

## PRODUCER AGREEMENT

This Producer Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ by and between TruckSuite, LLC ("TruckSuite"), 154 Charlois Blvd. Winston Salem, NC 27103, and \_\_\_\_\_, located at \_\_\_\_\_, ("Producer"). TruckSuite and Producer are also referred to herein individually as "Party" and collectively as "Parties." In consideration of the mutual covenants, conditions, and provisions contained herein, the Parties agree as follows:

### ARTICLE I – AUTHORIZATION AND INDEPENDENT CONTRACTOR

TruckSuite hereby authorizes Producer to offer and sell TruckSuite Products to its customers under the conditions set forth herein and the Schedules attached hereto and incorporated herein by reference. Nothing contained in this Agreement shall be construed to constitute one Party as the partner, employee or agent of the other, it being intended that each Party is an independent contractor responsible for its own actions.

### ARTICLE II – DURATION OF PRODUCER AGREEMENT

This Agreement shall be effective on the date first written above and applies only to TruckSuite Products sold or issued after that date. This Agreement may be terminated without cause by giving the other Party not less than thirty (30) days prior written notice of such termination. A material breach of the terms of this Agreement, including but not limited to, failure to pay any amounts when due, shall provide cause for immediate termination upon giving written notice to the breaching Party. This Agreement shall automatically terminate without notice if the Producer or TruckSuite ceases to do business, becomes insolvent, makes an assignment for the benefit of creditors, or enters into bankruptcy, receivership, liquidation or other similar proceedings. The date of occurrence of said events shall be the effective date of termination. Upon termination of this Agreement, Producer shall cease providing TruckSuite Products and pay to TruckSuite, within 30 days following termination, all monies due to TruckSuite hereunder. TruckSuite shall be entitled to deny Producer access to the TruckSuite Transactional Website upon termination. Following termination of this Agreement, Producer shall remain liable for its pro rata share of the Producer Commission portion of any refunds upon valid cancellation of TruckSuite Products as otherwise provided herein. Termination of this Agreement shall not affect the responsibilities of either Party with regard to TruckSuite Products sold or issued prior to the effective date of termination.

### ARTICLE III - AUTHORITY

All TruckSuite Products shall be sold in accordance with and subject to the applicable TruckSuite terms, conditions, coverages and pricing then in effect (collectively, the "Product Terms"). Producer shall not have any authority to alter, modify, waive, or discharge any Product Terms without TruckSuite's prior written consent. Producer is not authorized and agrees not to: (a) incur any obligation, indebtedness or liability on behalf of TruckSuite; (b) issue, circulate or publish without TruckSuite's written consent any advertisement or promotional or marketing material in any way relating to TruckSuite or to TruckSuite's Products, price schedules or underwriting requirements, (c) make, alter, modify, waive, or discharge any contract coverage, terms, conditions, or limitations of any TruckSuite Product; (d) cash, deposit, negotiate, or endorse any checks or other monetary instruments that are either made payable to TruckSuite or it's designee or are otherwise intended by the maker to be paid to TruckSuite; (e) settle, discharge or in any way engage in the claims process; (f) exercise any authority or act on behalf of TruckSuite other than as expressly provided by this Agreement or otherwise approved in writing by a duly authorized TruckSuite Representative; or (g) make any representations which are false, deceptive or misleading. Producer shall cause all Producer business, Producer cost remittance and required Producer documentation on TruckSuite Products to be promptly and directly forwarded to TruckSuite or its designee.

### ARTICLE IV - DUTIES OF PRODUCER

Producer will issue TruckSuite Products to its customers only in the manner that has been approved by TruckSuite. Producer acknowledges that TruckSuite Products have been developed by and are proprietary to TruckSuite, and that Producer has been authorized to use TruckSuite's trademarks, trade names, promotional materials, Waivers and other forms and proprietary procedures associated therewith only during the term of this Agreement, and only in a manner as approved in writing by TruckSuite. Any marketing or promotional materials developed by Producer relating to TruckSuite Products may not be utilized without obtaining the prior written consent of TruckSuite. At the termination of this Agreement, Producer shall return all unused marketing materials to TruckSuite, and shall not use TruckSuite's trademarks, trade names, forms, proprietary procedures or other materials thereafter.

Producer shall as promptly as possible following the sale or issuance of TruckSuite Products, but no later than the fifth day of the month following the month of sale or issuance, report and remit to TruckSuite completed TruckSuite Products in an electronic or other format acceptable to TruckSuite, together with the current cost for such TruckSuite Products. Producer shall hold funds due to TruckSuite in connection with the sale or issuance of the TruckSuite Products in a fiduciary capacity. Neither TruckSuite nor the insurance carrier shall have any obligation to Producer or its customers with respect to any TruckSuite Products until Producer timely submits the completed TruckSuite Products and the full amount of the current cost, and the failure to so submit shall constitute a material breach of this Agreement. Producer will follow TruckSuite's procedures, policies, rules, costs, and guidelines which TruckSuite may change at any time in its sole discretion. Producer shall comply with all federal, state and local statutes, regulations and rules in the conduct of its business. Producer shall not make, alter, modify, change, waive or discharge any terms or conditions of any TruckSuite Products. Producer agrees to assist TruckSuite in obtaining any information or documentation necessary to process TruckSuite Products or to adjust claims.

#### **ARTICLE V - DUTIES OF TRUCKSUITE**

TruckSuite will process and administer those TruckSuite Products which it receives on a timely basis along with the appropriate funds. TruckSuite will enter into its administrative computer system the necessary information to enable it to track TruckSuite Products and funds received, to adjust and obtain payment for claims, and to prepare such reports as agreed to between TruckSuite and Producer. TruckSuite shall acquire and maintain where required an insurance policy that provides, subject to the insurance carrier's underwriting rules, coverage for valid and proper claims arising under the TruckSuite Products. TruckSuite or the insurance carrier shall be responsible for the administration, settlement, compromise and payment of claims for TruckSuite Products which are reported with appropriate funds on a timely basis, and under no circumstances more than 90 days from the date of sale or issuance, to TruckSuite or the insurer by Producer. TruckSuite will furnish to Producer access to such online and printed forms and promotional materials of TruckSuite as is necessary to carry out Producer's duties hereunder. TruckSuite will also keep Producer informed as to underwriting requirements of TruckSuite applicable to TruckSuite Products. TruckSuite and/or its designated Administrator shall be solely responsible for administering and paying all benefits related to TruckSuite Products. Producer shall have no authority to adjudicate, settle, compromise, or pay any benefits related to TruckSuite Products. In the event a customer attempts to make a claim under an TruckSuite Product directly with Producer, Producer shall instruct the customer to follow the claims reporting instructions set forth in the TruckSuite Product Form and shall provide all reasonable and necessary cooperation and assistance to the customer.

#### **ARTICLE VI – PRODUCER COMMISSION**

Producer commission shall be its sole compensation from the sale of TruckSuite Products and is the difference between the Producer cost of a TruckSuite Product and the Producer's Retail Selling Price of an TruckSuite Product, as determined by Producer in accordance with the provisions set forth herein. Producer shall bear a proportionate share of any cancellation or other refunds to its customers. Producer's refund percentage shall be determined by TruckSuite in accordance with the terms of the TruckSuite Product. Producer's share of each refund shall be calculated by multiplying the refund percentage by the entire commission received by Producer on such canceled product. TruckSuite, as a matter of business convenience and in its sole discretion, may include in a refund payment to a customer a refund amount on behalf of Producer, as determined by TruckSuite's records. In any refunds to customers where Producer's share is advanced by TruckSuite, Producer agrees to promptly pay TruckSuite Producer's share of the customer refund paid by TruckSuite.

#### **ARTICLE VII – BUSINESS RECORDS**

Producer shall maintain complete and accurate records regarding the business transacted hereunder and TruckSuite shall have the right to audit, inspect and copy such records at reasonable times during normal business hours upon reasonable notice.

#### **ARTICLE VIII – PRIVACY OF CUSTOMER INFORMATION**

In performing obligations pursuant to this Producer Agreement, the Parties acknowledge that they may have access to, and receive disclosure of, certain customer information. The Parties agree that all such customer information shall be kept and maintained in accordance with state and federal privacy laws, including but not limited to, the Gramm- Leach-Bliley Act.

## **ARTICLE IX - ASSIGNMENT**

This Agreement is by and between the Parties signing hereto and is not to be sold, transferred or assigned to any third Party without the written consent of the other Party, which consent will not be unreasonably withheld in the event of a sale of all or substantially all of a Party's business.

## **ARTICLE X – PRICING AND DISCONTINUANCE OF PRODUCTS**

TruckSuite may in its sole discretion and at any time (a) adjust a Product's cost upon thirty (30) days' notice; (b) retire from any territory; (c) discontinue and/or withdraw any Product or form of Product in any territory without prejudice to its right to continue sales or use of said Product or form of Product in any other territory of TruckSuite; (d) discontinue and/or withdraw any Product or form of Product in all territories and (e) resume the sale of any Product or form of Product in any territory at any time.

## **ARTICLE XI - COVENANT NOT TO DISCLOSE CONFIDENTIAL INFORMATION**

The nature of the Parties relationship is such that during the term of this Agreement, a Party may be exposed to confidential, proprietary and/or trade secret information concerning the other Party's business operations. All customer lists and records, including those developed or maintained by others, regarding a Party's business operations, including, but not limited to customer or business records and plans, financial statements, pricing structure, product design information, waiver content, plan names, discounts, costs, computer programs, or documentation and information pertaining to the same, regardless of the media in which the information is maintained (hereinafter "Confidential Information") is confidential, proprietary and/or trade secret information and shall belong to and remain the property of such Party. The above does not apply to any of the items listed if the item has been made available to the general public (e.g. brochures, other customer marketing materials, cost rate sheets, agreements and any materials normally given to Sellers, customers, etc.). Neither Party shall make any copies (whether photocopies or copies of computer hardware or software) of a Party's Confidential Information without the written consent of the other Party.

Each Party agrees that during and after termination of its relationship with the other Party, it shall not disclose or communicate to any person, firm, partnership, organization, association, corporation, or entity, any Confidential Information of the other Party, whether in written, magnetic, electronic or oral form, and regardless of whether or not the foregoing information or matters would otherwise be deemed confidential, material or important, without the written consent of the other Party. The Parties hereto agree that, as between them, all such Confidential Information is material, substantial, important and confidential, and materially affects the successful conduct of the other Party's business and that any breach of the terms of this covenant shall be a material breach of this Agreement. The covenant not to disclose may only be waived or amended if such waiver or amendment is in writing and approved by an authorized representative of the other Party. The Parties acknowledge that any breach of the covenant not to disclose may cause irreparable harm to the other Party, for which there is no adequate remedy at law. As a consequence, each Party agrees that if they fail to abide by the terms of this Agreement or threatens a violation of this Agreement, the other Party shall be entitled to seek an injunction restraining such Party from disclosing, in whole or in part, Confidential Information, or other relief in a court of equity. Nothing contained herein shall be construed as prohibiting a Party from pursuing any other remedies available for such breach or threatened breach as a result of the violation of this covenant.

## **ARTICLE XII – NO WAIVER**

The forbearance or neglect of a Party to insist upon the performance of any provision of this Agreement or of the TruckSuite Products by the other Party shall not constitute a continuing waiver of that provision or a waiver of any subsequent breach or default by the other Party.

## **ARTICLE XIII – APPLICABLE LAW AND ARBITRATION**

This Agreement shall be interpreted under the laws of the State of North Carolina. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration pursuant to the American Arbitration Association's Commercial Arbitration Rules. The number of arbitrators shall be one and the place of arbitration shall be in the State of North Carolina. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Both Parties hereby waive the right to enforce a breach of this Agreement via any court proceeding or trial, whether by judge or jury.

#### **ARTICLE XIV – NOTICES**

Any notice provided for in this Agreement shall be deemed sufficient if delivered personally or sent by air express delivery service, registered mail or certified mail to the address of the respective Parties stated above, or to such other address as a Party may have subsequently designated in writing. Any change of address notice is effective only upon receipt. In the event the Party to whom a notice is sent no longer maintains its office or receives mail at the last known address known to the sender, the actual receipt of such notice is not deemed to be necessary as to any notice that is effective upon receipt. In such event, the effective date shall be three days after the sending of such notice. Producer shall promptly notify TruckSuite of its receipt of any legal notice or legal complaint affecting TruckSuite or the sale of TruckSuite Products and shall immediately forward same to TruckSuite.

#### **ARTICLE XV - INDEMNIFICATION**

Each Party hereto agrees to indemnify and hold the other Party (including but not limited to its officers, employees, agents and directors) harmless from and against any and all losses, damages, liabilities, obligations, costs, expenses, suits, proceedings (civil, criminal, administrative, or investigative) judgments, orders, fines, penalties, amounts paid in settlement, actions and causes of action, of any character, type or description, including reasonable attorney's fees and court costs incurred in defending claims by third Parties, and any and all other such related expenses, suffered or incurred that arise directly or indirectly out of, or in connection with, any claim, allegation or assertion made against that Party as a result of (a) the other Party's performance of or failure to perform a duty under this Agreement; (b) any misrepresentation by the other Party as to any terms and provisions of any TruckSuite Product; or (c) a breach by the other Party of any terms or provisions of this Agreement.

#### **ARTICLE XVI – OFFSETS**

TruckSuite may offset against any amounts payable by TruckSuite to Producer under this Agreement any existing or future indebtedness owed by Producer to TruckSuite. Producer agrees to pay, or at TruckSuite's sole option TruckSuite may offset against any amounts payable by TruckSuite to the Producer, any existing or future indebtedness due TruckSuite from Producer.

#### **ARTICLE XVII - ENTIRE AGREEMENT AND AMENDMENT**

This Agreement and any Schedules and Exhibits embody the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. This Agreement shall be amended only in a written document signed by all Parties to this Agreement

#### **ARTICLE XVIII - SEVERABILITY AND ENFORCEABILITY**

This Agreement shall be deemed separable and if any portion or provision hereof shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other portions or provisions of this Agreement which shall remain in full force and effect. If any one or more of the provisions contained in the Agreement should for any reason be held to be excessively broad as to time, duration, geographic scope, activity or subject, it shall be construed, by limiting and reducing the respective provision, so as to be enforceable to the extent compatible with the applicable law as it shall then exist.

#### **TruckSuite**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

#### **Producer**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_



## Schedule A

This "Schedule A" is hereby incorporated by reference into the Producer Agreement entered into between TruckSuite and Producer dated \_\_\_\_\_, 202\_\_.

### TruckSuite Commercial Truck Vehicle Service Contract

Producer must do the following prior to selling a TruckSuite Vehicle Service Contract on a vehicle:

- Conduct an inspection of the vehicle and perform service of a nature consistent with the Producer's usual and customary practices for making a vehicle front line ready and preparing it for sale.
- Visually inspect the vehicle and its components, identify leaks at seals, gaskets or housing and make repairs as necessary.
- Verify engine performance, identify any skips, misses or knocking; make repairs as necessary.
- Check fault codes on the vehicle and perform preventative maintenance.
- Road test the vehicle, identify any performance and operational issues; make repairs as necessary.
- Maintain Repair Orders related to any repairs performed as a result of the above activity.

Pricing per TruckSuite's then current Rate Card. Sales can be made to customers in the United States.

#### TruckSuite

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

#### Producer

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties 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 (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.