



## TERMS OF SERVICE

1. Client requests WeDriveU, Inc. ("WeDriveU") to provide an Executive Driver to drive Client's automobile as requested by Client, and WeDriveU agrees to provide such Executive Driver to Client ("Services"). If, for any reason, Client wishes to be assigned another Executive Driver, Client will contact WeDriveU before trip. Client agrees to pay WeDriveU charges on the terms and conditions set forth below.
2. Client represents and warrants that it believes its automobile is in good, safe, operating condition and that Client has no knowledge of any condition to the contrary.
3. Client will be charged a minimum of 20 hours per week. The minimum shift is 5 hours. Hours are rounded up to the nearest half hour. There are no split shifts. Billable time commences when Executive Driver reports to Client pick up point and ends when the Executive Driver returns to Client pick up point. To the extent practical, the schedule shall be agreed at the start of each week, but in no event shall service be booked with driver less than 12 hours before the reporting time.
4. Client will be charged \$35.00 per hour. This rate is based on a minimum billing of 1,000 hours per year.
5. Client will be charged cost plus 20% for expenses incurred by the Executive Driver including parking for the Executive Driver's car and tolls, gas, car washes and other expenses incurred while providing Services to Client.
6. Client will be charged an \$11.00 premium per hour on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.
7. Client will be charged a premium of \$11.00 per overtime hour and \$22.00 per double-time hour. Overtime and double-time hours are calculated based on the state law where service is rendered. WeDriveU's workweek is Sunday through Saturday.
8. Each overnight stay is billed an 8-hour minimum. Client is responsible to provide the Executive Driver's room and board.
9. If the assigned Executive Driver is unavailable for scheduled service, Client may request a backup Executive Driver by contacting WeDriveU. If the assigned Executive Driver and backup Executive Driver are unavailable, Client will not be charged the weekly minimum.
10. WeDriveU will invoice Client monthly. Payment is due 15 days after invoice date. WeDriveU shall provide information as reasonably requested by Client to facilitate payments via ACH or other electronic means. There is a 3.5% service charge for credit card transactions. Receipts will be emailed to Client's email address on record.
11. If WeDriveU incurs costs related to the collection of the outstanding balance, Client agrees to be liable for all reasonable costs, in addition to the outstanding balance.
12. This agreement may be terminated by mutual consent of both parties or unilaterally by either party with or without cause upon fourteen (14) days advance written notice to the other party.
13. Client certifies that it carries valid automobile insurance providing minimum liability limits of \$250,000 bodily injury each person / \$500,000 each accident, \$50,000 property damage, collision and comprehensive coverage, that there are no driver restrictions in the policies, and that such policies are in full force and effect throughout the period the Executive Driver provides service.
14. Client will advise WeDriveU immediately of any change in the condition of its vehicle or the scope or validity of its insurance coverage.
15. Client understands that its vehicle insurance is primary, with respect to any insurance WeDriveU may carry, for liability, collision and comprehensive coverage and that WeDriveU's responsibility is limited to the amount of deductible on Client's insurance or \$250 (whichever is less) for physical damage to its vehicle resulting from the negligence of a WeDriveU Executive Driver.
16. WeDriveU represents and warrants that it carries insurance as prescribed by statute or other jurisdiction in which work is to be performed.
17. Client agrees to provide rest periods as follows: (i) for an Executive Driver who works at least three and one-half hours in a day, a ten-minute, off-duty rest period; (ii) for an Executive Driver who works up to six hours in a day, two 10-minute off-duty rest periods; (iii) for an Executive Driver who works over 10 hours, three ten-minute, off-duty rest periods. To the extent reasonably possible, rest periods will be taken near the middle of each 4 hours of work (i.e., 2 hours, 6 hours and 10 hours after the beginning of the shift). If an Executive Driver works more than five hours in a day, Client agrees to provide Executive



Driver in addition a 30-minute, uninterrupted meal period starting no later than the end of the fifth hour of work. If an Executive Driver works more than 10 hours in a day, Client agrees to provide Executive Driver two 30-minute, uninterrupted meal periods starting no later than the end of the 5<sup>th</sup> and 10th hours of work respectively.

- 18. After Client evaluates the performance and potential of a WeDriveU Executive Driver on the job, Client may wish to employ this person directly. Because WeDriveU Executive Drivers represent its inventory of skilled professionals and, in the event, Client wishes them converted to its employ, Client agrees to pay a conversion fee as liquidated damages. The conversion fee is \$15,000. Liability for the conversion fee is triggered when Client hires a WeDriveU Executive Driver regardless of the employment classification, on either a permanent, temporary or "as needed" basis, and regardless of the Executive Driver's employment status at the time of the hire (e.g., no longer with WeDriveU) or Executive Driver's claimed reason for leaving WeDriveU (e.g., quit WeDriveU for reasons unrelated to conversion) if said hire occurs within six months after the last day of the assignment.
- 19. Client fully and forever releases and discharges WeDriveU and its affiliates, their directors, officers, shareholders, employees, consultants, agents, and insurers ("Releasees") from any and all injuries (including death), losses, damages, claims, demands, lawsuits, expenses, and any other liability of any kind, of or to Client, Client's property, or any other person, directly or indirectly arising out of or in connection with the services provided by WeDriveU, even if it is due to the negligence, injudicious act, omission, or other fault of the Releasees or any of them (but not if due to gross negligence, recklessness, or willful misconduct), and even if Client is not aware of the claim. Therefore, Client waives application of Section 1542 of the California Civil Code, which provides "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the agreement, which if known by him or her must have materially affected his or her settlement with the debtor."
- 20. Client agrees to defend, indemnify and hold Releasees harmless from and against any and all losses, liabilities, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses and court costs), penalties and fines for any suit, claim, settlement, award or judgment arising or alleged to arise from the breach of this Agreement, or the negligence or other wrongdoing of Client, but excluding claims to the extent caused by the gross negligence, recklessness, or willful misconduct of one or more Releasees.
- 21. This Agreement will be construed and governed by the laws of California without giving effect to conflict of laws provisions. Sole and exclusive venue for resolution of any disputes under or concerning the interpretation or performance of this Agreement will be in the State or federal courts with jurisdiction and venue for San Mateo County, California. The Parties expressly consent to the personal jurisdiction of, and venue in, such courts.
- 22. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED MATERIALS OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
- 23. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions will remain valid and enforceable as if such provision had not been set forth herein. The parties agree to substitute for such provision a valid provision that most closely approximates the intent of the severed provision.
- 24. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior negotiations, promises, commitments, undertakings, and agreements of the Parties relating thereto. This Agreement may be modified or amended only by a written instrument duly executed by both Parties.
- 25. The rights and obligations of WeDriveU under this Agreement may be transferred or assigned directly or indirectly to an entity that acquires this line of business, or substantially all of its stock or assets. The provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the Parties.

I have carefully read the terms of this agreement including its Release of Claims and Hold Harmless provisions. I certify the representations made by me are true. I also certify that I understand the agreement and have no questions about the meaning of the agreement or any of its provisions. On that basis, my signature below indicates my agreement to these Terms of Service.

Signature _____	Date _____
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**WeDriveU, Inc:** 700 Airport Blvd., #250, Burlingame, CA 94010 ~ (800) 773-7483