

THIS DEALER AGREEMENT (this "Agreement") effective this _____ day of _____, 20____ by and between Safe-Guard Products International, LLC, a Georgia limited liability company, or for Dealers located in Florida selling "634" products, Safe-Guard Warranty Corporation ("Safe-Guard") and the undersigned company, firm or individual at the address below ("Dealer").

WHEREAS Safe-Guard provides and/or administers a number of after-market products primarily used in the automotive and other motor vehicle industries that include, but are not limited to, theft protection, debt cancellation, road hazard protection, excess wear and tear protection, and vehicle component identification (jointly the "Products" and each individually a "Product"); and

WHEREAS each Product is accompanied by a customer agreement that states the terms and conditions including, but not limited to, the identity of the entity obligated to provide benefits to the customer (the "Obligor"), the type and amount of protection that is provided upon purchase of the respective Product, coverage term of such protection, the limitations and exclusions of such protection and the manner in which a claim must be made (each a "Product Agreement"); and

WHEREAS "Program Materials" shall mean the Product Agreement, dealer program overview materials, promotional materials, and other collateral determined and supplied by Safe-Guard to market the Products, as updated and made available by Safe-Guard from time to time via an online portal or other means; and

WHEREAS the Dealer desires to offer one or more of the Products to its customers who purchase vehicles from the Dealer ("Customer") at a price to be determined by the Dealer (unless state law requires otherwise); and

WHEREAS the Dealer agrees to remit to Safe-Guard, upon the sale of each Product to a customer, an amount set by Safe-Guard ("Dealer Cost").

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree to the following facts, terms and conditions.

DEALER AGREES TO:

1. Dealer agrees to follow the instructions and procedures set out from time to time in the dealer program overview materials and to use only the then-current version of the Program Materials supplied by Safe-Guard. Dealer agrees to return or destroy any and all unused Program Materials to Safe-Guard (i) upon termination or expiration of this Agreement for any reason, or (ii) at any other time upon the written request of Safe-Guard to Dealer. Dealer shall not misrepresent, revise, supplement, modify, or waive the applicability of the terms or conditions of any of the Program Materials. Dealer shall agree to use only the most current version of the Program Materials, as made available by Safe-Guard to Dealer via an online portal or other means. Dealer shall immediately cease the use of all Program Materials upon termination or expiration of this Agreement for any reason. All such Program Materials will be null and void and must be (i) returned by Dealer to Safe-Guard, or (ii) destroyed by Dealer, and Dealer shall confirm such destruction to Safe-Guard in writing. Dealer may not change, alter, vary or waive any terms or conditions of any Product or Customer Agreement without the prior written consent of Safe-Guard. Dealer agrees to inform Administrator before initiating any repair or replacement of all circumstances or conditions that would exclude coverage under the Product Agreement;
2. Indemnify, defend, and hold harmless Safe-Guard, its administrators, insurers, representatives, employees, attorneys, shareholders, and directors from and against any and all claims, suits, damages, costs, judgments, settlements, or awards arising from or otherwise related to: (a) Dealer's failure to timely submit a Customer Agreement or pay the applicable Dealer Cost, including any claims paid by Safe-Guard under a Product Agreement and/or any refunds provided by Safe-Guard to a Customer (or its lienholder, as applicable) in the event of the cancellation of a Product Agreement; (b) Dealer's use of any Program Materials not provided by Safe-Guard; (c) Dealer's improper application, use or alteration of any Program Materials provided by Safe-Guard; (d) Dealer's failure to properly and timely report to Safe-Guard the sale of any Product; (e) Dealer's misrepresentation of the coverage(s) provided by any Product or Product Agreement; (f) Dealer's discriminatory sales, marketing, or pricing practices, regardless of intent; (g) any violation by Dealer, its employees, agents and representatives of any statutes, regulations, rules or laws related to the sale, marketing, distribution, or administration of such Products or Product Agreements to or for consumers (including, without limitation, consumer protection or privacy laws); (h) Dealer's failure to use the then-current version of a Product Agreement, or other Program Materials, as communicated by Safe-Guard; (i) Dealer's continued sale, marketing, or distribution of the Products following written notice from Safe-Guard that a particular Product has been terminated; (j) the workmanship, quality of repairs or replacement of parts and any bodily injury or property damage caused directly or indirectly by such repairs or replacement; or (k) any other breach by Dealer of this Agreement. Dealer

agrees to unconditionally guarantee all services and materials as supplied by the Dealer against faulty workmanship and/or defective materials under normal use for a minimum of ninety (90) days or four thousand (4,000) miles whichever shall occur first from the date repairs are completed and the vehicle is returned to Customer;

3. Ensure that for each sale of a Product, the Product Agreement effective date is in all cases the same date that the vehicle was sold to the Customer by the Dealer, except for those Products which Safe-Guard explicitly authorizes for sale after the date of vehicle sale or lease;
4. Provide a Product Agreement to the Customer for each Safe-Guard Product sold by the Dealer;
5. Submit documentation no later than the 15th day of each calendar month of all remittance registers and corresponding Safe-Guard Product Agreements executed during the previous calendar month, along with a remittance check or Automated Clearing House ("ACH") payment, if applicable, equal to the Dealer Cost total for said Product Agreements. Remittance checks must be made payable to Safe-Guard Products International, LLC. Checks, remittance forms, and registrations must be mailed to Safe-Guard's principal place of business located at Two Concourse Parkway, Suite 500, Atlanta, GA 30328. Safe-Guard and the insurers of its Products shall have no obligation or liability for any Product not timely remitted to it with the appropriate Dealer Cost. Dealer's failure to remit Safe-Guard Product Agreements in a timely manner may result in the application of late fees or rejection of the Product Agreements. If rejected, Dealer is responsible for refunding all monies due to Customer for such Product Agreement(s).
6. In all cases comply with any consumer protection and any other statute, regulation, rule or law related to the sale of such Products to consumers including, but not limited to, (a) Dealer shall at all times be licensed to market and sell the Products as required in the jurisdictions in which Dealer solicits Customers or executes Product Agreements. Dealer shall comply with all applicable laws, regulations, guidelines and rules with respect to Dealer's performance of this Agreement, including, but not limited to, any regulations and rules requiring Dealer to be licensed to act as a seller or Obligor under any Product for which Dealer is the Obligor. If Dealer is located in Florida and selling any "634" products, Dealer represents and warrants that it holds a current, valid Florida 2-53 license; (b) Dealer shall comply with all applicable laws, regulations, guidelines and rules pertaining to the operation of its business and in respect of its marketing and sale of the Products including, without limitation, all laws pertaining to Product pricing, advertising, disclosures, sales practices, and consumer protection; (c) for Products for which Dealer is the Obligor, as specified in the applicable Customer Agreement, Dealer acknowledges that it has sole liability under the Customer Agreements for those Products, subject to any CLIP which insures all of Dealer's financial obligations for any Product for which Dealer is the Obligor; and (d) Dealer will provide consumers with all privacy notices and disclosures required by applicable laws, regulations, guidelines, and rules and shall be responsible for obtaining all required consents and approvals as required to permit Dealer to disclose any non-public personal information concerning a Customer who purchases a Product to Safe-Guard, the insurers of its Products, or their respective agents;
7. Monitor its contract and claims submissions to ensure that no fraudulent contracts or claims are submitted to Safe-Guard. Dealer acknowledges that Safe-Guard will investigate and prosecute any and all fraud, whether it concerns contract enrollment or the claims process, to the fullest extent of the law;
8. Collect and remit all applicable taxes to the appropriate governmental agency. It is agreed that Safe-Guard is not responsible for collecting, remitting or filing any taxes associated with the sale of the Products. Dealer agrees to indemnify and hold harmless Safe-Guard for Dealers breach of this section; and
9. Dealer shall not issue a Product Agreement for any vehicle unless all components of the vehicle covered under that Product Agreement are functioning properly at the time the Product is sold. Pre-existing conditions are not reimbursable to Dealer, nor are they covered by the Product Agreements. Dealer agrees that eligible vehicles include vehicles that follow Safe-Guard's guidelines and vehicles that are in sound mechanical condition at time of sale. Dealer further agrees pre-existing condition(s) are the sole responsibility of the Dealer and not covered under the Product Agreement. Dealer shall not issue a Product Agreement for any rebuilt vehicles, lemon vehicles, or vehicles with salvage, junk, or branded titles. Dealer agrees to comply with all applicable underwriting and procedural guidelines issued by Safe-Guard concerning this Agreement or any of the Products.

SAFE-GUARD AGREES TO:

1. Register, maintain, and administer each Product Agreement for each Product sold by the Dealer and for which the Dealer has properly reported and paid Safe-Guard as specified above;
2. Provide to Dealer's Customers who have purchased a Product those documents, decals, membership cards or any other items not provided for Dealer's inventory but required by the respective Product Agreement;
3. Where underwriting agreements or contractual liability insurance policies ("CLIPs") related to the Products are required by applicable law, regulations, guidelines, and rules, the obligation to obtain, negotiate and maintain any CLIPs shall be as follows: (i) for those Products for which Dealer is designated as the Obligor, Safe-Guard will obtain, negotiate and maintain CLIPs, under which Dealer shall be the name insured and (ii) for those Products for which Safe-Guard is designated as the Obligor, Safe-Guard will obtain, negotiate and maintain CLIPs under which Safe-Guard shall be the named insured;
4. Make available to the Dealer the Program Materials deemed necessary by Safe-Guard to market the Products;
5. Provide the Dealer with confirmation as necessary of the registration of any Customer and the respective Product purchased by Customer;
6. Within thirty (30) days of the end of each calendar month, Safe-Guard will either mail an invoice to, or via an electronic method bill, Dealer for the total Dealer Cost of all Customer Agreements reported during the calendar month. Dealer will timely complete any documentation necessary for Safe-Guard to bill Dealer via an electronic method; and
7. Notwithstanding the foregoing, Dealer authorizes Safe-Guard and all of its subsidiaries and affiliates (the "Safe-Guard Parties") to offset, deduct, and recoup any and all amounts due to Dealer from or against any amounts (including Dealer Cost) that Dealer owes to the Safe-Guard Parties arising out of this Agreement, or any claims the Safe-Guard Parties have against Dealer arising out of this Agreement. In furtherance of the preceding sentence, Dealer consents to Safe-Guard debiting and offsetting amounts due to Safe-Guard (including for, without limitation, Dealer's indemnification and reimbursement obligations, Dealer Cost, or otherwise) against any open accounts Dealer has with any of the Safe-Guard Parties. For the avoidance of doubt, Safe-Guard has the right, but not the obligation, to offset or deduct claims under this Agreement from or against any amounts due to Dealer from any of the Safe-Guard Parties. Dealer has no right to offset, recoup, or deduct any amounts due to Safe-Guard under this Agreement (including, without limitation, Dealer Cost) from any amounts owing by the Safe-Guard Parties to Dealer.

DEALER AND SAFE-GUARD MUTUALLY AGREE THAT:

1. This Agreement may be terminated at any time by either party upon thirty (30) days written notice, or immediately for cause upon written notice. Any notice or other communication required or permitted hereunder shall be in writing, with acknowledgment of receipt, or sent by prepaid overnight courier service, and addressed to the applicable party's address set forth on the signature page of this Agreement. The thirty-first (31st) day following receipt of such notice shall be the effective date of termination. Unless terminated as provided herein, this Agreement shall remain in full force and effect. Upon the effective date of termination by either party, all obligations that are not described herein as surviving termination shall cease. Furthermore, the parties specifically agree that if Dealer fails to submit a customer-executed Product Agreement or a remittance register in any six-month period, this Agreement will automatically terminate. If either party has materially breached any provision of this Agreement, the other party may, at any time, by giving written notice to the breaching party, terminate this Agreement effective immediately (or at such other time as specified in the written notice). This Agreement shall be terminated automatically, effective immediately, at any time upon either party's bankruptcy, insolvency, or assignment for the benefit of creditors, unless the other party elects in writing to have the term continue. Except as otherwise provided in this Agreement, the expiration or termination of this Agreement shall not affect the rights or duties of either party with respect to any Product Agreements validly issued before the date of expiration or the effective date of termination, and such rights and duties shall continue until the expiration or termination of such Product Agreements.
2. Dealer acknowledges that its liability for any refund due under any Product Agreements which are cancelled prior to the expiration of each Product Agreement survives the termination of this Agreement. Notwithstanding the foregoing, Dealer agrees that (i) Safe-Guard reserves the right to terminate the offering of a particular Product for any reason and (ii) upon written notice to Dealer from Safe-Guard that a particular Product is terminated, Dealer will immediately cease marketing, selling, and distributing the particular Product. Termination of the offering of a Product under this section shall not be deemed a termination of this Agreement;
3. Upon termination or expiration of this Agreement, Dealer must (i) immediately cease marketing, selling, and promoting the Products, (ii) immediately cease using any and all trademarks, trade names, or other intellectual property provided by Safe-Guard in connection with the Products; (iii) destroy or return to Safe-Guard all Program Materials and, upon request of Safe-Guard, certify in writing to Safe-Guard that all such Program Materials have been destroyed; and (iv) immediately pay to Safe-Guard all amounts due and owing under this Agreement;
4. Notwithstanding any other statement to the contrary in this Agreement, the following obligations shall survive any termination of this Agreement: (i) Safe-Guard's obligation to register, maintain, and administer all valid sales of Products that have been timely reported by Dealer to Safe-Guard and for which Safe-Guard has received payment from Dealer prior to the effective date of termination; (ii) Dealer's indemnification obligations described herein; and (iii) Dealer's obligation to pay Safe-Guard for each Product sold to a Customer prior to the effective date of any termination and to pay each Customer for each cancellation of a Product Agreement;
5. Except as expressly provided in this Agreement, no modification or addition to this Agreement is valid or binding upon either party unless agreed to in writing and signed by all parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission, ".pdf" or other similar electronic transmission shall be effective as delivery of a manually executed counterpart hereof. This Agreement (including the recitals appearing at the beginning of this Agreement which are incorporated herein by reference), constitutes the full and entire understanding and agreement between the parties and supersedes all prior written or oral agreements, understandings, representations, and warranties made with respect to the subject matter hereof. This Agreement may not be assigned by Dealer without prior written approval by Safe-Guard. Safe-Guard may assign this Agreement, and any of its rights, duties, or obligations hereunder to any person with advance written notice to Dealer. Any assignment or delegation contrary to this paragraph shall be void. This Agreement and all rights and liabilities hereunder shall inure to the benefit of the parties, their successors, and permitted assigns;
6. In the event of a cancellation of a Product Agreement by a Customer pursuant to its terms, in compliance with state requirements or by operation of law that any amount of money becomes due or repayable to the other party, each party hereby agrees to return the full or pro-rata portion (as determined by the cancellation language in the Product Agreement) of such amount received or retained by such party whether prior to or subsequent to the termination of this Agreement;
7. All of Safe-Guard's logos, trademarks or copyright material, as well as all other materials, agreements, brochures, advertising, decals or any other documentation provided by Safe-Guard are and shall remain the property of Safe-Guard and delivery to Dealer does not grant any express or implied right to any patents, copyrights, trademarks, or trade secret information;
8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect;
9. Safe-Guard or its designee shall be permitted to inspect, copy, and examine Dealer's books and records related to the Products (including claims thereunder) at any time during the Term, and for the longer of (i) seven (7) years after the creation or distribution of the Customer Agreement; (ii) two (2) years after expiration of the last Product Agreement sold by Dealer; or (iii) the period required by applicable law;
10. Dealer is an independent contractor, and no relationship of principal and agent, employer and employee, partnership, joint venture, or the like, shall be created between Safe-Guard and Dealer. Except as expressly provided in this Agreement, neither Safe-Guard nor Dealer has any power to incur any liability on behalf of the other or otherwise bind the other;
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to any otherwise applicable principles of conflict of laws. No waiver by any party hereto of any of the terms and conditions of this Agreement shall be construed as a waiver of the performance and/or applicability of such terms in the future. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party hereto at law, in equity or otherwise; and

12. State Specific Rules:
- i. Colorado GAP: The maximum retail rate is \$300 or 2% of the amount financed, whichever is greater. The maximum retail rate does not apply if the amount financed exceeds \$75,000. Truncating and/or re-amortizing loans that exceed the administrator's eligibility requirements is not permitted in Colorado; therefore, the maximum term permitted is 84 months and the maximum amount financed permitted is 150% of MSRP/NADA.
 - ii. Florida Tire & Wheel/Paintless Dent Repair/Theft Protection/VSC/Precision Care: Dealer is not permitted to deviate from Safe-Guard's published retail rates.
 - iii. Indiana GAP: The GAP program is not eligible for Finance Agreements where the amount financed less the cost of the GAP Agreement, less the cost of credit insurance, and less the cost of warranties is less than 80% of MSRP for a new vehicle or N.A.D.A. Average retail value for a used vehicle. The maximum retail rate is \$506 if the amount financed is less than \$54,600. There is no maximum retail rate if the amount financed exceeds \$54,600 or the loan is a commercial loan.
 - iv. Maryland GAP: Truncating and/or re-amortizing loans that exceed the administrator's eligibility requirements is not permitted in Maryland; therefore, the maximum term permitted is 84 months and the maximum amount financed permitted is 150% of MSRP/NADA.
 - v. Minnesota GAP: GAP may not be sold if the Covered Vehicle's MSRP/NADA value is less than \$5,000.
 - vi. New York GAP: Dealer may not exceed Safe-Guard's published retail rates.
 - vii. New York Ultimate Vehicle Protection/Paintless Dent Repair/Windshield Protection: Dealer is not permitted to deviate from Safe-Guard's published retail rates.
 - viii. New York Theft Protection: Each dealer must select a warranty benefit amount and the corresponding form, and must use that form consistently with all customers.
 - ix. Oregon GAP: The maximum retail rate is 5% of the amount financed.
 - x. South Carolina GAP: GAP may not be sold for any finance agreement where the amount financed, less the cost of the GAP addendum, less the cost of credit insurance, and less the cost of service contracts is less than 80% of MSRP for a new vehicle, or less than 80% of the retail value as listed in a regionally used and industry accepted source (such as NADA or KBB) for a used vehicle. GAP may only be sold if the amount financed is greater than \$4,000 and the term of the finance agreement is greater than 12 months.
 - xi. Texas Auto and RV GAP: The maximum retail rate is 5% of the amount financed.
 - xii. Texas GAP (Motorcycle/Powersports/Marine): (i) Effective until August 31, 2017, GAP for motorcycles and recreational marine vehicles is considered an insurance product in Texas. Therefore, the Dealer may not deviate from the underwriter's/insurer's filed retail rates; (ii) Effective September 1, 2017, GAP waivers (debt cancellation agreements) will be permitted to be sold on motorcycles and recreational marine vehicles in Texas. If Dealers are selling GAP waiver (instead of GAP insurance) on motorcycles and recreational marine vehicles, Dealers do not have to be licensed by the Department of Insurance. The maximum retail rate for GAP waiver sold on motorcycles/recreational marine vehicles is 5% of the amount financed.
 - xiii. Texas Diminished Asset Protection: The maximum retail rate is 5% of the of the cash price of the motor vehicle.
 - xiv. Utah Theft Protection: Dealer may not offer a theft warranty form with differing or check-off box warranty benefit amounts. Each dealer must select a warranty benefit amount and the corresponding form, and must use that form consistently with all customers. The warranty benefit amount is limited to a maximum of \$5,000.
 - xv. West Virginia GAP: GAP may not be sold for any finance agreement where the amount financed, less any insurance products or other F&I products, is \$2,000 or less.

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

DEALER LEGAL NAME: _____ Federal Tax Number: _____
 Dealer d/b/a Name: _____ Franchise(s) Sold: _____
 Dealer Address: _____ City: _____ State: _____ ZIP: _____
 Authorized Signee (print name): _____ Title: _____ Email address: _____
DEALER SIGNATURE: _____ Florida 2-53 License Number (if applicable): _____

SAFE-GUARD PRODUCTS INTERNATIONAL, LLC/SAFE-GUARD WARRANTY CORPORATION

Two Concourse Parkway, Suite 500, Atlanta, GA 30328 • 800-742-7896

SAFE-GUARD SIGNATURE: _____ Title: _____

IMPORTANT: THE F&I PRODUCT(S) YOUR DEALERSHIP AGREES TO MARKET, USING SAFE-GUARD PRODUCTS AS THE SOLE SUPPLIER, MUST BE INDICATED TO THE RIGHT BY CHECKING THE APPROPRIATE PRODUCT CATEGORY AND SUB-CATEGORY WHERE NECESSARY.

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> THEFT PROTECTION | <input type="checkbox"/> TIRE & WHEEL | <input type="checkbox"/> GAP | <input type="checkbox"/> KEY REPLACEMENT |
| <input type="checkbox"/> Auto | <input type="checkbox"/> Auto | <input type="checkbox"/> Auto | <input type="checkbox"/> PREPAID MAINTENANCE |
| <input type="checkbox"/> Motorcycle/Powersport | <input type="checkbox"/> Motorcycle/Powersport | <input type="checkbox"/> Motorcycle/Powersport | <input type="checkbox"/> ROADSIDE ASSISTANCE |
| <input type="checkbox"/> RV/Trailer | <input type="checkbox"/> RV/Trailer | <input type="checkbox"/> RV/Trailer | <input type="checkbox"/> Auto |
| <input type="checkbox"/> Boat | <input type="checkbox"/> ULTIMATE VEHICLE PROTECTION | <input type="checkbox"/> Boat | <input type="checkbox"/> Motorcycle/Powersport |
| <input type="checkbox"/> ID THEFT PROTECTION | <input type="checkbox"/> ULTIMATE APPEARANCE PROTECTION PLUS | <input type="checkbox"/> LEASE WEAR & TEAR | <input type="checkbox"/> RV/Trailer |
| <input type="checkbox"/> ZAZ GPS POWERED BY SG CONNECTED CAR | <input type="checkbox"/> VSC | <input type="checkbox"/> DIMINISHED ASSET PROTECTION | <input type="checkbox"/> ALERT |
| <input type="checkbox"/> APPEARANCE PROTECTION | <input type="checkbox"/> PRECISION CARE | | |