

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement"), effective the ____day of _____ 20__ is made by and between **Endurance Dealer Services, LLC.**, a Illinois corporation, ("EDS") and _____, an _____ d/b/a _____, ("Consultant").

WITNESSETH:

WHEREAS, EDS desires to utilize the expertise of Consultant in the solicitation and sale of vehicle service contracts and/or other EDS product offerings.

WHEREAS, Consultant wishes to provide consulting services for the sale of vehicle service contracts and/or other EDS product offerings.

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

- 1. Consultant. Consultant shall generate sales prospects and perform consultative work for EDS products being paid upon as set forth on Schedule A.
- 2. EDS. For the performance of these services, EDS shall be obligated to:

Compensate Consultant for new and used vehicle service contracts and/or other EDS product offerings as defined in Schedule "A" of this agreement. **(Compensation shall be defined as the amount due per vehicle service contract listed on Schedule "A", less pro-rata refunds for canceled contracts.)**

- 3. Monthly Business. Within thirty (30) days of the submission of the dealership's monthly business and payment thereof to EDS, EDS shall compensate Consultant, as defined herein.
- 4. Amendment. This Agreement may be amended, modified or supplemented only by an instrument in writing that has been executed by the party against whom enforcement of the amendment, modification or supplement is sought.
- 5. Termination and Notice. This Agreement may be terminated by either party by giving Thirty (30) days written notice by registered or certified mail, postage prepaid, to the parties at the following addresses or to such other addresses as the parties may designate in writing.

If to Endurance:
Endurance Dealer Services LLC

Attn: Compliance Department
400 Skokie Blvd. Suite 105
Northbrook, Illinois 60062

If to Consultant:

Upon termination, Consultant shall be responsible for refunding Consultant's share of compensation to EDS for cancellations.

- 6. Governing Law. This Agreement shall be interpreted, construed and governed by the laws of the State of Texas.
- 7. Assignment. The rights and duties created by this Agreement shall not be assigned or delegated by any party without the prior written consent of the other party hereto. Any assignment or delegation made without such prior written consent shall be null and void.

8. Binding Effect. This Agreement and the rights, interests and obligations hereunder shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns.

9. Waiver. No delay or omission by any party to this Agreement in the exercise or enforcement of any of its powers or rights hereunder shall constitute a waiver of such power or right. A waiver by any party to this Agreement must be in writing and signed by such party and shall not imply subsequent waiver of that or any other provision hereof.

10. Captions. The captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or any provision contained herein.

11. Entire Agreement. This Agreement and the schedule referred to herein contain the complete agreement among the parties with respect to the transactions contemplated hereby and supersede any and all prior agreements or understandings, whether oral or written, among the parties with respect to such transactions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first indicated above.

ENDURANCE DEALER SERVICES, LLC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Tax ID/SS No: _____

Date: _____

SCHEDULE "A"

TO THE CONSULTING AGREEMENT BETWEEN ENDURANCE DEALER SERVICES, LLC.

AND

(Consultant)



<u>Product</u>	<u>Dollar Amount</u>
VSC	\$_____.
5/1	\$_____.
GAP	\$_____.