AGENT AGREEMENT

This Agreement is entered on _____ between ConnexVSC, LLC (“Connex”) and_____("Agent").

Connex is engaged in the business of providing the proprietary ConnexVSC Platform (“**Platform**”) a sales platform which allows users to rate, contract, and remit in real-time, through a customized sales gateway, certain automotive, marine, powersports and home warranty service contracts (“**Service Contracts**”) and any other industry related contracts or programs that may be introduced to the Platform.

Connex hereby appoints Agent on a non-exclusive basis to solicit, negotiate and service Dealer Agreements which allows for the use of the Platform by New and Used Service Contract Dealers and their affiliated and associated companies (“**Dealers**”) subject to the terms and conditions set forth in this Agreement.

1. DUTIES

1. Agent’s responsibilities are to introduce and promote the Platform to Dealers for the purpose of selling Service Contracts to the Dealer’s customers.
2. Agent will solicit, negotiate and service Dealers Agreements. No Dealer Agreements submitted by Agent become an Assigned Dealer (“**Assigned Dealer**”) until approved in writing by Connex.

2. COMMISSION

1. Connex shall pay Agent Commissions (“Commissions”) for each paid Service Contract sold by an Assigned Dealer.
2. Agent is responsible for the timely refunding of all Commissions paid to the Agent for the sale of Service Contracts that are subsequently canceled.
3. The Commissions paid constitute the total compensation for services performed. Agent shall be responsible for all expenses incurred by Agent in the performance of its duties.

3. TERMINATION

This Agreement will become effective upon its execution and remain in effect for a period of one (1) year. This Agreement shall automatically renew for successive one (1) year periods unless either party gives written notice to the other at least thirty (30) days prior to the end of the current term.

4. CONFIDENTIAL INFORMATION

The Parties recognize and agree they may acquire access to certain confidential and proprietary information of the other Party which are valuable, special, and unique assets of a Party. Each Party agrees to keep all said information confidential and not disclose it.

5. MUTUAL UNDERSTANDING

Both parties agree and understand that Connex is not an insurance company, it does not provide insurance in connection with any of the Service Contracts and that neither party should hold Connex out as an insurance company or an insurance provider.

6. INDEMNIFICATION

Agent agrees to indemnify and hold Connex harmless for any and all claims which may arise against Connex due to (i) Agent’s negligent or fraudulent conduct, acts, or omissions, (ii) any acts of omissions of Agent which in any way results from Agents misrepresentation of a ConnexVSC Service; or (iii) the breach of any provision of the Agreement by Agent.

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7. INDEPENDENT CONTRACTOR
The parties intend that an independent contractor relationship will be created by this Agreement and that nothing contained herein shall be construed to create a relationship of employer/employee, partnership, or joint venture, between Connex and Agent.

8. AUTHORITY OF AGENT
Agent shall have no authority to act on behalf of Connex other than that expressly granted in this Agreement. Agent is not authorized to alter, waiver or modify any of the terms and conditions of any Service Contracts offered through the Platform. Agent shall not cause or produce any unauthorized advertising referring to Connex without the written approval of Connex nor use any trademark, service mark, or logos of Connex without the written approval of Connex.

9. GOVERNING LAW
This Agreement is made pursuant to and shall be governed by the laws of the State of California, County of Orange, without regard to its conflict of law's provisions. Each party expressly agrees that it is subject to the personal jurisdiction of the courts of the State of California and will not contest same.

10. AMENDMENTS
This Agreement shall not be amended by any verbal statement by whomsoever made, and no such statement shall be binding upon Connex unless the same shall have been approved in writing by an executive officer of both Connex and Agent.

11. SEVERABILITY
Any provision of this Agreement that is invalid or in conflict with any statute or rule of law of any state or territory wherein this Agreement may be sought to be enforced, will be deemed null and void to the extent that it may conflict therewith, without invalidating the remaining provisions of this Agreement in such state or territory.

12. ASSIGNMENT
Neither this Agreement, nor any benefits or compensation accrued or to accrue hereunder, shall be assigned or transferred by Agent, either in whole or in part, without the prior written consent of Connex.

13. WAIVER
The failure of any party to require strict compliance with any of the terms or conditions of this Agreement or to exercise a right of termination of this Agreement shall not constitute a waiver of such rights.

Agent Signature Date

Printed Name