



Independent Agency – Check List

- 1. Executed Agency Marketing Agreement**
- 2. Customer Specimen copies of policies that will be financed using the ZERO Plan. (If we are unfamiliar with a product then a CLP may be requested). Vehicle Manufacturer (e.g. Honda Care) policies and policies listed on the Approved Product List do not need to be sent.**
- 3. Agency Information Form filled out completely.**

Please email to sales@universallenders.net or Fax to 773-889-4508 when complete

Mail To: 1011 Lake Street Suite 303 Oak Park IL 60301



Agency Information

_____		DBA	_____
Corporate Name			Advertised or Assumed Name
_____	_____	_____	_____
Street Address	Suite Number		City
_____	_____	_____	_____
State	Zip Code	Main Phone	Fax
_____	_____	_____	_____
_____	_____	_____	_____
Corp Type	Date Organized	FEIN/Tax ID #	Website Address

Officers(Pres, VP, Sec Partner), Members, Senior Management (CFO,CEO COO)

Title	Name	Email Address	Cell Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Agents - Sub Agents - Associates

Title	Name	Email Address	Cell Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Important Contacts:	Name	Email Address
Office Manager:	_____	_____
Send Commission Checks to:	_____	_____

Agency Products

Provider/Administrator	Product
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date Completed _____ Completed By _____

MARKETING AGREEMENT

This MARKETING AGREEMENT (“Agreement”), effective this _____ day of _____, 20__ is made by and between **Universal Lenders LLC**, an Illinois Limited Liability Company (hereinafter “Universal”), and _____ an _____
() LLC () Corporation, () Partnership or () Sole Proprietorship (hereinafter ”AGT”).

Whereas, Universal is a premium finance company and servicing company; and has developed certain business procedures, practices and documentation in connection with its business of purchasing and servicing notes (hereinafter “Contracts”) between retailers and their customers that finance the purchase of extended service contracts and other after-market protection products or other services (hereinafter “Protection Products”).

Whereas, AGT is engaged as an Independent Agent of Protection Products to its clients(hereinafter “Retailer”) and desires to promote Universal in conjunction with AGT’s marketing its Protection Products , and Universal desires to retain AGT to assist in promoting and marketing Universal’s ZERO Plan® as a finance and loan servicing program (hereinafter “Program”) in conjunction with AGT’s own advertising and marketing efforts.

Whereas, in the course of providing such services, AGT will have access to certain private, confidential, or otherwise privileged information concerning Universal’s business, processes, practices, systems and documents (hereinafter “Confidential Information”); and

Whereas, the parties have agreed to the term, payment, non-disclosure, confidentiality and other provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. MARKETING REPOSIBILITIES

During the term hereof, AGT shall have a non-exclusive right to promote and to offer Universal’s Program.

A. As part of the foregoing, AGT will solicit each Retailer not already enrolled in Universal’s Program to enroll in Universal’s Program and to assign to Universal each Contract originated by Retailer and its customer for the financing or loan servicing of such Customer’s purchase of a Protection Product. Nothing in this Agreement, however, shall prohibit AGT from promoting or offering any other person’s or entity’s financial products or services to finance the purchase of Protection Products administered by AGT

B. AGT acknowledges that in order for Universal to approve a Protection Product for the ZERO Plan® program (i) each Protection Product will contain terms which grant to the customer the right to terminate the Protection Product prior to its expiration, (ii) as the lien holder it is a requirement that the Administrator terminate the Protection Product at the request of Universal in the event of a customer’s default under the Contract, (iii) in the event of a cancellation of the Protection Product any pro rated refund check issued by the Administrator or Retailer shall be made payable to Universal or its loan servicing client as the lien holder, (iv) the calculation used by the

Retailer to determine the pro rated refund be based on elapsed time and not elapsed mileage and (v) the calculation used by the Retailer to determine the pro rated refund will not subtract any of the consumer's paid or pending claims made the Protection Product's term.

C. AGT acknowledges that Universal has ongoing marketing agreements with certain Protection Product Administrators and Marketers. Attached as Exhibit A is a list of Administrators and Marketers with whom Universal has current, ongoing marketing agreements. Exhibit A will be updated from time to time to reflect current agreements that may be in place. The updated and most current Exhibit A may be accessed by AGT on Universal's website . AGT acknowledges that any Contracts presented for purchase to Universal for financing of Protection Products administered by any entity listed in Exhibit A will not pay a commission to the AGT as defined in Section 2 below.

D. AGT will receive a monthly commission production report listing the Contracts purchased and the Contracts presented for servicing during the past month from AGT's Retailers. It will be the AGT's express responsibility and obligation to confirm with each Protection Product Administrator whose product was financed or serviced by Universal and whose product appears on the report that the policy was paid for by the Retailer and received by the Administrator and that Universal or their servicing client was recorded as the Lien Holder. In the event AGT cannot confirm the aforementioned information then AGT will contact Universal immediately.

2. COMMISSION

AGT will be eligible to receive commission as defined below provided (i) AGT has enrolled the Retailer in Universal's Program, (ii) the Retailer is presenting Contracts to Universal for purchase(at least one every 4 months) or servicing and (iii) AGT provides customer service reasonably requested by Universal to the Retailer.

For each Contract assigned by AGT's Retailers and purchased by Universal subject to the provisions of 1C above, Universal will pay a commission to AGT in an amount equal to 1.0% of the Amount Financed of each eligible product, as designated in each such Contract.

Commissions will be paid by Universal once each calendar month, on or before the fifteenth (15th) day of the month, for Contracts purchased in the previous month. Commissions paid to AGT by Universal for Contracts purchased by Universal shall be fully refundable for 60 days after the check date. After 60 days the commission is fully earned and non- refundable.

Included with each commission check will be a commission report listing the Contracts received during the month with the necessary information to audit the commission amount and to perform the confirmation described in section 1D above.

Should a Contract be purchased by Universal that finances multiple Protection Products on one Contract of which at least one of the products is administered by an entity listed on Exhibit A of this agreement then AGT acknowledges that no commission or no partial commission will be paid to the AGT.

Universal may change the rate or amount of commission paid to AGT at any time provided thirty day written notice is tendered by Universal to AGT prior to the change taking place.

3. CONFIDENTIALITY

During the term of this Agreement, unless otherwise required by written order issued by a competent court of law or by other administrative or judicial process, the Parties shall retain in confidence and not disclose or otherwise utilize any Confidential Information which has been received from the disclosing Party or which otherwise during the term of this Agreement may be acquired by or which may become known to each Party concerning the Parties and their businesses.

The obligations and duties of the Parties with respect to Confidential Information shall not apply to Confidential Information that: (i) is developed by a Party independently, without reference to any Confidential Information of the other Party; (ii) is obtained from a third party authorized to disclose it; (iii) becomes a part of the public domain without the fault of the Party obtaining the Confidential Information; or (iv) is released by the Party owning said Confidential Information to third parties without restrictions. Upon demand, the receiving Party shall destroy or return any Confidential Information received from the disclosing Party. This paragraph shall survive the termination of this Agreement.

4. INDEMNIFICATION AND DAMAGES

A. AGT agrees to defend, indemnify and save Universal and its shareholders, officers, directors, employees, representatives and assigns harmless from any and all claims, demands, expenses, causes of action, losses or damages of whatsoever kind or nature, including punitive or exemplary damages, and all attorney's fees and costs of defense, arising directly or indirectly, from any act, error or omission, whether intentional or unintentional, by AGT or its shareholders, directors, officers, employees, agents, or representatives, which relate to or arise out of this Agreement or the Protection Products.

B. Universal agrees to defend, indemnify and save AGT and its respective shareholders, officers, directors, employees, representatives and assigns harmless from any and all claims, demands, expenses, causes of action, losses or damages of whatsoever kind or nature, including punitive or exemplary damages, and all attorney's fees and costs of defense, arising directly or indirectly, from any act, error or omission, whether intentional or unintentional, by Universal or its shareholders, directors, officers, employees, agents or representatives, which relate to or arise out of this Agreement or the Contracts.

C. The indemnifying party shall fulfill its duty of defense with counsel reasonably acceptable to the indemnified party. The indemnifying party shall not settle any action without the consent of the indemnified party, which consent shall not be unreasonably withheld. In the event the indemnifying party fails to assume the defense of the indemnified party, then the indemnified party may proceed to defend with counsel of its own choosing, and reasonably defend or settle said action, all judgment or settlement amounts and costs thereof to be borne by the indemnifying party.

D. In the event AGT breaches any of the provisions of this Agreement and such breach causes damage to Universal, AGT shall pay the full amount of Universal's damages including reasonable attorney's fees and costs related to the damages or the collection of damages from AGT.

5. PRIVACY OF CONSUMER INFORMATION

In performing obligations pursuant to this Agreement, the Parties acknowledge that they may have access to, disclose and receive disclosure of, certain consumer information. The parties represent, warrant and agree that all such consumer information shall be kept, maintained and disclosed only in accordance with state and federal privacy laws, including but not limited to, the Gramm – Leach – Bliley Act.

6. TERMINATION OF AGREEMENT

A. This Agreement may be terminated at any time by written mutual consent of the parties.

B. This Agreement may be terminated without cause at any time upon thirty (30) days prior written notice.

C. This Agreement may be terminated immediately by any Party upon written notice as follows:

(i) For Cause. "Cause" is defined as a material breach of this Agreement, including but not limited to, AGT failing to communicate to Universal information as defined in Section paragraph D above.

(ii) If any insurance, license or regulatory approval necessary to fulfill the duties and obligations under this Agreement has not been obtained, is not in force, expires, or is suspended, canceled, terminated, or revoked.

(ii) For fraud or misrepresentation.

D. This Agreement shall terminate automatically, without prior notice, if either Universal or AGT ceases to do business, becomes insolvent, is unable to pay debts as they mature, makes an assignment for the benefit of creditors, or enters into bankruptcy, receivership, liquidation, or other similar proceedings. The date of occurrence of any of these events shall become the termination date of this Agreement.

E. No expiration or early termination of this Agreement, as provided herein or otherwise, shall in any way serve or be construed to relieve AGT of all or any portion of any of its obligations under this Agreement which have accrued prior to the effective date of such termination, and all such obligations shall survive any such expiration or early termination.

7. SUCCESSORS; BINDING AGREEMENT; ASSIGNMENT

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and to any successor of Universal or AGT, including without limitation, any corporation or corporations acquiring directly or indirectly all or a substantial portion of the business or assets of Universal or AGT, whether by merger, restructuring, reorganization, consolidation, division, sale or otherwise. No Party may assign this Agreement, or any of its rights or obligation under this Agreement, without the prior written consent of the other Party.

8. NOTICE

All notices required to be given hereunder must be in writing and personally delivered or sent by certified mail, return receipt requested, and shall be deemed to have been duly given: (i) on the date the notice is personally delivered by hand or by overnight courier; or (ii) on the date of receipt if notice is given by certified mail, return receipt requested, postage prepaid. Notices shall be given as follows:

If to Universal: Mr. Jeff Jacobs
 Universal Lenders, Inc.
 P.O. Box 4179
 Oak Park, IL 60301

or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt. Notices to AGT shall be sent to the address shown on the signature page of this agreement.

9. REPRESENTATIONS AND WARRANTIES

Each party, only on its own behalf, represents and warrants to the other that (a) it is fully authorized and empowered to enter into this Agreement; (b) the execution of this Agreement and the performance of its obligations under this Agreement will not violate or result in a breach of the terms of any material agreement to which it is bound; (c) no approval by any governmental authority or body is required for it to enter into this Agreement; (d) this Agreement is valid, binding and enforceable against it in accordance with its terms, except to the extent affected or limited by applicable bankruptcy laws or other statutes governing the right of creditors generally and any regulations or interpretations thereof; and (e) the undersigned has full power and authority to sign and deliver this Agreement and thereby bind it hereto.

10. AGREEMENT INTERPRETATION

This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter herein, and supersedes any and all negotiations or understandings, written or oral, among the Parties as to its subject matter

11. MODIFICATION

The provisions of this Agreement may not be modified, waived or discharged unless such wavier, modification or discharge is in writing and signed by the parties hereto.

12. WAIVER

No waiver by a Party of any breach by the other Party, or compliance with any condition or provision of this Agreement to be performed by such other Party, shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either Party which are not set forth expressly in this Agreement.

13. GOVERNING LAW

The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Illinois without giving effect to its conflict of laws principles.

14. VENUE AND JURISDICTION

This Agreement has been made, executed and delivered in Cook County, Illinois. In the event that any Party hereto commences any suit or other legal or administrative proceeding to enforce any of the terms or conditions of this Agreement, the Parties hereby consent to venue and subject matter jurisdiction in the Circuit Court of Cook County, Illinois, First District at Chicago. Both Parties hereby agree to waive any defense based on alleged lack of personal jurisdiction, improper venue and inconvenient forum. Each Party hereby waives the right to trial by jury.

15. SEVERABILITY

Any provision(s) of this Agreement deemed invalid or unenforceable shall be deemed severable so that the invalidity or inability to enforce any such provision or provisions of this Agreement shall not affect the validity or ability to enforce any other provision or provisions of this Agreement, which shall remain in full force and effect.

16. INDEPENDENT CONTRACTORS

Nothing in this Agreement shall be construed to constitute one Party as the partner, employee, or agent of the other, it being intended that each such Party is an independent contractor responsible for its own actions.

IN WITNESS WHEREOF, the Parties have signed and delivered this Agreement on the date and the year first written above.

UNIVERSAL LENDERS, LLC

By: _____
Jeffrey A. Jacobs,
Its Manager

By: _____

Title _____

Printed Name _____

Address _____

Exhibit A – Universal Lenders LLC Marketing Agreement

1. Protective and all of their commonly owned businesses.
2. Diamond Warranty
3. ProGuard Warranty
4. SouthwestRe and all their commonly owned businesses.
5. American Guardian Warranty Services
6. Alpha Warranty Company
7. Find It Now USA LLC
8. Penn Warranty Corp
9. GWC Warranty
10. Cornerstone Dealer Services, Inc.
11. Home Care Plus
12. Western Service Contract Corp
13. United States Warranty Corp