

Provider Listing Agreement

This Provider Listing Agreement (“Agreement”) is between Driver Alliance, LLC an Arizona company (“Driver Alliance” or “We”) and the provider (“Provider” or “You”) wishing to have its business listed (“Listing”) on Driver Alliance’s website www.myduisolution.com (“Website”), including our searchable database of businesses. This Agreement establishes the terms and conditions for the Provider’s participation in the Website’s Listing programs as in effect from time to time. The “Effective Date” means the latest date that the Provider or Driver Alliance signs this Agreement.

1. Provider Listing. Subject to this Agreement, We will display your Business Listing on the Website. You must submit or upload accurate details required by us for the Listing to enable us to create your unique Listing’s page (“Page”) on our Website in a timely manner. The Page will be based on a template created by or for us. You may request to customize your Page at an additional fee from time to time, which will be made available at the time of your request prior to You incurring any charges for such changes. You agree to review and approve the information on your Page and Listing prior to being published to our Website. You must also review your Page and Listing at as frequently as necessary based on how often terms may change for Provider’s business or as customary in Provider’s industry and request revisions and updates to your Page from us to the extent necessary to comply with this Agreement and any other provider guidelines We may publish from time to time. We may send You email notifications from time to time regarding your Page and Listing. We make no representations about the completeness or accuracy of your information. We do not guarantee any minimum number of views of your Listing by Website users. Your Listing information may appear based on search terms used by any particular user, which We do not have control over. We also will not guarantee any order of Listing displayed based on a user’s search. Prior to creating your Page, You must sign up as a Provider, submit all relevant information, provide contact information for us to share with Website users. We may reject any Page or Listing request after reviewing any information related to You that We see fit in our sole discretion. Although We may check status of any license or registration that a Provider maintains from time to time, it is your sole responsibility to inform us of any changes in your business, license, or registration, as applicable to your business.

2. Fee and Payment Terms. Fees will be charged in accordance with Exhibit A to this Agreement. We reserve the right to adjust fees from time to time upon reasonable notice to You. You may cancel this Agreement pursuant to Section 8 if You do not wish to accept the revised fees. Fees will be automatically withdrawn between the 1st and 10th of each month from the billing account You supply to us via debits through the automated clearing house (ACH) in accordance with the Electronic Check (ACH) Authorization Form attached as Exhibit B, or as otherwise updated from time to time. Fees begin to accrue from the Effective Date. You agree to promptly notify us of any changes to your billing account. We may charge a fee for failure to process any ACH debit during the term of this Agreement in the greater amount of \$35 plus any fees charged by our bank to us, or 3% of your outstanding balance then due plus any fees charged by our bank to us. You must dispute charges from us within 15 days of being charged.

We may charge You interest for any missed or late payment at a rate of 1.5% per month until the applicable balance, plus any accrued interest, is paid in full. Any changes or updates to this Agreement or our policies will be communicated to Providers via email at the email address You provide to us upon submitting information for your Page, or as You may notify us from time to time to update.

By submitting a Listing, You agree with all the terms of this Agreement, and specifically acknowledge your consent to each and every term. This Agreement may be executed and delivered by either of our duly authorized officers, or in the case of a natural person one with the capacity to consent to this Agreement. Execution is deemed satisfied by Your electronic acceptance of the terms of this Agreement after You have an opportunity to review this Agreement. Our execution may also be deemed satisfied electronically following your acceptance of this Agreement by a screen prompt on Our Website or separate notification. There is no requirement that physical signatures to this Agreement be otherwise exchanged prior to it becoming effective.

3. Reports, Advertising & Communication. At any time (subject to down time for maintenance, repair, upgrades and other factors that may be beyond our control), You may log into your account Page on our Website, to access various backend information that We may make available as a courtesy from time to time. It is solely the responsibility of providers to ensure that any information or advertisements they post or place on the Website (including without limitation any Content), and any communications they may have with prospective clients through the Services, fully complies with all applicable laws and rules of professional conduct or otherwise as applicable to each such provider.

4. Representations and Warranties; Indemnification. You are solely and exclusively responsible for any legal liability arising out of or relating to (a) the Listing, (b) any material to which users can link through the Listing (“Link”) to either your or a third party’s website, (c) all content provided on your Page, and (d) the products or services offered through the Listing. You represent and warrant that: (i) You have the power and authority to enter into and perform your obligations under this Agreement; (ii) the Listing request and all related information is honest and truthful; (iii) that You own all of the necessary rights to permit the publication, distribution and use of the Listing and Page hosted by or through us for the purposes of this Agreement; and (iv) that the use, reproduction, distribution, transmission, display or serving of the Listing will not violate any laws or any rights of any third parties, including, but not limited to, violations of infringement or misappropriation of any copyright, patent, trademark, trade secret, or other proprietary, property or other right, false advertising, unfair competition, defamation, invasion of privacy or moral rights, or violation of any antidiscrimination law or regulation (collectively “Indemnified Violation”).

You will continue to own any intellectual property related to the Listing and other materials supplied to us by You. You agree that You may not be the only provider of services that You offer through your Listing or Page and acknowledge that We have offered You no rights of exclusivity or preference over any other provider that uses or requests to use our Website. We do not make any representations or warranties regarding our Website, your Listing, your Page, or regarding the quality or viability of any Website user that may request a quote from You.

You maintain full control of the fees quoted and charged to users that become your client; provided that You will honor each quote that You provide to a Website user through the expected date of use that a Website user provides to You and for an additional 60 days thereafter. You must disclose any and all fees charged to You by us when any rule or regulation to which You are bound requires it. You agree to use your best efforts to respond to any and all inquiries generated through the Website within a maximum of 2 business days of receiving each inquiry.

5. Limited License. You grant us a royalty-free license to advertise, copy, modify, publish and distribute the Listing, Page, trademarks, service marks and other materials delivered by You for publication on our Website in accordance with this Agreement for the term of this Agreement and a period of 10 years after its expiration or termination, subject to renewal at our mutual agreement. We will own any works or creations prepared by us or our employees or vendors, including without limitation those works and creations created from the information and materials supplied by You for any Listing or Page, however, You will continue to own all information and materials which You rightfully supply to us and We will have no rights in any profits, gain or other benefit of ownership of the same except as expressly stated in this Agreement. You will defend, indemnify and hold us and our employees, officers, directors, shareholders, and agents harmless from any and all liability, loss, damage, expense, claim, or cause of action, including, without limitation legal fees and expenses, arising out of or related to Provider's breach (or alleged breach) of this Agreement or any of the representations and warranties contained herein, including, without limitation, any liability, loss, damage, expense, claim, or cause of action arising from an Indemnified Violation.

6. Limitations on Damages And Warranties. IN THE EVENT OF A BREACH OF THIS AGREEMENT BY DRIVER ALLIANCE, THE SOLE AND EXCLUSIVE REMEDY OF THE PROVIDER AND ITS AGENTS WILL BE RECOVERY OF DAMAGES NOT TO EXCEED THE AMOUNT PAID TO US BY THE PROVIDER FOR THE LISTING AND PAGE OVER THE THEN MOST RECENT 12 MONTH PERIOD. DRIVER ALLIANCE WILL HAVE NO LIABILITY UNDER THIS AGREEMENT OR OTHERWISE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DRIVER ALLIANCE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE SERVICES AND PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT RESTRICTED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Disclaimer. We make no warranty or guaranty whatsoever regarding the availability, operation or content of our Website. Access to the Website is provided on an "AS-IS, AS-AVAILABLE" basis. You acknowledge that our Website, your Page and the Listing may be unavailable from time to time for maintenance, service, lack of capacity, network congestion and other causes that may or may not be within our control. We are not responsible or liable in any manner for any information, materials or comments posted on our Website, whether posted

by users of our Website, by us, or by third parties. Although We may provide rules for user conduct and postings, We do not control and are not responsible for what users post, transmit or share on our Website and are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content that may be posted on our Website. We are not responsible for the conduct, whether online or offline, of any user of our Website. Without limiting the foregoing, We reserve the right to remove the Provider for any reason, including if the Provider's user ratings decline below average rating(s) for similarly situated providers or if it is reported to us that the Provider violates any law, regulation, or rule applicable to You. We may charge You for any fees associated with changing or removing your Page or Listing and to renew any of the same in the event You default or breach this Agreement. The amount will not exceed \$500 in each instance, in addition to any indemnification or other amounts that may otherwise be due from You to us pursuant to this Agreement.

8. Default and Termination. The initial term of this Agreement is 1 year. Upon expiration of the initial term, this Agreement will automatically renew for subsequent 1 year periods unless terminated according to this Section 8. Except where otherwise stated, including our right to immediately terminate this Agreement for your breach or disable your Page or Listing for any reason We may determine without notice to You, either party may terminate this Agreement upon delivering 30 days prior written notice to the other party. Sections 4, 5, 6, 9, 11 and 13, as well as all payment obligations of Provider shall survive any termination or expiration of the Term or this Agreement. In the event of termination, all outstanding payments due to Driver Alliance from the Provider pursuant to this Agreement will be immediately due and payable based upon the time the Listing or Page was actually active on the Website. It will be an immediate breach if You sell or share any information of a Website user without their prior written consent.

9. Confidentiality. Conversations with us may be recorded for quality assurance and You consent to such recording and our use of its content as We reasonably see fit, including to defend ourselves in any action related to this Agreement or its intentions. You agree to destroy any information from Website users that submit an inquiry to You and do not thereafter become a client of yours within a reasonable period of time, which will not exceed 24 months in any event, unless a longer time period is required pursuant to professional license requirements to which the Provider is bound. The terms and conditions of this Agreement will be considered confidential and will not be disclosed to any third parties except to either party's employees, agents, representatives, accountants and attorneys, on a need-to-know basis only, or except as otherwise required by law. All information and data provided to us by users of our Website or otherwise collected by us relating to user activity on our Website, or from provider ratings, will be retained and owned solely by Driver Alliance. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If You believe that any material on the Site infringes upon any copyright which You own or control, You may file a DMCA Notice of Alleged Infringement with Driver Alliance's Designated Copyright Agent:

Driver Alliance Copyright Agent
c/o Bill Greene

9048 E. Bahia Dr., Scottsdale, AZ 85260
Telephone: 480-535-4065
email: support@driveralliancellc.com

10. Reservation of Rights. Notwithstanding anything to the contrary in this Agreement, We reserve the right to refuse to serve or display, and reserve the right to remove, any Listing, Page or other Provider-provided material from our Website for any reason or no reason, in our sole discretion.

11. Non Disparagement. The Parties will not communicate any negative comments regarding each other on any service accessible via the Internet, including social media or online review boards, including but not limited to Yelp, Twitter, Facebook and the Better Business Bureau. Should either party breach this provision, the non-breaching party will be entitled to liquidated damages in the amount greater amount of \$5,000.00 per breach or the actual damages sustained by us as a result of your breach or non-compliance with this Agreement. It is understood that no Content or other items on the Website regarding the Provider, absent our gross negligence, will be deemed disparaging of the Provider or a violation of this Agreement.

12. Assignment. Provider will not assign or otherwise transfer this Agreement or any rights or obligations hereunder without Driver Alliance's prior written approval, except that in the event Provider sells its business, or substantially all of its assets, this Agreement may be assigned without our written consent so long as Provider gives us at least 15 days prior written notice and confirmation that assignee assumes all Provider obligations under this Agreement.

13. Governing Law. This Agreement is governed by the laws of the State of Arizona, without application of conflict of law provisions, and Provider consents to jurisdiction and venue in the state and federal courts sitting in Maricopa County, Arizona.

14. Notices. All notices, authorizations, and requests in connection with this Agreement will be deemed given (i) 3 days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested to the address provided by You to Us when creating Your Provider account or by otherwise giving us notice pursuant to this section; (ii) 1 day after being sent by air express courier, charges prepaid; and addressed to the address for the receiving party as shown in the Listing (or to such other address as the party to receive the notice or request so designates by written notice to the other), or (iii) upon receipt if sent by email to the most current email address on file for the Provider or, if to us, at Providernotice@driveralliancellc.com with the Provider name in the subject line.

15. Miscellaneous. This Agreement is the entire agreement between the parties with respect to the subject matter in this Agreement and is deemed to merge all prior and contemporaneous agreements, communications and understandings (both written and oral) between us. This Agreement will prevail over any contrary or inconsistent terms in any other document. Aside from updates made available by us, this Agreement may not be modified except by a signed writing between us. This Agreement may be executed in counterpart and through electronic means (such as DocuSign or an affirmative click to accept terms). No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent

breach of the same or any other provision, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision of this Agreement is found unenforceable, the remaining provisions will remain in full effect and, to the extent possible, an enforceable provision will be substituted reflecting our intent as closely as possible. Nothing in this Agreement will be construed to create a joint venture, partnership or other business relationship between the parties. We may update, amend or modify all or any portion of this Agreement as we see fit from time to time and provide You with notice of the same through posting on Our Website or through email or other electronic notification. Your use of any portion of the Website requiring a login unique to You as a provider will be deemed Your express acceptance of any and all revised, amended or otherwise updated terms and conditions which will all be deemed part of this Agreement.

Exhibit A

Activity	Fee
Referral Income	<p>\$0.00 per Website user that converts to a Provider client (“Client”).</p> <p>Selection of Provider by Client, Confirmed by Client and/or as evidenced by a payment for service to Provider, acceptance of Agreement terms or payment arrangement or other activity or exchange of goods and services between Provider and a Client.</p>
Page Views	<p>\$0.00 per initial view by a Website user of a Provider’s Page</p> <p>The initial display of a Provider’s Listing Page by a Client or a Website user, as recorded by tracking software enabled on the Website.</p>
Quote or Lead Generation by Service Provider Type	<p>Each amount is the per prospective client amount, incurred upon presentation of a request to Provider. The providing of a request may include a quote for service, consultation or submission of application for service or credit. Amounts are subject to change at any time in the discretion of the Company; however, such change will be announced prior to taking effect.</p>
Provider Type	Cost Per Lead
Auto Purchase/Sales	\$20.00
Extension of Credit/Finance	\$12.00
Legal	\$70.00
Screening/Counseling	\$10.00
Traffic School	\$5.00
Ignition Interlock	\$7.50
Insurance	\$12.00
License	\$2.50
Home Detention	\$12.00
Monitoring	\$12.00

Reputation Restoration	\$20
Client Override	<p>\$0.00 for ongoing Client revenue</p> <p>0.00% of ongoing Client revenue</p> <p>Commission paid based on Provider topline revenue from referred or assigned Client by way of the Website or other referral from Driver Alliance.</p>
Subscription Fees	As may be applicable upon Provider's prior authorization.

Exhibit B

ELECTRONIC CHECK (ACH) AUTHORIZATION

I, the undersigned authorized agent of the below named provider ("Provider") and on behalf of Provider, authorize Driver Alliance, LLC, an Arizona limited liability company ("Company"), to initiate recurring debit entries to Provider's corporate account indicated below at the financial institution named below ("Financial Institution") or at the account listed on Provider's check used for its initial payment to establish. Debits will be made monthly on the same day of each month. Automatic, recurring debits begin the second month of the Provider Listing Agreement. Debit entries are for recurring charges assessed in accordance with the Provider Listing Agreement between the Company and Provider. Provider acknowledges that the origination of ACH transactions to Provider's account must comply with U.S. Law, that Provider is OFAC compliant, and that no ACH transaction entries will be for any personal or consumer goods or services. If Company receives 2 or more rejected or returned transaction entries in any 3 month period, Provider agrees to submit and replenish a deposit in the higher amount of either \$250 or 10% of the value of all services received by Provider from the Company in the then proceeding 12 month period.

Financial Institution

Branch

Address

City

State

Zip Code

Routing Number

Account Number

Type of Account

This authority is to remain in full force and effect until the Company has received written notification from the Provider to revoke it and, if substitute payment is not then provided, until the full and final payment of all obligations due and payable to the Company under the Provider Listing Agreement. Provider agrees to afford the Company and Financial Institution reasonable opportunity to act on any revocation or cancellation of this authority.

"PROVIDER"

Print Provider Name

Signature of Provider Authorized Agent

Print Provider Authorized Agent Name
& Title

Date