

RULES AND REGULATIONS
DreamFleet Inc.
(“DreamFleet”)

1. REGISTER OF MEMBERS

DreamFleet shall maintain a register (“Register”) of the Members. The Register shall contain each Member’s (and, if applicable and approved by DreamFleet, any permitted representative of the Member) full name, address of the residence or business (which will be the address that all notices shall be directed), a phone number (and if applicable, facsimile number) and an e-mail address where the Member thereof can be reached.

2. REQUIREMENTS FOR MEMBERSHIP

For the benefit of the members; Members must meet the following initial screening and ongoing Membership criteria:

- a) Minimum age: 25 years of age.
- b) Credit Check: Members must agree to a credit check release from time to time at request of DreamFleet and maintain a credit rating acceptable to DreamFleet in its sole discretion
- c) Driver’s record: Members must have and maintain a good driving record and no serious delinquencies for the prior three (3) years. Members must authorize release from time to time at the request of DreamFleet of their DOT Motor Vehicle Report to DreamFleet.
- d) No Smoking Policy: As a courtesy to other Members, Members shall adhere to the DreamFleet’s No-Smoking policy while operating vehicles within DreamFleet’s Vehicle Programs.

3. BENEFITS OF MEMBERSHIP

Membership entitles the Member access to DreamFleet’s vehicle programs (the “Vehicle Programs”), events and promotions. The additional fees for participation in such Vehicle Programs, events and promotions will be set by DreamFleet, its Partners and the Dealers (as defined below) from time to time.

4. DREAMFLEET MEMBERSHIP COSTS

An initial fee, as determined by DreamFleet from time to time, is payable upon the Member being admitted to DreamFleet (the “Joining Fee”). The Joining Fee is a one-time fee entitling the Member and his or her spouse to a lifetime membership in DreamFleet, unless terminated earlier in accordance with the Rule and Regulations of DreamFleet. The Joining Fee is non-transferable and non-refundable, provided that a Member may request a refund of the Joining Fee within twelve (12) months of registration if the Member has applied to a vehicle program during the initial nine (9) months of that period and a suitable program has not become available. In this sole case, a full refund, less a \$100 administration charge, will be made to the Member and the Membership is terminated.

5. VEHICLE PROGRAM COSTS

Members shall pay the fees associated to any subscribed Vehicle Programs as per the terms and conditions, established by DreamFleet from time to time, of such Vehicle Programs as described and agreed with the Member.

Unless otherwise indicated Members shall pay the costs associated to vehicle operation, maintenance, repair, damage and mileage overages. To ensure that Members assume a fair-share of the costs associated to operating the Program Vehicles, a wear and tear assessment may be applied in specific circumstances as described and agreed with the Member prior to the start of their Vehicle Program.

6. VEHICLE PROGRAM RESPONSIBILITIES

Members are responsible for vehicle maintenance, repair, damage and mileage overages. Members shall operate and maintain the Program vehicles in accordance with the vehicle manufacturer's ("Manufacturer") recommendations and schedules; any required maintenance or repair will be performed at an authorized Manufacturer franchised vehicle dealer. Additionally, Members shall have an Inspection undertaken, in accordance to DreamFleet's requirements and at DreamFleet's expense, of their in-use ("Current") vehicle prior, or at the return of their vehicle as captured in the associated Agreement.

Members are responsible to maintain adequate insurance coverage on the Program vehicles and fulfill the requirements of their Lease Agreement.

7. TERMINATION OF MEMBERSHIP

If a Member breaches the rules and regulations of DreamFleet in force from time to time, or if any act or omission of a Member is deemed by DreamFleet, in its discretion, to be illegal, malicious or damaging to any of the vehicles, the reputation of DreamFleet, or the interests of DreamFleet or its Members, DreamFleet may, in their absolute discretion, immediately revoke such Member's Membership without notice.

A Member is entitled to terminate his or her Membership, provided the Member is not at the time (i) active in a Vehicle Program and (ii) does not have an Application under consideration for a Vehicle Program, upon thirty (30) days written notice. The Member should submit the request for termination in writing to DreamFleet.

8. TERMINATION OF VEHICLE PROGRAM PARTICIPATION

If for any reason a Member must terminate their Vehicle Program prior to the end of the agreed term, or if the Membership of the Member is terminated pursuant to section 6 above, the Member will be subject to the following terms:

The Member must fulfill their Vehicle Program lease obligations in one of the following manners:

- (i) the Member must pay out the remaining lease obligations as set forth in the Vehicle Program, plus any assessed charges associated to excessive mileage, damage and uncompleted maintenance; or
- (ii) with notice given at least ninety (90) days in advance of a Vehicle Program's end of term; the Member must pay out the remaining lease obligations as set forth in the Vehicle Program for the remainder of the Vehicle Program interval, pay the difference between the end-of-interval wholesale market value and the end-of-term residual value of the that Member's next Vehicle Program interval vehicle, plus any assessed charges associated to excessive mileage, damage and uncompleted maintenance for that Member's current Vehicle Program interval vehicle.

9. LIABILITY ON CESSATION OF BEING A MEMBER

Any Member howsoever ceasing to be a Member of DreamFleet shall nevertheless remain liable for any Vehicle Program commitments and shall pay DreamFleet and all contracted parties, all monies which at the time of cessation are due by that Member to DreamFleet, and all other contracted parties up until the end of their Vehicle Program as had they remained a Member.

Any Member whose Membership has been revoked under these rules and regulations or otherwise ceasing to be a Member shall forfeit all right to or claim upon DreamFleet, and forthwith upon cessation, surrender to DreamFleet all cards and documents relating to being a Member of DreamFleet.

10. REINSTATEMENT OF MEMBERS

DreamFleet may in its absolute discretion on the written application of a former Member whose membership has been revoked, after due enquiry, re-issue to such former Member the same Membership that was revoked from such Member for consideration and on such terms and conditions as DreamFleet shall deem fit to impose.

11. PAYMENT OF ACCOUNTS

In these rules and regulations, "Approved Credit Card" means a credit card of the type the use of which has been approved by DreamFleet.

All financial obligations of a Member to DreamFleet shall be settled by immediate payment by way of certified cheque or the processing of a pre-authorized debit to the Member's Approved Credit Card account or Bank account.

A Member may incur financial obligations to DreamFleet which are to be discharged by means of payment other than that described in these rules and regulations, provided the approval of DreamFleet has been requested and obtained prior to the incurrence of the obligation, provided that where the alternate payment is by other than the immediate delivery of a certified cheque or cash in the amount of the financial obligation.

If, for whatever reason, a Member fails to make their payments, as specified above, a late payment surcharge of one and one half percent (1 ½%) per month will be applied to any balance outstanding for greater than thirty (30) days.

12. CONSIDERATION OF MEMBERSHIP AND VEHICLE PROGRAM APPLICATIONS

A prospective Member shall accurately complete and deliver to DreamFleet, DreamFleet's Membership Application following which DreamFleet shall make a decision approving or rejecting the prospective Member's application. DreamFleet may reject an application in its sole discretion without giving reasons thereof. The approval of an application for membership shall be retroactive to the date of the delivery of the application to DreamFleet.

A Member shall complete and deliver a Vehicle Program Application following which DreamFleet shall make a decision approving or rejecting the Member's Vehicle Program Application. DreamFleet may reject an application in its sole discretion without giving reasons thereof.

13. DREAMFLEET MEMBERSHIP CARD

New Members will be issued a DreamFleet membership card with a unique member number. This card is to be used to authorize participation in any DreamFleet programs or promotions and be presented to staff at any DreamFleet events or activities.

14. RELEASE / LIMITATION OF LIABILITY

By applying to become a Member, each Member acknowledges that it has released, discharged and covenanted not to sue DreamFleet, its agents, officers, employees and owners and lessors of premises on which DreamFleet activities take place from all liability, claims, demands, losses or damages to the Member, howsoever caused and the Member further acknowledges that if, despite this release, the Member or anyone on the Member's behalf, makes a claim against any of the above-noted persons, the Member will indemnify, save, and hold harmless each of the above-noted persons from any litigation expenses, legal fees, loss, liability, damage or cost which any may incur as a result of such claim.

In no event will DreamFleet be liable for any indirect, punitive, special, incidental or consequential damage or loss of any kind, or any loss of profits, loss of business or other economic damage, even if such party has been advised of the possibility of such damage or loss, arising from or relating to this agreement, or any subsequent lease agreement, regardless whether such damages or losses are based of breach of warranty or contract, negligence, strict tort or otherwise.

15. EXCLUSION OF WARRANTIES

Except where expressly set forth in this agreement, DreamFleet is providing it's services "as is", and makes no, and hereby expressly disclaims, any and all representations, warranties and conditions of satisfactory quality, merchantability, title and fitness for any particular purpose of any of the vehicles or materials provided with respect to the various membership programs and activities.

16. PRIVACY POLICY

DreamFleet respects the privacy of its Members. A copy of the DreamFleet's privacy policy outlining its collection, use and disclosure of personal information can be obtained by visiting DreamFleet's website at www.dreamfleet.com or contacting DreamFleet by email at membership@dreamfleet.com.