



WRAPPING VENDOR OPERATING TERMS AND AGREEMENTS

Review our service agreements to ensure a clear and transparent partnership with [NexLane Ads](#).

This Master Services Agreement (“Agreement”) is entered into as of effective date (as signed), by and between NexLane Ads LLC (“Company”), and (“Vendor”). This Agreement sets forth the terms and conditions governing the Vendor’s participation in the NexLane Ads advertising program.

1. SERVICES PROVIDED:

The Vendor agrees to provide professional vehicle wrapping and removal services to Drivers referred by the Company. All services provided must meet the industry standards for quality, professionalism, and safety.

2. TERM:

This Agreement will commence on the Effective Date and will continue for a period of (1) year unless terminated earlier in accordance with Section 10 (Termination). Upon expiration, this Agreement may be renewed upon mutual written agreement of the Parties.

3. SUBSCRIPTION AND PAYMENT TERMS:

a. Subscription Fee: Vendor agrees to pay an annual subscription fee of \$99.00 (plus applicable taxes) upon execution of this Agreement and annually thereafter on the anniversary of the Effective Date. This fee grants the Vendor access to participate in the NexLane Ads vehicle wrapping program.

b. Service Fees: The Vendor will charge the Company for wrapping and removal services as per the rates agreed upon in a separate Statement of Work (SOW).

c. Payment Method: All payments will be made in U.S dollars. Vendor is responsible for any applicable taxes.

4. STANDARDS & COMPLIANCE:

a. Service Standards: Vendor agrees to provide all wrapping and removal services in a professional timely, and workmanlike manner, ensuring all installations are compliant with NexLane Ads' quality standards and applicable industry regulations.

b. Compliance with Laws: Vendor agrees to comply with all federal, state, and local laws governing wrapping and removal services, including any regulations regarding vehicle alterations and advertising display.

5. DOCUMENTATION & REPORTING:

Vendor shall document each wrapping and removal service by uploading photographs, dates, times and locations of services via the Company's mobile application. Additionally, Vendor shall maintain and submit mileage documentation, including odometer readings or GPS - tracked mileage logs, to verify the distance traveled while advertisements are displayed. This documentation is mandatory for verifying compliance, tracking advertisement exposure, and processing payments.

6. INSURANCE REQUIREMENTS:

Vendor agrees to maintain comprehensive insurance coverage, including general liability and worker's compensation insurance, throughout the term of this Agreement. Upon request, Vendor will provide the Company with proof of insurance coverage.

7. DATA COLLECTION:

Vendor agrees to provide accurate and complete personal information, including but not limited to, driver's license details, insurance information, social security number and banking details. This information will be securely stored and used solely for the purposes of managing the program, processing payments, and compliance with tax reporting requirements (e.g., W9 forms)

8. CONFIDENTIALITY & INTELLECTUAL PROPERTY:

a. Confidentiality: Both parties agree to keep confidential an proprietary or sensitive information disclosed during the term of this Agreement, including customer information, business methods, and technical data. This confidentiality obligation survives the termination of this Agreement.

b. Intellectual Property: Vendor acknowledges that any and all intellectual property, including trade secrets and proprietary processes related to the Company's platform remain the exclusive property of the Company. Vendor agrees not to use or disclose such intellectual property without the Company's prior written consent.

c. **Restrictions on Conflicts of Interest:** Vendor acknowledges that the Company has a legitimate business interest in protecting its proprietary methods, customer relationships, and business operations. Accordingly, during the term of this Agreement, Vendor shall not, directly or indirectly, offer, promote, or provide any mobile billboard advertising services that compete with those offered by the Company, including any services introduced by NexLane Ads. This restriction applies within the geographic areas where the Vendor performed services under this Agreement.

9. LIABILITY & INDEMNIFICATION:

a. **Damage Liability:** Vendor assumes all responsibility for any damage to vehicles during the wrapping or removal process. The Company is not liable for damages caused by the Vendor's performance of its services.

b. **Indemnification:** Vendor agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from any claims, liabilities, damages, losses, or expenses (including legal fees) arising out of or in connection with the Vendor's services under this Agreement, including any claims related to property damage, personal injury, or breaches of this Agreement.

10. TERMINATION:

a. **Termination for Cause:** Either party may terminate this Agreement immediately for cause if the other party breaches any material term of this Agreement and fails to cure such breach within (7) days after receiving written notice of the breach.

b. **Termination Without Cause:** Either party may terminate this Agreement without cause by providing thirty (30) days written notice to the other party.

c. Effect of Termination: Upon termination, the Vendor shall immediately cease providing services, and all payments for services rendered up to the termination date shall be due and payable. No portion of the subscription fee shall be refundable upon termination.

11. FORCE MAJEURE:

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to natural disasters, labor strikes, government actions or other unforeseen events.

12. DISPUTE RESOLUTION:

Any disputes arising out of or relating to this Agreement will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The venue for arbitration will be Colorado, and the prevailing party will be entitled to recover reasonable attorney fees.

13. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles.

14. NOTICES:

Any notices required or permitted under this Agreement must be delivered via email to wrapsupport@nexlaneads.com. Notices shall be deemed received upon successful electronic transmission, provided that no bounce-back or error message is received by the sender.

15. ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, and representations of any kind. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties

16. AGREEMENT EXECUTION:

This Agreement shall be signed and executed electronically through the NexLane Ads website as part of the application process. By submitting its application and signing this Agreement digitally, Vendor consents to the term outlined herein and acknowledges the binding nature of this Agreement.

