



INDEPENDENT SALES REP AGREEMENT

1. Authorization and Contract. By executing this Independent Sales Rep Agreement (“Agreement”), you apply for legal authorization to enter into contract with MWR Life. You acknowledge that prior to signing you have received, read and understood the MWR Life Income Disclosure Statement, that you have read and understood the MWR Life 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, and that you have read and agree to all terms set forth in this Agreement. MWR Life 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, with automatic annual renewals. In the event of cancellation, termination or nonrenewal, you waive all rights you have as an Independent Sale Rep and will no longer be able to offer MWR Life services. Independent Sales Rep may cancel this Agreement at any time, and for any reason, upon written notice to MWR Life at its principal business address. MWR Life may cancel this Agreement for any reason upon 30 days advance written notice to Independent Sales Rep.

3. Independent Contractor Status. You agree this authorization does not make you an employee, agent, or legal representative of MWR Life. As a self-employed independent contractor, you will be operating your own independent business, buying and selling services available through MWR Life 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 MWR Life literature. You further agree to sell services available through MWR Life only in authorized territories.

5. Sales Commissions. For each Customer that you personally enroll, you will receive a commission of \$25 on Month 1 and \$2 on all subsequent months that the Customer is Active. Commissions will be paid on the 10th of every month for the previous month’s successful sales.

6. Modification of Terms. The terms of this Agreement may be modified by MWR Life by providing 30 days written notice to Independent Sales Rep.

7. Jurisdiction and Governing Law. The formation, construction, interpretation, and enforceability of your contract with MWR Life 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.

8. Dispute Resolution. All disputes and claims relating to MWR Life, its services, the rights and obligations of an Independent Sales Rep and MWR Life, or any other claims or causes of action relating to the performance of either an Independent Sales Rep or MWR Life under the Agreement or the MWR Life 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 MWR Life 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 MWR Life, 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 MWR Life 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 Independent Sales Rep wishes to bring an action against MWR Life 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.

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 MWR Life and supersedes any prior agreements, understandings and obligations between you and MWR Life concerning the subject matter of your contract with MWR Life.

10. 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.