

Driver and Dispatch Services Agreement

This Driver and Dispatch Services Agreement is entered into as of the last date on the signature page hereof (the “Effective Date”), by and between **Napoleon Taxicab Service, LLC** (the “Company”) having its principal place of business at 609 Wickham St, Richmond, Virginia 23222, and any taxicab driver who willfully chooses to accept fares from the Company.

WITNESSETH

WHEREAS, the Driver desires to provide the Company with qualified drivers to operate a Cab within the Territory on a contract basis;

WHEREAS, the Company desires to offer Dispatch Services to the Driver on a contract basis;

WHEREAS, the Driver desires to control the means and methods by which the qualified drivers operate the Cab; and

WHEREAS, it is unlawful for the Company knowingly to permit the Driver to operate the Cab using means or methods that violate the Law;

WHEREAS, because the Company provides dispatch services to several other independent contractors, who (like Driver) agreed to operate taxicabs within the Territory (the “Other Independents”), both the Company and the Driver recognize that some of Driver’s obligations hereunder shall inure to the benefit of and be enforceable by said Other Independents as more expressly provide herein;

NOW, THEREFORE, in consideration of the promises and covenants contained herein and intending to be legally bound, the Parties agree as follows:

DEFINITIONS

In this Agreement, the following words shall have the meaning set forth below:

“Agreement” means this Driver and Dispatch Services Agreement;

“Cab” means a Taxicab owned, leased, or under the control of the Driver;

“Corporate Account” means any individual or company with whom the Company has agreed to provide regular contracted services on an account which is billed monthly or otherwise.

“Consumer Application” means any smartphone application utilized by Consumers to order transportation which is integrated with the dispatching software provided by the Company.

“Dispatch Fees” means those monies paid by the Driver to the Company for the right to use Dispatch Services during the Driver’s Shifts as provide herein;

“Dispatch Services” means a communication network that, in accordance with the Law, allows the Company to inform the Driver of people who have requested the services of a Taxicab;

“Effective Date” means the every date and time that the driver securely logs in to the company’s mobile communication application.

“Fuel Expense” means the total cost of the gasoline necessary to operate the Cab during the Driver’s Shift as shown by one or more receipts for the purchase thereof;

“Law” means all Federal, State and municipal laws, regulations and ordinances that govern the operation of a Taxicab within the Territory;

“Party” or “Parties” means, when singular, either the Company or the Driver as context requires and, when plural, both the Company and the Driver;

“Taxicab” means a for-hire passenger-carrying, self-propelled motor vehicle, not operating on a regular route or between fixed terminals and having a seating capacity of not more than six passengers;

“Territory” means the City of Richmond and the Counties of Chesterfield, Hanover and Henrico, all located in the Commonwealth of Virginia;

“Total Manifest” means the total value of metered fares registered on the Cab’s meter at the conclusion of the Driver’s Shift;

The Driver shall pay the Dispatch Fees to the Company as calculated on Schedule A, appended hereto and incorporated herein

DRIVER’S OPERATING EXPENSES

Driver shall be solely responsible for the Fuel Expense.

Driver shall be solely responsible for the Maintenance of their Taxicab.

Driver shall be solely responsible for all other expenses incurred, both optional and required, to do business as an independent contractor in the Taxicab Industry

Driver shall be solely responsible for the collection of fares from all customers, whether by directly accepting payment or seeing that proper protocol is followed to ensure that payment is received by Company.

Driver shall be solely responsible for any non-paying passengers and will still be required to pay Dispatch Fees regardless of payment by the customer.

Driver shall be responsible to pay Company dispatch commissions as described in Schedule A within this agreement.

DISPATCH SERVICES

The Company in its sole discretion may provide Dispatch Services to the Driver during the Driver’s Shifts. Such Dispatch Services may comprise the provision of a mobile communication device that receives calls forwarded from the Company’s listed business telephone number. The Driver has no obligation to use the Dispatch Services while operating their Cab during Diver’s Shifts and the Company has no obligation to provide such Dispatch Services.

The Driver in its sole discretion may dictate his/her own willingness to service particular trips, including refusal to service Corporate Accounts and Consumer Application customers based upon the fees associated with those trip types.

The Driver in its sole discretion may refuse trips which he/she deems unsafe.

However, the Driver may not discriminate their services based upon race, religion, sexual orientation, or socio-economic status of customer.

TERM AND TERMINATION

The Term of this Agreement shall continue for One Year from the Effective Date, unless sooner terminated in accordance with this section. The Parties may extend the Term of this Agreement by written agreement.

Either Party may terminate this Agreement without cause upon Twenty-eight Days prior written notice. Either Party may terminate this Agreement immediately if (1) in the terminating Party’s reasonable discretion, the other Party’s continued performance hereunder might expose the terminating Party to criminal culpability or civil liability under the Law or (2) the other Party materially breaches the Agreement in a substantially similar manner, including the Driver’s repeated breach of obligations that inure to the benefit of the Other Independents

INDEMNITY

The Driver shall defend, indemnify and hold harmless the Company and the Company’s affiliates, agents, members, successors and assigns from and against any and all liabilities, claims, actions or suits resulting from (1) the Driver’s negligence or wrongful act or omission while performing hereunder and (2) the Driver’s breach hereof. The Company shall

defend, indemnify and hold harmless the Driver and the Driver's affiliates, agents, members, shareholders, directors, officers, successors and assigns from and against any and all liabilities, claims, actions or suits resulting from (1) the Company's negligence or wrongful act or omission while performing hereunder and (2) the Company's breach hereof.

The Driver hereby acknowledges that operating a Taxicab in the Territory can be dangerous and shall hold harmless the Company for any and all liability arising from or relating to any injury or death sustained by the Driver while performing hereunder. The Driver shall be solely responsible for obtaining the medical, disability, life and liability insurance and legal counsel that Driver deems necessary or prudent as an independent contractor hereunder.

The Company has no liability to the Driver for failing to make Dispatch Services available during one of Driver's Shifts, in whole or in part, regardless of the reason for such failure. The Parties shall not be liable to one another for any consequential, incidental, indirect or punitive damages (including lost profits or savings), whether know, reasonably foreseeable or otherwise.

CONFIDENTIALITY

In order to carry out the driver services set forth herein, the Company may disclose to the Driver certain technical, economic or business information that the Company considers proprietary (the "Information"). Additionally, any technical, economic or business information developed by the Driver while providing driver services to the Company hereunder and any information regarding the Party's respective performance or non-performance hereunder shall be considered Information governed by this section. The Driver agrees to keep such Information in strict confidence and not to disclose or use such Information for any purpose, except to perform the driver services contemplated herein without the prior written consent of the Company.

ASSIGNMENT

The Driver shall not assign any right or benefit under this Agreement without the express written consent of the Company, which consent shall not be unreasonably withheld. The Company may assign or otherwise encumber any right or benefit under this Agreement, including without limitation Rent, without the Driver knowledge or consent.

RELATIONSHIP OF THE PARTIES

The Parties to this Agreement are independent contractors and neither has the authority or right to act as an agent of the other Party, except in accordance with this Agreement. Both Parties shall be responsible for their own costs of doing business, including licenses and permits, taxes (including local, State and Federal payroll, with-holding and unemployment taxes) and insurance (covering professional liability and worker's compensation claims).

ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be first addressed in non-binding arbitration according to the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator chosen by the Company. The mediation arbitration shall be held in the Territory, and the arbitrator shall be bound by the express terms of this Agreement. Neither Party may institute or maintain any lawsuit, claim, or cause of action against any other Party arising out of or relating to this Agreement or any Party's performance hereunder, until the arbitrator issues a final decision in accordance herewith.

AGREEMENT

This Agreement embodies the entire agreement between the Parties and there exist no representations, warranties or agreements, written or oral, between the Parties that are not memorialized herein. This Agreement may not be altered, amended or modified except by a written document signed by the Parties. The failure of either Party to insist upon the strict observation or performance of any term hereof shall not be construed as a waiver of that Party's right to insist upon the future strict observance or performance of any provision hereof. This Agreement shall be governed by the Laws of the Commonwealth of Virginia, without regard to Virginia's conflict of laws jurisprudence, and any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be maintained only in the Circuit Court of Henrico

County, Virginia. The Indemnity and Confidentiality provisions of this Agreement shall survive its expiration or termination and remain in full force and effect. If any provision of this Agreement is held unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected.

IN WITNESS WHEREOF, the Company has executed this Driver and Dispatch Services Agreement by granting driver access to its mobile communications application.

IN WITNESS WHEREOF, the Driver has executed this Driver and Dispatch Services Agreement by willfully choosing to securely login to the Company's mobile communications application.

“Schedule A”
Dispatch Commissions

COMMISSIONS

The Driver shall pay the Company the below-specified commissions, without demand, in immediately available funds (e.g. cash, money order or certified check) at 609 Wickham St, Richmond VA 23222 or at such other address as the Company may designate from time to time.

At the conclusion of every Shift, the Driver shall pay the Company:

- Twenty Percent (20.0%) from the Gross sales within Total Manifest dispatched by the Company and serviced by Driver.
- Additional Five Percent (5%) from Gross sales for all trips ordered from Corporate Accounts dispatched by the Company and serviced by Driver.
- Additional Five Percent (5%) from Gross sales for all trips ordered from integrated Consumer Smartphone Applications.
- Additional fee of \$3.00 for any trip returned to dispatch or left un-serviced after being accepted by Driver for service.