

ASAPCOACH™

Worldwide Chauffeuring

Affiliate Terms & Conditions

Version 1.0

Qualifications and Requirements:

- Affiliates should comply with all ASAPCOACH Terms & Conditions outlined in the Affiliate Terms & Conditions agreement.
- Affiliates must comply with all local, state, and federal laws, licensing, codes, ordinance, and registration requirement that apply to the services, and to its business.
- Affiliates should maintain their business in good standing and not become subject to any bankruptcy procedures, and tax liens.
- Affiliates must have minimum valid business insurance in the state where they are operating their business.
- Affiliates should provide ASAPCOACH with an insurance certificate, within 15 days after submitting the affiliate application, and upon each renewal.

Affiliate Status and Responsibilities:

- Affiliates are independent operators and not employees or agents of ASAPCOACH
- Affiliates are responsible to maintain all equipments and material required to perform the services mentioned in Affiliate Terms & Conditions contract. This includes but not limited to vehicles, fuel, tolls, parking fees, and tickets.
- Affiliates are responsible for any and all taxes that apply to the Services and its operations and all insurance and other costs related to the Services, its vehicles, and its business.

Services Fees and Gratuities:

- ASAPCOACH will collect the Service fees from the customers for all service orders and referrals. Your payment of any service call or referral will be subject to ASAPCOACH receiving full payment from the customer(s).
- ASAPCOACH will report the Service Fees associated with a service call in an applicable service order.
- Affiliates should not permit its drivers to ask or expect a gratuity from an ASAPCOACH client. Upon drop off, Affiliate driver will inform the client that ASAPCOACH has already added a 20% gratuity to its bill.
- If the client 'hand tips' your driver, please inform ASAPCOACH call center immediately. In the event the client informs us that he/she did not intend to provide an 'extra bonus', the 'hand tip' will have to be returned.
- ASAPCOACH has biweekly billing cycles. First payment goes out on the 1st of each month and second payment goes out on 16th of each month. Affiliates should make sure to bill us at least 7 days before the start of the billing cycle, to get their payments in that billing cycle.

Referral Fees:

- ASAPCOACH will pay its Affiliates a commission for Services provided by ASAPCOACH if such clients are referred to ASAPCOACH by such Affiliates, provided such clients do not have an established account with ASAPCOACH and ASAPCOACH has received full payment. Participant will receive ten percent (10%) 'Referral Commission' of "Base Rate" for Qualifying Purchase(s). 'Base Rate' means the gross sales price less gratuities, taxes, discounts, credits, credit card processing fees, refunds, and charge backs.
- ASAPCOACH will pay its Affiliates the accrued Referral Commissions within thirty (30) days after the end of each calendar month, provided total commissions due for each such month exceed Twenty-Five Dollars (\$25). For any calendar month in which your referral Commissions are less than \$25, then ASAPCOACH may either pay the same or defer paying Referral Commissions to the next Calendar Month in which cumulative Referral Commissions exceed \$25.

ASAPCOACH Standards and Conduct:

- Affiliate and its drivers must always be on time. If this is not possible, the Affiliate's driver, must contact his/her dispatch center (or in some cases ASAPCOACH) as soon as he/she knows they are running late by 10 or more minutes and provide an exact ETA.
- The Affiliate and its driver should not underestimate the ETA to make it sound as if it is closer. If you are already running late, please do not compound the problem with false promises.
- Affiliate's drivers must always act in a professional and courteous manner.
- Unless directed otherwise by the client in advance, business casual is acceptable.
- Affiliate's drivers must always be well groomed with a clean and professional general appearance.
- Affiliate's drivers shall greet the clients outside of the car, and say "good morning, good afternoon etc" then introduce him/herself and ASAPCOACH. Finally, Affiliate's driver should offer to assist the client with his/her bags and ask if there is anything he/she can assist the client with.
- Affiliate and its drivers shall not solicit the client with its own business card or rates. Such an action is absolutely prohibited, and unethical, and will cause ASAPCOACH to immediately terminate its relationship with the Affiliate.
- Affiliate and its drivers may not speak to the client unless addressed by the client.
- Affiliate and its drivers should provide reading material (such as mass market newspapers and magazines) for the client to read.
- Affiliate's drivers should always open the car door for client(s), unless directed otherwise.
- Affiliate's drivers should always assist the client into the car before loading luggage, especially with inclement weather, unless directed otherwise.
- Affiliate's drivers should possess good manners and must be friendly, courteous and helpful with luggage (or other large items) to and from its vehicle. If driving them to their vehicle, the Affiliate driver should take the time, and make sure to transfer the client's luggage into his/her trunk and wait for them to get their vehicle started (particularly in bad weather).
- Affiliate and its drivers shall study any assigned route to and from an assigned pick-up prior to pickup to ensure a timely, accurate, and efficient ride.
- In the event that your car is incapacitated and you cannot begin or complete your service order, Affiliate's driver should call his/her local dispatch center, as well as call ASAPCOACH immediately.
- In the event of an accident, Affiliate's drivers shall call the police immediately. After all safety precautions have been addressed, Affiliate shall call ASAPCOACH so that we can assist the client with further transportation.

Service Request Procedures:

- Upon ASAPCOACH receipt of a client order, it will issue a service request to one or more Affiliates by fax or email. ASAPCOACH will select an Affiliate for a client order, based upon geography, client satisfaction record, rates, equitable distribution and other factors.
- The service request will provide the following information:
 - Pick-up and drop-off locations
 - Proposed Fee
 - Time and date of pickup

Upon an Affiliate's acceptance of the service request, a service order will be issued by ASAPCOACH. The service order will bear the same information contained in the service request and will include client information that will help the Affiliate to fulfill the service, as well as any additional Terms & Conditions of sale.

- Once an Affiliate receives a service order it will be its responsibility to provide ASAPCOACH with an acceptance within one hour. If ASAPCOACH does not receive an acceptance of a service order, it will issue a new service request to another Affiliate.

Ride Fulfillment Procedures:

- After Affiliate's completion of a service order, it should notify ASAPCOACH and confirm that the service order has been closed. Timely payment for your services may be effected if you fail to close your service order.
- Under no circumstances shall an Affiliate do request or accept payment directly from a client. Any attempt to do so will be a direct breach to the Terms & Conditions of the Affiliate Agreement and will cause ASAPCOACH to terminate your Affiliate status and seek legal recourse.

Rate Management Process, Affiliate Profile Management:

- An Affiliate shall maintain its Affiliate profile with ASAPCOACH Each Affiliate profile will provide ASAPCOACH with the rate structure for the applicable Affiliate.

Vehicle Maintenance & Appearance:

- All Affiliate vehicles must be clean inside and out before any client pickup.
- With the exception of a company sign keep, Affiliate's shall keep their vehicle dashboards free of any clutter.
- All Affiliate vehicles must be without any material dings, body marks or scratches.
- Affiliate vehicles must be fully functional before any client pick-up, including operational heater, air conditioner, windows, doors and lighting.