

## AGREEMENT

**THIS** Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ (“Effective Date”) by and between TVC Pro-Driver, Inc. (hereinafter referred to as “TVC”), having its principal office at 3200 W. Wilshire Blvd., Oklahoma City, OK 73116 and \_\_\_\_\_ (hereinafter referred to as “Fleet”), having its principal office at \_\_\_\_\_ (each one a “Party” and collectively the “Parties”).

**WHEREAS**, Fleet wishes to offer its drivers membership (“Fleet Members”) with a company capable of providing benefits to its drivers which benefits include legal protection services, roadside assistance, and more; and

**WHEREAS**, TVC offers memberships for benefits including legal protection services, roadside assistance, and more in all fifty (50) United States and Canada;

**NOW, THEREFORE**, in consideration of their mutual promises and other good and valuable consideration, the Parties hereto do agree as follows:

1. **PROVISION OF SERVICES.** Fleet engages TVC to provide to Fleet Members the services as specified in the Membership Agreements attached hereto as Exhibits A and B (Fleet Platinum and Fleet Gold Membership Agreements).
2. **TERM AND FEES.**
  - a. The Term of each Membership Agreement shall be for \_\_\_\_\_ ( ) month(s)/year(s) commencing on the Effective Date as defined in the Membership Agreement. The Term of each Membership Agreement shall automatically renew (“Renewal Term”) unless the Fleet Member notifies TVC of his or her desire to cancel the Membership Agreement pursuant to that Agreement.
  - b. Fleet understands and agrees that TVC shall invoice Fleet for the monthly Membership Fees of all Fleet Members electing to enroll in a Membership with TVC. Fleet further agrees to submit payment on the invoice within thirty (30) days of receipt of the invoice.
3. **FLEET’S RESPONSIBILITIES.** Fleet’s responsibilities shall include, but not be limited, to the following:
  - a. Immediately following selection and execution of a Fleet Membership Agreement by the Fleet Member or as soon as is practicable thereafter, Fleet shall submit to TVC the executed Membership Agreement. The Membership Agreement shall be dispatched in an electronic format reasonably acceptable to both Parties, with a correlating electronic message clearly including the following minimum information: the Fleet Member’s name, current mailing address specifying street address or post office box, city, state, zip code, phone number, email address, and Membership Agreement Effective Date.
4. **TVC’S RESPONSIBILITIES.** TVC’s responsibilities shall include, but not be limited, to the following:

- a. For all Fleet Members (a) for whom TVC has electronically received an executed Membership Agreement indicating that said Fleet Member desires a Membership with TVC as described in the Membership Agreement and (ii) for whom TVC has received from Fleet the appropriate revenue as described at Section 2(b) above, then TVC will provide a Membership to that Fleet Member with the same level of expertise extended by TVC to all its Members.
5. **TRADE SECRET INFORMATION.** All business plans, technical data, or other information of any kind, written or oral, of TVC, including but not limited to third Party business relationships, are considered TVC trade secret information. As such, Fleet shall keep all such information confidential, and shall not form business relationships with any third-Party provider of services offered by TVC to Fleet Members, which in any way could circumvent the intent of this Agreement, without the express written consent of TVC. The provisions of this Paragraph 5 shall survive the termination of this Agreement.
  6. **FLEET PUBLICITY.** Fleet agrees to submit to TVC any advertising, sales promotions, press releases, fulfillment materials, packaging materials, or other publicity matters not specifically provided by TVC and in which TVC's corporate or trade names or trademarks or those of TVC's affiliates are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied, and Fleet further agrees not to publish or use such advertising, sales promotion, press releases, fulfillment materials, packaging materials, or publicity matters without TVC's prior written approval. Moreover, Fleet agrees to abide by all consumer protection laws in advertising, promoting, or publicizing TVC memberships to Fleet Members.
  7. **INDEPENDENT CONTRACTOR.** TVC agrees that it shall act as an independent contractor and not as an agent or employee of Fleet when fulfilling Membership Agreements for Fleet Members. Nor shall anything contained in this Agreement serve to create a partnership between or joint venture by the Parties hereto. No Party shall hold itself out contrary to the terms of this Agreement, and no Party shall become liable by any representation, act, or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third Party and shall not be deemed to give any right or remedy to any such Party whether referred to herein or not.
  8. **CONFIDENTIAL FLEET MEMBER INFORMATION.** Fleet understands and agrees that TVC may become privy to confidential Fleet Member information when providing services to Fleet Members. Fleet understands and agrees that TVC cannot and will not share such confidential Fleet Member information without the Fleet Member's prior written consent effectuated through a signed Power of Attorney and/or waiver.
  9. **TERM AND TERMINATION.**
    - a. Termination by the Parties with Notice. Either Party may terminate this Agreement by giving the other Party thirty (30) days' prior written notice, without any reason, and without giving any reason. The termination of this Agreement for any reason, other than for non-payment of any fees or reimbursement due TVC, shall not affect or impair the rights of Fleet Members who Fleet has identified as such to TVC pursuant to Paragraph 3 to receive a Membership from TVC prior to the effective date of such termination.

- b. Termination by the Parties without Notice. This Agreement shall terminate without action by either Party in the event of either Party being adjudicated bankrupt, becoming insolvent, or upon the filing by or against either Party of a voluntary or involuntary petition of bankruptcy or the execution by either Party of an assignment to the benefit of creditors, or the appointment of a receiver of either Party.

10. **INDEMNIFICATION / HOLD HARMLESS.** Fleet assumes liability for and agrees to defend, indemnify and hold TVC, its respective successors, assigns, and employees, from and against any and all liabilities, claims, actions, losses, damages, injuries, penalties, costs, demands, and expenses (including legal expenses) of every kind and nature imposed on, incurred by or asserted against TVC in any way related to or connected with or arising out of the negligence of Fleet, its employees or representatives, or any subsidiaries or affiliates of Fleet which constitute a breach of the terms and conditions of this Agreement.

11. **MISCELLANEOUS.**

- a. Assignment. Neither Fleet nor TVC shall assign or transfer any rights or duties under this Agreement without the prior written consent of the non-assigning Party.
- b. Severability. Should any portion of this Agreement be held unenforceable or inoperative for any reason, such shall not affect any other portions of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.
- c. Survivability. The provisions of this Agreement which by their nature are intended to survive termination of this Agreement shall so survive.
- d. Modification. No alterations or additions to this Agreement shall be binding unless in writing and signed by both Parties, except as herein otherwise provided.
- e. Articles and Headings. The Section headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.
- f. Notices. All notices or information required or permitted to be given under this Agreement will be delivered to the individuals, at the addresses, set forth below (or such other individuals and address(es) as may be provided by written notice in accordance with this Paragraph). Such notices must be given in writing and delivered either by hand, by email, by regular mail with return receipt requested, or by a commercial overnight delivery service with tracking capabilities, all delivery charges prepaid. Each notice will be deemed effective and given upon receipt by the Party being served.

**Fleet**  
Address  
Attn:  
Email:

**TVC Pro-Driver, Inc.**  
Address  
Attn:  
Email:

Either Party may, at any time, change its address or email for notification purposes by delivering a notice to the other Party setting forth the new address and the date upon which it will become effective.

- g. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- h. Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, for Acts of God, civil or military authority, acts of public enemy, war accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, or any similar or dissimilar cause beyond the reasonable control of either Party.
- i. Entire Agreement. This Agreement supersedes all previous contracts and constitutes the entire Agreement between the Parties. Fleet shall be entitled to no benefits other than those specified herein. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment or provided herein, such amendment(s) to become effective on the date stipulated in such amendments. Fleet specifically acknowledges that in entering into and executing this Agreement, Fleet relies solely upon the representations and agreements contained in this Agreement and no other.
- j. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Exclusive venue for any dispute arising hereunder is the federal or state courts for Oklahoma City, Oklahoma.
- k. Restricted Authority. Fleet shall have no authority other than as expressly granted by this Agreement. Fleet is not authorized to alter, waive, or modify any of the terms and conditions of the Services described in Exhibits A and B or to enter into any agreement or contract on behalf of TVC.
- l. Counterparts. This Agreement may be executed in counterparts, and upon the execution by all Parties any one of which may be taken as an original.

**IN WITNESS WHEREOF**, the Parties hereto have executed and delivered this Agreement on the day and year first above written.

TVC Pro-Driver, Inc.

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# **Exhibit A**

## **Membership Agreement**