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REPRESENTATIVE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2009 between **American Auto Shield, LLC**, hereinafter referred to as "AAS," and _____ with an address of _____, hereinafter referred to as "**Representative.**"

WITNESSETH THAT:

AAS does hereby appoint **Representative**, and gives authority to **Representative**, to solicit, market and install dealers, financial institutions and vendors (hereinafter referred to as "Vendor") for all products (hereinafter referred to as "VSCs") which **AAS** is authorized to administer and/or market, subject to the terms and conditions of this AGREEMENT.

IT IS HEREBY AGREED between **AAS** and **Representative** as follows:

1. REPRESENTATIVE'S DUTIES.

- (a.) **Representative** is to contract with Vendors (execute "*Vendor Contracts*") and install and service said Vendors for the selling of **AAS's** VSC's as **AAS** may from time to time authorize **Representative** to solicit and service. "*Vendor Contracts*" submitted by **Representative** shall not be binding until approved by **AAS** and signed by a duly authorized officer of **AAS**. "*Vendor Contracts*" submitted by **Representative** become the proprietary right of **AAS**; subject however, to the compensation and termination provisions of this AGREEMENT.
- (b.) **Representative** is to manage Vendor's account, as it relates to the business covered by this AGREEMENT, and ensure Vendor reports and remits, as directed by **AAS**, all VSC business and fees (costs) due. VSC business written is due to **AAS** not later than the twentieth (20th) of the month after the month in which it is written ("*Processing Period Deadline*"). **Representative** may, from time to time, be requested by **AAS** to collect fees held by a Vendor and due **AAS**.
- (c.) **Representative** may, from time to time, be requested by **AAS** to inspect units on which a claim has been made.
- (d.) **Representative** shall train Vendors on selling techniques, reporting and claims procedures.
- (e.) **Representative** shall account, to **AAS**, upon request, for all supplies furnished by **AAS** and shall furnish to Vendors all supplies, including advertising materials, which are necessary to conduct business. Strict control of numbered VSCs must be maintained.

2. AAS'S DUTIES.

- (a.) **AAS** shall furnish to **Representative** **AAS's** VSC programs to be installed at Vendor's facility (ies).
- (b.) **AAS** shall furnish to **Representative** all supplies necessary to conduct VSC business for which Vendors are contracted.

3. AREA.

Representative's area is as follows: _____ but not exclusive.

4. COMMISSION.

Representative shall receive by the tenth (10th) day of each month, a commission on the preceding month's VSC business sales received and paid by Vendors. Payment to **Representative** is subject to receipt of Vendors' submissions by **AAS**. In no event will the commission paid to **Representative** exceed the maximum commission allowed by law or regulation in any state in which business is being written. **Representative** shall receive a commission as outlined herein or on attached schedule:

Representative's Federal I.D. Number is " _____ - _____ " (if **Representative** is a corporation), or

Social Security Number " _____ - _____ - _____ " (if **Representative** is not a corporation).

5. AUTHORITY.

- (a.) **Representative** has authority to negotiate and contract Vendors as outlined above.
- (b.) **Representative** is NOT authorized and expressly forbidden to:
 - (1.) incur any indebtedness or liability on behalf of **AAS**;
 - (2.) issue or circulate any advertisement or literature or publish same unless first approved, in writing, by **AAS**;
 - (3.) enter into any legal proceeding on a matter pertaining to **AAS** unless first approved, in writing, by **AAS**;
 - (4.) make, alter or discharge any contracts/agreements;
 - (5.) Waive or modify any terms, conditions or limitations of any agreement, warranty, plan or policy, extend the time of payment of any costs, waive payment in cash, guaranteed dividends, or bind **AAS** in reinstatement of any terminated agreement, warranty, plan or policy;
 - (6.) exercise any authority on behalf of **AAS** other than expressly conferred by and in this AGREEMENT.

6. PROCESSING.

Business received by **AAS** from **Representative** and its Vendor(s) by the "*Processing Period Deadline*" will be checked for completeness and proper remittance.

- (a.) **Incomplete** and/or **illegible submissions** will be sent to **Representative** for correction.
- (b.) **Over-remittance** will be returned to the Vendor or applied to any outstanding debt of the Vendor. **Representative** shall advise **AAS** in writing of suggested disposition.
- (c.) **Under-remittance.** **AAS** will not pay commissions for VSCs until the underage is resolved. **AAS** or its agent will provide a “*Vendor’s Pending Report*”, when commissions are paid, identifying the status of each VSC submitted. **Representative** is to review the report and questions regarding the report should be directed to **AAS’s** Processing Department. Outstanding remittances should be submitted, with a copy of the report, before the next “Processing Period Deadline.”
- (d.) The underwriting insurance carrier and **AAS** reserve the right to reject any VSC outstanding for more than sixty (60) days.

7. **EXPENSES.**

Representative shall be responsible for and shall pay for all expenses of every kind in connection with the conduct and operation of all business and **AAS** shall not be liable in any manner for such expenses incurred. **Representative** further agrees that he/she will use the name of **AAS** on his/her stationary, office door, or in any telephone listing, only as follows: “**Representative, AASRRANTY AMERICA, LLC.**” In the event of cancellation of any Service Agreements, **Representative** guarantees the repayment of the unearned portion of the **Representative** commission within thirty (30) days of notice from **AAS** regardless of claims or mileage.

8. **COLLECTIONS.**

All money received by **Representative** for or on behalf of **AAS** shall be securely held as a fiduciary trust and shall not be used for any personal or other purpose whatsoever and the gross amount of all fees (funds) received shall be remitted to **AAS** within three (3) days of receipt by **Representative**.

9. **ASSIGNMENT.**

Neither this AGREEMENT, nor any benefits or compensation accrued or to accrue hereunder, shall be assigned or transferred by **Representative**, either in whole or in part, without the written consent of **AAS**.

10. **RELATIONSHIP.**

Representative agrees to follow and be governed by the conditions of this AGREEMENT, and by the rules and regulations of **AAS** heretofore or hereafter adopted. **Representative** shall be deemed an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee. The relationship between **AAS** and **Representative** in the performance of this AGREEMENT shall be that of an independent contractor. Following any failure by **Representative** to abide by the terms of this AGREEMENT and/ or the terms of the VSC, defend, indemnify, and hold harmless **AAS** from any and all claims suits, and damages made against **AAS** by VSC holders, repair facilities, or others;

11. **AASIVER.**

Failure of **AAS** to require strict compliance with the terms and conditions of this AGREEMENT, or to exercise the right of termination for a violation of this AGREEMENT, shall not constitute a waiver of such rights. No modification of this AGREEMENT or its supplements shall be valid, and no waiver of any of the provisions thereto shall be valid, unless made in writing, and signed by an officer of **AAS**.

12. **ARBITRATION.**

In the event of any dispute arising relative to the conditions, terms, or affects of this AGREEMENT, it shall be settled by arbitration. Either party may make a written demand for arbitration. In this event both parties are to agree to a single arbitrator within thirty (30) days. If they cannot agree within thirty (30) days, either may request that the selection be made by a judge of the court having jurisdiction. Arbitration shall take place in the country and state in which **AAS** resides. Local rules of law as to procedure and evidence will apply. The decision of the arbitrator will be binding, final and conclusive upon the parties hereto. The prevailing party in any action regarding the conditions, terms, or affects of this AGREEMENT shall be entitled to recover their reasonable attorney’s fees and costs.

12. **TERMINATION.**

This AGREEMENT may be terminated by either party hereto on thirty (30) days written notice to the other mailed “Certified – Return Receipt Requested”, addressed to the last known address of the other. This Agreement shall cease and terminate on the date so fixed, provided that termination shall not operate with respect to all obligations, duties, responsibilities and liabilities of the parties set out in the Agreement as the same pertain to those Service Agreements outstanding as of the effective date of termination of this Agreement.

13. **EFFECTIVE DATE.**

This AGREEMENT, when duly executed by the parties hereto, shall become effective as of the AGREEMENT date and shall be construed in accordance with the laws of the state in which **AAS** resides. It shall supercede all previous contracts, agreements, and understanding between the parties hereto.

REPRESENTATIVE

AMERICAN AUTO SHIELD, LLC

By: _____
Representative’s Signature

By: _____
Officer’s Signature

Representative’s Name and Title

AAS Officer’s Name and Title