



## WARRANTY REWARDS INDEPENDENT SALES REP AGREEMENT

**1. Authorization and Contract.** By executing the Warranty Rewards Independent Sales Rep Agreement ("Agreement"), you apply for legal authorization to become a Warranty Rewards business owner and enter into contract with Warranty Rewards, LLC, hereinafter "Warranty Rewards." You acknowledge that prior to signing you have received, read and understood the Warranty Rewards Income Disclosure Statement, that you have read and understood the Warranty Rewards Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on [www.mywarrantyrewards.com](http://www.mywarrantyrewards.com), and that you have read and agree to all terms set forth in this Agreement. Warranty Rewards reserves the right to reject any application for any reason within 30 days of receipt.

**2. Expiration, Renewal, and Termination.** The term of this Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies and Procedures). If you fail to annually renew your Warranty Rewards business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as an Independent Sales Rep. You shall not be eligible to sell Warranty Rewards services nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination or nonrenewal, you waive all rights you have, including but not limited to property rights, to your former downline organization and to any bonuses, commissions or other remuneration derived through the sales and other activities of your former downline organization. Warranty Rewards reserves the right to terminate all Independent Sales Rep Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its services via direct selling channels. Independent Sales Rep may cancel this Agreement at any time, and for any reason, upon written notice to Warranty Rewards at its principal business address. Warranty Rewards may cancel this Agreement for any reason upon 30 days advance written notice to Independent Sales Rep. Warranty Rewards may also take actions short of termination of the Agreement, if the Warranty Rewards Independent Sales Rep breaches any of its provisions.

**3. Independent Contractor Status.** You agree this authorization does not make you an employee, agent, or legal representative of Warranty Rewards or your Sponsoring Independent Sales Rep. As a self-employed independent contractor, you will be operating your own independent business, buying and selling services available through Warranty Rewards on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. You will receive IRS Form 1099-MISC reflecting the amount of income paid to you during the calendar year. It will be your sole responsibility to account for such income on your individual income tax returns.

**4. Selling the Service.** You agree to make no representations or claims about any services beyond those shown in official Warranty Rewards literature. You further agree to sell services available through Warranty Rewards only in authorized territories.

**5. Sales Commissions.** For each Electronics Customer that you personally enroll, you will receive a commission of \$20 on Month 1 and \$5 on all subsequent months that the Customer is Active. For each Vehicle Customer that you personally enroll, you will receive a commission of \$50 on Month 1 and \$5 on all subsequent months that the Customer is Active. Commissions will be paid on the 10<sup>th</sup> of every month for the previous month's successful sales.



**6. Modification of Terms.** The terms of this Agreement may be modified as specified in Rule 1 in the Policies and Procedures.

**7. Jurisdiction and Governing Law.** The formation, construction, interpretation, and enforceability of your contract with Warranty Rewards as set forth in this Independent Sales Rep Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Florida without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against Warranty Rewards, LLC with jurisdiction and venue as provided by Louisiana law.

**8. Dispute Resolution.** All disputes and claims relating to Warranty Rewards, its services, the rights and obligations of an Independent Sales Rep and Warranty Rewards, or any other claims or causes of action relating to the performance of either an Independent Sales Rep or Warranty Rewards under the Agreement or the Warranty Rewards Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Miami, Florida, or such other location as Warranty Rewards prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. **Additionally, you agree not to initiate or participate in any class action proceeding against Warranty Rewards, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding.** This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent Warranty Rewards from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

**9. Time Limitation.** If an Independent Sales Rep wishes to bring an action against Warranty Rewards for any act or omission relating to or arising from the Agreement, such action must be brought within one year from the date of the alleged conduct giving rise to the cause of action. Independent Sales Rep waives all claims that any other statutes of limitations apply.

**10. Miscellaneous.** If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and Warranty Rewards and supersedes any prior agreements, understandings and obligations between you and Warranty Rewards concerning the subject matter of your contract with Warranty Rewards.

**11. Submission of Electronic W-9.** Under penalty of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2), I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. Citizen or other U.S. person.