TRANSPORTATION SERVICES AGREEMENT

GIM Ride-along Transportation LLC

This Transportation Services Agreement ("Agreement") is entered into by and between GIM Ride-along Transportation LLC and the individuals or entities receiving transportation services (collectively referred to as the "Parties").

Provider:

GIM Ride-along Transportation LLC 6203 Browning Drive, Columbus, GA 31907 (706)478-7188 <u>gimtransport15@gmail.com</u> Owner & Operator: Irma Mason

- 1. Services
 - → 1.1 Scope of Services: Provider agrees to provide transportation services as described in Exhibit A hereto ("Services").
 - → 1.2 Performance Standards: Provider shall perform the Services in a professional manner, complying with all applicable laws and regulations.
- 2. Terms and Termination
 - → 2.1 Term: This Agreement is based on pre-paid services and shall commence on the Effective Date and continue until the Agreement is defaulted by the Client or unless terminated earlier in accordance with this Agreement.
 - → 2.2 Termination for Convenience: Either Party may terminate this Agreement for any reason without verbal or written notice.
 - → 2.3 Termination for Cause: Either Party may terminate this Agreement immediately if the other Party breaches any material term and fails to remedy the breach within 3 days of receiving notice.
- 3. Compensation: Payment & Prepayment
 - → 3.1 Fees: Client agrees to pay Provider the fees as set forth in Exhibit B.
 - → 3.2 Payment Terms: Client agrees to pay Provider as set forth in Exhibit B.
 - → 3.3 Default: Any financial obligations of the Client to the Provider shall become due immediately, without demand or notice
 - → 3.4 Expenses: Client shall reimburse Provider for any pre-approved out-of-pocket expenses incurred in the performance of the Services.
 - → 3.5 Refunds: Client understands that no refunds will be given if services are not provided due to any fault of their own, including missing any pick up, drop off and departure times or being at the wrong pickup

- 4. Liability
 - → 4.1 Limitation of Liability: Neither Party shall be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement. Provider's total liability for any claim arising out of or related to this Agreement shall not exceed the total amount paid by Client to Provider in the 12 months preceding the claim.
 - → 4.2 Indemnification: Each Party agrees to indemnify, defend, and hold harmless the other Party from any claims, damages, losses, or expenses arising out of the indemnifying Party's negligence or willful misconduct.
- 5. Data Privacy
 - → 5.1 Compliance with Laws: Both Parties agree to comply with all applicable data protection and privacy laws and regulations.
 - → 5.2 Data Use: Provider shall only process personal data as necessary to perform the Services and as instructed by Client.
 - → 5.3 Data Security: Provider shall implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage.
 - → 5.4 Breach Notification: Provider shall notify Client without undue delay upon becoming aware of a personal data breach affecting Client's data.
- 6. Confidentiality
 - → 6.1 Definition: "Confidential Information" means any non-public information disclosed by one Party to the other Party that is marked as confidential or that should reasonably be understood to be confidential.
 - → 6.2 Obligations: Each Party agrees to use the Confidential Information only for the purpose of performing its obligations under this Agreement and to protect such information from unauthorized use or disclosure.
 - → 6.3 Exclusions: Confidential Information does not include information that is (i) publicly available, (ii) already in the receiving Party's possession without breach of any obligation, (iii) independently developed, or (iv) rightfully obtained from a third party.

7. Miscellaneous

→ 7.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Georgia, without regard to its conflict of laws principles.

7.2 Dispute Resolution: The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations among the parties. If

the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure:

- Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.
- → 7.3 Entire Agreement: This Agreement, including all exhibits, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings.
- → 7.4 Amendments: No amendment to this Agreement shall be effective unless in writing and signed by both Parties.
- → 7.5 Assignment: Neither Party may assign this Agreement without the prior written consent of the other Party.
- → 7.6 Notices: All notices required or permitted under this Agreement shall be in writing and delivered to the addresses set forth above.
- → 7.7 Amendment. This Agreement may not be amended without the written approval of the Provider.

Exhibit A: Description of Services

GIM Ride-along Transportation LLC will provide one way or round trip van transportation services from Columbus, Georgia to employees of the Kia Plant, Powertech America, Hyundai Transys Seating and Hyundai Steel America.

- Columbus pick up/drop off locations:
 - Walmart Supercenter 3515 Victory Dr, Columbus, GA 31903
 - Rose's Discount store 3200 Macon Rd Suite 400, Columbus, GA 31906
- West Point Plant pick up/dropoff locations:
 - Kia 7777 Kia Pkwy, West Point, GA 31833
 - Powertech America
 6801 Kia Pkwy, West Point, GA 31833
 - Hyundai Transys Seating 3735 Kia Pkwy, West Point, GA 31833
 - Hyundai Steel America 6501 F
 - 6501 Forte Rd, West Point, GA 31833

Exhibit B: Fees and Payment Terms

Payments and fees are to be in full in the legal currency of the United States. Unless otherwise stated or agreed upon by the passenger and GIM Ride-along Transportation LLC, fees are to be paid at the beginning of each occasional trip (unless otherwise agreed upon) or paid during the beginning of the work week or after the work week once the passenger has been paid. The Client can pre-pay in advance. Payments and fees

can be made in cash or other agreed upon methods. Any invoices issued, whether daily, weekly or monthly, are payable within 3 days of receipt. No refunds will be given if services are not provided due to any fault of their own, including missing any pick up, drop-off and departure times or being at the wrong pickup

Unless otherwise stated, all payments and fees are due immediately, without demand or notice. If any payment obligation is not paid when due, the Provider can decline to provide further services and seek collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

Rates for transportation are as follows:

- 2 trips per day (round trip service to and from work): \$ 85.00 per week
- 1 trip per day (only needs a ride to and from work): \$ 20.00 per day
- Occasional (charged per one-way trip) <u>\$ 10.00 per day</u>

IN WITNESS WHEREOF, the Parties have executed this Agreement and delivered in the manner prescribed by law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY ACKNOWLEDGING THIS RELEASE AT CHECKOUT, I VOLUNTEER TO ENTER INTO THIS AGREEMENT.