

# **HMTS Worldwide Affiliate Network Participant Agreement**

1. All vehicles used in the performance of an HMTS Worldwide Affiliate Network (hereafter "HMTS") will be Silver, Dark Blue or Black in color. Substitution of color will require preauthorization from. All vehicles utilized for service in the HMTS network will be within the following model year period:
  - a. Sedan – within 2 model years
  - b. Stretch Limousine – within 3 model years
  - c. Van – within 5 model years
  - d. Bus –within 5 model years
  - e. SUV – within 3 model years
  - f. Other vehicles not identified – to be determined
2. Each chauffeur performing services shall be properly licensed and qualified in the equipment they are operating. Each chauffeur shall have passed a pre-employment drug and alcohol test. Each chauffeur shall have undergone an initial driver history and a state background checks and is subjected to annual drivers review by the Affiliate Network Provider. These files shall be made available for review of an authorized representative of the HMTS Worldwide Network. Files may be reviewed with 5 business days notice of a pending visit and of the identity of the HMTS representative.
3. The Affiliate Network Provider shall, as permitted by law, subject all chauffeur's that may provide services to ongoing drug and alcohol testing programs. These include but are not limited to: pre-employment, random testing, reasonable suspicion testing, post accident/incident and return to duty.
4. Chauffeurs shall wear appropriate chauffeur business attire that should consist of a dark (Gray or Black) suit, dress shirt (white or blue) with a dark tie conservative tie; shoes should be black in color. The overall attire shall be subject to HMTS approval.
5. Affiliate Network Provider shall notify HMTS-Worldwide immediately if there are any issues with the trip, this shall include but not be limited to; tardy for pick-ups, issues with passenger in the vehicle, any motor vehicle crash or incident. Any and all reports that may come out of a motor vehicle crash are to be forward to HMTS within 24 hours of the incident, immediate notification by phone must take place.
6. If Affiliate Network Provider is unable to accomplish the trip for any reason, immediate notification to HMTS must occur. Failure for timely notification may result in immediate termination of the affiliate agreement.
7. Affiliate Network Provider shall provide information to HMTS so that a responsible party of the Affiliate Network Provider can be reached 24 hours a day 7 days a week.
8. Affiliate Network Provider shall maintain all certifications and authorities issued by State, Federal or Jurisdictional Authorities, including insurance requirements and regulations.
9. Affiliate Network Provider shall carry out its business practices in a manner that is becoming of a professional organization and a credit to itself along with other members of the HMTS Affiliate Network.
10. Mystery rides: HMTS may at its discretion perform 2 annual mystery (ghost, secret shopper) rides of each Affiliate Network Provider in the HMTS Network. HMTS will notify Affiliate Network Provider within 24 hour following the ride that it has occurred and within 48 of the results and remark from the passenger. If complaints are made against the Affiliate Network Provider and the "mystery ride" affirms to any of the issue that may have been identified, the Affiliate Network Provider may be removed from The HMTS Affiliate Program.
  - a. Failure of an Affiliate Network Provider to rectify complaints may result in the Affiliate Network Provider being removed from the HMTS Affiliate Program.

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11. Affiliate Network Provider shall provide the current days copy of each a daily local newspaper and a daily national newspaper each vehicle providing service for HMTS
12. Affiliate Network Provider shall in no way solicit any HMTS customer; all work must be submitted through The HMTS Affiliate Network. An HMTS Customer will always be an HMTS Customer. A customer of the Affiliate Network Provider, will always remain the customer of The Affiliate Network Provider.
13. Affiliate Network Provider must provide a detailed summary of charges to HMTS designated representative within 48 hours of trip completion. Failure to comply will result in payment to Affiliate Network Provider of the quoted rates only; no additional charges will be accepted.
14. Accepting and/or performing an HMTS-Worldwide reservation or trip, in no way constitutes or could be considered a company or Chauffeur/Driver as a subsidiary, legal entity or employee of HMTS-Worldwide Affiliate Network. HMTS-Worldwide Affiliate Network accepts no liability for actions or inactions performed by an Affiliate Network Provider or their representative.
15. If the Affiliate Network Provider owes, or with the passage of time will owe, HMTS-Worldwide Affiliate Network any amounts under this agreement, HMTS-Worldwide Inc, For People Going Places may at any time or from time to time deduct such amounts from the payments due to the Affiliate Network Provider and shall provide Affiliate Network Provider with an accounting of any such deductions within the applicable time periods identified.
16. HMTS-Worldwide may terminate this agreement immediately upon written notice to the Affiliate Network Provider if the Affiliate Network Provider fails to satisfy the minimum standards established herein, at HMTS-Worldwide sole discretion, if the Affiliate Network Provider fails to meet any of the listed standards and or rectify them within 10 days of written notice.
17. Indemnification. Affiliate Network Provider shall defend and indemnify HMTS-Worldwide, and the other Members, and their respective officers, directors, employees and agents (collectively, the "Indemnified Parties") and hold them harmless from any and all claims and liabilities of any nature, causes of action, losses, damages, or expenses (including reasonable attorneys fees) arising from or relating to (a) the provision of Services hereunder by Affiliate Network Provider or any other activities of Affiliate Network Provider under this Agreement, or (b) the breach by Affiliate Network Provider of any of its representations, warranties, covenants and agreements herein. The Indemnified Party shall give Affiliate Network Provider notice of any claim or threatened claim which is subject to Affiliate Network Provider's obligation of indemnification hereunder, and shall permit Affiliate Network Provider to participate in the conduct of the defense and settlement of such claim through counsel of its own choosing and at its own expense, provided that any failure on the Indemnified Party's part to provide such notice or permit such participation shall not relieve Affiliate Network Provider of its obligation to indemnify the Indemnified Party hereunder if Affiliate Network Provider was not materially prejudiced by such failure. In connection with any such claim, Affiliate Network Provider will furnish the Indemnified Party with all information or any other assistance requested by them which is reasonably necessary to conduct the defense or settlement thereof. The other Members shall be third party beneficiaries of this Section and shall be entitled to rely on it to the same extent as if Affiliate Network Provider had agreed directly with such Members to so defend and indemnify them.

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By Affiliate Network Provider                      Date

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Marcel A. Snoek,                                      Date  
Co. Founder & President  
HMTS Worldwide / A2B Limousines