



PRIME RIDE AFFILIATE AGREEMENT

A LIMOUSINE NETWORK OF CHOICE

AGREEMENT

This Agreement is made on _____ by and between Prime Ride, Inc. a Virginia Corporation, having its offices and principal place of business at 7202 Arlington Boulevard, Arlington, VA 22042 (hereinafter called the "NETWORK" which term shall include its successors and assigns) of the first part and _____, having its offices and principal place of business at _____

_____ (hereinafter called the "AFFILIATE" which term shall include its successors and assigns) of the second part. The said AFFILIATE is also going to be known as:

Referring AFFILIATE

Servicing AFFILIATE for TERRITORY: _____ (airport)

Enterprise User World Wide User Private Network AFFILIATE

ARTICLE I. WITNESSETH

WHEREAS, the NETWORK is the owner of an international reservation system and international limousine service which will administer reservations to all Affiliates through its reservation system;

WHEREAS, the AFFILIATE being fully familiar with the provisions of this Agreement desires to become a member of the NETWORK and avail itself of the use of the NETWORK in accordance with the terms and conditions hereof; and

NOW, THEREFORE, the parties, in consideration of the covenants and conditions provided for herein, do hereby agree as follow

ARTICLE II. DEFINITIONS

TERRITORY: For purposes of this Agreement, the term "TERRITORY" shall mean airport serviced to and from by the AFFILIATE.

Client: For the purposes of this Agreement, the term "client" shall mean the individual user of the livery services of an AFFILIATE.

AFFILIATE: for the purposes of this Agreement, the terms "AFFILIATE" shall mean any entity that enters into an agreement with the NETWORK to provide livery services to a client of the AFFILIATE.

Referring AFFILIATE: For the purpose of this Agreement, the term "Referring AFFILIATE" shall mean the particular AFFILIATE who refers a client to the network.

Initials: _____

Servicing AFFILIATE: For the purpose of this Agreement, the term “Servicing AFFILIATE” shall mean the particular AFFILIATE who actually renders the livery service to a client.

Enterprise User: For the purpose of this Agreement, the term “Enterprise User” shall mean the particular AFFILIATE who uses the NETWORK software to make reservations to be serviced by itself only, without involving any other AFFILIATE of the NETWORK, or the NETWORK.

World Wide User: For the purpose of this Agreement, the term “World Wide User” shall mean the particular AFFILIATE who uses, and allows its Client Companies to use, the NETWORK software to make reservations and track them.

Network AFFILIATE: For the purpose of this Agreement, the term “Network Affiliate” shall mean the particular AFFILIATE who uses the NETWORK software to make reservations to be serviced by a private network other than the NETWORK, without involving any other AFFILIATE of the NETWORK, or the NETWORK.

Billing Date: For the purposes of this Agreement, the term “billing date” will be set and publicized by the NETWORK.

ARTICLE III. OBLIGATIONS OF THE NETWORK

- i. The NETWORK agrees to maintain a central reservation system in order to process each trip/job referred through the NETWORK.
- ii. The NETWORK agrees to conduct marketing and participate in national/international trade shows for the benefit of both the AFFILIATE and the NETWORK.
- iii. The NETWORK agrees to provide the AFFILIATE with a NETWORK service mark.
- iv. The NETWORK expressly agrees that at no time hereafter will it divulge, furnish, disclose, or make available to any person, firm or organization, or corporation, any knowledge or information with respect to trade secrets, trade lists, customer lists, plans, business methods, practices, processes, potential clients of the AFFILIATE or any other confidential information of or pertaining to the business of the AFFILIATE.
- v. The NETWORK grants to the AFFILIATE a non-exclusive right and license to use the NETWORK’s brand name and authorized logo in its ads and displays.
- vi. The NETWORK may modify any of the terms and conditions in this Agreement, at any time in the NETWORK’s sole discretion. The AFFILIATE will be notified by mail. Modifications may include, but are not limited to, changes in the scope of commission fees, payment procedures, Terms of Use, and Standard Operating Procedures. In case of a transfer of ownership of the NETWORK, NETWORK hereby represents and warrants that the new owner shall assume the role of the NETWORK, without changing the obligations of the AFFILIATE towards the NETWORK, and this contract shall survive such transfer.

Initials: _____

ARTICLE IV. OBLIGATIONS OF AFFILIATE

- i. The AFFILIATE shall not disclose the plans, software, workings and design of software, customer lists, modes of conduct, and other proprietary information of the NETWORK to any third party.
- ii. The AFFILIATE expressly consents to have the NETWORK be the final authority in deciding all disputes with another AFFILIATE.
- iii. The AFFILIATE expressly agrees that at no time hereafter will it divulge, furnish, disclose, or make available to any person, firm or organization, or corporation, or use for itself for its own benefit or for the benefit of others, any knowledge or information with respect to trade secrets, trade lists, customer lists, plans, business methods, practices, processes, potential clients of the NETWORK or any other confidential information of or pertaining to the business of the NETWORK.
- iv. The AFFILIATE shall be solely responsible for compliance with all federal, state, city, and local taxes, fines, penalties and assessments arising out of the operation of his business including but not limited to the payment of sales and excise taxes. The AFFILIATE shall also be solely responsible for obtaining all federal, state, city and local licenses, as may be required for such operation.
- v. The AFFILIATE agrees to fully adhere to all rules, regulations and laws regulating private cars for hire in its state and/or country.
- vi. The AFFILIATE is and shall be an independent contractor. The NETWORK and the AFFILIATE are completely separate entities. The AFFILIATE or its employee, agent and/or servant shall not be deemed to be an employee, agent, or servant of the NETWORK. Nothing herein contained in the Agreement shall be construed so as to create a partnership or joint venture; and neither party hereto shall be liable for the debts or obligations of the other. The AFFILIATE shall not hold themselves out as employees, agents, or servants, of the NETWORK.
- vii. The AFFILIATE understands that the list of other Network AFFILIATEs is a trade secret of the NETWORK and the AFFILIATE shall not seek contact information, nor seek to contact any of the other AFFILIATEs of the NETWORK.
- viii. The NETWORK shall make available TERMS OF USE of the website, on the website, which may change from time to time without notification. The AFFILIATE agrees to abide by these terms.
- ix. The AFFILIATE acknowledges and agrees that all the contents of the website, including, but not limited to, software, scripts, applets, Standard Operating Procedures, Terms Of Use, are owned by the NETWORK or its AFFILIATEs. All rights are reserved. The AFFILIATE may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, or services obtained from this website.
- x. The AFFILIATE acknowledges that the advertised rates may change without notice.

Initials: _____

- xi. Drinking alcoholic beverages or smoking is not allowed in any vehicles servicing a NETWORK call.
- xii. The AFFILIATE agrees to adhere to the Code of Ethics laid out by the National Limousine Association (NLA).

ARTICLE V. REFERRING AFFILIATE

- i. The NETWORK agrees to pay to a Referring AFFILIATE twelve percent (12%) commission of the base charge (excluding tolls, parking, taxes, miscellaneous charges, gratuity, etc.) as referral commission on each trip/job referred to the NETWORK by such Referring AFFILIATE. Payment by the NETWORK of said commission shall be made after the collection of such fees from the Servicing AFFILIATE. A referred trip/job includes any and all usage by the client at any given point in time or anytime thereafter during the trip.
- ii. The Referring AFFILIATE agrees to process all of its client's billing for services rendered by the NETWORK directly with the client at the time those services are rendered. If foreign currency is used, then the exchange rate for U.S. Dollars at the time and day that services are rendered will apply.
- iii. The Referring AFFILIATE agrees to pay the NETWORK for all service calls made by any of the accounts under its control on or before the due date. If the Referring AFFILIATE creates an account, or has one created on its behalf, or delegates an account to one of its employees, or one of its clients, or to anyone else, the account would be considered to be under the control of the AFFILIATE and the AFFILIATE would be financially and otherwise responsible for all activities initiated from these accounts.
- iv. Rides may only be requested five (5) hours or more in advance. Any requests received in less than this allotted time may be serviced at the discretion of the Servicing AFFILIATE.
- v. Service Requests may be cancelled or updated for no charge if they are so changed with more than three hours from the client pickup time. Any changes made after this time limit may result into a full charge, at the discretion of the Servicing AFFILIATE.

ARTICLE VI. SERVICING AFFILIATE

- i. The Servicing AFFILIATE is in the limousine livery business and lawfully operates under all rules, regulations and laws regulating private cars for hire in the locality in which it is doing business.
- ii. The NETWORK agrees to forward service requests for the TERRITORY of the Servicing AFFILIATE to the Servicing AFFILIATE non-exclusively. The NETWORK reserves the right to alter the request routing on select requests due to certain reasons, including but not limited to, improper service of the Servicing Affiliate, mistakes in routing, etc.
- iii. The NETWORK agrees to pay the Servicing AFFILIATE eighty percent (80%) of the Servicing AFFILIATE's published base rate (excluding any gratuity, tax, tolls, parking

Initials: _____

charges, or miscellaneous charges), along with twenty percent (20%) of base rate as gratuity, any applicable taxes, tolls, parking charges and miscellaneous charges.

- iv. The Servicing AFFILIATE agrees to provide and maintain at its own cost and expense:
 - a. An incoming toll-free line
 - b. A fax machine
 - c. An email account, checked at least once a day, everyday
 - d. Contact telephone numbers
 - e. A dedicated modern PC
 - f. A dedicated internet connection enabling the NETWORK to communicate with the AFFILIATE twenty four (24) hours of a day, every day of the year.
 - g. A twenty-four (24) hour manned dispatch, viewing the Prime Ride dispatch screen, receiving faxes, and answering the toll-free line.
- v. The Servicing AFFILIATE agrees to service all calls given by the NETWORK with a notice of five (5) hours or more.
- vi. In the event a service call is made less than five (5) hours in advance of the pickup time, the Servicing AFFILIATE has the option to not service the call. If the Servicing Affiliate wishes to accept the service call, it must do so within twenty (20) minutes of the reservation time.
- vii. All chauffeurs servicing NETWORK requests must have at least three (3) years of chauffeured driving experience and at least one (1) year experience working with the Servicing AFFILIATE and in the service area.
- viii. The Servicing AFFILIATE will require all of its chauffeurs to wear formal attire on all NETWORK service requests. Formal attire shall include black pants, tie, dress shirt and dress coat.
- ix. The Servicing AFFILIATE has performed detailed background checks on all chauffeurs servicing NETWORK customers and will provide relevant documentation to NETWORK.
- x. The Servicing AFFILIATE will provide chauffeurs who speak the local languages clearly and articulately, as well as some English. However, in the United States and other predominantly English speaking countries, the chauffeurs must speak English language clearly and articulately.
- xi. The Servicing AFFILIATE will provide immediate communications access to all vehicles providing services to NETWORK customers including mobile phones.
- xii. The Servicing AFFILIATE must have been in business for a minimum of five (5) years.
- xiii. The Servicing AFFILIATE will arrive at pickup locations at a minimum of fifteen minutes early, unless otherwise specified by NETWORK account managers.
- xiv. The Servicing AFFILIATE will perform random drug testing on all chauffeurs performing services for NETWORK customers and will provide all relevant documentation to NETWORK.

Initials: _____

- xv. The Servicing AFFILIATE will not collect payments from NETWORK clients. A breach of this paragraph will be considered fraud, and will be punishable by the full extent of the law.
- xvi. The Servicing AFFILIATE will provide to NETWORK a detailed accounting of extra charges within forty-eight (48) hours of completion of a NETWORK service request. Servicing AFFILIATE understands that if these charges are not provided to NETWORK within the forty-eight (48) hour timeframe that it will not receive payment for the extra charges.
- xvii. The Servicing AFFILIATE will be responsible for all expenses incurred by NETWORK on any alternative transportation for NETWORK clients, which resulted from a service failure by Servicing AFFILIATE.
- xviii. The Servicing AFFILIATE will not directly, or indirectly, induce, attempt to induce or allow any NETWORK customer to bypass the NETWORK reservation system and instead book directly with the Servicing AFFILIATE.
- xix. The Servicing AFFILIATE shall pay seven hundred US dollars (USD 700) per Servicing Airport per year to the NETWORK.
- xx. The Servicing AFFILIATE agrees not to receive any payment from the NETWORK clients. Instead, the Servicing AFFILIATE gets a NETWORK Private Label voucher signed, for each service provided, by the client and, if asked to by the NETWORK, agrees to present to the NETWORK all vouchers received from clients.
- xxi. The Servicing AFFILIATE agrees to provide service to the client using a vehicle not older than 5 years, in an excellent interior, exterior, and otherwise condition, at the time of the service.
- xxii. The Servicing AFFILIATE shall comply with the NETWORK's Standard Operating Procedures set for Servicing AFFILIATES.
- xxiii. If the client coming through the NETWORK requests additional service, the Servicing AFFILIATE will extend the call from the original one and have the client pay through the Referring AFFILIATE. The Servicing AFFILIATE shall not collect any form of payment from the client.
- xxiv. The Servicing AFFILIATE shall not collect any information about the NETWORK or any of its AFFILIATES from the client.
- xxv. The Servicing AFFILIATE shall grant a twenty (20) minute grace period after domestic flight arrival time, a forty (40) minute grace period after reported international flight arrival times. For all other pickups the Servicing AFFILIATE shall grant a ten (10) minute grace period. For any wait time after the grace period, the hourly rate will apply at fifteen (15) minute increments, to the maximum amount of a "No Show" charge.
- xxvi. It is the Servicing AFFILIATE's responsibility to arrive for the client on time. If the client is arriving at the airport, it is the Servicing AFFILIATE's responsibility to call the airline and confirm the arrival time. The grace periods would start from the reported actual flight arrival time.

Initials: _____

ARTICLE VII. ENTERPRISE USER

- i. The NETWORK shall make available its system on the internet so that the Enterprise User AFFILIATE would be able to make its local reservations and service them accordingly, without incurring any charge from the NETWORK.
- ii. The Enterprise AFFILIATE agrees to pay USD 100 every month, in addition to any other charges payable to the NETWORK.

ARTICLE VIII. WORLD WIDE USER

- i. The NETWORK shall make available its system on the internet so that a Client of World Wide User AFFILIATE would be able to use the NETWORK system to make and track its reservations online.
- ii. The World Wide User AFFILIATE agrees to pay USD 100 every month, in addition to any other charges payable to the NETWORK.

ARTICLE IX. BILLING

- i. The NETWORK shall generate statements at Billing dates and make them available on the internet for the AFFILIATE. The AFFILIATE may choose one of the following options to make payments to the NETWORK. Please check and initial one:

Direct Debit or Credit: The AFFILIATE may examine these statements and shall have a three (3) day grace period after statement generation to make any claims or to put any charges in dispute. The AFFILIATE agrees to pay the full amount at the end of this grace period. The AFFILIATE grants permission to the NETWORK to directly debit or credit any amount to or from the AFFILIATE's bank account, in strict accordance with the amount reflected by the NETWORK statement. If the NETWORK owes any money, the AFFILIATE grants permission to the NETWORK to directly debit the bank account of the AFFILIATE six (6) days after statement generation. The AFFILIATE agrees to provide the NETWORK with a valid and current bank account number, the bank routing number and a range of valid check numbers for the NETWORK to conduct these transactions.

Electronic Check: The AFFILIATE may examine these statements and shall have a two (2) day grace period after statement generation to make any claims or to put any charges in dispute. The AFFILIATE agrees to pay the full amount at the end of this grace period. The AFFILIATE agrees to assign a check number and amount authorized to be charged by the NETWORK using the NETWORK website. The AFFILIATE grants permission to the NETWORK to withdraw the specified amount only from the AFFILIATE's bank account. If the NETWORK owes any money, the AFFILIATE grants permission to the NETWORK to directly debit the bank account of the AFFILIATE six (6) days after statement generation. The AFFILIATE agrees to provide the NETWORK with a valid and current bank account number and the bank routing number for the NETWORK to conduct these transactions.

Initials: _____

☐ Fax Check: The AFFILIATE may examine these statements and shall have a two (2) day grace period after statement generation to make any claims or to put any charges in dispute. The AFFILIATE agrees to pay the full amount at the end of this grace period. The AFFILIATE would write a paper check and fax a copy, as well as mail it to the NETWORK. The AFFILIATE authorizes the NETWORK to then electronically debit the bank account of the AFFILIATE. A USD five (5) processing charge would appear on the next statement of the AFFILIATE. If the NETWORK owes money, the NETWORK would mail a check to the AFFILIATE six (6) days after statement generation.

- ii. All transactions with the NETWORK shall be in U.S. Dollars.
- iii. The AFFILIATE shall provide the NETWORK with a valid and current credit card and explicitly grants the NETWORK the right to charge the credit card, in case the transaction to the bank account fails.
- iv. A failed bank transaction would result in suspension of privileges at the NETWORK internet facility and a USD fifty (50) charge to be paid by the AFFILIATE.

ARTICLE X. SYSTEM

- i. During the term of this Agreement, the NETWORK grants to AFFILIATE a non-exclusive, non-transferable right to (1) access the NETWORK's site through HTML links solely in accordance with the terms of this Agreement and (2) solely in connection with such links, to use the NETWORK's logos, trade names, trademarks, guides, manuals, and similar material (collectively, the "Licensed Materials") that the NETWORK provides to the AFFILIATE for such purpose. The AFFILIATE may not alter, modify or change the Licensed Materials in any way. The AFFILIATE is only entitled to use the Licensed Materials to the extent that the AFFILIATE is a member in good standing of the NETWORK's AFFILIATE Program. During the term of this Agreement, the AFFILIATE grants to the NETWORK a non-exclusive, non-transferable right to utilize the AFFILIATE's names, titles, and logos in the advertising, marketing, promoting, and publicizing in any manner of the NETWORK's rights under this Agreement. However, the NETWORK is under no obligation to so advertise, market, promote, or publicize. Each party agrees not to use the other's proprietary materials in any manner that is disparaging or that otherwise portrays the party in a negative light or in a manner not approved of by the other. Each party reserves all of its respective rights in the proprietary materials covered by this license. Other than the license granted in this Agreement, each party retains all right, title, and interest to its respective rights and no right, title, or interest is transferred to the other.
- ii. The information, software, and services published on this website may include inaccuracies or typographical errors. The NETWORK and/or its respective suppliers may make improvements and/or changes in this website at any time. All information, software, and services on this website are provided "AS IS" without any warranty of any kind. The NETWORK and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. In no event shall the NETWORK and/or its suppliers be liable for any direct, indirect, punitive, incidental, cover, special, or consequential damages arising out of or in any way connected with the use of this website or with the delay or inability to use this website, or for any information, software, or services obtained through this website, or otherwise

Initials: _____

arising out of the use of this website, whether based on contract, tort, strict liability, or otherwise, even if the NETWORK or any of its suppliers has been advised of the possibility of damages.

- iii. The NETWORK shall maintain a server on the internet to make and to keep track of all reservations. The software system provided on this server is provided on "AS IS" basis. The AFFILIATE agrees that there are no guarantees associated with the software. The AFFILIATE agrees that there is no liability on the NETWORK in case the AFFILIATE is a Referring AFFILIATE. In case the AFFILIATE is a Servicing AFFILIATE, the liability is limited to the unused portion of the yearly fee.
- iv. The AFFILIATE understands that the server may not be available at all times for reasons including, but not limited to, scheduled events such as updates and backup, and unscheduled events such as hardware failure, software failure, internet connection failure, or any other form of system interruption or failure. The AFFILIATE holds the NETWORK harmless from any consequential damages occurring due to any system down time.
- v. The AFFILIATE agrees to comply with and abide by any security measures or systems implemented from time to time by the NETWORK in connection with this web site, including but not limited to passwords or encryption mechanisms (such as digital certificates). As a condition of use of the NETWORK Web site, the NETWORK also warrant to the AFFILIATE that the AFFILIATE will not use the NETWORK web site for any purpose that is unlawful or prohibited by the terms, conditions, and notices set by the NETWORK.
- vi. This Web site may contain hyperlinks to Web sites operated by parties other than the NETWORK. Such hyperlinks are provided for your reference only. The NETWORK does not control such Web sites and is not responsible for their contents. The NETWORK's inclusion of hyperlinks to such Web sites does not imply any endorsement of the material on such Web sites or any association with their operators.
- vii. The AFFILIATE agrees that the AFFILIATE will not use the NETWORK website in any unethical manner such as subjecting it to "Denial Of Service" attacks, trying to break into the system, run a program or a "robot" targeting the website, any unauthorized access to the website or the computer, or try to hamper the capabilities of the website or the computer in any manner.
- viii. The AFFILIATE agrees to keep all passwords secret. The NETWORK shall never ask the AFFILIATE for any of its passwords. The AFFILIATE agrees to be held responsible for all transactions made by any account under the AFFILIATE's control. The NETWORK shall not be held responsible, due to a compromised password.
- ix. The AFFILIATE agrees to back up its reservation, accounting, etc. data on its machine before downloading any data from the NETWORK website and incorporating the downloaded data into any software. It is the AFFILIATE's responsibility to make sure that the downloaded data is correct before the AFFILIATE incorporates any such downloaded data into its reservation, accounting, etc. data.
- x. The NETWORK shall not be liable for consequential damages of any kind, whether as a result of a loss by the AFFILIATE of present or prospective profits, anticipated sales,

Initials: _____

expenditures, investments, commitments made in connection with this Agreement, data corruption, or on account of any other reason or cause whatsoever.

- xi. The AFFILIATE agrees to not to show the NETWORK website or disclose any of its features or contents to anyone except the full-time employees of the AFFILIATE. The AFFILIATE agrees to have a Non-Disclosure Agreement signed with all of its employees to not show the NETWORK website or disclose any of its features or contents to anyone.
- xii. The AFFILIATE agrees not to reverse-engineer any part of the NETWORK system nor would it assist anyone to do so. Instead, the AFFILIATE would guard the NETWORK system from getting reverse-engineered, either by itself or by any third party, as much as it is under the control of the AFFILIATE.

ARTICLE XI. TERMINATION

- i. This agreement is valid for a calendar year from the date of signing the contract. It may be renewed at the end of the term by written mutual consent.
- ii. The NETWORK may terminate this contract with immediate effect, with or without cause, by giving the AFFILIATE a written notice either via courier service or mail.
- iii. The AFFILIATE may terminate this contract, with or without cause, by giving the NETWORK a written notice thirty (30) days in advance, either via courier service or mail.
- iv. This Agreement automatically terminates if any of the following events occur. It is the AFFILIATE's responsibility to inform the NETWORK of any such occurrence. In the event of any such occurrence, the AFFILIATE agrees to inform the NETWORK of the occurrence, cease using the NETWORK's website, return all material provided by the NETWORK to the NETWORK, and pay immediately any amount the AFFILIATE owes to the NETWORK.
 - 1. Breach of Agreement by the AFFILIATE. Any breach of this contract.
 - 2. Bankruptcy or Cessation of Business. This Agreement shall be terminated automatically and immediately upon the AFFILIATE's cessation of business, election to dissolve, dissolution, insolvency, failure in business, commission of an act of bankruptcy or for relief under the provisions of the bankruptcy laws.
 - 3. AFFILIATE's Failure to Make Payments. This Agreement shall be terminated automatically and immediately upon the inability or failure of AFFILIATE to make any and all payments in United States currency, as required under the Agreement, and/or inability or prospective inability of AFFILIATE to perform its obligations hereunder.
 - 4. Merger, Consolidation, Assignment or Change of Ownership. This Agreement shall be terminated automatically and immediately in the event that the AFFILIATE, without the prior written approval if the NETWORK merges, consolidates, assigns or sells all or substantially all of its assets or if there is a change of more than fifty per (50%) of the stock ownership of the AFFILIATE.

Initials: _____

5. Enactment of Laws Restricting Termination. This Agreement shall be terminated automatically and immediately in the event that a law, decree or regulation is enacted or adopted by any governmental authority which would impair or restrict in any manner whatsoever the right of NETWORK to terminate or elect not to renew this Agreement; provided, however, that such termination shall not take effect until the day prior to the effective date of the aforementioned law, decree or regulation.
6. Conduct of AFFILIATE. This Agreement shall be terminated automatically and immediately in the event that the AFFILIATE does not conduct business in a manner befitting a limousine operator associated with the NETWORK, including but not limited to failing to maintain its vehicle in excellent operating condition and appearance, both interior and exterior and driven by professional, safe, and courteous drivers.
7. Transaction Business Among AFFILIATES. This Agreement shall be terminated automatically and immediately upon the event that the AFFILIATE deals directly with another AFFILIATE of the NETWORK such that the AFFILIATE does not place reservations directly through the NETWORK.
8. Failure to Maintain Communications Equipment. This Agreement shall be terminated automatically and immediately in the event that an AFFILIATE fails to provide and maintain at its own cost and expense:
 - a. An incoming toll-free line
 - b. A fax machine
 - c. An email account, checked at least once a day, everyday
 - d. Contact telephone numbers
 - e. A dedicated modern PC
 - f. A dedicated internet connection enabling the NETWORK to communicate with the AFFILIATE twenty four (24) hours of a day, every day of the year.
 - g. A twenty-four (24) hour manned dispatch, viewing the Prime Ride dispatch screen, receiving faxes, and answering the toll-free line.
9. Failure to Provide Credit Card Information. This Agreement shall be terminated automatically and immediately in the event that the AFFILIATE fails to provide the NETWORK with the account number of a corporate credit card maintained by said AFFILIATE and authorization to the NETWORK to charge the same when applicable.
10. Failure to Submit Billing Information. This Agreement shall be terminated automatically and immediately in the event that the AFFILIATE rendering the livery service does not timely submit online to the NETWORK, as set forth herein, all necessary documentation in order to process payment for work referred through the NETWORK.
11. Disclosure of Confidential Information. This Agreement shall be terminated automatically and immediately in the event that the AFFILIATE and/or the NETWORK divulges, furnishes, discloses, or make available to any person, firm or organization, or corporation, or sue for himself for his own benefit or for the benefit of others, any knowledge or information with respect to trade secrets, trade lists, customers lists, plans, business methods, practices, processes, potential clients

Initials: _____

of the NETWORK or any other confidential information of or pertaining to the business of the NETWORK.

ARTICLE XII. INDEMNIFICATION

- i. Indemnification: The AFFILIATE agrees to indemnify, defend and save harmless the NETWORK and its officers, directors, agents, employees, shareholders, legal representatives, successors and assigns, and each of them, from any and all claims, actions, suits, and proceedings whether groundless or otherwise, from and against any and all liabilities, judgments, losses, damages, costs, charges, attorneys' fees, and other expenses of every nature and character by reason of the AFFILIATE's business and/or actions. The AFFILIATE further agrees that the provisions contained in this Section shall survive the termination or expiration of this Agreement and shall be literally construed in favor of the NETWORK.

ARTICLE XIII. AGREEMENT

- i. This agreement represents the entire agreement between the NETWORK and the AFFILIATE and supersedes all prior agreements and communications we may have had, oral or written.
- ii. This Agreement is to be construed in accordance with the laws of the Commonwealth of Virginia.
- iii. The headings and titles contained in this Agreement are included for convenience only, and will not limit or otherwise affect the terms of this Agreement.
- iv. The AFFILIATE may not transfer, assign, or sublicense all or any portion of this Agreement or the license granted hereunder without the prior written consent of the NETWORK.
- v. Neither this Agreement nor any provision thereof may be modified, waived, discharged or terminated orally, but only by signed writing.
- vi. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, ordinance, regulation, administrative order, judicial decision or public policy, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect.
- vii. Any controversy or claim arising out of or relating to the Agreement shall be settled by arbitration conducted in the City of Richmond, the Commonwealth of Virginia, in accordance with the rules and regulations of the American Arbitration Association (AAA), and judgment upon any award rendered in such arbitration may be entered in any court having jurisdiction thereof.

Initials: _____

