



## Agent Agreement

### INDEPENDENT AGENCY AGREEMENT

THIS AGREEMENT is made and entered into this day by and between SideCars, Inc dba TruWarranty (hereinafter "**SIDECARS**") and **AGENCY** for good and valuable consideration, the sufficiency and receipt being hereby acknowledged, which Agreement shall be comprised of the following mutual covenants,

WHEREAS **SIDECARS** and **AGENCY** have expressed an interest in entering into a business relationship, and WHEREAS **SIDECARS** and **AGENCY** have agreed to establish their relationship in a formal written contract, and

WHEREAS **SIDECARS** and **AGENCY** hereby acknowledge and agree that the Agreement shall contain the following terms and conditions which shall be legally binding on said parties, their heirs, successors and assigns, to wit:

#### I. Duties of **AGENCY**

- A. **AGENCY** shall use his/hers/its best efforts to establish new dealerships and maintain current producer relations for the purpose of generating business volume for **SIDECARS'** products.
- B. **AGENCY** shall utilize his/her/its marketing contacts in the automotive industry to produce sales of **SIDECARS'** products.
- C. **AGENCY** shall not cause any unauthorized advertisement referring to or using the name of **SIDECARS**, TruWarranty, or TruClaims. In the event **SIDECARS** suffers a loss or expense arising out of any unauthorized advertisement, publication, or statement of the **AGENCY**, the **AGENCY** shall be liable to and hereby agrees to indemnify **SIDECARS** and hold **SIDECARS** harmless from all resulting damages, fines, penalties and costs.
- D. **Rebrokering: AGENCY** shall not act as administrator, underwriter or rebroker (double broker) for any application or membership pursuant to this Agreement without the prior, written consent of **SIDECARS**.
- E. **AGENCY** shall be responsible for refunding the unearned portion of its commission on all cancelled contracts based upon the refund percentage set forth in the language of the cancelled contract. Termination of this Agreement does not release **AGENCY** from **AGENCY's** duties under this provision. **SIDECARS** will have the right to offset **AGENCY's** portion of refunds against any amounts owed to **SIDECARS** by **AGENCY**

#### II. Duties of **SIDECARS**

- A. **SIDECARS** shall provide various ancillary products, which are sold in the automotive industry contemporaneously with private passenger automobiles which products shall be available for **AGENCY** to market.
- B. Where permitted by law, **SIDECARS** shall provide any and all customer service, underwriting, processing, claims, accounting and administrative services necessary to manage the product portfolio

sold by dealers developed by **AGENCY**. In all other jurisdictions, **SIDECARS** shall outsource such customer service, underwriting, processing, claims, accounting and/or administrative services to a duly licensed entity or entities legally permitted to provide such services.

### III. Compensation

- A. Compensation may change from time to time either in totality or by product, but any such change shall be agreed to by both parties, and an amended schedule shall be executed.
- B. **AGENCY** shall notify **SIDECARS** of the desired level of commission for each dealer adopting the program. **AGENCY** shall provide **SIDECARS** a dealer rate chart detailing the total dealer cost, i.e. cost due to **SIDECARS** plus agent commission, to be remitted by Dealer as directed by **SIDECARS**. This chart must be submitted to **SIDECARS** along with the dealer agreement prior to the Dealership selling any products.

### IV. Relationship of the Parties

- A. **AGENCY** and **SIDECARS** are separate, distinct and independent entities whose relationship shall not be construed for any reason whatsoever to be anything other than as is set forth herein, and furthermore, said relationship shall especially not be considered to be employee and employer.
- B. **AGENCY** shall be responsible for his/her/its own operating expenses including but not limited to office rent, utilities, taxes, insurance, worker's compensation, travel and entertainment, unemployment and payroll of employees.
- C. **AGENCY** acknowledges that he/she/it may not use any marketing materials or statements with regards to **SIDECARS** or its carriers without getting prior approval from **SIDECARS** in advance of such materials. **SIDECARS** agrees that it will not withhold said approvals unreasonably. In the event, **AGENCY** is private labeling a **SIDECARS** product, any applications, brochures, or any other marketing materials that references **SIDECARS**, or the product being sold, MUST be submitted to **SIDECARS** for approval PRIOR to using said materials. In the event **AGENCY** utilizes ANY materials without the written approval of **SIDECARS**, **AGENCY** will be responsible for any and all losses as a result of unapproved materials. This will include, but not be limited to, additional claims costs, state compliance issues or fines.
- D. In the event of litigation arising from an alleged liability of **SIDECARS** to perform, not perform, or negligently perform any of the services offered by **SIDECARS**, **SIDECARS** shall be solely liable and shall hold the **AGENCY** harmless from any and all liabilities including, but not limited to, attorney fees and the costs of litigation defense. In the event **SIDECARS** should fail to defend any such litigation, the **AGENCY** may do so and **SIDECARS** shall be liable for all costs, only if **SIDECARS** received reasonable prior notice.
- E. In the event of litigation arising from an alleged liability of the **AGENCY** to perform, not perform, or negligently perform any of the services offered by the **AGENCY**, the **AGENCY** shall be solely liable and shall hold **SIDECARS** harmless from any and all liabilities including, but not limited to, attorney fees and the costs of litigation defense. In the event the **AGENCY** should fail to defend any such litigation, **SIDECARS** may do so and the **AGENCY** shall be liable for all costs, only if **AGENCY** has received reasonable prior notice.

### V. Inquiries and Complaints

- A. **SIDECARS/AGENCY** will be responsible for handling and responding to any and all inquiries or complaints related to this Agreement 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 proceeding. **AGENCY** shall furnish **SIDECARS** 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. **AGENCY** shall provide **SIDECARS** with final copies of any responses to regulatory/administrative agency requests

## VI. Term and Termination

- A. **Termination Without Cause:** This Agreement may be terminated by either party effective on the last day of any month, upon at least sixty (60) days' written notice to the other party.
- B. **Termination For Cause:** This Agreement shall be terminated upon sixty (60) days' written notice in the event of either party's fraud or breach of any of the conditions or provisions of this Agreement or **AGENCY's** failure in the performance of any duties, provided that **SIDECARS** gives **AGENCY** notice of any alleged breach and provides **AGENCY** with a 30-day opportunity to cure the same prior to termination of this Agreement. Nothing in this paragraph, including, but not limited to, **AGENCY'S** opportunity to cure, will be construed to limit **SIDECARS'** right to damages and/or legal redress in the event **SIDECARS** has been damaged by **AGENCY'S** fraud or breach of any of the conditions or provisions of this Agreement or **AGENCY'S** failure in the performance of any duties.

## VII. Nondisclosure of Confidential Information

The parties recognize and agree that they may acquire access to certain confidential and proprietary information of the other party, including but not limited to trade secrets, processes, formulas, data and know-how, software, documentation, program files, flow-charts, drawings, techniques, source and object code, standards, specifications, improvements, inventions, customer information, accounting data, statistical data, research projects, development and marketing plans, strategies, forecasts, computer programs, and customer lists, all of which are valuable, special and unique assets of a party. Each party therefore covenants and agrees, for the term of this Agreement and for a period of five (5) years thereafter, to keep all said information confidential and not to disclose all or any portion thereof to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, except when necessary in good faith to transact the business contemplated hereunder or when required by an insurance regulatory body or by law.

In the event of disclosure of such information for the purpose of the transaction of business or as requested by a regulatory body or pursuant to a subpoena or order by a court of law, a notification shall be given by the disclosing party to the other party so as to inform it of such disclosure.

The term "confidential and proprietary information" shall not mean any information which, at the time of disclosure, is in the public domain through no wrongful act of the disclosing party, and is rightfully obtained by or from any third party without any similar restriction and without breach or any obligation owed to the other party, or is disclosed pursuant to a court order or request or governmental agency.

The parties also agree that, in addition to all the remedies otherwise available, including, but not limited to, recovery of damages and reasonable attorney fees incurred in the enforcement of these provisions, each party shall have the right and be entitled to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions of this Agreement. Each party's remedies for breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies.

The parties agree that, by reason of the circumstances and nature of the arrangement between **SIDECARS** and **AGENCY**, the restrictions and provisions set forth in this Agreement are reasonably necessary for each other's protection; are not unreasonable; and are proper in view of the business referred to herein.

## VIII. Exclusivity

This section is only here to make this point clear: there is no exclusivity. If you don't like our products, we're not going to waste time trying to force you to sell them.

## IX. Entire Agreement

- A. This Agreement constitutes the entire agreement between the parties and any prior agreements concerning the same subject matter are superseded hereby; any and all oral representations are expressly disclaimed as having

no force and effect upon the provisions of this Agreement.

B. This Agreement may not be modified except by a written addendum executed by both parties hereto.

**X. Law Governing**

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

B. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent, be construed or adjudged to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be enforced to the greatest extent permitted by law.

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

**AGENCY**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date