



Dealer Agreement

THIS DEALER AGREEMENT is made this _____ day of _____, 20____ (“Effective Date”) by and between American Guardian Warranty Services, Inc., an Illinois corporation, American Guardian Warranty Services of Florida, Inc., a Florida corporation, American Guardian Warranty Services of Wisconsin, Inc., an Illinois corporation (hereinafter individually or collectively “AGWS”) and the undersigned entity outlined below and on the Dealer Information Sheet attached hereto (“Dealer”). AGWS and Dealer shall be collectively referred to herein as the “Parties”.

WHEREAS, AGWS provides aftermarket products primarily used in the automotive, marine, heavy duty truck and bus and recreational vehicle industries that include, without limitation, vehicle service contracts, debt cancellation contracts, limited warranties and ancillary protection; and

WHEREAS, Each product is accompanied by a “Contract” which terms include, without limitation, the type and amount of protection that is provided, the term of protection, the limitations of protection, and the manner in which a claim must be made; and

WHEREAS, AGWS has developed proprietary programs which enable automotive, marine, heavy duty truck and bus and recreational vehicle dealers to provide such Contracts for sale to its “Customers” (“Program(s)”);

WHEREAS, the Dealer desires to offer one or more of the Programs to its Customers;

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.

1. Obligations of AGWS

- a. AGWS shall administer and investigate claims for each Contract sold by the Dealer and for which the Dealer has properly reported and paid AGWS.
- b. AGWS shall obtain and maintain any underwriting agreements including relevant insurer agreements related to the Programs.
- c. AGWS shall provide to the Dealer the Contracts, as well as any other forms, supplies and reasonable marketing materials deemed necessary by AGWS to market the Programs.
- d. At the written request of Dealer, AGWS shall provide the Dealer with system access to AGWS’ electronic rating menu and contract look up feature.

2. Obligations of Dealer

- a. Dealer agrees to use its best efforts to market and sell the Programs in accordance with the terms, policies and manuals associated with the Programs. Dealer shall only offer a Customer a Program on the most current Contract approved by AGWS. Each Program shall only be marketed in accordance with and subject to the AGWS policies, manuals, rules, regulations and fees in effect at the time such Contract is sold. AGWS may at any time revise its policies, manuals, rules, regulations and fees. Dealer’s failure to follow any AGWS policy, manual, rule, regulation or fee schedule shall relieve AGWS of any obligation created under this Agreement. Dealer has no authority to alter or change any AGWS policy, manual, rule, regulation or fee.
- b. Dealer acknowledges that the Programs including, without limitation, all trade names, promotional materials, Contracts, forms and procedures associated therewith, have been developed at a great effort and expense by AGWS and constitute the proprietary property of AGWS. Dealer agrees that it shall use the Programs and all materials associated therewith only during the time this Dealer Agreement is in effect and only for the purposes of the Programs. In the event of termination of this Agreement, Dealer shall return all unused Program materials to AGWS.
- c. The Dealer shall, following the sale by Dealer of each Program and/or Contract, retain as its fee the purchase price of the Contract less the “Net Dealer Cost” as set forth in the rate manuals provided to Dealer by AGWS, and shall remit to AGWS the full amount of the Net Dealer Cost. The Net Dealer Cost and Contract shall be submitted to AGWS no later than the 15th day of the calendar month for business written and/or sold during the previous calendar month. AGWS and the insurers of its Programs shall have no obligation or liability for any Contract not timely remitted to it with the appropriate Net Dealer Cost. Dealer’s failure to remit AGWS Contracts in a timely manner may, at the sole discretion of AGWS, result in the application of late fees or rejection of the Contract.
- d. Until the Net Dealer Cost is submitted to AGWS, the Dealer shall hold the proceeds of each Contract sale in a fiduciary capacity as trustee for AGWS and the Program insurer and under conditions satisfactory to AGWS and the insurer.
- e. Dealer acknowledges and agrees that certain Contracts may be cancellable by the Contract purchaser, AGWS or the lienholder. Dealer shall follow the AGWS Program policies, manuals, rules and regulations related to any such cancellation.
- f. Dealer agrees that it shall maintain accurate books and records related to transactions under the Programs including, without limitation, records of Contracts written or sold, payments received and remitted by Dealers, and claims made. Dealer agrees that its shall make available to AGWS, during regular business hours and with reasonable notice, for the purpose of inspection and copying, any books, records or other documents relating to a Program.
- g. Dealer shall provide repair services (where Dealer has a capable repair facility or servicer) on vehicles covered by Contracts. All such repairs shall be conducted in accordance with the AGWS claims manuals and policies. Dealer shall monitor its Contract and claims submissions to ensure that no fraudulent Contracts or claims are submitted to AGWS. Dealer further agrees that if the incurred loss ratio calculated by AGWS for Contracts sold by Dealer exceeds 100% for any calendar year, AGWS has the right to limit reimbursement amounts to factory flat rates manual for labor and manufacturer’s suggested retail price less twenty percent (20%) for parts reimbursement.
- h. Dealer agrees to indemnify, defend and hold harmless AGWS, 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 acts or omissions of the Dealer or its employees or agents including, without limitation, negligent acts, intentionally wrongful acts, claims of misrepresentation, fraud, breach of this Agreement, violations of any AGWS policy or manual, or those made pursuant to any consumer protection statute and any other statute, regulation, rule or law related to the sale of the Programs to consumers.
- i. Dealer agrees to collect and remit all applicable taxes to the appropriate governmental agency. It is agreed that AGWS is not responsible for collecting, remitting or filing taxes associated with the sale of Contracts.
- j. Dealer agrees not to solicit a Program in those states where the sale of such Program is prohibited by AGWS or operation of law.

3. Dealer and AGWS Mutual Obligations.

- a. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice, or immediately for cause upon written notice. Unless terminated as provided herein, this Agreement shall remain in full force and effect. The termination of this Agreement by either party shall not relieve either party of their responsibilities and obligations with regard to Contracts issued prior to the effective date of termination; however, Dealer shall not sell or solicit any AGWS Program after the effective date of termination.
- b. In the event of the cancellation of a Contract, the refund shall be made in compliance with the AGWS policies manuals, rules or by operation of law. Except as outlined in the AGWS cancellation policies, manuals and the Contract, all applicable fees received by AGWS and Dealer in connection with a Contract shall be refunded pro rata, as determined by AGWS, to the Contract holder. Dealer agrees to hold any refund monies in trust and fiduciary capacity for the benefit of AGWS and the Contract holder.
- c. This agreement shall in all respects be deemed to be made, interpreted, enforced and governed by the laws of the state of Illinois, without reference to its conflicts of law principles. All suits in law or equity with respect to this agreement, including without limitation its formation, shall be litigated exclusively in the state court located in DuPage County, Illinois. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive, thereby precluding the possibility of any litigation between the parties with respect to this agreement in any jurisdiction other than Illinois. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrines or to object to venue with respect to any proceeding brought in accordance with or to enforce this paragraph. Each party stipulates that the State of Illinois shall have *in personam jurisdiction* over it for the purpose of litigating any dispute.
- d. The prevailing party in any litigation in connection with this Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including, without limitation, reasonable attorney’s and paralegal fees and costs incurred by such party in connection with any such litigation.
- e. Nothing in this Agreement shall be construed to constitute AGWS as the partner, employee or agent of the Dealer, or the Dealer as partner, employee, or agent of AGWS, it being intended that AGWS is an independent contractor responsible only for its own actions. The Dealer shall in no manner obligate AGWS, or incur any expense or liability on behalf of AGWS without AGWS’s consent.
- f. This Agreement shall be binding upon the Parties hereto, and their respective successors, heirs and assigns. Dealer shall not assign any of its rights or obligations under this Agreement without the prior written consent of AGWS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This Agreement is the entire Agreement between the Parties, and supersedes any and all previous agreements, negotiations or understandings, written or oral between the Parties. This Agreement may only be modified, amended or supplemented by a writing executed by all Parties. Dealer and the individual signing this Agreement warrant that the signer is authorized to bind Dealer under this Agreement.
- g. No term or provision of this 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 the Parties hereto. All notices required to be given hereunder shall be deemed to have been duly given by mailing the notice, with proof of delivery, to the principal place of business of AGWS or Dealer.
- h. 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.

<u>Auto</u>		<u>Recreational Vehicle/Travel Trailer</u>	<u>Marine</u>	<u>Commercial Truck and Bus</u>
Vehicle Service Contract	3/3 Limited Warranty	Vehicle Service Contract	Vehicle Service Contract	Vehicle Service Contract
Tire & Wheel	Drivers Armor Ancillary	Tire & Wheel	Dealer No Charge Back	
GAP	Drivers Armor Used Car Certified	GAP		<u>Powersports</u>
Dealer Certified/Lifetime Powertrain Certified	Dealer No Charge Back	Dealer No Charge Back		Vehicle Service Contract

Disclaimer: I hereby acknowledge, agree and understand the AGWS policies, rules, regulations and manuals associated with all the Programs selected above. IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

AGWS: _____ Dealership Name: _____
 By: _____ By: _____
 Printed Name: _____ Printed Name: _____
 Its: _____ Its: _____

New Account Data Sheet



General Information

Dealership Legal Name _____

D/B/A (if applicable) _____

Type of Entity Corporation Limited Liability Company Sole Proprietorship Other _____

Principal Place of Business _____

Dealer Group Name (if applicable) _____

Franchise Yes No (If yes, please list) _____

Federal Tax ID or Social Security Number (sole proprietorship) _____

Phone Number _____ Fax _____

Dealer Principal Name _____ Email _____

General Manager Name _____ Email _____

F&I Manager Name _____ Email _____

Electronic Access What staff needs access to our Dealer Access Portal?

Title	Permission Options (check all that apply)	Contact	Phone	Email
_____	Backoffice Service F&I All F&I No Mark-Ups	_____	_____	_____
_____	Backoffice Service F&I All F&I No Mark-Ups	_____	_____	_____
_____	Backoffice Service F&I All F&I No Mark-Ups	_____	_____	_____
_____	Backoffice Service F&I All F&I No Mark-Ups	_____	_____	_____

DMS System Used: _____ Menu Software Used: _____

Service Department

Does dealer have a service facility? Yes No (If yes, please complete information below)

Hourly Labor Rate _____ Labor Tax% _____ Parts Tax% _____ Parts Mark Up% _____ Labor Reimbursement Manual: Motors Mitchell Alldata

Service Contact Name _____

Phone Number _____ Fax Number _____ Email _____

Does dealer offer appearance and/or ancillary coverage? Yes No

Preferred PDR Technician Name _____ Email _____

Address _____ Phone Number _____

Preferred Detail Provider Name _____ Email _____

Address _____ Phone Number _____

Preferred Wheel Appearance Provider Name _____ Email _____

Address _____ Phone Number _____

Representative Information

Dealer Signature _____ AGWS Representative/Company Name _____

Print Name _____ AGWS Representative Phone _____

Date _____ AGWS Representative Email _____



Electronic Funds Transfer (EFT) Authorization

American Guardian Warranty Services, Inc.
4450 Weaver Parkway, Warrenville, IL 60555

Is this a **New** or **Replacement** template? (Circle One)

Dealer Code or Payee Number: _____

Account Holder

Name: _____

Address: _____

City: _____ State: _____

Zip _____ Phone: _____

Email: _____

Financial Institution

Name: _____

ABA Routing Number (must be 9 digits)

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Checking Account Number

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I authorize American Guardian Warranty Services, Inc. (AGWS) to initiate credit and debit entries to the bank account held at the financial institution listed above and to credit or debit funds to/from such account. I authorize AGWS to create and maintain an ACH template using the bank account details listed above.

It is understood that debit entries will only be initiated by AGWS upon receipt of written/email instructions from a representative of the account holder and that credit entries can be initiated without prior written instruction. This authority will remain in effect until AGWS has received a written request for cancellation from a representative of the account holder. AGWS will act on a cancellation request in a commercially reasonable time frame.

I am an authorized signer for the named account and authorized to act on behalf of the account holder.

Signed: _____ Dated: _____

Printed Name and Title: _____

Questions: Please contact Accounts Receivable at (800) 579-2233 Ext. 4192

Please include a voided check with your completed form and send them to:
Accounts Receivable by **FAX**: (630) 534-7192 or by **EMAIL**: AR@AGWSInc.com

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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 for Part II, later.

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. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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-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, later.