



## ENROLLMENT PROFILE

PLEASE COMPLETE THIS FORM IN ITS ENTIRETY. ALL INFORMATION REQUESTED IS REQUIRED

DEALERSHIP INFORMATION			
Legal Name			
Doing Business As			
Physical Address			
City	State	ZIP Code	<b>EIN</b>
Main Phone	Main Fax	Website	

DEALERSHIP PRODUCT CONTACT INFORMATION			
BELOW CONTACTS WILL BE ISSUED ACCOUNT CREDENTIALS FOR FDS PRODUCT LINE			
First	Last	Title	Email
First	Last	Title	Email
First	Last	Title	Email

## CHECKLIST

### INDEPENDENT DEALER

- Independent Master Dealer Agreement Amendment
- AmTrust Seller Agreement
- W9

### FRANCHISE DEALER

- Franchise Master Dealer Agreement Amendment
- AmTrust Seller Agreement
- W9

#### Flagship Credit Acceptance Use Only

ASM/ISM: \_\_\_\_\_ Date Recvd: \_\_\_\_\_ Recvd by: \_\_\_\_\_

## AMENDMENT TO MASTER DEALER AGREEMENT

This Amendment to Master Dealer Agreement ("**Amendment**"), effective as of February \_\_\_\_, 2018 (the "**Effective Date**"), amends the Master Dealer Agreement entered into by and between Flagship Credit Acceptance LLC ("**Flagship**") and the undersigned Dealer, on or about \_\_\_\_\_ ("**Agreement**"). All capitalized terms not defined herein shall have the same meaning set forth in the Agreement.

WHEREAS, Flagship offers certain ancillary products to authorized dealerships to sell to retail buyers (the "Program"); and Dealer desires to participate in such Program.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

### 1. **The Program.**

- a. Flagship offers Guaranteed Asset Protection, Vehicle Service Contract and Involuntary Unemployment Protection products (individually or collectively referred to herein as "**Ancillary Product(s)**") to participating dealers to sell to retail buyers.
- b. The cost to Dealer for each Ancillary Product is set forth in a fee schedule distributed by Flagship which may be amended from time to time at Flagship's sole discretion upon reasonable notice to Dealer ("**Fee**").
- c. Dealer may sell Ancillary Products to consumers who purchase motor vehicles from Dealer (individually a "**Buyer**") and who finance such vehicles in retail installment contracts assigned to Flagship. The retail price to Buyer may not exceed the rates set and distributed by Flagship, which may be amended from time to time at Flagship's sole discretion upon reasonable notice to Dealer. Additionally, the retail price to Buyer may not exceed applicable statutory or regulatory limits or Flagship's advance policy.
- d. For each Ancillary Product sold by Dealer per the above paragraph, Flagship will deduct the Fee for such Ancillary Product from the funding proceeds to Dealer and remit such Fee to the appropriate Ancillary Product administrator.
- e. Flagship may terminate or modify all or a part of the Program at its sole discretion upon reasonable notice to Dealer.

### 2. **Dealer Responsibilities.**

- a. Dealer is and throughout the term of this Agreement will remain duly authorized and properly licensed under all applicable laws to transact business as presently conducted and to be conducted, and to perform the transactions contemplated under this Agreement.
- b. Dealer shall comply with any and all applicable federal, state, and local laws and regulations, including but not limited to, insurance and licensing laws related to the sale and marketing of Ancillary Products and related operations. Dealer shall also comply with all marketing guidelines of the Ancillary Product administrator.
- c. Dealer shall also comply with all marketing guidelines of the Ancillary Product administrator, including without limitation, not selling or promoting Involuntary Unemployment Protection online or through any other electronic medium.
- d. Dealer shall complete any and all required Dealer set up requirements established by the Ancillary Product administrator prior to offering or selling Ancillary Products.
- e. Dealer represents and warrants that it will not, directly or indirectly, make any misrepresentation to a consumer regarding: (a) the nature, status, or coverage of an Ancillary Product; (b) the extent of Dealer's relationship with the consumer or its role with

respect to the Ancillary Product; (c) the identity of the Ancillary Product administrator or obligor of the Ancillary Product; or (d) the status of the manufacturer's warranty. Dealer shall provide accurate coverage, cancellation and price-related information to consumers. Dealer shall comply with the cancellation and refund provisions, and all other provisions of the Ancillary Product.

- f. Dealer shall not: (a) alter, waive, modify or discharge any of the terms and conditions of any Ancillary Product or other agreement offered by an Ancillary Product administrator; or (b) alter, waive or modify any policies, procedures, rules or criteria established by Flagship or an Ancillary Product administrator.
  - g. Dealer shall obtain Flagship's approval prior to using any marketing materials that promote Ancillary Products that were not provided directly to Dealer by Flagship or the Ancillary Product administrator.
  - h. Pre-existing conditions are not eligible for coverage under Vehicle Service Contract. In the event Dealer sells a Vehicle Service Contract on an ineligible vehicle, fails to comply with eligibility guidelines established by the Ancillary Product administrator, and/or misrepresents the limitations of the Vehicle Service Contract, Dealer shall be responsible for paying any claims arising out of such failure(s) which are not eligible for reimbursement under the Vehicle Service Contract.
  - i. Coverage will not apply to a vehicle which has been altered or customized, nor will coverage apply to a component that is not operating properly at the time of the Vehicle Service Contract and vehicle purchase, therefore, Dealer shall fully inspect, prior to Buyer delivery, any vehicle considered for a Vehicle Service Contract for any mechanical malfunctions, undesirable conditions and roadworthiness; correct or repair the same prior to selling the vehicle and completing an Vehicle Service Contract application; and assume responsibility for any mechanical defects found to be evident at the time of sale.
  - j. In the event the Ancillary Product administrator declines to accept an Ancillary Product application and/or declines to issue a contract for such Ancillary Product, Dealer shall refund its share of the purchase price for said contract to Flagship.
  - k. To ensure compliance with this section, Dealer will maintain written policies and procedures, and periodically train and monitor its employees, agents, and subcontractors, of the legal and contractual requirements and restrictions governing Dealer's activities.
3. **Term & Termination.** This Amendment shall commence as of the Effective Date. Either party may terminate this Amendment for any reason and without penalty with thirty (30) days written notice. Either party may terminate this Amendment in the event of fraud on behalf of the other party, in connection with its performance under this Amendment, by providing written notice to the defaulting or fraudulent party; such termination shall be effective upon receipt of written notice by the other party. Termination of this Amendment shall not alter the parties' responsibilities with respect to Ancillary Products issued and paid for prior to the date of termination, and the handling of refunds and any other payment obligation set forth herein. In the event this Amendment is terminated for any reason, and upon Flagship's request, Dealer shall promptly return to Flagship all documents and any other forms or materials, including marketing materials that are in the possession or control of Dealer, or shall destroy all such copies of said materials in its possession. Additionally, Dealer shall immediately cease selling Ancillary Products and remit the entire amount of any payments for Ancillary Products sold through the termination date of the Amendment. Sections contained in this Amendment that by their nature and context are intended to survive

termination, shall survive until such duty or obligation has been fully observed, performed or discharged and such right has been fully enjoyed, enforced or satisfied.

4. **Record Retention & Audit.** Dealer shall keep, maintain and preserve during the term of this Amendment and for five (5) years thereafter or for such longer period as may be required by law accurate records which may include electronic files relating to the information gathered and created under this Amendment and showing its compliance with and performance of this Amendment. Flagship or its authorized representatives shall have the right to audit, inspect and copy such records, excluding any proprietary or privileged records, during business hours upon reasonable notice, and at Flagship's sole expense. Dealer will cooperate and cause each of its employees and agents to cooperate with any investigation request for information, review or examination by any governmental authorities and with a similar request by Flagship in connection with Flagship's compliance program.
5. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AMENDMENT, (A) FLAGSHIP MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY TYPE AS TO ITS SERVICES, THE ANCILLARY PRODUCTS OR ANY COVERAGE PROVIDED UNDER THE ANCILLARY PRODUCTS, AND (B) FLAGSHIP HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY AND ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, COURSE OF DEALING OR PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
6. **Limitations of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ASSIGNS, MAY SUFFER WHICH ARE CAUSED BY OR RESULT FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT BY THE OTHER PARTY.

**DEALER**

Legal Name: \_\_\_\_\_

By: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
*Printed Name/Title*

Dealership Address:

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State, ZIP Code*

**FLAGSHIP CREDIT ACCEPTANCE**

By: \_\_\_\_\_  
Jeff Haymore, COO

# SELLER AGREEMENT

This Seller Agreement (“**Agreement**”) is made and entered into by and between Administrator and Seller as identified in the signature block and shall be deemed effective as of the date set forth in the signature block (“**Effective Date**”). This Agreement shall provide the terms upon which Seller is permitted to promote and/or sell extended service contracts, limited warranties and ancillary services (collectively “**Protection Plans**”) to those prospective/existing customers of Seller who purchase Protection Plans (“**Protection Plan Holder(s)**”) through a program designed and administered by Administrator (“**Program**”) and sponsored by Flagship Credit Acceptance, LLC (“**Sponsoring Entity**”).

1. **Statement(s) of Services (SOS).** During the term and as mutually agreed to in writing, Administrator shall provide certain services to Seller (the “**Services**”). Any Services shall be evidenced by one or more written statements of services and shall be attached as individual Exhibits (an “**SOS**”). Seller may sell Protection Plans to individuals in the manner specified in Exhibit A.
2. **Confidential Information.** By virtue of this Agreement, Seller may have access to trade secrets and information that is confidential and/or proprietary to Administrator. Confidential Information shall include but is not limited to information regarding each other’s operations, data processing and procedures, billing and collection procedures, formulas, methods, know-how, processes, data, designs, new products and/or services, developmental work, marketing requirements, marketing plans, the terms and pricing under this Agreement, and all information identified by Administrator at the time of disclosure as confidential or proprietary. Except as otherwise provided, Seller shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Administrator or accessible to Seller pursuant to this Agreement. Disclosure of confidential information by Seller to a third party shall not be permitted during the term of this Agreement or for three (3) years following termination of this Agreement. Confidential information shall not include such information that is in the public domain at the time of its disclosure to Seller or becomes available in the public domain through no fault of Seller.
3. **Consumer Data Protection and Privacy.** The parties shall be permitted to solicit data or information from consumers, to the extent such data or information is reasonably necessary to transact the sale, perform the Services, or ongoing administration of Protection Plans.
  - 3.1. **Non-Public Information.** The parties may receive or be given access to information, which may include nonpublic personal information (“**NPI**”) as such is defined in applicable state and federal privacy and data security laws and regulations (“**Privacy & Data Laws**”) relating to each party’s respective employees, consumers, insureds or claimants.
  - 3.2. **Prohibited Usage.** Neither party shall share nor otherwise make NPI available to the other, unless otherwise agreed to in writing. Neither party shall share NPI with any other person or entity. Failure to comply with the terms of this Section shall be deemed a material breach of the Agreement.
  - 3.3. **Information Security.** Each party shall maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to: (a) ensure the security of NPI, (b) protect against anticipated threats or hazards to the security or integrity of NPI, (c) protect against unauthorized access or use of NPI, and (d) ensure the proper disposal of NPI (collectively “**Security Procedures**”). Each party shall immediately notify the other party of any actual or potential data breach involving NPI and shall appropriately document any and all corrective actions taken. Each party shall contractually require its subcontractors to comply with Privacy & Data Laws and to maintain Security Procedures.
4. **Relationship.** The relationship between the parties shall be that of independent contractors. This Agreement is not intended to create a principal/agent, employer/employee, partnership or joint venture relationship.
5. **Insurance.** Seller shall procure, pay for and maintain such policy or policies of insurance as are required by law or as are commercially reasonable for the transaction and business contemplated by this Agreement.
6. **Intellectual Property.** Neither party shall use the registered trademarks, service marks, logos, name or any other proprietary designations of the other party or any of its parent corporations or subsidiaries without the prior written consent of the other party of the proposed use.
7. **Press Releases.** Neither party may make public statements, advertise nor in any other way publicize this Agreement or the relationship formed hereunder without the prior written consent of the other party.
8. **Seller Representations.** Seller represents and warrants that it shall not, directly or indirectly, make any misrepresentation to a consumer regarding: (a) the nature, status, or coverage of the Protection Plans; (b) the extent of Seller’s relationship with the consumer or its role with respect to the Protection Plans; (c) the identity of the administrator or obligor of the Protection Plans; or (d) the status of the manufacturer’s warranty. Seller shall provide accurate coverage, cancellation and price-related information to consumers. Seller shall comply with the cancellation and refund provisions, and all other provisions of the Protection Plans. Seller shall not: (a) alter, waive, modify or discharge any of the terms and conditions of any Protection Plan or other agreement offered by Administrator; or (b) alter, waive or modify any policies, procedures, rules or criteria established by Administrator.
9. **Payments.** This Section pertains to any amounts due or payable under this Agreement. For purposes of clarity, in the event Seller provides a Protection Plan to a consumer, such transaction will be deemed a “sale” regardless of whether Seller collects any fee.
  - 9.1. **Form and Method of Payment.** All payments hereunder shall be made via electronic transmittal to designated banking accounts, owned by payee, in U.S. dollars unless otherwise agreed to in writing by the parties.
  - 9.2. **Amounts Due to Administrator.** All amounts due to Sponsoring Entity pursuant to a relevant SOS: (a) shall remain, at all times, the property of Sponsoring Entity, Administrator and Underwriter (as defined below), and neither Seller nor any third party claiming under, through or on behalf of Seller shall have any interest in, or rights with respect to, such amounts, and (b) shall be deemed held separately in a fiduciary capacity by Seller in a manner that clearly establishes that the amounts are owned by Sponsoring Entity, Administrator and Underwriter. No acts or omissions by either party shall be deemed to waive or modify the creation of the fiduciary relationship as to the amounts referenced in the preceding sentence.
  - 9.3. **Offset Rights.** If Seller fails to remit any amounts owed to Sponsoring Entity, Sponsoring Entity shall have the right to offset the amounts owing against any amounts which Sponsoring Entity, its agents, subsidiaries or related entities, may owe to Seller.

- 9.4. **Collection and Enforcement.** All reasonable advances, costs, expenses, charges, and attorney's fees, which Sponsoring Entity or Administrator may make, pay, or incur for the collection of its fees or for the enforcement of any of its rights, or in any dispute or litigation in which Sponsoring Entity or Administrator may become involved by reason of or arising out of this Agreement, shall be paid by Seller to Sponsoring Entity or Administrator (as applicable). Sponsoring Entity and/or Administrator shall be entitled to bring a court action seeking injunctive, mandatory or other equitable relief to restrain any breach, threatened breach, or to enforce the Agreement, it being agreed that money damages alone would be inadequate to compensate it.
10. **Taxes.** Seller shall be solely responsible for collecting and remitting to the proper taxing authority all taxes associated with the retail price paid by consumers for the Protection Plan. Unless otherwise set forth in writing, Administrator shall have no responsibility for the processing and remittance of such taxes related to the sale and/or cancellation of a Protection Plan.
11. **Term & Termination.** The term of this Agreement shall commence on the Effective Date and shall continue unless either party provides the other with thirty (30) day written notice of termination.
- 11.1. **Business Relationship.** This Agreement shall immediately and automatically terminate in the event that (a) as applicable, Seller ceases to have a contractual relationship or ceases to be affiliated with Sponsoring Entity or (b) Sponsoring Entity ceases to have a contractual relationship with Administrator.
- 11.2. **Automatic.** This Agreement shall terminate automatically and in its entirety, without notice from Administrator, if (a) Seller has made an assignment for the benefit of creditors, or (b) Seller has permitted or suffered any attachment, levy, or execution agreement.
- 11.3. **Immediate.** Either party may terminate this Agreement, if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice provided by the non-breaching party which describes the breach. Administrator may terminate this Agreement, if Seller fails to remit to Administrator, on a consistent and timely basis, any and all amounts due to Administrator; such termination shall be effective upon receipt by Seller of written notice from Administrator.
- 11.4. **Fraud.** Either party may terminate this Agreement in the event of fraud on behalf of the other party, in connection with its performance under this Agreement, by providing written notice to the defaulting or fraudulent party; such termination shall be effective upon receipt of written notice by the other party.
- 11.5. **Continued Obligations Post Termination.** Termination of this Agreement, (a) shall not alter Seller's responsibilities with respect to Protection Plans issued and paid for prior to the date of termination, performance of Fulfillment Services, handling of refunds and any other payment obligation set forth herein; and (b) shall not alter Administrator's responsibilities with respect to Protection Plans issued and paid for prior to the date of such termination.
- 11.5.1. In the event this Agreement is terminated for any reason, Seller shall promptly collect all documents and any other forms or materials, including marketing materials that are in the possession or control of Seller, or its personnel, and immediately forward such materials to such person(s) as Administrator shall designate, or, upon written request of Administrator, shall destroy all such copies of said materials in its possession. In the event that Administrator requests that its materials be returned, Administrator shall bear the cost of shipping the materials.
- 11.5.2. Seller shall immediately (a) cease selling the Protection Plans, and (b) remit the entire amount of any payments for Protection Plans written through the termination date of this Agreement or the applicable SOS.
- 11.6. **Sections Surviving Termination.** Sections contained in this Agreement that by their nature and context are intended to survive termination, shall survive until such duty or obligation has been fully observed, performed or discharged and such right has been fully enjoyed, enforced or satisfied.
12. **Force Majeure.** In the event that Administrator shall be delayed in the performance of Services hereunder for more than twenty-four (24) hours as a result of acts of nature, war, insurrection, strikes, lock-outs, casualties, or other causes beyond its reasonable control, the time for performance of such obligations shall be suspended for the duration of such period, provided Administrator shall notify Seller at the onset of any such interruption and advise Seller of the expected duration of such interruption.
13. **Disclaimer.** **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, INCLUDING THE EXHIBITS, (A) ADMINISTRATOR MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY TYPE AS TO ITS SERVICES, THE PROTECTION PLANS OR ANY COVERAGE PROVIDED UNDER THE PROTECTION PLANS, AND (B) ADMINISTRATOR HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY AND ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, COURSE OF DEALING OR PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**
14. **Indemnification.** Seller shall indemnify, defend and hold Administrator, its parent corporations, related entities, and their respective officers, directors, employees, and agents harmless from any and all claims, actions, demands or liabilities, including but not limited to reasonable attorneys' fees and costs, arising out of or resulting from Seller's acts, omissions, negligence, gross negligence, willful misconduct, or breach of this Agreement, or its failure to comply with any and all applicable laws, rules, regulations. In addition to the foregoing, Seller shall indemnify Administrator for any costs, penalties, or fees, including reasonable attorneys' fees, associated with any administrative, regulatory and/or investigative actions, suits, or proceedings which may arise in relation to this Agreement.
15. **Limitations of Liability.** **NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ASSIGNS, MAY SUFFER WHICH ARE CAUSED BY OR RESULT FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT BY THE OTHER PARTY. IN NO EVENT SHALL ADMINISTRATOR'S LIABILITY TO SELLER FOR ANY CLAIM, LOSS, LIABILITY, COST OR EXPENSE RELATING IN ANY WAY TO THIS AGREEMENT, WHETHER BASED IN WHOLE OR IN PART ON NEGLIGENCE, EXCEED THE AMOUNTS REMITTED BY SELLER TO ADMINISTRATOR IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, LOSS, LIABILITY, COST OR EXPENSE. FURTHER, NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY TAX LIABILITY OR ASSOCIATED PENALTIES.**

16. **Record Retention & Audit.** Seller shall keep, maintain and preserve during the term of this Agreement and for five (5) years thereafter or for such longer period as may be required by law accurate records which may include electronic files relating to the information gathered and created under this Agreement and showing its compliance with and performance of this Agreement. Administrator's authorized representatives shall have the right to audit, inspect and copy such records of Seller, excluding any proprietary or privileged records, at all reasonable times during the business week (Monday through Friday, excluding holidays) upon receipt of two (2) weeks prior written notice. The costs of the audit shall be borne by Administrator.
17. **Governing Law & Venue.** This Agreement shall be governed by and interpreted according to the laws of the State of Texas, without regard to its choice of law principles. All disputes shall be resolved by a court of competent jurisdiction in the County of Tarrant within the State of Texas. Each party irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated herein.
18. **Compliance with Laws.** Each party shall, comply with any and all applicable local, state and federal laws, rules (including but not limited to rules promulgated by the Office of Foreign Assets Control) and regulations, including but not limited to those laws applicable to a seller of Protection Plans and regulations now or hereafter pertaining to its obligations under this Agreement.
19. **Notices.** Administrator may provide notice to Seller under this Agreement by posting it on its program website, emailing it to the email address Seller provided, or mailing it to the street address provided. Seller shall notify Administrator of any changes to email address or street address in writing. Notice sent by Administrator shall be considered to be received by Seller within twenty four (24) hours of the time it is posted to their respective program website or emailed to Seller unless Administrator receives notice that the email was not delivered. All notices, demands, or communications from Seller regarding this Agreement shall be in writing and shall be (a) delivered personally; (b) sent by certified mail with return receipt requested; or (c) sent by overnight courier to the appropriate address indicated in the signature block or to such other address as the party to receive such notice may designate by written notice. Notice sent by overnight courier shall be deemed received on the day following shipping. Notice sent by general delivery shall be deemed received on the third day following mailing.
20. **Waiver & Severability.** The failure by either party to require strict performance of any Section of this Agreement shall not be a waiver of such Section in the future. Neither party shall be deemed to have waived any Section of this Agreement unless such waiver is set forth in a writing signed by the waiving party. If any Section(s) of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining Sections shall not be affected or impaired.
21. **Assignment.** Seller may not assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of Administrator. Notwithstanding the foregoing, Administrator may, in its sole discretion elect to utilize any of its subsidiaries or affiliates to perform any of Administrator's duties or obligations required pursuant to this Agreement.
22. **Contract Interpretations.** Each party acknowledges that it has had ample opportunity to review this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any Section of this Agreement.
23. **Entire Agreement & Amendment.** This Agreement including the Exhibit attached hereto and incorporated by reference herein, constitutes the entire agreement between the parties and supersedes any and all prior written and oral agreements between the parties relating to such subject matter. To the extent that a Section of an exhibit is inconsistent with a Section of this Agreement (exclusive of the exhibit), the term set forth in the exhibit shall control. This Agreement may be amended or supplemented only by a written agreement of both parties.

The undersigned hereby represents and warrants that he/she is duly authorized to execute this Agreement on behalf of the entity set forth below and on behalf of each of the entities identified in the Seller Group Addendum. The undersigned represents and warrants that each such entity agrees to be bound by the terms herein.

IN WITNESS WHEREOF, the parties have agreed as of \_\_\_\_\_.

Seller By: _____ (Signature)	Administrator By: _____
Name: _____ (Printed Name)	Name: Nathan Greer
Title: _____	Title: General Counsel
Corporate Entity: _____	Corporate Entity: Warrantech Corporation
Doing Business As: _____	
Street Address: _____	Street Address: 2200 Highway 121, Suite 100
City, State, Zip: _____	City, State, Zip: Bedford, TX 76021

## EXHIBIT A – Statement of Services

Unless otherwise defined herein, any other capitalized terms used but not defined in this Exhibit shall have the meaning ascribed to them in the main body of this Agreement.

1. **Overview.** Seller shall be eligible to promote, market and sell Protection Plans to those prospective/existing customers of Seller who purchase vehicles or crafts from Seller through a Program. The Program shall be comprised of a variety of Protection Plans and shall cover the costs of repair and/or replacement of the components as set forth in the end user agreement, which outlines the terms of service associated with the Protection Plan ("**Terms and Conditions**"). Administrator shall be solely responsible for developing the list of vehicles/crafts eligible for coverage, guidelines and underwriting parameters of the Protection Plan, policies and procedures in connection with the promotion, sales, reporting, payment, repair, claims and such other related topics of the Program ("**Procedure Manual**"). Administrator shall serve as the administrator of the Program and shall assume and perform administrative obligations relating to registration, processing, and adjudication of Protection Plans issued in accordance with the Procedure Manual and/or the Terms and Conditions. Seller shall adhere to any and all administrative requirements contained in the Procedure Manual including but not limited to the requirements related to the manner in which Seller promotes, sells, reports, and remits payment in connection with the sale of Protection Plans. Administrator may at any time revise its Procedure Manual or list of qualified vehicles/crafts, guidelines and underwriting parameters and Seller shall promptly conform to any such revisions. In the event of any conflict between this Agreement and the Procedure Manual or to the extent the Procedure Manual contains more specificity, the language of the Procedure Manual shall be controlling. In addition, the following shall apply to specific types of Protection Plans.
  - 1.1. **Limited Warranties.** If Seller elects to offer limited warranties, Seller shall fully and accurately complete a certified inspection checklist or similar form approved by Administrator ("**Inspection Form**") for each eligible vehicle/craft and return a copy of such completed Inspection Form with the Protection Plan Fee, as defined below. Seller shall complete and document any repairs necessary to meet the requirements of the Inspection Form. A limited warranty must be attached to each eligible vehicle/craft in order for any limited warranty to be valid. Seller shall prominently display, the existence of the limited warranty for consumer's review prior to vehicle/craft inspection. Seller shall only offer the limited warranties to consumers at no additional cost. Administrator shall have no obligation to reimburse Seller for any claims under a limited warranty if Seller has failed to fully and accurately complete the Inspection Form.
  - 1.2. **Trade-Ins.** If Seller elects to offer Trade-In Protection Plans, Seller shall offer such Protection Plan at no additional cost to Protection Plan Holder. Administrator shall have no obligation to reimburse Seller for any claim under a Trade-In Protection Plan if Seller has failed to fully and accurately complete the paperwork required by Administrator.
2. **Territory.** In accordance with the terms of this Agreement, Seller may market and promote the Protection Plans only where authorized by Administrator, provided all licensing, regulatory and other legal requirements with respect to the sale of Protection Plans have been and remain at all times satisfied. Administrator shall have the right to modify the Territory and such changes shall become effective thirty (30) days after written notice has been provided to Seller. For the avoidance of doubt, Seller shall not market or promote Protection Plans outside the Territory without the prior written consent of Administrator.
3. **Marketing Materials.** Administrator shall provide Seller with forms, promotional materials and other materials to properly promote and support the Program, all of which shall remain the property of Administrator and shall be returned to Administrator in the event of the termination of this Agreement or upon demand of Administrator. The final form of any marketing materials associated with the Program must be approved by Administrator, in writing, prior to use.
4. **Terms & Conditions.** Administrator shall be responsible for drafting the Terms & Conditions which are provided to Protection Plan Holders. Seller shall only use the Terms and Conditions in the form provided by Administrator. Administrator shall not be obligated to perform administrative services with respect to any Protection Plan sold by Seller on a form which has not been approved by Administrator or the use of which has been discontinued by Administrator or otherwise sold in violation of this Agreement. Seller shall provide each consumer with access to the Terms and Conditions prior to selling the Protection Plan. Further, at the point of sale, Seller shall provide Terms and Conditions and any other documents which may be reasonably specified by Administrator, to a Protection Plan Holder.
5. **Program Underwriter.** Administrator shall procure from a licensed and otherwise authorized insurance company ("**Underwriter**") a service contract reimbursement insurance policy which shall secure the performance of duties under each Protection Plan sold. Administrator and the Underwriter shall have no responsibility for the handling and administration of any claims that are not covered under the Terms and Conditions.
6. **Protection Plan Fee.** For each Protection Plan released to a Protection Plan Holder, Seller shall remit to Administrator and/or Sponsoring Entity the applicable wholesale price ("**Protection Plan Fee**"), as indicated in the Protection Plan Fee schedule, available at [www.vsconline.com](http://www.vsconline.com). The Protection Plan Fees may be modified by Administrator by providing thirty (30) day advance written notice prior to the effective date of any adjustment in the Protection Plan Fees.
7. **Manner of Sale.** Seller shall only sell Protection Plans to consumers via the channels specified in this Section. Unless otherwise agreed to in writing, Seller may not advertise, promote, or use e-commerce, direct mail, email and/or telephonic marketing in connection with the Protection Plan Program.
  - 7.1. **In Person Sales or Repair Transactions.** Seller may market and complete the sales transaction, at Seller's brick and mortar location or other business setting, directly to consumers who have purchased/will purchase a qualified vehicle/craft from Seller.
  - 7.2. **Direct Marketing.** If Seller wishes to utilize direct marketing to capture missed point of sale opportunities, Administrator shall have the right of first refusal with respect to the opportunity to market Protection Plans. Such right of first refusal shall entitle Administrator to be given the right to be appointed to market Protection Plans on terms no less favorable than a competitor's bid for such work. In no event, shall a third party market Administrator's Protection Plans without written approval of Administrator. Such appointment shall be provided in a format approved by Administrator.



- 7.3. **Protection Plan Sales Standards.** Pre-existing conditions are not eligible for coverage under a Protection Plan. In the event a Seller sells a Protection Plan on an ineligible vehicle/craft, fails to comply with eligibility guidelines established by Administrator, and/or fails to disclose the limitations of the Protection Plan, Seller shall be responsible for paying any claims arising out of such failure(s) which are not eligible for reimbursement under the Protection Plan. Seller shall not sell, solicit the sale of, or accept requests to purchase Protection Plans via the internet. Seller shall not market, sell, or quote any Protection Plan purchase price for fleet or commercial usage (other than semi-trucks), without first receiving prior written approval and a Protection Plan Fee quote from Administrator.
- 7.4. **Material Disclosures.** Seller is obligated to disclose to Protection Plan Holder, the Protection Plan Holder's obligation to preserve, maintain and provide service records and inspection records for the covered vehicle/craft. Failure to do so may result in disqualification of the vehicle/craft for coverage under the Protection Plan. Moreover, Seller is obligated to disclose to Protection Plan Holder, the material plan provisions and limitations, including but not limited to the fact that pre-existing conditions are not eligible for coverage under a Protection Plan.
- 7.5. **Consumer Dispute.** A consumer dispute shall include any consumer demand, attributable to a Protection Plan sold by Seller, which results in settlement pursuant to Administrator's reasonable discretion. Consumer disputes shall include, but not be limited to, attorneys' fees and other legal costs. Administrator shall have an absolute right to net such Consumer dispute from any amounts otherwise due to Seller.
8. **Processing.** Administrator shall serve as the administrator of the Program and shall assume and perform administrative obligations relating to registration, processing, and adjudication of Protection Plans issued in accordance with the Procedure Manual provided by Administrator.
- 8.1. **Claim Adjudication.** Administrator shall adjust, process, and approve claims associated with validly issued Protection Plans in accordance with the respective Terms and Conditions.
- 8.2. **Transfer.** Administrator shall process all requests for Protection Plan ownership transfers in accordance with the Terms and Conditions.
- 8.3. **Cancellations.** In the event of a cancellation request, Administrator shall calculate the refund which is due to the Protection Plan Holder or other entity legally entitled to receive the refund. Such refund shall be determined by Administrator in accordance with the Protection Plan terms and conditions, and applicable law. Further, Administrator shall determine the allocation of such refund obligation between the parties and any applicable third parties. Administrator shall promptly process cancellation requests, which are received with all required documentation, and shall issue any applicable refunds to Seller, in a timely manner, for proper handling. Seller shall be solely responsible for remittance of any cancellation refund due to the Protection Plan Holder or any other entity legally entitled to receive such refund. Seller shall be responsible for reimbursing Administrator in the event that Administrator provides a refund directly to the Protection Plan Holder or any other entity legally entitled to receive such refund. For all Protection Plans, Administrator shall be entitled to deduct a cancellation fee from the refund portion of the Protection Plan Fee, the net of which shall be returned to Seller or other entity legally entitled to such refund.
9. **Repair Services.** If Seller is in the business of repairing new and/or used vehicles/crafts and desires to provide repair services to Protection Plan Holders, Seller shall contact and notify Administrator of any potential claim. Administrator shall review the report associated with a potential claim to determine eligibility for payment under the Protection Plan. Administrator may reject any improperly submitted repair order, and such related repairs shall be the responsibility of Seller. Administrator shall provide payment based upon the established reference number and the agreed upon claim amount.
- 9.1. **Collecting from Protection Plan Holder.** Seller shall be solely responsible for collecting, directly from the Protection Plan Holder, (a) the Protection Plan deductible (if any), and (b) the cost of any non-covered and/or unauthorized parts, labor or other services.
- 9.2. **Warranty.** Seller shall warrant all repairs and other services provided pursuant to this Agreement against defects in workmanship and materials, under normal use, for a minimum period of twelve (12) months or twelve thousand (12,000) miles after the service date, whichever comes first.
10. **Reporting Protection Plan Transactions.** Administrator and Underwriter shall have no duty to administer any claim under any Protection Plan if the Protection Plan sale was not reported and fully paid to Administrator in accordance with the Sections below. Administrator reserves the right to refuse the duties and obligations related to any Protection Plan not timely reported and/or timely paid. In the event Seller fails to timely report or fails to timely remit payment for a Protection Plan, Seller shall be solely responsible for any costs or liabilities associated with the Protection Plan handling or administration. Seller shall be responsible for any specially assigned fees and/or conditions established by Administrator if any Protection Plan is reported more than fifteen (15) days from the date of purchase and is accepted by Administrator. Such specially assigned fees or conditions may include, but are not limited to, the costs of repair, the Protection Plan Fee and the amount of any cancellation refunds. In the event of any conflict between this Section and the Procedure Manual or to the extent the Procedure Manual contains more specificity, the language of the Procedure Manual shall be controlling. Seller shall report its sales and/or cancellations via Administrator's web portal, or such other means as permitted by Administrator. In the event that there is a discrepancy between Administrator and Seller records related to Protection Plan sales or cancellations during any month, the parties agree to use their best efforts to resolve such discrepancy as soon as reasonably possible.
11. **Remittance.** Seller shall remit to Administrator and/or Sponsoring Entity the applicable Protection Plan Fee due and payable to Administrator no later than fifteen (15) days following issuance of the Protection Plan, along with a properly executed copy of such Protection Plan, if applicable. Failure to remit the Protection Plan Fee or such other amounts shall constitute a material breach of this Agreement. Late submission and/or payment for a Protection Plan may result in specially assigned fees and/or conditions and a denial of claim(s).

12. **Third Party Payment(s).** Administrator shall pay a specified amount to Seller or its designee with respect to certain Protection Plans sold/offered pursuant to this Agreement ("**Third Party Pass Through Payment(s)**"). The amount and eligibility requirements for payment shall be provided in a format approved by Administrator. Third Party Pass Through Payment shall not be considered due until such Protection Plan has been accepted by Administrator and fully paid to Administrator. Furthermore, payment of Third Party Pass Through Payment shall be contingent upon Seller or the applicable payment provider remitting an amount equal to the Third Party Pass Through Payment in addition to the Protection Plan Fee. Administrator shall determine eligibility for Third Party Pass Through Payment with respect to Protection Plan(s) based on the net amounts received by Administrator from the sale or distribution of the Protection Plan(s). For purposes of this determination, "net amounts received" by Administrator shall mean the amount remaining from the gross sales price of the Protection Plan after deducting all applicable taxes and cancellations. Payment of Third Party Pass Through Payment amounts to Seller or its designee shall be made by Administrator on a monthly basis, in arrears. If a Protection Plan is cancelled for which Third Party Pass Through Payment was paid to Seller's designee, such cancellation shall result in the repayment of the applicable portion of the Third Party Pass Through Payment. Seller shall be responsible for paying Administrator for the applicable portion of the Third Party Pass Through Payment for any cancelled Protection Plan(s). Administrator shall have no obligation to seek repayment from Seller's prior or current designee of Third Party Pass Through Payment. Administrator shall have a right to offset amounts owed by Seller, resulting in the repayment of the applicable portion of the Third Party Pass Through Payment.
13. **Compensation.** The sole and exclusive compensation obligation Administrator shall have in consideration for sales of Protection Plans by Seller shall be the payment of commissions, in accordance with the Seller installation documentation. Administrator shall pay Seller's commissions for Protection Plans to Sponsoring Entity, who will distribute to Seller. For avoidance of doubt, once Administrator has paid Seller's commissions for monthly-pay Protection Plan sales to Sponsoring Entity, Seller shall have no cause of action nor recourse against Administrator for non-payment of such commissions. Seller acknowledges and agrees that once Administrator has paid Seller's commissions for monthly-pay Protection Plan sales to Sponsoring Entity, the sole recovery of such amounts shall be from Sponsoring Entity. Further, Seller acknowledges and agrees that it shall not seek recovery of Seller's commissions for monthly-pay Protection Plan sales from Administrator, after Administrator has paid these amounts to Sponsoring Entity.
14. **Statements.** Administrator shall provide data reflecting sales paid and reported along with cancellation activity for the previous month via an online portal. If Seller has objections with respect to any information posted in such portal, Seller shall make such objections known to Administrator, in writing, within thirty (30) days after the date the data is made available to Seller. Any objections not received in writing, by Administrator, within the thirty (30) day period shall be deemed waived and abandoned. Any amounts identified as due to Administrator for prior Protection Plan sales once a periodic Seller statement has been provided to Seller by Administrator, via Administrator's online systems, shall be immediately due to Administrator.