

DEALERSHIP SIGN-UP PACKET

PLEASE FILL OUT THIS PACKET COMPLETELY & EMAIL TO: DEALERSERVICES@ENDURANCEDS.COM

Welcome to EDS – we're excited to have you on board!

At EDS, we're not just a provider; we're your committed partner in success. We're passionate about delivering industry-leading products and services that empower your growth and profitability.

We look forward to providing you and your customers with top-notch, value-driven vehicle protection plans, backed by the industry's finest claims processing and customer service.

FORMS & DOCUMENTS CHECKLIST:

- VSC Sales Agreement
- ValueMax Program Addendum
- Second Chance Program Addendum
- Dealership Information Profile
- PCRS System Set-Up
- Dealer Rate Adjustment Worksheet
- W9
- ACH Dealer Over Remit Authorization
- Sales Tax Certificate* (*if required*)

Be sure to include a complete set of forms/documents for each seller, rooftop and/or payee!

Thank you for partnering with us!





Vehicle Service Contract

DEALER VSC SALES AGREEMENT

This Service Contract Sales Agreement ("Agreement") is made this _____ day of _____, 20____, by and between Endurance Dealer Services, LLC with offices located at 400 Skokie Blvd., Suite 470, Northbrook, IL 60062 ("Company") and:

Dealership: _____

Address: _____

City: _____ State: _____ Zip Code: _____

RECITALS

Whereas, Dealer desires to sell Company's Extended Vehicle Service Contracts ("Contract"), in conjunction with its New and/or Used Vehicle Sales; and

Whereas, Dealer recognizes that Company has expertise in administering such contracts and desires to market Company's Contracts with retail vehicle sales; and

Whereas, the Company desires to assist the Dealer in the marketing and sale of Contracts;

Now Therefore, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

- The term "Program" means the VSC program sold and administered by Company. The Program shall be operated and administered as an administrator obligor Program in all states where permitted by law. However, the Program instead shall be operated and administered as a dealer obligor program in those states where required by law.
- The term "Contract" or "Contracts" refers to a vehicle service contract approved by Company and properly sold or provided by Dealer, incidental to and as a natural extension of its business of selling, leasing, or servicing vehicles.
- The term "Contract Holder" refers to the purchaser or proper recipient of a Contract.
- The term "Covered Repairs" refers to repairs, replacement, labor, materials, and any other services of the Dealer or the Company under the Contracts.
- The term "Repair Facility" means a person or entity in the business of repairing vehicles and that has agreed with the Company to honor claims for Covered Repairs under Contracts.
- The term "Qualified Unit" means a vehicle that satisfies all of the underwriting criteria and guidelines of the Program for coverage under a Contract.
- The term "Post Sale" refers to any Contract sold more than thirty (30) days after the Vehicle purchase date, and/or any Contract sold on any Vehicle not originally purchased through the issuing Dealer.

RESPONSIBILITIES OF COMPANY

- Company agrees to provide administrative forms, promotional displays, manuals, and unexecuted Contract forms to enable Dealer to offer Company's Contracts and perform Dealer's obligations as set forth herein; and
- Company agrees, upon proper notice, to verify that Contracts are valid and enforceable prior to Dealer or Repair Facility performing Covered Repairs. Dealer agrees that when Covered Repairs are provided by a Repair Facility, claim payments shall be paid directly to the Repair Facility or directly to a Contract Holder that has paid the Repair Facility directly, and Company shall have no liability to Dealer for such payments or any loss or damage caused by defective materials installed by, or the workmanship or negligence of, Repair Facility.
- Company shall review, adjust, investigate and settle claims submitted by or on behalf of Contract Holders under a Contract which are presented, verified, and approved by Company under the Program. Dealer, Repair Facility, or Contract Holder shall then be reimbursed for Covered Repairs to the extent provided for under the Contract that was purchased by the Contract Holder.
- Company, upon proper cancellation of a Contract, shall fulfill its obligations under the Contract and provide refund(s) of its portion of the unearned Contract premium, less cancellation fees, if any, and in accordance with all applicable state laws.
- Company shall maintain an insurance policy which will provide coverage for all proper claims submitted under the Program in all states where such insurance coverage is required by law.

- All Contracts will be subject to Company's right to reject a Contract or cancel a Contract because: (A) The vehicle was ineligible for coverage and/or term requested, or (B) Fraud in the Contract, or (C) Fraud in the use of the Contract, or (D) Incorrect or no fee remitted, or (E) the Contract does not meet underwriting guidelines as prescribed from time to time by Company.

DEALER OBLIGATIONS

- Dealer shall use its best efforts to sell or provide Contracts to its customers, and shall do so only on forms which have been approved and provided by Company. Each Contract shall be sold or provided only for a qualified unit and only in accordance with and subject to Company's Program guidelines, coverage, rules and fees indicated on Company's current rate card in effect at the time such Contract is sold or provided.
- Dealer agrees it shall not make any representations altering, varying, or contrary to the express provisions contained within the Contract. Company may at any time and in its sole discretion revise its Programs, coverage, rules and fees, and Dealer shall promptly conform to any such revisions. Company shall not be obligated to perform administrative services with respect to any Contract sold or provided by Dealer on a form which was not approved by Company or the use of which has been discontinued by Company or is otherwise sold or provided in violation of this Agreement. Dealer acknowledges that the Program has been developed by Company, and that Dealer has been authorized to use the Company and Program's trade names, promotional material, Contract forms and proprietary procedures associated with Company's Program only during the term of this Agreement. At the termination of this Agreement, Dealer shall return all such materials and Contract forms to Company and shall discontinue use of the Company and Program's trade names, promotional material, Contract forms, or proprietary procedures associated with Company's Program.
- Dealer shall fully inspect and, if necessary, correct or repair any mechanical malfunctions or undesirable conditions of the vehicle, complete any Contract application required by Company, and deliver a copy of the same to the customer. Dealer assumes responsibility for any vehicle defects existing at time of sale.
- Dealer shall, as promptly as possible following the sale or provision by Dealer of a Contract to a customer, but no later than thirty (30) days after such sale or provision, remit to Company the net dealer cost for such Contracts as set forth in the most recent dealer rate card provided to Dealer by Company. Neither Company nor insurance carrier shall have any obligation to Dealer or Contract Holder with respect to any Contract until Dealer has remitted to Company the full amount of net dealer cost.
- If a Contract is remitted to Company sixty (60) days or more from Contract issue date, Company reserves the right to notify Purchaser of risk of rejection due to non-payment of Contract and Dealer shall be liable for any claim initiated on said Contract prior to date funds are received by Company. Neither Company nor insurance carrier shall have any obligation to Dealer or Contract Holder with respect to any Contract until Dealer has remitted to Company the full amount of net dealer cost.
- If a Contract is remitted to Company ninety (90) days or more from Contract issue date, Company reserves the right to charge a late remittal fee of twenty-five dollars (\$25) for each Contract and Dealer shall be liable for any claim initiated on said Contract prior to date funds are received by Company. On the ninetieth (90th) day from Contract issue date, Company reserves the right to reject Contract and notify Purchaser, Lien Holder and Dealer of rejection of Contract due to non-payment.
- Dealer agrees to notify the Company and request authorization before making any repairs or replacements under the Program. The Company is not responsible for any repairs or replacements made without its prior authorization and the Dealer agrees that it shall be solely responsible for all such repairs or replacements.
- Dealer shall be reimbursed for Covered Repairs based on the retail labor rate and flat rate manual shown below and the Dealer's retail cost of replacement parts that are of like kind and quality. Dealer agrees to submit all claims for reimbursement within thirty (30) days after completion of repairs. For claims not submitted to Company within ninety (90) days from the date of repair, Company and the insurance carrier shall not have any obligation or liability with respect to such claims.
- Dealer agrees to sell vehicles in good working order.
- Dealer agrees to charge its internal rate for parts and labor required in connection with any repair or replacement made under a Contract which has been in force for thirty (30) days or less.
- Dealer agrees to unconditionally warrant all covered repairs for a period of not less than twelve months (365) days or twelve thousand (12,000) miles.
- Dealer shall not publish, reproduce, circulate or display any advertisement or other promotional or marketing materials related to the Company and its Contracts or other Programs, services or products, without the prior written approval of the Company. The Dealer shall not use the Company's name or logo or the Company's insurance carriers name or logo, including but not limited to in any press release, website, billboard or business card without the prior written approval of the Company or its insurance carrier.
- Company assumes no obligation for the workmanship, quality of repairs or replacement parts; or for any bodily injury or property damage caused directly or indirectly by failure or malfunction, or for any other obligation not specifically provided for in this Agreement or a Contract.
- Company may examine, at all reasonable times, at the place of business of the Dealer, the Dealer's books and records pertaining to the Program.
- Dealer agrees to comply with all federal, state, and local laws, rules, and regulations applicable to the Program and to Dealer's activities.
- Dealer shall hold harmless, indemnify and defend Company, its directors, officers, shareholders, employees, agents and assigns against all

claims, demands and actions for loss, liability, damage, cost and expenses (including attorneys' fees) caused by any act or omission of Dealer or its employees in the performance of this Agreement; violation of any applicable law or regulation; or which arise from any Program Contract sale or application which is not reported to Company as required under this Agreement.

- Dealer shall refund to the customer and/or lien holder, as its interest may appear, its portion of the unearned Contract premium, inclusive of any sales tax paid by the customer, in the event of cancellation of an in-force Contract and as is required by state law. Dealer shall retain and maintain documentation which satisfactorily demonstrates that refunds of unearned premium due to cancellation and have been made. Dealer is fully responsible for maintaining said forms of proof of refund payments made to consumers and shall make available to Company, its agents or assigns, such records within thirty (30) days of request by Company. Dealer is fully liable for any and all legal liabilities arising from failure to maintain or provide said proof of refunds as herein noted.

POST SALE UNDERWRITING GUIDELINES

- Dealer agrees to use approved Post Sale forms for all vehicle service Contracts sold more than fifteen (15) days after time of vehicle purchase date, and for all Vehicles not originally purchased through the issuing Dealer.
- Dealer agrees that all Post Sale Contracts will have a mandatory Waiting Period of thirty (30) days and one thousand (1,000) miles from the odometer reading and date of Contract purchase.
- Dealer agrees to fully inspect all vehicles prior to contract sale. If necessary, any and all mechanical or electrical malfunctions or undesirable conditions of the vehicle must be corrected or repaired prior to Contract sale.
- Vehicles with at least one (1) month and one thousand (1,000) miles remaining on the manufacturer's BASIC warranty, are not required to use Post Sale forms.

CANCELLATION

- This Agreement shall be effective on date first written above and shall continue in force until terminated by either party giving to the other not less than thirty (30) days prior written notice of such termination. Either party may terminate this Agreement immediately upon the discovery of fraud or material breach of the Agreement by the other party, its agents or employees. Termination for fraud or material breach shall be effective upon receipt of written notice by the non-terminating party. Termination of this Agreement shall not affect the responsibilities of either party on Contracts issued prior to the effective date of termination.
- Upon the effective date of termination of this Agreement, Dealer shall cease the sale of the Program and shall promptly remit all Contracts and Contract applications with payment and any other sums due Company. Dealer shall return to Company all forms, applications, brochures, supplies and other property furnished by Company to Dealer. Dealer shall continue to be liable for all refunds due to cancellations until all Program Contracts sold by Dealer prior to termination of the Agreement have expired.

MISCELLANEOUS

- This Agreement contains the entire agreement between the parties and supersedes all prior agreements either oral or written, between Dealer and Company, and may not be amended except in writing signed by both parties. The Dealer shall have no authority to make, alter, modify, waive, or discharge any terms or conditions of any Company administered Program or Contract, or any performance thereunder, or to waive any forfeiture, or to incur any liability on behalf of Company or its insurance carrier. Dealer shall immediately notify Company by mail of any lawsuit, regulatory inquiry, or complaint about the Program or a Contract.
- Dealer agrees that any controversy or claim between Company and Dealer arising out of or relating to this Agreement or the breach hereof will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.
- Dealer shall have no authority other than that expressly granted in this Agreement. Failure of Company to require strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver of any of the terms, conditions or limitations of this Agreement.
- Both Dealer and Company acknowledge that in connection with this Agreement each party (the "Recipient") may receive Confidential Information about or from the other party (the "Disclosing Party"), including information furnished before or after the date hereof, both oral and written information. "Confidential Information" as used herein, means, collectively and separately, all information or material relating to the Disclosing Party including information regarding the Disclosing Party's products, services or offerings; planned marketing or promotion of the Disclosing Party's products, services or offerings; the Disclosing Party's business strategies, policies or practices; all customer information, price lists and pricing policies; financial information; and information received from others that the Disclosing Party is obligated to treat as confidential. All Confidential Information provided by the Disclosing Party may not be disclosed by the Recipient, unless required by applicable law or legal process, and may only be used by the Recipient for the specific purposes described in this Agreement.
- This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois, without regard to its conflicts of law provisions.
- If any provision of this Agreement is ruled invalid under the laws of any jurisdiction in which the Program is conducted, this Agreement shall be deemed reformed to the extent necessary to comply with the minimum requirements of such law, but this Agreement shall remain valid and enforceable in all other respects.

- If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees from the non-prevailing party, which may be set by the court or arbitrator, as the case may be, in the same proceeding or in a separate proceeding brought for that purpose, in addition to any other relief to which that Party may be entitled.
- All notices required to be given under this Agreement must be given in writing and delivered either by hand, by certified mail, return receipt requested, postage pre-paid, or by FedEx® or other recognized overnight delivery service, all delivery charges pre-paid, and addressed to the other party at the addresses listed above.

In witness whereof, this Agreement has been executed by the duly authorized representatives of the parties on the date first set forth above.

DEALERSHIP

EDS

Dealer Principal Signature: _____

Management Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Federal Tax ID#: _____ State License#: _____

Retail Labor Rate: _____ Labor Time Guide Used: _____



ValueMax Program Addendum

TO VSC SALES AGREEMENT

PRODUCT SELECTION*

FOR FRANCHISE DEALERS:

ValueMax Essential

FOR INDEPENDENT DEALERS:

ValueMax Complete **OR** ValueMax

Post Sale Program

*Required

This ValueMax Program Addendum ("Addendum") to the Service Contract Sales Agreement is entered into on this ____ day of _____, 20____, by and between Endurance Dealer Services, LLC with offices located at 400 Skokie Blvd., Suite 470, Northbrook, IL 60062 ("Company") and:

Dealership ("Dealer"): _____

Address: _____

City: _____ State: _____ Zip Code: _____

RECITALS

Whereas, the parties hereto executed a Service Contract Sales Agreement ("Agreement") on ____ day of _____, 20 ____; and

Whereas, Dealer now desires to sell Company's ValueMax Program Extended Vehicle Service Contracts ("Contract"); and

Whereas, Dealer acknowledges ValueMax Program Contracts are not approved by Ford Motor Company or Toyota Motor Corporation;

Now Therefore, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree to add the following terms to the Agreement:

Dealer agrees to accurately and fully advise each and every prospective purchaser of a ValueMax, ValueMax Complete and/or ValueMax Essential Contract of the terms, coverage and provisions of the Contract, including but not limited to the Limit of Liability and Seals & Gaskets Coverage as listed for each Level on the Vehicle Service Contract.

WAITING PERIOD ELIGIBILITY

Mandatory Waiting Period On Vehicles With Over 120,000 Miles: A mandatory Waiting Period of thirty (30) days and one thousand (1,000) miles from the odometer reading and sale date of the Contract applies when Vehicle has greater than one hundred twenty thousand (120,000) miles at the time of Contract purchase, except for 3 and 6 month terms. All ValueMax Contracts sold after the sale of the Vehicle have with a mandatory Waiting Period of thirty (30) days and one thousand (1,000) miles from the odometer reading and date of Contract purchase.

LEVEL 1 COVERAGE (Not offered on ValueMax Essential)

LIMIT OF LIABILITY: Our Aggregate Limit of Liability for all pending and paid Claims for **Level 1 Coverage** shall not exceed the lesser of **NADA Rough Trade-In Value** at the time of Breakdown as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with the Breakdown) or: (1) a per Claim limit of one thousand two hundred (\$1,200) dollars and a two thousand five hundred (\$2,500) dollar Aggregate on all Contracts with three (3) or six (6) month terms; (2) a per Claim limit of two thousand four hundred (\$2,400) dollars and a five thousand (\$5,000) dollar Aggregate on all Contracts with twelve (12) or twenty-four (24) month terms.

3- OR 6-MONTH TERMS – DAY ONE COVERAGE: **Level 1 Coverage** begins on the Effective Date and Mileage and will expire on the Expiration Date or Mileage, whichever occurs first, as shown in the Declarations Section, and/or when the Limits of Liability for the Contract have been reached.

SEALS & GASKETS: On all listed components within **Level 1** are covered only when required to be replaced in connection with a covered repair. Leaking and/or failed Seals & Gaskets are not covered as standalone failures and/or repairs.

LEVEL 2 OR ESSENTIAL COVERAGE

LIMIT OF LIABILITY: Our aggregate Limit of Liability for all pending and paid Claims for **Level 2 Coverage** and **Essential Coverage** shall not exceed the lesser of **NADA Average Trade-In Value** at the time of Breakdown as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with the Breakdown) or ten thousand (\$10,000) dollars. Once a component has been repaired or replaced, there is no further Coverage for that component.

SEALS & GASKETS: Coverage is provided for the standalone failure of the cylinder head and intake manifold gaskets only. All other leaking and/or failed Seals & Gaskets are not covered as standalone failures and/or repairs and will be replaced only when required in connection with a covered repair. **(Seals & Gaskets coverage will expire when the Vehicle reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which Seals & Gaskets are covered only when required to be replaced in connection with a covered repair).**

LEVEL 3 COVERAGE (Not offered on ValueMax Essential)

LIMIT OF LIABILITY: Our aggregate limit of liability for all pending and paid Claims for **Level 3 Coverage** shall not exceed the **NADA Clean Trade-**

In Value at the time of Breakdown as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with the Breakdown). For Salvage/Rebuilt Vehicles, if the applicable surcharge has been paid, the Vehicle's value will be determined based on the **NADA Rough Trade-In Value** at time of repair or sixty (60%) percent of **NADA Clean Trade-In Value** – whichever is less.

SEALS & GASKETS: Coverage is provided for the standalone failure of the cylinder head and/or intake manifold gaskets only. All other leaking and/or failed Seals & Gaskets are not covered as standalone failures and/or repairs and will be replaced only when required in connection with a covered repair. **(Seals & Gaskets coverage will expire when the Vehicle reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which Seals & Gaskets are covered only when required to be replaced in connection with a covered repair).**

LEVEL 4 COVERAGE (Not offered on ValueMax Essential)

Limit of Liability: Our aggregate limit of liability for all pending and paid Claims for **Level 4 Coverage** shall not exceed the **NADA Clean Trade-In Value** at the time of Breakdown as determined by the NADA Used Car Guide (without consideration of or deduction for the cost of repairs associated with the Breakdown). **For Salvage/Rebuilt Vehicles, if the applicable surcharge has been paid, the Vehicle's value will be determined based on the NADA Rough Trade-In Value at time of repair or sixty (60%) percent of NADA Clean Trade-In Value – whichever is less.**

Seals & Gaskets: Coverage is provided for all parts or components, except those listed under Section VIII. "WHAT IS NOT COVERED", and less the Deductible amount in accordance with all terms and conditions of the Contract. **(Seals & Gaskets coverage will expire when the Vehicle reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which Seals & Gaskets are covered only when required to be replaced in connection with a covered repair).**

DEALER OBLIGATIONS

1. Dealer agrees to the following guidelines for the below Coverage Options:

Commercial Use Option (Not offered on Level 2): Available With Surcharge. Provides Coverage in accordance with the applicable terms of this Contract even when the Vehicle is utilized for a Commercial Use as defined in Section IV. "DEFINITIONS". This surcharge is mandatory as it applies. **This Option cannot be combined with the Unlimited Mileage terms.**

Salvage/Rebuilt Vehicle Coverage Option: Available With Surcharge. Provides coverage in accordance with the applicable terms of the Contract for a Vehicle that has ever had a Salvage or Rebuilt title. This surcharge is mandatory as it applies. **This Option is not available on any Vehicle that has been declared True Mileage Unknown (TMU), or has even been branded for flood, fire or saltwater damage.**

2. Dealer agrees to the following guidelines for **ValueMax Complete** Contracts:

Maintenance Benefits: All Maintenance services and/or replacement parts covered under the Maintenance Benefits section of the Contract require pre-authorization from the Administrator and must be performed by a Licensed Repair Facility.

POST SALE UNDERWRITING GUIDELINES

- Dealer agrees to use approved Post Sale forms for all Vehicle Service Contracts sold more than fifteen (15) days after time of Vehicle purchase date, and for all Vehicles not originally purchased through the issuing Dealer.
- Dealer agrees that all Post Sale Contracts will have a **mandatory Waiting Period of thirty (30) days and one thousand (1,000) miles from the odometer reading and date of Contract purchase.**
- Dealer agrees to fully inspect all Vehicles prior to Contract sale. If necessary, any and all mechanical or electrical malfunctions or undesirable conditions of the Vehicle must be corrected or repaired prior to Contract sale.
- Vehicles with at least one (1) month and one thousand (1,000) miles remaining on the manufacturer's BASIC warranty, are not required to use Post Sale forms.

UNLIMITED MILEAGE TERM/COMMERCIAL USE GUIDELINES

Unlimited Mileage terms are not available for Commercial Use vehicles, as defined in the Contract. If, at time of claim, the vehicle is found to be used for Commercial Use, the Contract will be rejected for ineligibility, any pending claims will be denied, and the entire Contract purchase price will be refunded according to the terms of the Contract. **Contracts with Unlimited Mileage terms are non-transferable.**

In witness whereof, this Agreement has been executed by the duly authorized representatives of the parties on the date first set forth above.

DEALERSHIP

Dealer Principal Signature: _____

Printed Name: _____

Date: _____

EDS

Management Signature: _____

Printed Name: _____

Date: _____



SECOND CHANCE

ECOMMERCE SALES PROGRAM

Addendum to DEALER VSC SALES AGREEMENT

This Addendum is entered into on this _____ day of _____, 20____, by and between Endurance Dealer Services, LLC with offices located at 400 Skokie Blvd., Suite 470, Northbrook, IL 60062 ("Company") and:

Dealership ("Dealer"): _____

Address: _____

City: _____ State: _____ Zip Code: _____

RECITALS

Whereas, the Dealer hereto has entered into an SPP Payment Plan Agreement ("Payment Plan Agreement") and SPP Program Agreement ("Program Agreement") with Service Payment Plan, Inc. ("SPP"), on _____ day of _____, 20____, which includes authorization to gain access to the following Dealer Management System ("DMS"): CDK DealerTrack Reynolds & Reynolds Tekion; and

Whereas, the parties hereto entered into a Vehicle Service Contract Sales Agreement ("Agreement") on _____ day of _____, 20____, and now wish to add the following Program and terms to the Agreement:

Whereas, Dealer desires the opportunity to utilize Company's Second Chance Program ("Program") to market Company's vehicle service contracts to customers of the Dealer 1) with expiring vehicle service contracts; 2) with expiring manufacturer's warranties; 3) who did not purchase a vehicle service contract at the time of vehicle sale; 4) who do not currently have a vehicle service contract but use the Dealer's service drive; or 5) from other customer segments as may be approved by Company; and

Whereas, the Company desires to provide said opportunity to Dealer subject to the parameters of this Addendum;

Now Therefore, in consideration of the promises and the mutual covenants herein contained, the parties hereto agree as follows.

1. Unless otherwise defined in this amendment, capitalized terms used in this Addendum will have the same meaning they do in the Agreement.
2. Subject to the terms and conditions of the Agreement, Dealer will use its best efforts to sell or provide Contracts to its customers 1) with expiring vehicle service contracts; 2) with expiring manufacturer's warranties; 3) who did not purchase a vehicle service contract at the time of vehicle sale; 4) who do not currently have a vehicle service contract but use the Dealer's service drive; or 5) from other customer segments as may be approved by Company.
3. Under this Program, Dealer will market only vehicle service contracts offered by Company. Vehicle service contracts which are offered by competitors of Company are not eligible to be offered under this Program, nor may Dealer use leads generated from this Program to offer products of competitors of Company.
4. Dealer will offer Contracts only for Qualified Units, as defined in the Agreement. All offers shall be in accordance with and subject to the Company's Program guidelines, coverage, rules, and fees, as set forth on the Company's rate card in effect at the time a Contract is sold.
5. Dealer will determine retail markup for each of the Company's vehicle service contracts which are sold as a result of this Program.
6. Dealer will be responsible for any payment plan fees as specified in the SPP Payment Plan Agreement, Exhibit C.

All other provisions of the Agreement shall remain in full force and effect.

In witness whereof, this Addendum has been executed by the duly authorized representatives of the parties on the date first set forth above.

DEALERSHIP

Dealer Principal Signature: _____

Printed Name: _____

Date: _____

ENDURANCE DS

Management Signature: _____

Printed Name: _____

Date: _____



Information Profile

DEALERSHIP/ DEALER GROUP*

*For multi-rooftop groups, please fill out a separate Dealer Information Profile for each location

DEALER NUMBER: <i>(Assigned by EDS)</i>
AGENCY NAME:
REPRESENTATIVE NAME:
PHONE NUMBER:

MARKETING COLLATERAL STARTER PACKAGE: <input type="radio"/> Ship to Dealer* <input type="radio"/> Agent will supply to Dealer

*Please allow 3-5 business days

DEALERSHIP INFORMATION STATE LICENSE NUMBER: _____

DEALERSHIP TYPE: <input type="radio"/> FRANCHISE <input type="radio"/> MULTI-ROOFTOP GROUP* <input type="radio"/> INDEPENDENT			YEARS IN BUSINESS:		
DEALERSHIP NAME:				DBA:	
DEALER PRINCIPAL:		AUTHORIZED SIGNER (1):		AUTHORIZED SIGNER (2):	
PHONE:		FAX:		EMAIL:	
ADDRESS:					
CITY:		STATE:	ZIP:	DEALER WEBSITE URL:	
FEDERAL TAX ID #:		ENTITY TYPE:		<input type="radio"/> CORP <input type="radio"/> LLC <input type="radio"/> PARTNERSHIP <input type="radio"/> SOLE PROPRIETOR	
BILLING CONTACT NAME:		BILLING PHONE:		INVOICE EMAIL:	

SALES INFORMATION

AVERAGE NUMBER OF UNITS SOLD PER MONTH: NEW _____ USED _____	AVERAGE AMOUNT SPENT RECONDITIONING PER UNIT: _____
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SYSTEM/MENU INTEGRATIONS

DEALER MANAGEMENT SYSTEM (DMS): <input type="checkbox"/> CDK <input type="checkbox"/> DEALERTRACK <input type="checkbox"/> REYNOLDS & REYNOLDS <input type="checkbox"/> OTHER:
E-RATING / MENU PROVIDER: <input type="radio"/> NO <input type="radio"/> YES – COMPANY NAME:

REPAIR FACILITY INFORMATION *(Mandatory if applicable)*

REPAIR FACILITY NAME:		LABOR RATE:	LABOR TAX: %	PART TAX: %
PHONE:	FAX:	EMAIL:		
ADDRESS:		CITY:	STATE:	ZIP:
SERVICE MANAGER NAME:	SERVICE MANAGER PHONE:	SERVICE MANAGER EMAIL:		

AGENCY INFORMATION

AGENCY NAME:		REPRESENTATIVE NAME:		
PHONE:	FAX:	EMAIL:		
ADDRESS:				
CITY:	STATE:	ZIP:	AGENT NUMBER: <i>(Assigned by EDS)</i>	



PCRS System

DEALER SET-UP

NOTE: Select only the products you wish to sell.
Additional products are available, please contact your EDS Representative for more details.

DEALERSHIP INFORMATION:

DEALERSHIP NAME:
CONTACT NAME:
PHONE:
EMAIL:

AVAILABLE VSC PRODUCTS/PROGRAMS

FOR FRANCHISE DEALERS

INSTALL:

Apex 3.0 – S/F¹ Approved

Apex EV 3.0 (Electric) – S/F¹ Approved

ValueMax Essential – NON-S/F¹ Approved

ADDITIONAL NON-S/F¹ APPROVED PRODUCTS:

Apex Unlimited Time

Post Sale Products

10/200 PTLW/Wrap

FOR INDEPENDENT DEALERS

INSTALL:

Apex 3.0

Apex EV 3.0 (Electric)

ValueMax Complete **OR** ValueMax

ADDITIONAL PRODUCTS:

Apex Unlimited Time

Post Sale Products

ValueMax Certified LW

ValueMax Essential*

*Cannot be combined with other ValueMax products

OTHER VSC PRODUCTS

NON-S/F¹ APPROVED PRODUCTS:

XCare EV – Tesla Only

Secure Care

10/200 PTLW/Wrap

Apex CU – Credit Unions Only

¹Sentinel/Ford

EDS will send each user log-in instructions and how-to information with PCRS user name/ password. Users signing in for the first time will be required to change their password.

USERS REQUIRING LOGIN CREDENTIALS

TITLE	FIRST NAME	LAST NAME	PHONE	EMAIL (required for access/updates):
Principal				
General Manager				
Sales Manager				
F&I Manager				
F&I Manager				
F&I Manager				
Accounts Payable				
OTHER:				
OTHER:				

ADDITIONAL INSTRUCTIONS/NOTES:



Dealer VSC

RATE ADJUSTMENT WORKSHEET

NOTE: it is the responsibility of the Dealer to verify all cost adjustments

FULLY EXECUTED W9 REQUIRED FOR EACH PAYEE

DEFINITIONS

Retail Markup: Dollar amount preset in system as F&I Markup. (Even if preset, Retail Markup can still be adjusted manually by Dealer).

Dealer Pack: Dollar amount added to Dealer Cost that will automatically be netted from the Process Register.

Dealer Over Remit: Dealer amount included in Dealer Remit and paid to Payee after Contract is funded (paid in full). W9 required.

DEALERSHIP INFORMATION

DEALERSHIP NAME:		DEALER NUMBER: <i>(Assigned by EDS)</i>		
ADDRESS:		CITY:	STATE:	ZIP:

VEHICLE SERVICE CONTRACT – RATE ADJUSTMENT BREAKDOWN

TYPE	Y/N	3 MONTH	6 MONTH	12 MONTH +
Retail Markup	<input type="radio"/> No <input type="radio"/> Yes - Amount:	\$	\$	\$
Dealer Pack	<input type="radio"/> No <input type="radio"/> Yes - Amount:	\$	\$	\$

Dealer Over Remit**	Y/N	3 MONTH	6 MONTH	12 MONTH +	W9
<input type="radio"/> No <input type="radio"/> Yes - Payee(s):					
1 PAYEE NAME:		\$	\$	\$	
2 PAYEE NAME:		\$	\$	\$	
3 PAYEE NAME:		\$	\$	\$	

****Additional Dealer Over Remit Information:** W9(s) required for all Dealer Over Remits. Over Remit checks are sent monthly to Payee, based on previous months' fully funded contracts. All Over Remits are subject to Chargebacks.

ADDITIONAL NOTES:

DEALER SIGNATURE REQUIRED:

Signature: _____

Printed Name: _____

Date: _____



Direct Deposit Authorization Agreement

ACH DEALER OVER REMIT

Company Name: _____

Commission Report Email: _____

EDS Agent/Management #: _____

I (we) hereby authorize Endurance Dealer Services LLC with offices located at 400 Skokie Blvd., Suite 470, Northbrook, IL 60062, hereinafter called "COMPANY", to initiate credit entries (and appropriate debit and adjustment entries), to my (our) Account indicated below at the depository financial institution named below, hereinafter called "DEPOSITORY". In the event that COMPANY erroneously deposits funds into my account, I authorize COMPANY to correct this error by debiting my account noted below for the amount not to exceed the amount of the erroneous credit. In the event that I owe COMPANY for negative commissions, COMPANY will debit my account accordingly. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

DEPOSITORY INFORMATION

Account Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		
DEPOSITORY NAME		
BRANCH	CITY	STATE
ROUTING NUMBER (ABA)*	ACCOUNT NUMBER	

***Please verify Routing number with your financial institution. Physical check and ACH Routing numbers may be different.**

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s): _____ Phone: _____

Date: _____ Signature: _____

YOUR DIRECT DEPOSIT ACH DEALER OVER REMIT CANNOT BE SETUP UNTIL ALL MANDATORY INFORMATION BELOW IS SUBMITTED BY EMAIL TO: DEALERSERVICES@ENDURANCEDS.COM

- Completed Direct Deposit ACH Form
 Copy of Voided Check
 Completed W9