

AFFILIATE AGREEMENT AND TERMS OF SERVICE

This agreement last updated date is on January 01, 2016 12:01 AM.

Garden State Express Transportation, LLC with its affiliates and branches, headquartered at 50 Galesi Drive Suite 4C, Wayne, NJ 07470, provides limousine, taxi and shuttle services to private individuals and profit, non-profit or governmental entities ("Customers" or "Clients"). This agreement covers all branches and names under Garden State Express Transportation, LLC ("Garden State Express", "Garden State" "We" or the "Company") welcomes you, as an Independent Contractor or Affiliate ("Contractor", "Affiliate" or "You") of the Company. Garden State Express Transportation, LLC provides limousine, taxi, shuttle and private car service.

By submitting a reservation on line, by email or phone or any other electronic messaging or communication system, form or platform, you hereby accept, agree and consent to work with the Company you as a Contractor, subject to receiving a Form 1099, but not as an employee receiving a Form W-2 as defined by the Internal Revenue Service from the Company. By being a Contractor of the Company you accept and agree to be bound by the following Terms of Service and policies, as amended from time to time ("TOS") of the Company:

It is our Company's policy to work only with companies who are properly insured. Please provide Certificate of Insurance and maintain insurance for general liability with minimum limits of (\$1,000,000.00 occurrence / \$2,000,000.00 aggregate suggested), motor vehicle liability (\$1,000,000.00) , and workers compensation, including employers liability. Garden State Express Transportation, LLC must be named an additional insured on the on the Certificate of Insurance for general liability, and if possible, auto liability.

All Certificates of Insurance must be provided directly from your Insurance Agent or Insurance Company.

Thank you for your attention.

- 1. RESTRICTIONS ON COMPETITION:** Contractor agrees that as a result of his contractual agreement with the Company he will have frequent contact with the Customers of the Company. During the period of his contractual agreement or affiliation and twelve (12) months after the ending date of his affiliation or contractual relationship with the Company ("Restricted Period"), Contractor agrees, either on his own behalf or on behalf of others except for the sole and exclusive benefit of Company, that he shall not: (i) Compete with Company by contracting, soliciting or accepting business or orders from, or dealing with, in any manner whatsoever, any former, present or prospective client, customer, broker or account of Company, (ii) induce or attempt to influence any past or present Contractor, employee, agent, or representative of Company to terminate his relationship with Company or to accept employment with a similarly situated competitor or would be competitor party whether it being an individual or entity ("Restricted Party"), (iii) use the Company's customer, client, or broker list, or any part thereof, for Contractor's own or a Restricted Party's benefit, or (iv) solicit or interfere with, either directly or indirectly, with any contract or business arrangement of Company.
- 2. CONFIDENTIAL INFORMATION:** Contractor also agrees that Confidential Information, as defined below, relating to Company's business gained by him during his contract or affiliation by Company have been developed by Company through substantial expenditure of time, effort and money, and constitute valuable and unique property of the Company. Contractor agrees to hold in strict confidence, and not to disclose to any third party, any of the valuable, confidential, and proprietary business, accounting, financial, technical, economic, sales, marketing, research or

other types of proprietary business information relating to Company (including all trade secrets), in whatever form (collectively the "**Confidential Information**"), to which Contractor has, or is given (or has had or been given), access as a result of his contractual agreement or affiliation with Company, unless prohibited by the applicable law.

3. **REMEDIES FOR BREACH OF RESTRICTIONS ON COMPETITION AND DISCLOSURE OF CONFIDENTIAL INFORMATION:** If the Contractor or Affiliate breaches any part of TOS including but limited to Restrictions on Competition and unauthorized disclosure of Confidential Information, The Company will seek all applicable remedies in law and equity. The Damages will be determined at a minimum of three times of annual loss of revenues of the Company.
4. **INSURANCE AND LICENSE PLATES POLICY:** Garden State Express Transportation, LLC maintains full coverage insurance (\$1,500,000.00) and Affiliate is also responsible for his or her own full coverage insurance (\$1,500,000.00) to cover the Customers of Garden State Express. Affiliate will never use omnibus or personnel license plate cars to pick up Garden State Express Transportation, LLC Customers. It is illegal and Affiliate will be responsible for all penalties, fees and interest by the law and court order.
5. **AFFILIATE PICKUP RESPONSIBILITY:** Affiliate Companies will be responsible for Garden State Express Transportation, LLC customers on time pick up. If the affiliate driver doesn't show up Affiliate Companies are responsible 100% of reservation payment.
6. **CUSTOMER CONTACT:** The dispatchers of Garden State Express Transportation, LL Care solely responsible for contact with the Customer.
7. **DRESS CODE:** Contractors or their drivers will be clean and have a neat appearance. Black suit, tie and shoes and white shirt is preferred attire.
8. **DRIVING POLICY:** Contractor or their drivers must obey all the traffic rules and regulations.
9. **CAR CARE POLICY:** Affiliate is responsible to keep their cars clean, neat and in good condition at all times.
10. **SEXUAL HARASSMENT POLICY:** Garden State Express Transportation, LLC strictly adheres that its work place and its vehicles are free and void of Sexual Harassment in any form. The Equal Employment Opportunity Commission defines Sexual Harassment as unwelcome advances that are made condition of employment or a pattern of offensive remarks or incidents that create a "hostile environment" or interfere with an individual's work. Sexual advances become unlawful only when they are unwelcome, per the statements of the EEOC. Failure to adhere to this policy of any Contractor or their drivers with the Company's staff and Customers including any other passengers will result in immediate termination of this contractual agreement and the Contactor will be solely liable for any legal action taken against the Company or the Contractor.
11. **LOST AND FOUND POLICY:** Garden State Express Transportation, LLC is not responsible for any lost items left behind in our vehicles. If necessary and found, Garden State Express Transportation, LLC will ship all items recovered at the owner's expense.
12. **RESERVATION MADE BUT NO SHOW POLICY:** A No Show fee equal to 50 % of the base rate

and plus parking fee will be charged when passengers fails to show.

13. **MODIFICATIONS TO RESERVATIONS POLICY:** All modifications to existing reservation time must be modified at least two (2) hours prior to the initial pick up time.
14. **RESERVATION CANCELLATION POLICY:** No cancellation or modifications to dates or times can be made by email or fax. All cancellations must be called into our office on our toll free number (866) 546-6558 or (973) 887-7788. You will receive a unique cancellation code. Any Domestic Sedan Reservations must be canceled at least four (4) hours before initial pick-up time, otherwise a cancellation fee equal to 100% of the total cost will be charged.
15. **WAITING TIME POLICY:** Waiting time fee begins (i) from house; hotel or business addresses 15 minutes after initial pickup time, (ii) from airports for domestic flights 30 minutes, (iii) from airports for international flights 60 minutes (one hour) after flight arrival time.
16. **AIRLINE DELAY POLICY:** Garden State Express Transportation, LLC will monitor flight, once we have obtained a final ETA, we will dispatch you or your driver.
17. **AIRPORT INSIDE PICK UP POLICY:** For customer satisfaction and convenience, Contractors always offer "Meet and Greet service" upon request by the Customer. The Fare does not include parking fee.
18. **AIRPORT ARRIVAL PICK UP POLICY:** Please follow the pick-up instructions on your affiliate trip sheet. In the event that you can't locate your customer, please call (866) 546-6558 or (973) 887-7788 and Garden State Express Transportation, LLC will match you up very shortly. Please do not leave without calling; it will result in a No Show charge equal to 100% of the total cost
19. **OVER TIME POLICY:** Once the 15 minutes grace time has elapsed, overtime pay will apply after the first 30 minutes of prearranged time described on the run sheet and \$54.00 per hour waiting time charge will be added to clients bill.
20. **BILLING POLICY:** Garden State Express Transportation, LLC does not provide individual receipts for each charge on the trip sheet. All rides except for cash will be billed to client's credit card or company account, All out of pocket two way tolls, parking, fuel charge, over time, extra stop, early morning or late night and other fee charges have been added to the Customer's bill. A final itemized receipt will be emailed to the Customer once ride has been charged. If customer pays cash Contractor will give a cash payment receipt.
21. **EARLY MORNING FEE POLICY:** There is an additional \$10.00 as Early Morning Fee. This is applied for pick-ups that are initiated between 12:00 AM and 4:00 AM.
22. **ADDITIONAL SURCHARGE POLICY:** The following surcharges are applied for: (i) Same Town Additional Pick Up: \$5.00, (ii) Next Town Additional Pick Up \$10.00, (iii) Newark Airport for Domestic Flights Parking Fee: \$8.00, (iv) Newark Airport for International Flights \$8.00 (v) LAG and JFK Airports for all flights Parking Fee: \$12.00, (vi) One (1) Hour Waiting Time: \$54.00.
23. **COMMISSION AND PAYMENT POLICY:** Contractor receives 75% of the base rate as payment. Tolls, Parking, Waiting Time and Early Morning Fee are not included in the Base Rate

calculations but all other additional charges will be added to the determination of payments to the Contractor if indicated. Commission payment period starts from Monday through Sunday (Seven Days). Contractor receives his or her commission payment the following Tuesday.

24. OTHER POLICIES:

- a. Garden State Express Transportation, LLC is not responsible in the event of mechanical breakdown (engine, air condition and etc.) while on charter and will be only responsible for making up lost time at a mutually agreed date.
- b. Garden State Express Transportation, LLC will not be responsible for any delays or inconveniences due to traffic or situations deemed an "Act of God". Garden State Express Transportation, LLC reserves the right to substitute alternative vehicles in the event of occurrence beyond our control.
- c. The driver has the right to terminate run without refund (if there is blatant indiscretion on the part of the client(s)).
- d. Not responsible for delays or the termination in winter caused by unsafe road conditions (i.e. not salted, accidents, etc.).
- e. Garden State Express Transportation, LLC Vehicles cannot be loaded beyond seating capacity.
- f. The Customer or Client assumes full financial liability for any damage to the limousine caused during the duration of the rental by them or any members of their party. The Sanitation Fee is \$300.00 for each carpet burn or \$950.00 for each seat burn.
- g. Driver is not responsible for illegal acts during rental.
- h. Driver may refuse or terminate the charter at any time without refund if they deem the party unruly or endangering the safe operation of the vehicle.

25. GENERAL STATEMENTS:

- a) This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than as expressly set forth herein.
- b) The Parties acknowledge that the settlement terms reflected in this Agreement represent a compromise and negotiated settlement, and that each Party has actively participated, with the assistance of independent counsel, in the preparation of this Agreement. This Agreement is the joint work product of counsel for both parties and shall not be construed more stringently against one party on the ground that his lawyer drafted or participated in the drafting.
- c) Each Party shall, at any time and from time to time execute and deliver any or all other instruments or papers that the other Party may reasonably require to give effect to the provisions of this Agreement.

- d) This Agreement shall inure to the benefit of and be binding upon, the Parties and their respective successors, heirs, executors, administrators and assigns. Employee acknowledges that in the event of Employee's breach or threatened breach of this Agreement, the Company may communicate with any other individual or entity with whom the Employee is to or has become affiliated and advise such third party of the existence of this Agreement.
- e) The waiver by any Party to this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach, whether or not similar. This Agreement may be amended, modified or supplemented only by a written instrument executed by the Parties.
- f) The headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.
- g) You agree to indemnify and hold Garden State Express Transportation, LLC and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of this Agreement or otherwise made available through Garden State Express Transportation, LLC, your use or connection to Garden State Express Transportation, LLC, your violation of the TOS, or your violation of any rights of another.
- h) This Agreement shall be governed by and interpreted and enforced in accordance with the substantive and procedural laws of the State of New Jersey (without regard to conflicts of law's provisions). Any claim or dispute hereunder shall be brought exclusively in the state or federal courts setting in New Jersey.
- i) Both parties further acknowledge that all of the provisions herein are acceptable that they have had read this Agreement in its entirety, that they have had the benefit of independent counsel and that each voluntarily and freely enters into the same and consents to and assumes all of the covenants contained herein, having read the same and having fully understood them. Contractor acknowledges receipt of a copy of this Agreement.

26. **VIOLATIONS.** Please report any violations of the TOS and any provisions of this Agreement to Garden State Express Transportation, LLC.

Witness: GARDEN STATE EXPRESS
TRANSPORTATION LLC

BY: _____ BY: _____

(Insert Witness Name Below) Ahmet Mesut ZENGINLER for Garden State Express Transportation LLC,

Witness: EMPLOYEE

BY: _____ BY: _____

(Insert Witness Name Below)

(Last updated on January 01, 2016 12:01 AM).