

RIDE BID, INC.
COMMISSION AGREEMENT

This Commission Agreement (“Commission Agreement”) governs the financial relationship between you, the Vendor, and Ride Bid, Inc. (“RideBid”) with respect to commissions received from consumer users of www.ridebid.com (“Website”) and the services provided by RideBid, particularly services provided through the Website (“Website Services”) by RideBid, which owns and operates the Website. Please read this Commission Agreement carefully. By using the Website Services, you shall have affirmed consent to all of the terms specified herein and your agreement to be bound by them. As such, this Commission Agreement represents a binding agreement between you and Ride Bid, Inc.

1. General

1.1 Definitions

1.1.1 “Consumer” means any individual or entity that visits the Website. Where applicable, the term “Consumer” shall encompass all customers.

1.1.2 “Customer” means a Rider or Vendor of RideBid.

1.1.3 “No Show” means a Rider or Vendor not being at the applicable time and place designated for the Rider to be picked up by the Vendor.

1.1.4 “Rider” means any Consumer who uses the Website Services or purchases services through the Website or the Website Services.

1.1.5 “Vendor” means any driver or livery company or other licensed entity offering services to the Consumer and/or selling services to the Rider through the Website and/or Website Services.

1.1.6 “RideBid Trademarks” means any trademarks, tradenames, logos, emails, writings, and other commercial designs of RideBid or licensed to RideBid, whether or not formal registration exists.

1.1.7 “Website Material” means all of the information and content (in any format whatsoever) on the Website or transmitted via the Website Services.

1.2 By entering and using the Website and the Website Services, you agree to be bound by this Commission Agreement.

1.3 All parties explicitly agree that the use of the Website and Website Services shall be pursuant to this Commission Agreement in addition to the Terms and Conditions of Use and other applicable policies of RideBid. RideBid shall not be bound by any additional or different terms provided by any Consumer or Customer.

1.4 This Commission Agreement shall be considered and construed as a binding agreement between you and RideBid.

1.5 With respect to commissions to be received from consumer users of the Website and Website Services, this Commission Agreement comprises the entire agreement between you and RideBid, superseding any prior agreements. Please note that you may be subject to additional rules and regulations that may apply when you apply for and use the Website Services. Any such additional rules and regulations shall be explicitly referenced herein and considered as incorporated within this Commission Agreement.

1.6 This Commission Agreement specifically incorporates the RideBid Terms and Conditions of Use and Privacy and Security Policy.

1.7 This Commission Agreement applies to the Vendor, the Vendor account holder, any user associated with the Vendor account, any Vendor affiliates and/or any other party doing business in the Vendor's name.

2. Consumer Relationships

2.1 All Consumer relationships established through RideBid shall be owned by RideBid.

2.2 All Vendors are prohibited from circumventing any terms contained within this Commission Agreement, RideBid's Terms and Conditions of Use, and any other policies.

2.3 All Vendors are prohibited from attempting to avoid commissions and/or fees provided for herein.

3. Commission and Payment Terms

3.1 All funds received by Riders shall be placed into an interest-bearing account. RideBid shall retain any interest accrued on any funds obtained from Riders.

3.2 You, the Vendor, are responsible for any and all credit card fees emanating from credit card transactions related to rides obtained through RideBid and serviced by you.

3.2.1 RideBid may, in its discretion, discount this rate.

3.3 For any ride, a Vendor's Commission shall be calculated as the bid amount minus (a) a credit card clearing fee minus any applicable discount to credit card clearing fee, if any; (b) authorization fee (currently \$0.50); and (c) a bidding fee (currently \$0.25).

3.4 RideBid reserves the right to modify the Vendor Commission formula and the

fees specified therein. Any changes shall appear in an updated version of this Commission Agreement. Upon any changes being made to the Commission Agreement, you, the Vendor, will be required to accept the revised Commission Agreement to continue using the Website and Website Services.

3.5 RideBid processes transaction records weekly. From these transaction records, RideBid calculates the Vendor Commissions. All rides by a Vendor that have been fulfilled at least seven (7) calendar days prior to processing will be processed. The sum of the Vendor Commission for all weekly processed rides will thereafter be disbursed to the Vendor.

3.6 You, the Vendor, are not responsible for discounts or coupons offered by RideBid.

3.7 You, the Vendor, are not entitled to a portion of processing fees or other fees charged by RideBid.

3.8 You, the Vendor, may obtain, prior to a ride or at the point of pickup, a reasonable deposit from the Rider or a credit card number to be placed on file as a deposit against damage to the vehicle inflicted by the Rider(s).

3.8.1 RideBid will not provide the Vendor with any financial details from any Rider (such as credit card numbers).

3.8.2 RideBid shall not be responsible for any vandalism, theft or damages caused by Rider(s).

4. Cancellation Policies

4.1 Cancellation By RideBid.

4.1.1 More Than 48 Hours in Advance of Ride

4.1.1.1 *As to Vendor.* Where RideBid cancels a ride for any reason more than 48 hours prior to the scheduled ride, RideBid will credit the applicable Vendor's account with the bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees.

4.1.1.2 *As to Rider.* Where RideBid cancels a ride for any reason more than 48 hours prior to the scheduled ride, RideBid will credit the credit card used by the Rider to book the ride reservation (a) the amount paid on the credit card for the ride by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and (c) any prepaid gratuity; (d) less any coupon used. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or

exclusions remain in place.

4.1.2 More than 60 Minutes and less than 48 Hours in Advance of Ride

4.1.2.1 *As to Vendor.* Where RideBid cancels a ride for any reason less than 48 hours but more than 60 minutes prior to the scheduled ride, RideBid will credit the applicable Vendor's account with the bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees.

4.1.2.2 *As to Rider.* Where RideBid cancels a ride for any reason less than 48 hours but more than 60 minutes prior to the scheduled ride, RideBid will credit the credit card used by the Rider to book the ride reservation (a) the amount paid on the credit card for the ride by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and (c) any prepaid gratuity. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.1.3 Less than 60 Minutes in Advance of the Ride

4.1.3.1 *As to Vendor.* Where RideBid cancels a ride for any reason less than 60 minutes prior to the scheduled ride, RideBid will credit the applicable Vendor's account with the bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees.

4.1.3.2 *As to Rider.* Where RideBid cancels a ride for any reason less than 60 minutes prior to the scheduled ride, RideBid will credit the credit card used by the Rider to book the ride reservation (a) the amount paid for the ride on the credit card by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and, (c) any prepaid gratuity. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.2 **Cancellation By Vendor.**

4.2.1 More Than 48 Hours in Advance of Ride

4.2.1.1 *As to Vendor.* Where Vendor cancels a ride for any reason more than 48 hours prior to the scheduled ride, Vendor will be charged a processing fee equal to five percent (5%) of the amount of the cancelled ride. RideBid shall also retain the Vendor's bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees. Vendor will be charged all such credit card processing fees associated with the initial transaction and subsequent refund to Rider.

4.2.1.2 *As to Rider.* Where Vendor cancels a ride for any reason more than 48 hours prior to the scheduled ride, RideBid will credit the credit card used by the Rider to book the ride reservation (a) the amount paid for the ride on the credit card by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and (c) any prepaid gratuity. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.2.2 More than 60 Minutes and less than 48 Hours in Advance of Ride

4.2.2.1 *As to Vendor.* Where Vendor cancels a ride for any reason less than 48 hours but more than 60 minutes prior to the scheduled ride, Vendor will be charged the greater of (i) \$5 or (ii) twenty-five percent (25%) of the amount of the cancelled ride. RideBid shall also retain the Vendor's initial bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees. Vendor will be charged all such credit card processing fees associated with the initial transaction and subsequent refund to Rider.

4.2.2.2 *As to Rider.* Where Vendor cancels a ride for any reason less than 48 hours but more than 60 minutes prior to the scheduled ride, RideBid will credit the credit card used by the Rider to book the ride reservation (a) the amount paid for the ride on the credit card by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and (c) any prepaid gratuity. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.2.3 Less than 60 Minutes in Advance of the Ride

4.2.3.1 *As to Vendor.* Where Vendor cancels a ride for any reason less than 60 minutes prior to the scheduled ride, Vendor will be charged the greater of (a) \$20 or (b) fifty percent (50%) of the amount of the cancelled ride. RideBid shall also retain the Vendor's bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees. Vendor will be charged all such credit card processing fees associated with the initial transaction and subsequent refund to Rider. Vendor will also be assessed a Strike per Terms and Conditions of Use .

4.2.3.2 *As to Rider.* Where Vendor cancels a ride for any reason less than 60 minutes prior to the scheduled ride, RideBid will credit the credit card used by the Rider to book the ride reservation (a) the amount paid for the ride on the credit card by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and (c) any prepaid gratuity. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.2.3.3 No-Show: Vendor may be considered a no-show if they are not at the pickup location of the accepted bid at the pickup time of the accepted bid. A no-show is subject to the less than 60 minutes in advance of ride cancellation terms.

4.3 **Cancellation By Rider.**

4.3.1 More Than 48 Hours in Advance of Ride

4.3.1.1 *As to Vendor.* Where Rider cancels a ride for any reason more than 48 hours prior to the scheduled ride, RideBid will credit the applicable Vendor's account with the bid fee associated with the cancelled ride. There shall not be any credit or refund of credit card processing fees.

4.3.1.2 *As to Rider.* Where Rider cancels a ride for any reason more than 48 hours prior to the scheduled ride, RideBid will credit the Rider's credit card with (a) the amount paid for the ride on the credit card by the Rider; and (b) any prepaid gratuity. RideBid shall retain the processing fee of 5% of the amount paid to reserve the ride. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.3.2 More than 60 Minutes and less than 48 Hours in Advance of Ride

4.3.2.1 *As to Vendor.* Where Rider cancels a ride for any reason less than 48 hours but more than 60 minutes prior to the scheduled ride, RideBid will credit the applicable Vendor's account forty percent (40%) of the amount of the ride plus the Vendor's bid fee. There shall not be any credit or refund of credit card processing fees.

4.3.2.2 *As to Rider.* Where Rider cancels a ride for any reason less than 48 hours but more than 60 minutes prior to the scheduled ride, RideBid will credit the Rider's account with (a) fifty percent (50%) of the difference of any coupon amount used and the amount paid for the ride and (b) any prepaid gratuity. RideBid shall retain the processing fee of 5% of the amount paid to reserve the ride. Any credit applied toward the original ride will remain a credit that may only be used towards future rides booked through the Website. All original expiration dates or exclusions remain in place.

4.3.3 Less than 60 Minutes in Advance of the Ride

4.3.3.1 *As to Vendor.* Where Rider cancels a ride for any reason less than 60 minutes prior to the scheduled ride, RideBid will credit the applicable Vendor's account seventy-five percent (75%) of the amount of the ride plus the Vendor's bid fee. There shall not be any credit or refund of credit card processing

fees.

4.3.3.2 *As to Rider.* Where Rider cancels a ride for any reason less than 60 minutes prior to the scheduled ride, RideBid will charge the Rider with (a) one hundred percent (100%) of the amount paid for the ride by the Rider; (b) a processing fee equal to 5% of the amount paid for the ride by the Rider; and (c) any prepaid gratuity.

4.3.3.3 *No Show.* A Rider shall be considered a “No Show” if the Rider is not visibly present at the applicable time and location designated for the Rider to be picked up by the Vendor in the accepted bid. A No-Show is subject to the less than 60 minutes in advance of ride cancellation terms.

5. General Provisions

5.1 **Entire Agreement.** The Parties agree that this Commission Agreement, in conjunction with RideBid’s Terms and Conditions of Use and Privacy and Security Policy, constitutes the full and complete understanding among them with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements, or representations by or among the Parties, written or oral, which may have related to the subject matter hereof in any way. Any disagreement between this Commission Agreement and the Terms and Conditions of Use shall be controlled by the Terms and Conditions of Use.

5.2 **Savings Clause.** In the event that any provision of this Commission Agreement is held to be void or unenforceable by a Court of competent jurisdiction, the remaining provisions of this Commission Agreement shall nevertheless be binding upon the Parties with the same effect as though the void or unenforceable part had been deleted. Further, any provision held to be void or unenforceable by a Court of competent jurisdiction shall be construed, if possible, to give effect to the Parties’ intent. The Parties agree that any such provision, in its form so modified by the Court, shall then be enforceable and shall be enforced.

5.3 **Paragraph and Section Headings.** Paragraph and Section headings are for convenience only and shall not be used to construe this Commission Agreement or otherwise be given any legal effect.

5.4 **Reasonableness.** The Parties have read each of the terms in this Commission Agreement and consider each of them, including all subparts, to be reasonable.

5.5 **Indemnification.** Any Consumer of the Website and/or Website Services shall indemnify and hold RideBid, the owners and operators of RideBid, as well as their officers, agents, directors and employees harmless, against any and all expenses and/or losses, including reasonable attorney’s fees, made by any third party due to or arising from the use of the Website or Website Services; from information submitted, electronically received, viewed, printed, downloaded or transmitted through the Website and/or your connection to the Website; your violation of this Commission Agreement, the Terms and Conditions of Use, or any other

agreement between you and RideBid; or your violation of any rights of any other person or entity.

5.6 **Waiver.** No waiver of any breach of any provision of this Commission Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

5.6.1 No employee, agent or representative, including without limitation a customer service representative, of RideBid shall be entitled to waive any term of this Commission Agreement.

5.7 **Applicable Law.** The Terms and Conditions shall be construed and enforced in accordance with the laws of the State of Nevada and the venue for any action, dispute or proceeding with respect to this Agreement shall be Clark County, Nevada.

5.8 **Arbitration.** Any dispute arising from this Commission Agreement shall be submitted to binding arbitration within Clark County, in the State of Nevada before an arbitrator approved by and subject to the rules of the American Arbitration Association. Arbitration shall be the sole means of dispute resolution arising under this Commission Agreement.

5.9 **Incorporation Clause.** This Commission Agreement incorporates the terms provided for in the Terms and Conditions of Use, the Privacy and Security Policy, and any additional agreements between you and RideBid identified in the Terms and Conditions.

5.10 **Notices.** Notices by RideBid to you may be given by means of electronic messages through the Website, by a general posting on the Website, or by conventional mail. Notices by you to the Website may be given by electronic messages, conventional mail, telephone or fax, unless otherwise specified in these Terms and Conditions of Use, at the following contacts:

RideBid, Inc.
175 East Sahara Avenue
Suite 490-575
Las Vegas, Nevada 89104
U.S.A.

Email: legal@ridebid.com

5.11 **Restricted Locations.**

5.11.1 The Website and Website Services may not be accessed, viewed, downloaded or otherwise received in any country or location in which doing so would, or could be deemed a violation of any law, regulation, rule, ordinance, edict or custom.

5.11.2 The Website may not be used by and is not directed at any country or

region currently embargoed by the United States. By downloading or using software provided on the Website, you agree to the foregoing and you warrant that you are not located in, or under the control of, or a national or resident of any such country or region.