



AFFILIATE SERVICE PARTNER AGREEMENT

SERVICE PARTNER AGREEMENT made and entered into as of _____ by and between Accent/ Johnston Limousine, Inc. dba AJL International hereinafter referred to as AJL International, a Texas corporation, with its principal place of business at 1930 West Airfield Drive, Building D, Suite # 500 and _____, hereinafter referred to as (“Service Partner”).

NOW, THEREFORE, the parties hereto hereby agree follows:

1. **ENGAGEMENT.**

(a) AJL International hereby engages Service Partner to provide chauffeured transportation services to AJL International customers in the Service Partner Territory, and Service Partner hereby agrees to render such transportation to AJL International customers, in accordance with the terms and conditions of this Agreement. From time to time, if Service Partner’s own clients request services outside of the Service Partner Territory, the Service Partner may engage AJL International to provide such transportation services to their customers and AJL International hereby agrees to render such transportation to Service Partner customers, on an as needed basis, in accordance with the terms and conditions of this agreement.

(b) Both AJL International and Service Partner hereby agree that their engagement of each other to render transportation services described in subsection (a) above shall be on a non-exclusive basis. Service Partner agrees that the AJL International customers for whom it will provide Services hereunder are and shall remain AJL International’s customers and not be solicited to do business with the service provider except as directed by AJL International. Furthermore, AJL International agrees that the Service Partner customers for whom it may provide transportation services for shall not be solicited to do business directly through AJL International except as directed by the Service Partner’s requests.

2. **SERVICE PARTNER OBLIGATIONS.**

- (a) All Service Partner Drivers shall maintain a neat and professional appearance.

When in the presence of AJL International Customers, such Drivers must wear a dark colored business suit and properly knotted tie, white dress shirt, and dark dress shoes and socks. All clothing must be clean.

- (b) Service Partner shall insure that all Service Partner Drivers use clean and well-maintained vehicles, which are in excellent working condition. Vehicle must be vacuumed and washed daily.

In the event of a vehicle problem or breakdown, Service Partner shall take all necessary action to ensure the safety of the AJL International Customer and immediately dispatch a replacement vehicle for such AJL International Customer at no additional cost to AJL International or the passenger. If replacement service is not provided within thirty (30) minutes of vehicle problem or breakdown, Service Partner shall not charge AJL International for the trip.

- (c) Prior to any scheduled trip for an AJL International Customer, Service Partner

shall ensure that the Service Partner Driver performing the trip has mapped out the best and most efficient route for the trip from the pick-up point to the destination. Service Partner Drivers shall be at the pick-up location at least fifteen (15) minutes before the scheduled departure time. Service Partner shall be responsible for updating all airline flights and informing Service Partner Drivers of same prior to pick-up. As a penalty for late performance, AJL International shall receive a credit equal to the value of the trip at the AJL International Travel Rates and such other documented expenses incurred by AJL International which are attributable to such late performance.

- (d) Service Partner shall instruct Service Partner Drivers to confirm the drop off

location with AJL International Customers immediately following a pick-up. Service Partner Drivers shall be courteous to AJL International Customers and shall be instructed to always help AJL International Customers with their luggage. Service Partner Drivers shall not engage in conversation with AJL International Customers in the vehicle except when initiated by the AJL International Customer. Service Partner shall be responsible

for insuring that all Service Partner Drivers keep confidential and not disclose to anyone any conversations which they may overhear in their vehicles in the performance of a trip.

(e) Service Partner agrees to give AJL International notice of any problems which may occur with respect to any trip at the time that the problem arises. Such problems may include, but are not limited to, driver lateness, inability to sight customer, missed pick-ups, canceled airline flights and customer complaints. Service Partner shall also give AJL International immediate notice of all accidents and serious incidents. In the event of an accident, Service Partner shall obtain a copy of the police report and promptly deliver same to AJL International. AJL International shall give Service Partner notice of any complaints it receives from its customers within twenty-four (24) hours of such receipt. Service Partner hereby agrees to promptly respond to such complaints to AJL International within twenty-four (24) hours from its receipt of the complaint.

(f) Service Partner hereby represents and warrants that it shall at all times comply with all applicable federal, state and municipal laws, and the regulations of the respective regulatory bodies having jurisdiction over or applicable to Service Partner, its motor vehicles or equipment, its employees, the Service Partner Drivers and the Services to be provided hereunder. Service Partner represents that it is experienced in and thoroughly familiar with all aspects of the Services required hereunder, the Service Partner Drivers and other personnel engaged by Service Partner are qualified to provide such Services, and that it is adequately staffed, organized, and financially capable of performing the Services in the volume and level required hereunder.

3. **PAYMENT AND BILLING.**

(a) Service Partner shall provide AJL International, by email to accounting@ajlinternational.com within twenty-four (24) hours of completion of a trip for an AJL International Customer, with an invoice detailing the aggregate charges incurred in connection with such trip. Based upon

Service Partner's invoice, AJL International shall pay Service Partner for such trip by company check within 30 days of invoice.

4. **INSURANCE.**

Service Partner shall maintain in full force and effect an insurance policy or policies protecting Service Partner, AJL International and their respective officers and employees against any loss, liability or expense whatsoever from personal injury and property damages, arising out of or in connection with the performance of Services by Service Partner hereunder. AJL International shall be named as an additional insured in such policy or policies. Such policy or policies shall be written by a national insurance company acceptable to AJL International. Within thirty (30) days of execution of this Agreement, Service Partner shall furnish AJL International with certificates of insurance showing compliance. The certificates shall state that the policy or policies will not be cancelled or amended without at least thirty (30) days' notice to AJL International. The certificate shall also list AJL International as an additional insured shown as follows:

AJL International

1930 West Airfield Drive D#500

Dallas, TX 75261

5. **RESTRICTIVE COVENANTS.**

Service Partner hereby agrees that during the Term and for a period of one (1) years thereafter, it will not:

solicit, nor cause or permit its employees, officers, directors, shareholders, Service Partner Drivers, Farm-Outs, Farm-Out Subcontractors, Service Partners or any other party related to it (collectively, "Related Parties") to solicit, any AJL International Customer for the Services on behalf of any transportation service company or entity other than AJL International, and it will not provide, or cause or permit any such Related Party to provide Services to any AJL International

Customers, except on behalf of AJL International and in accordance with the terms of this Agreement; or

Employ or engage, or seek to employ or engage, any person or entity employed or engaged by AJL International including, without limitation, independent contractor drivers used by AJL International, without the prior written consent of AJL International, or otherwise induce any such person or entity to leave his or its employment or engagement.

6. **GOVERNING LAW AND JURISDICTION.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws. The parties hereto each hereby irrevocably submit to the exclusive jurisdiction and venue of any Texas State or Federal court sitting in the State, County and City of Dallas in any suit, action or proceeding arising out of or relating to this Agreement and each agrees that service of process upon it by prepaid first class mail (certified/return receipt requested) at its address set forth above shall be good and sufficient service.

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

AJL International

Date

Affiliate Company Name

Printed Name

Position

Sign Name

Date

INITIALS _____