



RescueCorp Agreement

This agreement is made as of _____, 20____ by and between RescueCorp or its' assigns (hereinafter to be referred to as "Company") and _____ at the following business address: _____ (Hereinafter to be referred to as "Affiliate"), outlines the duties and obligations of both parties. "Customer" shall be defined as the purchaser of a "Company" product from "Affiliate". The terms and conditions of this agreement are as follows:

- 1) Both parties shall act in good faith in all activities related to this agreement.
- 2) "Affiliate" may not use the RescueCorp, in any printed material not created by "Company" without written authorization from "Company".
- 3) "Company" agrees that the "Customer" list produced by "Affiliate" is the property of "Affiliate", and that the "Customer" data will not be supplied to any other entity, except as required by law, for providing additional services, or for data management. "Company" will have access to such "Customer" list for the purpose of assisting "Affiliate" with reporting, tracking, and providing service under the terms of this agreement.
- 4) In the event that membership fees are collected by "Affiliate" and not remitted to "Company" via electronic processing on "Company" website, "Affiliate" agrees to pay "Company" the amounts due "Company" promptly, and to abide by the collection procedures in place by "Company". Once per week, "Company" will notify "Affiliate" by electronic notification of the balance due to "Company" for contracts issued by "Affiliate". Two (2) business days following this notification, "Company" will withdraw funds from the bank account provided by "Affiliate" to "Company" for this reason. In the event that a sweep account has not been designated, "Affiliate" agrees to pay "Company" promptly after each billing is received.
- 5) In the event that "Affiliate" fails to maintain funds in the designated bank account and the withdrawal or check is returned for insufficient funds, closed account, or any other reason, "Company" reserves the right to charge an additional fee of \$39.00 to "Affiliate". If the balance remains unpaid for 30 days, "Company" reserves the right to charge a

prevailing rate of interest, until the applicable balance is collected. Additionally, "Company" reserves the right to suspend or terminate this agreement without notice if "Company" makes the determination that "Affiliate" is unwilling or unable to pay balances due "Company".

6) "Affiliate" agrees to hold "Company" harmless for any acts, errors or omissions by "Affiliate".

7) If for any reason, any clause in this agreement is unenforceable; all other clauses remain intact and enforceable.

8) "Affiliate" agrees that every product provided by "Company" for use or distribution by "Affiliate" is the intellectual property of "Company". "Affiliate" agrees that such intellectual property is confidential and will not be distributed or disclosed to any third party without the express written permission of "Company". Additionally, "Affiliate" agrees not to reproduce any property of "Company" in any manner that would be detrimental to "Company" (including the reproduction by "Affiliate", or its' assigns for use without knowledge or benefit of "Company".)

9) This agreement may be terminated without cause by either party with a minimum of ninety (90) days notice in writing. Notice will be deemed valid if sent via overnight mail to the party receiving notice. Notice may be waived by "Company" in the event that money owed to "Company" is overdue from "Affiliate", or if any legal reason exists beyond the control of "Affiliate" or "Company". In any event, termination of this agreement does not relieve "Affiliate" or "Company" from their duties to perform in provision of services or for payment thereof. This agreement may be terminated immediately if either party files a petition for bankruptcy or reorganization.

10) "Affiliate" understands and agrees that a "Customer" may NEVER be reimbursed for services not ordered through channels provided by "COMPANY". "COMPANY" is NOT distributing an insurance product and must never hold itself out to be in any way related to insurance. If any "Affiliate" fails to abide by this clause, this agreement may be immediately, unilaterally terminated. "Affiliate" agrees to hold "COMPANY" harmless from any representations as to any connection with insurance products, or reimbursement for any product not provided by "Company" or its assigns.

11) "Affiliate" may use its best judgement in determining the retail cost of the membership. The cost to the "Affiliate" for each "Customer" is \$20 per vehicle, or in the event that there is no vehicle, \$20.

Services

12) Where applicable, "Company" will provide Emergency Roadside Assistance in all fifty (50) United States, the District of Columbia and Puerto Rico. "Company" may suspend services in any such jurisdiction if it determines that continuing to provide Emergency Roadside Assistance in such jurisdiction would violate an applicable law or regulation. "Company" will staff Call Centers with CSRs available to take Customer calls twenty-four (24) hours per day, three hundred sixty-five (365) days a year. "Company" may determine in its sole discretion which "Company" Call Centers take calls. "Company" shall provide Emergency Roadside Assistance to passenger automobiles, motorcycles, passenger vans, mini-vans, station wagons, s p o r t utility vehicles and light and medium duty pickup trucks not exceeding 8,000 pounds gross vehicle weight.

13) "Company" will make commercially reasonable efforts to dispatch an Independent Service Provider to "Customers" in need of Emergency Roadside Assistance. However, "Affiliate" recognizes that in some instances, "Company" may be unable to locate an Independent Service Provider or that due to severe weather or other circumstances beyond the control of "Company", no Independent Service Provider is available for dispatch for an extended period of time. Further, Independent Service Providers may decline to provide Emergency Roadside Assistance on restricted, toll or private highways or in areas where it would be hazardous for Independent Service Providers' vehicles to travel. Further, "Company" shall have no obligation to provide Emergency Roadside Assistance to any "Customer" who is not listed as eligible for such service according to "Company" records and who does not agree to pay for a dispatch of Emergency Roadside Assistance.

14) Affiliate be approved agreement, executed this Agreement by their duly authorized representatives on the dates reflected below to be effective as of the day and year first written above.

15) This Agreement a n d all disputes arising from this Agreement are to be interpreted and resolved in the Colorado State Courts or an arbitrator that is accepted and agreed upon by

both parties to this Agreement. Any litigation arising from this agreement must be filed in the 4th district courts, El Paso County Colorado.

16) In any case that "Affiliate" fails to perform any duties under this agreement, "Company" reserves the right to declare that "Affiliate" is in default. Should such default occur, "Company" reserves the right to collect any balances due under this Agreement, in addition to legal, collection, or any other applicable expenses. The collection process may include several remedies, up to and including the capture of the customer lists and retention of the customers. Should a default be declared by Company, the termination provision of this agreement may be accelerated at the election of "Company".

"Affiliate"

RescueCorp

By: _____

By: _____

(signature)

(signature)

Print Name _____

Phone _____

E-mail _____

Authorization agreement for direct payments (ACH Debits)

Affiliate Business Name _____

I (we) hereby authorize RescueCorp, hereinafter called "Company" to initiate debit and/or credit entries to my (our) checking account indicated below at the depository named below, hereinafter called "Depository" to debit and/or credit the same to such account.

Depository Name _____

Branch _____ City _____ State _____

Routing Number _____

Account Number _____

This authorization is to remain in full force and effect until Company has received written notification of its termination in such time and in such manner as to afford the Company and the Depository as reasonable opportunity to act on it.

Name(s): _____

Signed: x _____

Signed: x _____

Date: _____



Instructions for enrolling your client

Once you've created your account - visit <http://www.rescuecorp.com> and select "Partner Login". This will take you to our login screen. Use the login and password that you created when creating your account.

Next - you will see our producer actions page. This is where you can begin to enroll clients. Simply complete the pertinent fields on the page with your client's information, choose what fee (amount) you would like shown on their contract (defaults to zero) then click submit. The fields will clear and your client is enrolled. Now **BEFORE LEAVING THIS PAGE** - scroll to the bottom and click "print contract". This is where you will print your clients contract.

That's it! You're done!

We appreciate your business and as always feel free to contact on our representatives if you have any questions.

Nick Seago
(314) 223-0585
nick@rescuecorp.com

Steve Kerbel
(719) 331-4950
steve@rescuecorp.com