

## DEALER AGREEMENT: NEW DEALERS

Dealer		Federal Tax Number	Effective Date
Address		City	State
			ZIP
Telephone Number	Fax Number	Contact Name	Email Address

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

WHEREAS, the Dealer desires to perform as well as follow the requirements of the Program; and in Consideration of the recitals, promises and mutual covenants as outlined for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GSAN and the Dealer desires to enter this Agreement. The Dealer wishes 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.

1. GSAN hereby authorizes You to offer and sell GSAN Products to Your Purchasers within the States where filed and approved. You agree 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.
2. You have no right to use the logo or trademarks of either the insurer or GSAN under this agreement without specific permission to do in writing. You may use approved GSAN brochures.
3. GSAN reserves the right to change Product coverage, rules, regulations, terms and pricing. You 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. GSAN shall have no liability and the Dealer will indemnify, defend, and hold harmless GSAN with respect to any Product offered by the Dealer on a form, other than that provided to the Dealer by GSAN, or on a form no longer in use, or using a form that has been issued but does not meet the terms and conditions on the form, as outlined herein. You 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 You 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. You shall 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.
5. You shall 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.

6. You 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 You 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. A Dealer that is not current with the payments on sales made as detailed herein, will lose eligibility for the "no charge back" benefit should payments not be kept current as required. Any Dealer which has more than 120% or greater loss ratio or greater shall not be eligible for the "no charge back" program. Loss ratio is defined by taking total paid on your written earned fees compared to claims paid during the same period.
7. You shall promptly refund to the Purchaser, all funds owed in the event of a cancellation, including compensation received by You. A cancellation fee may be made by GSAN as allowed by State law.
8. It is understood and agreed that should You 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.
9. You 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.
10. You is required to fully inform all Purchasers about the Program terms, conditions, limitations and exclusions as outlined within the Product terms.
11. GSAN may change the rate to You; GSAN will communicate any such change to You. Any change so made would take place 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.
12. You shall be responsible for any taxes imposed by law on You or transaction as a result of the sale of all or any part of the Program.
13. You further agree that all funds received by You 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.
14. 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.
15. 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. 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. Should this Agreement terminate for any reason, the Dealer agrees to immediately cease offering the Products and work with GSAN to resolve any requests from disputes with Purchasers, including refunds/cancellations.
16. You agree to hold the GSAN, their respective agents, employees, successors 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 You (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 You 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 Your failure to comply with any and all applicable laws, rules, regulations and ordinances respecting the sales of Contracts. Should You receive notice of a lawsuit, hearing, investigation, issuance of a cease and desist order or any other complaint related to Products sold pursuant to this Agreement, You shall notify GSAN within 2 (two) business days.
17. You shall bear all of its business expenses and marketing costs and shall not incur any expense or cost on behalf of the GSAN.
18. You agree to keep GSAN's Confidential Information confidential. As used herein, "Confidential Information" means any and all information provided by the GSAN to You, 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 You or rightfully known by You prior to disclosure by the GSA. You agree to use the Confidential Information only for the purposes of fulfilling its obligations under the Program. You further agree not to disclose, disseminate, publish, transfer or otherwise make available Confidential Information to third parties
19. You and all persons employed by You 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.
  20. You 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 GSA with a reasonable opportunity to confirm that such use or disclosure complies with any applicable federal or state privacy laws.
  21. You shall not engage in unlawful discrimination, misrepresentation, or any unfair trade practice pertaining to the Program that is prohibited by law.
  22. GSA Agrees:
    - a. To allow You 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 You with the form of the Contracts and other supplies approved by the Company necessary for You to implement the Program, all of which shall remain the property of the Company and shall be promptly returned to the Company by You in the event of the termination of this Agreement or upon demand of the Company.
    - d. To compute payment to You, if applicable, on all covered Contract claims at the customary retail labor rate for the time required. You understand 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 hold You harmless from an expense (including attorney's fees), judgment, fine, and amount paid in settlement arising out of any action, suit or proceeding, whether civil, criminal administrative or investigative, in connection with the Product issued pursuant to this Agreement, which result from gross negligence, fraudulent or illegal acts on the part of the Company.
    - g. To inform You about the policies, procedures, risk management and marketing guidelines of the contractual liability insurer of the Company.
    - h. GSA shall be solely responsible for administering and paying all benefits under the Products. You 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, You 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.
  23. 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 shall not affect or diminish the obligations of the parties under this Agreement with respect to Products sold prior to the termination date.

24. 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.
25. You 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.
26. 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.
27. 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.
28. 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.
29. This written Agreement and the exhibits hereto constitute the entire agreement.
30. 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.
31. 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.

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

Dealer Authorized Signature	Date	 Gold Standard Automotive Network, Inc.
Printed Name		Anthony Timpson — Chief Sales Officer Printed Name

# DEALER PROFIT SHARING AGREEMENT ADDENDUM

Whereas the parties wish to add the following terms to the Dealer Agreement, in consideration of the agreements contained herein to be mutually kept and performed, the parties agree to the following.

1. Definitions:

**Accounts:** an internal Profit Sharing account established on **Company** books with an Effective Date as the dated signed on this Addendum under **Dealer's** name for the purpose of tracking and accounting for all **GSAN Vehicle Service Contracts (VSC)** sold under this **Addendum**.

**Calculation Period:** every 24 or 36 months (Dealer choice, as initialed in Section 6) from date signed by You.

**Dealer:** Signed and accepted by Gold Standard per normal **VSC DEALER AGREEMENT**.

**Loss Ratios:** the ratio of paid claims to earned premium on **VSC Contracts** sold by the **Dealer** from the date this Agreement became effective.

**Net Contracts:** the total number of **qualified contracts (VSC)** written and paid for by the **Dealer** during the calculation period, less any cancellations.

**Payment Date:** Dealer earned payment will be received within sixty (60) days from end of chosen cycle, provided the Dealer account is current with Gold Standard Automotive Network financially.

**Production Requirement:** the monthly number of **Qualified Contracts** sold under Exhibit B must average four (4) per month or a total of 96 **Qualified Contracts** sales on the two (2) year option and average four (4) per month or a total of 144 **Qualified Contracts** sales on three (3) year options net of any cancellations.

**Qualified Contracts:** GSAN VSC that are 3-7 year Powertrain and/or any 2-7 year 10K, 10K Plus, Bronze, Silver or Gold term.

2. Dealer:

- a. Agrees to the **Production Requirement** noted above.
- b. Agrees to the '**per qualified contract (VSC)**' written pay out dollars listed in section 3 of this Addendum, as selected in Section 6 for Payout Cycle.

3. Company:

- a. Agrees to pay the **Dealer** according to the following schedule:
  - \$300.00 per **qualified contract** (3 yr. payout cycle) IF, the **Loss Ratio** is under 74.99%  
\$200.00 if payout cycle is 2 yrs.
  - \$200.00 per **qualified contract** (3 yr. payout cycle) IF the **Loss Ratio** is between 75-99.99%  
\$100.00 if payout cycle is 2 yrs.
  - \$100.00 per **qualified contract** (3 yr. payout cycle) IF the **Loss Ratio** is between 100-110%  
\$50.00 if payout cycle is 2 yrs.
  - NO payment IF the **Dealer** is over 110% Loss Ratio.
- b. Has the right and agrees to only deduct the total **qualified contracts** written by the **Dealer** if the **qualified contract** is canceled by either its **Customer (name on contract)** or the **Dealer**.

4. Termination:

- a. This **Addendum** terminates automatically upon termination of the **Dealer Agreement**.
- b. This **Addendum** can be terminated by either party with thirty (30) days written prior notice.
- c. Upon termination, all payments as outlined in Section 3 cease immediately.

5. Authorized Payee Election:

- a. **Dealer** authorizes **Company** to pay all monies earned to the individual or individuals listed below.
- b. If **Payee** is an individual, **Dealer** acknowledges that **Payee** is an officer, principal or other general manager of **Dealer**.
- c. **Dealer** acknowledges that company is not responsible for withholding taxes and that **Company** will perform 1099 tax reporting to the IRS for amounts paid to payees under this **Addendum**.
- d. W-9 must match Payee name/information.

Payee Name: \_\_\_\_\_

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

SSN/FEIN: \_\_\_\_\_

Payee Name: \_\_\_\_\_

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

SSN/FEIN: \_\_\_\_\_

6. Payout Cycle (*cannot be changed during existing calculation period*):

2 Year Payout

*Initial*

3 Year Payout

*Initial*

In witness whereof the parties hereto have executed this Agreement as of the day and year first written above.

\_\_\_\_\_  
Dealer/Name w/DBA (Payee)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Gold Standard Automotive Network, Inc.  
*Administrator*

P.O. Box 260  
Draper, UT 84020

By: *Anthony Timpson*

Title: Chief Sales Officer

# DEALER BUSINESS PROTECTION ADDENDUM

GSAN has agreed to provide You with an incentive designed to help protect Your business and to generate additional sales for Your future business, Vehicle Replacement Benefit. To be eligible for this benefit, customer's contract must have been paid for, within 45 days of being entered into GSAN'S DAP system. You must maintain the requirements noted in the Dealer Agreement and will be subject to the specific terms as detailed below. **This is not a benefit that can be sold to the Customer and is effective on all sales that occur after 4/1/2020.**

1. The benefit as outlined will only be applicable on sales where the designated GSAN product is sold and remains active on the vehicle at the time of collision.
2. All VSC fees owed on recorded sales must have been remitted to GSAN as detailed in the Dealer agreement in order for You to receive this benefit.
3. GSAN will pay directly to the Dealer noted in this agreement, should Your customer under a GSAN VSC contract have a total loss resulting from a collision and must replace their vehicle, \$2,000 toward the down payment of a vehicle purchased from Your Dealership. The following are not collision losses: vehicles getting hit or damaged by a falling object, fire, theft, flooding, hail, windstorms. The Dealer must document that a total loss occurred and have the loss reported to Gold Standard within 45 days from the date the loss occurred. Also:
  - GSAN reserves the right to ask for ALL Total Loss documentation prior to reimbursement.
  - The purchase or lease of the replacement vehicle from the Dealership must be for an amount greater than the value prior to loss of the replaced vehicle.
  - The vehicle that has been totaled must be replaced at your Dealership.
  - Vehicles that are repairable but deemed by the customer as being totaled are not eligible for this Dealer plan.
  - The payment shall be made to the Dealer with the Customers and Dealers name on the check. The Dealer shall provide validation of the sale or lease before the check will be released.

# 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 Forty-Five (45) 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



# DEALER ENROLLMENT ADDENDUM

Application for Dealer Appointment:

1. Name of Dealership/DBA: \_\_\_\_\_  
Federal Taxpayers ID#: \_\_\_\_\_
2. Who is our Contact: \_\_\_\_\_  
Name, General Manager: \_\_\_\_\_  
Name, F&I Manager: \_\_\_\_\_
3. Please provide your Dealer's website address:  
\_\_\_\_\_
4. Do you carry E&O Coverage?  YES  NO  
*(If yes, please supply a certificate of insurance.)*
5. Are you required to be licensed to sell VSC agreements?  YES  NO  
*(If yes, please provide a copy of license.)*
6. Has your Dealership or any of its owners, officers, or partners been subject to any state regulatory bodies' disciplinary action?  YES  NO  
*(If yes, please explain in detail:)*  
\_\_\_\_\_  
\_\_\_\_\_

WE HEREBY DECLARE that the above statements are true and that I/WE have not misstated or misrepresented any material facts.

Print Name: \_\_\_\_\_

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

Signature of officer, owner or partner of the above Dealership:

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



GOLD STANDARD AUTOMOTIVE NETWORK

P.O. Box 260 • Draper, UT 84020

801-963-GOLD or Toll-Free 833-852-GOLD

[GoldStandardAutomotive.com](http://GoldStandardAutomotive.com)