

# AGENT AGREEMENT

This Agreement is entered into on \_\_\_\_\_ (date), by and between OIL4Charity, LLC dba Eoilchange.com hereinafter referred to as "Eoil", and \_\_\_\_\_ (Agent Name) located at \_\_\_\_\_ (Agent Address), hereinafter referred to as "Agent", collectively referred to as "the Parties" with reference to the following facts.

WHEREAS, Eoil has developed and owns proprietary web based software and databases that facilitate the process of selling and distributing prepaid oil change coupons and related services, hereinafter referred to as "Coupons", and

WHEREAS, Agent is an independent contractor in the business of representing various products and services to automobile dealers and independent agents, and

WHEREAS, Eoil has granted Agent the right to solicit automobile dealers for use of the Coupons offered by Eoil; and

WHEREAS, Eoil and Agent are entering into this Agreement for the purpose of authorizing Agent to market Coupons to automobile dealers and to its Independent Agents within the territory and under the terms outlined herein.

Now, therefore, in consideration of the promises and mutual covenants herein contained and for good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Authority.** Eoil hereby grants the authority to Agent on behalf of Eoil to sell the Coupons within the territory as outlined herein and on Exhibit A attached hereto and incorporated herein by this reference.

2. **Term.** This Agreement shall become effective upon full execution by the Parties, and, unless terminated earlier as outlined herein, shall remain in continuous force and effect for a period of one (1) year. Upon expiration of the initial one-year term, this Agreement shall automatically renew for successive periods of one (1) year each thereafter, unless either party gives written notice of termination to the other party in accordance to the terms hereof.

3. **Independent Contractor.** The Parties agree that the Agent is an independent contractor, and not an employee, joint venture, or partner of Eoil for any purpose whatsoever. Agent is not authorized to have rights or power to act for, bind or incur any obligations on behalf of Eoil, except as expressly set forth herein. Agent agrees to be responsible for and pay when due any and all expenses, costs, payroll, state and federal taxes, disability, unemployment and other insurance, including workers compensation, permits and licenses of any nature whatsoever, for its own business and for its employees.

## 4. Duties

Agent. Agent agrees that a well performing automobile dealership (as measured and defined by Eoil) enrolls (sells) at least 250 Coupons per month. Furthermore, Agent agrees to devote sufficient time and attention to the business of Eoil to achieve this desired performance measure and to represent Eoil and Coupons in a professional manner. Agent agrees to identify, contract, train and manage sales relationships with Employee Agents and Independent Agents as it sees fit in the assigned territory to maximize sales of Coupons.

Agent will ensure that Employee Agents and Independent Agents will visit the automobile dealership as often as reasonably necessary to assure a continued or steady increase in volume of business. Agent will ensure that Employee Agents and Independent Agents agree to provide continuing maintenance and

servicing to the automobile dealerships that are procured by agents for utilizing Coupons.

In addition, Agent will ensure that Employee Agents and Independent Agents agree to:

- A. Promptly report and process new business from automobile dealerships.
- B. Promptly submit all appropriate documents to Agent for forwarding to Eoil concerning the installation of a new automobile dealership.
- C. Provide instructions, training and service to automobile dealership's personnel as required by Eoil and Agent under the program guidelines.
- D. Provide instructions, training and service to automobile dealers concerning proper use of Coupons and payment for invoices.
- E. Cooperate with Eoil in carrying out necessary actions to market, service, invoice and collect from automobile dealerships for Coupons.
- F. Administrate user login profiles and other information as necessary to properly utilize Coupons in accordance with Eoil guidelines.

Eoil. Eoil agrees to train Agent on the procedures necessary for the sale and use of Coupons to the automobile dealerships. Eoil will provide Agent with all of the related sales material, literature, procedures, information, technical support, reporting, systems and training materials necessary to carry out this Agreement. Eoil will provide Agent with administrative access to programs and reporting necessary to carry out this agreement. Eoil will provide Agent with ongoing maintenance, upgrades and technical support required to provide the Coupons necessary to carry out this agreement.

**5. Compensation.** Eoil agrees to compensate Agent under the term(s) and conditions as outlined in Exhibit A. The compensation paid to the Parties shall constitute the sole compensation for Eoil and Agent for services performed, including all expenses incurred by the Parties in the performance of its duties as outlined hereunder. Eoil agrees to provide dealer invoicing, collections and general administrative services necessary to carry out this agreement.

**6. Confidential Information.** Neither party will use the other's Confidential Information for purposes other than those necessary to further the purposes of this Agreement. Neither party will disclose to third Persons the other's Confidential Information without the prior written consent of the other party. Should either party be required under applicable law, rule or regulation, or pursuant to the order of any court or governmental entity of legal process of any governmental entity of competent jurisdiction to disclose Confidential Information of the disclosing party in the receiving party's possession, custody or control, the receiving party shall use commercially reasonable efforts to: (i) promptly notify the disclosing party; (ii) limit such disclosure to the extent practicable; and (iii) make such disclosure only to the extent so required. The parties' obligations under this Section shall survive the termination of this Agreement.

As used herein, "Confidential Information" means any business, marketing, sales, financial or technical information, including, without limitation, any information relating to the present and future business operations or financial condition, and all other information of any kind which may reasonably be deemed confidential or proprietary, disclosed by one party to the other pursuant to this Agreement. Notwithstanding the above, "Confidential Information" does not include information that (i) is or becomes generally known or available by publication, commercial use, or otherwise through no fault of the receiving party; (ii) was known by the receiving party at the time of disclosure by the disclosing party as evidenced by competent written proof; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) is lawfully obtained from a third Person who has the right to make such disclosure.

**7. Trademarks.** The Parties acknowledge that the Eoil and Agent are the owners of certain trade names and trademarks. Eoil grants to Agent limited use of the trade name and trademark for the sole purpose of marketing Coupons.

Each Party acknowledges the other Party's right, title and interest in and to their respective trademarks and trade names, and will not at any time do or cause to be done any act or thing to contest or impair such right, title or interest. Agent will not in any manner represent that it has any ownership interest in the trademarks or trade names or registrations of Eoil, and Agent acknowledges that the use of the trademarks and trade names will not create any right, title or interest in Agent's favor to the trademarks and trade names, and that all Agent's use of the trademarks is solely for Eoil's benefit. Eoil will not in any manner represent that it has any ownership interest in the trademarks or trade names or registrations of Agent, and Eoil acknowledges that the use of the trademarks and trade names will not create any right, title or interest in Eoil's favor to the trademarks and trade names, and that all Eoil's use of the trademarks is solely for Agent's benefit.

## 8. Indemnification.

- A. Agent agrees to maintain a policy of insurance in the minimum amount of \$1,000,000 to cover any negligent act or omissions committed by Agent or its employees during the performance of any duties under this Agreement.

Agent agrees to hold Eoil harmless from all claims due or demands, including fees, charges, damages and expenses incurred, resulting from actions, errors or omissions of the Agent or its employees, associates, agents, or subagents as a result of any breach of this Agreement, any misrepresentation, negligent act or omission, unethical business conduct, or failure to comply with any laws or regulations. Agent will also supply all workers compensation insurance for its employees and agrees to hold harmless and indemnify Eoil for any and all claims arising out of any injury, disability or death of any of Agent's employees.

- B. Eoil agrees to maintain a policy of insurance in the minimum amount of \$1,000,000 to cover any negligent act or omissions committed by Eoil or its employees during the performance of any duties under this Agreement.

Eoil agrees to hold Agent harmless from all claims due or demands, including fees, charges, damages and expenses incurred, resulting from actions, errors or omissions of Eoil or its employees, associates, agents, or subagents as a result of any breach of this Agreement, any misrepresentation, negligent act or omission, unethical business conduct, United States patent, copy or trademark infringement, or failure to comply with any laws or regulations. Eoil will also supply all workers compensation insurance for its employees and agrees to hold harmless and indemnify Agent for any and all claims arising out of any injury, disability or death of any of Eoil's employees or agents.

**9. Licensing.** Agent agrees to maintain all necessary licenses and permits for its organization and its personnel to conduct Agent's business and to fully comply with all local, state and federal laws and regulations within territory.

**10. Termination.** Either party may terminate this Agreement without cause by providing the other party ninety (90) days written notice as defined herein.

At any time during the term(s) hereof, this Agreement may be terminated immediately for cause as follows:

- A. If either Party has materially breached this Agreement, or any part hereof.
- B. If either Party files a voluntary petition of bankruptcy or makes an assignment for the benefit of creditors.
- C. If anyone files a petition to have either Party declared bankrupt and it is not vacated within thirty (30) days; or if a receiver or trustee is appointed for either Party and the appointment is not vacated within thirty (30) days.

- D. If either Party commits any act, fraud, misrepresentation or dishonesty or intentional omission of material facts relevant to other Party's company, employees or customers.
- E. In the event that this Agreement terminates for any reason as outlined above, the Parties agree to return all materials provided by the providing party, as well as all confidential, proprietary and trade secret information.

In the event that this agreement is terminated by Eoil without cause, Eoil agrees to pay Agent the commissions as outlined herein for a period of two (2) years following termination, less a service fee representing the amount Eoil pays to service dealership clients in the event that Agent is unable to service clients to Eoil's standards and guidelines, as determined solely by Eoil during the two (2) year period.

Paragraphs 5, 6, 7, 8, 10 and 12, and Eoil and Agent's obligation there under, shall remain in effect beyond the term(s) of this Agreement, survive termination and shall be binding on Eoil and Agent's assigns, heirs, executors, administrators, and other legal representatives.

**11. Agreement.** This Agreement constitutes the entire and complete agreement between the Parties and supersedes all previously written or oral communication or agreements between the Parties and their predecessors or assigns. This Agreement may be amended, modified, or supplemented only by a writing executed by both Parties.

Agent agrees that all employees, associates, agents and subagents involved with the execution of this Agreement shall be bound by this Agreement.

**12. Arbitration.** The Parties agree that any dispute (except those described in Paragraph 12.A below) arising out of this Agreement shall be submitted to binding arbitration, pursuant to the laws of the State of California, to be handled by a private resolution company such as ARC or ADR. The Parties shall equally share the cost of the arbitrator's fees. In addition to any of the damages which the prevailing party is otherwise entitled to recover in such action or proceeding, the prevailing party shall also be entitled to recover from the other party all expenses, including reasonable attorney fees based upon actual attorney time spent at the attorney's then-prevailing hourly rate and all out-of-pocket expenses and costs incurred in connection with such arbitration and any other legal actions or proceedings arising out of this Agreement.

- A. In addition to all of the legal and equitable remedies, Eoil and Agent agree that in the event of an actual or threatened breach of any of the confidentiality or non-compete provisions of this Agreement, then Eoil and Agent shall have the right to apply to a court of competent jurisdiction for remedy, including but not limited to the issuance of an ex parte injunction. Agent and Eoil specifically waive notice of any such application and consents to the issuance of any such injunctive order upon a proper and verified showing by Eoil or Agent.

**13. Assignment.** This Agreement shall be binding upon the Parties, their heirs, successors, legal representatives, executors, administrators, personal representatives, and permitted assigns. Agent may not assign this Agreement or any benefits or interest hereunder without the prior written consent of Eoil.

**14. Governing Law.** Construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of California.

**15. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then only the portion of that provision held invalid, void or unenforceable shall be stricken, and the remaining provisions shall, nevertheless, continue in full force and effect without being invalidated in any way.

**16. Headings.** The headings used herein are for convenience of the Parties only and shall not be used to

define, enlarge, or limit any term of this Agreement.

17. **Waiver.** No waiver of any of the provisions of this Agreement shall constitute a continuing waiver or a waiver of any other provision. No waiver shall be binding, unless executed in writing by the Party making such waiver.

18. **Notices.** All notices under this Agreement shall be sent by certified mail, return receipt requested, to the following addresses:

**To Eoil:** Jeremy A. Glassco  
Oil4Charity, LLC dba Eoilchange.com.  
6665 East Greens Drive  
Nampa, ID 83687

**To Agent:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It shall be the responsibility of each party to provide written notification to the other of any changes in address throughout the term hereof.

IN WITNESS WHEREOF, the Parties agree to the terms hereof and have executed this Agreement on the date first above written.

Oil4Charity, LLC dba Eoilchange.com. - **Eoil**

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

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_ – **AGENT**

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

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## EXHIBIT A

Pursuant to the terms and conditions of the Agent Agreement between Oil4Charity, LLC dba Eoilchange.com., hereinafter referred to as "Eoil", and \_\_\_\_\_ (Agent Name), hereinafter referred to as "Agent", this Exhibit A shall be incorporated into the Master Agent Agreement as follows:

### 1. Products & Territory

The Products & Territory covered under the Agent Agreement shall primarily include:

Product: *Eoil "Coupons"*  
Territory: *North America*

### 2. Exclusivity.

Agent does not have an exclusivity, but for the following exception;

The Agent will receive temporary exclusivity for a specific automobile dealer for a period of 21 days commencing from the date of giving an Eoil presentation to the said automobile dealer. This temporary exclusivity granted to the Agent by Eoil, is only in effect when these three (3) pre-conditions have been met by Agent prior to presentation date:

- A. Agent informs Eoil of the scheduled Eoil presentation
- B. Agent informs Eoil of all relevant automobile dealer contact information required by Eoil to create an online demo profile and assign demo member cards (48 hour notice required)
- C. Agent create at least one demo customer/coupon during the Eoil presentation using the automobile dealer online demo profile

### 3. Pricing\*\* *\*\*Any change in standard pricing requires approval of a principal of Eoil.*

Throughout the term of this Agreement and for any extensions hereof the standard pricing is as follows:

- A. \$950 one time install fee per automobile dealer location  
*\*This install fee is paid back to the automobile dealer in 10 equal payments as long as they remain an active account.*
- B. \$10 fee per coupon enrollment (billing capped at a quantity of 250 per month)
- C. The purchase amount for coupons purchased by credit card as a direct result of marketing efforts executed by automobile dealer will be rebated to automobile dealer.  
*\*Less a credit card transaction fee calculated at current rates.*

### 4. Compensation Payment Plan

Throughout the term of this Agreement and for any extensions hereof Agent shall receive:

- A. For the Agent's automobile dealer clients, Agent receives 40% compensation of all \$10 coupon enrollment fees collected.
- B. For the Agent's automobile dealer clients enrolling at least 250 coupons per month, Agent receives 40% compensation of all revenue collected from the sale of coupons sold online (generated in their automobile dealer's www.eoilchange.com profile) as a direct result of marketing efforts executed by eOilChange.com, its agents or distributors.
- B. For the Agent's automobile dealer clients enrolling less than 250 coupons per month, Agent receives 20% compensation of all revenue collected from the sale of coupons sold online (generated in their automobile dealer's www.eoilchange.com profile) as a direct result of marketing efforts executed by eOilChange.com, its agents or distributors.

### 5. Payment.

Throughout the term of this Agreement and any extensions hereof, Eoil will invoice automobile dealers and remit compensation to Agent by the 15<sup>th</sup> of every month following receipt of payment from automobile dealer.