

THIS DEALER AGREEMENT (this "Agreement") effective this _____ day of _____, 200__ by and between Safe-Guard Products International, LLC, a Georgia limited liability company ("Safe-Guard") and the undersigned company, firm or individual at the address below ("Dealer").

WHEREAS Safe-Guard provides 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 an agreement of which terms that include, but are not limited to, the type and amount of protection that is warranted upon purchase of the respective Product, the length in time of such protection, the limitations of such protection and the manner in which a claim must be made (each a "Product Agreement"); 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; and

WHEREAS the Dealer agrees to remit to Safe-Guard, upon the sale of each Product to a customer, an amount to be determined 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:

- Follow the instructions and procedures set out from time to time in the Program Materials from Safe-Guard and to use only those Program Materials, products and chemicals supplied by Safe-Guard and/or its representatives;
- 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 (a) Dealer's use of any materials, products, or chemicals not provided by Safe-Guard or its representatives, (b) Dealer's improper application or use of any materials, products or chemicals provided by Safe-Guard or its representatives, (c) Dealer's failure to properly and timely report to Safe-Guard the sale of any Product, (d) any violation by Dealer, its employees, agents and representatives of any statutes, regulations, rules or laws related to the sale of such Products to consumers, and (e) Dealer's failure to use the then-current version of a Product Agreement;
- 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;
- Issue a Product Agreement for each Safe-Guard Product sold by the Dealer;
- Submit documentation no later than the 15th 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 to equal 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 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305 as directed by its underwriters, per the terms of any policy in place. Safe-Guard and the insurers of its Products shall have no obligation or liability for any Products 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 Safe-Guard Agreements;
- 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;
- 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;
- 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
- Only use the most current version of the Product Agreement, as communicated by Safe-Guard.

SAFE-GUARD AGREES TO:

- 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;
- 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;
- Obtain, negotiate and maintain any underwriting agreements related to Product claims as deemed necessary by Safe-Guard in its sole discretion;
- Make available to the Dealer the Product Agreements, as well as any other forms and supplies deemed necessary by Safe-Guard to market the Products; and
- Provide the Dealer with confirmation as necessary of the registration of any Customer and the respective Product purchased by Customer.

DEALER AND SAFE-GUARD MUTUALLY AGREE THAT:

- This Agreement may be terminated at any time by either party upon thirty (30) days written notice, or immediately for cause upon written notice. 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.
- Notwithstanding any other statement to the contrary in this Agreement, the following obligations shall survive any termination of this Agreement:
 - 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;
 - Dealer's indemnification obligations described herein; and
 - 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.
- No change or addition to this Agreement is valid or binding upon either party unless agreed to in writing and signed by all parties hereto. This Agreement contains the total understanding between Dealer and Safe-Guard and supercedes all previous oral or written agreements. This Agreement may not be assigned by Dealer without prior written approval by Safe-Guard.
- 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 of such amount received or retained by such party whether prior to or subsequent to the termination of this Agreement.
- 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.
- 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.

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

SAFE-GUARD PRODUCTS INTERNATIONAL, LLC • 3500 Piedmont Road NE, Suite 400, Atlanta, Georgia 30305 • 800-742-7896

Signed: _____ Title: _____

DEALER: _____ Franchises Sold: _____

Signed: _____ Print Name: _____

Title: _____ Address: _____

City: _____ State: _____ ZIP: _____ Email _____

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.

THEFT PROTECTION

- Auto
- Motorcycle/Powersport
- RV/Trailer
- Boat
- Etch/Stencil
- Safe-Parts/Labels

TIRE & WHEEL

- Auto
- Motorcycle/Powersport
- RV/Trailer

ROADSIDE ASSISTANCE

- Auto
- Motorcycle/Powersport
- RV/Trailer

GAP

- Auto
- Motorcycle/Powersport
- RV/Trailer
- Boat

LEASE WEAR & TEAR

- ULTIMATE VEHICLE PROTECTION**

ALERT

- SAFE-SHIELD APPEARANCE PROTECTION**
- PREPAID MAINTENANCE**
- ID THEFT PROTECTION**
- KEY REPLACEMENT**
- VEHICLE SERVICE CONTRACT**