

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is entered into by and between Carvertise, and [Installer Name], located at [Installer Address] ("Receiving Party") for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

1. Definition of Confidential Information: For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information: Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party: Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign Non-Disclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of the Disclosing Party, use for the Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any Confidential Information. Receiving Party shall return to the Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if the Disclosing Party requests it in writing.

4. Time Periods: The Non-Disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships: Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

6. Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

7. Integration: This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.

8. Waiver: The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

Customer Name: [Installer Name]

Authorized Signature: _____ **Date:** [Today's Date]

WRAP INSTALLER AGREEMENT**Request for Quote:**

Installer to send quotes for both installation, and removal, in two separate quotes. A Carvertise campaign can last anywhere from 3 months to one year. After the decals are installed, the vehicles will operate for the length of the campaign. Following the campaign, the operators will return to the installer to have the decals removed, unless they choose to remove the decals themselves.

Scheduling:

Carvertise's Operations Departments typically takes anywhere from one to two weeks to schedule the operators to come into the wrap shop for their scheduled appointment. Carvertise and the installer shall choose a mutually agreeable date to commence installations within this timeframe. Once an agreed upon date has been chosen, Carvertise will schedule the operators to arrive in different time slots. Carvertise will share this schedule with the installer one week before the scheduled install date. If any changes to the schedule need to be made, Carvertise will notify the installer, no less than 24 hours in advance of the date of appointment. Carvertise shall pay an agreed upon no show fee for every missed appointment that has not been previously rescheduled, only after no shows have exceeded 15% of all scheduled appointments.

Installation:

A spec sheet titled, Advanced Partial Install Requirements, is included with this contract containing the specific parameters to be followed for all installations. Additionally, a mock-up will be provided to the installer in order to guide installation for each individual campaign. If the wrap is installed with any alteration from the spec sheet and/or mock-up, without the expressed consent of Carvertise, installer agrees to rewrap the vehicle at the cost of the installer. If the installer does not receive this mock-up or if the instructions are in any way unclear, the installer is to email their Carvertise project manager for the PDF and/or further clarification. Once the first wrap of any project has been completed, the installer shall send pictures to Carvertise, in order to confirm that the mock-up and spec sheet are being followed correctly.

Carvertise Installation Kits:

If kits provided are incomplete - Installer must submit form with information of missing kit pieces. See link provided - <https://airtable.com/shrVMhdiobt2Gaos7>

If operators have any questions regarding missing pieces please direct them to our operations department at (302)273-1890.

Handouts:

If provided with operator handouts - Installer must place handouts inside the vehicle prior to the completion of the wrap/decal appointment. Operators are aware that Carvertise will sometimes provide handouts at the clients request. If operators have any questions regarding handouts please direct them to our operations department at (302)273-1890.

Payment:

Carvertise shall remit payment for the installation to the installer according to the following payment schedule:

No payments shall be made without confirmation of receipt of all materials required for the installation. With the materials, will be included a checklist and a missing items form requiring signature and verification that each and every item has been received. Receipt shall be considered confirmed when this form is returned signed to Carvertise. In the event that any of the items goes missing or is damaged prior to installation, the installer shall remit to Carvertise the replacement cost for those items, which Carvertise will then resend. Carvertise will require all Proof of Install pictures sent prior to final payment. Carvertise requires all vehicles to be photographed and photos submitted after installs in order for full payments to be processed in a timely manner. Carvertise requires a photo of both sides of the vehicle, the hood, and the rear. Full vehicle to be included in each photo. These photos must be uploaded via our POI link below within 24 hours of installation. If a weekend installation occurs, all photos must be sent in by noon on Monday.

Proof of Install Photos (POI): <https://airtable.com/shrHFXUeBL7IaYdO4>

Carvertise will pay on an individual vehicle basis when removals are needed. Operators will have the option to remove the decals themselves if they so choose.

No Show Fee, to be paid to installer: _____, per No Show, after no shows have exceeded 15% of all scheduled appointments.

All invoices must be forwarded over to our Payments Admin - payments@carvertise.com.

Prior Damage:

Carvertise interviews all of our operators to make sure they meet Carvertise Standards before scheduling for appointments with the installers. However, if the installer sees a car come in that is missing any parts, or has damage to the body or paint, the installer will submit photographs of the damage to the scheduling team at _____.

Carvertise will assess the situation and let the installer know whether Carvertise will allow them to be wrapped or decline them. Carvertise asks the installer's team to use their best judgment and to not wrap any vehicle that they are unsure of without first confirming with Carvertise.

Indemnification:

Installer shall indemnify, defend and hold harmless Carvertise from any third-party claim or damage for personal injury and/or property damage arising from the negligence or willful misconduct of the installer