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| 1. American Vehicle Protection
2950 W. Cypress Creek Rd.
Fort Lauderdale, FL 33309 | 11. Accelerated Business Services
16192 Coastal Hwy.
Lewes, DE 19958 |
| 2. Consumer Auto Protection Plans
40 SE 5th St., Ste. 500
Boca Raton, FL 33432 | 12. DRIVESMART
216 River Ave.
Lakewood, NJ 08701 |
| 3. D&D Automotive Consultants
100 E. Linton Blvd., Ste. 500
Delray Beach, FL 33483 | 13. Liberty Automotive Protection
3430 Sunset Ave.
Ocean, NJ 07712 |
| 4. Dealer Auto America
4020 S. 57th Ave., Ste. 104
Lake Worth, FL 33463 | 14. American Auto Protection
6381 National Pike
Grindstone, PA 15442 |
| 5. Direct Auto Protection
601 N. Congress Ave.
Delray Beach, FL 33445 | 15. Automotive Service Protection
4167 Crescent Dr.
St. Louis, MO 63129 |
| 6. Direct Vehicle Protection
100 E. Linton Blvd., Ste. 307-B
Delray Beach, FL 33483 | 16. Interstate Auto Protection
220 Bagley St., Ste. 820
Detroit, MI 48226 |
| 7. Nations Auto Protection
5455 N. Federal Hwy., Ste. N
Boca Raton, FL 33428 | 17. Midwest Repair Defense
4077 N. St Peter Pkwy., Ste. 100
St. Peters, MO 63304 |
| 8. Nationwide Warranty Services LLC
4400 N. Federal Hwy., Ste. 38
Boca Raton, FL 33431 | 18. National Auto Repair Solutions
1853 Sherman Dr., Ste. D
St. Charles, MO 63303 |
| 9. Reliable Automotive Service
Contracts
3404 Apache Ln.
Margate, FL 33063 | 19. Rapid Marketing LLC
d/b/a DRIVUS
1001 Boardwalk Springs Pl., Ste.
111
O'Fallon, MO 63368 |
| 10. Secure Auto Protection
500 Gulfstream Blvd.
Delray Beach, FL 33483 | 20. USA Auto Protection
4387 Magoffin Trails Dr.
St. Louis, MO 63129 |

21. Vehicle Protection Solutions
920 Bent Oak, Ste. F
Lake St. Louis, MO 63367
22. Vehicle Service Department
2975 N. St. Peters Pkwy.
St. Peters, MO 63376
23. Allied Vehicle Protection
7657 Winnetka Ave., Ste. 444
Winnetka, CA 91306
24. Complete Auto Care
2620 S. Maryland Pkwy., Ste. 952
Las Vegas, NV 89109
25. Convoso Inc.
5955 De Soto Ave.
Woodland Hills, CA 91367-5107
26. Desilva Automotive Services
7647 Winnetka Ave., Ste. 444
Winnetka, CA 91306
27. Essential Vehicle Protection
855 N. Lark Ellen Ave., Ste. M
West Covina, CA 91791
28. High Quality Vehicle Protection
8711 Monroe Ct., Ste. C
Rancho Cucamonga, CA 91730
29. Highest Vehicle Protection
8711 Monroe Ct., Ste. 83
Rancho Cucamonga, CA 91730
30. HI-TEK Delivered
14241 Firestone Blvd., Ste. 220
La Mirada, CA 90638
31. JEA Management
20501 Ventura Blvd., Ste. 350
Woodland Hills, CA 91364
32. Legion Auto Protection Services
1935 McKinley Ave., Ste. D
La Verne, CA 91750
33. Legion Auto Protection Services
363 S. Park Ave., Ste. 200b
Pomona, CA 91766
34. MVP Guarantee
695 Hillcrest Dr.
Pomona, CA 91768
35. National Dealer Services, LLC
2550 Fifth Ave., Ste. 520
San Diego, CA 92103
36. Ox Car Care Inc.
4 Park Plz., Ste. 500
Irvine, CA 92614-5209
37. Peace of Mind Auto Care, Inc.
1740 E. Gary Ave., Ste. 105
Santa Ana, CA 92705
38. Platinum Plus Auto Protection
17265 Blue Ridge Ct.
Riverside, CA 92503
39. Secure Car Care
11054 Ventura Blvd., Ste. 120
Studio City, CA 91604
40. Tygro LLC d/b/a Cartection
6020 Cornerstone Ct. West., Ste. 300
San Diego, CA 92121
41. US Dealer Services
6837 Hayvenhurst Ave.
Van Nuys, CA 91406
42. Vehicle Protection Department LLC
2024 N. Broadway
Santa Ana, CA 90276

SALES REPRESENTATIVE AGREEMENT

This Sales Representative Agreement (the "Agreement") is made and entered into by and between USA Auto Protection LLC, a Missouri limited liability company, and its principal(s), Phillip Tripoli (such entity and principal(s) jointly, severally, and collectively, the "Producer"), and N.C.W.C., Inc., a New Jersey corporation (the "Company").

WITNESSETH:

WHEREAS, the Company has developed a program for the sale of vehicle service contracts issued by various administrators/obligors (including its affiliate, Palmer Administrative Services, Inc. ("Palmer")) utilizing direct marketing and related promotional techniques (the "Program"), and the Company desires to authorize Producer to market and sell such vehicle service contracts in the Company's Program in the territory hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth below, the parties hereby agree as follows:

1. PRODUCER'S AUTHORITY AND TERRITORY

a. Appointment. The Company hereby authorizes and appoints Producer as its non-exclusive representative to promote, market, and sell vehicle service contracts utilizing the Company's Program, all in accordance with the terms and conditions of this Agreement. All vehicle service contracts sold in the Program shall utilize only the Company's Program materials. The Company's Program materials include a model telemarketing script and promotional materials ("Marketing Materials"). These Marketing Materials are samples only and Producer may choose whether or not to use them. Producer shall be solely liable for any and all liability resulting from its use or non-use of the Marketing Materials, or its modification thereof, unless caused solely by the Company.

b. Territory. Producer's authority shall be limited to prospective purchasers located in the states listed in Exhibit A attached to this Agreement, as may be amended from time to time in writing by the Company. The Company may, by written notice to Producer, suspend prospectively Producer's authority in any state in which the Company's authority to conduct business is withdrawn or lapses.

2. SERVICE CONTRACT PLANS AND FORMS

a. Use of Forms. Producer shall use in the Program only the Company's vehicle service contract plans, specimen service contract forms, applications, marketing brochures, payment books, and other marketing documents (collectively "Program Materials"). Subject to the requirements of paragraph (b) below, Producer shall not modify or alter any Program Materials without the Company's prior written approval.

b. Regulatory Filings. To the extent required by applicable laws in Producer's territory, the Company shall file, or shall cause the administrator/obligor to file, any or all Program Materials for informational purposes or approval with the appropriate governmental authorities. Producer shall not market or utilize any Program Materials in California until the

Company has furnished Producer with written confirmation that the subject Program Materials have received all necessary regulatory approvals and may lawfully be utilized in that state. The Company acknowledges that all necessary regulatory approvals have been obtained with respect to all states listed in Exhibit A, except as the same may be amended from time to time, and that the Program Materials may lawfully be utilized in each of such states.

c. Withdrawal of Approval. The Company may withdraw approval of any Program Material by written notice to Producer, and Producer shall immediately cease using the subject Program Material, if the Company determines, in its sole discretion, that continued use of the subject Program Material places the Company at unreasonable risk of potential liability or the Company is ordered by its administrator/obligor or by any regulatory authority to cease utilizing the subject Program Material.

d. Printing of Forms. Unless otherwise agreed by the Company in writing, the Company shall print and shall be solely responsible for all costs and expenses of printing any Program Materials used by Producer in the Program.

3. CUSTOMER SERVICE

a. Issuance of Contracts. Producer shall handle the collection of all down-payments (whether by cash, check or credit card) with respect to all vehicle service contracts sold by Producer in the Program and shall promptly forward to the Company, on a weekly basis, all relevant purchaser data and other information for the preparation by the Company of the vehicle service contracts and related forms. The Company shall promptly prepare, issue and deliver directly to purchasers all vehicle service contracts and related forms with respect to such sales by Producer. PRODUCER ACKNOWLEDGES AND AGREES THAT COMPANY HAS THE RIGHT TO REJECT ANY VEHICLE SERVICE CONTRACT WHERE COMPLETE CUSTOMER DATA IS NOT FURNISHED BY PRODUCER TO COMPANY IN A TIMELY MANNER.

b. Collections. All revenues from the sale of vehicle service contracts in the Program shall be collected and administered as follows: (1) all initial down-payments shall be for the account of Producer and (2) all installment payments (other than the initial down-payment) shall be for the account of the Company.

c. Customer Inquiries. Producer shall receive, handle and respond to all customer inquiries and questions regarding the Program, except that all inquiries concerning claims arising under the vehicle service contracts shall be referred to the Company or the administrator/obligor.

d. Processing Cancellations. The Company shall cancel in a timely manner all vehicle service contracts on which the purchasers fail to make the required payments of the purchase price and shall receive and process all requests by the purchasers to cancel their contracts. The Company shall calculate and pay to the purchasers all refunds of the vehicle service contract installment payments (other than the initial down-payments) to which such purchasers are entitled in accordance with the cancellation and refund provisions of the canceled vehicle service contract, and the Producer shall pay to the purchasers (by check or credit card

credit) all refunds of the down-payments to which such purchasers are entitled pursuant to the Company's calculations.

4. PRODUCER COMPENSATION

a. Compensation. As Producer's sole compensation for each vehicle service contract sold in the Program, Producer shall be entitled to receive the difference between the gross retail sales price of the vehicle service contract (as determined by Producer in its sole discretion, subject to applicable law and regulatory requirements) and the costs payable to the Company with respect to such vehicle service contract (the "Company Charge"), as set forth in Exhibit B attached to this Agreement. The Producer agrees that the Company Charge as set forth in Exhibit B shall be subject to modification by the Company prospectively on thirty (30) days' prior written notice to Producer.

b. Remittances. Producer's compensation shall be paid in the following manner: (1) Producer shall be entitled to the initial down-payment paid by the customer as an advance against Producer's compensation; (2) the balance of Producer's compensation shall be paid by Company in accordance with Exhibit C. Notwithstanding the foregoing, if the customer pays the contract price in full in one lump payment to Producer at the time of the sale, the Company shall deduct the Company Charge applicable to such contract from Producer's next funding wire from Company, if the Company is doing the financing; or if PayLink or another finance company is doing the financing, the Company will bill and collect the Company Charge from PayLink or such other finance company as soon as practicable following receipt of such customer payment by PayLink or such other finance company. Producer agrees that Exhibit C shall be subject to modification by the Company prospectively on thirty (30) days' prior written notice to Producer.

c. Refunds. In the event a vehicle service contract is canceled prior to its natural expiration, the Producer and the Company shall be obligated to refund or credit to each other the unearned pro rata shares of the Producer's compensation and the Company Charge, as the case may be, with respect to the canceled vehicle service contract. The amount of such refund or credit shall be determined in accordance with the cancellation and refund provisions of the canceled vehicle service contract.

5. PRODUCER REPRESENTATIONS, WARRANTIES AND COVENANTS

In connection with its duties and performance under this Agreement, Producer hereby makes the following representations, warranties, and covenants to the Company:

LICENSES

- a. Producer and all persons employed by Producer to perform any activities authorized by this Agreement with respect to the Program shall procure and maintain in good standing all licenses, permits, and certifications required of the Producer or its employees under all applicable state and federal laws with respect to such activities.

LAW AND REGULATIONS

- b. Producer shall familiarize itself and comply with all state and federal laws and regulations applicable to its activities pertaining to the Program, including but not limited to all

state and federal laws, rules and regulations regarding direct solicitation, telemarketing, home solicitation sales, and other mass-marketing techniques, such as the federal Telemarketing Sales Rule, the Telephone Consumer Protection Act and their implementing regulations including, but not limited to, those restricting prerecorded sales calls, calls to cellular telephones and the national Do-Not-Call Registry. Producer shall implement policies and procedures to ensure its compliance with these laws and regulations.

PRIVACY

- c. Producer shall not use for any purpose other than as required by this Agreement or disclose to any other person or entity the names, personal information, and other information concerning the subject matter of the vehicle service contracts sold in the Program without first affording the Company a reasonable opportunity to confirm that such use or disclosure complies with any applicable federal or state privacy laws.

**RULES OF THE
COMPANY**

- d. Producer shall adhere to all rules, manuals, procedures, and instructions prescribed by the Company concerning the Program and furnished to Producer in writing.

**ILLEGAL AND
UNFAIR PRACTICES**

- e. Producer shall not engage in unlawful discrimination, misrepresentation, or any unfair trade practice pertaining to the Program that is prohibited by law. Furthermore, Producer shall not misappropriate or otherwise use the intellectual property of the Company and/or any third party including, but not limited to, trademarks, service marks, trade names (including the names "NCWC," "Dealer Services," "Liberty Automotive Protection," "Heritage Automotive Protection," or any similar names), copyrights, endorsements, business processes and other proprietary materials, to promote, market and sell vehicle service contracts, without the prior written consent of the owner of such intellectual property.

**PROPERTY AND
SUPPLIES**

- f. Producer shall maintain in a secure and safe place, and upon request shall account to the Company for, all supplies and materials furnished by the Company to Producer with respect to the Program.

EXPENSES

- g. Except as otherwise expressly provided in this Agreement, Producer shall bear all of its business expenses and marketing costs in the performance of its duties and obligations under this Program and shall not incur any expense on behalf of the Company without the Company's

prior written approval.

**NEGOTIABLE
INSTRUMENTS**

- h. Producer shall not negotiate or endorse any check or other negotiable instrument made payable to the Company.

LEGAL NOTICES

- i. Producer shall promptly notify the Company of its receipt of legal notices or legal complaints affecting the Company or the Program and shall immediately forward same to the Company.

ADVERTISING

- j. Producer shall not publish, circulate, or display any advertisements, circulars, brochures, or other materials that name or refer to the Company or any administrators, obligors, insurers, risk retention groups, reinsurers or affiliates thereof, their respective products, or their respective businesses, unless the content thereof has received the prior written approval of the Company.

**INDUCEMENT TO
LAPSE**

- k. While this Agreement is in force or at any time thereafter, Producer shall not induce the lapse, cancellation, or termination of any vehicle service contract sold by Company in the Program.

**EMPLOYEE AND
SUB-AGENT
COMPENSATION**

- l. Producer shall be responsible for the payment of compensation and commissions to all sub-agents (whose appointment shall be subject to the Company's prior approval) and employees utilized or employed by Producer in the performance of its duties and obligations under this Agreement.

AUDIT

- m. Subject to reasonable prior notice, Producer shall grant the Company and its authorized representatives, accountants, attorneys, and investigators the right of free access during normal business hours at Producer's place of business for the purpose of inspecting and auditing the books and records maintained by Producer with respect to the Program, and for confirming Producer's compliance with its obligations under this Agreement, including those contained in subparagraph (b) above. The Company, from time to time, in its discretion, may also require Producer to complete questionnaires and furnish other written information to gauge its compliance with this Agreement, and to forward to Company, at Company's expense, specified books and records of the Producer.

**MODIFICATION OR
WAIVER OF TERMS**

- n. Producer shall not have any authority to modify, waive, alter, or change, orally or in writing, any of the terms and

	conditions of a vehicle service contract sold in the Program, whether prior to or after the sale of the service contract.
CLAIMS	<p>o. Producer shall not have any authority to negotiate, settle, authorize payment of or pay any claims arising under the vehicle service contracts sold in the Program.</p>
FIDUCIARY FUNDS	<p>p. Producer shall hold in trust and consider as fiduciary funds any monies received by Producer on behalf of the Company or otherwise due the Company and shall not covert same to its own use, except as permitted in accordance with this Agreement.</p>
COOPERATION	<p>q. Producer shall cooperate with the Company in all matters relating to the Program.</p>
CORPORATE STATUS	<p>r. Producer is duly organized, legally existing, and in good standing under the laws of the jurisdiction in which it is organized, and possesses the full power and authority to conduct the activities prescribed for it in this Agreement.</p>
ADDITIONAL RESPONSIBILITIES	<p>s. In addition to the foregoing, Producer shall be responsible for (i) recording all sales calls with purchasers of vehicle service contracts ("<u>Recorded Calls</u>"), (ii) causing all purchasers who choose to make payments pursuant to pre-authorized draft or direct debit, to explicitly authorize all such pre-authorized draft or direct debit payments in Recorded Calls, by physical signature on an approved authorization form, or electronically in conformance with all state and federal laws applicable to such electronic authorizations, (iii) maintaining all Recorded Calls and the aforesaid authorizations for a period of at least forty-eight (48) months, (iv) promptly providing the Company with copies of Recorded Calls and/or such authorizations upon the Company's request, and (v) complying with all state and federal laws and regulations applicable to a vehicle service contract purchaser's transfer of funds by pre-authorized draft or direct debit.</p>

6. COMPANY REPRESENTATIONS, WARRANTIES, AND COVENANTS

In connection with its duties and performance under this Agreement, the Company hereby makes the following representations, warranties, and covenants to Producer:

LEGAL	<p>a. The Company shall have and maintain in good standing all state and federal licenses, permits, and certifications required</p>
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COMPLIANCE		of the Company to conduct the Program in Producer's territory. The Company shall make, or cause to be made, all necessary regulatory filings pertaining to the Program in Producer's territory, including but not limited to all Program Materials required to be filed, and shall keep Producer informed of all regulatory developments concerning the Company or the Program that might adversely affect Producer's ability to market the Program in any state in the territory.
LEGAL NOTICES	b.	The Company shall promptly notify Producer of its receipt of legal notices or legal complaints affecting Producer or the Program and shall immediately forward same to Producer.
ADVERTISING	c.	The Company shall not publish, circulate, or display any advertisements, circulars, brochures, or other materials that name or refer to Producer, its products, or its business unless the content thereof has received the prior written approval of Producer.
INDUCEMENT TO LAPSE	d.	While this Agreement is in force or at any time thereafter, the Company shall not induce the lapse, cancellation, or termination of any vehicle service contract sold by Producer in the Program.
AUDIT	e.	Subject to reasonable prior notice, the Company shall grant Producer and its authorized representatives, accountants, attorneys, and investigators the right of free access during normal business hours at the Company's place of business for the purpose of inspecting and auditing the books and records maintained by the Company with respect to the Program. Producer, at its expense, may make copies and retain any of such books and records which pertain to the Program.
COOPERATION	f.	The Company shall cooperate with Producer in all matters relating to the Program.
CORPORATE STATUS	g.	The Company is a corporation duly organized, legally existing, and in good standing under the laws of the jurisdiction in which it is organized, and possesses the full corporate power and authority to conduct the activities prescribed for it in this Agreement.
FINANCING	h.	With respect to any vehicle service contract sold by Producer that is financed by Company, the Company shall comply with all applicable state and federal lending laws, including

(but not limited to) the Federal Truth in Lending Act and Regulation Z thereunder.

7. INDEMNIFICATION

a. Indemnification by Producer. Producer shall indemnify, defend, and hold harmless the Company, and the administrators, obligors, insurers, risk retention groups and reinsurers with which the Company does business, from and against any and all damages, claims, liabilities, judgments, awards, penalties, fines, and expenses, including but not limited to reasonable attorneys' fees, court costs, punitive damages, and exemplary damages, resulting from or arising out of (1) Producer's material breach of any term, representation, warranty, or covenant set forth in this Agreement, or (2) any claims, actions or proceedings asserted by third parties against the Company or such administrators, obligors, insurers, risk retention groups and reinsurers on account of any act, error, or omission committed by Producer or Producer's agents or employees in the performance of any of Producer's obligations under this Agreement.

b. Indemnification by the Company. The Company shall indemnify, defend, and hold harmless Producer from and against any and all damages, claims, liabilities, judgments, awards, penalties, fines, and expenses, including but not limited to reasonable attorneys' fees, court costs, punitive damages, and exemplary damages, resulting from or arising out of (1) the Company's material breach of any term, representation, warranty, or covenant set forth in this Agreement, or (2) any claims, actions or proceedings asserted by third parties against the Producer on account of any act, error, or omission committed by the Company or the Company's agents or employees in the performance of any of the Company's obligations under this Agreement.

c. Contribution to Loss. Notwithstanding the indemnification obligations set forth above, neither party shall have any obligation to indemnify the other with respect to, and to the extent of, any loss caused, contributed to, or compounded by the other party.

d. Survival of Obligations. The obligations herein of the parties to indemnify each other shall survive the termination of this Agreement.

e. Procedure for Indemnification. Any party (the "Indemnified Party") seeking indemnification pursuant to this section shall give the other party (the "Indemnifying Party") prompt written notice of any claim or loss that may give rise to a claim for indemnification hereunder and shall afford the Indemnifying Party an opportunity to defend and settle such claim or loss, at the Indemnifying Party's expense and through competent legal counsel selected by the Indemnifying Party. The Indemnified Party shall at all times have the right to associate, at its own expense, in the defense of any claim or loss in which the Indemnified Party is named as a defendant or respondent or is otherwise the subject of any investigation or legal proceeding. Notwithstanding the foregoing, the parties shall each retain the exclusive right to handle the defense of any regulatory proceeding or governmental enforcement action against it without prejudice to such party's rights of indemnification hereunder.

8. EFFECTIVE DATE, TERM AND TERMINATION

This Agreement shall be effective as of the later of the two dates listed on the signature page and shall remain continuously in effect for a term of five (5) years (the "Term"). Notwithstanding the foregoing, either party may terminate this Agreement, effective immediately, for the following causes:

- a. Material Breach. The failure of the other party to cure any material breach of this Agreement committed by such party within thirty (30) days after written notice of the breach has been provided by the terminating party; or
- b. Bankruptcy. The filing of a voluntary or involuntary bankruptcy petition involving the other party, or the appointment of a receiver, conservator, supervisor, or similar official concerning the other party; in the event of the termination of this Agreement on account of the occurrence of one or more of the events in this sub-paragraph (b) attributable to the Company, the Producer, at the option of Palmer, shall pay to Palmer directly (for the account of the Company) all amounts otherwise payable to the Company hereunder; or
- c. Assignment for Creditors. The assignment by the other party of all or substantially all of its assets for the benefit of its creditors; or
- d. Insolvency. The inability of the other party to pay its debts as they become due; or
- e. Fraudulent or Deceptive Practices. The other party engages in a material fraudulent, abusive or deceptive act or practice relating to the marketing, sale or submission of vehicle service contracts in the Program.

9. EFFECT OF TERMINATION

Upon the expiration of the Term or earlier termination of this Agreement, the following provisions shall govern the parties' respective duties and obligations under this Agreement:

- a. Cessation of Marketing Activities. Producer shall cease marketing vehicle service contracts in the Program after the effective date of termination of this Agreement and shall not sell any vehicle service contracts in the Program that will go into effect after the date of termination of this Agreement.
- b. Customer Service. Producer shall continue to perform all necessary services described in Section 3 of this Agreement (collectively, the "Customer Services") until all vehicle service contracts sold in the Program have expired, provided that the Company, at its election, may assume the responsibility for all Customer Services directly or through a designated representative, and Producer shall cooperate fully with the Company or such representative to effect an orderly transition of such Customer Services.

c. Producer Compensation. The Company shall continue to pay Producer all compensation due Producer under this Agreement with respect to payments received before or after the termination date of this Agreement on all vehicle service contracts sold by Producer prior to the termination date of this Agreement.

d. Refunds. The Producer and the Company shall continue to refund or credit to each other the unearned pro rata shares of the Producer's compensation and the Company Charge, respectively, as required by this Agreement in the event any vehicle service contracts sold by Producer in the Program are canceled after the termination date of this Agreement until all of such contracts have expired.

e. Reports and Remittances. Unless the Company has assumed responsibility for all Customer Services after the termination date hereof, Producer shall continue to furnish to the Company all reports required of the Producer by this Agreement until all vehicle service contracts sold in the Program have expired. If the Company has assumed responsibility for Customer Services after the termination date of this Agreement, the Company shall furnish such reports to Producer until all vehicle service contracts sold in the Program have expired. Irrespective of whether or not the Company has assumed responsibility for the Customer Services after the termination date hereof, the Company shall continue to furnish to Producer the monthly reports required of the Company by this Agreement. Each party shall continue to pay the other party such amounts shown to be due in accordance with the reports furnished hereunder until all business transacted between the parties has expired.

10. CONFIDENTIALITY; NON-COMPETE

The parties will make available to each other and their principals, directors, officers, employees and agents certain proprietary confidential business information pertaining to the business of the Producer and the Company's Program, including, without limitation, trade secrets, know-how, data, written materials, and forms (collectively, "Proprietary Information"). Under no circumstances, however, shall the Company make its pricing, sales or, except for the Company's "Deal Manager" system and only as to the Producer's customers, customer information systems available to Producer. During the Term of this Agreement and thereafter, the Producer and Company, for itself and on behalf of its affiliates, relatives, principals, directors, officers, employees, agents, successors and assigns, covenants and agrees not to use or divulge any Proprietary Information (or breach the confidentiality thereof) belonging to the other for any purpose other than for the benefit of the respective business of the parties conducted pursuant to this Agreement, except as required by law or legal process.

In addition, in consideration of this Agreement, including, without limitation, the Company's sharing of its Proprietary Information, the Producer, for itself and on behalf of its affiliates, relatives, principals, directors, officers, employees, agents, successors and assigns, covenants and agrees, during the Term of this Agreement and for a period of two (2) years thereafter, not to promote, market or sell, or cause to be promoted, marketed or sold, by direct marketing to consumers using "outbound" telemarketing (i.e., predictive dialing to prospective customers on non-responder telephone number marketing lists), any vehicle service contracts or programs anywhere in the United States, except through the Company or except as the Company shall otherwise approve in advance in writing with respect to states and/or vehicle models that

the Company is not involved in. Notwithstanding the foregoing, nothing herein shall be deemed to preclude or restrict the Producer and its affiliates, relatives, principals, directors, officers, employees, agents, successors and assigns, from promoting, marketing or selling any other products or services, including, without limitation, vehicle service contracts or programs through any other form of direct marketing, including direct mail and responding to "inbound" calls from prospective customers, whether during the Term of this Agreement or thereafter. On the other hand, nothing herein shall preclude or restrict or be deemed to preclude or restrict the Company from any activities to promote, market and sell, or cause others to promote, market and sell, vehicle service contracts within or outside the Territory and whether or not in competition with Producer.

The parties acknowledge that there is no adequate remedy at law for a violation by either the Producer or the Company of the restrictions contained in this Section 10 and that therefore these restrictions may be enforced by injunctive or other equitable relief in addition to other available remedies.

11. MISCELLANEOUS

a. Governing Law and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of New Jersey, without reference to the conflicts of laws principles thereof. Any actions or proceedings relating to disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of, and shall have their venue in, the federal or state courts located in New Jersey.

b. Remedies and Offsets. In addition to exercising any available remedies at law or in equity, each party shall have, and may exercise at any time and from time to time, the right to offset any balance or balances due from such party to the other party against any balance or balances due to the former from the latter under this Agreement or any other contract or agreement between the parties hereto, provided, however, that in the event of the insolvency of a party hereto or a similar proceeding, offsets shall only be allowed in accordance with applicable statutes and regulations.

c. Modifications. Except as otherwise provided herein, this Agreement or any of the exhibits hereto may not be amended or modified except by written agreement signed by both of the parties hereto.

d. Assignment. Neither this Agreement, nor any of the authority, rights, duties, obligations, or liabilities afforded or created by this Agreement, may be assigned, transferred or delegated by the Producer to any other person without the prior written consent of the Company. Any attempted assignment, transfer or delegation without such consent shall be void and of no force or effect. There shall be no prohibitions or restrictions against assignment or transfer by the Company.

e. Successor and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective lawful successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective

lawful successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

f. Independent Contractor. Producer shall at all times be considered an independent contractor and not an agent of the Company. Nothing in this Agreement is intended or shall be construed to create an agency, employment, joint venture, or partnership relationship between the Company and Producer or between the Company and any of the Producer's employees, agents, and approved sub-contractors.

g. Non-Waiver. The failure by either party to exercise or enforce any of its rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right, or remedy.

h. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument. Any facsimile transmission or PDF electronic mail counterpart signature page shall constitute an original.

i. Severability. If one or more provisions of this Agreement are held to be unenforceable, in whole or in part, under applicable laws, such whole or partial provision(s) shall be excluded from this Agreement, and the balance of this Agreement or such provision(s) shall be interpreted as if such provision(s) or part of such provision(s) were so excluded and shall be enforceable in accordance with its terms.

j. Notices. All notices, demands, or communications required under this Agreement shall be in writing, addressed to the parties at their respective addresses, and delivered personally, by mail, by overnight courier, by facsimile, or by electronic mail.

k. Headings. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

l. Entire Agreement. This written Agreement and the exhibits hereto constitute the entire agreement and understandings of the parties relating to the subject matter of this Agreement and supersede all prior written or oral agreements or understandings of the parties.

m. Required Approval or Consent. Whenever this Agreement requires a party's approval or consent, such approval or consent shall be given within thirty (30) days of the respective party's receipt of a request for approval or consent from the other party, except where a shorter or longer period is expressly provided in this Agreement. Any party that does not give its approval or consent, or rejection, within such thirty (30) day period (or such shorter or longer period, as applicable) shall be deemed to have given such approval or consent.

n. Further Assurances. Each party shall execute and deliver such other documents and instruments and take such further actions as may be reasonably necessary or appropriate to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

USA AUTO PROTECTION LLC

By: 

(signature)

Title: Managing Member

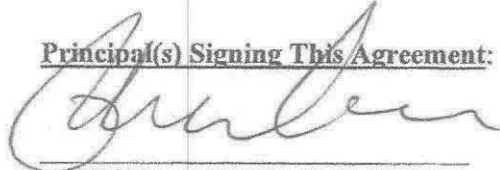
Printed Name: Phillip A. Tripoli

Date: 12-1-2017

Tax. Ident. No.: 82-3341624

Address: 4387 Magoffin Trails Dr.
St. Louis, MO 63129

Principal(s) Signing This Agreement:


Printed Name: Phillip Tripoli

Address: same as above

N.C.W.C., INC.

By: 

Title: President & CEO

Printed Name: Michael B. Shaftel

Date: 12-6-17

Tax Ident. No.: 22-3247572

EXHIBIT A

PRODUCER'S AUTHORIZED TERRITORY FOR SERVICE CONTRACTS

Please note that not all plans are available in all states. Applicable states are subject to change. All changes will be made known to Producer via (a) email, (b) verbally, and/or (c) via the inability to sell via rating engine. Any changes will supercede the authorized territory addressed in this Agreement.

FOR PRODUCER'S WHOSE AUTHORIZED TERRITORY INCLUDES THE STATE OF WASHINGTON, THE FOLLOWING ADDITIONAL PROVISION SHALL APPLY: Notwithstanding the provisions of Section 1(a) of the Agreement, any telemarketing scripts and promotional materials (whether written or oral) used by Producer for selling to customers in the State of Washington that vary from the Company's Marketing Materials shall require the Company's prior written approval.

All States Are Included, Except California and Hawaii

EXHIBIT B

COMPANY COSTS

Please note that all Producer "pricing" is made viewable in "rating engine." Producer may only market plans and pricing eligible in rating engine unless otherwise directed by Company.

EXHIBIT C

PRODUCER'S COMPENSATION

1. General Advancement Rules

- a. Company will advance Producer compensation one pay period following the date in which payment is made from customer.
 - i. If the downpayment is 10% or greater, advancement occurs the next payment cycle following Company's acceptance of the first payment from the customer.
 - ii. If the downpayment is between 5% and 10%, advancement occurs the next payment cycle following the Company's acceptance of the second payment from the customer.
 - iii. Advance Producer compensation is distributed weekly.

2. Formula to generate the advance Producer compensation

- a. Sale Price less (i) Company Charge, (ii) Finance Fee (if any), and (iii) Reserve Fee

3. Finance and Reserve Fees

- a. Reserve Fee = 40% for finance terms up to 18 months,
45% for finance terms 19-24 months
- b. Finance Fee
 - i. 0 – 6 months no charge
 - ii. 7 – 12 months \$125.00
 - iii. 13 – 15 months \$195.00
 - iv. 16 – 18 months \$210.00
 - v. 19 – 24 months \$265.00

Note: no finance fee past 24 months

4. Cancellation "Clawback"

- i. A cancellation that occurs will be subtracted from Producer's next weekly advancement
- ii. Cancellation Fee
 1. If the service contract is cancelled before the customer makes two payments, no fee is assessed to Producer.
 2. If the service contract is cancelled after the customer makes two or more payments, a \$75 cancellation fee will be assessed to said policy and deducted from the next weekly advancement.

SALES REPRESENTATIVE AGREEMENT

This Sales Representative Agreement (the "Agreement") is made and entered into by and between OX Home Solutions, LLC d/b/a OX Auto Solutions, a Delaware limited liability company, and its principal(s), Michael Mardaresco (such entity and principal(s) jointly, severally, and collectively, the "Producer"), and N.C.W.C., Inc., a New Jersey corporation (the "Company").

WITNESSETH:

WHEREAS, the Company has developed a program for the sale of vehicle service contracts issued by various administrators/obligors (including its affiliate, Palmer Administrative Services, Inc. ("Palmer")) utilizing direct marketing and related promotional techniques (the "Program"), and the Company desires to authorize Producer to market and sell such vehicle service contracts in the Company's Program in the territory hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth below, the parties hereby agree as follows:

1. PRODUCER'S AUTHORITY AND TERRITORY

a. **Appointment**. The Company hereby authorizes and appoints Producer as its non-exclusive representative to promote, market, and sell vehicle service contracts utilizing the Company's Program, all in accordance with the terms and conditions of this Agreement. All vehicle service contracts sold in the Program shall utilize only the Company's Program materials. The Company's Program materials include a model telemarketing script and promotional materials ("Marketing Materials"). These Marketing Materials are samples only and Producer may choose whether or not to use them. Producer shall be solely liable for any and all liability resulting from its use or non-use of the Marketing Materials, or its modification thereof, unless caused solely by the Company.

b. **Territory**. Producer's authority shall be limited to prospective purchasers located in the states listed in Exhibit A attached to this Agreement, as may be amended from time to time in writing by the Company. The Company may, by written notice to Producer, suspend prospectively Producer's authority in any state in which the Company's authority to conduct business is withdrawn or lapses.

2. SERVICE CONTRACT PLANS AND FORMS

a. **Use of Forms**. Producer shall use in the Program only the Company's vehicle service contract plans, specimen service contract forms, applications, marketing brochures, payment books, and other marketing documents (collectively "Program Materials"). Subject to the requirements of paragraph (b) below, Producer shall not modify or alter any Program Materials without the Company's prior written approval.

b. **Regulatory Filings**. To the extent required by applicable laws in Producer's territory, the Company shall file, or shall cause the administrator/obligor to file, any or all Program Materials for informational purposes or approval with the appropriate governmental

authorities. Producer shall not market or utilize any Program Materials in California until the Company has furnished Producer with written confirmation that the subject Program Materials have received all necessary regulatory approvals and may lawfully be utilized in that state. The Company acknowledges that all necessary regulatory approvals have been obtained with respect to all states listed in Exhibit A, except as the same may be amended from time to time, and that the Program Materials may lawfully be utilized in each of such states.

c. Withdrawal of Approval. The Company may withdraw approval of any Program Material by written notice to Producer, and Producer shall immediately cease using the subject Program Material, if the Company determines, in its sole discretion, that continued use of the subject Program Material places the Company at unreasonable risk of potential liability or the Company is ordered by its administrator/obligor or by any regulatory authority to cease utilizing the subject Program Material.

d. Printing of Forms. Unless otherwise agreed by the Company in writing, the Company shall print and shall be solely responsible for all costs and expenses of printing any Program Materials used by Producer in the Program.

3. CUSTOMER SERVICE

a. Issuance of Contracts. Producer shall handle the collection of all down-payments (whether by cash, check or credit card) with respect to all vehicle service contracts sold by Producer in the Program and shall promptly forward to the Company, on a weekly basis, all relevant purchaser data and other information for the preparation by the Company of the vehicle service contracts and related forms. The Company shall promptly prepare, issue and deliver directly to purchasers all vehicle service contracts and related forms with respect to such sales by Producer. PRODUCER ACKNOWLEDGES AND AGREES THAT COMPANY HAS THE RIGHT TO REJECT ANY VEHICLE SERVICE CONTRACT WHERE COMPLETE CUSTOMER DATA IS NOT FURNISHED BY PRODUCER TO COMPANY IN A TIMELY MANNER.

b. Collections. All revenues from the sale of vehicle service contracts in the Program shall be collected and administered as follows: (1) all initial down-payments shall be for the account of Producer and (2) all installment payments (other than the initial down-payment) shall be for the account of the Company.

c. Customer Inquiries. Producer shall receive, handle and respond to all customer inquiries and questions regarding the Program, except that all inquiries concerning claims arising under the vehicle service contracts shall be referred to the Company or the administrator/obligor.

d. Processing Cancellations. The Company shall cancel in a timely manner all vehicle service contracts on which the purchasers fail to make the required payments of the purchase price and shall receive and process all requests by the purchasers to cancel their contracts. The Company shall calculate and pay to the purchasers all refunds of the vehicle service contract installment payments (other than the initial down-payments) to which such purchasers are entitled in accordance with the cancellation and refund provisions of the canceled vehicle service contract, and the Producer shall pay to the purchasers (by check or credit card

credit) all refunds of the down-payments to which such purchasers are entitled pursuant to the Company's calculations.

4. **PRODUCER COMPENSATION**

a. **Compensation.** As Producer's sole compensation for each vehicle service contract sold in the Program, Producer shall be entitled to receive the difference between the gross retail sales price of the vehicle service contract (as determined by Producer in its sole discretion, subject to applicable law and regulatory requirements) and the costs payable to the Company with respect to such vehicle service contract (the "**Company Charge**"), as set forth in Exhibit B attached to this Agreement. The Producer agrees that the Company Charge as set forth in Exhibit B shall be subject to modification by the Company prospectively on thirty (30) days' prior written notice to Producer.

b. **Remittances.** Producer's compensation shall be paid in the following manner: (1) Producer shall be entitled to the initial down-payment paid by the customer as an advance against Producer's compensation; (2) the balance of Producer's compensation shall be paid by Company in accordance with Exhibit C. Notwithstanding the foregoing, if the customer pays the contract price in full in one lump payment to Producer at the time of the sale, the Company shall deduct the Company Charge applicable to such contract from Producer's next funding wire from Company, if the Company is doing the financing; or if PayLink or another finance company is doing the financing, the Company will bill and collect the Company Charge from PayLink or such other finance company as soon as practicable following receipt of such customer payment by PayLink or such other finance company. Producer agrees that Exhibit C shall be subject to modification by the Company prospectively on thirty (30) days' prior written notice to Producer.

c. **Refunds.** In the event a vehicle service contract is canceled prior to its natural expiration, the Producer and the Company shall be obligated to refund or credit to each other the unearned pro rata shares of the Producer's compensation and the Company Charge, as the case may be, with respect to the canceled vehicle service contract. The amount of such refund or credit shall be determined in accordance with the cancellation and refund provisions of the canceled vehicle service contract.

5. **PRODUCER REPRESENTATIONS, WARRANTIES AND COVENANTS**

In connection with its duties and performance under this Agreement, Producer hereby makes the following representations, warranties, and covenants to the Company:

LICENSES

a. Producer and all persons employed by Producer to perform any activities authorized by this Agreement with respect to the Program shall procure and maintain in good standing all licenses, permits, and certifications required of the Producer or its employees under all applicable state and federal laws with respect to such activities.

**LAW AND
REGULATIONS**

b. Producer shall familiarize itself and comply with all state and federal laws and regulations applicable to its activities pertaining to the Program, including but not limited to all

state and federal laws, rules and regulations regarding direct solicitation, telemarketing, home solicitation sales, and other mass-marketing techniques, such as the federal Telemarketing Sales Rule, the Telephone Consumer Protection Act and their implementing regulations including, but not limited to, those restricting prerecorded sales calls, calls to cellular telephones and the national Do-Not-Call Registry. Producer shall implement policies and procedures to ensure its compliance with these laws and regulations.

PRIVACY

- c. Producer shall not use for any purpose other than as required by this Agreement or disclose to any other person or entity the names, personal information, and other information concerning the subject matter of the vehicle service contracts sold in the Program without first affording the Company a reasonable opportunity to confirm that such use or disclosure complies with any applicable federal or state privacy laws.

**RULES OF THE
COMPANY**

- d. Producer shall adhere to all rules, manuals, procedures, and instructions prescribed by the Company concerning the Program and furnished to Producer in writing.

**ILLEGAL AND
UNFAIR PRACTICES**

- e. Producer shall not engage in unlawful discrimination, misrepresentation, or any unfair trade practice pertaining to the Program that is prohibited by law. Furthermore, Producer shall not misappropriate or otherwise use the intellectual property of the Company and/or any third party including, but not limited to, trademarks, service marks, trade names (including the names "NCWC," "Dealer Services," "Liberty Automotive Protection," "Heritage Automotive Protection," or any similar names), copyrights, endorsements, business processes and other proprietary materials, to promote, market and sell vehicle service contracts, without the prior written consent of the owner of such intellectual property.

**PROPERTY AND
SUPPLIES**

- f. Producer shall maintain in a secure and safe place, and upon request shall account to the Company for, all supplies and materials furnished by the Company to Producer with respect to the Program.

EXPENSES

- g. Except as otherwise expressly provided in this Agreement, Producer shall bear all of its business expenses and marketing costs in the performance of its duties and obligations under this Program and shall not incur any expense on behalf of the Company without the Company's

prior written approval.

**NEGOTIABLE
INSTRUMENTS**

- h. Producer shall not negotiate or endorse any check or other negotiable instrument made payable to the Company.

LEGAL NOTICES

- i. Producer shall promptly notify the Company of its receipt of legal notices or legal complaints affecting the Company or the Program and shall immediately forward same to the Company.

ADVERTISING

- j. Producer shall not publish, circulate, or display any advertisements, circulars, brochures, or other materials that name or refer to the Company or any administrators, obligors, insurers, risk retention groups, reinsurers or affiliates thereof, their respective products, or their respective businesses, unless the content thereof has received the prior written approval of the Company.

**INDUCEMENT TO
LAPSE**

- k. While this Agreement is in force or at any time thereafter, Producer shall not induce the lapse, cancellation, or termination of any vehicle service contract sold by Company in the Program.

**EMPLOYEE AND
SUB-AGENT
COMPENSATION**

- l. Producer shall be responsible for the payment of compensation and commissions to all sub-agents (whose appointment shall be subject to the Company's prior approval) and employees utilized or employed by Producer in the performance of its duties and obligations under this Agreement.

AUDIT

- m. Subject to reasonable prior notice, Producer shall grant the Company and its authorized representatives, accountants, attorneys, and investigators the right of free access during normal business hours at Producer's place of business for the purpose of inspecting and auditing the books and records maintained by Producer with respect to the Program, and for confirming Producer's compliance with its obligations under this Agreement, including those contained in subparagraph (b) above. The Company, from time to time, in its discretion, may also require Producer to complete questionnaires and furnish other written information to gauge its compliance with this Agreement, and to forward to Company, at Company's expense, specified books and records of the Producer.

**MODIFICATION OR
WAIVER OF TERMS**

- n. Producer shall not have any authority to modify, waive, alter, or change, orally or in writing, any of the terms and

- conditions of a vehicle service contract sold in the Program, whether prior to or after the sale of the service contract.
- CLAIMS** o. Producer shall not have any authority to negotiate, settle, authorize payment of or pay any claims arising under the vehicle service contracts sold in the Program.
- FIDUCIARY FUNDS** p. Producer shall hold in trust and consider as fiduciary funds any monies received by Producer on behalf of the Company or otherwise due the Company and shall not covert same to its own use, except as permitted in accordance with this Agreement.
- COOPERATION** q. Producer shall cooperate with the Company in all matters relating to the Program.
- CORPORATE STATUS** r. Producer is duly organized, legally existing, and in good standing under the laws of the jurisdiction in which it is organized, and possesses the full power and authority to conduct the activities prescribed for it in this Agreement.
- ADDITIONAL RESPONSIBILITIES** s. In addition to the foregoing, Producer shall be responsible for (i) recording all sales calls with purchasers of vehicle service contracts ("Recorded Calls"), (ii) causing all purchasers who choose to make payments pursuant to pre-authorized draft or direct debit, to explicitly authorize all such pre-authorized draft or direct debit payments in Recorded Calls, (iii) maintaining all Recorded Calls for two (2) years following the expiration of the payment term of the purchaser's payment plan agreement, and (iv) promptly providing the Company with copies of Recorded Calls upon the Company's request.

6. COMPANY REPRESENTATIONS, WARRANTIES, AND COVENANTS

In connection with its duties and performance under this Agreement, the Company hereby makes the following representations, warranties, and covenants to Producer:

- LEGAL COMPLIANCE** a. The Company shall have and maintain in good standing all state and federal licenses, permits, and certifications required of the Company to conduct the Program in Producer's territory. The Company shall make, or cause to be made, all necessary regulatory filings pertaining to the Program in Producer's territory, including but not limited to all Program Materials required to be filed, and shall keep Producer

informed of all regulatory developments concerning the Company or the Program that might adversely affect Producer's ability to market the Program in any state in the territory.

LEGAL NOTICES

- b. The Company shall promptly notify Producer of its receipt of legal notices or legal complaints affecting Producer or the Program and shall immediately forward same to Producer.

ADVERTISING

- c. The Company shall not publish, circulate, or display any advertisements, circulars, brochures, or other materials that name or refer to Producer, its products, or its business unless the content thereof has received the prior written approval of Producer.

INDUCEMENT TO LAPSE

- d. While this Agreement is in force or at any time thereafter, the Company shall not induce the lapse, cancellation, or termination of any vehicle service contract sold by Producer in the Program.

AUDIT

- e. Subject to reasonable prior notice, the Company shall grant Producer and its authorized representatives, accountants, attorneys, and investigators the right of free access during normal business hours at the Company's place of business for the purpose of inspecting and auditing the books and records maintained by the Company with respect to the Program. Producer, at its expense, may make copies and retain any of such books and records which pertain to the Program.

COOPERATION

- f. The Company shall cooperate with Producer in all matters relating to the Program.

CORPORATE STATUS

- g. The Company is a corporation duly organized, legally existing, and in good standing under the laws of the jurisdiction in which it is organized, and possesses the full corporate power and authority to conduct the activities prescribed for it in this Agreement.

FINANCING

- h. With respect to any vehicle service contract sold by Producer that is financed by Company, the Company shall comply with all applicable state and federal lending laws, including (but not limited to) the Federal Truth in Lending Act and Regulation Z thereunder.

7. **INDEMNIFICATION**

a. **Indemnification by Producer.** Producer shall indemnify, defend, and hold harmless the Company, and the administrators, obligors, insurers, risk retention groups and reinsurers with which the Company does business, from and against any and all damages, claims, liabilities, judgments, awards, penalties, fines, and expenses, including but not limited to reasonable attorneys' fees, court costs, punitive damages, and exemplary damages, resulting from or arising out of (1) Producer's material breach of any term, representation, warranty, or covenant set forth in this Agreement, or (2) any claims, actions or proceedings asserted by third parties against the Company or such administrators, obligors, insurers, risk retention groups and reinsurers on account of any act, error, or omission committed by Producer or Producer's agents or employees in the performance of any of Producer's obligations under this Agreement.

b. **Indemnification by the Company.** The Company shall indemnify, defend, and hold harmless Producer from and against any and all damages, claims, liabilities, judgments, awards, penalties, fines, and expenses, including but not limited to reasonable attorneys' fees, court costs, punitive damages, and exemplary damages, resulting from or arising out of (1) the Company's material breach of any term, representation, warranty, or covenant set forth in this Agreement, or (2) any claims, actions or proceedings asserted by third parties against the Producer on account of any act, error, or omission committed by the Company or the Company's agents or employees in the performance of any of the Company's obligations under this Agreement.

c. **Contribution to Loss.** Notwithstanding the indemnification obligations set forth above, neither party shall have any obligation to indemnify the other with respect to, and to the extent of, any loss caused, contributed to, or compounded by the other party.

d. **Survival of Obligations.** The obligations herein of the parties to indemnify each other shall survive the termination of this Agreement.

e. **Procedure for Indemnification.** Any party (the "Indemnified Party") seeking indemnification pursuant to this section shall give the other party (the "Indemnifying Party") prompt written notice of any claim or loss that may give rise to a claim for indemnification hereunder and shall afford the Indemnifying Party an opportunity to defend and settle such claim or loss, at the Indemnifying Party's expense and through competent legal counsel selected by the Indemnifying Party. The Indemnified Party shall at all times have the right to associate, at its own expense, in the defense of any claim or loss in which the Indemnified Party is named as a defendant or respondent or is otherwise the subject of any investigation or legal proceeding. Notwithstanding the foregoing, the parties shall each retain the exclusive right to handle the defense of any regulatory proceeding or governmental enforcement action against it without prejudice to such party's rights of indemnification hereunder.

8. **EFFECTIVE DATE, TERM AND TERMINATION**

This Agreement shall be effective as of the later of the two dates listed on the signature page and shall remain continuously in effect for a term of five (5) years (the "Term").

Notwithstanding the foregoing, either party may terminate this Agreement, effective immediately, for the following causes:

- a. Material Breach. The failure of the other party to cure any material breach of this Agreement committed by such party within thirty (30) days after written notice of the breach has been provided by the terminating party; or
- b. Bankruptcy. The filing of a voluntary or involuntary bankruptcy petition involving the other party, or the appointment of a receiver, conservator, supervisor, or similar official concerning the other party; in the event of the termination of this Agreement on account of the occurrence of one or more of the events in this sub-paragraph (b) attributable to the Company, the Producer, at the option of Palmer, shall pay to Palmer directly (for the account of the Company) all amounts otherwise payable to the Company hereunder; or
- c. Assignment for Creditors. The assignment by the other party of all or substantially all of its assets for the benefit of its creditors; or
- d. Insolvency. The inability of the other party to pay its debts as they become due; or
- e. Fraudulent or Deceptive Practices. The other party engages in a material fraudulent, abusive or deceptive act or practice relating to the marketing, sale or submission of vehicle service contracts in the Program.

9. EFFECT OF TERMINATION

Upon the expiration of the Term or earlier termination of this Agreement, the following provisions shall govern the parties' respective duties and obligations under this Agreement:

- a. Cessation of Marketing Activities. Producer shall cease marketing vehicle service contracts in the Program after the effective date of termination of this Agreement and shall not sell any vehicle service contracts in the Program that will go into effect after the date of termination of this Agreement.
- b. Customer Service. Producer shall continue to perform all necessary services described in Section 3 of this Agreement (collectively, the "Customer Services") until all vehicle service contracts sold in the Program have expired, provided that the Company, at its election, may assume the responsibility for all Customer Services directly or through a designated representative, and Producer shall cooperate fully with the Company or such representative to effect an orderly transition of such Customer Services.
- c. Producer Compensation. The Company shall continue to pay Producer all compensation due Producer under this Agreement with respect to payments received before or after the termination date of this Agreement on all vehicle service contracts sold by Producer prior to the termination date of this Agreement.

d. Refunds. The Producer and the Company shall continue to refund or credit to each other the unearned pro rata shares of the Producer's compensation and the Company Charge, respectively, as required by this Agreement in the event any vehicle service contracts sold by Producer in the Program are canceled after the termination date of this Agreement until all of such contracts have expired.

e. Reports and Remittances. Unless the Company has assumed responsibility for all Customer Services after the termination date hereof, Producer shall continue to furnish to the Company all reports required of the Producer by this Agreement until all vehicle service contracts sold in the Program have expired. If the Company has assumed responsibility for Customer Services after the termination date of this Agreement, the Company shall furnish such reports to Producer until all vehicle service contracts sold in the Program have expired. Irrespective of whether or not the Company has assumed responsibility for the Customer Services after the termination date hereof, the Company shall continue to furnish to Producer the monthly reports required of the Company by this Agreement. Each party shall continue to pay the other party such amounts shown to be due in accordance with the reports furnished hereunder until all business transacted between the parties has expired.

10. CONFIDENTIALITY; NON-COMPETE

The parties will make available to each other and their principals, directors, officers, employees and agents certain proprietary confidential business information pertaining to the business of the Producer and the Company's Program, including, without limitation, trade secrets, know-how, data, written materials, and forms (collectively, "Proprietary Information"). Under no circumstances, however, shall the Company make its pricing, sales or, except for the Company's "Deal Manager" system and only as to the Producer's customers, customer information systems available to Producer. During the Term of this Agreement and thereafter, the Producer and Company, for itself and on behalf of its affiliates, relatives, principals, directors, officers, employees, agents, successors and assigns, covenants and agrees not to use or divulge any Proprietary Information (or breach the confidentiality thereof) belonging to the other for any purpose other than for the benefit of the respective business of the parties conducted pursuant to this Agreement, except as required by law or legal process.

In addition, in consideration of this Agreement, including, without limitation, the Company's sharing of its Proprietary Information, the Producer, for itself and on behalf of its affiliates, relatives, principals, directors, officers, employees, agents, successors and assigns, covenants and agrees, during the Term of this Agreement and for a period of two (2) years thereafter, not to promote, market or sell, or cause to be promoted, marketed or sold, by direct marketing to consumers using "outbound" telemarketing (i.e., predictive dialing to prospective customers on non-responder telephone number marketing lists), any vehicle service contracts or programs anywhere in the United States, except through the Company or except as the Company shall otherwise approve in advance in writing with respect to states and/or vehicle models that the Company is not involved in. Notwithstanding the foregoing, nothing herein shall be deemed to preclude or restrict the Producer and its affiliates, relatives, principals, directors, officers, employees, agents, successors and assigns, from promoting, marketing or selling any other products or services, including, without limitation, vehicle service contracts or programs through any other form of direct marketing, including direct mail and responding to "inbound" calls from

prospective customers, whether during the Term of this Agreement or thereafter. On the other hand, nothing herein shall preclude or restrict or be deemed to preclude or restrict the Company from any activities to promote, market and sell, or cause others to promote, market and sell, vehicle service contracts within or outside the Territory and whether or not in competition with Producer.

The parties acknowledge that there is no adequate remedy at law for a violation by either the Producer or the Company of the restrictions contained in this Section 10 and that therefore these restrictions may be enforced by injunctive or other equitable relief in addition to other available remedies.

11. MISCELLANEOUS

a. Governing Law and Venue. This Agreement shall be interpreted and enforced in accordance with the laws of New Jersey, without reference to the conflicts of laws principles thereof. Any actions or proceedings relating to disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of, and shall have their venue in, the federal or state courts located in New Jersey.

b. Remedies and Offsets. In addition to exercising any available remedies at law or in equity, each party shall have, and may exercise at any time and from time to time, the right to offset any balance or balances due from such party to the other party against any balance or balances due to the former from the latter under this Agreement or any other contract or agreement between the parties hereto, provided, however, that in the event of the insolvency of a party hereto or a similar proceeding, offsets shall only be allowed in accordance with applicable statutes and regulations.

c. Modifications. Except as otherwise provided herein, this Agreement or any of the exhibits hereto may not be amended or modified except by written agreement signed by both of the parties hereto.

d. Assignment. Neither this Agreement, nor any of the authority, rights, duties, obligations, or liabilities afforded or created by this Agreement may be assigned or delegated by either party to any other person without the prior written consent of the other party. Any attempted assignment without such consent shall be void and of no force or effect.

e. Successor and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective lawful successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective lawful successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

f. Independent Contractor. Producer shall at all times be considered an independent contractor and not an agent of the Company. Nothing in this Agreement is intended or shall be construed to create an agency, employment, joint venture, or partnership relationship between the Company and Producer or between the Company and any of the Producer's employees, agents, and approved sub-contractors.

- g. **Non-Waiver.** The failure by either party to exercise or enforce any of its rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right, or remedy.
- h. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument. Any facsimile transmission or PDF electronic mail counterpart signature page shall constitute an original.
- i. **Severability.** If one or more provisions of this Agreement are held to be unenforceable, in whole or in part, under applicable laws, such whole or partial provision(s) shall be excluded from this Agreement, and the balance of this Agreement or such provision(s) shall be interpreted as if such provision(s) or part of such provision(s) were so excluded and shall be enforceable in accordance with its terms.
- j. **Notices.** All notices, demands, or communications required under this Agreement shall be in writing, addressed to the parties at their respective addresses, and delivered personally, by mail, by overnight courier, by facsimile, or by electronic mail.
- k. **Headings.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- l. **Entire Agreement.** This written Agreement and the exhibits hereto constitute the entire agreement and understandings of the parties relating to the subject matter of this Agreement and supersede all prior written or oral agreements or understandings of the parties.
- m. **Required Approval or Consent.** Whenever this Agreement requires a party's approval or consent, such approval or consent shall be given within thirty (30) days of the respective party's receipt of a request for approval or consent from the other party, except where a shorter or longer period is expressly provided in this Agreement. Any party that does not give its approval or consent, or rejection, within such thirty (30) day period (or such shorter or longer period, as applicable) shall be deemed to have given such approval or consent.
- n. **Further Assurances.** Each party shall execute and deliver such other documents and instruments and take such further actions as may be reasonably necessary or appropriate to carry out the intent and purposes of this Agreement.

[Rest of Page Intentionally Left Blank; Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

OX HOME SOLUTIONS, LLC
d/b/a OX Auto Solutions

By: Michael Madaresco
Title: President

Printed Name: Michael Madaresco

Date: 8/1/16

Tax Ident. No.: 9142

Address: 3700 South Susan Street, Suite 250
Santa Ana, CA 92704

N.C.W.C., INC.

By: Michael B. Shaftel
Title: President & CEO

Printed Name: Michael B. Shaftel

Date: 8-1-16

Tax Ident. No.: 7572

Principal(s) Signing This Agreement:

Michael Madaresco
Printed Name: Michael Madaresco

Address: same as above

EXHIBIT A

PRODUCER'S AUTHORIZED TERRITORY FOR SERVICE CONTRACTS

Please note that not all plans are available in all states. Applicable states are subject to change. All changes will be made known to Producer via (a) email, (b) verbally, and/or (c) via the inability to sell via rating engine. Any changes will supercede the authorized territory addressed in this Agreement.

FOR PRODUCER'S WHOSE AUTHORIZED TERRITORY INCLUDES THE STATE OF WASHINGTON, THE FOLLOWING ADDITIONAL PROVISION SHALL APPLY: Notwithstanding the provisions of Section 1(a) of the Agreement, any telemarketing scripts and promotional materials (whether written or oral) used by Producer for selling to customers in the State of Washington that vary from the Company's Marketing Materials shall require the Company's prior written approval.

All States Are Included, Except California and Hawaii

EXHIBIT B

COMPANY COSTS

Please note that all Producer "pricing" is made viewable in "rating engine." Producer may only market plans and pricing eligible in rating engine unless otherwise directed by Company.

EXHIBIT C

PRODUCER'S COMPENSATION

1. General Advancement Rules
 - a. Company will advance Producer compensation one pay period following the date in which payment is made from customer.
 - i. If the downpayment is 10% or greater, advancement occurs the next payment cycle following Company's acceptance of the first payment from the customer.
 - ii. If the downpayment is between 5% and 10%, advancement occurs the next payment cycle following the Company's acceptance of the second payment from the customer.
 - iii. Advance Producer compensation is distributed weekly.
2. Formula to generate the advance Producer compensation
 - a. (Sale Price less (i) Company Charge, (ii) Finance Fee (if any), and (iii) Reserve Fee
3. Reserve and Finance Fees
 - a. Reserve Fee: Producer will be funded 65% of its net advance; the balance of 35% will be held in reserve. Producer's reversals will be deducted from the 35% reserve.
 - b. Finance Fee:
 - i. 0 – 6 months no charge
 - ii. 7 – 12 months \$115.00
 - iii. 13 – 15 months \$175.00
 - iv. 16 – 18 months \$205.00
 - v. 19 – 24 months \$255.00Note: no finance terms past 24 months
4. Cancellation "Clawback" Fee
 - a. If cancellation of service contract occurs less than 30 days after the sale date, no cancellation fee is assessed to Producer.
 - b. If cancellation of service contract occurs 30 days or more after the sale date, a \$75 cancellation fee will be assessed to said policy and deducted from weekly advancement to Producer.