

EXOGLOSS

Agent Agreement

AGENT NAME

AGENCY NAME

BUSINESS NAME

MAILING ADDRESS

PHONE NUMBER

EMAIL ADDRESS

INDEPENDENT AGENCY AGREEMENT

THIS AGREEMENT is made and entered into this day by and between EXOGLOSS (hereinafter "EXOGLOSS") and AGENCY) for good and valuable consideration, the sufficiency and receipt being hereby acknowledged, which Agreement shall be comprised of the following mutual covenants, WHEREAS EXOGLOSS and AGENCY have expressed an interest in entering into a business relationship, and WHEREAS EXOGLOSS and AGENCY have agreed to establish their relationship in a formal written contract, and WHEREAS EXOGLOSS and AGENCY hereby acknowledge and agree that the Agreement shall contain the following terms and conditions which shall be legally binding on said parties, their heirs, successors and assigns, to wit:

I. Duties of AGENCY

- A. AGENCY shall use his/hers/its best efforts to establish new dealerships and maintain current producer relations for the purpose of generating business volume for EXOGLOSS' products.
- B. AGENCY shall utilize his/her/its marketing contacts in the automotive industry to produce sales of EXOGLOSS' products through a dealer network within the territory assigned to the AGENCY.
- C. AGENCY shall not cause any unauthorized advertisement referring to or using the name of EXOGLOSS. In the event EXOGLOSS suffers a loss or expense arising out of any unauthorized advertisement, publication, or statement of the AGENCY, the AGENCY shall be liable to and hereby agrees to indemnify EXOGLOSS and hold EXOGLOSS harmless from all resulting damages, fines, penalties and costs.
- D. Rebrokering: AGENCY shall not act as administrator, underwriter or rebroker (double broker) for

any application or membership pursuant to this Agreement without the prior, written consent of EXOGLOSS.

E. AGENCY shall be responsible for refunding the unearned portion of its commission on all cancelled contracts based upon the refund percentage set forth in the language of the cancelled contract. Termination of this Agreement does not release AGENCY from AGENCY's duties under this provision. EXOGLOSS will have the right to offset AGENCY's portion of refunds against any amounts owed to EXOGLOSS by AGENCY

II. Duties of EXOGLOSS

A. EXOGLOSS shall provide various ancillary products, which are sold in the automotive industry contemporaneously with private passenger automobiles which products shall be available for AGENCY to market.

III. Compensation

A. AGENCY shall notify EXOGLOSS of the desired level of commission for each dealer adopting the program. AGENCY shall provide EXOGLOSS a dealer rate chart detailing the total dealer cost, i.e. cost due to EXOGLOSS plus agent commission, to be remitted by Dealer as directed by EXOGLOSS. This chart must be submitted to EXOGLOSS along with the dealer agreement prior to the Dealership selling any products. Failure to do so may result in AGENCY's commissions being forfeited for that month.

B. Compensation may change from time to time either in totality or by product, but any such change shall be agreed to by the parties, and an amended schedule shall be executed.

IV. Relationship of the Parties

A. AGENCY and EXOGLOSS are separate, distinct and independent entities whose relationship shall not be construed for any reason whatsoever to be anything other than as is set forth herein, and furthermore, said relationship shall especially not be considered to be employee and employer.

B. AGENCY shall be responsible for his/her/its own operating expenses including but not limited to office rent, utilities, taxes, insurance, worker's compensation, travel and entertainment, unemployment and payroll of employees.

C. AGENCY acknowledges that he/she/it may not use any marketing materials or statements with regards to EXOGLOSS or its carriers without getting prior approval from EXOGLOSS in advance of such materials. EXOGLOSS agrees that it will not withhold said approvals unreasonably. In the event, AGENCY is private labeling a PRO-TECT product, any applications, brochures, or any other marketing materials that references EXOGLOSS, or the product being sold, MUST be submitted to EXOGLOSS for approval PRIOR to using said materials. In the event AGENCY utilizes ANY materials without the written approval of EXOGLOSS, AGENCY will be responsible for any and all losses as a result of unapproved materials. This will include, but not be limited to, additional claims costs, state compliance issues or fines.

D. In the event of litigation arising from an alleged liability of EXOGLOSS to perform, not perform, or negligently perform any of the services offered by EXOGLOSS, EXOGLOSS shall be solely liable and shall hold the AGENCY harmless from any and all liabilities including, but not limited to, attorney fees and the costs of litigation defense. In the event EXOGLOSS should fail to defend any such litigation, the AGENCY may do so and EXOGLOSS shall be liable for all costs, only if EXOGLOSS received reasonable prior notice.

E. In the event of litigation arising from an alleged liability of the AGENCY to perform, not perform, or negligently perform any of the services offered by the AGENCY, the AGENCY shall be solely liable and shall hold PRO-TECT harmless from any and all liabilities including, but not limited to, attorney fees and the costs of litigation defense. In the event the AGENCY should fail to defend any such litigation, EXOGLOSS may do so and the AGENCY shall be liable for all costs, only if AGENCY has received reasonable prior notice.

V. Inquiries and Complaints

A. EXOGLOSS/AGENCY will be responsible for handling and responding to any and all inquiries or complaints related to this Agreement from any and all sources including, but not limited to, CUSTOMERS, attorney general offices, state insurance departments, Better Business Bureaus, the Federal Trade Commission or other regulatory/administrative agencies, or with respect to any arbitration or court proceeding. AGENCY shall furnish EXOGLOSS with copies of any requests from regulatory/administrative agencies, upon receipt, and provide draft of responses for review prior to response to regulatory/administrative agencies. AGENCY shall provide EXOGLOSS with final copies of any responses to regulatory/administrative agency requests

VI. Termination

A. Termination Without Cause: This Agreement may be terminated by either party effective on the last day of any month, upon at least 90 days' written notice to the other party.

B. Termination For Cause: This Agreement shall be terminated upon sixty (60) days' written notice in the event of either party's fraud or breach of any of the conditions or provisions of this Agreement or AGENCY's failure in the performance of any duties, provided that EXOGLOSS gives AGENCY notice of any alleged breach and provides AGENCY with a 30-day opportunity to cure the same prior to termination of this Agreement. Nothing in this paragraph, including, but not limited to, AGENCY'S opportunity to cure, will be construed to limit EXOGLOSS's right to damages and/or legal redress in the event EXOGLOSS has been damaged by AGENCY'S fraud or breach of any of the conditions or provisions of this Agreement or AGENCY'S failure in the performance of any duties.

C. In the event this Agreement is terminated for cause by EXOGLOSS pursuant to Section VI.C hereunder, or without cause by AGENCY, AGENCY agrees that for a period of twelve (12) months after such termination, he/she/it will not market or offer the same or similar products as listed in the attached Schedule(s) to any account which is currently producing business for EXOGLOSS.

VII. Nondisclosure of Confidential Information

The parties recognize and agree that they may acquire access to certain confidential and proprietary information of the other party, including but not limited to trade secrets, processes, formulas, data and know-how, software, documentation, program files, flow-charts, drawings, techniques, source and object code, standards, specifications, improvements, inventions, customer information, accounting data, statistical data, research projects, development and marketing plans, strategies, forecasts, computer programs, and customer lists, all of which are valuable, special and unique assets of a party. Each party therefore covenants and agrees, for the term of this Agreement and for a period of five (5) years thereafter, to keep all said information confidential and not to disclose all or any portion thereof to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, except when necessary in good faith to transact the business contemplated hereunder or when required by an insurance regulatory body or by law.

In the event of disclosure of such information for the purpose of the transaction of business or as requested by a regulatory body or pursuant to a subpoena or order by a court of law, a notification shall be given by the disclosing party the other party so as to inform it of such disclosure.

The term "confidential and proprietary information" shall not mean any information which, at the time of disclosure, is in the public domain through no wrongful act of the disclosing party, and is rightfully obtained by or from any third party without any similar restriction and without breach or any obligation owed to the other party, or is disclosed pursuant to a court order or request or governmental agency.

The parties also agree that, in addition to all the remedies otherwise available, including, but not limited to, recovery of damages and reasonable attorney fees incurred in the enforcement of these provisions, each party shall have the right and be entitled to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions of this Agreement. Each party's remedies for breach of this Agreement shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies.

The parties agree that, by reason of the circumstances and nature of the arrangement between EXOGLOSS and AGENCY, the restrictions and provisions set forth in this Agreement are reasonably necessary for each other's protection; are not unreasonable; and are proper in view of the business referred to herein. The confidentiality and non-competition provisions shall survive termination of this Agreement.

VIII. Entire Agreement

A. This Agreement constitutes the entire agreement between the parties and any prior agreements concerning the same subject matter are superseded hereby; any and all oral representations are expressly disclaimed as having no force and effect upon the provisions of this Agreement.

B. This Agreement may not be modified except by a written addendum executed by both parties hereto.

IX. Law Governing

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

B. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent, is construed or adjudged to be invalid or unenforceable, the remainder of this Agreement shall not be effected thereby, but shall be enforced to the greatest extent permitted by law.

WHEREFORE the parties have executed this Agreement the date first above written.

AGENCY SIGNATURE

DATE