

DEALER (PRODUCER) AGREEMENT



The following MODERN AUTO PROTECTION Vehicle Service Contract **Dealer Agreement** (hereinafter referred to as **"the Agreement"**), effective on date listed in signature section below, is entered into between **American Auto Shield, LLC** (hereinafter referred to as **"AAS"**) located at 1597 Cole Boulevard, Suite 200, Lakewood, Colorado 80401, and below named **Dealer Producer** (hereinafter referred to as **"DP"**).

I. THE OBLIGATIONS OF THE DEALER (PRODUCER)

- A. The DP agrees to offer the MODERN AUTO PROTECTION Vehicle Service Contract program to its customers on the forms provided by AAS, and shall use its best efforts to market and sell the Agreement program and contracts to its vehicle purchasers. Each contract shall be sold only in respect to the program rules, coverages, regulations and terms indicated as the DP cost on the MODERN AUTO PROTECTION vehicle service contract's most current rate chart that is in effect at the time such contract is sold.
- B. The DP shall remit the contracts and related information in an electronic format, as directed by AAS, together with the net DP cost for such contracts as set forth in the most recent DP rate schedule provided to the DP by AAS. Total remittance must be no later than the tenth (10th) day of the month following the end of the month in which said contracts were actually sold. With the exception of Wisconsin, neither AAS nor insurance carrier shall have any obligation to the DP nor the CONTRACT HOLDER with respect to any MODERN AUTO PROTECTION contract until the DP has timely remitted to AAS the full amount of the DP net cost. DP shall be responsible for reimbursing AAS or insurance carrier for all claims arising under MODERN AUTO PROTECTION contracts for which DP has not remitted the contract or the net DP cost to AAS.
- C. DP shall comply with all federal, state and local statutes, rules and regulations, and shall be responsible for remitting to the appropriate government authorities all federal, state and local taxes charged to the consumer. When a program requires that a vehicle be certified by the DP, the DP agrees to inspect the vehicle in accordance with the MODERN AUTO PROTECTION program guidelines and remedy any deficiencies, and then certify the vehicle to be in good working mechanical condition at time of delivery to consumer. The DP shall have no authority to alter, modify, waive or discharge any terms or conditions of the contract or the MODERN AUTO PROTECTION programs.
- D. The DP agrees, for claims submitted by CONTRACT HOLDERS, to contact AAS to receive authorization prior to proceeding with any repairs. Any repairs made without such authority, as evidenced by an authorization number from AAS, shall not be covered and the DP shall not be reimbursed for such repairs by AAS or the insurance carrier. The repair facility shall be reimbursed for COVERED REPAIRS based on its retail labor rate and All Data flat labor rate manual time, and the DP retail cost of replacement parts approved by AAS, which AAS, at its discretion, may designate to be new, used or remanufactured. Retail cost shall be the manufacturer's suggested list price.
- E. In the event of a cancellation of a contract, the DP shall provide the entire refund to the contract holder in a timely manner pursuant to the time frames as set forth in the contract. The DP shall keep adequate documentation establishing that the refund has been made and received, including but not limited to, front and back of cashed checks, bank statements showing the check was cashed by contract holder, or

lender document verifying application of the refund to the contract holder's account. The DP shall pay and be liable to AAS for any cost, penalties or damages arising out of DP's failure to timely pay or credit the cancellation refund. AAS shall refund to the DP only to the extent of the net rate remitted to AAS, as calculated pursuant to the cancellation provision in the MODERN AUTO PROTECTION contract.

- F. The DP agrees to maintain accurate books and records in the ordinary course of business documentation transactions regarding the MODERN AUTO PROTECTION program contracts and claims, as well as refunds.
- G. The DP shall maintain their books and recordkeeping relating to the MODERN AUTO PROTECTION program contracts processed and administered under the Agreement until the expiration of the last of the MODERN AUTO PROTECTION contracts administered by the DP, and for a period of not less than one (1) year thereafter, or such for a longer period as may be required by any state or federal statute, rule or regulation, or by the insurers on the MODERN AUTO PROTECTION contracts.
- H. AAS shall have the right, upon reasonable notice, to inspect, examine, copy and/or audit the books and records relating to the MODERN AUTO PROTECTION program and contracts, including claim files at reasonable times during normal business hours.

II. THE OBLIGATIONS OF AMERICAN AUTO SHIELD, LLC (MODERN AUTO PROTECTION Vehicle Service Contract Program)

- A. AAS shall act as the administrator and shall provide the following services to the extent necessary to enable the DP to offer and sell its MODERN AUTO PROTECTION vehicle service contract program and contracts.
 - 1. Educate, train and advise the DP and its representatives in the administration and marketing of the MODERN AUTO PROTECTION programs and contracts.
 - 2. Provide administrative forms, promotional and marketing displays, manuals, guidelines, rates, a toll-free phone number for contacting AAS and unexecuted electronic forms to enable the DP to sell and issue MODERN AUTO PROTECTION contracts.
 - 3. Select and approve, as well as make agreements with, repair facilities to honor claims for covered repairs under the MODERN AUTO PROTECTION program.
 - 4. Process valid MODERN AUTO PROTECTION contracts and contract remittances, transfers and cancellations, and verify that the MODERN AUTO PROTECTION contracts are valid and enforceable prior to the DP or the repair facility performing authorized and covered repairs.
- B. AAS shall acquire and maintain, on behalf of the MODERN AUTO PROTECTION vehicle service contract obligor, an insurance policy issued to the obligor that shall provide coverage, subject to the insurance carriers underwriting rules, for valid covered repairs submitted under the MODERN AUTO PROTECTION vehicle service contract.
- C. AAS shall review, adjust, and settle claims for covered repairs which are authorized by AAS under the MODERN AUTO PROTECTION program, and shall advise the DP or the repair facility as to the proper disposition of such claims. The DP, repair facility or contract holder, as is appropriate, shall then be reimbursed for the reasonable cost of covered repairs to the extent provided under the MODERN AUTO PROTECTION contract, insurance policy and this agreement. AAS shall have sole discretion regarding repairs to be made under the contract, including designating whether the repairs shall be made with new, used or remanufactured parts.

III. RELATIONSHIP OF DEALER (PRODUCER) TO AMERICAN AUTO SHIELD, LLC

Nothing in the Agreement shall be construed to constitute the DP as a partner, employee, or agent of AAS, including but not limited to, the receipt of funds from a MODERN AUTO PROTECTION contract holder out of the sale of a MODERN AUTO PROTECTION contract, it being intended that the DP is an independent contractor reasonable for its own actions. The DP shall in no manner obligate AAS to incur any expense or liability on behalf of AAS without the approval and consent of AAS. In no event shall AAS be responsible for any negligent or wrongful actions of the DP or any of its employees, including but not limited to misrepresentations concerning the terms of the MODERN AUTO PROTECTION contract.

IV. CONFIDENTIALITY

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

V. TERMINATION OF THE AGREEMENT

- A. The Agreement may be terminated at any time by written mutual consent of the parties hereto, or by either party without cause by written notice specifying the effective date of the termination, which shall not be less than thirty (30) days after notice is given.
- B. The Agreement may be terminated immediately by any party upon giving written notice for cause, which means a material breach of the Agreement, including but not limited to, failure to pay any amounts when due. In the event AAS is required to institute proceedings to collect any past due amounts, then DP shall be liable to AAS for all attorney's fees and costs incurred in connection with said proceedings and in enforcing any judgements.
- C. The Agreement shall terminate automatically, without prior notice, in the following events:
 - 1. Failure to submit any MODERN AUTO PROTECTION contracts within any consecutive ninety (90) day period.
 - 2. It has been determined that the MODERN AUTO PROTECTION contracts, the issuance of the MODERN AUTO PROTECTION contracts, or the performance of any of the duties and responsibilities under the Agreement are in violation of any federal or state laws or regulations, and such violations cannot be cured.
 - 3. DP or AAS ceases to do business, becomes insolvent, is unable to pay debts as they mature, makes an assignment for the benefit of creditors, or enters bankruptcy, receivership, liquidation, or other similar proceedings. The date of occurrence of this event shall become the official termination date of the Agreement.
- D. The termination of the Agreement shall not affect the obligations of either party with respect to the obligations arising prior to the actual effective date of termination.

VI. MISCELLANEOUS PROVISIONS

- A. The Agreement shall, in all respects, be deemed to be made, interpreted, enforced and governed by the laws of the State of Colorado, without reference to its conflict of laws. In the event of any dispute concerning the Agreement, each party consents and submits to personal jurisdiction and venue exclusively in any state or federal court having its location in Jefferson County, Colorado.

- B. The Agreement shall be binding upon parties listed below, and their respective successors, heirs and assigns. No party may assign the Agreement, or any of its rights or obligations under the Agreement, without prior written consent of the other party.
- C. The Agreement is the complete and entire agreement between the parties listed below, and supersedes all previous agreements, negotiations or understandings, written or oral, between the parties listed below.
- D. The Agreement may be modified, amended or supplemented only by a written notification by a duly authorized officer of the parties listed below.
- E. No term or provision of the Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver, consent or excuse is in writing, and signed by an authorized officer of the parties listed below. A waiver by a party of any breach or default by any party to the Agreement shall not constitute a continuing waiver, or a waiver of any subsequent breach or default hereunder by the other party.
- F. The DP, only on its own behalf, and AAS, only on its own behalf, agree, covenant, represent, and warrant to the other:
 - 1. It has the power and authority to enter into the Agreement, it is a binding obligation, and the terms thereof do not violate, and are not in breach of, any other agreement, contract, governmental statute, rules, regulations, or court orders.
 - 2. It is validly organized and in good standing under the laws of its state of organization.
- G. Each party listed below acknowledges that:
 - 1. The Agreement is made and executed without reliance upon any statement, warranty, or representation of the other party, its agent(s) or representative(s) which is not expressly contained in the Agreement, and that each party has conducted whatever due diligence investigation it has deemed appropriate.
 - 2. It has completely reviewed the Agreement, and has read and understands its terms and provisions.
 - 3. It is entering into the Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties have executed this agreement as seen below:

American Auto Shield, LLC (Administrator)

By: _____
(Title)

Date: _____

Signature

(Official Corporate Dealership Name): _____

By: _____
(Title)

Date: _____

Signature

— Please complete the attached W-9 Form —

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.