DEALER AGREEMENT

This Agreement ("**Agreement**") is entered into this _____ day of _____, 20____ between ConnexVSC, LLC ("**Connex**") and _____. ("**Dealer**").

Connex is engaged in the business of providing the proprietary ConnexVSC Platform ("**Platform**") a sales platform which allows Dealers 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 authorizes Dealer on a non-exclusive basis to utilize the Platform to sell Service Contracts subject to the terms and conditions set forth in this Agreement.

1. DUTIES

Upon execution of the Agreement Dealer shall use its best efforts to sell Service Contracts through the Platform and Connex will pay Commissions("Commissions") to the Dealer for each paid Service Contract sold by the Dealer.

2. COMMISSION

The Commissions earned constitute the total compensation for services performed. Dealer shall be responsible for all expenses incurred by Dealer in the performance of its duties.

Dealer is responsible for the timely refunding of the unearned portion of its Commissions for the sale of Service Contracts that are subsequently canceled. Connex may offset against said cancellation refund any Commission owed by Connex to Dealer arising out of any Service Contract by and between Dealer and Connex. In the event of termination of this Agreement, Dealer will promptly remit any outstanding fees for which Dealer may be liable.

3. AUTHORITY OF DEALER

Dealer shall have no authority to act on behalf of Connex other than that expressly granted in this Agreement. Dealer is not authorized to alter, waiver or modify any of the terms and conditions of any Service Contracts offered through the Platform. Dealer 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.

4. DEALER CONDUCT

Dealer shall always conduct its activities under this Agreement in compliance with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations. Dealer shall not engage in unlawful discrimination, misrepresentation, or unfair trade practices pertaining to the sale of Service Contracts. If a Service Contract is insurance in Dealer's state, then Dealer will provide Connex with evidence of appropriate licenses.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

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 Dealer.

11. INDEMNIFICATION

Dealer 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.

12. 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.

13. 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.

14. ASSIGNMENT

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

ConnexVSC	**Dealer**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name