

# DreamTeamDrive INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the “**Agreement**”) is made and entered into as of today’s date and current year (the “**Effective Date**”), by and between DreamTeamDrive, LLC a Delaware limited liability company (the “**Company**”), and you (the “**Contractor**”). The Company desires to retain Contractor as an independent contractor to perform such services on terms set forth more fully below. In consideration of the mutual promises contained herein, the parties agree as follows:

## 1. SERVICES AND COMPENSATION

Contractor shall provide the non-exclusive services set forth on Exhibit A attached hereto to the Company (the “**Services**”). In such capacities, Contractor’s email point of contact with the Company shall be [operations@DreamTeamDrive.com](mailto:operations@DreamTeamDrive.com). The Services can be modified as reasonably required to suit the specific requirements and needs of the Company. The Company shall pay Contractor the fees set forth on Exhibit A attached hereto. At the sole discretion of the Company a draw may be paid to Contractor. Said draws are a non-interest loan to Contractor, payable from future fees earned or at time of termination of this Agreement as describe in Section 9 below. Except as set forth on Exhibit A, all costs and expenses of Contractor’s performance hereunder shall be borne by Contractor.

## 2. PROPRIETARY INFORMATION; CONFIDENTIALITY

(a) “**Confidential Information**” means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, technology, designs, drawings, marketing, finances, in addition to financial, accounting, statistical, marketing and personnel information of the Company and/or its customers or other third parties or other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings.

(b) Contractor, while performing the Services, will be exposed to and handling the Company’s Confidential Information. Contractor will not, during or subsequent to the term of this Agreement, use the Company’s Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of the Company or disclose the Company’s Confidential Information to any third party. Contractor agrees that the restrictions in this Section 2 shall also apply to Confidential Information conceived, originated, discovered or developed by Contractor during the term of this Agreement. It is understood that said Confidential Information shall remain the sole property of the Company. Contractor further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information including, but not limited to, having each employee of Contractor, if any, with access to any Confidential Information, execute a nondisclosure agreement containing provisions in the Company’s favor identical to Sections 2, 3 and 8 of this Agreement. Confidential Information does not include information which (i) is known to Contractor at the time of disclosure to Contractor by the Company as evidenced by written records of Contractor, (ii) has become publicly known and made generally available through no wrongful act of Contractor, or (iii) has been rightfully received by Contractor from a third party who is authorized to make such disclosure. Without the Company’s prior written approval, Contractor will not directly or indirectly disclose to anyone the contents of this Agreement.

(c) Contractor agrees that Contractor will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Contractor has an agreement or duty to keep in confidence information acquired by Contractor, if any, and that Contractor will not disclose to the Company any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity. Contractor will indemnify the Company and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorney’s fees and costs of suit, arising out of or in connection with any violation or claimed violation of a third party’s rights resulting in whole or in part from the Company’s use of the work product of Contractor under this Agreement.

(d) Contractor recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Contractor agrees that Contractor owes the Company and such third parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out the Services for the Company consistent with the Company's agreement with such third party.

(e) Return of Property. Upon the termination of this Agreement, or upon Company's earlier request, Contractor will deliver to the Company all devices (iPhones), records, data, disks, computer files, notes, reports, proposals, lists, correspondence, materials, equipment, other documents or property, reproductions of any aforementioned items developed by Contractor pursuant in the performance of the Services to the Company, or Confidential Information that Contractor may have in Contractor's possession or control.

(f) Contractor Information. Contractor represents and warrants to the Company that information provided by Contractor in connection with this Agreement and any supplemental information provided to the Company is complete, true and materially correct in all respects. Contractor has not omitted any information that is or may reasonably be considered necessary or useful to evaluate the information provided by Contractor to the Company. Contractor shall immediately notify the Company in writing of any change in the accuracy or completeness of all such information.

(g) Other Agreements. Contractor represents that the performance of all of the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Contractor in confidence or in trust prior to the execution of this Agreement. Contractor has not and shall not: (i) disclose or use in the course of the Services to the Company, any proprietary or trade-secret information belonging to another; or (ii) enter into any oral or written agreement in conflict with this Agreement.

### 3. OWNERSHIP

(a) Contractor agrees that all corporate and individuals accounts marketed, sold, contacted and contracted, by Contractor, solely or in collaboration with others, during the period of this Agreement which relate in any manner to the business of the Company that Contractor may be directed to chauffeur, or which Contractor may become associated with in work in the line of business of the Company in performing the Services hereunder (collectively, "**Customers**"), are the sole property of the Company. Contractor further agrees to assign (or cause to be assigned) and does hereby assign fully to the Company all Customers relating thereto. Attached as Exhibit B hereto is a list describing all customers which were known by Contractor prior to the date of this Agreement, which belong to Contractor, and which are not assigned to the Company ("**Prior Customers**").

(b) Contractor agrees to assist Company, or its designee, at the Company's expense, in every proper way to secure customers, including the disclosure to the Company of all pertinent information. Contractor further agrees that Contractor's obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instrument or papers shall continue after the termination of this Agreement.

### 4. UNFAIR COMPETITION; NON-SOLICITATION

(a) Unfair Competition. During the term of this Agreement, Contractor has a duty of loyalty and a fiduciary responsibility to the Company. Contractor shall not, directly or indirectly, whether as a partner, employee, creditor, stockholder, or otherwise, promote, participate, or engage in any activity or other business which is directly competitive to the current operations of the Company or the currently contemplated future operations of the Company. To the fullest extent permitted by law, upon the termination of this Agreement for any reason, Contractor shall not use any of the Confidential Information to directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or any other individual or representative capacity, engage or participate in any business, wherever located, that is in direct competition with the business of the Company. Should any portion of this Section be deemed unenforceable because of the scope, duration or territory encompassed by the undertakings of the Contractor hereunder, and only in such event, then the Contractor and the Company consent and agree to such limitation on scope, duration or

territory as may be finally adjudicated as enforceable by a court of competent jurisdiction after the exhaustion of all appeals.

(b) Non-Solicitation of Customers. While providing Services to the Company, Contractor shall not divert or attempt to divert (by solicitation or other means), whether directly or indirectly, the Company's customers for the purpose of inducing or encouraging them to sever their relationship with the Company or to solicit them in connection with any product or service competing with those products and services offered and sold by the Company. Also, to the fullest extent permissible under applicable law, following termination of this Agreement for any reason, Contractor agrees not use any of the Confidential Information to directly or indirectly divert or attempt to divert (by solicitation or other means) the Company's customers for the purpose of inducing or encouraging them to sever their relationship with the Company or to solicit them in connection with any product or service competing with those products and services offered and sold by the Company.

(c) Non-Solicitation of Employees. To the fullest extent permissible under applicable law, Contractor agrees that both during the period of this Agreement and for a period of two (2) years following termination of this Agreement, Contractor shall not take any action to induce employees or independent contractors of the Company to sever their relationship with the Company and accept an employment or an independent contractor relationship with any other business.

(d) Non-Disparagement. Upon termination of this Agreement, Contractor agrees to not make any disparaging remarks about the Company, or any managers, officers, employees, executives or independent contractors of or to any of the foregoing.

5. **TRADE SECRETS; NO PUBLICATION**

(a) Contractor shall not disclose to any others, or take or use for Contractor's own purposes or purposes of any others, during the term of this Agreement or at any time thereafter, any of the Company's trade secrets, including without limitation, Confidential Information, customer lists, computer programs, applications or software or intellectual property of the Company. Contractor agrees that these restrictions shall also apply to (i) trade secrets belonging to third parties in Company's possession and (ii) trade secrets conceived, originated, discovered or developed by Contractor during the term of this Agreement relating to the affairs of the Company.

(b) Contractor shall not disclose, release, or publish any Inventions made by Contractor pursuant to this Agreement.

7. **REPORTS**

Contractor agrees that it will from time to time during the term of this Agreement or any extension thereof keep the Company advised as to Contractor's progress in performing the Services hereunder and that Contractor will, as requested by the Company, prepare written reports with respect thereto. It is understood that the time required in the preparation of such written reports shall be considered time devoted to the performance of Contractor's Services.

8. **CONFLICTING OBLIGATIONS**

Contractor certifies that Contractor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Contractor from complying with the provisions hereof, and further certifies that Contractor will not enter into any such conflicting agreement during the term of this Agreement.

9. **TERM AND TERMINATION**

(a) This Agreement will commence on the Effective Date and will continue for 12 months from the date first set forth above or until termination as provided below.

(b) Either party may terminate this Agreement immediately upon written notice for the material breach of the other party, which material breach has remained uncured for a period of fourteen (14) days from the date of delivery of written notice thereof to the breaching party.

(c) This Agreement shall be terminated immediately if it is found that Contractor is using vehicle for unauthorized transportation of passengers.

(d) Upon such termination all rights and duties of the parties toward each other shall cease except:

(i) that the Company shall be obliged to pay, within thirty (30) days of the effective date of termination, all undisputed amounts owing to Contractor for Services completed and accepted by the Company prior to the termination date and related expenses, if any, in accordance with the provisions of Section 1 hereof; and

(ii) that the Contractor will pay to Company within thirty (30) days all draw balances outstanding at termination of agreement; and

(iii) Sections 2 , 3, 4(c) and 10 shall survive termination of this Agreement.

#### 10. **ASSIGNMENT**

Neither this Agreement nor any right hereunder or interest herein may be assigned, delegated or transferred by Contractor without the express written consent of the Company.

#### 11. **INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall in any way be construed to constitute Contractor as an agent, employee, joint venturer, partner or representative of the Company; rather, Contractor's relationship with the Company will be that of an independent contractor, and Contractor shall perform the Services hereunder as an independent contractor. Further, it is agreed and acknowledged that:

(a) **Method of Provision of Services.** Contractor shall be solely responsible for determining the method, details and means of performing the Services. Further, Contractor agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish the Services, and shall incur all expenses associated with performance of the Services, except as provided herein.

(b) **No Authority to Bind Company.** Neither Contractor, nor any partner, agent or employee of Contractor, has authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.

(c) **No Benefits.** Contractor acknowledges and agrees that Contractor (or Contractor's employees, if Contractor is an entity) will not be eligible for any Company employee benefits and, to the extent Contractor (or Contractor's employees, if Contractor is an entity) otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its employees) hereby expressly declines to participate in such Company employee benefits. Contractor shall obtain and maintain in place any and all workers compensation coverage required for Contractor and/or contractor's employees and shall provide proof that coverage is in place to the Company at the time Services are commenced and shall update that documentation on request or when coverage changes.

(d) **Withholding and Taxes.** Contractor shall have full responsibility for applicable withholding of taxes for all compensation paid to Contractor, its partners, agents or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and Contractor's partners, agents and employees, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Contractor further agrees to indemnify the Company and hold it harmless to the extent of any obligation imposed on the Company to pay in withholding taxes or similar items. Contractor acknowledges that the Company has a legitimate interest in confirming Contractor's compliance with Contractor's legal obligations

in performing Services under this Agreement. Contractor shall therefore prepare a compliance binder noting applicable laws and Contractor's method of compliance. Contractor shall also provide documentation confirming the fact of Contractor's satisfaction of Contractor's withholding, tax and other reporting obligations (this requirement shall not be construed to mean Contractor must or should report the amounts withheld or paid but rather simply that Contractor report that it has reported and paid in conformity with its understanding of its obligations based on professional advice).

(e) Work for Others. The Company acknowledges, recognizes, and agrees that, subject to the provisions of Section 4 hereto, the Contractor may perform services for other persons, clients, or businesses.

(f) Compliance with Laws. Contractor acknowledges and agrees that all services provided to Company under the terms of this Agreement and all operations of Contractor necessary to achieve the outcomes and deliverables provided for in Exhibit A shall be performed and achieved in strict compliance with all applicable laws. This expressly includes by way of illustration and not limitation: (1) all laws pertaining directly or indirectly to tax reporting and timely payment; (2) all employment and employee benefit laws applicable to Contractor; (3) all laws pertaining to lawful publication of factual material, opinions and views; and (4) all laws pertaining to unfair competition, corrupt practices, and handling of trade secrets. In the course of performing the services and producing the deliverables called for under the terms of this Agreement, Contractor agrees to conduct operations in an honest fashion and shall avoid all practices that could be construed as improper, dishonest, deceitful or disreputable.

12. **EQUITABLE RELIEF**

Contractor agrees that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the covenants set forth in Sections 2, 3, 4, and 5 herein. Accordingly, Contractor agrees that if Contractor breaches Sections 2, 3, 4, or 5, the Company will have available, in addition to any other right or remedy available, the right to obtain from any court of competent jurisdiction an injunction restraining such breach or threatened breach and specific performance of any such provision. Contractor further agrees that no bond or other security shall be required in obtaining such equitable relief and Contractor hereby consents to the issuances of such injunction and to the ordering of such specific performance.

13. **GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Delaware applicable to contracts executed and to be wholly performed within such State.

14. **TAX ADVICE**

Contractor acknowledges that Contractor has not relied and will not rely upon the Company or the Company's counsel with respect to any tax consequences related to the terms and conditions of this Agreement. Contractor assumes full responsibility for all such consequences and for the preparation and filing of all tax returns and elections which may or must be filed in connection with this Agreement.

15. **REPRESENTATION**

Each Party to this Agreement acknowledges, agrees, and represents that it: (a) has directly participated in the negotiation and preparation of this Agreement; (b) has read the Agreement and has had the opportunity to discuss it with counsel of its own choosing; (c) is fully aware of the contents and legal affect of this Agreement; (d) has the authority to enter into and sign the Agreement; and (e) enters into and signs the same by its own free will.

16. **ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement is the entire agreement of the parties and supersedes any prior or contemporaneous agreements whether oral or written between them with respect to the subject matter hereof. This Agreement may be changed only if agreed to in writing by both parties.

17. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

18. **SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the maximum extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

19. **WAIVER**

The waiver of any term or condition contained in this Agreement by any party to this Agreement shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**DreamTeamDrive, LLC**

**CONTRACTOR**

# DreamTeamDrive INDEPENDENT CONTRACTOR AGREEMENT

## EXHIBIT A

### SERVICES AND COMPENSATION for PARTNERS

#### SERVICES

**Contractor will render to the Company the following Services:**

- Chauffeur services in Contractor owned vehicles. The Company will market for customers and the Contractor will provide chauffeur services. Contractor will provide vehicle along with; all fuel, Commercial Insurance, Limousine licensing, Airport Permits, Vehicle registration, and vehicle maintenance.

#### COMPENSATION

**The Company shall pay Contractor as described below:**

**1) EXECUTIVE Sedan Car Service**

- a) DTD developed fares
  - i) Partner will receive 70% of gross fare
  - ii) Partner will receive 70% of gratuity
- b) Partner developed fares managed through the DTD reservation System
  - i) Partner will receive 70% of gross fare
  - ii) Partner will receive 70% of gratuity
- c) Partner Client fares referred to Company
  - i) Partner will receive 30% of gross fare
  - ii) Partner will receive 30% of gratuity

**2) EXECUTIVE SUV Service**

- a) DTD developed fares
  - i) Partner will receive 70% of gross fare
  - ii) Partner will receive 70% of gratuity
- b) Partner developed fares managed through the DTD reservation System
  - i) Partner will receive 70% of gross fare
  - ii) Partner will receive 70% of gratuity
- c) Partner Client fares referred to Company
  - i) Partner will receive 30% of gross fare
  - ii) Partner will receive 30% of gratuity