DIGITAL MARKETING COSORTIUM, INC.
VEHICLE USE AGREEMENT

# introduction & purpose

The purpose of this Vehicle Use Agreement (the “Vehicle Agreement”) is to ensure the safety of Digital Marketing Cosortium, Inc.’s (“DMC” or “(the) Company”) employees (along with any passengers) who drive vehicles owned/leased by DMC (“Company Vehicle(s)”), or who drive their own vehicles while on Company-related business (“Personal Vehicle(s)”). [*As used in this Agreement, the term “Vehicle(s)” may refer to either or both a Company Vehicle or your Personal Vehicle, as context may dictate.*]

Vehicular accidents are extremely costly to any business, and even more importantly they could result in death or injury to you or others. Likewise, depending upon the circumstances, accidents can result in legal liability to you and DMC. If you drive any Vehicle while on business for DMC, therefore, you must always operate the Vehicle safely, defensively, and in compliance with all applicable laws.

DMC reserves the right, in its sole discretion, to revoke your privilege to drive Vehicles on Company-related business.

# vehicle use requirements

## Valid Driver’s License

Under no circumstances are you permitted to operate a Vehicle while you’re engaged in business for DMC unless you have a valid California driver’s license. You must always have your license with you when you are operating a Vehicle on Company-related business.

If, for any reason, your driver’s license is suspended or revoked, you may no longer drive any Vehicles to perform any business on DMC’s behalf. In the event of such a suspension or revocation, therefore, you must, within one business day, provide Peter Parker with written notification of your suspension or revocation, and your notice to Peter Parker must include the details surrounding the loss of your driving privileges.

## Mileage

There may be times when you will use your Personal Vehicle for business-related purposes. In such cases, you will be reimbursed for all business-related miles driven at the then current Internal Revenue Service standard mileage rate. The per mile rate of reimbursement shall fully compensate you for all costs associated with any business-related use of your Personal Vehicle. For that reason, you should not expect to be reimbursed for any *other* of your Personal Vehicle-related expenses, such as maintenance, wear and tear, parking/traffic fines, towing charges, or car washes.

## Safe Operation

While you’re driving on DMC-related business, you must operate Vehicles in a safe and lawful manner. This means that you must *always*: (i) maintain a safe speed; (ii) wear your seat belt and require passengers, if any, to wear their seat belts; (iii) drive carefully and conservatively, especially in hazardous conditions; and (iv) abide by all other traffic and safety laws.

Your compliance with the above-referenced requirements also means that you must *never*: (a) drive aggressively or recklessly; (b) drive while impaired by alcohol, drugs, prescription medications, or fatigue; (c) drive while fatigued, or while texting, emailing, or surfing the Internet; (d) drive while talking on a mobile phone unless you are doing so carefully and through the use of a legal hands-free device; (e) drive with headphones covering both of your ears; or (f) store or transport dangerous or flammable materials (unless your job duties require you to do so, and then only if you’ve received training regarding the safe storage or transport of such materials).

## DUIs / DWIs

You may never drive a Vehicle while on DMC-related business following your citation, arrest, or conviction for or under any statute related to driving under the influence of alcohol or drugs, or driving while impaired/intoxicated, without Peter Parker’s express written permission.

In addition, you must, within one business day of your arrest or citation for or under any statute related to driving under the influence of alcohol or drugs, or driving while impaired/intoxicated, provide Peter Parker with written notification of the arrest or citation.

Likewise, within one business day of your guilty plea or conviction for driving under the influence, driving while impaired/intoxicated, or for a “wet reckless” infraction, you must provide Peter Parker with written notification of the plea or conviction.

## Accidents

In the event of an accident involving your use of a Vehicle while on Company-related business, you must strictly follow all applicable laws, including trading information with the other driver(s), or if reasonable under the circumstances, remaining at the scene until the police arrive.

You must then, within one calendar day of the accident, communicate the details of the accident in writing to Peter Parker and cooperate with DMC in any subsequent investigation of the facts surrounding the accident.

In addition, if you are ever involved in an accident while on Company-related business, you must: (i) refrain from discussing the accident with anyone at the scene except the police; (ii) never accept responsibility for the accident (it is sufficient to just provide the facts to the police when questioned); and (iii) avoid arguing with anyone about the facts surrounding the accident.

*Notwithstanding your obligation after an accident to trade information with the other driver(s) or wait for the police to arrive, if, in your reasonable opinion at the time, pulling over, waiting for the police, or getting out of the Vehicle will place you in a dangerous situation, or if you otherwise fear for your safety, then you should immediately do one or all of the following: (a) call 911 and follow the operator’s instructions; (b) drive to the nearest police station to report the accident; or (c) report both what transpired and the basis of your fears to Peter Parker.*

Subject to applicable law, and depending upon the circumstances surrounding the accident, you acknowledge that you may be required to submit to a blood, urine, or other type of screening or test at the Company’s reasonable discretion.

## Passengers

Unless you receive prior written permission from Peter Parker, you may only transport other employees or the Company’s clients/customers in Vehicles being used for DMC-related business.

## Tickets / Violations

If you receive a moving violation while driving your Personal Vehicle on DMC business, or if you receive a moving violation, parking ticket, or toll violation while driving a Company Vehicle, you must, within one business day of its receipt, report the ticket or violation to Peter Parker.

## Obligation to Report

You must provide written notification to Peter Parker immediately (i.e., within one business day) upon your: (i) receiving three or more moving violations in any given 12 month period; (ii) learning that your insurance company or a court/arbitrator has determined that you were the primary cause of three or more accidents within any given 12 month period; or (iii) receiving a citation or conviction for reckless driving.

## Transporting and Securing Tools / Equipment

At times, you may need to transport tools, supplies, ladders, or other equipment in or on a Vehicle while performing your job duties for DMC. You must always be sure to safely secure such items prior to your departure.

Likewise, if such tools, supplies, ladders, etc. extend beyond the length of the Vehicle you’re driving, you must be familiar with, and abide by, all applicable provisions of the Vehicle Code, including sections 35400 et seq. and 24604.

## Insurance

You may never drive your Personal Vehicle on any DMC-related business unless you are covered by at least the minimum amount of automobile insurance required by California law. If you have any questions regarding this issue, speak with Peter Parker.

# company vehicle use requirements

There may also be times when you will use a Company Vehicle while performing your job duties. In the event that you are ever required to purchase fuel for any Company Vehicles, you will either be provided with a Company-owned gasoline charge card, or you will be reimbursed for all fuel-related expenses. Expenses related to the maintenance, upkeep, and repair of Company Vehicles will be born by DMC.

## No Personal Use

Company Vehicles should only be used in the course and performance of DMC’s business. **You are, therefore, never permitted to use Company Vehicles for any personal purposes, including running personal errands, even if such errands are performed on the way to or from work that you’re performing on the Company’s behalf.**

## Inspection Prior to Use

Prior to your first use of any Company Vehicle on any given day, you must conduct a preliminary safety inspection of the Company Vehicle’s brakes, lights, fluid levels, and tire pressure to ensure that the Company Vehicle is safe to drive. You must also complete and sign a Vehicle Safety Card for each Company Vehicle you take on each given day. A copy of the Vehicle Safety Card is attached to this Agreement as ***Exhibit “A.”***

## Damage & Theft

You must take all reasonable steps to avoid causing theft or damage to the Company Vehicle (or any property stored inside the Company Vehicle). Such steps include, without limitation, always: (i) locking the Company Vehicle’s doors when you exit the Vehicle; (ii) closing all windows when you exit the Vehicle; (iii) placing valuable property in the trunk or out of sight when you’re not in the Vehicle; and (iv) taking the Vehicle’s keys with you when you leave the Vehicle.

In the event that a Company Vehicle is stolen or damaged while in your possession, custody, or control, you must immediately communicate the details of the damage/theft in writing to Peter Parker.

## Care & Use

Company Vehicles represent an expensive investment by DMC, and they must therefore always be kept in a clean and presentable fashion. For that reason, you may never smoke or vape, nor have any illegal drugs or marijuana products, in a Company Vehicle. If you eat or drink in a Company Vehicle, you must take reasonable precautions to care for its interior.

## Unsafe Conditions

In the event that you notice or suspect that a Company Vehicle has suffered any damage, is not working properly, or is otherwise unsafe to drive, you must immediately notify Peter Parker in writing. You must also not drive that Company Vehicle until the issue you suspect to exist has been reported and repaired.

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The parties have signed this Vehicle Agreement as of the dates set forth below.

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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[Employee Signature]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Employee Printed Name]

**DIGITAL MARKETING COSORTIUM, INC.**

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Printed Name