



THIS AGREEMENT entered into as of \_\_\_\_\_, 2016 (the “Effective Date”) by and between GroundLink Holdings, LLC, a Delaware corporation, (hereinafter referred to as “Company”), located at: 134 West 37<sup>th</sup> Street, 2<sup>nd</sup> floor, New York, NY 10018, and \_\_\_\_\_ (hereinafter referred to as “TRAVEL AGENCY”), with its principal office at \_\_\_\_\_ **(hereinafter referred to as the “Parties”).**

WHEREAS, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

### **1. Company Service**

- 1.1 During the Term, Company will provide scheduled car service at a specific date and time, between specific pick-up and drop off locations, as designated by TRAVEL AGENCY and its clients.
- 1.2 Company may enter into agreements with third parties to provide services on its behalf in connection with the subject matter of this Agreement; provided, however, that all restrictions on confidentiality, TRAVEL AGENCY Data, and intellectual property ownership set forth herein will apply to such third parties to the same extent they apply to Company. Company shall be responsible to TRAVEL AGENCY for all acts and omissions of any persons performing any part of Company’s responsibilities under this Agreement. Any breach of this Agreement by any such person shall be deemed breach of this Agreement by Company. In the event Company sub-contracts a service, Company shall ensure the sub-contractor is reputable and carries adequate insurance coverage.
- 1.3 Company will create a TRAVEL AGENCY account created by company. TRAVEL AGENCY will be able to book via phone, web, mobile, Deem Ground or Groundspan.
- 1.4 For corporate accounts referred by TRAVEL AGENCY, Company will tag TRAVEL AGENCY so that TRAVEL AGENCY will earn commissions on those accounts.
- 1.5 Company shall use commercially reasonable efforts to resolve TRAVEL AGENCY service issues within 24 hours of notice of such issues. All issues will be handled by a designated problem resolution team.
- 1.6 Company shall provide publicly available fares to TRAVEL AGENCY.
- 1.7 Company agrees to provide TRAVEL AGENCY with a five percent (5%) commission on base rate of all completed jobs that originate from TRAVEL AGENCY or its clients. Existing Company accounts will not be commissionable.
- 1.8 Company will send a commission check once a month for the applicable referral bonus approximately 5 days after the 15<sup>th</sup> of each month for the previous month, when commissions earned exceed our \$50 payment minimum. If commissions earned do not reach the \$50 minimum, they are rolled over until such future month when they exceed \$50.

## **2. TRAVEL AGENCY Obligations**

2.1 Communication of Relationship with Company to TRAVEL AGENCY personnel and TRAVEL AGENCY client base.

2.2 Regular meetings with Company to discuss business planning items, including revenue generating or cost saving opportunities.

2.3 Reasonable efforts to provide ongoing facilitation and communication to Company's Sales Department, as it relates to relevant TRAVEL AGENCY activities and events.

2.4 Company involvement at TRAVEL AGENCY meetings / conferences / events with targeted clients.

2.5 Reasonable efforts to connect Company's sales teams with TRAVEL AGENCY agents, account managers and other relevant personnel.

## **3. Term and Termination**

3.1 Term. The initial term of this Agreement shall be for a period of two (2) years effective \_\_\_\_\_. Thereafter the agreement will automatically renew for one (1) year terms unless either party terminates by providing notice 30 days before the end of the then current term.

3.2 Termination. Either party may terminate this Agreement prior to the expiration date without cause for any reason and without penalty. The party exercising the right of termination shall provide the other party with sixty (60) days prior written notice stating the intent to terminate this Agreement. In the event of such termination, the termination shall be effective upon the expiration of said 60-day period, whereupon neither party shall have any further rights or obligations under this Agreement except any accruing prior to the date of termination, including, without limitation, the obligation of Company to honor any reservation made and paid for prior to the termination.

## **4. Confidential Information and Publicity**

**4.1 Protection of Confidential Information.** Each party shall hold all confidential information of the other party in strict confidence and shall not disclose any confidential information to any third party. The parties shall disclose the confidential information of the other party only to its respective employees, contractors, and agents who need to know such information for the purposes of performing their respective obligations under this Agreement and who are bound in writing by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Neither party shall use any confidential information of the other party for the benefit of itself or any third party or for any purpose other than performing its obligations under this Agreement. Each party shall use the same degree of care that it uses to protect its own confidential and proprietary information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the confidential information of the other party. Each party shall immediately notify the other party if it has reason to believe that any person who has had access to such party's confidential information has violated or intends to violate the terms of this agreement or otherwise use or disclose any confidential information of the other party, and shall cooperate with the other party in seeking injunctive, or other equitable

against any such person. Neither party shall make any copies of the confidential information of the other party except to the extent reasonably necessary to perform its obligations under this Agreement, or unless otherwise approved in writing in advance by the other party.

**4.2 Press Releases.** Either Party may issue a press release or public statement with respect to this Agreement or the relationship of the parties upon prior written notice to Company, provided however that Company shall have the right to review and approve the contents of any such press release or public statement prior to publication.

## **5. Representations and Warranties**

**5.1 Warranties and Covenants.** Each party represents and warrants that it has the full power and authority to enter into this Agreement, and that the person signing on its behalf is duly authorized to do so. Company and TRAVEL AGENCY represent and warrant that neither party will advertise or promote the other's logo in a manner that contains material that is defamatory, slanderous, libelous, or obscene, portray any person in a false light, constitute an invasion of any right to privacy or an infringement of any right to publicity, or otherwise violate any rights of any third party.

**5.2 Marks** The Parties shall have the right to use each other's trademarks, service marks, trade names, logo, and trade dress ("Trademark") in advertising, marketing and promotional materials. The Parties shall have ten (10) business days to review, approve or disapprove the materials. The Parties' consent of the materials must be obtained in writing before any final approval can be deemed granted. The Parties shall amend or cause to be amended to the satisfaction of each other and materials not approved by TRAVEL AGENCY or Company in the manner that TRAVEL AGENCY or Company shall thereafter direct.

## **6. Miscellaneous**

**6.1 Governing Law; Jurisdiction.** This Agreement is to be construed in accordance with and governed by the laws of the State of New York, without giving effect to its conflict of laws rules. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought only in the state or federal courts of New York, New York. Each of the parties irrevocably consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

**6.2 Assignment.** This Agreement may not be assigned, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party; provided however, that either party may, without obtaining prior consent, assign or otherwise transfer this Agreement or any of its rights or obligations hereunder in the case of a Change of Control (as defined below). Any purported assignment, sale, transfer, delegation or other disposition by either party, except as permitted herein, shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. A "Change of Control" means (a) a merger, consolidation or other reorganization of a party, if the individuals and entities who were stockholders (or partners or members or others that hold an ownership interest) of the party immediately prior to the effective date of the transaction have "beneficial ownership" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of less than fifty percent (50%) of the total combined voting power for election of directors (or their equivalent) of the surviving entity following the effective

date of the transaction; (b) an acquisition by any entity or group of direct or indirect beneficial ownership in the aggregate of then issued and outstanding securities (or other ownership interests) of a party in a single transaction or a series of transactions representing in the aggregate fifty percent (50%) or more of the total combined voting power of the party, or (c) a sale of all or substantially all of a party's assets.

AGREED TO BY:

**TRAVEL AGENCY**

**GroundLink Holdings, LLC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date : \_\_\_\_\_

Date: \_\_\_\_\_