

## **GOLD STANDARD AUTOMOTIVE NETWORK DEALERSHIP AGREEMENT AND APPLICATION**

THIS AGREEMENT is by and between Gold Standard Automotive Network, ("GSAN") Utah corporation, and \_\_\_\_\_, a \_\_\_\_\_ corporation with their principal offices located at \_\_\_\_\_ (individually and collectively with their affiliated entities, ("Dealer").

WHEREAS, the Dealer desires to perform the requirements set forth herein as well as follow the requirements of the Program;

NOW THEREFORE, in consideration of the recitals, promises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GSAN and the Dealer desires to offer one or more of GSAN's Products to its motor vehicle Purchasers ("Purchasers") and GSAN desires to appoint the Dealer as a sales representative for such Products, all in accordance with the terms and conditions of this Agreement. As used herein, "Product" means any of the Maintenance or Maintenance / Vehicle Service Contract, GAP, or other programs offered by GSAN to a Dealer. GSAN hereby authorizes the Dealer to offer and sell GSAN Products to Dealer's Purchasers within the States where filed and approved. The Dealer agrees each Product shall be sold only on an eligible vehicle as defined within the GSAN Product(s) Contract in accordance with GSAN rules, regulations, terms and pricing in effect at the time of sale. The Dealer agrees to report all sales and make payment on sold Products by the 15th of the following month. The Dealer agrees that prior to the sale of any vehicle being sold with a GSAN Product, that the vehicle has been inspected and that the Dealer has repaired or fixed any defects found or made repairs required and certifies that the vehicle is in good working mechanical condition, unless otherwise specified in this agreement.

1. The Dealer has no right to use the logo or trademarks of either the insurer or GSAN under this agreement without specific permission to do in writing. The Dealer may use approved GSAN brochures.
2. GSAN reserves the right to change Product coverage, rules, regulations, terms and pricing. The Dealer will be notified of these changes and shall promptly make the changes as required. The insurer may also make changes and the Dealer will be notified should such changes occur.
3. The Dealer shall not change, modify, alter or waive any terms on the Product agreement and have no authority to modify or waive any terms within the GSAN Product or make representations on coverage or benefits provided. Nor, may the dealer modify or change the contractual obligations of the insurance carrier. Should such change occur, or representations made result in a loss that is otherwise not covered, it will be the Dealers obligation to make repairs or pay for loss incurred, including any legal fees or court costs.
4. The Dealer shall remit to GSAN all funds due to the GSAN on each sale within fifteen days (15) days following the end of the month in which the Product was sold. Any additional monies that are otherwise owed by the Dealer shall be due immediately upon the Dealer's receipt of a billing for such from GSAN. Should a Dealer fail to remit funds within the required time frame, they may become liable for the payment of any or all claims, including legal fees, court costs or judgments rendered. It is understood that the insurer has the right, but may not elect to collect from the dealer any outstanding funds owed to GSAN.
5. The Dealer shall promptly refund to the Purchaser, all funds owed in the event of a cancelation, including compensation received by the Dealer. A cancelation fee may be made by GSAN as allowed by State law.



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P.O. Box 260 • Draper, UT 84020

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6. It is understood and agreed that should the Dealer provide repair services that includes a covered benefit under a GSAN Product, they must first obtain approval for any such work prior to starting repairs. Labor rates and parts costs shall conform to the local prevailing rate, not to exceed the amounts shown in the GSAN Product agreement. The Dealer agrees not to make a claim for repairs that were known prior to the time of sale, or on parts that were not damaged, or excluded in the Product agreement.
7. The Dealer shall remain responsible for performing the work in a reasonable, workman like manner and shall warrant the repairs for 12 months. GSAN is not responsible for work done in an unacceptable manner.
8. The Dealer is required to fully inform all Purchasers about the Program terms, conditions, limitations and exclusions as outlined within the Product terms.
9. GSAN may change the rate to the Dealer; GSAN will communicate any such change to the Dealer. Any change so made would take place thirty (30) days after notice. If the Dealer fails to properly remit funds to GSAN as required, then the Dealer shall be liable for all costs and expenses of GSAN resulting from the Dealer's failure to remit such funds. The Dealer agrees that failure of the Dealer to properly remit funds for any Contract issued by it shall constitute a material breach of this Agreement.
10. The Dealer shall be responsible for any taxes imposed by law on the Dealer or transaction as a result of the sale of all or any part of the Program.
11. The Dealer further agrees that all funds received by the Dealer on the sale of GSAN Products shall be held in a fiduciary capacity and not intermingled with personal or other funds or used for personal or any other purpose whatsoever.
12. If any fees or any other amounts due to GSAN, or its agents or assigns, from the Dealer remain unpaid after thirty (30) days shall be deducted from any fees or other any amounts otherwise due to the Dealer. GSAN also reserves the right to offset any amounts due to the Dealer under this Agreement against any amounts due to the Dealer under this or any other agreements the Dealer.
13. GSAN may cancel any Contract in its sole discretion subject only to the terms of the Contract and applicable state law. The Dealer further agrees that the GSAN may decline or refuse to accept any Contract in its sole discretion subject only to the terms of the Contract and applicable state law.
14. The Dealer agrees to hold the GSAN, their respective agents, employees, successors and assigns free and harmless from any and all claims, actions, demands or liabilities (including but not limited to attorney's fees and other legal costs) of any type arising out of or resulting from (i) any act or failure to act by the Dealer (including but not limited to its agents and employees) which causes harm or damage to any person or property, (ii) any act related to the conduct of the Dealer business over which GSAN has no control (iii) any other claim arising out of or related to a Contract except to the extent that such claim relates to GSAN's failure to perform its obligations hereunder, or (iv) the Dealer's failure to comply with any and all applicable laws, rules, regulations and ordinances respecting the sales of Contracts.
15. That the Dealer shall bear all of its business expenses and marketing costs and shall not incur any expense or cost on behalf of the GSAN.
16. The Dealer agrees to keep GSAN's Confidential Information confidential. As used herein, "Confidential Information" means any and all information provided by the GSAN to the Dealer, which may include without limitation: information concerning the business and practices, rating information, policies and procedures, techniques, processes, equipment, software programs, financial information, pricing policies, contractual relationships and sales. Confidential Information does not include information that was in the public domain at the time it was disclosed to the Dealer or rightfully known by the Dealer prior to disclosure by the GSAN. The Dealer agrees to use the Confidential Information only for the purposes of fulfilling its obligations under the Program. The Dealer further agrees not to disclose, disseminate, publish, transfer or otherwise make available Confidential Information to third parties
17. The Dealer and all persons employed by Dealer to perform any activities authorized by this Agreement shall procure and maintain in good standing all licenses, permits, and certifications required under all applicable state and federal laws with respect to such activities.

18. The Dealer shall not use for any purpose other than as required by this Agreement, disclosure to any other person or entity the names, personal information, and other information concerning the subject matter of the Products without first affording GSAN with a reasonable opportunity to confirm that such use or disclosure complies with any applicable federal or state privacy laws.
19. The Dealer shall not engage in unlawful discrimination, misrepresentation, or any unfair trade practice pertaining to the Program that is prohibited by law.
20. GSAN Agrees:
  - a. To allow the Dealer to charge a reasonable mark-up above the Company's charged costs of the Contracts (the "Dealer Mark-up").
  - b. To arrange for the purchase of insurance covering the Company's obligation under any Program unless otherwise stated in the Contracts sold to Purchasers.
  - c. To furnish the Dealer with the form of the Contracts and other supplies approved by the Company necessary for the Dealer to implement the Program, all of which shall remain the property of the Company and shall be promptly returned to the Company by the Dealer in the event of the termination of this Agreement or upon demand of the Company.
  - d. To compute payment to the Dealer, if applicable, on all covered Contract claims at the customary retail labor rate for the time required. The Dealer understands that, in some cases, parts will be handled as outlined in the Product details.
  - e. For cancellations by the Purchaser, to refund to the Dealer (to enable the Dealer to return the funds to the Purchaser), the Company's portion due according to the terms agreed upon in the Purchaser's Contract under the applicable cancellation section, unless the cost is part of a finance agreement, in which case, the refund would be made to the Lender.
  - f. To inform the Dealer about the policies, procedures, risk management and marketing guidelines of the contractual liability insurer of the Company.
  - g. GSAN shall be solely responsible for administering and paying all benefits under the Products. The Dealer shall have no authority to adjudicate, settle, compromise, or pay any benefits under the Products. In the event a Customer attempts to make a claim under a Product directly with Dealer, the Dealer shall instruct the Customer to follow the claims reporting instructions set forth in the Product Form and shall provide all reasonable and necessary cooperation and assistance to the Customer.
21. This Agreement shall become effective as of the date specified in the Information Page. This Agreement may be terminated by either party by giving thirty (30) days' advance written notice to the other party. This Agreement may be terminated immediately for any of the following reasons: (a) the failure of the other party to cure any material breach of this Agreement committed by such party within thirty (30) days after written notice of the breach has been provided by the terminating party; (b) the filing of a voluntary or involuntary bankruptcy petition involving the other party, or the appointment of a receiver, conservator, supervisors, or similar official concerning the other party; or (c) the assignment by the other party of all or substantially all of its assets for the benefit of its creditors. The termination of this Agreement
22. Shall not affect or diminish the obligations of the parties under this Agreement with respect to Products sold prior to the termination date.
23. This Agreement shall be interpreted and enforced in accordance with the laws of UTAH, without reference to the conflicts of laws principles thereof. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Such arbitration shall be conducted before a three-person arbitration panel, and each arbitrator shall have experience in matters of property and casualty insurance or reinsurance. One arbitrator shall be chosen by Dealer, one by GSAN, and a third arbitrator, an umpire, shall be chosen by the appointed arbitrators. In the event that the arbitrators are not able to agree on the choice of the umpire, the appointment shall be left to the President of the American Arbitration Association, or its successor. Venue

for such arbitration shall be decided by the parties. If the parties cannot agree to where the arbitration will be conducted, then the arbitration panel will decide. The arbitration panel's award shall be in writing and shall set forth the findings and conclusions upon which it based the award. The prevailing party in any such arbitration shall be entitled to recover its reasonable attorney's fees, costs and expenses incurred in connection with the arbitration, as such is determined by the arbitration panel.

24. The Dealer shall at all times be considered an independent contractor, and nothing in this Agreement is intended or shall be construed to create an employment, joint venture, or partnership relationship between GSAN and Dealer or between GSAN and any of Dealer's employees, agents, and sub-contractors.
25. The failure by either party to exercise or enforce any of its rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right, or remedy.
26. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective lawful successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective lawful successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.
27. Neither this Agreement, nor any of the authority, rights, duties, obligations, liabilities afforded or created by this Agreement may be assigned or delegated by Dealer to any other person without a prior written consent of GSAN.
28. This written Agreement and the exhibits hereto constitute the entire agreement.
29. This Agreement and the Information Page may not be amended or modified except by written agreement signed by both of the parties hereto. This provision does not apply to the Program Terms which may be amended by GSAN, as provided in this Agreement.
30. If one or more provisions of this Agreement are held to be unenforceable under applicable laws, such provision shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

#### **EXHIBIT A**

This Exhibit A supplements those Dealer obligations contained in the attached GSAN Dealer Agreement ("Agreement"). In the event of a conflict between this Exhibit A and any other provisions contained in the Agreement, the provisions of this Exhibit A shall control. Terms used but not defined herein shall assume the meanings ascribed to them in the Agreement. The provisions of this Exhibit A shall survive the termination or expiration of the Agreement.

1. Market and sell only the Products preapproved by GSAN using the forms provided by GSAN.
2. Use only the marketing and advertising materials provided by or preapproved by GSAN.
3. Do not make any representations about benefits, coverages, or features, unless expressly set forth in the Product's terms and conditions.
4. Do not omit, add to, waive, discharge, extend, amend or otherwise modify and terms or conditions of any Product.
5. Comply with all applicable laws relating to all aspects of the Agreement and the Products offered pursuant hereto, including, but not limited to: (1) the marketing and sale of Products; (2) mandated timeframes for delivery of Product forms; (3) making Product terms and conditions available to consumers prior to purchase; and (4) timely refunding of the purchase price in the event of a proper cancellation by a Purchaser.
6. Comply with all lawful instructions and rules issued by GSAN relating to the Agreement or the Products offered pursuant hereto, including any and all instructions relating to licensing, registration or other authorization required of a governmental authority for Dealer to market and sell the Products.

7. With respect to refunds due to Purchasers for their proper cancellations of Products, follow the instructions and procedures detailed in the applicable Product's terms and conditions and follow such lawful instructions and procedures as may be provided in writing by GSAN from time-to-time.
8. Follow all instructions from GSAN regarding reporting and remittance of Product sales.
9. If instructed by GSAN, immediately cease offering the Products until instructed otherwise.
10. Upon termination or expiration of the Agreement, immediately cease offering the Products and coordinate with GSAN to resolve any requests from or disputes with Purchasers, including but not limited to refunds/cancellations.
11. If Dealer receives any request or inquiry from a governmental authority to conduct an audit or examination related to the Products sold pursuant to this Agreement, notify GSAN as soon as practicable, but not later than three (3) business days following the receipt thereof.
12. If Dealer receives any notice of commencement of any lawsuit, hearing, investigation, issuance of a cease and desist, or any other complaint related to the Products sold pursuant to this Agreement, notify GSAN within two (2) business days.



Seller / Name of Dealer: \_\_\_\_\_

DBA: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_ Website: \_\_\_\_\_

Dealership Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax #: \_\_\_\_\_

NAME AND EMAIL OF THE FOLLOWING:

Owner: \_\_\_\_\_

General Manager: \_\_\_\_\_

Accounting / Billing Dept: \_\_\_\_\_

F&I Manager: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

\_\_\_\_\_  
Dealer Authorized Signature

\_\_\_\_\_  
Date

*Anthony Timpson*  
\_\_\_\_\_  
Gold Standard Automotive Network, Inc.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Chief Sales Officer  
\_\_\_\_\_  
Title

# NO CHARGEBACKS AGREEMENT



This Amendment is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between Gold Standard Automotive Network Inc ("Administrator"), and \_\_\_\_\_  
\_\_\_\_\_ ("Seller").

The parties hereto have previously entered into an Administrator Agreement setting forth their rights and duties with respect to a Service Contract Program administered by Administrator.

**IN CONSIDERATION** of mutual agreements herein contained being kept and performed, Administrator agrees to allow the Seller to retain profits on canceled contracts, providing the following conditions are met:

1. (a) In the event of cancellation of an approved service contract by the purchaser after Ninety (90) days from its effective date, the amount of the refund by Administrator will be the full pro rata amount due to the purchaser, subject to 1 (d & e) below.  
**Contract must be paid in full within Sixty (60) days from contract inception. \*\*Initial \_\_\_\_\_\*\***  
(b) A refund due to a cancellation of an approved service contract within Ninety (90) days of its effective date will be shared by both the Seller and Administrator. Each party will pay their appropriate pro rata share of the refund. The Seller's pro rata share is based on the difference between the retail selling price and the Seller net cost due to the Administrator including surcharge.  
(c) All approved service contracts written on or after the effective date of this Addendum shall be subject to, and will be accounted for pursuant to, the terms herein but not sooner than 4/15/2019.  
(d) Administrator's responsibility to the Seller will not exceed the pro rata share of the refund based on the Seller's service contract profit and where applicable may NOT exceed the approved state filed rates.  
(e) The Maximum dollar amount of this "dealer no charge back (NCB)" program is up to a One Thousand Dollars (\$1,000) and applies to only the 3, 4, 5, 6 & 7 year power train, 10K, 10K Plus (Mechanical VSC), Extended plans (Bronze and Silver) and Exclusionary plans (Gold). Dealer Pass Through, Over Bill, Over Remit etc. are included in the One Thousand Dollars (\$1000) dealer's portion covered by Gold Standard Automotive Network.
2. This Agreement can be terminated by the Seller or Administrator at any time with 30 days written notice. Termination of this No-Chargeback Addendum will not be grounds for termination of the Administrator agreement. If this Agreement is terminated, all contracts written while this Addendum is in force will be subject to and accounted for pursuant to the terms herein.
3. Except as herein specified, all other terms and conditions of the Administrator Agreement, and any Addendum or amendment thereto, remain unchanged.
4. Any contract financed through Paylink, does not qualify for the No Charge Back program. Each party will pay their appropriate pro rata share of the refund. The Seller's pro rata share is based on the difference between the retail selling price and the Seller net cost due to the Administrator including surcharge.

**IN WITNESS WHEREOF**, the parties hereto have executed this Administrator Agreement Addendum, the day and year first written above.

## SELLER / DEALERSHIP:

Seller / Dealership Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## ADMINISTRATOR:

Gold Standard Automotive Network, Inc.  
P.O. Box 260  
Draper, UT 84020

By: Anthony Timpson  
Title: Chief Sales Officer



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