



OVERBILL AGREEMENT

This Overbill Agreement (hereinafter referred to as the "Agreement") is executed this ____ day of _____, 20____ (the "Effective Date") by and between:

Company: HeroProtects, LLC
13801 Riverport Drive, Suite 100
Maryland Heights, MO 63043

Dealer: _____

WHEREAS, HeroProtects, LLC, a Missouri limited liability company, (herein the "Company") produces, provides and administers vehicle service contracts marketed to consumers through various retail outlets that include vehicle dealerships.

WHEREAS, Company now contracts with automotive Dealership ("Dealer") listed in this Agreement, under a separate Dealer agreement, to market vehicle service contracts ("Contracts") to consumers.

WHEREAS, Dealer asserts it has the capabilities and resources to adequately market the Company's Contracts.

WHEREAS, the Dealer and the payee selected in this Agreement (herein the "Payee") named in Section II, have reached agreement whereby the Payee shall receive compensation based on the Dealer's sale of Company Contracts; and

NOW THEREFORE, in consideration of the promises and the covenants contained herein, the parties agree as follows:

I. DEFINITIONS

The following words and phrases shall have special meanings when used in this Agreement:

"Commissions" means the amount agreed to between Company and Dealer to be paid to Payee relating to the proper sale of Contracts by Dealer.

"Contracts" means the Company's vehicle service contracts sold by Dealer.

"Payee" means the person or entity identified in Section II, not an employee of Company.

II. APPOINTMENT

Subject to the terms, conditions, and limitations set forth herein, the Dealer requests that the Company appoint the Payee named below as a representative with authority to receive Commissions on Company Contracts sold by Dealer in the amount set forth in Section III below:

PAYEE: Printed Name: _____
Address: _____
Amount Per Contract: _____
SS# or FedID: _____

III. PAYEE COMMISSIONS

For each Contract sold by Dealer, the Company agrees to compensate Payee the amount listed in Section II, for each Contract sold by Dealer. Such Commissions shall be paid to Payee only after the Dealer has submitted the proper documentation and required payment for each Contract sold. If the Contract is cancelled before payment is received, or if no payment is received, no Commission will be sent to Payee. Company will not withhold or deduct taxes from any Commission.

Dealer agrees that:

- A. No Commissions or other payments shall be deducted from payments due to the Company by Payee.
- B. If any Contract is cancelled for any reason, including but not limited to buyer cancellation, repossession or total loss, whether during or after the term of this Agreement, Payee shall remit to the Company the pro-rata portion of Commissions received by Payee for such Contract within thirty (30) days of receipt of invoice from Company. Failure by the Payee to remit to Company as required shall be a default under this Agreement.
- C. In the event of Payee default, Dealer shall be responsible for all Payee cancellation refunds due Company by Payee. Payee cancellation refund amounts due Company by Dealer shall include all current deficiencies and all future Payee cancellation refund amounts due Company until such time as all Contracts to which this Agreement applies have expired. The obligations of Dealer contained in this Section shall survive any termination of this Agreement.

IV. DEALER RESPONSIBILITIES AND AGREEMENTS

- A. Dealer shall have no authority to bind the Company or its insurer(s) to any risk or to act on behalf of the Company or its insurer(s) in any manner.
- B. Dealer agrees, that during the term of this Agreement or thereafter, to disclose no confidential business, or financial information concerning the Company, its affiliates and subsidiaries.
- C. Dealer shall indemnify and hold harmless Company and its employees, Dealers and representatives from any and all claims, suits, damages, costs (including reasonable attorneys' fees), judgments or awards arising from Dealer's failure to perform its responsibilities in accordance with the provisions, promises and terms of this Agreement, or resulting from any negligent or wrongful acts, failures to act, representations, misrepresentations or omissions of Payee or Dealer. The obligations of Dealer contained in this Section shall survive any termination of this Agreement.
- D. Dealer agrees and understands that Company shall not be responsible in any way for any office, field, or business expenses of the Dealer, or its employees, nor for any other expenses whatsoever, unless previously agreed to in writing by the Company.
- E. Dealer agrees and understands that Company shall not be responsible in any way for any acts of the Dealer or its employees, in tort or otherwise, it being understood that Dealer or its employees, including Payee, are not employees of the Company.
- F. Dealer agrees and understands that Dealer is responsible for notifying Company in writing of any change in Payee Commission amounts.

V. TERMINATION

This Agreement shall be effective on the date stated at the beginning of this Agreement and shall continue in force until terminated on one of the following conditions:

- A. The mutual agreement of the Company and the Dealer.

- B. Company may terminate if it determines that Dealer has failed to comply with any of the provisions of this Agreement.
- C. If any regulatory agency requires the termination of this Agreement, in which case termination shall be effective immediately.
- D. If the Payee defaults by failing to forward its prorated cancellations refund amounts, and Dealer fails to cure within 30 days, in which case termination shall be effective immediately at the discretion of Company.

VI. GENERAL PROVISIONS

- A. This Agreement is made in and shall be governed by and construed in accordance with the laws of the State of Missouri. The parties agree any litigation or concerning this Agreement or the business or transactions contemplated under this Agreement shall be received in a court of competent jurisdiction with venue in the State of Missouri, St. Louis County.
- B. All written notices required under this Agreement shall be deemed to be sufficiently given and effective if a copy thereof has been mailed by United States registered mail, return receipt requested, in an envelope properly stamped and addressed. Notice to the parties, directed to the attention of the signing representative, shall be sent to the following addresses or such other addresses either party may theretofore have furnished by written notice to the other party:

If to Company:

HeroProtects LLC
13801 Riverport Drive, Suite 100
Maryland Heights, MO 63043

If to Dealer:

- A. If any provision of this Agreement, or the application thereof to any entity or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, or the application thereof which can be given effect without the invalid provision, or application thereof, and to this end the parties agree that the provisions of this Agreement are and shall be severable.
- B. Company reserves the right to offset any amounts due Dealer under this Agreement against any amounts due from Dealer under this or any other Agreement(s) Dealer may have from time to time with Company or any of its subsidiaries or affiliates.
- C. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had all signed the same signature page.
- D. This Agreement constitutes the entire agreement between Company and Dealer with respect to the matters contained herein supersedes and replaces all prior Agreements or understanding (if any) between the parties.
- E. Dealer and Company shall comply with all privacy and data protection laws, rules and regulations which are or which may in the future be applicable. Without limiting the generality of the preceding sentence, Dealer and Company agree that any nonpublic

personal information obtained in connection with this Agreement shall be used only for those purposes contemplated by this Agreement and as otherwise permitted by law and each party shall implement and maintain an information security program designed to ensure the security and confidentiality of the information collected. The provisions contained in this Paragraph shall survive the termination or expiration of this Agreement.

- F. This Agreement may not be amended except by an agreement in writing signed by the parties hereto.
- G. This Agreement shall not be assigned by Dealer without the prior written consent of the Company.

IN WITNESS WHEREOF, the parties have hereunder executed this Overbill Agreement as of the Effective Date first stated at the beginning of the Agreement.

DEALER:

COMPANY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

PAYEE:

Print Name: _____