

## **LEMON PROOF LLC INDEPENDENT SALES REPRESENTATIVE AGREEMENT**

**1. Authorization and Contract.** By executing this Independent Sales Representative Agreement (“Agreement”), you apply for legal authorization to enter into contract with Lemon Proof LLC. You acknowledge that prior to electronically signing you have read, understood and agree to sell the Lemon Proof Contract. You also understand that TDLR must accept and approve an application that you submit online to TDLR, together with a \$20 non-refundable fee by credit card online on the TDLR website <https://www.tdlr.texas.gov> under the heading For Profit Legal Service Contracts and the subheading “New License Applications.” You further understand and agree that you will not attempt to sell the Lemon Proof Contract to anyone until you have received written approval from TDLR of your application and an independent code assigned to you by Lemon Proof acknowledging Lemon Proof’s receipt of your TDLR written approval and Lemon Proof’s acceptance of you as an approved Lemon Proof LLC Independent Sales Representative (ISR). Lemon Proof LLC reserves the right to reject any application for any reason within 30 days of receipt. This Contract does not become enforceable until Lemon Proof LLC receives confirmed approval from TDLR that you are approved to be a Lemon Proof ISR and Lemon Proof LLC executes the approved signature line on this Agreement.

**2. Expiration, Renewal, and Termination.** The term of this Agreement is one year, with automatic annual renewals provided you continue to meet Lemon Proof’s ISR requirements and pay TDLR’s annual fee, which is currently \$20 but may change over time. In the event of cancellation, termination or nonrenewal, you waive all rights you have as an ISR and will no longer be able to sell for Lemon Proof or receive commissions from Lemon Proof. ISRs may cancel this Agreement at any time, and for any reason, upon written notice to Lemon Proof at its principal business address. Lemon Proof may cancel this Agreement for any reason upon 30 days advance written notice to the ISR.

**3. Independent Contractor Status.** You agree this authorization does not make you an employee, agent, or legal representative of Lemon Proof LLC. As a self-employed independent contractor, you will be operating your own independent business when selling for Lemon Proof. 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 concerning Lemon Proof LLC and the Lemon Proof Contract beyond the available information specifically provided by Lemon Proof LLC. You further agree to only sell for Lemon Proof LLC in the state of Texas and to customers who have purchased new vehicles in Texas.

**5. Sales Commissions and Payment Terms.** For a one-time payment of \$399, Lemon Proof qualifying customers purchase the right to have an experienced Texas consumer attorney, pre-selected and paid for by Lemon Proof LLC, to handle their breach of warranty issues against the vehicle manufacturer. The customer receives the attorney services without being responsible for any further out of pocket costs or fees associated with the attorney handling the customer’s claims, even if those claims require a trial in a court of law. Every new vehicle purchaser is eligible for the product. Vehicle includes new cars, trucks, motorcycles, boats, and RVs. The product is not available for any used vehicle purchases. **ISRs that directly sell the \$399 product to a customer that identifies the ISR as their sales rep will receive a 25% net**

**commission, minus the transactional costs, which are approximately 6% of the total purchase price. This means on every \$399 product directly sold by an ISR to a customer that identifies the ISR as their sales rep, the ISR receives \$93.75.**

ISRs will be mailed their 25% net commission payments the 15<sup>th</sup> day of each month for all final sales completed in the previous calendar month. Lemon Proof ISRs do not collect any monies from Lemon Proof customers. All Lemon Proof customer transactions are completed online. Customer payments occur on the Lemon Proof website [www.lemonproofllc.com](http://www.lemonproofllc.com). Lemon Proof ISRs direct their customers to fill in the ISRs code when completing the transaction. When the transaction is completed online, the Lemon Proof customer will receive a receipt of their transaction and Lemon Proof will send the customer a digital copy of the contract, or if requested by the customer, a hard copy to their mailing address. A copy of the receipt will also go to the Lemon Proof ISR whose code has been entered during the transaction.

**6. Modification of Terms.** Lemon Proof LLC may modify this Agreement's terms by providing 30 days written notice to ISRs. ISRs agree that Lemon Proof sending of an email to the ISR constitutes sufficient written notice.

**7. Jurisdiction and Governing Law.** The formation, construction, interpretation, and enforceability of this ISR Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Texas without regard to conflict of law provisions.

**8. Dispute Resolution.** All disputes and claims relating to Lemon Proof LLC or any of its employees, officers, managers, directors, lawyers, accountants or agents, for its services or products, the rights and obligations of an ISR and Lemon Proof LLC, or any other claims or causes of action relating to the performance of either an ISR or Lemon Proof LLC under the Agreement or the Lemon Proof Contract or other products or services shall be resolved totally and finally by mediation or arbitration in Dallas, Texas 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 Lemon Proof LLC, or any of its employees, officers, managers, directors, lawyers, accountants or agents 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 Lemon Proof LLC 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. If an ISR wishes to bring an action against Lemon Proof LLC or any of its employees, officers, managers, directors, lawyers, accountants or agents for any act or omission directly or indirectly 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. ISR waives all claims that any other statutes of limitations apply.

**9. 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 Lemon Proof LLC and supersedes any prior agreements, understandings and obligations between you and Lemon Proof LLC concerning the subject matter of your contract with Lemon Proof LLC.

**10. Submission of Electronic W-9.** Under penalty of perjury, I certify that (1) the number shown on the W-9 form submitted by me 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.