



Agent #: \_\_\_\_\_ Sign Up Date: \_\_\_\_\_

Agent/Agency:

Proprietary Agent Name:

**Agency Information**

Corp. Name:		
DBA:		Tel. No.:
Mailing Address:	County:	Fax No.:
City, ST, Zip:		Website:
Alternate Address:	County:	Federal Tax ID No.:
City, ST, Zip:		Website:

**Agency Personnel**

**Cell Phone Number**

**Email**

Agency Personnel	Cell Phone Number	Email
Agent:		
Agent:		
Office Manager:		
Representative:		

**Service Contract Information**

Primary Company:		Supplemental Company:	
UCC USE ONLY		Completed By:	Date:

This **DEALER REPRESENTATIVE AGREEMENT** (the "**Agreement**") is made as of the \_\_\_\_ day of \_\_\_\_, 20\_\_ (the "**Effective Date**") by and between United Car Care, Inc., a Colorado corporation, with its principal place of business at 5700 S. Quebec St., Suite 110, Greenwood Village, CO 80111 ("**UCC**") and [\_\_\_\_], a [for profit business in the state of [\_\_\_\_]], with its principal place of business at [\_\_\_\_] ("**Dealer Representative**"). UCC and Dealer Representative are sometimes referred to herein as a "**Party**" and collectively as the "**Parties**."

**WHEREAS**, UCC markets and administers motor vehicle warranties, insurance products, service contracts, and after-market motor vehicle appearance enhancement products (the "**Products**") that are sold by motor vehicle dealerships to consumers;

**WHEREAS**, Dealer Representative desires to act as UCC's [exclusive/non-exclusive] representative and agent in the Territory (as defined below) for the purpose of securing Accounts (as defined below) to sell the Products.

**WHEREAS**, UCC desires for Dealer Representative to act as UCC's representative and agent upon the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Certain Definitions.** Capitalized terms have the meanings set out in this Section 1, or in the section in which they otherwise appear in this Agreement.

"**Account**" means those Dealership listed on **Schedule 1** and such other Dealerships as the Parties may, from time to time, agree.

"**Affiliate**" of a specified Person means any other Person who directly or indirectly controls, is controlled by, or is under common control with, the specified Person. "Control" of a Person means possession, directly or indirectly (through one or more intermediaries or other means), of the power to direct or cause the direction of management and policies of that Person through the ownership of voting securities (or any other interest or interests), contract or other means.

"**Applicable Law(s)**" means mean all federal, state, and local laws, statutes, acts, ordinances, rules, codes, standards, guidelines and regulations, applicable to a Party's activities under this.

"**Cancellation Chargeback Amount**" means the portion of Dealer Representative's Commission that is refundable to a customer or the customer's lender, as applicable, when a customer cancels a Contract, calculated by multiplying Dealer Representative's original Commission paid on the cancelled Contract by the percentage of the original Contract purchase price refundable to the customer or the customer's lender in accordance with the customer's Contract. For example, if Dealer Representative's original Commission is \$100.00 and 25% of the underlying Contract's original purchase price is refunded, the Cancellation Chargeback Amount will be \$25.00.

"**Contract**" means a written agreement between the customer and UCC and/or a third-party vendor which sets forth the terms, conditions, rights and obligations of the parties for the Product purchased by such customer from an Account.

"**Dealership**" means a motor vehicle dealership.

"**Territory**" means any location within [\_\_\_\_].

"**Governmental Authority**" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of the government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of this organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

"**Master Dealer Agreement**" means a Master Dealer Agreement between UCC and one or more Accounts, as the same maybe subsequently, modified, amended, restated or replaced.

"**Person**" means any individual, partnership, corporation, trust, limited liability entity, unincorporated organization, association, Governmental Authority or any other entity.

"Remit" means the aggregate amount to be paid by Dealer to UCC for administrative fees, clip (insurance) fees, and Third Party Product fees all as set forth on **Schedule 2** with respect to a specific Product to be resold by Dealer to an Eligible Customer **plus** an amount of reserves as determined from time to time by UCC.

2. **Appointment and Acceptance.** Subject to the terms and conditions of this Agreement, UCC hereby appoints Dealer Representative as UCC's [exclusive/non-exclusive] representative and agent to solicit and represent Accounts within the Territory during the Term, and Dealer Representative hereby accepts such appointment. Dealer Representative shall use reasonable commercial efforts throughout the Term at Dealer Representative's sole cost and expense to cause prospective Accounts to execute a Master Dealer Agreement, to sell Products through the Accounts, and to service Accounts as required to ensure that the Accounts are marketing and selling the Products in accordance with its Master Dealer Agreement. Dealer Representative will devote adequate time and effort to perform its obligations in a professional manner in accordance with the highest ethical standards and in strict compliance with Applicable Laws. Without limiting the generality of the foregoing, Dealer Representative shall provide reasonable "pre-contracting" and "after contracting" support to the Accounts and generally perform such other related activities as are reasonable and appropriate to promote the Product. Dealer Representative will devote adequate time and effort to perform its obligations in a professional manner in accordance with the highest ethical standards and in strict compliance with Applicable Laws.
  - 2.1. Dealer Representative's sole authority shall be to solicit prospective Accounts to become a party to a Master Dealer Agreement in accordance with the terms of this Agreement. Dealer Representative shall not have the authority to make any commitments whatsoever on behalf of UCC or to solicit Dealerships that are not an Account without UCC's written approval, such approval not to be unreasonably withheld. Without limiting the generality of the foregoing, in no event shall Dealer Representative make any representation, guarantee, claim, or warranty concerning the Products except as expressly authorized by UCC.
  - 2.2. [[This Agreement does not preclude UCC from directly soliciting Dealerships or entering into an agreement with any other Person to solicit Dealerships, to become Accounts outside of the Territory.] **OR** [This Agreement does not preclude UCC from directly soliciting Dealerships or entering into an agreement with any other Person to solicit Dealerships, that are not Accounts.]]
  - 2.3. Dealer Representative shall have the right to appoint and use sub-representatives or sub-agents; provided, however, that Dealer Representative shall be solely responsible for any commissions, benefits or other compensation that may accrue to such sub-representatives or sub-agents.
  - 2.4. UCC shall have the right to add, modify or discontinue the Products to be sold by the Accounts.
3. **Independent Contractor; No Franchise.** The Parties are independent contractors and nothing in this Agreement shall be deemed or construed as creating a joint venture, partnership, or franchise between UCC and Dealer Representative. Except as expressly set forth in this Agreement, neither Party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other Party.
4. **Compensation.**
  - 4.1. **Commissions.** As full and complete compensation for all services rendered by Dealer Representative hereunder, UCC shall pay Dealer Representative a commission in the amount set forth on **Schedule 2** for each Contract for which UCC receives a Remit from an Account ("**Commissions**"). UCC will account for and pay Commissions monthly on or before the fifteenth (15<sup>th</sup>) day of the month following the month that a Commission is earned. UCC shall have the right to modify the amount of the Commission payable with respect to a Product upon ninety (90) days prior notice, which modification shall apply to Commissions earned on Contracts issued after expiration of such ninety (90) day period.
  - 4.2. **Over Payments; Cancellation Chargebacks.** In the event that (i) a Contract for which Dealer Representative received a Commission is canceled and the customer or the customer's lender, as applicable, is entitled to a refund of all or part of the purchase price therefor in accordance with such customer's Contract, or (ii) UCC overpays a Commission to Dealer Representative for any reason (an "**Overpayment**"), then Dealer Representative shall pay the Cancellation Chargeback Amount or Overpayment, as applicable, promptly upon UCC's request. In addition, UCC shall have the right, but not the obligation, to deduct any Cancellation Chargeback Amount or Overpayment of Commissions from future Commissions or other compensation payable to Dealer Representative.

5. **Term and Termination.** This Agreement shall commence on the Effective Date and, subject to earlier termination as provided herein or any mutual written agreement to extend the Agreement, expire on the third (3<sup>rd</sup>) anniversary of the Effective Date (the "**Initial Term**"). The Initial Term shall automatically renew for additional, successive one (1) year periods (collectively, the "**Extended Term**") unless a Party gives the other Party written notice of its intention to not renew this Agreement within ninety (90) days prior to the expiration of the then current Term. The Initial Term and any Extended Term are herein referred to as the "**Term**."
- 5.1. **UCC's Right of Termination.** UCC shall have the right to terminate this Agreement upon the occurrence of any of the following events:
- 5.1.1. For convenience upon ninety (90) days prior written notice;
  - 5.1.2. Upon thirty (30) days prior written notice in the event that Dealer Representative breaches any material term or condition of this Agreement and such breach has not been remedied within said thirty (30) day notice period; and
  - 5.1.3. Immediately without notice upon or after the filing by Dealer Representative of any insolvency or bankruptcy proceeding or upon or after the appointment of a receiver or trustee of its property or upon or after an assignment for the benefit of its creditors, or if Dealer Representative shall seek similar debtors' relief; or in the event that an involuntary bankruptcy proceeding is commenced against Dealer Representative and such proceeding is not dismissed within sixty (60) days.
- 5.2. **Dealer Representative's Right of Termination.** Dealer Representative shall have the right to terminate this Agreement upon the occurrence of any of the following events:
- 5.2.1. For convenience upon ninety (90) days prior written notice;
  - 5.2.2. Upon thirty (30) days prior written notice in the event that UCC breaches any material term or condition of this Agreement and such breach has not been remedied within said thirty (30) day notice period; and
  - 5.2.3. Immediately without notice upon or after the filing by UCC of any insolvency or bankruptcy proceeding or upon or after the appointment of a receiver or trustee of its property or upon or after an assignment for the benefit of its creditors, or if UCC shall seek similar debtors' relief; or in the event that an involuntary bankruptcy proceeding is commenced against UCC and such proceeding is not dismissed within sixty (60) days.
- 5.3. **Post-termination obligations of Dealer Representative.** Upon termination or expiration of this Agreement, Dealer Representative shall: (i) remain obligated to refund any Overpayments and Cancellation Chargeback Amounts, whether the underlying Contract cancellation occurs before or after the effective date of such termination; and (ii) promptly return to UCC, at Dealer Representative's expense, all marketing materials and other property of UCC.
- 5.4. **Post-termination obligations of UCC.** Upon termination or expiration of this Agreement, UCC shall account for and pay Commissions in accordance with Section 4 above for each Contract that was executed and for which a Remit was received prior to such termination or expiration.
- 5.5. **No Prejudice to Existing Claims.** Any termination of this Agreement shall be without prejudice to the obligations of the Parties already accrued prior to the effective date of termination or to any claim either Party may have against the other in respect of any violation or breach of this Agreement occurring prior to the date of termination.
- 5.6. **No Liability for Proper Termination.** Neither Party shall by reason of any termination by such Party permitted under this Agreement be liable to the other Party for any claim of any nature including claims for compensation, reimbursement or damages on account of the loss of prospective profits on anticipated sales, or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of either, resulting solely from or arising solely out of such permitted termination, or for any related indirect, special or consequential damages. Notwithstanding the foregoing, nothing herein shall be construed to relieve a Party from liability and damage for any breach of this Agreement.

## 6. Confidentiality

- 6.1. **Definition.** As used herein, "**Confidential Information**" means: (a) non-public or otherwise confidential and proprietary information in written, electronic or other tangible form communicated from time to time to the receiving Party whether before or after the Effective Date by or on behalf of the disclosing Party and marked "confidential" or "proprietary" or their substantial equivalent; or (b) non-public or otherwise confidential and proprietary information communicated orally or visually from time to time to the receiving Party by or on behalf of the disclosing Party that is identified as confidential or proprietary or that, based on its nature and the circumstances surrounding its disclosure or receipt, a reasonable person would understand is proprietary or confidential. However, the following constitutes Confidential Information even if it is not marked "confidential," "proprietary" or their substantial equivalent: (A) all personal information and data belonging to customers; (B) all financial information belonging to a Party; and (C) all of UCC's rating information, processes and procedures. In construing the scope of the preceding definition, the term "information" will be given its broadest possible meaning. Confidential Information shall not include information that: (i) is already rightfully known to the receiving Party at the time it is obtained by such Party, free from any obligation to keep such information confidential, (ii) is or becomes publicly known through no wrongful act of the receiving Party, (iii) is rightfully received by the receiving Party from a third party without restriction and without breach of this Agreement, or (iv) is independently developed without reference to the other Party's Confidential Information.
- 6.2. **Duty of Confidentiality/Non-Use.** During the Term and for a period of five (5) years thereafter: (i) each Party agrees to maintain in strict confidence all of the other Party's Confidential Information, and (ii) neither Party shall, without prior written consent of the other Party, use the other Party's Confidential Information for any purpose other than for the performance of its duties and obligations, and the exercise of its rights, under this Agreement. Each Party shall use and shall cause all authorized recipients of the other Party's Confidential Information to use, no less than the same degree of care to protect the other Party's Confidential Information as it uses to protect its own Confidential Information, but in any event not less than a reasonable degree of care. Notwithstanding anything in this Section 6.2 to the contrary, either Party may disclose the Confidential Information of the other Party to: (i) its employees and the employees, directors and officers of its Affiliates as necessary to implement this Agreement, (ii) employees, agents or Dealer Representatives of the other Party, or (iii) other persons (including counsel, consultants, lessors or managers of facilities or equipment used by such Party) in need of access to such information for purposes specifically related to either Party's responsibilities under this Agreement, provided that any disclosure of Confidential Information under clause (iii) shall be made only upon appropriate assurances that the recipient of such information shall hold it in strict confidence. Disclosure of Confidential Information as allowed hereby, shall not relieve the disclosing Party of its obligations under this Section 6 as to the Confidential Information disclosed as permitted hereby.
- 6.3. **Return of Confidential Information.** Upon the request of the Party having proprietary rights to Confidential Information, the Party in possession of such information shall promptly return it (including any copy, extract and summary thereof, in whatever form and medium recorded) to the requesting Party or, with the other Party's written consent, shall promptly destroy it and provide the other Party with written certification of such destruction.
- 6.4. **Remedies.** The Parties acknowledge that any disclosure or misappropriation of Confidential Information in violation of this Agreement could cause irreparable harm, the amount of which may be difficult to determine, thus potentially making any remedy at law or in damages inadequate. Each Party, therefore, agrees that the other Party shall have the right to apply to any court of competent jurisdiction for an order restraining any breach or threatened breach of this Section 6 and for any other appropriate relief.
- 6.5. **Compulsory Disclosure.** A Party ordered by a court or other Governmental Authority of competent jurisdiction to disclose a disclosing Party's Confidential Information shall, unless prohibited by Applicable Law(s), notify the disclosing Party in advance of any such disclosure and, absent the disclosing Party's consent to such disclosure and at such Party's expense, use its commercially reasonable efforts to resist, and to assist the other Party in resisting, such disclosure. A Party providing disclosing Party's Confidential Information to a court or other Governmental Authority shall use its commercially reasonable efforts to obtain a protective order or comparable assurance that the Confidential Information so provided will be held in confidence and not further disclosed to any other person, absent the disclosing Party's prior consent.

7. **Representations, Warranties and Indemnification.**

7.1. **Dealer Representative's Representations and Warranties.** Dealer Representative represents and warrants to UCC that:

- 7.1.1. it is a [for profit business] duly organized, validly existing and in good standing in the jurisdiction of its incorporation or organization;
- 7.1.2. it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement;
- 7.1.3. it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;
- 7.1.4. the execution of this Agreement by Dealer Representative has been duly authorized by all necessary action of Dealer Representative;
- 7.1.5. when executed and delivered by each of UCC and Dealer Representative, this Agreement will constitute the legal, valid and binding obligation of Dealer Representative, enforceable against Dealer Representative in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity; and
- 7.1.6. it has and will maintain in full force and effect all licenses and permits necessary licenses and permits to perform its obligations pursuant to this Agreement.

7.2. **UCC's Representations and Warranties.**

7.2.1. UCC represents and warrants to UCC that:

- 7.2.1.1. it is a corporation duly organized, validly existing and in good standing in the jurisdiction of its incorporation;
- 7.2.1.2. it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement;
- 7.2.1.3. it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;
- 7.2.1.4. the execution of this Agreement by UCC has been duly authorized by all necessary action of UCC;
- 7.2.1.5. when executed and delivered by each of UCC and Dealer Representative, this Agreement will constitute the legal, valid and binding obligation of UCC, enforceable against UCC in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity;
- 7.2.1.6. it has and will maintain in full force and effect all licenses and permits necessary to perform its obligations under this Agreement; and
- 7.2.1.7. neither (i) Dealer Representative's use of the Products, UCC's marketing materials or UCC's trademarks or other intellectual property, in accordance with the terms of this Agreement, nor (ii) any Account's use of the Products, UCC's marketing materials, UCC's rating and contract management system or UCC's trademarks or other intellectual property in accordance with the terms of its Master Dealer Agreement, will, in any case, violate the intellectual property rights of any Person.

7.3. **EXCEPT FOR THE LIMITED EXPRESS WARRANTIES DESCRIBED IN SECTION 7.2: (A) NEITHER UCC NOR ANY PERSON ON UCC'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY; OR (ii) FITNESS FOR A PARTICULAR PURPOSE; OR (iii) TITLE; OR (iv) NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE,**

**ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND (B) DEALER REPRESENTATIVE ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY UCC, OR ANY OTHER PERSON ON UCC'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED IN SECTION 7.2.**

7.4. **Indemnification.**

7.4.1. **Dealer Representative.** Dealer Representative shall indemnify, defend and hold UCC and its officers, directors, agents, Affiliates and employees harmless from and against all costs, losses, liabilities and expenses of any type whatsoever (including reasonable attorneys' fees) (collectively, "Claims") owing to any third party that is not an Affiliate of UCC and that arises out of Dealer Representative's or any of its employees, officers, sub-agents or sub-representatives negligent or willful act or omission, or breach of any representations, warranties or other obligations under this Agreement.

7.4.2. **UCC.** UCC shall indemnify, defend and hold Dealer Representative and its respective officers, directors, agents, Affiliates and employees harmless from and against all Claims owing to any third party that is not an Affiliate of Dealer Representative and that arises out of UCC's or any of its employees, officers, agents or Dealer Representatives negligent or willful act or omission, or breach of any of UCC's representations, warranties or other obligations under this Agreement.

8. **Limitation of Damages.** EXCEPT AS PROVIDED BELOW, IN NO EVENT SHALL A PARTY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9. **Insurance.** Dealer Representative and UCC shall each carry: (a) general liability insurance in an amount of not less than \$1,000,000 for a single incident and a total coverage of no less than \$2,000,000 for all damages incurred in aggregate; and (b) E&O insurance in an amount of not less than \$500,000 for a single incident and a total coverage of no less than \$500,000 for all damages incurred in aggregate. Within ten (10) days following the Effective Date, each Party shall deliver to the other Party a certificate or certificates of insurance evidencing such coverage and which provide that the other Party will receive thirty (30) days prior notice of any termination or non-renewal of the applicable policy. Without limiting any other right or remedy a Party may have under this Agreement, if a Party fails to procure, maintain and pay for such insurance, the other Party shall have the right, but not the obligation, to obtain such insurance on behalf of and at the expense of Party with the obligation to obtain the insurance.

10. **Miscellaneous.**

10.1. **Further Assurances.** On a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, reasonably necessary to give full effect to this Agreement.

10.2. **Entire Agreement.** This Agreement, including its attached schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

10.3. **Survival.** All rights and obligations of the Parties which expressly or by their nature survive termination or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until such rights or obligations are satisfied or by their nature expire.

10.4. **Notices.** All notices, demands or other communications hereunder shall be in writing and shall be delivered either personally, or recognized overnight delivery service with proof of delivery, addressed to the respective Parties at the address first written above. A courtesy copy of any Notice to UCC shall be sent to: Martin & Hyman, LLC, 1125 17<sup>th</sup> Street, Suite 2100, Denver, Colorado 80202.

- 10.5. **Interpretation.** For purposes of this Agreement: (i) the words "include," "includes", and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto", and "hereunder" refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections and schedules mean the sections of, and schedules attached to, this Agreement; (y) to an agreement, instrument, or other document means the agreement, instrument, or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means the statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties drafted this Agreement without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The schedules referred to herein are an integral part of this Agreement to the same extent as if they were set out verbatim herein.
- 10.6. **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- 10.7. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 10.8. **Amendment and Modification.** No amendment to or modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized Dealer Representative of each Party.
- 10.9. **Waiver.** No failure on the part of either Party to enforce at any time any of the provisions of this Agreement shall be construed as a waiver of any rights under this Agreement, nor shall any such failure affect the validity of any of the provisions of this Agreement or otherwise prejudice either Party in any manner whatsoever
- 10.10. **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or later be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.
- 10.11. **Assignment.** Dealer Representative may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of UCC. Any purported assignment or delegation in violation of this Section is null and void. Subject to the foregoing, this Agreement is binding on and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.
- 10.12. **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.13. **Choice of Law.** This Agreement, including all exhibits, schedules, attachments, and appendices attached hereto and thereto are governed by, and construed in accordance with, the Laws of the State of Colorado, without regard to the conflict of laws provisions thereof to the extent these principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Colorado.
- 10.14. **Choice of Forum.** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached hereto and thereto, and all contemplated transactions, in any forum other than the United States District Court for the District of Colorado or, if such court does not have subject matter jurisdiction, the courts of the State of Colorado sitting in the City of Centennial, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of these courts and agrees to bring any action, litigation, or proceeding only in such courts. Each Party agrees that a final judgment in any action, litigation,

or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

10.15. **Waiver of Jury Trial.** EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.16. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10.17. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party under this Agreement), when and to the extent the failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) requirements of Applicable Laws; (e) actions, embargoes, or blockades in effect on or after the Effective Date; (f) action by any Governmental Authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; or (i) pandemic, epidemic or similar event. Notwithstanding the foregoing, the affected Party must (i) promptly notify the other Party in writing that the affected Party is relying on this Section and (ii) take reasonable and expedient action to resume operations or otherwise fulfill or perform its obligations under this Agreement. Upon receipt of such written notice, both Parties may immediately suspend their performance under this Agreement, and for so long as the Party affected by that catastrophic event continues to use its best efforts to mitigate the effects of that event, neither Party will be liable for nonperformance.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

UNITED CAR CARE, INC.

Agency Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_



**Schedule 2**

**Commissions**

AGENT COMMISSION FOR EACH VEHICLE SERVICE CONTRACT

SPECIAL REPRESENTATIVE / AGENCY agrees to be responsible for all taxes and all future chargebacks on all commissions paid over and above the standard commissions previously set.

With respect to Vehicle Service contracts sold, SPECIAL REPRESENTATIVE / AGENCY is allowed to receive up to a total of \$250 Agent commission per contract. Any commissions paid over \$250 require a 15% Agent No Chargeback fee.

United Car Care, Inc. reserves the right to change this Exhibit A upon sixty (60) days written notice to SPECIAL REPRESENTATIVE / AGENCY.