



DRIVE | ROADSIDE

PRODUCER AGREEMENT

This Agreement, entered into _____, by and between Mobile Roadside, LLC d/b/a DRIVE | ROADSIDE hereinafter referred to as "DRIVE" and _____ hereinafter referred to as "Producer".

WITNESSETH:

WHEREAS, NSD desires to appoint the Producer for the purpose of soliciting and procuring applications for policy in DRIVE; and WHEREAS, the Producer is desirous of becoming and acting as a representative of DRIVE for the purpose of soliciting and procuring membership applications in DRIVE.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, it is agreed as follows:

1. DRIVE appoints the Producer to solicit and procure applications for memberships established by DRIVE subject to the terms, conditions and limitations set forth herein. DRIVE shall furnish members with login and member benefits via email or via another digital medium. DRIVE reserves the right from time to time to change the form of DRIVE applications and to change the annual premiums for each class of DRIVE membership. All printed forms, advertising materials and any other printed materials furnished by DRIVE shall be returned to DRIVE upon the termination or expiration of this agreement.
2. The relationship between DRIVE and Producer is understood and agreed between the parties hereto that Producer shall be considered an independent contractor. No other provision of this agreement or any rule or regulation of DRIVE shall be construed to create the relationship of employer and employee between DRIVE and the Producer.
3. Re-brokering: Producer shall not act as an administrator, underwriter or re-broker (double broker) for any application or membership pursuant to this Agreement without the express written consent of DRIVE.
4. Producer agrees to solicit policy applications for DRIVE on approved forms and shall collect the membership fees in advance. It takes 48 hours for a membership to be active. Producer agrees to only subscribe members that aren't in current need of roadside assistance.
5. Upon any membership application being accepted and policy becoming effective as above provided, DRIVE guarantees the benefits of DRIVE membership, subject to all of the terms and conditions set forth in the membership contract. DRIVE further guarantees that all benefits

enumerated in the membership contract for members of the particular class specified in the accepted membership application will be furnished in accordance with the express terms of the policy contract and subject to all of the terms and conditions therein set forth. All policies will be for a period from the effective date of each policy through the expiration date as noted on the application or contract, all memberships will be set to automatically renew based on selected membership.

6. Producer shall have no authority to alter, modify, waive or change any provision or condition of DRIVE service contract. Producers shall have no authority to endorse any checks payable to DRIVE. Producer shall have no authority to issue or circulate any advertisement materials, circulars or pamphlets (other than materials prepared by DRIVE) unless approved in writing by DRIVE. Producer shall have no authority to commit DRIVE in any respect regarding liability of claims nor to commit nor incur liability on behalf of DRIVE except as specifically set forth herein or as authorized in writing by DRIVE. The Producer shall be liable to DRIVE for any damages or losses sustained by DRIVE as a result of any unauthorized acts of the Producer. Producer agrees to indemnify DRIVE from liability of any type for judgements, litigation costs, attorneys' fees, fines, penalties or other liabilities incurred by DRIVE as a result of any such unauthorized act. Producer further agrees that all products will be properly disclosed to the member, and all benefits, services, and fees associated with our products, will be signed for by the customer when necessary.

7. The Producer shall retain and maintain in good order records and accounts of business transacted on behalf of DRIVE for inspection by or delivery to DRIVE on request.

8. The failure of Producer to exact strict accordance with the terms of this agreement or failure to declare any default when the same shall become known to Producer shall not operate as waiver of such conditions nor release the Producer from his obligations to perform this agreement strictly in accordance with its terms.

9. This agreement does not confer on the Producer exclusive representation of DRIVE in any territory, and DRIVE may appoint other Producers in the same territory.

10. The Producer shall promote the interest of DRIVE as contemplated by this agreement, and shall conduct himself in a fair, honest, lawful and courteous manner so as not to adversely affect the business, goodwill, or reputation of DRIVE, nor shall he assist any competitive DRIVE by referral of Producers, materials or otherwise to the detriment of DRIVE. The Producer further agrees that he/she/it will not market or offer a similar product to that of NSD during the term of this agreement as listed on Schedule "A". In the event a similar product is presented to Producer, DRIVE has the "right of first refusal". Should DRIVE offer the similar product at the same right Producer must utilize said product of DRIVE. In the event DRIVE cannot offer the same or similar product at the same cost, Producer may utilize new product.

11. The parties agree to renegotiate the price if the loss ratio exceeds 60% at any time during the term of this agreement. Loss ratio is determined based upon total monies received by DRIVE less cost of services paid out by DRIVE in a given time period. Pricing may be mutually amended annually to reflect any changes in loss ratio incurred by DRIVE, or any additional costs incurred by DRIVE due to industry changes, or underwriting changes. This new rate will be in writing and agreed upon by both parties. In the event a new rate cannot be agreed upon, this agreement may be terminated immediately.

12. No assignment of the agreement nor of any benefit to accrue hereunder, in whole or in part, shall be valid or in any way binding on DRIVE without its prior written consent.

13. DRIVE reserves the right to reject any application for policy submitted hereunder without specifying the reason therefore, it reserves the right to remove from sale any class of policy from the territory or parts thereof assigned to Producer, and it may increase or decrease the dues charges for any policy by it.

14. Advertising: All promotions, advertising, or other materials related to or referring to the SERVICE and/or uses of DRIVE's name and/or trade names are subject to DRIVE review and written approval. PRODUCER shall not cause any advertisement referring to or using the name of DRIVE, Lloyd's of London or 100% Certain Lloyd's. In the event DRIVE suffers a loss or expense arising out of any unauthorized advertisement, publication, or statement of the Producer, the Producer shall be liable to and hereby agrees to indemnify DRIVE and hold DRIVE harmless from all resulting damages, fines, penalties and costs.

15. Inquiries and Complaints: DRIVE/PRODUCER will be responsible for handling and responding to any and all inquiries or complaints related to its SERVICES from any and all sources including, but not limited to, CUSTOMERS, attorney general offices, state insurance departments, Better Business Bureaus, the Federal Trade Commission or other regulatory/administrative agencies or with respect to any arbitration or court related proceeding. PRODUCER shall furnish DRIVE with copies of any requests from regulatory/administrative agencies, upon receipt, and provide draft of responses for review prior to response to regulatory/administrative agencies. PRODUCER shall provide DRIVE with final copies of any responses to regulatory/administrative agency requests.

16. Either party may terminate this agreement at will for cause by giving notice to the other party of his intention to terminate this agreement. For cause means any violation by the Producer of the terms of this agreement and includes, but is not limited to fraud, failure to remit funds, or failure to secure and maintain necessary licenses, high loss ratio, etc. If this agreement is terminated for cause as herein defined, no commissions or other compensation or allowance shall be payable. Either party may terminate this agreement without cause at renewal period only, by giving the other party 30 days written notice of intent to cancellation. The term of this agreement shall be for (3) three years, which will automatically renew for additional terms of one year, if neither party elects to terminate this agreement at renewal.

17. This agreement and the Commission Schedule attached hereto as Exhibit A supersedes all previous agreements between the parties, if any, and constitutes the entire agreement between the parties. The agreement can be changed or modified on behalf of DRIVE only by the written consent of the President or a Vice President of DRIVE.

18. This contract shall be construed under the laws of the State of Arizona.

19. All notices hereunder shall be sent to the following addresses:

DRIVE
MOBILE ROADSIDE, LLC
d.b.a **DRIVE** | ROADSIDE
6424 E Greenway Parkway
Scottsdale, AZ 85254

Producer

The effective date of this agreement shall be _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

WITNESSES:

MOBILE ROADSIDE, LLC
D/B/A DRIVE

_____ By _____ Title
"DRIVE" Signature

_____ By _____ Title
"Producer" Signature



DRIVE | ROADSIDE

SCHEDULE "A"

This schedule is attached to and forms a part of the Producer's Agreement between MOBLIE ROADSIDE, LLC d/b/a DRIVE and _____ effective today.

A. Class of Business

The authority granted under this agreement is limited to the following enumerated products, to wit:

1. 6 Month and 1 Year Roadside Assistance Membership

Producer will market stated products based on the following commission structure:

1. -6 months- \$59.99 per membership
 -12 months- \$99.99 per membership

Producers will earn 40% Commissions on new business and renewals.

*Price(s) above are for private passenger vehicles only.

The parties agree to renegotiate the Commissions if the loss ratio exceeds 60% at any time during the term of this agreement. Loss ratio is determined based upon total monies received by DRIVE less cost of services paid out by DRIVE in a given time period. Producer will be subject chargebacks if member cancels member or disputes charges. Commission may be mutually amended annually to reflect any changes in loss ratio incurred by DRIVE, or any additional costs incurred by per DRIVE due to industry changes, or underwriting changes.

Any disputes to billing must be made within 180 days of invoice/payment. In the event there is a discrepancy regarding data, files, invoices, or payments both parties agree to only go back 6 months from the date of discovery.

WHEREFORE the parties have executed this Agreement the date first above written.

WITNESSES:

_____ Producer (signature)	_____ Title	_____ Producer (print name)	_____ Date
_____ DRIVE (signature)	_____ Title	_____ DRIVE (print name)	_____ Date

Authorization Agreement for ACH Deposits

I hereby authorize DRIVE to deposit commissions into my Checking account at the BANK indicated on the attached VOIDED check. Commissions checks from previous month will be deposited the second Friday of each month.

EMAIL THIS FORM BACK TO: *info@driveroadside.com*

Agency Name: _____

Agency Address: _____

City: _____ State: _____ Zip: _____ Phone# _____

Agent Code _____

Authorized Signature _____

Printed Name _____ **Date** _____

Email (ACH confirmation address): _____

BANK NAME _____

Transit/Routing # _____

Account# _____

*******ATTACH A VOIDED CHECK*******

**A VOIDED CHECK MUST BE ATTACHED BEFORE
APPLICATION CAN BE PROCESSED.**

