



## **Royalty Agreement and Purchase Contract**

**THIS ROYALTY AGREEMENT** ("Agreement") is made and executed to be effective the day and year set forth on the signature page of this Agreement, by and between **u Now Ride** ("u Now Ride"), Allen Bracken Cherry the Arizona Sole Proprietor, and the entity identified on the signature page of this Agreement ("PURCHASER"). In consideration of the covenants and undertakings herein contained and the mutual benefits to be derived here from, the, parties hereto agree as follows:

**1. Purpose.** This Agreement is made to permit the PURCHASER hereto to receive Royalties in the form of \$1.00 Per Month, Per Driver that u Now Ride signs up as "Drivers"; on u Now Ride's Subscription based App for as long as the "Drivers" keep paying their monthly subscriptions fees.

**2. Royalty Purchase Amount.** The Royalty Purchase Amount of \$25,000 will be paid to u Now Ride - Allen Bracken Cherry upon this date of signing this Royalty Agreement and Purchase Contract.

**3. Royalty Disbursement Amount.** \$1.00 (one dollar) shall be paid for each "Driver"; per month, that subscribes to the u Now Ride App and for as long as that "Driver" continues to pay their monthly subscription fees.



**4. Term of Royalty Disbursements.** The Royalty payments shall be a term of 60 Months and shall terminate at the end of this term. The Royalty Payments shall begin at the beginning of the signing of this PURCHASE AGREEMENT; the 60 month term will begin when the number of Driver Subscriptions reaches 1,000 Driver Subscriptions and continue until the end of the term.

**5. Disclaimers and Disclosures.** u Now Ride and Allen Bracken Cherry has/ have no way of knowing the Future or how fast this business will take off and scale up to the number of Driver Subscriptions that it will take for the PURCHASER to break even or make a profit with these Royalties. u Now Ride and Allen Bracken Cherry make no claims to the success of this business or any claims that the PURCHASER will make any money at all with these Royalties. There is always unknown factors; government regulations, market changes, competition that can adversely affect this Business Model. u Now Ride may not even sell any Driver Subscriptions at All or may fail as a Business Model. PURCHASER Agrees to hold u Now Ride - Allen Bracken Cherry, free from any liability for the loss of and or all of the Royalty Purchase Money and Agrees not to pursue any Legal Action against u Now Ride - Allen Bracken Cherry if this business fails or the PURCHASER makes no money at all. THIS IS A HIGH RISK INVESTMENT IN PURCHASING ROYALTIES OF A START UP RIDESHARE COMPANY.

**6. Some Comfort for the Purchaser.** This is an exciting opportunity for all concerned, with the fast growth of the Rideshare Industry and the projected doubling of growth in the next 3 to 5 years. If the past is any indication of the future in this industry, we have an opportunity of great success. Allen Bracken Cherry agrees and confirms that he will use all of his talents, abilities, experience in both computers and business to make u Now Ride a big success for both parties herein. Allen Bracken Cherry will do his best to at least double the amount of the Royalty Purchase, for the PURCHASER in 1 year or less. Of course there is no guarantee that he will be able to that. Allen Bracken Cherry believes that he can build and scale u Now Ride to become a premier



rideshare company in a short period of time, because of the viral nature that should be created, giving the Drivers 100% of the Fares, Tips and Cancelation Fees.

**7. Compliance With Law.** Each party agrees to comply with all applicable Arizona code of laws, orders, rules and regulations governing its performance of all rights and obligations set forth herein, specifically including, but not limited to, any applicable export laws and regulations of the United States.

**8. Term.** This Agreement shall have the "Term" listed in Paragraph Number 4 above; Provided, however, each party's rights and obligations under this Agreement shall survive the expiration of this Agreement for a period of five (5) years following the execution of this Royalty Agreement.

**9. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be revised by the parties, subject to mutual agreement, so as to be effective and valid under applicable law. In the event the parties cannot mutually agree to such revision, any such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

**10. Integration.** This Agreement contains the entire understanding between the parties hereto regarding the subject matter hereof and supersedes all prior or contemporaneous communications, agreements or understandings with respect to the subject matter hereof. All amendments, modifications, and waivers of enforcement relating to any provision of this Agreement shall be invalid unless made in writing and signed by the parties hereto.

**IN WITNESS WHEREOF**, each party hereto has caused this Agreement to be duly executed by its authorized representative to be effective \_\_\_\_/\_\_\_\_/\_\_\_\_.



Each party represents and warrants that it has not altered this Agreement in any manner other than as agreed to in writing by the parties or as an inter-delineation initialed by both parties.

The signatories to this Agreement hereby warrant and represent that they have the authority to execute this Agreement on behalf of the entity or entities for which they sign. Both Parties Attest that they have read and understand the contents of this Agreement.

\_\_\_\_\_ Legal Name of the  
PURCHASER

An Individual. Living in the State of \_\_\_\_\_

Signed: by \_\_\_\_\_

\_\_\_\_\_ Printed Name of Signatory

Date: \_\_\_\_\_

**Individual Address & Phone:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone:** \_\_\_\_\_



**“COMPANY”**

By: “u Now Ride” Authorized Representative

**Allen Bracken Cherry “u Now Ride” Sole Proprietor**

**Printed Name of Signatory** Allen Bracken Cherry

**CEO/Founder** \_\_\_\_\_

**Signatory Date:** \_\_\_\_\_

**u Now Ride - Allen Bracken Cherry Address & Phone:**

1707 Arroyo Seco, Cottonwood, Arizona 86326 Phone: 1-928-451-5770

