STORM DIGITAL, LLC
VEHICLE USE AGREEMENT

# introduction & purpose

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 Storm Digital. If you drive any Vehicle while on business for Storm Digital, therefore, you must always operate the Vehicle safely, defensively, and in compliance with all applicable laws.

Storm Digital 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 Storm Digital 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 Storm Digital’s behalf. In the event of such a suspension or revocation, therefore, you must, within one business day, provide Mason Storm with written notification of your suspension or revocation, and your notice to Mason Storm 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 Storm Digital-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 Storm Digital-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 Mason Storm’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 Mason Storm 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 Mason Storm 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 Mason Storm and cooperate with Storm Digital 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 Mason Storm.*

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 Mason Storm, you may only transport other employees or the Company’s clients/customers in Vehicles being used for Storm Digital-related business.

## Tickets / Violations

If you receive a moving violation while driving your Personal Vehicle on Storm Digital 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 Mason Storm.

## Obligation to Report

You must provide written notification to Mason Storm 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.

## Insurance

You may never drive your Personal Vehicle on any Storm Digital-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 Mason Storm.

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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]

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[Employee Printed Name]

**STORM DIGITAL, LLC**

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

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

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 Printed Name