

AGENT AGREEMENT

This Agreement is entered into by and between Professional Warranty Service Corporation, 4443 Brookfield Corporate Drive, Suite 300, Chantilly, Virginia 20151, hereinafter referred to as "PWSC" and _____, (address) _____, _____, _____, hereinafter referred to as "Agent."

RECITALS

WHEREAS, PWSC wishes to have the Agent participate in the distribution of the Warranty Global Group Residential Service Plan (the "Residential Service Plan"); and

WHEREAS, Agent possesses the necessary skills, experience, competency, and credentials to perform the required services.

NOW, THEREFORE, PWSC and Agent agree as follows:

TERM

The term of this Agreement shall commence on _____, 20__ and shall remain in force until cancelled by either party and may be canceled by either party as provided below.

COMPENSATION

PWSC shall pay Agent for services provided under this Agreement at a rate of _____ dollars (\$__.00) for each Residential Service Plan completed, presented, and accepted for participation in the program.

No payment shall be made unless and until PWSC verifies that all services for which payment is requested have been fully and satisfactorily performed. Approved payments shall be made within thirty (30) days following receipt by PWSC of payments from Warranty Global Group. Notwithstanding any other provision of this Agreement, the Agent will not receive a fee for an application wherein the completed application was submitted first by anyone other than the Agent.

OWNERSHIP

All reports, information, data, forms, and another materials produced by Agent under this Agreement shall be the sole and exclusive property of Warranty Global Group and PWSC. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Agent in the United States or in any other country without the express written consent of Warranty Global Group and PWSC.

Warranty Global Group and PWSC shall have unrestricted authority to publish, disclose, distribute and otherwise use, any such materials produced by Agent under this Agreement.

CONFIDENTIALITY

During the term of this Agreement and any subsequent extension, and for a period of two years thereafter, Agent will not disclose confidential information to others without the prior written consent of PWSC. "Confidential Information" shall mean information disclosed to Agent by PWSC, whether in written, tangible or verbal form, including, but not limited to, business, financial, sales, marketing and technical information. An exception is made for any information that is or becomes a port of the public domain.

OTHER EMPLOYMENT

During the term of this Agreement, Agent may be engaged by one or more other companies for his/her expertise. Agent represents that he/she is not and will not become a party to any agreement which conflicts with his duties under this Agreement. Agent will use best efforts to segregate the services provided under this Agreement from work at other companies so as to minimize any questions of disclosure or ownership of rights under inventions or confidential information. Agent will not disclose to PWSC any inventions, trade secrets, or other information of third parties that Agent does not have the right to disclose.

TERMINATION

This Agreement may be terminated upon with sixty (60) days written notice by either party to this Agreement. Such termination shall not be deemed to be a breach of this Agreement, nor shall it be deemed to be tortious conduct.

INDEPENDENT CONTRACTOR

Agent is, for all purposes arising under this Agreement, an independent contractor. No officer, agent or employee of Agent or PWSC shall be deemed an officer, agent or employee of the other party. Neither Agent nor PWSC, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

ASSIGNMENT

Neither Agent nor PWSC may assign or transfer any interest in this Agreement without the prior written consent of the other party.

INDEMNIFICATION

Agent agrees to defend, indemnify, and save free and harmless PWSC, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of Agent, its officers, agents, or employees.

PWSC agrees to defend, indemnify, and save free and harmless Agent, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgments or liens arising from, or alleged to have arisen from, the intentional or negligent acts or omissions of PWSC, its officers, agents, or employees.

ENTIRE AGREEMENT

This Agreement is the entire agreement of the parties relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings, and agreements of the parties relating to the subject matter hereof. It may be amended only by an agreement in writing, signed by both parties.

NOTICES

Any notice permitted or required under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or certified mail to the following persons and at the following addresses:

Agent:

FED ID#/SSN# _____

PWSC:

Terence Cooke
Senior Vice President and
General Counsel
Professional Warranty Service Corp.
4443 Brookfield Corporate Drive
Suite 300
Chantilly, VA 20151

This Agreement is signed below by the duly authorized representatives of the parties.

Agent

Professional Warranty Service Corporation

By: _____
(signature)

By: _____
(signature)

Title: _____

Title: _____

Date: _____

Date: _____