

Royo Auto Solutions

2036 N. Gilbert Rd., Ste. 2-304, Mesa, AZ 85203
Phone: (623) 433-5252 Fax: (877) 669-7696

Royo Auto Solutions Representative Agreement

*NOTICE: When completed please mail your Agreement to:
Royo Auto Solutions, 2036 N. Gilbert Rd., Ste. 2-304, Mesa, AZ 85203*

1. MEMBER INFORMATION – (Please Print, Black or Blue Ink)

Name (First, Middle, Last, Suffix): _____

Spouse Name (First, Middle, Last, Suffix): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____ # of Years Lived There: _____

Is this your mailing address? YES NO (If "NO" please enter your mailing address next)

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Taxpayer ID (SSN or EIN): _____ Date of Birth: _____

Spouse Taxpayer ID (SSN or EIN): _____ Date of Birth: _____

Driver License Number: _____ State Issued: _____ Expires: _____

Spouse D. L. Number: _____ State Issued: _____ Expires: _____

Home Phone: () _____ Mobile Phone: () _____

Work Phone: () _____ Fax Number: () _____

Email Address: _____

Name of Your Direct Manager/Sponsor (RDM): _____

RDM's Identification #: _____ RDM's Phone: () _____

2. PAYMENT METHOD

*When completed please mail your Agreement to:
Royo Auto Solutions, 2036 N. Gilbert Rd., Ste. 2-304, Mesa, AZ 85203*

CASH, CHECK OR MONEY ORDER (Make checks payable to Royo)

I am enclosing a certified check, money order, or personal check for the following Program:

<input type="checkbox"/> At-Cost Business Portfolio	\$ 295.00
<input type="checkbox"/> Academy Seminar Program	\$ 495.00
<input type="checkbox"/> Business Builder Membership	\$1,850.00
TOTAL:	_____

CREDIT CARD USE ONLY (Visa & Mastercard Only)

Please charge my credit card for the following Programs:

<input type="checkbox"/> At-Cost Business Portfolio	\$ 295.00
<input type="checkbox"/> Academy Seminar Program	\$ 495.00
<input type="checkbox"/> Business Builder Membership	\$1,850.00
TOTAL:	_____

Visa Mastercard (Please check one)

Name on Card (Print Clearly)

Credit Card Number (Print Clearly)

Exp. Date

CARDHOLDER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES FOR THE AMOUNT SHOWN AND AGREES TO PERFORM THE OBLIGATIONS SET FORTH IN THE CARDHOLDER'S AGREEMENT WITH THE ISSUER. CARDHOLDER ACKNOWLEDGES THAT THERE ARE "NO REFUNDS" UNDER ANY CIRCUMSTANCES.

Authorized Signature (Required for credit card use)

_____/_____/_____
Today's Date

3 Digit Code (back of card):

NOTE: My signature indicates that I have read and accept all the terms and conditions regarding privileges and obligations as outlined on the front and back of this Agreement, in the Sales Compensation Plan, and in the Policies and Procedures, the terms of which, by this reference, are fully incorporated in this Agreement, and are complete and accurate. All signatures to this application must be affixed personally. Applicant must be of legal age in their state of residence. I ALSO UNDERSTAND THE ONLY FINANCIAL REQUIREMENT TO BECOME A ROYO AUTO SOLUTION (hereinafter "ROYO") REPRESENTATIVE IS THE PURCHASE OF THE NON-REFUNDABLE \$295 AT-COST BUSINESS PORTFOLIO plus sales tax, which contains sales and demonstration materials and company information produced by Royo. I understand the required Business Portfolio does not contain Royo products and that any products purchased in connection with becoming a Representative are optional. I understand I will be charged a monthly deskling fee of \$29.95 while I am a Representative of Royo.

Applicant Signature (Required)

_____/_____/_____
Today's Date

THE INDEPENDENT ROYO AUTO SOLUTIONS DISTRIBUTOR AGREES AS FOLLOWS:

A. I will effectuate and promote the retail sale of ROYO AUTO SOLUTIONS (hereinafter "ROYO") products and services on a continuing basis in accordance with these terms and conditions. I understand that in order to receive any commission checks I must achieve the following during a ninety (90) day calendar quarter, or any periodic ninety (90) day period beginning from the start date of my enrollment as an Independent Representative:

- 1) \$100 in Personal Sales Volume; and
- 2) Retail Sales to at least one (1) customer;

B. I am not an employee, agent, or legal representative of Royo. I am an Independent Representative who agrees to pay any self-employment taxes required by federal, state, and local law, statutes, and regulations.

C. I understand the Royo Policies and Procedures, the Royo Sales Compensation Plan, this Agreement, and materials pertaining to optional programs, and I agree to adhere to them. I acknowledge that any violation of the terms of this Agreement may result in the termination of my business relationship or other disciplinary action as deemed appropriate by Royo.

D. I agree not to use proprietary trade names and trademarks of Royo without prior written consent from Royo.

E. I agree that I will make no statements, claims, representations, or warranties respecting Royo products or services which are not contained in official Royo promotional materials produced and distributed by Royo.

F. I agree that Royo has proprietary rights to its Representative network and lists of Representative's names. I will not utilize such networks, lists, or other Royo contacts to promote the sale or use of any products or services, other than those offered through Royo to an Royo Representative whom I did not personally sponsor.

G. I certify under penalties of law that the Social Security or Federal Tax ID Number listed on this Agreement is my correct tax payer identification number for US income tax purposes and that I am a permanent resident of the United States. I further certify that I will comply with all income tax laws and regulations of any country in which I or my company does business. I will indemnify and hold Royo harmless from any and all obligations which may arise from my failure to adhere to these laws.

H. Neither my partners/spouse nor I have been party or participant to a Royo business or individually, in a partnership, or as a shareholder, principal, officer, or director of a corporate distributorship in the past six months.

I. I agree to use only sales or recruiting materials either:

- 1) produced and marketed by Royo and bearing its copyright designation or

2) if produced and marketed by an Independent Representative, bearing a specific designation, required by the company, indicating prior review by Royo. I agree that my production, dissemination, or use of sales and recruiting materials not meeting the above stated criteria constitutes a breach of contract and may result in the termination of my business relationship.

J. I agree that when I recruit a prospective Royo Representative, I WILL FULLY DISCLOSE THAT THE ONLY FINANCIAL REQUIREMENT TO BECOME A ROYO REPRESENTATIVE IS THE PURCHASE OF A \$295 (plus sales tax) AT-COST BUSINESS PORTFOLIO, AND THAT THERE ARE "NO REFUNDS" OF THE AT-COST BUSINESS PORTFOLIO UNDER ANY CIRCUMSTANCES, and that the Business Portfolio does not contain any commissionable products.

K. I agree that I will make no unreasonable, untrue, misleading, or unrepresentative earnings representations or income guarantees of any kind; nor will I display actual or photocopied commission checks in promotional materials, business opportunity advertising, or any other format or forum when presenting the Sales Compensation Plan to prospective Representatives.

L. I certify the accuracy of all information provided by me in this Representative Agreement and agree that the provision of false or misleading information authorizes Royo at its election to declare this Agreement void from its inception.

M. I will not purchase any product or service solely for the purpose of qualifying for bonuses.

N. I understand that Royo will charge the appropriate city, county and state sales tax per vehicle transaction, a dealer documentary fee as authorized by motor vehicle division rules and regulations, a transaction fee, vehicle title processing fee and motor vehicle license and registration fees on every vehicle purchase.

O. I understand and agree that any vehicle I purchase in the state of Arizona as an independent representative of Royo MUST pass Arizona Department of Environmental Quality (ADEQ) emissions testing before I take delivery, and that I am responsible for any and all ADEQ fees and/or repairs associated with Arizona emission requirements.

P. There is a \$29.95 monthly Desking Fee (hereinafter "DF") which covers the cost of correspondence, commission checks, updates, profiles, promotions, auction access, office operational expenses, and other miscellaneous publications costs. In the event your relationship with Royo terminates, I understand and agree that no portion of the RF is refundable.

ROYO AUTO SOLUTIONS AGREES AS FOLLOWS:

A. Royo agrees to provide quality Royo products and services to the Representative under the terms and conditions of the Sales Compensation Plan, Policies and Procedures and this Agreement.

B. Royo agrees to promptly pay any compensation due to the Representative under the terms and conditions of the Sales Compensation Plan and Policies and Procedures.

C. Royo agrees to provide the Representative with a personal ID number to be used in connection with various programs offered by the company.

MISCELLANEOUS PROVISIONS:

A. All references to Royo contained in this document refer to MMC Management Company, LLC, an Arizona limited liability company, doing business as 'Royo Auto Solutions.'

B. All references to the company contained in this document pertain to Royo.

C. There are no inventory requirements with Royo. The Business Portfolio does not contain products or services.

D. A Representative who wishes to terminate this Agreement should submit written notification of intent to terminate his/her distributorship to Royo headquarters. Requested termination will be effective as of the date of Royo's receipt of the Representative's written notice.

E. The Royo Agreement may be modified from time to time to meet legal requirements and changes in economic conditions. Royo agrees to give thirty (30) day notice of any such modifications.

F. The effective date of this Agreement shall be the date it is received and accepted at the Royo headquarters.

G. This Agreement may not be transferred or otherwise assigned without the prior written consent of Royo.

H. If any provision of this Agreement, the Royo Sales Compensation Plan, or the Policies and Procedures is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the remainder of this Agreement will be unaffected and will remain fully enforceable by law.

I. The principal business address of Royo is 2328 E. Van Buren, #103, Phoenix, AZ 85006.

J. The place of origin of this Agreement is the State of Arizona and it shall be governed in accordance with the laws of Arizona. The courts of Arizona shall be the forum for the resolution of any disputes arising hereunder.

K. This is an integrated Agreement which also includes terms and conditions found in the Policies and Procedures and the Sales Compensation Plan and applicable supplementary materials for any optional program.

L. In the event a check is returned upon presentation or a charge is denied upon transmittal by the company for any reason, or if a payment is stopped, the company may immediately suspend or terminate my business relationship and may refuse application for a renewal until full payment is received by the company and in its own discretion.

M. I shall indemnify and hold the company harmless from any and all damages and liability which may arise from its transmittal and presentment of a charge to my account(s) for its reasonable inability to timely or adequately deliver products or services as ordered.

N. I hereby grant the company the right to offset any amount owed it by me hereunder against my representative bonuses.

CONFIDENTIALITY:

I shall not sell, provide, exchange, or otherwise disclose to third parties (except as herein set forth) any Customer's account numbers. This prohibition shall be applicable to any and all forms, documents, and media in which such account numbers may be set forth or stored (including as examples, but without limitation, sales data, carbon copies, and photocopies), and I shall utilize storage and disposal procedures that will prevent any improper disclosure of such account numbers. Any fraudulent action taken on such information due to improper disclosure is my responsibility.