, we can send out push notification to users to let them know the locations and encourage them to start the ride to help us relocate those fleet

E-Scooter Valets: If there is an important event or conference where many people will ride e-scooters to, our field operations team will work with the organizers to setup temporary valet parking locations to keep everything organized and clean.

Equitable Operations

D3, D4 Proposal for serving Key Neighborhoods, neighborhoods without existing e-scooters, PLUS addressing overcrowding, high demand areas and special circumstances.

Our **deployment goal is to have 90%** of the fleet be active throughout the operations hours.

Deployment Schedule by Neighborhood	1000 E-scooters	1750 E-scooters	2500 E-scooters
Core (40%)	400	700	1000
Mission	180	350	500
SE Neighborhoods	210	350	500
Western Addition	50	90	125
SW Neighborhoods	160	260	375

Servicing different neighborhoods

We use a phased approach for deployment that is designed to have the appropriate number of e-scooters placed at launch and then strategically ramp up as ridership increases based on ridership data and collaborative discussions with your staff. Our successful business model is based on having full- and part-time VeoRide staff on-the-ground at all times. Our local team is comprised of General Manager, fleet coordinators, fleet technicians, rebalancers, and chargers. This model gives us 100% control over the operations while providing you with an added layer of confidence regarding implementation. Key to any large, diverse service plan is the capacity to keep e-scooters operational and deployed in critical areas in specified times. The VeoRide general manager and field managers direct the staff to conduct full service operations in any neighborhood where we agree with SFMTA to deploy. Any e-scooters that are outside of the active deployment zones will be returned to active e-scooter zones according to our rebalancing and operations guidelines below, even in neighborhoods where there is not currently an existing plan in San Francisco. Once the e-scooters deployment quantity is agreed upon, we will hire the appropriate level of staffing, engage sufficient warehouse/maintenance space, finalize low-income and adaptive e-scooter plans, and community engagement to ensure that all Users, community and officials know when and how to ride and find e-scooters, understand safety protocols and how to report any issue to our company for immediate resolution.

D7 Adaptive E-scooter Plan

VeoRide is dedicated to providing Adaptive Electric Scooter Program to people with disabilities or self-balancing difficulties. Our engineering team has developed a special model of an adaptive e-scooter,



which is equipped with GPS tracking system, smart IOT, three wheels, special steering system, dual mechanical brake (for safety), ergonomic seat etc. We are actively working on improving the design to

make it much more stable, safer, and more accessible. We are planning to pilot 30 three-wheel e-scooters in the first three months of operations and increase the fleet size up to 100 during the first year of the program based on the demand and the request from different communities. The operating model can be either free floating or geo-fenced to be returned to specific locations. We will collect users' feedback weekly and provide the data to the city.

In the meantime, VeoRide also has other ADA-compliant vehicles such as hand-cycles and trikes. We are currently operating a mixed fleet of bikes, e-bikes, e-scooters, hand-cycles and trikes in City of Kent, OH. We are excited to offer more ADA-compliance vehicles to San Francisco and provide an equitable program.

E. PLAN FOR SAFE E-SCOOTER RIDING & PARKING

Rider Safety Measures

VeoRide takes rider safety very seriously, so we have developed a number of initiatives described below to educate our customers about proper use of our e-scooters. In addition to the specific guidelines published in our User Agreement, we highlight safety through pop-up screens in our app and on VeoRide website.

E1a Education and Awareness and Conveying information Part of VeoRide’s goal to establish a “public private partnership” with launched micro-mobility fleets is initiating and reinforcing proper riding behaviors and awareness of the advantages of alternative transportation. User education begins during the first registration of the User with the VeoRide app and continues through community events involving booth displays and VeoRide led rides by our staff in the local community.

VeoRide will actively work with SFMTA to address any concerns around parking, helmet use and roadway safety. We have many *customizable* options to educate Users and improve compliance, including:

- **FAQs** about the e-scooter share program that can be distributed in collaboration with our local partners
- **Education Hang Tag** on each e-scooter
- **Education Info Stickers** on each e-scooter indicating no sidewalk riding, Toll-free customer service number, and e-scooter ID number
- **In-app notifications** and pop-up messages
- **Physical signage**
- **Communication** through traditional media and social media
- **City educational events**



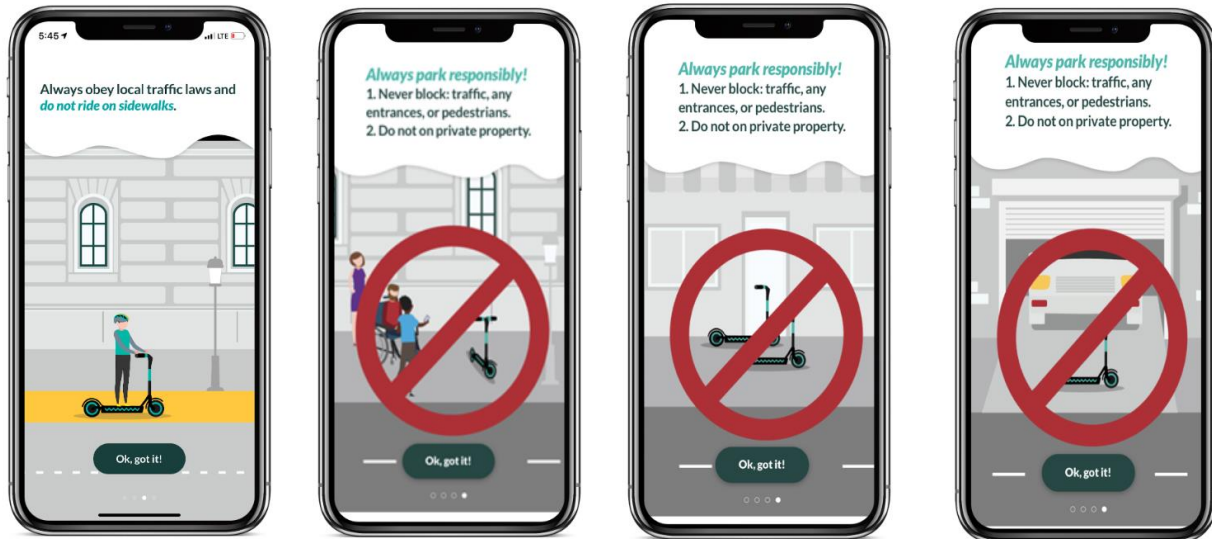
Safe Riding: As described in the Operations Plan, we can modify the speed of the e-scooter to max out at 15 mph, reduce speed in designated areas and prevent parking in no-parking zones. Riders are warned when approaching these areas and the e-scooters gradually slow down and stop at a pace designed to keep the rider upright throughout the process.

Proper Parking: VeoRide provides parking information through the app and on signage. When Users’ set up their account in the VeoRide app, they agree to follow parking rules via the Terms and Conditions. During profile establishment, a pop-up window shows the proper way to park the e-scooter. When parking in a no-parking zone, outside the geofenced area, or if the e-scooter is laid on its side during parking, an in-app notification is sent to the User to move to a designated parking area and/or leave the e-scooter in a vertical position. Tutorial animation within the app will remind Users to wear a helmet, how to ride safely, and parking protocol both on initial registration and before each use. VeoRide will customize tutorial within the app to meet your specific requirements.

User Education In Section M, we display the various educational screens with proper practices that Users must review and agree to follow as part of their registration and Terms of Service.

E1b App and Scooter Education Reminder

VeoRide reminds riders of proper parking behavior prior to unlocking every trip and end the trip. Message can be customized to meet SFMTA requirements.



Proper Parking Tutorial

VeoRide also display safety information on physical e-scooters as reminders.



E1c Incentive programs to encourage proper parking e-scooters

Our app mandates every user to take a picture when they end their trip. The picture will then be uploaded into the backend system. When our field team finds a mis-parked e-scooter or a mis-parked e-scooter got reported, we will pull out the pictures taken by the last time rider to see if the user parked the e-scooter properly. The users who have taken consecutive 10 rides and with no reported mis-parked cases will earn a free unlock fee trip for their next ride. The table in C2 provides a variety of incentives for parking, re-parking, and riding incentives for Users across the entire San Francisco area where e-scooters are deployed.

E1d Fines or consequences for Users who improperly park their e-scooters

A range of consequences are used which start with in-app warnings then progresses to fines and if necessary, removal of all riding privileges. Parking outside of the geofenced area results in the biggest stick—Users will be unable to end their ride and will continue to pay the rider fee up to the value of the

e-scooter. For those that insist on parking outside the geofenced area, additional pick-up fees will also be levied, or their account suspended.

- First two offenses: warnings through the app
- 3rd offense: \$5 fine
- 4th offense: suspension
- 5th offense: removal from the system

E1e Rider accountability measurement

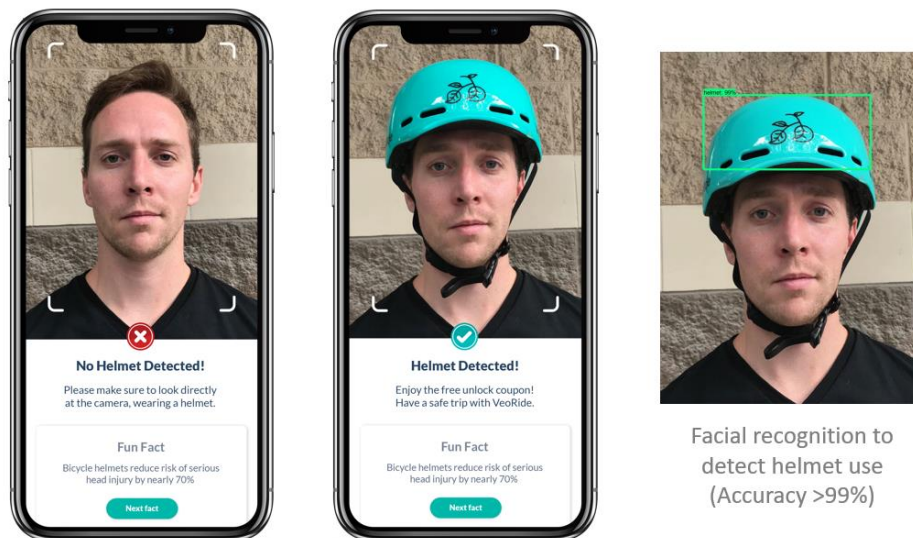
VeoRide customer service platform logs all the user activities, so when in-appropriate riding behaviors detected or reported from User timeline, VeoRide customer service agent will flag the user. When multiple flags shown on this user's profile timeline, VeoRide will take action as listed above to discourage or penalize poor behaviors.

E3 Requirement for valid driver's license and process for Users who do not have one.

VeoRide's app requires customers to scan their driver's license before using, which will be verified automatically by the scanning system. If a customer doesn't have a license, they can take a picture of their government issued identification and upload it into the system. Government issued identification approvals generally take less than 2 hours, but depending on the type and country of origin, can take up to one full business day. Without proper identification, the e-scooter cannot be unlocked.

E4 Ensuring Users wear a helmet while riding

VeoRide distributes VeoRide-branded helmets to Users during different promotional events and group rides to promote rider safety. The app provides information about wearing a helmet, which we always encourage riders to do. We are actively developing AI technology in facial recognition using cameras to detect and encourage e-scooter helmet use (Confidential) as described in Section A3, which can offer incentives and discount to riders who wear helmets. VeoRide will pilot new technology in Q4 2019.



E7 Report Function Rider Education. VeoRide advocates and promotes communication channels through our Community Engagement and Safety events, Social Media posts, Marketing materials, Email Campaigns etc. to improve the awareness of existing VeoRide communication channels and in-time reporting in order to maximize safe riding experience for all the riders.

Operator Accountability Measures

E1f Complaint Report Investigation, and Resolution Process Users can communicate problems with the e-scooter and ask questions through the app, via phone or email. VeoRide directly responds to a User and to broadly communicate information to all riders. After they submit the report, our Customer Service system will generate a ticket internally and the geo-location of reported e-scooter(s) will be escalated and sent to our local operations team to check status accordingly. After resolving reported issues, VeoRide sends confirmation to reported party for updated status of the submitted ticket.

E1g Additional measures to phase in if initial approach does not achieve desired levels of compliance.

In addition to the processes described previously, we utilize an *ad hoc* safety officer program. Our staff are on the street continuously swapping batteries, rebalancing and managing parking issues. They are also trained as *ad hoc* safety officers and will be noting and addressing safety issues when in the field. If we find that particular areas tend to have more safety issues, we will deploy the *ad hoc team* to observe, conduct training, and provide input into our ever-evolving safety strategy.

E2 Locking mechanism(s) Our locking system consists of two parts: (1) Smart IOT device with latest cellular and BLE technology, which enables users to turn on/off the e-scooter wirelessly, (2) Anti-theft cable lock that enables Users to secure the e-scooters to nearby fix objects such as bike rack. When users scan the QR code to unlock the e-scooter, the e-scooter will automatically turn on and the latch on the cable lock will immediately release. Once the users finish their rides, they will need to firstly engage the cable lock, and then use the mobile App to take a picture on the e-scooter to verify if they've lock the e-scooters to bike rack and ensure they park the e-scooters properly.

We've also developed a proprietary solar panel on the cable lock device. It will provide power consistently to the locking system if the e-scooter battery is completely dead. VeoRide is the only e-scooter company in the industry who owns such technology and it has been proven to work in many other cities.



VeoRide Proprietary Lock-to Technology

E5 Customer Service VeoRide provides a dedicated toll-free phone line, an in-App communication and reporting system for 24/7 service supporting our riders and the local community non-riders. An email address is provided for less urgent communication to our staff. Users can find contact information in the app or on the e-scooter. Multiple languages are available for users to contact VeoRide and we are open to add more options as required by SFMTA. Urgent matters will be addressed by the local operations team within one hour during business hours except for State and Federal holidays. As the client, you will have access to the personal phone numbers of the leadership team to discuss any concerns you have, especially those requiring immediate responses regarding parking and safety issues. All the complaints will be logged in the VeoRide Customer Service System and we are able to build a searchable database as described in Appendix A #29 and determined by SFMTA.

E6 Procedures for managing over-concentration of e-scooters at a specific location

Our system will automatically notify our local Ops team whenever there are more than 60 e-scooters clustered in an area within 0.3 square miles. We will then set half of the units as Lucky Scooters (See Section D on Re-balancing for more details) and/or dispatch field technician team to re-locate the e-scooters to less crowded areas depending on the urgency of the issue. If the area is consistently over-crowded to where safety is an issue or e-scooter parking is a nuisance, we can create some temporary or permanent parking restrictions for specific times and locations.

F. RECHARGING, MAINTENANCE, CLEANING, & SUSTAINABILITY PLAN

F1a How e-scooters will be recharged and how staff will be trained on safety charging practices

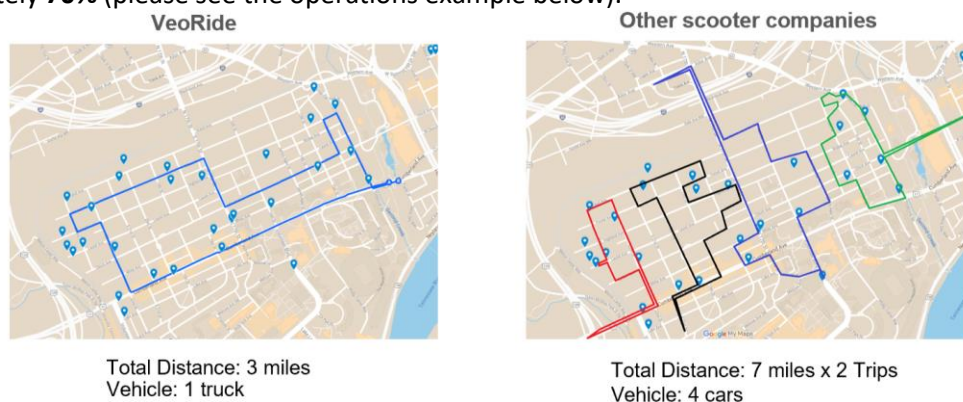
VeoRide is the **first company designing and deploying field-swappable battery** in the industry and the **only e-scooter-share company having real operational experience** with this model for more than 12 months. The battery pack is recharged and maintained by our VeoRide team of trained technicians, instead of unsupervised gig economy “crowd chargers,” eliminating the residential fire risks related to recharging lithium batteries at a commercial scale and reducing wear and tear during collection and drop-off process for e-scooter as a whole. Our batteries have a charge life of 1-3 days, when ridership is between 6 - 12 rides/day, which eliminates the need for daily charging. Our auto-alert system shuts down e-scooters with battery levels less than 5% and signals a technician on duty that a swap is needed. Batteries will be charged at VeoRide in well-ventilated warehouses with proper cooling (fans/AC). Our “smart charging” technology incorporates fast charging to recharge batteries quickly followed by trickle charging to avoid overheating as batteries reach 100% charge. VeoRide charging warehouse spaces or charging stations are wired by certified electricians to avoid potential fire hazards.

F1b Staff training/education on proper retrieval and repair practices when on the street

See Section G5 Skills and Training Procedures for details.

F1c Minimizing congestion operational practices

VeoRide technicians will follow all the guidelines identified in Annex A, #27 a-f when in the field. We have always had a practice of parking as near as possible to e-scooter areas without blocking traffic, rights-of-ways, and pedestrians. In addition, we will deploy hybrid and electric transportation vehicles where possible. We have been experimenting with cargo e-bike options where technicians pull trailers on bikes with batteries and spare parts. Cargo bikes could be an option in some parts of San Francisco. Synergistically, VeoRide’s swappable battery **reduces truck congestion and carbon footprint** by approximately **70%** (please see the operations example below).



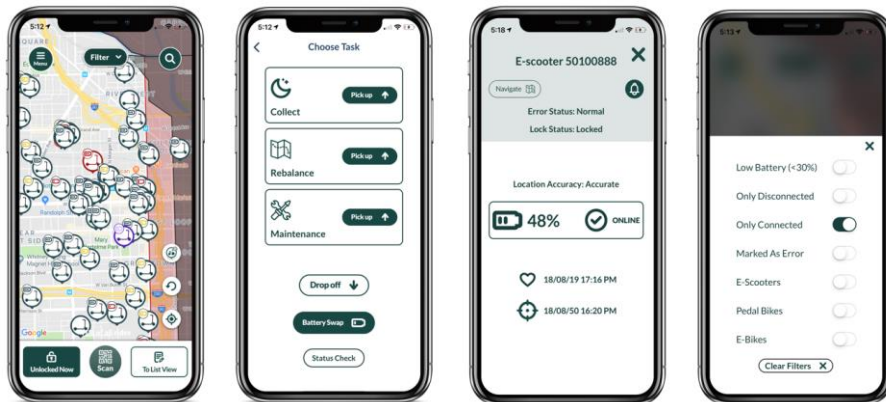
F3 Approach to maintenance, cleaning, repair, and use of contract help

VeoRide’s powerful Operations System manages system data, marketing, inventory, and training. The VeoRide management system allows administrators to generate customizable reports on fleet status and health and trip details, and system revenue information. It tracks all e-scooters, Users, transactions, maintenance, and system usage. VeoRide’s web-based tool manages all e-scooter repair and inspection schedules, which are monitored in real-time by VeoRide’s local Fleet Manager and mechanics. All e-scooter maintenance and inspections records are documented, including detailed maintenance reports, status of the maintenance reports, maintenance history logs, and upcoming inspection schedules. We perform preventative maintenance according to our comprehensive maintenance checklist which are performed regularly on e-scooters that are otherwise in rideable condition.

MAINTENANCE AND OPERATIONS	SCHEDULE	LOCATION
Visual walk-around for any obvious immediate issue	Daily	On-site
Preventative maintenance and tune-ups	Monthly	Facility
Test brake levers to ensure their functionality	Daily / Weekly	On-Site / Facility
Inspecting handlebar for proper centering and tightness	Daily / Weekly	On-Site / Facility
Spin front/rear wheels to check for rubbing/wobbling	Daily/Weekly	On-site/Facility
Ensure hand grips are secure	Daily / Weekly	On-site
Check battery for loose or broken components	Daily / Weekly	On-Site / Facility
Inspect headlight and taillight working condition	Daily / Weekly	On-Site / Facility
Test locking/unlocking mechanism using app	Daily / Weekly	On-Site / Facility
Clean all visible dirt on the e-scooter	Weekly	On-Site / Facility
Check frame for damage, cracks, and dents	Weekly	On-Site / Facility

Our in-house **VeoTech app** (below) enables us to manage the fleet and local operations team in real-time and notifies local staff of inappropriately parked e-scooters, maintenance concerns, e-scooters with low battery, and other relevant details. E-scooters with **graffiti** that can't be removed by field techs are brought back to the maintenance shop where we use the lowest impact cleaner possible before returning it to the streets.

All staff are **extensively trained** in their specific roles and many are cross-trained to ensure there are no gaps in efficiently running the system. All tech's are under the direct control of VeoRide and are paid based on quality of work and timeliness, rather than high volume charging where focus is generally on quantity charged and not condition of e-scooters.



Screenshot of the VeoTech App

F4 Customer ability to notify VeoRide of safety or maintenance issues

There are 3 ways that customers or the public can notify VeoRide of safety or maintenance issues. The app has a screen where riders can provide specific information about the issue; our website has Report-An-Issue section for Users or general public to report information and Contact Us with email and phone number. We return messages within 2 hours during business/operational hours. We disable the e-

scooter remotely rendering it un-rideable and label it for maintenance. Our tech team then picks it up, schedules it for maintenance with local staff, and delivers the damaged e-scooters to our warehouse.

F5, F6 Zero Waster & Producer Responsibility

Our relationship with the manufacturer allows us to directly influence the manufacturing process where it doesn't impact e-scooter quality or safety. VeoRide has adopted sustainable approaches throughout the product lifecycle and adjusts our procurement, manufacturing, energy use, shipping/transportation, and on-the-ground practices when warranted. Our sustainability initiatives including:

- 99% of our e-scooter components are designed to be recyclable. We have established responsible end-of-life policies to ensure maximum reuse, and safe and responsible recycling for those e-scooters that cannot be reused.
- VeoRide is the only company in the micro-mobility share industry to utilize water-based painting technology to minimize environmental impact during the coating and painting process.
- Use of electric commercial vehicles, such as Nissan NV1500 Cargo Van, will be selected for daily operations to reduce carbon footprint.
- Work with the battery supplier to recycle every single lithium battery. We will ship the battery pack back to the supplier for recycling.

F1d and F1d.1 Documentation and Reporting on non-revenue VMT trips

VeoRide utilize Wex Fleet Management card (<https://www.wexinc.com/solutions/fleet-cards/select/wex-fleet-card/>) to track each operational non-revenue vehicle mileage and fuel usage. Wex Fleet Management card provides VeoRide a dashboard including the number and length of trips generated by operational activities, which can be shared in an exported report format with SFMTA on a monthly basis or quarterly basis. The report also includes each single vehicle type and fuel level consumed throughout a certain timeline selected. VeoRide is able to utilize the information above to calculate and generate analysis by vehicle type and its average fuel efficiency.

F2 Life-Cycle Analysis (LCA)

VeoRide will hire an LCA expert to conduct an LCA to evaluate environmental impacts associated with the whole manufacturing process. We are working with a Purdue University LCA research group led by Professor Fu Zhao, whose research areas are around sustainable design and manufacturing, and environmental analysis of renewable energy system. Our scope of analysis will including: (1) whole manufacturing process from raw material to, to frame welding, to painting, to complete assembled scooters, (2) logistics and oversee shipping, (3) field operations including rebalancing vehicles, electricity, etc. (4) end of use for the scooters. The LCA analysis will include both inventory analysis and impact analysis, which will be completed within 6 months of permit issuance.

Combined our operations data with accelerated lab testing, we project the life expectancy of components as below: i) Deck (2,100 rides or 24 months), ii) Wheels (1,200 rides or 18 months), iii) Motor (1,200 rides or 18 months), iv) Battery (500 recharge cycles)

F7 Sustainability Innovation and Fleet Size

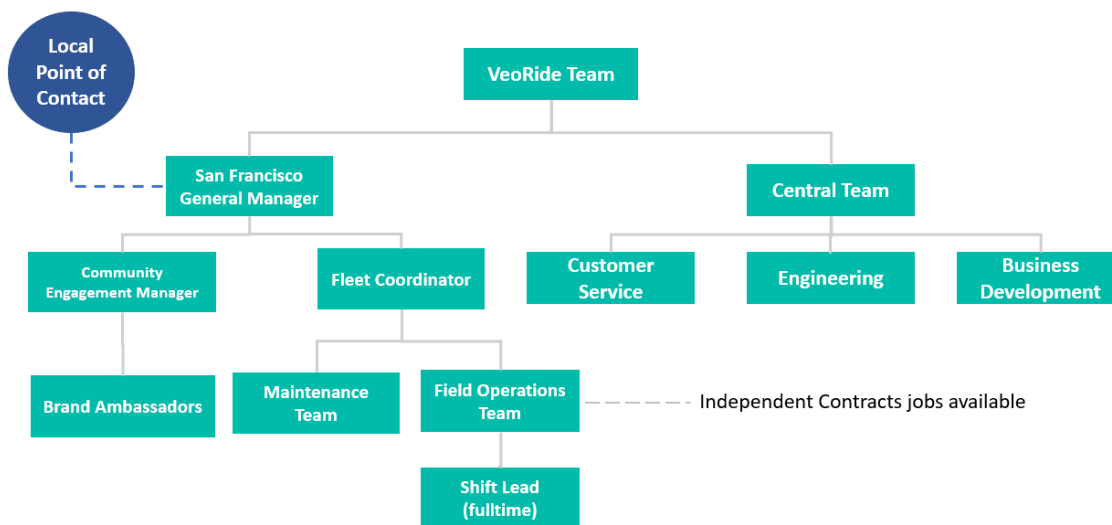
VeoRide's e-scooter is designed from the ground up as a commercial vehicle, not adapted from consumer-grade platforms such as the Segway available on Amazon.com. Our e-scooter, built for shared use, has a **street life of 1 year** in comparison to other companies which purchase consumer e-scooters with a widely reported street life of approximately 28.8 days to 3 months. Therefore, we only need to keep an inventory of 20-25% of deployed fleet vs double or triple the number of e-scooters required by our competitors. Together, the VeoRide equipment and staffing approach **deliver the environmental benefits that city planners and transportation professionals are seeking.**

G. HIRING AND LABOR PLAN

G1 Staffing plan, including hired staff and contractors, for operation and maintenance of E-scooters

VeoRide’s successful business model is built on having an **in-house staff** on the ground at all times. We build a strong and responsive local operations team to ensure the program runs successfully.

VeoRide’s local team is composed of an experienced General Manager, a Fleet coordinator, a community engagement manager, a team of trained Maintenance Technicians and Fleet Technicians (techs). This operational model removes the residential fire risks associated with gig-economy “crowd chargers,” minimizes congestion, and decreases the carbon impact by 70%. Our model gives us 100% control over the operations while providing you with an added layer of confidence surrounding implementation.



Our staffing plan includes (enhanced description from previous sections):

- Hiring 1 **General Manager** as VeoRide **Market Leader** who will be the local point of contact, live in San Francisco, and manage day-to-day operations, including assigning tasks to Fleet Technicians, addressing customer issues, managing physical assets (vans, inventory parts, warehouse, etc.) and hiring local technicians. (<https://www.linkedin.com/jobs/view/general-manager-san-francisco-at-veoride-1432115400>)
- Hiring 1 **Community Engagement Manager** (Market Competitive Salary Rate) This local person will have background in marketing and sustainability background, with a passion for promoting safety, sustainability, and equity in local community, and live in San Francisco.
- Hiring a team of 20-50 **Maintenance and Fleet Technicians** who will work on charging, fleet maintenance, rebalancing, patrolling, removing e-scooters blocking the sidewalk, and other responsibilities as needed. Their shift will cover 7 days a week, with the potential for additional hours depending on ridership. The team will consist of:
 - Full-time fleet mechanics (4-6 people) who will be dedicated to work on repair, safety inspection, quality assurance, and firmware updates.
 - Full-time technician leads (6-8 people) who will be dedicated to lead the shift and work with other field technicians to finish onsite tasks, including swapping battery, picking up damaged e-scooters, rebalancing etc.
 - Field technicians (30-50 independent contracts) who will be responsible for swapping battery, rebalancing, picking up damaged e-scooters, etc.

- Hiring 2-5 **Brand Ambassadors** to promote and market the program as well as educate Users to ride safely.

G2, G3 Employment Standards and Compliance with state/local laws

In the micro-transportation industry, customer service is key to success. Our employees are interacting with Users, the community, government officials, businesses and agencies. We know that good customer service starts with a workforce that understands and can implement corporate expectations, are rewarded appropriately for work well done, provides a workplace free from drugs and harassment and provides a living wage and where appropriate, health benefits. As a small company with employees nationwide, it was important for us to be able to outsource key elements of our employment plan to ensure consistency, compliance with the law, and allow our staff to focus on customer service.

We contract with JustWorks (www.justworks.com) to provide payroll, benefits, HR and compliance support. They keep track of and inform us of changes in national, state, regional, local and community policies where we operate regarding wages and employment, provide a platform for us to adjust our employment policies so that we can communicate changes rapidly to our employees.

We are an Equal Opportunity Employer and take pride in the diversity of employees we have hired and retained over the years. VeoRide is enrolled in *Poster Guard*® by *ComplyRight* through JustWorks, which provides employees with access to electronic images of mandatory labor law postings. Consistent with regulations, we post all Employment Notices at every work site and provide copies of the posters to every employee upon hiring. Whenever there are mandatory updates to the postings, employees will automatically receive an email directing them to click and view the updated poster images.

G4 Transparency with contractors regarding hourly rate net of job expenses

It is our preference to hire employees directly having them under the direct control of VeoRide. In circumstances where we must hire contractors for field work, they are paid based on quality of work and timeliness, rather than high volume charging where focus is generally on quantity charged and not condition of e-scooters. They will drive our vehicles which are fully maintained and fueled by VeoRide. Our swappable field batteries are recharged in VeoRide warehouses eliminating any need for e-scooters to be transported to private locations for repair or charging. As a result, there are no out-of-pocket expenses incurred for contract technicians. All of the independent contractors will be paid on hourly basis. This will use our proprietary software to check-in and check-out to record the time. We offer \$16-\$30 per hour (depending on experience and responsibility) to our independent contractors based on different tasks they will be assigned to. We are committed to hire 95% of our SF team from the local communities.

G5 Skills and Training Procedures

All full-time employee will be onboarded and trained 2-3 weeks prior to the launch date. See below for our skill and training plan:

- **Management training:** General Manager will go through two weeks of intensive training in VeoRide Chicago HQ about system implementation, operations, community engagement, hiring/onboarding, customer service etc.
- **Launch training:** All local fleet coordinator, fleet technicians, and mechanics in San Francisco will be trained by our national launch team, which consists of an experienced market launcher, a certified fleet mechanic, a Regional Manager, and a central operations & logistics manager.
- **Continuous improvement:** we provide monthly training to fleet coordinator and mechanics about maintenance, backend system, field rebalancing, tools etc.
- **Online/webinar training:** All of operations staff will be granted access to our online learning platform to access training documents, videos, etc.

- **Rotation program:** All of full-time operations staff will have the opportunity to travel to one of other markets (e.g. Texas, Florida, Maryland etc.) to exchange knowledge and gain more experience from each other
- **Battery Charging:** VeoRide staff will handle all the charging activities at the warehouses. When a new staff member comes on board, he/she will be provided a training manual, best practices of workflow, and be trained on proper charging position for battery pack, how many battery packs to be placed on each charging station, how to monitor the signal of charging indicator, understand when to “harvest” fully charged battery packs and where to allocate fully charged battery packs.

The screenshot displays the TalentLMS Training Platform interface. At the top, the user's profile shows 0 points, 29 courses in progress, 0 completed courses, 0h 0m training time, 0 badges, and 0 points. The main content area is divided into 'Hardware' and 'Software' sections. Under 'Hardware', there are four courses: 'All different app', 'Identify issues on locks', 'Learn about disconnected bike', and 'test'. Each course has a progress bar at 0%, an 'INSTRUCTOR' button, and an 'INFO' button. The 'Software' section is currently empty. The right sidebar contains navigation links for 'COURSE CATALOG', 'PROGRESS', 'JOIN GROUP', 'DISCUSSIONS', and 'CALENDAR'.

TalentLMS Training Platform

G6 Labor Harmony Plan

Given that we have direct control over our labor, we are able to provide clear expectations to our staff regarding work hours and expectations. We have a range of full-time and part-time staff to meet our commitments to the proposed plans outlined in this proposal. We are an EEOC employer and seek to hire individuals from low-income and underserved communities where skill sets and schedules make this possible. Employees understand the wages and benefits, annual review process, and if applicable, reward/incentive programs. Our San Francisco standard office working hours are 8:30am-5:30pm (Pacific Time) Monday to Friday. Our field technician team and maintenance team’s working hours are 24/7. The length of each shift subjects to the requirement of different tasks, but each shift will not longer than 8 hours. To avoid our daily operations plan get impacted by potential labor disruption, we will hire and schedule extra staff than the shift is needed to ensure all the task get accomplished. For example, if a early morning battery swap shift requires 6 people to work 3 hours each, we will schedule total of 8 people to come and participate the task. At the same time, we have two leads field technicians on duty all the time and they will be able to jump into any task anytime. Lastly, we have created positive working culture and environment, and provide competitive salary to all our teammeber to minimize any risks for potential labor disruption.

H. COMMUNITY ENGAGEMENT PLAN

VeoRide was formed by bicycle fanatics to share the ease of micro-mobility through our customer-centric E-Scooter Share Program. We have worked tirelessly to make the VeoRide system incredibly robust and adaptable to the changing needs of the community. We do this through the use of the highest quality e-scooters integrated with exceptional technology that presents the rider with a simple, scan-and-go checkout method, incorporation of ridership data to operate the system in a “smart” method, and development of a portfolio of mobility options to meet the ridership needs of the entire community now and in the future.

VeoRide has always taken a genuine interest in working with SF officials and conducting broad community outreach efforts as we are acutely aware that the community relationship is critical to our ability to operate in any city. Our company has always been socially and environmentally responsible since our inception and we consciously build strategic partnerships within and across communities to ensure that we meet the needs of the Users, government agencies and community-at-large to be able to provide truly sustainable point-to-point mobility solutions throughout San Francisco.

Our Engagement Plan consists of the following components and is consistent with SFMTA’s Vision of Excellent transportation choices for San Francisco and MISSION: We connect San Francisco through a safe, equitable, and sustainable transportation system.

VeoRide also works side-by-side with our partner community’s culture and unique characteristics to implement a comprehensive and adaptive E-Scooter Share Program tailored to the local needs, but also with the flexibility to evolve over time as those needs change. VeoRide uses extensive reporting to make data-driven decisions about e-scooter quantities, placement, and maintenance.

One of our biggest goals is to go above and beyond being an e-scooter provider and to integrate with the local community to encourage healthy living by reducing traffic congestion, provide a more pedestrian friendly locality, and improve accessibility of transportation to everyone living in San Francisco.

Approach	Identify Stakeholders	Identify Needs	Develop Plan	Monitor Measure
Communication	Within 1 month, identify key thought leaders, community groups, public agencies and govt. officials.	Identify community expectations beyond current plan for what to communicate and need for that information.	Develop short-, medium- and long-term comprehensive communication plan with buy in from stakeholders.	Identify key monitoring & measurement tools.
Adaptive E-scooter Pilot Program	Within 3 months, identify key thought leaders, community groups, public agencies and govt. officials.	Identify community expectations to address gaps regarding ability to serve community requiring specialized equipment or software	Adjust Adaptive E-scooter Plan submitted in RFP to meet needs.	Identify key monitoring & measurement tools.

Equity Innovation	Within 3 months, identify key thought leaders, community groups, public agencies and govt. officials.	Identify community expectations to address gaps in meeting hiring.	Incorporate feedback meet initial (and future) target of 1 in 5 e-scooters used by low-income participants.	Identify key monitoring & measurement tools.
Community Impact	Annually, work with key thought leaders, community group to gain insight into how the e-scooters impact the community in general.	Understand how VeoRide can improve services to low-income and people with a range of disabilities, and how our services impact businesses.	Incorporate feedback.	Identify key monitoring & measurement tools.

Community Outreach Forward Looking Plan

VeoRide’s Goal is to build a safe environment where pedestrian, cyclist, driver, and e-scooter riders will co-exist harmoniously and allow e-scooter share to truly become a part of SF transportation landscape. Based on our successful Community Engagement experience with cities across the nation, VeoRide’s local Community Engagement team (Staffing Plan please refer to Section G) will engage with San Francisco community by working side-by-side with local organizations and SF agencies to make the city a better place for everyone to live.

Communication and Feedback Gathering

VeoRide will build an external “Sounding board” for the program, send out surveys to the various publics to gather feedback on a regular basis, reach out to local organizations to understand non-rider/rider concerns and questions. After listening and understanding different groups’ objectives, VeoRide will document feedback, takeaways, and meeting notes and share with SFMTA monthly via a searchable format. Based on the feedback, VeoRide will determine parameters and objectives internally at the beginning of each month, and then conduct activities that meet community partners’ needs or address their concerns such as focus group, outreach events, or group meetings etc. Below is a list of partners/ organizations VeoRide will work with, but not limit to:

Alliance for Retired Americans, TransForm, SF Bike Coalition, Westside = Best Side, Downtown Streets Team, The East Cut CBD, Yerba Buena CBD, Lower Polk CBD, Civic Center CBD, Central Market CBD, Code Tenderloin, United Playaz, Lighthouse, WalkSF, Mayor’s Council on Disability, SF Council District Merchant Association, We Help Our People (WHOP), Marsha Kyer Foundation, Sunnydale Community Center, YMCA Empowerment to Employment, San Francisco Rising, Bicis de Pueblo, Judah/Ocean Beach Merchants, Bayview Merchant Association, Outer Noriega Merchant Association, Bridge SF, San Francisco Giants, Holy Trinity Cathedral Housing Rights Committee of San Francisco Independent Living Resource Center San Francisco India Basin Neighborhood Association Inner Sunset Merchants Association Inner Sunset Neighborhood Association International Longshore & Warehouse Union Intersection for the Arts Jewish Community Relations Council Jordan Park Improvement Association, SFMTA Small Business Working Group Shape Up San Francisco Coalition Shih Yu-Lang Central YMCA, Calle 24, Chinatown Community Development Corporation, Senior Disability Action, Daylaborer Association, Excelsior Works, Excelsior Action Group, Filipino-American Development Foundation, Mission Asset Fund, MoMAGIC, Independent Living Resource Center, PODER, Safe Passage, SF Rising, SOMCAN.

Community Events at Historically Underserved Areas

VeoRide sponsors local events and activities to educate more people to learn about the mobility share program. We seek to improve mobility in eight Equity Neighborhoods that have been identified as being most in need of mobility access (including Chinatown, South of Market, Mission, Outer Mission, Western Addition, Ocean View, and Downtown/Civic Center). The community outreach events will allow the VeoRide local Community Engagement team to educate prospective Users about our e-scooter-share program, provide educational demonstrations of the e-scooters including proper usage and parking, help interested residents download the VeoRide app and create an account, and sign up in-person for VeoRide Access. Our Community Engagement team will also assist with securing or providing any translation or interpretation materials and services to ensure that our community outreach events are accessible.



On-site Promotion

We set up promotional booths at community events to demonstrate how to use the system and encourage people to try VeoRide through the distribution of free riding coupons.

Community Rides and In-person Classes

VeoRide will host community group rides and in-person classes once a month to introduce people to e-scooters, teach fleet safety, and promote the City's mobility share culture.



Social Media Channel

We leverage paid digital marketing campaigns via different social media channels, e.g., Facebook, Instagram, and Twitter, as well as posts on social channels to educate and encourage people to ride

safely with VeoRide. We also use these channels to promote the ridership options to all Users including low-income or those needing an adaptive e-scooter.

Media Outreach

VeoRide will collaborate with the City and SFMTA to promote the value of the mobility share program and safe operations through media outreach and engagement.

Multilingual Communication Services

VeoRide's app and website contain rider's education information and instructions for the system. VeoRide's 24/7 available Customer Service line, App and Website, multiple languages such as English, Spanish, Chinese etc. are available for riders, and additional languages can be added, as required by the SFMTA. We can also send messages or push notifications to riders in the app to meet the City's needs. VeoRide also leverages our multilingual materials and resources, including our multilingual employees, to go beyond our efforts in other partner cities by promoting and increasing participation in VeoRide's e-scooter-share in historical underserved and diverse communities through on-the-ground community outreach events.

Local Partnership Collaborations

We will reach out and collaborate with several Community Benefit Districts (CBD), including the East Cut CBD, Yerba Buena CBD, and the Lower Polk CBD. We will nurture these relationships by sharing information and provide listening opportunities with presentations with a focus on creating strong partnerships.

Routine Program Updates on Multiple Channels

VeoRide proactively utilizes social media, in-App push notification, email, website or printed copies to communicate with riders on system updates (service area, pricing, special promotions etc.), parking and safety information throughout pilot period.

VeoRide's Local Business Collaboration

VeoRide's local team supports local merchants by driving sustainable traffic to their brick-and-mortar stores. For VeoRide Local partners, we are able to build Lucky Ride zone, which gives riders discount or coupons for partner shops, in front of our partner store site to encourage riders to park and shop at those locations. Our Local partnerships also include collaborating on cross promotional initiatives, such as organized group rides or providing e-scooters for a storefront event.

VeoRide for Business

VeoRide for Business helps employers and organizations wishing to promote alternative and sustainable mobility modes for their employees and visitors. We can tailor our pricing and plan to meet the needs of our partners – such as allowing for employer-subsidized rides or providing an introductory promotional rate for employees.

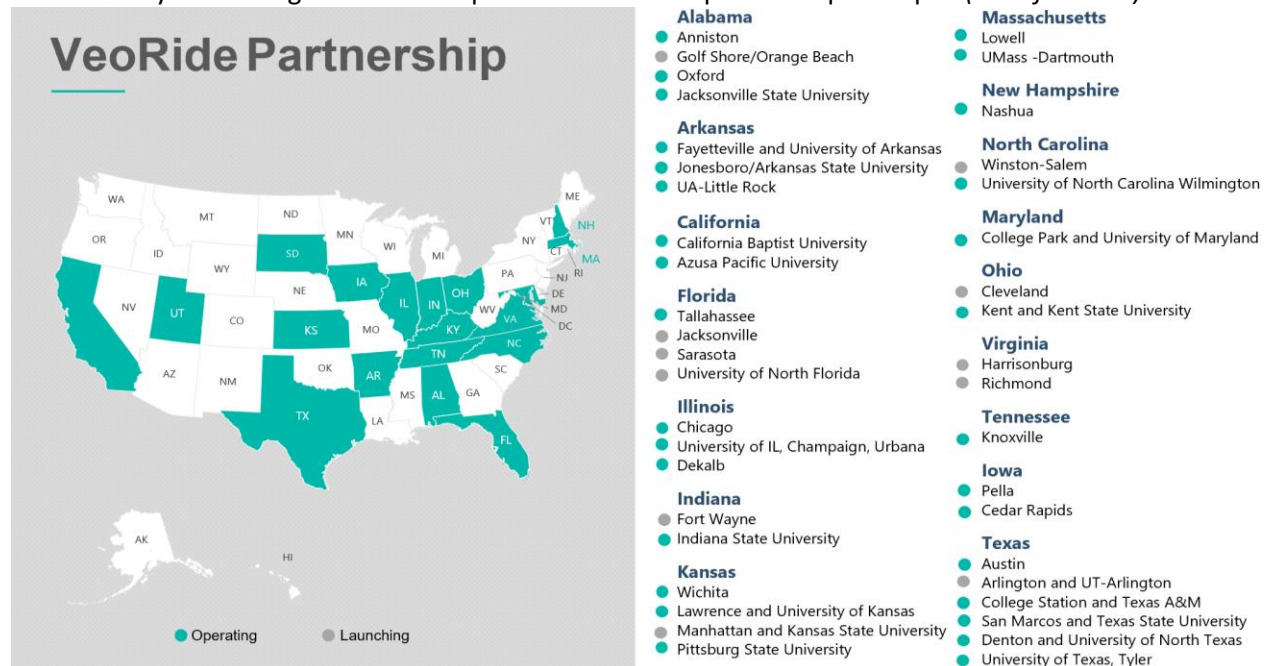
Adaptive and Diverse Transportation Needs

A single form of e-scooter will not meet the needs of the entire community seeking alternative transportation. VeoRide offers a portfolio of bikes to engage the entire community –e-bikers, commuters, recreational riders, physically challenged and adventure seekers that can be added to the permit in the future. We believe everyone should have the opportunity to experience the simple joy of riding a bicycle, and we have developed a breadth of options to meet the current, and future, needs of our communities.

J. EXPERIENCE AND QUALIFICATIONS

Founded in 2017, VeoRide is focused on delivering successful programs characterized by **continuous innovation** and **high ridership** of its installed fleet in the 40+ communities it serves. 95% of VeoRide’s operating cities were exclusive contracts awarded through RFP selection process and typical contracts last between 2-7 years, which demonstrates partners’ trust in VeoRide and our commitment to partners. Our mission is to establish micro-mobility vehicles as a true transportation system to reduce automotive use and promote widespread utilization of shared alternative mobility in a safe and reliable way.

VeoRide’s launched micro-mobility programs across the nation are currently operational, financially sustainable, and we are confident in our ability to build a robust and long-term program in San Francisco as well. For example, VeoRide’s program at the city of Urbana and city of Champaign, IL with 750 pedal and e-bikes, has a daily ridership of 4-5 rides/day/bike. In the City of Knoxville, TN, VeoRide’s e-scooter program achieves an incredible 12 rides/day/e-scooter. Additionally, at Texas A&M University and the City of College Station, Texas, VeoRide is successfully operating one of the largest single-vendor micro-mobility share programs with 2,500 fleets. Ridership numbers such as these are a testament to VeoRide’s ability to innovate with superior equipment as well as the effectiveness of the unique operational model it adopts for the markets it serves, which build a successful foundation for program sustainability in the long-term. The map below is VeoRide partnership example: (- Confidential)



- VeoRide is not in violation of San Francisco city contracts, San Francisco City Code, California State Code, or federal laws.
- VeoRide has never received cease-and-desist orders from any municipality, university (public and private), or government entity since its formation in 2017.
- VeoRide has never been in any litigation with any municipalities, universities, and government entities since formation.
- VeoRide pays all application permit fees on time when applicable.
- No municipalities, universities, or governments entities have revoked or canceled a permit or a contract for services prior to the completion of the initial term with VeoRide since formation.

Similar Dense, Urban North American City (operating e-scooter markets) - Confidential:

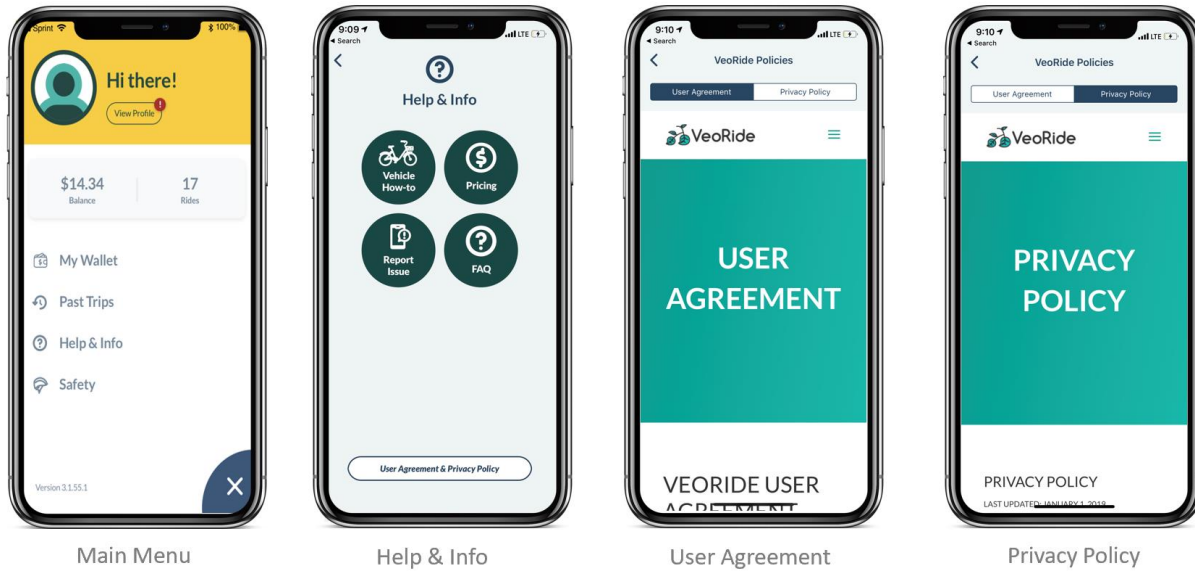
Market List	Launch Date	Agreement Type	Operating Hours	#Active Fleet Size	Six-month #Trip	On-time Payment?	Citation Number	Service Suspension ?	Point of Contact
Chicago, IL	Jun. 2019	Permit	5 am – 10 pm	250	60,000+	Yes	0	No	Isaac Reichman Isaac.Reichman@cityofchicago.org
Austin, TX	Jun. 2018	Permit	24/7	350	20,000+	Yes	0	No	Shannon Brown shannon.brown@austintexas.gov
Wichita, KS	Aug. 2019	Permit	5 am – 9 pm	500	10,000+	Yes	0	No	Mike Tann MTann@wichita.gov
Knoxville, TN	Apr. 2019	RFP – 1 of 2 exclusive vendor awarded	24/7	250	90,000+	NA	0	No	Brian Blackmon bblackmon@knoxvilletn.gov
Tallahassee, FL	Jul. 2019	Permit	24/7	200	23,000+	Yes	0	No	Julie Christesen Julie.Christesen@talgov.com
Nashua, NH	Jun. 2018	Contract	24/7	70	20,000+	NA	0	No	Julie Chizmas ChizmasJ@nashuanh.gov
College Park, MD /University of Maryland	End of Aug. 2019	Contract – Exclusive Vendor	7 am – 9 pm	100	5,000+	NA	0	No	Marta Woldu mwoldu@umd.edu

Similar Dense, Urban North American City (launching) - Confidential:

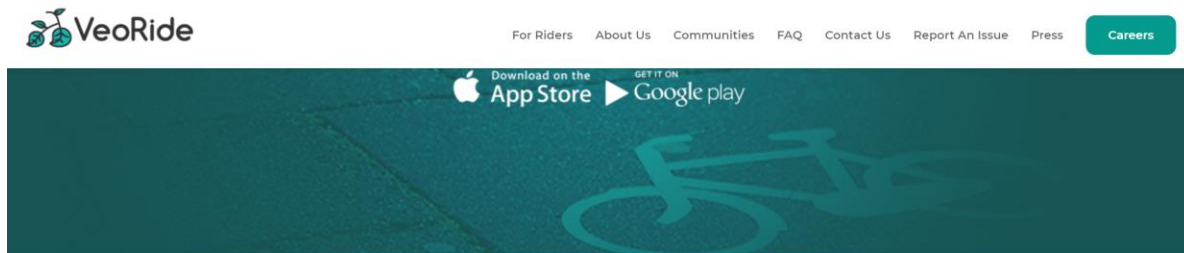
Other markets - CONFIDENTIAL	Scooter Size	Launch Date	Agreement Type	POC
Cleveland, OH	300	Sep. 2019	Permit – 1 of 4 exclusive vendors selected by City	Calley Mersmann CMersmann@city.cleveland.oh.us
Jacksonville, FL	500	TBD	RFP – Exclusive Vendor; Finalizing contract	Angelia C Wilson, acwilson@jtafla.com
Fort Wayne, IN	600	Sep. 2019	RFP – Exclusive Vendor	Dan Baisden Daniel.Baisden@cityoffortwayne.org
Richmond, VA	500	Sep. 2019	Permit Application WIP	Lynne Lancaster Lynne.Lancaster@Richmondgov.com
Harrisonburg, VA	100	Sep. 2019	Permit	Wesley D. Russ Wesley.Russ@harrisonburgva.gov
Winston-Salem, NC	500	Sep. 2019	Permit – 1 of 2 exclusive vendors selected by City	Matthew Burczyk mattbk@cityofws.org
Sarasota, FL	300	Oct. 2019	RFP – Exclusive Vendor	Tammy Spearman Tammy.Spearman@sarasotaFL.gov
Fayetteville, AR/University of Arkansas	250	Sep. 2019 for e-scooter	RFP – Exclusive Vendor (Launched Bike Share with 340 fleets in Sep. 2018)	Dane Eifling deifling@fayetteville-ar.gov
Arkansas State University	70-200	Sep. 2019 for e-scooter	Contract – Exclusive Vendor (Launched BS in Sep. 2018)	Bill Smith billsmith@astate.edu
Arlington, TX and University of Texas	600	Oct. 2019	RFP – Exclusive Vendor	Charles Manning Brooks charles.brooks@uta.edu

K. PRIVACY POLICY, USER AGREEMENT, AND TERMS OF SERVICE

User Agreement and Privacy Policy can be found via VeoRide App (Menu -> Help & Info -> User Agreement & Privacy Policy) and VeoRide website (<https://www.veoride.com/user-agreement/> and <https://www.veoride.com/privacy-policy/>):



VeoRide App User Agreement and Privacy Policy Location



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VeoRide Website User Agreement and Privacy Policy Location

VEORIDE USER AGREEMENT (Open to Adjust for SFMTA)

This User Agreement is a legally binding contract between you (“You”, “Your” and in some instances “User”) and VeoRide, Inc., an Indiana corporation d/b/a VeoRide (“VeoRide”), governing Your access to and use of VeoRide’s Services. This User Agreement together with VeoRide’s Privacy Policy, all other terms incorporated by reference, and any other updates, supplements, policies and rules regarding the Services published from time-to-time by VeoRide constitute this “Agreement” between You and VeoRide.

VeoRide’s services (“Services”) are comprised of several elements, including: (1) VeoRide vehicles, including, without limitation, electronic assist bicycles and scooters (“E-Vehicles”), pedal bicycles, ADA compliant bicycles and tricycles, and other mobility devices which may be offered from time-to-time (each, together with E-Vehicles, a “Vehicle”); (2) VeoRide’s website located at www.veoride.com, all versions thereof, and VeoRide’s mobile application (the “Online Services”); and (3) all other related services, equipment, personnel, and information provided or made available by VeoRide.

VeoRide agrees to rent You Vehicles, and otherwise provide the Services to You, subject to the terms of this Agreement. By accessing and/or using the Services, you acknowledge and agree to be bound by the terms of this Agreement and, as such, You should carefully read all of its terms and conditions prior to use of the Services.

IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE THE SERVICES. VEORIDE RESERVES THE RIGHT TO MODIFY OR AMEND THIS AGREEMENT FROM TIME TO TIME WITHOUT NOTICE. YOUR CONTINUED USE OF THE SERVICES FOLLOWING THE PUBLICATION OF ANY SUCH CHANGE WILL CONSTITUTE YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED.

ONLINE SERVICES; YOUR ACCOUNT

License to Use the Online Services. Subject to Your continued compliance with the terms and conditions of this Agreement, VeoRide hereby grants to You a limited, revocable, nontransferable right to access and use the VeoRide App and VeoRide’s website(s) solely for the purposes permitted herein. The Online Services are provided for Your personal, non-commercial use.

Registration. In order to access some of the Services, You may be required to create an account and password (an “Account”) that can be created, accessed, and maintained via the Online Services. Creation of an Account may require specific information or documentation, including, without limitation, Your first and last name, email address, phone number, gender, birth date, and address, and You are required to maintain and update Your information as requested or as may be necessary. By registering, You agree that all Account information provided is true and accurate and that You will maintain and update this information in order to keep it current,

complete, and accurate.

You are solely responsible for maintaining the confidentiality of Your Account password, and for any and all orders, statements, or omissions that occur through the use of Your Account. Therefore, you must take steps to ensure that others do not gain access to Your Account. VeoRide will never ask You for Your password. You may not transfer or share Your Account with anyone, and VeoRide reserves the right to immediately terminate Your Account in the event of any unauthorized transfer or sharing thereof.

Privacy Policy. Your use of the Services is subject to VeoRide's Privacy Policy, which may be modified from time to time and is incorporated into this Agreement by reference. For more information, see the VeoRide Privacy Policy at www.veoride.com/privacy. You understand that through Your use of the Services You consent to the collection and use, as set forth in the Privacy Policy, of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by VeoRide and its affiliates.

Children. The Online Services are not intended for persons under 13 years of age. By using the Services, You certify that You are at least 18 years of age (or, if older, that You meet the minimum permitted age and other qualifications, if any for use of the Services as permitted by local law, rule, or regulation), or in the alternate, You certify that You are the parent or legal guardian of any minor permitted by You to access or use the Services, have read and agreed to the terms and conditions set forth herein on Your behalf and on behalf of such minor, and such minor's use of the Services is permitted by this Agreement. Notwithstanding the foregoing, no person under the age of 18 may access or use (i) the Services without the supervision of a parent or legal guardian, or (ii) an E-Vehicle, in any event.

Payment of Fees.

VeoRide only accepts payments through approved payment service providers or by check; provided, VeoRide reserves the right to update its credit card service provider at a time. You agree to be bound by VeoRide's credit card service provider's terms and conditions.

If You rent or reserve a Vehicle or subscribe to any reoccurring or renewing Services that require payment of a fee (Your "Subscription" as further provided Section 3), You agree to pay all fees associated with such Services in accordance with this Agreement, billed in advance. You agree to provide VeoRide with accurate and complete billing information, including valid account or credit card information and Your name, address and telephone number, and to update such information within one day of any change in Your Account (as approved by VeoRide, Your "Designated Payment Method"). By providing Your Designated Payment Method information, (i) You represent and warrant to VeoRide that You are an authorized user of such Designated Payment Method and (ii) You are authorizing VeoRide to charge all fees incurred by You as provided in this Agreement to the Designated Payment Method. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by VeoRide.

VeoRide will automatically renew and bill Your Designated Payment Method for all fees incurred in accordance with this Agreement. If requested by You, and agreed to by VeoRide, VeoRide will issue an invoice to You for amounts due as provided herein. You hereby consent to VeoRide charging Your Designated Payment Method as amounts are due and VeoRide shall

not be required to obtain any further consent from You in order to charge such Designated Payment method. You further agree that until Your Subscription is terminated, You will continue to accrue charges for which You remain responsible, even if You do not access or use Your Account or Subscription. Unless VeoRide in its discretion determines otherwise, You will be billed and shall pay in U.S. dollars. You shall be responsible to reimburse VeoRide for any costs of collection of amounts due hereunder, including attorney's fees and court costs.

If You dispute any VeoRide charge, then You must (a) contact VeoRide within 10 calendar days from the end of the month with the disputed charge, and (b) provide to VeoRide all Vehicle use information that is necessary to identify the disputed charge (such as the date of the trip and the approximate starting and ending times).

If for any reason Your credit card company or financial institution refuses to pay any amount billed or collectable by VeoRide in accordance with this Agreement, You agree that VeoRide may, at its option, suspend or terminate Your Account, including any Subscription (as defined below), and require You to pay the overdue amount by other means acceptable to VeoRide. In addition, VeoRide may charge a fee for reinstatement of suspended or terminated Accounts. In the event legal action is necessary to collect on balances due, You agree to reimburse VeoRide for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

Changes in Services and Pricing. VeoRide is constantly updating and revising its offerings of products and services, and may discontinue or alter its products and services at any time without notice. All pricing for the products and services available via the Services is subject to change. For all of VeoRide's prices and products, including those provided for in this Agreement, VeoRide reserves the right to make adjustments due to changing market conditions, errors in advertisements, or for any other reason, in its sole discretion; provided, no pricing change will be applied retroactively (unless charged in error).

Chargeback Policy. All references to a "chargeback" refer to a reversal of a credit/debit card charge. There is no reason for a chargeback to ever be filed. If a credit is due, simply contact VeoRide for payment. You agree to immediately contact VeoRide if You feel that Your credit/debit card was used fraudulently in connection with the Services. You agree to repay VeoRide all costs and expenses incurred as a result of any chargeback your file.

YOU AGREE THAT YOU WILL NOT CHARGEBACK ANY AMOUNTS CHARGED TO YOUR CREDIT/DEBIT CARD BY VEORIDE IN CONNECTION WITH THE SERVICES AND PURSUANT TO THIS AGREEMENT. IF YOU CHARGEBACK A CREDIT/DEBIT CARD CHARGE FOR A PAYMENT INITIATED BY YOU, YOU AGREE THAT VEORIDE MAY RECOVER THE AMOUNT OF THE CHARGEBACK, IN ADDITION ANY CHARGEBACK FEES LEVIED BY A PAYMENT SERVICE PROVIDER, BY ANY MEANS DEEMED NECESSARY, INCLUDING BUT NOT LIMITED TO RECHARGING YOUR CREDIT/DEBIT CARD OR HAVING THE AMOUNT RECOVERED BY A COLLECTION AGENCY.

Intellectual Property Rights Reserved. You acknowledge and agree that the Services and any necessary software used in connection with the Online Services contain proprietary and confidential information that is protected by applicable intellectual property law and other laws. You further acknowledge and agree that content contained in advertisements or information presented to You through the Services or by advertisers is protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. As between You and VeoRide, and except as expressly provide in this Agreement, all right, title and interest in and to

any intellectual property incorporated, used, or made viable in connection with to the Services will remain solely with VeoRide. Except as expressly permitted by applicable law or as authorized by VeoRide or the applicable licensor, such as an advertiser, You agree not to modify, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Services, in whole or in part.

Submitted Content. VeoRide does not claim ownership of any information which You submit, disseminate, or otherwise make available through the Online Services or communicate to VeoRide (collectively “Submissions”). However, subject to VeoRide’s Privacy Policy, You hereby grant to VeoRide a worldwide, royalty-free, perpetual, non-exclusive, sublicensable, and transferable license to use, distribute, reproduce, modify, adapt, publicly perform, and publicly display, in whole or in part, Submissions for any purpose, and to incorporate Submissions into other works in any format or medium known or later developed. You agree to the Submission rules found here as part of this Agreement and/or provided through the Services. VeoRide shall not treat any Submission as confidential and shall not incur any liability as a result of any similarities that may appear in future VeoRide services or products. You acknowledge that You are fully responsible for all Submissions, including their legality, reliability, appropriateness, originality, and copyright. You hereby represent and warrant that Your Submissions do not infringe the rights of any third party.

Inappropriate Material. You are prohibited from transmitting any unlawful, infringing, threatening, defamatory, libelous, obscene, pornographic or profane material, any material that infringes or misappropriates third party intellectual property, or any “spam” materials via the Online Services. In addition to any other legal remedies that VeoRide may have, VeoRide may suspend or terminate Your Account, including Your access to the Services, in the event VeoRide, in its sole discretion, determines or believes You to be in violation of this provision. VeoRide will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone transferring or submitting such materials.

Map Integration. The map data provided to You via the App and otherwise in connection with the Services is based on the current map information available to VeoRide by one or more third parties (currently through the incorporation Google Maps API, but subject to change at any time in VeoRide’s sole discretion) and may be inaccurate or incomplete. By Your use of the Services, You acknowledge and agree to be bound by such third party provider’s term of services (for Google Maps, available at https://maps.google.com/help/terms_maps.html).

Third Party Interactions. During use of the Online Services, You may enter into correspondence with, purchase services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Services. Additionally, certain of our Services may be provided through third party service providers (in which case those third parties will be clearly identified to You). Any such activity, and any terms, conditions, warranties, or representations associated with such activity, is solely between You and the applicable third-party. VeoRide shall have no liability, obligation, or responsibility for any such transaction, correspondence, purchase, or promotion between You and any such third party. VeoRide does not endorse any sites on the Internet that are linked through its Services. VeoRide provides these links to You only as a matter of convenience, and in no event shall VeoRide be responsible for any content, products, or other materials on or available from such sites. VeoRide provides products to You

pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware, or services used in connection with the Services may require Your agreement to additional or different license or other terms prior to Your use of or access to such software, hardware, or services.

RENTAL AND USE OF VEHICLES.

Rental of Vehicles; Service Areas. VeoRide may rent Vehicles to You from time to time pursuant to the terms of this Agreement. You agree to only use, operate, and ride Vehicles in the applicable designated area on the VeoRide App (“Service Area”). In the event You operate or use the Vehicle outside of the Service Area, VeoRide may charge You a fee up to the replacement cost of the Vehicle. If you take a Vehicle outside of the Service Area, You will continue to be charged for the rental of the Vehicle until that Vehicle is returned to the Service Area and Your rental of that Vehicle is deactivated. You agree to return any rented Vehicle to VeoRide, at a location within the Service Area; provided, in the case that VeoRide’s local partner may require Vehicles be returned to specific location within the Service Area (as designated by posted sign or within the App), You agree to do the same or be subject to additional fees as provided herein. All Vehicles must be returned in the same condition in which it was rented, normal wear and tear excepted.

You are the Sole User. You and VeoRide are the only parties to this Agreement. You are the sole authorized renter (“User”) of Vehicles pursuant Your Account, and You are solely responsible for compliance with all terms and conditions contained herein. You understand that, subject to Section 2.3, when You activate a Vehicle, the Vehicle must be used only by You and you may not permit any other party to use that Vehicle until Your rental is deactivated.

You Must be at Least 18 Years Old. You represent that You are at least 18 years old. Except for E-Vehicles, minors who are at least 13 years of age may use other Vehicles pursuant to Your Account, but only if You are the minor’s parent or legal guardian. By authorizing use of the Service by a minor, You agree that You are fully responsible and liable for, and agree to defend, indemnify, and hold VeoRide harmless from, all injuries, damages, costs and expenses arising from or related to the minor’s use of the Services. Further, You represent and warrant to VeoRide, and shall ensure that, such minor accepts and complies with this Agreement as a User. Minors under the age of 18 are not permitted to use E-Vehicles.

Vehicles are the Exclusive Property of VeoRide. You agree that the Vehicles, and any VeoRide equipment attached thereto or otherwise provided, are and shall remain the exclusive property of VeoRide. You must not dismantle, write on, or otherwise modify, repair or deface a Vehicle, any part thereof, or any other VeoRide equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle or any other VeoRide equipment or property for any advertising or similar commercial purpose.

Reserving VeoRide Vehicles. You may either reserve a Vehicle through a reservation via the Online Services, or Vehicles may be available on a first-come-first-served basis. You shall make all reservations through the Online Services in advance of Your use and will be billed at the time of reservation. You may cancel or change an existing reservation through the Online Services until 10 minutes after the reservation was made.

You are a Competent Vehicle Operator. As a User, You represent and certify to VeoRide that

You are familiar with the operation of the Vehicle, and are reasonably competent and physically fit to ride the Vehicle. By choosing to ride a Vehicle, You assume all responsibilities and risks for any injuries or medical conditions. You are hereby advised that certain weather conditions, including snow, hail, ice, excessive wind or rain and electrical storms, make Vehicle operation potentially dangerous, and You assume such risks by Your use of a Vehicle under such conditions. You are advised to adjust Your riding behavior and braking distance to suit the weather and traffic conditions.

Safety Check. Before each use of a Vehicle, You shall conduct a basic safety inspection, which includes inspecting for the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) proper attachment of the handlebars, seat, base, pedals, and basket (as applicable); (iv) good condition of the frame; (v) with respect to E-Vehicles, battery charge, and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. You agree not to operate a Vehicle if there are any noticeable issues, and to immediately notify customer service to alert VeoRide of any problems.

Helmets. VeoRide recommends that all Users wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. You agree that none of VeoRide and its Released Parties (defined below) are liable for any injury suffered by You while using the Services, whether or not You are wearing a helmet at the time of injury. You may need to take additional safety measures or precautions not specifically addressed in this Agreement.

You Must Follow Laws Regarding Use and Operation of Vehicles. You agree to follow all laws pertaining to the use, riding and operation of the Vehicles, including all applicable state and local laws and the rules and regulations pertaining to the location where You are operating the Vehicle, including, without limitation, any applicable helmet and E-Vehicle licensing laws.

Vehicle Intended for Only Limited Types of Use. You agree that You will not operate or use any Vehicle (i) for racing, mountain bike riding, stunt or trick riding; (ii) on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal and/or a nuisance to others; (iii) for hire or reward; or (iv) in violation of any applicable federal, state or local law, order, ordinance, regulation or other rule or requirement.

Vehicle Routes. You agree that VeoRide does not provide or maintain places to ride Vehicles, and that VeoRide does not guarantee that there will always be a safe place to ride a Vehicle. Roads, bicycle lanes, bicycle routes, trails and other pathways may become dangerous due to weather, traffic, or other hazards.

No Tampering. You are not permitted to, and will not, tamper with, attempt to gain unauthorized access using, or otherwise use the Vehicle or other VeoRide equipment other than for purposes permitted by and pursuant to this Agreement and in connection with Your Account.

Weight and Cargo Limits. You must not exceed the maximum weight limit for Vehicle (300 pounds or as otherwise provided in the VeoRide App) or the cargo basket on the Vehicle, if equipped (10 pounds), and You must not otherwise use the cargo carrier improperly with regard to the type of contents or any visual obstruction or riding impediment. You acknowledge that the front cargo basket of an equipped Vehicle is intended for light goods only, and that You

will not carry people or animals anywhere on a Vehicle.

Vehicle Operating Hours and Availability. VeoRide makes reasonable efforts to provide the Services 24 hours a day, 7 days a week, 365 days per year, but does not guarantee that the Services will be available at all times, as force majeure events or other circumstances might prevent VeoRide from providing the Services. Access to the Service is also conditioned on the availability of Vehicles. VeoRide does not represent or warrant the availability of any Services or the availability of any Vehicle at any time. The number of Vehicles is limited and Vehicle availability is never guaranteed. Vehicles must be rented within the maximum rental time limits set forth herein and You agree that VeoRide may require for You to return a Vehicle at any time.

Prohibited Conduct. As a User of a Vehicle, You agree as follows:

You will not operate a Vehicle in violation of any applicable federal, state or local law, order, ordinance, regulation or other rule or requirement;

You will not operate a Vehicle while carrying any briefcase, backpack, bag, or other items if it impedes Your ability to operate the Vehicle safely;

You will not operate a Vehicle on any public sidewalk unless permitted by local rule or ordinance;

You will not attach or adhere the Vehicle to a bus, car, or any other similar mode of transportation;

While riding a Vehicle, You will not use any cellular telephone, text messaging device, portable music player, or other devices that may distract You from safe operation of the Vehicle;

You will not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to safely operate the Vehicle;

You will not carry a second person on a Vehicle;

You will deactivate Your rental and lock the Vehicle within the Service Area as required herein;

You will only use locking mechanisms provided by VeoRide and You will not add another lock to a Vehicle; and

You will park the Vehicle at a lawful parking spot following Your use (i.e. the Vehicle cannot be parked on private property or in a locked area or in any other non-public space).

In the event of your violation of this Agreement, You may incur additional fees as provided in Section 3 below. In addition, and without limitation, VeoRide may suspend, cancel, or terminate Your Account, including Your access to the Services.

E-Vehicles Specific Terms. As a User of an E-Vehicle, in addition to the prohibited conduct above, You acknowledge and agree as follows:

You assume sole responsibility for checking and E-Vehicle's charge level before use, and monitoring during use, to ensure it is adequate for Your intended operation (including the return of the E-Vehicle as provided herein);

VeoRide does not guarantee that any displayed E-Vehicle charge level is accurate, or that E-Vehicle performance at various charge levels will be consistent from E-Vehicle to E-Vehicle;

E-Vehicle charge level, and the rate that it decreases, is impacted by certain external factors (weather, road conditions, age of the power source, etc.) and VeoRide cannot guarantee any specific level of performance at any charge level;

E-Vehicle features and operations, including speed, may decrease (or cease) with use commensurate with its charge level and You will monitor and modify (and cease) Your use of an E-Vehicle accordingly; and

An E-Vehicle may not have sufficient charge to operate until Your intended destination.

Reporting of Damage or Crashes. You must report any accident, crash, damage, or personal injury involving a Vehicle, or any or stolen or lost Vehicle, to VeoRide as soon as possible. In the event of a stolen Vehicle, or if a crash involves personal injury or property damage, You must file a report with the local police department within 24 hours.

Lost or Stolen Vehicle. If a Vehicle is not returned within 48 consecutive hours, then the Vehicle may be deemed lost or stolen by VeoRide, and a police report may be filed with local authorities. The data generated by the Services' computer is conclusive evidence of the period of use of a Vehicle by a User. You must report any Vehicle disappearance or theft to VeoRide immediately or as soon as possible. You agree that You are responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Vehicle during Your rental or reasonably resulting from your breach of this Agreement.

Limitations on Rental. You agree that VeoRide is not a common carrier. Alternative means of public and private transportation are available to the general public and to You individually, including public buses and rail service, taxis, and pedestrian paths. VeoRide provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

SUBSCRIPTIONS AND AUTORENEWALS; OTHER FEES

Subscription Term. Your subscription for Services (Your "Subscription") will commence as of the date that Your payment for the Subscription is received and will continue in full force for the length of the term You purchase (the "Initial Term") and will renew as provided below for successive Renewal Terms (day-to-day, month-to-month, semester-to-semester, or annually) until such time as You cancel Your Subscription ("Subscription Term"), except as otherwise provided herein.

Auto-renewal. Your Subscription will automatically renew at the end of Your Subscription Term continuously and indefinitely for period equal to the Initial Term (each a "Renewal Term") without action by You, and the Subscription membership fee will be charged to You at the time of renewal. By payment of Your initial membership fee, You are agreeing to pay a reoccurring subscription fee automatically (at the then-current rate in the VeoRide App) unless you cancel prior to the expiration of the current Initial Term or Renewal Term, as the case may be. Fees will be charged to Your original payment method automatically at the beginning of Your Subscription Term, and at the beginning of each Renewal Term thereafter on the calendar day corresponding to the commencement of Your current Subscription Term, unless You cancel

Your Subscription.

Subscription Termination. You may cancel Your Subscription at anytime; provided, a cancellation will only be effective at the expiration for the then-current Initial or Renewal Term, as applicable. In such event, You will not be entitled to receive a refund for the unused portion of the remainder of the Subscription Term. In order to cancel Your Subscription please call customer service at 855-836-2256 or by sending an email to hello@veoride.com.

Promotional Codes. Lucky Ride and other discount promotional codes are one-time only offers and can only be redeemed via the VeoRide App. VeoRide reserves the right to modify or cancel discounts or promotional ride amounts at any time. Discounts are limited to one per User and Account, and may not be combined with other offers. Discounts are non-refundable, non-transferable and may not be resold. The Lucky Ride discount promotional codes will only be sent out after a Vehicle is locked or parked within the Service Area as provided herein.

Maximum Rental Time and Charges. The maximum continuous rental time for a Vehicle is 48 hours. You agree that You will deactivate the Vehicle rental within 48 hours and return the Vehicle to the Service Area as provided herein following Your initial rental of any specific Vehicle; provided You may then rent that Vehicle again immediately thereafter. The maximum daily charge for Vehicle rental is \$48 and is based on a calendar day. After the return of the Vehicle, You will be charged the accumulated rental charges, or the maximum daily charge; whichever is less. Vehicles not returned (locked and a Your use concluded) within 48 hours may be considered lost or stolen, and the last User of such Vehicle may be charged up to \$600 per pedal bike, \$1,400 per electric scooter, \$1,600 per fat-tire bike, and \$2,600 per electric bike, and a police report may be filed. VeoRide may also charge a service fee of \$30 for Your Vehicle rentals in excess of 24 hours where the Vehicle is not lost or stolen.

Pick Up Fees. If You do not return a rented Vehicle to the Service Area as provided herein (including, without limitation, in the event You deactivate the Vehicle on private property, a locked community, or another unreachable area), and request that the Vehicle be picked up by VeoRide, VeoRide may, at its sole discretion, charge You a pickup fee up to \$120. If any Vehicle rented through Your Account is abandoned (i.e., You do not timely deactivate Your rental of a Vehicle), You will be responsible for all fees incurred with respect to such Vehicle until it is recovered and deactivated, plus a service charge (currently \$120.00) to recover the Vehicle.

Insufficient Vehicle Rental Time. If You have prepaid your Vehicle rental time and the remaining balance is less than your actual Vehicle rental time, you incur fees (including, but not limited to those fees provided in Sections 3.5 and 3.6) such that Your VeoRide account reaches a negative balance, or, for any other reason, Your VeoRide account reaches a negative balance, You acknowledge and agree that VeoRide will charge for the fees incurred and Services used, at rates as may be provided from time to time via the App, payable in accordance with this Agreement.

No Refunds. All fees paid or payable by You to VeoRide, including the fees as discussed above and other costs and fees as provided in this Agreement and the VeoRide App, are final and nonrefundable except in VeoRide's sole and absolute discretion.

ASSUMPTIONS OF RISK AND RELEASE

Assumption of Risk. You are solely and fully responsible for Your safe operation of the Vehicles

at all times. You agree that Vehicles are machines that may malfunction, even if the properly maintained, and that such malfunction may cause injury. You agree that operating a Vehicle involves many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to You or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. You agree that such risks, dangers, and hazards are Your sole responsibility, including, but not limited to, choosing whether to wear a helmet, whether or not required by law, or utilize other protective gear. You agree that if Your use of any of the Services causes any injury or damage to another person or property, then You may be liable for all resulting injuries, damages, and related costs. By choosing to operate a Vehicle, You assume full and complete responsibility for all related risks, dangers, and hazards, and agree that VeoRide and all other Released Persons are not responsible for any injury, damage, or cost caused by You with respect to any person or property, including the Vehicle itself.

YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE SERVICES, INCLUDING ANY VEHICLE OR RELATED EQUIPMENT, IS AT YOUR SOLE RISK.

Release. Except for Claims caused by the Released Person's gross negligence or willful misconduct, and in exchange for You being allowed access to and use of the Services, You (for yourself and Your heirs, agents, affiliates, representatives, successors, and assigns) do hereby fully and forever release and discharge all Released Persons for all Claims that You have or may have against any Released Person, whether caused by the sole or partial negligence of VeoRide and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating a Vehicle. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases.

"Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred at trial, on appeal, or otherwise), damages (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any Vehicle, equipment or related information, or (b) Your use of any of the foregoing.

"Released Persons" means, collectively VeoRide and all of its owners, directors, officers, affiliates, employees, agents, representatives, successors, and assigns, and (ii) every sponsor of any of the Services (including any third party giving VeoRide permission or a license to use its owned or controlled property in connection with the Services) and all of the sponsor's owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns.

INDEMNIFICATION; WARRANTY WAIVER AND LIMITATIONS ON LIABILITY

Indemnification. You agree to indemnify, defend and hold Released Persons harmless from and against all third-party Claims that may be asserted arising out of or in any way connected with Your access to or use of the Services, including Your Vehicle use.

No Warranties. ALL OF THE SERVICES, INCLUDING ANY VEHICLE OR RELATED EQUIPMENT, ARE PROVIDED “AS IS” AND “AS AVAILABLE” (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK). TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO YOUR USE OF ANY OF THE SERVICES, VEHICLES, OR RELATED EQUIPMENT, VEORIDE AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VEORIDE AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES, INCLUDING ANY VEHICLE OR RELATED EQUIPMENT, WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SAME.

Limited Liability. YOU HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, VEORIDE AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED OR CONTEMPLATED IN THIS AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, INCLUDING ANY VEHICLE OR RELATED EQUIPMENT, (C) YOUR BREACH OF THIS AGREEMENT OR YOUR VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW, ORDER, ORDINANCE, REGULATION OR OTHER RULE OR REQUIREMENT, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU, (E) YOUR FAILURE TO WEAR A HELMET WHILE USING A VEHICLE, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. THESE LIMITATIONS ARE EFFECTIVE EVEN IF VEORIDE OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

THE AGGREGATE LIABILITY OF VEORIDE AND ALL OTHER RELEASED PERSONS TO YOU, FOR ALL CLAIMS IN THE AGGREGATE, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100.

SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS SECTION 5 MIGHT NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

TERMINATION

Generally. In addition to Your ability to terminate Your Account, Your Subscription and this Agreement as provide herein, Your Subscription will automatically end 10 years after Your last login to your las Vehicle rental; provided, however, that Your personal financial responsibility under this Agreement expires one year after the Your last use of the Services.

Termination by VeoRide. VeoRide may unilaterally terminate Your Account or Your Subscription, including this Agreement and your access to and/or right to use the Services, at any time and from time to time, in VeoRide’s sole discretion and without any notice or cause.

Survival of Terms. The provisions of this Agreement that are intended to survive termination, and all of Your financial obligations hereunder (regardless of whether charged or incurred during or after the Subscription Term, will remain in full force and effect regardless of how this Agreement is terminated.

DISPUTE RESOLUTION; BINDING ARBITRATION; CLASS ACTION WAIVE

YOU SHOULD READ THIS SECTION CAREFULLY AS IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Governing Law. This Agreement is governed by the laws of the State of Indiana, excluding principles of conflicts of laws.

Initial Resolution Attempts. You and VeoRide will engage in good faith negotiation to resolve any dispute, claim, or question, and use their respective best efforts to settle the same, as a condition precedent to either party initiating any court action, lawsuit, mediation, or arbitration.

Binding Arbitration. If the no resolution is reached in the initial resolution process, either party may initiate binding arbitration as the sole means to resolve claims, as provided herein. All claims arising out of or relating to this Agreement, including access to and use of the Services, and use and rental of any Vehicle, shall be finally settled by binding arbitration administered by JAMS under the applicable commercial arbitration rules, excluding any rules or procedures governing or permitting class actions.

The arbitrator shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, non-appealable, and binding on the parties, and may be entered as a judgment in any court of competent jurisdiction.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, VeoRide will pay the additional cost. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

Location. Arbitration in connection with this Agreement shall take place in Tippecanoe County, Indiana, unless otherwise mutually agreed to by the parties. With respect to any matter not subject to arbitration in connection with this Agreement, the parties mutually consent to the exclusive jurisdiction of the state and federal courts located in Tippecanoe County, Indiana, and further agree to accept service or process by mail.

Class Action Waiver. YOU AGREE THAT YOU MAY ONLY BRING CLAIMS AGAINST VEORIDE IN YOUR INDIVIDUAL CAPACITY, , AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The parties agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then Section 7.3 shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

Opt-Out Rights. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out

to hello@veoride.com. The notice must be sent within 30 days of your Account creation, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those paragraphs. If you opt-out of these arbitration provisions, Section 7.3 will be deemed void and removed from this Agreement.

Intellectual Property Claims. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights).

Changes to this Section. Notwithstanding anything in this Agreement to the contrary, VeoRide will provide prior written notice of any changes to this Section 7. Changes will become effective only after prior written notice and will apply prospectively only to any claims arising after the notice period.

MISCELLANEOUS TERMS

Permitted Disclosures. All personally identifiable information that is held by VeoRide and pertains to Users, including all names, addresses, phone numbers, and email addresses will be kept by VeoRide in accordance with its privacy policy linked to www.veoride.com/privacy provided, however, that (i) if there is any accident where a User is unable to communicate personal information to the appropriate authorities, then VeoRide may, in its sole discretion, provide a User's name, address, phone number, and other important information to such authorities, (ii) if VeoRide receives a subpoena from any court or other authority, then VeoRide will provide all requested information in accordance with applicable law, and (iii) VeoRide may disclose aggregate and other data about Users in accordance with applicable law, including, without limitation, general latitude and longitude data for User addresses (provided this would not allow any individual's address to be separately identified).

License to Image and Likeness. You hereby knowingly, voluntarily, and irrevocably (i) give Your full and unconditional consent to VeoRide and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings related to Your use of the Services, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (ii) grant to VeoRide and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice related to Your use of the Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as VeoRide may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (iii) waive, release, and discharge all Released Persons from all Claims that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.

Notice. VeoRide may be contacted by emailing hello@veoride.com.

Waiver and Severability. No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

Cumulative Remedies. All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

Modifications. Except as expressly provided above, VeoRide may, at any time and from time to time, and without Your prior notification or consent being required, unilaterally amend, modify, or change this Agreement, in its sole discretion by posting such amended or modified Agreement on its Online Services. By continuing to use any Services after any amendment, modification, or change, You agree to be bound by all such amendments, modifications, and changes. You must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Notwithstanding the foregoing, in the event any notice to You of modification to this Agreement is determined to be insufficient or otherwise not binding on You, the prior agreement between You and Us shall continue until sufficient notice to establish a new agreement occurs.

Entire Agreement. This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement and the within referenced VeoRide agreements supersede all other prior agreements, written or oral, relating to such subject matter.

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PRIVACY POLICY (Open to Adjust for SFMTA)

This Privacy Policy (“Privacy Policy”) was developed as an extension of the commitment made by VeoRide, Inc., an Indiana corporation d/b/a VeoRide (“VeoRide”) to combine quality products and services with integrity in dealing with its customers (“You” or “Your”) accessing or using VeoRide’s websites and/or mobile applications. This Privacy Policy applies to the VeoRide Terms of Service, found at www.veoride.com/terms, and Your access and use of all Services. Capitalized terms not defined herein shall have the meanings stated in the VeoRide Terms of Service.

This Privacy Policy explains how VeoRide collects, uses, and safeguards the information You provide to VeoRide and assists You in making informed decisions when using the Services.

CHANNELS VEORIDE COLLECTS INFORMATION FROM. VeoRide collects information from You via its mobile application, websites, issue-reporting submissions submitted by You to VeoRide, emails sent by You to VeoRide, Your social media accounts, any job applications submitted directly or indirectly by You, and any information provided by You in any phone or other communication with VeoRide.

WHAT INFORMATION VEORIDE COLLECTS. Via the above channels, VeoRide may collect the following information from You:

“Personal Information” such as Your name, e-mail address, telephone number, postal address, credit card information, billing and contact information, demographic information, and location information; and

“Non-Personal Information” of a nature that does not personally identify You, including Your manner of access and use of VeoRide’s Services.

WHEN AND HOW VEORIDE COLLECTS INFORMATION. You may provide VeoRide or its agents with information in several ways, including, for example, when You: register for an account, create a user profile, or provide payment information; manage Your account; use one of VeoRide’s Services; register for an event sponsored by VeoRide; authorize VeoRide to collect Your social media information; upload content via VeoRide’s Services; sign up to receive alerts or other information via email, text or instant message from VeoRide; ask for customer service, support or other assistance; participate in communities or other forums, or comment on blog entries; interact with VeoRide in any other way, including through one of its Services; or submit an application to work at VeoRide.

Location Information. With Your consent, VeoRide collects information about Your location from its Services. For example, while You are renting a Vehicle, VeoRide may collect information about the location of the Vehicle, the routes taken by the Vehicle, and the rental status of the Vehicle. VeoRide also collect information about Your location that You provide or enable VeoRide to collect through the Services. VeoRide also collects Your device’s source IP address, which may disclose the location of Your device at the time You access the Services. While You can always decide not to share information about Your location with VeoRide, You

must agree to provide certain types of location information, including, for example, the location of any Vehicle while You are renting it, if You want to use certain aspects of the Services.

Personal Information from or Through Social Media Platforms. When You interact with any page or account on a social media platform, such as Facebook, Twitter, Google+, Tumblr, LinkedIn, YouTube, or Pinterest, VeoRide may collect the Personal Information that You make available on that page or account, including Your account ID or “handle” and that the social media platform permits VeoRide to collect, in compliance with their privacy policy. If You publish Your social media profile on the Services, VeoRide may collect Personal Information that You make available as part of that profile.

Personal Information from Other Sources. VeoRide may also collect Personal Information from other sources or from offline interactions to, among other things, verify and update information contained in VeoRide’s records and to better customize the Services for You. VeoRide may also collect Personal Information about You from credit reporting agencies to, for example, determine Your creditworthiness, credit score, and credit usage.

Personal Information from Surveys or Promotions. From time to time, VeoRide may provide You with the opportunity to participate in surveys or promotions, some of which might be sponsored or conducted by a third party. Participation in these surveys and promotions are completely voluntary. If You choose to participate, VeoRide will request certain Personal Information from You. If there is a third-party sponsor involved in the survey or promotion, please make sure to review the sponsor's privacy notice.

Personal Information about Third Parties We Collect Using the Tell-A-Friend Feature. VeoRide may from time to time conduct a referral service to introduce people You know to the Services. If You choose to use such referral service to tell someone about the Services or any promotion thereof, VeoRide may ask You for Your contact’s name, phone number or email address. VeoRide will automatically send Your contact a one-time email or text message inviting him or her to access and/or use the Services. VeoRide will store this information for the purpose of sending this one-time email and tracking the success of the referral program. Your contact may contact VeoRide to request that this information be removed from VeoRide’s database.

Personal Information We Collect Using Cookies and Other Tracking Technologies. Like many websites and mobile applications, VeoRide may use “cookies”, which are small text files that are stored on Your computer or equipment when You visit certain online pages that record Your preferences and actions. VeoRide may also use cookies to monitor traffic, improve the Services, and make it easier and/or relevant for Your use. Like many apps and websites, VeoRide may use cookies, web beacons and similar technologies to record Your preferences, track the use of the Services and Your interaction with advertisements, monitor traffic, improve the Services, and make it easier, and more relevant, for You. VeoRide may also use cookies to: find Your account information when You access the Services (a cookie is created when You register for an Account); determine the browser You are using so the Services work properly; assist with sending You e-mail newsletters; generate analytics regarding Your use of Services; and estimate VeoRide’s audience size by determining whether Your visit is Your first.

VeoRide may use both “session” cookies and “persistent” cookies, but does not currently use flash cookies, web storage, web beacons or other technologies that track Your browsing history across multiple applications or websites.

VeoRide may also use Google Analytics, a web analytics service provided by Google, Inc. (“Google”), on the Services. Google Analytics uses cookies or other tracking technologies to help analyze how users interact with and use the Services, compile reports on the related activities, and provide other services related to Your activity and usage. The technologies used by Google may collect information such as Your IP address, time of visit, whether You are a return visitor, and any referring website or application. The Services do not use Google Analytics to gather information that personally identifies You. The information generated by Google Analytics will be transmitted to and stored by Google and will be subject to Google’s privacy policies.

VeoRide may partner with third party advertising companies to better provide advertisements about its goods and services that may be of interest to You. These third-party advertisers may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about You when You use the websites or applications. They may collect information about Your online activities over time and across different websites, applications, or other online services. They may use this information to provide You with interest-based advertising or other targeted content. These online advertising partners do not have access to, or the ability to use and Personal Information from VeoRide without Your consent. They may, however, use persistent identifiers to anonymously track Your Internet usage across other websites and applications over which VeoRide has no control. Although VeoRide restricts their further use of any Personal Information they might receive from it, they may, with sufficient data from other sources, be able to personally identify You, without VeoRide knowing or having the ability to control.

Third-party ad serving companies and other unaffiliated advertisers also display advertisements on via the Services. As part of their service, they may place a separate cookie on Your computer or utilize other data collection and tracking technologies, to collect information such as Your IP address, browser type, the server Your computer is logged onto, the area code and zip code associated with Your server, and whether You responded to a particular advertisement. For a listing of the third party companies VeoRide may allow to place cookies to serve ads on the Services, click here. VeoRide does not control these third parties’ tracking technologies, how they may be used, or the information they may collect, and VeoRide is not responsible for the privacy policies or the content of those third parties. Please visit the sites of those businesses at the links above to review their privacy policies. VeoRide may add or change the list of third party ad servers from time to time and encourages You to regularly check this section for changes. You can learn more about online advertising at www.aboutads.info/consumers.

Many of the third-party advertisers that place tracking tools on or through the Services are members of programs that offer You additional choices regarding the collection and use of Your information. You can learn more about the options available to limit the collection and use of Your information by these third parties by visiting the applications for the Network Advertising Initiative and the Digital Advertising Alliance, as well as the webpages for Facebook’s ad preferences tool and privacy policy. You can also learn about Your options to opt-out of mobile app tracking by certain advertising networks through Your device settings. For more

information about how to change these settings for Apple, or Android, see:

Apple: <http://support.apple.com/kb/HT4228>

Android: <http://www.google.com/policies/technologies/ads/>

Please note that opting-out of advertising networks services does not mean that You will not receive advertising while using the Services or on other applications, nor will it prevent the receipt of interest-based advertising from third parties that do not participate in these programs. It will, however, exclude You from interest-based advertising conducted through participating networks, as provided by their policies and choice mechanisms. Your browser or device may include “Do Not Track” functionality. Because a “Do Not Track” compliance protocol has not yet been finalized, VeoRide’s information collection and disclosure practices, and the choices provided to You, will continue to operate as described in this Privacy Policy, whether or not a Do Not Track signal is received. If You delete Your cookies or if You set Your browser or device to decline these technologies, some functions of the Services may not function at all, or may not function as designed.

Consolidating Your Personal Information. VeoRide may use the information from one portion of one of the Services for other portions thereof, and may combine Personal Information gathered from multiple sources, including Personal Information collected off-line or receive from third-party sources to enhance, expand, and check the accuracy of Your customer records, into a single customer record or analysis or report. VeoRide follows this Privacy Policy with respect to all of Your Personal Information regardless of how it was collected.

Non-Personal Information Collected. VeoRide and third party vendors may collect information about Your computer hardware and software, such as browser information, access times, the date and time of visits, the website pages viewed, time spent at VeoRide’s website, websites that You visited just before and just after Your visit to VeoRide’s website, riding time on a Vehicle, length of Vehicle operation, speed while operating a Vehicle, and certain other information collected through cookies, pixel tags, mobile applications, and other technologies.

HOW VEORIDE USES PERSONAL INFORMATION. VeoRide may use Your Personal Information, including information about Your location, to: provide Services to You at Your request; track the Vehicles; upload Your content to the Services at Your request; permit You to update, edit, and manage Your content on the Services; communicate with You about Your account or transactions with VeoRide (including service related announcements) and send You information about features and enhancements of the Services; communicate with You about changes to VeoRide policies; communicate with You about Your comments to a blog post; personalize content and experiences on the Services, including providing You with reports, recommendations and feedback based on Your preferences; optimize or improve the Services; automatically update VeoRide applications on Your device; detect, investigate, and prevent activities that may violate VeoRide’s policies or be illegal; and perform statistical, demographic, and marketing analyses of users of the Services.

VEORIDE’S LEGAL BASIS FOR USING YOUR PERSONAL INFORMATION. There are a number of bases in data protection law that permit VeoRide to use Your Personal Information for the purposes described in this Privacy Policy, including that: You have provided Your consent to use Your Personal Information for that purpose, including, for example, where You have given Your

consent to send You electronic marketing; VeoRide needs to use Your Personal Information in order to fulfill its terms of service in order to provide the Services to You; VeoRide needs to comply with a legal obligation, including, for example, responding to government or law enforcement information requests; and/or the processing is necessary for the purposes of VeoRide's legitimate interests, provided such use is balanced against Your rights and interests.

VeoRide's legitimate interests to use Your Personal Information include: to ensure effective administration and management of Your relationship with VeoRide, including any Vehicle rentals; to understand how VeoRide's customers use the Services and to manage its Vehicle fleet; to carry out research and analysis on what services or products VeoRide's customers want or otherwise to improve the Services; to understand how VeoRide's customers use the Services, and identify any issues in how the Services are used and how it can improve the customers usage experience; to tell customers about the various Services VeoRide offers; to understand and respond to customer feedback; to better tailor and personalize the Services; to prevent, detect, or investigate unauthorized use of the Services or Vehicles, and ensure compliance with VeoRide's policies; to manage any disputes and accidents and take legal or other professional advice.

WHO VEORIDE PROVIDES YOUR PERSONAL INFORMATION TO. Except as disclosed in this Privacy Policy, VeoRide does not disclose Your Personal Information collected online to any company not an affiliate, subsidiary or related entity to VeoRide. In no event will VeoRide sell or rent Your Personal Information as part of a customer list or similar transaction. VeoRide may use and share Your Personal Information with affiliated and non-affiliated organizations as follows:

With credit card issuers and financial institutions in order to obtain payment from You, such that they may process payments and refunds, verify the absence of fraud, or assist in debt collection, in the course of the performance of a contract or on the basis of other legitimate interests.

With IT services providers (including IT platform provides and website analytic service providers) in order to provide the Services to You and to analyze Your use of the Services, such that they may support VeoRide's IT systems, provide hosting, processing and analyzing services with respect to information and data collected, and provide maintenance of such systems, in the course of the performance of a contract or on the basis of other legitimate interests.

With out agents and other service providers, in order for the same to perform function on VeoRide's behalf, such as hosting, billing, notification, storage, content management, analytics, customer service, fraud protection, etc., in the course of the performance of a contract, on the basis of other legitimate interests, by legal obligation, or through your consent.

With government, regulatory, or law enforcement agencies, in order to verify Your identity and licensing, as requested by those agencies where disclosure is required or permitted by law, to take action with respect to illegal conduct or conduct in violation of VeoRide's policies or to address an emergency situation (including instances where VeoRide reasonably determines such to exist or be likely to exist), no the basis of legitimate interests or legal obligations.

VeoRide may also transfer or assign Your Personal Information to third parties as a result of, or in connection with, a sale, merger, consolidation, change in control, transfer of assets,

bankruptcy, reorganization, or liquidation. If VeoRide is involved in defending a legal claim, it may disclose information about You that is relevant to the claim to third parties as a result of, or in connection with, the associated legal proceedings.

VeoRide may also use or disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to applicable law or comply with legal process served on VeoRide, (b) protect and defend its rights or property, the Services, or other customers, and (c) act under emergency circumstances to protect the personal safety of VeoRide's employees, affiliates, agents, or customers. This includes exchanging information with other companies and organizations for fraud protection.

HOW VEORIDE USES YOUR NON-PERSONAL INFORMATION. VeoRide may use Non-Personal Information collected from You through the Services to optimize or improve the Services, to perform statistical, demographic, and marketing analyses of users of the Services, and for such other purposes as it may deem necessary or beneficial to it from time to time.

HOW LONG VEORIDE STORES YOUR PERSONAL INFORMATION. VeoRide keeps Your Personal Information only so long as it determines is necessary to provide You the Services, enforce terms of any agreement between VeoRide and You or any other party (including following any termination thereof for audit or archival purposes), or as required by law. Factors that may influence the duration include the duration of Your Account, Your frequency of use of the Services, third party contractual obligation to retain any information, and any ongoing or potential legal claims in connection with Your use of the Services.

SECURITY MEASURES TAKEN BY VEORIDE TO PROTECT YOUR INFORMATION. VeoRide uses reasonable organizational, technical, and administrative measures to protect Your Limited Personal Information from unauthorized access or disclosure, accidental loss, or destruction. However, no method of transmission over the Internet and no method of electronic storage is one hundred percent secure. VeoRide strives to use commercially acceptable means to protect Your personal information, but cannot guarantee its absolute security. Communications You may have with VeoRide via the Services or email may not be secure unless VeoRide advises You that security measures are in place prior to Your sending information. Therefore, if You choose to communicate with VeoRide through these means, You are assuming the risk of doing so and VeoRide requests that You do not send or post sensitive information through these means.

AGE REQUIREMENT. The Services are not directed at minors. You must be at least 18 years of age to use, access, or register for the Services or to submit personally identifying information to VeoRide via any of its Services. By using the Services, You are representing that You are at least 18 years old. If You are under the age of 18, then You must obtain permission from a parent or legal guardian before submitting information to VeoRide via the Services, in accordance with the Terms of Service. Additionally, if VeoRide obtains actual knowledge that You are under the age of 13, VeoRide will take reasonable steps to remove Your Personal Information and Passive Information (both defined below) from VeoRide's databases.

YOUR OPT-OUT AND INFORMATION ACCESS RIGHTS. If at any time You do not wish to receive the communications stated herein from VeoRide, You may "opt-out" by writing to VeoRide Inc., 400 Racine Ave. Ste. 109, Chicago, IL 60642 or by emailing hello@veoride.com. It may take up

to 15 days for the change to be fully effective.

CALIFORNIA RESIDENTS. California residents have the right to receive: a) information identifying any third-party company to whom VeoRide may have disclosed personal information pertaining to You and Your family for the company's direct marketing purposes, within the past calendar year; and b) a description of the categories of personal information disclosed. To obtain such information You must make a request in writing. Your request must include Your name and email address, the URL for the website You visited, and a return address, or it will not be processed. VeoRide will not honor such requests more than once per calendar year. Please mail Your request to VeoRide, 1281 Win Hentschel Blvd, West Lafayette, IN 47906.

CHANGE IN VEORIDE'S BUSINESS OWNERSHIP OR STRUCTURE. If VeoRide is subject to a change in control, including by way of an equity transfer or acquisition or a sale of all or substantially all of its assets, or VeoRide undertakes a corporate reorganization (including a merger or consolidation) or any other action or transfer between entities, You expressly consent to VeoRide transferring Your information to the new owner or successor entity so that the successor in interest or acquirer can continue providing Services.

PRIVACY POLICY CHANGES. This Privacy Policy may be updated from time to time. Please review it periodically as Your use of the Services constitutes Your agreement to this Privacy Policy as amended. Changes to the Privacy Policy will become effective when posted online.

For questions or suggestions regarding this Privacy Policy, please contact VeoRide at hello@veoride.com.

L. IMAGES AND DESCRIPTION OF POWERED E-SCOOTER



We are actively developing new generations of scooters. Our current generation (demo version) is VS3. The picture showing above is VS3.5, which will equip with latest technology in suspension, lighting system, brake, etc. This version will be production ready early September. More details can be viewed below.



Front suspension/Drum brake



Taillight/Turning light signal



Rear suspension

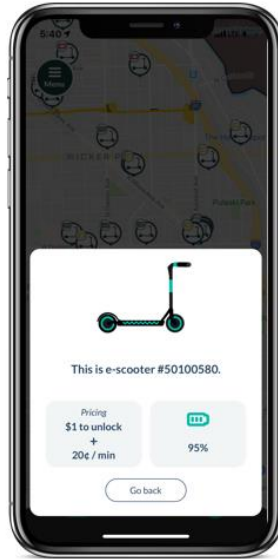


M. IMAGES AND DESCRIPTION OF MOBILE APPLICATION

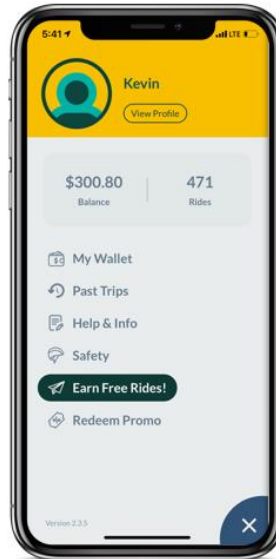
In this section, find images from the User app that were not previously described in other areas of the proposal.



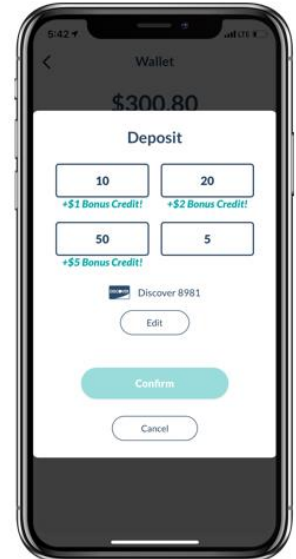
Map Interface



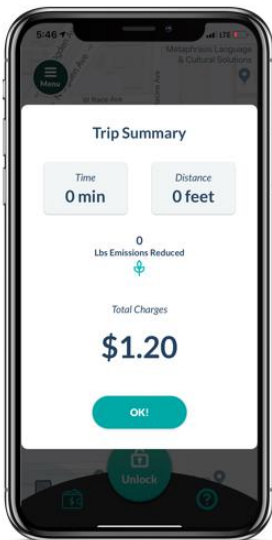
Pricing Info



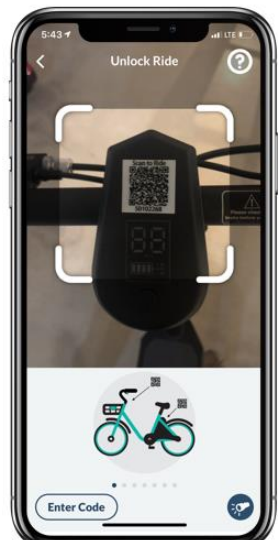
Menu



Deposit



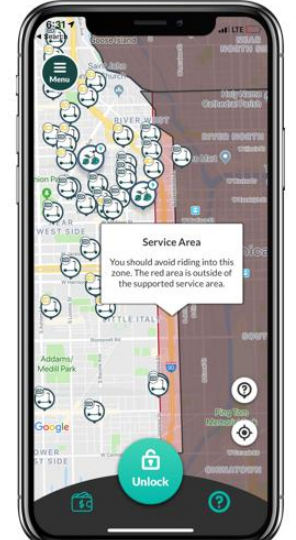
Trip Summary



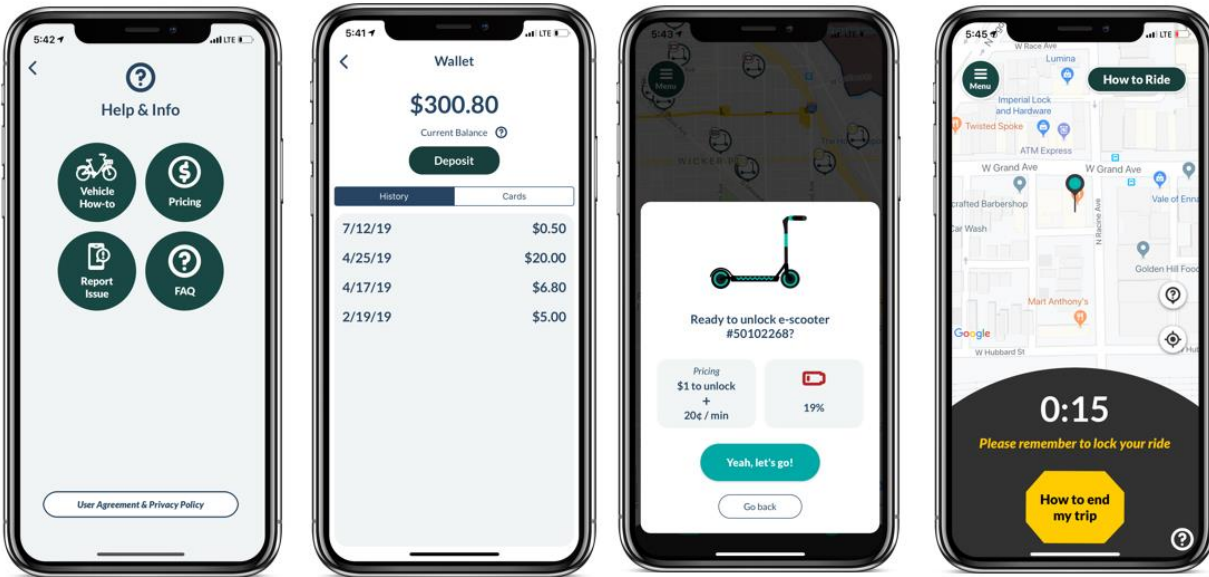
Scanning Page



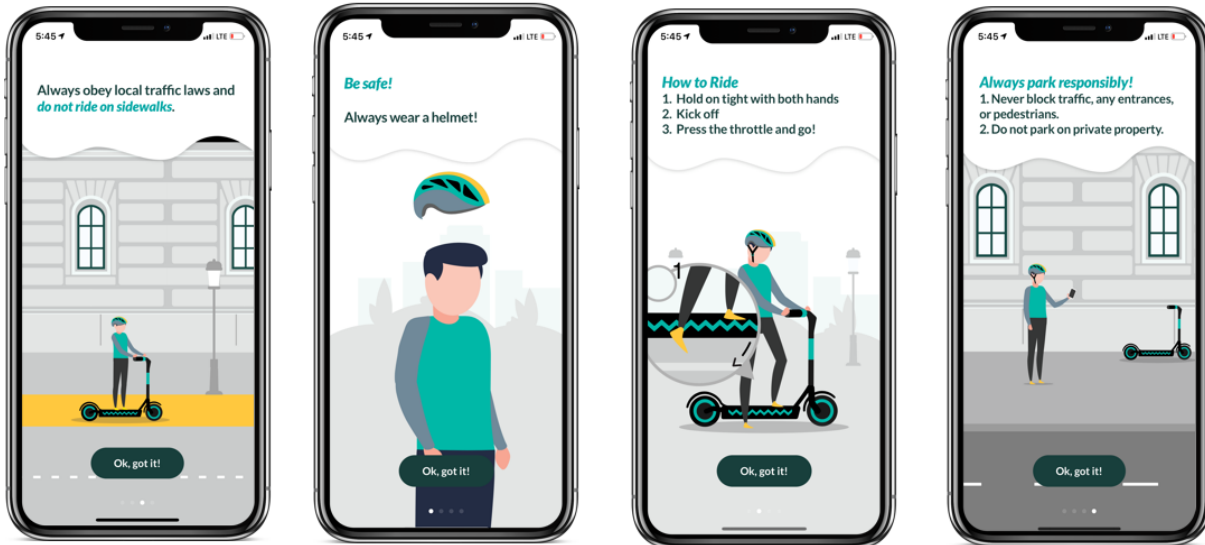
No-Ride Zone Info



Service Area Info



Help Center Payment History Pricing & Battery Riding



Safety and Educational Tutorial

N. PROOF OF INSURANCE

If selected, VeoRide will provide endorsement of additional insured, per requirements set forth in Appendix B. VeoRide will also increase Commercial Automobile Liability Insurance limit to not less than \$2,000,000 each accident and fulfill requirements listed in Appendix B – A3, and obtain Professional Liability insurance and Cyber and Privacy Insurance with limit and coverage requested in Appendix B – A4 & 5 prior to permit issuance. Please see VeoRide Certificate of Insurance below:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FounderShield, LLC 119 W 24th Street, 3rd Floor New York, New York, 10011	CONTACT NAME: PHONE (A/C No. Ext): 646-854-1058 FAX (A/C No): E-MAIL ADDRESS: col@foundershield.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : EVANSTON INSURANCE CO 35378 INSURER B : BERKSHIRE HATHAWAY ASSUR CORP 13070 INSURER C : EVANSTON INSURANCE CO 35378 INSURER D : EMPLOYERS PREFERRED INSURANCE COMPANY 10346 INSURER E : INSURER F :
INSURED VeoRide Inc 400 N Racine Ave., Ste. 109 Chicago, Illinois, 60642	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input type="checkbox"/>	<input type="checkbox"/>	MKLV5PBC000464	04/01/2019	04/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 S
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>	VEAU950918	12/18/2018	12/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 75000.00
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/>	<input type="checkbox"/>	MKLV5EUL101604	04/01/2019	04/01/2020	Each occurrence \$1,000,000.00 Aggregate \$1,000,000.00
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>	EIG2747170-00	12/19/2018	12/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDEN \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00
C	Excess			B0595XN5953019	06/05/2019	06/05/2020	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence Only.

CERTIFICATE HOLDER

CANCELLATION

Evidence Only.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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APPENDIX I. TEST RESULTS FOR CALIFORNIA VEHICLE CODE §21223

Test Report

No.: MEKC93719349410-120-21

Date: July 18th, 2019

Veoride Inc.
11 E Adams Street, #902, Chicago IL, 60604

Sample Description: VS1
 Buyer: VEORIDE INC.
 Country of Origin: CHINA
 Country of Destination: UNITED STATE
 Sample Receiving Date: JUNE 26th, 2019
 Test Performing Date: JULY 7th, 2019 to JULY 18th, 2019
 Sample Description: ELECTRIC SCOOTER
 Number of Tested Sample: 1 SET
 Test conducted: CALIFORNIA VEHICLE CODE §21223 VEHICLE VISIBILITY

Test Item	Test Result
A lamp emitting a white light which, while the motorized scooter is in motion, illuminates the highway in front of the operator and is visible from a distance of 300 feet in front and from the sides of the motorized scooter	Pass
A red reflector on the rear that is visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle.	Pass
A white or yellow reflector on each side visible from the front and rear of the motorized scooter from a distance of 200 feet.	Pass
A lamp or lamp combination, emitting a white light, attached to the operator and visible from a distance of 300 feet in front and from the sides of the motorized scooter	Pass
A red reflector attached to the operator and visible from a distance of 500 feet to the rear when directly in front of lawful upper beams of headlamps on a motor vehicle	Pass

Signed for and on behalf of
 MD-GLAB
 Xidesheng Bicycle Co.Ltd

Kevin Wu

Kevin Wu



APPENDIX II: UL2271 AND UL2272

CERTIFICATE OF COMPLIANCE

Certificate Number 20190604-MH61433
Report Reference MH61433-20190604
Issue Date 2019-JUNE-04

Issued to: DONGGUAN GREENWAY BATTERY CO LTD
 Xinyuan Rd Tongsha indus Zone Dongcheng Dist
 Dongguan, Guangdong 523000 CHINA

**This is to certify that
 representative samples of**

**COMPONENT - BATTERIES FOR USE IN LIGHT
 ELECTRIC VEHICLES**

Batteries for Use in Self-balancing Scooters, Model
 VEO7073

Have been investigated by UL in accordance with the
 Standard(s) indicated on this Certificate.

Standard(s) for Safety: ANSI/UL 2271, Batteries for Use In Light Electric Vehicle
 (LEV) Applications

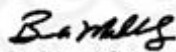
Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Certification Mark should be considered as being covered by UL's
 Certification and Follow-Up Service.

The UL Recognized Component Mark generally consists of the manufacturer's identification and catalog
 number, model number or other product designation as specified under "Marking" for the particular
 Recognition as published in the appropriate UL Directory. As a supplementary means of identifying products
 that have been produced under UL's Component Recognition Program, UL's Recognized Component Mark:
RM, may be used in conjunction with the required Recognized Marks. The Recognized Component Mark is
 required when specified in the UL Directory preceding the recognitions or under "Markings" for the individual
 recognitions.

Recognized components are incomplete in certain constructional features or restricted in performance
 capabilities and are intended for use as components of complete equipment submitted for investigation rather
 than for direct separate installation in the field. The final acceptance of the component is dependent upon its
 installation and use in complete equipment submitted to UL LLC.

Look for the UL Certification Mark on the product.



Bruce Mahrenholz, Director North American Certification Program
 UL LLC



Any information and documentation involving UL Mark services are provided on behalf of UL LLC (UL) or any authorized licensee of UL. For questions, please
 contact a local UL Customer Service Representative at <http://www.ul.com/aboutus/localoffice>

We are working actively with SGS Guangzhou to certify our latest generation scooter with UL2272 standard. The UL 2272 certificate can be approved and received prior to October 15th, 2019. Please see below (in Chinese) for the testing receipt from SGS UL certification lab (The receipt indicates that SGS lab received sample scooter sent by XDS, who is VeoRide manufacturer in Asia, on April 24th, 2019 and they are working on testing for sample scooter):

检测回执

姿证明我司（通标标准技术服务有限公司广州分公司）已于 2019 年 4 月 24 日收到深圳市喜德盛自行车股份有限公司申请检测 UL2272 的样车。检测申请表，标价单已经双方确认，目前样车正在整改电芯，适配器。待整改完毕后重新提供样车检测。

签名：Brady Liang

日期：2019 年 8 月 21 日

