



DEALER AGREEMENT

This Dealer Agreement ("Agreement") is between NWAN, Inc., (together with its affiliates, "NWAN") with offices located at 8370 Dow Circle West Strongsville, Ohio 44136, and the dealership(s) set forth in Schedule 1 ("Dealer").

1. SCHEDULES. The following schedules are made a part of this Agreement and incorporated herein if initialed by both NWAN and Dealer in the lower right corner:

- a. Schedule 1: Dealer Schedule
- b. Schedule 2: Goodwill Accrual
- c. Schedule 3: Dealer Designated Parties & No-Chargeback Fee

2. APPOINTMENT. NWAN appoints Dealer as an authorized representative of its various limited warranty, service contract, and other ancillary programs (each, a "Program"). Pursuant to this appointment, Dealer will not directly or indirectly solicit or hire any of NWAN's employees during the term of this Agreement or for a period of one year after termination or expiration of this Agreement. Dealer is an independent contractor and is not the legal representative or agent of NWAN. Dealer has no authority or power to bind NWAN, enter into contracts on NWAN's behalf, or create any express or implied obligations on NWAN's behalf. This Agreement does not create any type of joint venture, partnership, or employment relationship.

3. NWAN RESPONSIBILITIES.

a. NWAN will provide consumer contracts ("Contracts") for each Program that Dealer will offer to its customers ("Contract Holders") subject to the terms of this Agreement.

b. NWAN will provide customer service, claims processing, forms, documents, and accounting and administration services necessary to manage the Programs.

c. NWAN will review, adjudicate, and settle claims for repairs, replacement parts, labor, materials, and any other services or payment due to a Contract Holder under a Contract ("Contract Benefit") which are presented to NWAN as set forth in Section 7.

d. Notwithstanding the foregoing, if the Contracts provide for roadside assistance or motor club benefits, NWAN will select and make agreements with one or more providers in which a person, partnership, association, or corporation in the business of providing such benefits agrees to honor such claims. Claims for roadside assistance and motor club benefits will be administered and paid by NWAN's designated provider(s).

e. NWAN will protect the confidentiality, integrity, and security of personal information of Dealer and Contract Holders in NWAN's possession, custody, or control against unauthorized access, use, modification, disclosure, or other misuse in accordance with applicable industry practices.

f. NWAN may authorize other dealers to represent the Programs in its sole discretion.

4. DEALER RESPONSIBILITIES.

a. As an incidental and natural extension of its business of selling vehicles, Dealer will offer and issue Contracts under the Programs for which NWAN has an active dealer rate card on file. Dealer will only issue Contracts on forms provided by NWAN and all such Contracts will be administered by NWAN, or its designee. Dealer will not retain any other entity or person to administer the Contracts.

b. If Dealer offers one or more of NWAN's limited warranty Programs, then at the time a Contract is issued thereunder, Dealer will

inform the Contract Holder that the Contract is a promotional benefit only and has no cash value.

c. If Dealer represents one or more of NWAN's product limited warranty Programs, then Dealer will acquire the products through NWAN and offer the products for sale to its customers. Prior to issuing such a Contract under such a Program, Dealer will apply the product to the Contract Holder's vehicle in strict compliance with the manufacturer's instructions and inform the Contract Holder that the Contract is a promotional benefit only and has no cash value.

d. Dealer will abide by all of the guidelines and policies contained in the Contracts, claims guides, pricing guides, and other Program materials provided by NWAN. Dealer will inform all Contract Holders of the material terms of the Contract issued.

e. Dealer will not purport to make, alter, modify, or discharge any terms or conditions of the Contracts, or any performance thereunder, or to waive any forfeiture, or to incur any liability on NWAN's behalf. Dealer or its employees do not have the authority to authorize deviation from the terms and conditions of a Contract.

f. Dealer will conduct its business operations at all times in a manner that will reflect favorably on the good name of NWAN, the Programs and Contracts, and NWAN's other dealers and agents.

5. ISSUANCE & REMITTANCE.

a. Dealer will only offer and issue Contracts on qualified vehicles and only in accordance with and subject to NWAN's Programs, Contracts, coverage, rules, and fees set forth on the appropriate dealer rate card, which NWAN may update at any time in its sole discretion, provided that NWAN gives Dealer 30 days advance notice of such change. NWAN will not have any obligation to Dealer for Contracts written on ineligible vehicles. If Dealer remits a Contract written on an ineligible vehicle or outside of NWAN's Programs, coverage, rules, and fees, Dealer will indemnify, defend, hold NWAN harmless from, and promptly reimburse NWAN for any and all costs and expenses resulting therefrom, including, but not limited to, the costs of Contract Benefits.

b. Unless otherwise agreed in writing between the parties, Dealer will only issue Contracts at the time the covered vehicle is sold to the Contract Holder and NWAN will not have any obligation to Dealer for Contracts not sold contemporaneously with the sale of a vehicle. The foregoing requirement does not apply to prepaid maintenance contracts.

c. Notwithstanding any contrary provision in this Agreement, Dealer may sell any Expert Auto service contract (excluding Expert Auto Essential Standard and standalone Expert Auto Extreme Mobility) after the covered vehicle is sold to the Contract Holder, provided that: (a) the covered vehicle has less than 50,000 miles and is less than current plus 5 model years old at the time the Contract is sold; and (b) the term of the Contract is at least 12 months. The covered vehicle need not be within the manufacturer's comprehensive warranty at the time the Contract is sold.

d. Notwithstanding any contrary provision in this Agreement, Dealer may sell any Expert RV service contract after the covered vehicle is sold to the Contract Holder, provided that there is at least 1 day or 1

mile remaining on the manufacturer's warranty at the time the Contract is sold.

e. Dealer will only issue Contracts on the most recent version of the forms provided by NWAN and will return void or spoiled Contracts to NWAN. NWAN will not have any obligation to Dealer for Contracts written on: (1) forms not provided by NWAN; or (2) outdated forms.

f. Before issuing a Contract to a Contract Holder, Dealer will inspect the vehicle to be covered by the Contract and correct any damage or condition that would result in payment of a Contract Benefit under the Contract. As a condition precedent to NWAN's obligations under this Agreement, a vehicle must be free of any condition that would be covered under a Contract on the date a Contract is issued. If, during the claims process, NWAN determines that a condition existed prior to issuance of a Contract, Dealer is solely responsible for the claim.

g. Dealer will, as promptly as possible following the issuance of a Contract, but no later than the 15th day of the month after the month in which the Contract is issued, remit to NWAN a fully completed copy of each Contract and the associated net dealer cost (in U.S. dollars) according to the appropriate dealer rate card provided by NWAN. NWAN may change or amend the dealer rate cards at any time in its sole discretion, provided that NWAN gives Dealer 30 days advance notice of such change. Dealer will hold amounts payable to NWAN in a fiduciary capacity and as trustee for NWAN. If Dealer fails to remit a Contract to NWAN, or to remit the associated net dealer cost, Dealer will indemnify, defend, hold NWAN harmless from, and promptly reimburse NWAN for, any and all costs and expenses resulting from Dealer's failure to remit such Contract or for failure to remit a fully completed Contract. Such costs and expenses may include, but are not limited to, the costs of Contract Benefits, net dealer costs, additional dealer costs, and cancellation refunds.

h. If Dealer has elected the eRemitting option, Dealer will generate Contracts through an eContracting portal authorized by NWAN, obtain the Contract Holder's signature, and retain one copy of the executed Contract which will be produced at NWAN's request within one business day. If Dealer fails to produce an executed Contract within one business day of NWAN's request, Dealer will indemnify, defend, hold NWAN harmless from, and promptly reimburse NWAN for any and all costs and expenses resulting from Dealer's failure to produce such Contract. Such costs and expenses may include, but are not limited to, the costs of Contract Benefits, net dealer costs, additional dealer costs, and cancellation refunds (if applicable). In the event a system outage prevents Dealer from generating Contracts through an eContracting portal, Dealer may remit physical Contracts that were issued during the outage period.

i. Dealer will remit the additional dealer cost set forth in Schedule 3 for each Contract issued no later than the 15th day of the month after the month in which the Contract is issued. By the 20th day of the month after the month in which a Contract is issued and the additional dealer cost is remitted, NWAN will disburse such additional payment according to the disbursement schedule set forth in Schedule 3, provided that each payee has submitted the appropriate tax forms, according to current IRS regulations, to NWAN. If necessary, NWAN will issue an IRS Form 1099-MISC for such payees. Dealer may change or amend Schedule 3 at any time in its sole discretion, provided that Dealer gives NWAN 30 days notice of such change. NWAN may refuse to accept remittance and make disbursements pursuant to Schedule 3 in its sole discretion upon notice to Dealer.

j. Dealer will remit the goodwill accrual set forth in Schedule 2 ("Goodwill Accrual") for each Contract issued no later than the 15th day of the month after the month in which the Contract is issued, which NWAN will hold on Dealer's behalf in a non-interest bearing account for which NWAN will provide a statement of all related activity upon Dealer's request. Alternatively, Dealer may fund such account on a lump-sum basis. NWAN will use such funds to pay claims that are not

approved Contract Benefits if so directed by Dealer, provided sufficient funds are available in Dealer's account. NWAN will return such funds to Dealer upon request. If a Contract is cancelled or returned and a full or pro-rated refund is due, the relative amount will be deducted from Dealer's account and returned to Dealer. NWAN or Dealer may change or amend the Goodwill Accrual upon 30 days notice to the other party or eliminate the Goodwill Accrual at any time.

k. If Dealer remits more than the amount required by this Section on the issuance of a Contract, then NWAN will reimburse Dealer for the overage by check.

l. Contracts that NWAN receives more than 60 days after the issuance date will be returned to Dealer, and NWAN will have no obligation to Dealer thereunder, unless Dealer remits a late fee in an amount to be determined by NWAN.

m. Notwithstanding the foregoing, NWAN reserves the right to accept or reject Contracts remitted by Dealer in NWAN's sole discretion. NWAN will have no obligation with respect to a rejected Contract regardless of whether Dealer remitted the net dealer cost related to the Contract to NWAN and whether NWAN possesses such funds at the time of rejection. In the case of a service contract or other Contract with a cash value, Dealer will promptly refund to the Contract Holder the purchase price of any Contract that is rejected by NWAN.

n. In the case of a limited warranty or other Contract with no cash value, if a Contract Holder returns a Contract according to the Contract terms and Dealer submits a refund request to NWAN within 60 days of return, then NWAN will refund the net dealer cost associated with that Contract to Dealer.

o. In the event that a limited warranty or other Contract with no cash value is refunded and: (1) NWAN has not received full payment for the Contract at the time the Contract is remitted, and NWAN does not receive such payment within 30 days; or (2) NWAN is required to refund more than the net dealer cost set forth on appropriate dealer rate card and cannot recover an over-remitted, Goodwill Accrual, or commission paid on the Contract at Dealer's request, the outstanding amount will be deducted from any future payment to Dealer or Dealer's goodwill account. If NWAN is unable to fully recover such amount within 60 days, then the outstanding amount will be billed to Dealer and deemed immediately payable to NWAN.

p. The Programs and Contract forms are subject to discontinuation or change at any time; however, NWAN will use reasonable efforts to provide Dealer with notice of such discontinuation or change.

6. CONTRACT CANCELLATION.

a. The terms of this Section apply to Programs purchased by the Contract Holder and do not apply to Programs that are provided at no cost as a promotional benefit.

b. If a Contract Holder cancels a Contract according to the terms of the Contract, then, within 10 business days of cancellation, Dealer will submit a refund request to NWAN including documentation necessary to process the cancellation. If NWAN receives a timely and completed refund request, then NWAN will refund to Dealer a portion of the net dealer cost, as set forth in the appropriate dealer rate card, calculated using the appropriate pro-rata cancellation factor according to the terms of the Contract, based on the cancellation request date. If NWAN receives a refund request more than 10 business days after the date of cancellation, the refund to Dealer will be based on the date the request is received. In either event, Dealer will refund to the Contract Holder the portion of the retail purchase price of the Contract, calculated using the cancellation request date, less applicable cancellation fees, according to the Contract terms. NWAN will retain the entire cancellation or transfer fee, if applicable.

c. If a lender financed the purchase price of a Contract, the Contract is cancelled pursuant to the Contract terms, and the lien has not been satisfied, then Dealer will refund to the lender the amount that

would otherwise be due to the Contract Holder. Dealer will promptly notify NWAN in the event of trade-in or total loss of the vehicle or if a Contract Holder notifies the Dealer of a request to cancel a Contract. In the event that NWAN is required to refund a Contract Holder directly (whether required by a lender, regulator, or otherwise), any amount of such refund that would otherwise have been paid by Dealer will be deducted from any future payment to Dealer or Dealer's goodwill account. If NWAN is unable to fully recover such amount within 60 days, then the outstanding amount will be billed to Dealer and deemed immediately payable to NWAN.

d. In the event that a Contract is cancelled and NWAN is required to refund more than the net dealer cost set forth on the appropriate dealer rate card, such amount will not be charged back to Dealer. In exchange, Dealer will remit a no-chargeback fee in a percentage as set forth on Schedule 3 of the aggregate additional dealer cost set forth on Schedule 3 and the goodwill accrual set forth on Schedule 2 for each contract sold within 30 days of such sale. The no-chargeback fee will be returned to Dealer on Contracts which are cancelled at 100% of their value.

e. Dealer will follow and abide by the Contract cancellation provisions and return its portion of the retail purchase price to the appropriate party, in accordance with the terms of the Contract and applicable law. NWAN's obligation to refund money to Dealer for cancellation of a Contract is limited to the amount of the net dealer cost remitted to NWAN for that Contract, subject to the cancellation provisions set forth in the Contract.

f. NWAN will provide Dealer with access to NWAN's online cancellation portal whereby Dealer may process Contract cancellations electronically. In consideration thereof, for each Contract that Dealer cancels through the online cancellation portal, Dealer will obtain the Contract Holder's permission to cancel such Contract and maintain documentation to that effect which will be produced at NWAN's request within one business day. If Dealer fails to produce documentation evidencing the Contract Holder's request to cancel a Contract within one business day of NWAN's request, Dealer will indemnify, defend, hold NWAN harmless from, and promptly reimburse NWAN for any and all costs and expenses resulting from Dealer's failure to produce such documentation. Such costs and expenses may include, but are not limited to, costs of Contract Benefits, net dealer costs, additional dealer costs, and cancellation refunds.

7. CLAIMS ADMINISTRATION.

a. If a Contract Holder returns to Dealer for repairs under a Contract, then Dealer will contact NWAN for authorization prior to completing any repairs. If Dealer becomes aware that a Contract Holder intends to have anyone other than Dealer complete a repair under a Contract, then Dealer will advise the Contract Holder or Repair Facility (as defined herein) to contact NWAN for authorization prior to completing any repairs. NWAN will not have any obligation to Dealer with respect to repairs performed which are not authorized by NWAN in advance. In the case of a prepaid maintenance Program, Dealer must enter the maintenance and redemption information via the appropriate online portal.

b. Upon receiving a claim, NWAN will verify that the Contract is valid and enforceable. At NWAN's request, Dealer will provide NWAN with photographs of the damaged vehicle and all documents in Dealer's possession or control that are necessary to evaluate and process the claim. NWAN will assess and, if necessary, investigate claims made by Contract Holders. If NWAN verifies that a Contract is valid and a Contract Benefit is due, then NWAN will approve the claim and issue an authorization number (where applicable).

c. If an authorized covered repair is provided by Dealer and Dealer submits a claim within 90 days of completing the repair (in the case of a repair contract), then NWAN will reimburse Dealer for the Contract Benefit as follows:

- i. Dent & Ding: if a claim is approved under dent and ding coverage in a Contract, then NWAN will reimburse Dealer for the cost of the paintless dent removal service plus a reasonable markup, not to exceed \$15.00 per panel.
- ii. Excess Wear and Tear: if a claim is approved under excess wear and tear coverage in a Contract, then NWAN will reimburse Dealer according to the set terms and conditions of the Contract.
- iii. GAP: if a claim is approved under a guaranteed asset protection contract, then NWAN will compute the benefit due to the Contract Holder for the Covered Benefit based on the terms and conditions of the Contract, and remit such payment payable to the Contract Holder and/or lienholder, according to the Contract terms, in a timely manner.
- iv. Key: if a claim is approved under key coverage in a Contract, then NWAN will reimburse Dealer for the cost of replacing the key, unless NWAN determines that Dealer's cost is excessive based on a local cost comparison. In such case, NWAN will refer the Contract Holder to a third party vendor and reimburse the vendor for the Covered Benefit.
- v. Paint, Fabric, Rip, Tear: if a claim is approved under paint, fabric, rip, and/or tear coverage in a Contract, then NWAN will reimburse Dealer for the Manufacturer's Suggested Retail Price of necessary replacement parts and reasonable labor cost, unless NWAN determines that Dealer's cost is excessive based on a local cost comparison. In such case, NWAN will refer the Contract Holder to a third party vendor and reimburse the vendor for the Contract Benefit.
- vi. Prepaid Maintenance: if covered maintenance is provided by Dealer and Dealer submits the redemption information via the appropriate online portal, then NWAN will reimburse Dealer for the Contract Benefit within 1 business day if Dealer elects to receive reimbursement via credit card, on a bi-weekly basis if Dealer elects to receive reimbursement via ACH or on a monthly basis if Dealer elects to receive reimbursement via check.
- vii. RimDefense: if a claim is approved under RimDefense coverage in a Contract, then NWAN will reimburse Dealer for the cost of reconditioning the rim, unless NWAN determines that Dealer's cost is excessive based on a local cost comparison. In such case, NWAN will refer the Contract Holder to a third-party vendor and reimburse the vendor for the Contract Benefit.
- viii. Rust & Undercoat: if a claim is approved under rust or undercoat coverage in a Contract, then NWAN will reimburse Dealer for the Manufacturer's Suggested Retail Price of necessary replacement parts and reasonable labor cost, unless NWAN determines that Dealer's cost is excessive based on a local cost comparison. In such case, NWAN will refer the Contract Holder to a third party vendor and reimburse the vendor for the Contract Benefit.
- ix. Service Contract and Limited Warranty: if an authorized covered repair is provided by Dealer and Dealer submits a claim for payment within 90 days of completing the repair, then NWAN will reimburse Dealer for the covered repair based on: (1) Dealer's retail cost of replacement parts of like kind and quality, which will not exceed the Manufacturer's Suggested Retail Price for new parts or Dealer's actual cost plus 20% or \$300.00, whichever is less, for used parts; and (2) Dealer's retail labor rate as provided in this Agreement and a nationally-recognized flat rate manual. Dealer may request in writing to modify its retail labor rate once every 12 months, which NWAN will evaluate based on a market study of like dealers, Dealer's loss ratio, and other relevant factors. NWAN

has sole discretion in approving a change to Dealer's retail labor rate under this Agreement. NWAN will not have any obligation to Dealer regarding claim payment requests submitted more than 90 days after a repair is completed. Notwithstanding the foregoing, if an authorized covered repair is provided by Dealer after termination of this Agreement or if Dealer's loss ratio is 85% or more, NWAN may mitigate losses by using its proprietary parts costing model to determine reimbursement amounts.

- x. Theft: if a claim is approved under theft coverage in a Contract, then NWAN will issue a check payable to the Contract Holder for the benefit payable under the Contract. In such case, NWAN will mail the check to the Dealer and mail a letter to the Contract Holder indicating the issuance and location of the check; however, if the Contract Holder does not reside in the state in which Dealer is located, then NWAN will mail the check to the Contract Holder's residence. Notwithstanding the foregoing, NWAN may issue the check directly to the Contract Holder in its sole discretion.
- xi. Tire & Wheel: if a claim is approved under tire and wheel coverage in a Contract, then NWAN will reimburse Dealer for the Manufacturer's Suggested Retail Price of necessary replacement parts and reasonable labor cost, unless NWAN determines that Dealer's cost is excessive based on a local cost comparison. In such case, NWAN will refer the Contract Holder to a third party vendor and reimburse the vendor for the Covered Benefit.
- xii. Windshield: if a claim is approved under windshield coverage in a Contract, then NWAN will reimburse Dealer for the cost of repairing or replacing the windshield, unless NWAN determines that Dealer's cost is excessive based on a local cost comparison. In such case, NWAN will refer the Contract Holder to a third party vendor and reimburse the vendor for the Contract Benefit.
- xiii. Deposit Protect: if a claim is approved under Deposit Protect coverage in a Contract, then NWAN will compute the benefit due to the Contract Holder for the Covered Benefit based on the terms and conditions of the Contract and remit such payment according to the Contract terms, in a timely manner.
- xiv. Anti-Collision: if a claim is approved under Anti-Collision coverage in a Contract, then NWAN will compute the benefit due to the Contract Holder for the Covered Benefit based on the terms and conditions of the Contract and remit such payment according to the Contract terms, in a timely manner.
 - d. If an authorized covered repair is provided by a person, partnership, association, or corporation in the business of repairing vehicles ("Repair Facility"), then NWAN will reimburse the Repair Facility. If the Contract Holder pays a Repair Facility for an authorized covered repair, then NWAN will reimburse the Contract Holder. Reimbursement to a Repair Facility or the Contract Holder is limited to the amount NWAN would be required to reimburse Dealer under paragraph 7.c.
 - e. If Dealer sublets a covered repair to a Repair Facility, then NWAN will compensate Dealer for ½ of an hour of labor as provided in this Agreement in exchange for managing the covered repair.
 - f. If Dealer performs an authorized covered repair under a Program that requires reapplication of a product, then Dealer will reapply the product at no cost to the Contract Holder. If an authorized covered repair that requires reapplication of a product is completed by a third-party vendor, then NWAN will reimburse the third-party vendor for the reasonable costs of reapplication.
 - g. With respect to a service contract or limited warranty Program, Dealer will unconditionally warrant all covered repairs completed by Dealer for a period of at least six months or 6,000 miles,

if the vehicle has an odometer. Notwithstanding the foregoing, for covered repairs completed during the first 30 days and 1,000 miles of the Contract term, NWAN will reimburse Dealer, a Repair Facility, or the Contract Holder, as appropriate, only for the actual cost of the parts used to complete the repair. NWAN will not reimburse any party for the labor cost associated with such repair. Dealer will absorb such labor cost or reimburse a Repair Facility or Contract Holder (as applicable).

h. If the Contracts provide for roadside assistance or motor club benefits, claims made under roadside assistance coverage will be independently administered, provided, and paid by NWAN's designated roadside assistance or motor club provider(s).

8. ASSUMPTION.

a. The terms of this Section apply to Programs that are not regulated insurance programs for which the Dealer is the obligor on the Contract at the time it is issued and do not apply to any other Programs.

b. Dealer is insured, in excess of the aggregate reserve, for obligations arising under validly issued Contracts, subject to the Program's underwriting criteria.

c. As required by the insurer, NWAN will establish an account equal to the aggregate reserve requirement.

d. NWAN assumes all of Dealer's obligations arising from validly issued Contracts in consideration of Dealer's timely payment of the aggregate reserve to NWAN.

e. NWAN will pay all covered claims arising from Dealer's obligations under Contracts that are issued to Contract Holders according to the terms of this Agreement.

9. WARRANTIES & COMPLIANCE.

a. Dealer, on behalf of its owners, directors, officers, employees, agents, and affiliates, hereby agrees, represents, and warrants that it:

- i. Will not assign or transfer any of its rights or obligations to any third party without NWAN's prior written consent;
- ii. Will comply with all applicable federal, state, and local laws and regulations, including, but not limited to, laws regulating the advertisement and issuance of Contracts;
- iii. Will train all personnel involved in the promotion of the Programs and/or issuance of Contracts regarding the requirements of this Section and compliance with applicable laws and regulations;
- iv. Will not alter or modify the Contracts, documents, or sales or advertising materials provided by NWAN without NWAN's prior written approval;
- v. Is free to enter into this Agreement and that doing so does not violate the terms of any agreement between Dealer and a third party;
- vi. Will not purport to make, alter, modify, or discharge any terms or conditions of the Contracts, or any performance thereunder, or to waive any forfeiture, or to incur any liability on NWAN's behalf;
- vii. Will immediately notify NWAN in writing of any lawsuit, regulatory inquiry, or complaint relating to a Program or Contract;
- viii. Will only offer Contracts in accordance with the instructions contained in the Contract and the underwriting guidelines in force on the date a Contract is issued;
- ix. Will properly and timely forward all Contracts and fees to NWAN;
- x. Will not make any misrepresentation to, or knowingly fail to correct a misunderstanding of, a Contract Holder concerning a vehicle or the terms of coverage under a Contract;
- xi. Will not collude with a Contract Holder, commit fraud against NWAN, or make a material misrepresentation to NWAN;
- xii. Will properly collect all sales and/or use tax due on the issuance of a Contract, if any, and remit such tax to the proper taxing authority;

- xiii. Will not state or imply that a customer must purchase a Contract in order to purchase or finance a vehicle; and
- xiv. Will fully comply with the terms of this Agreement and any amendments hereto.

b. If NWAN reasonably believes that Dealer breached any part of this Section, NWAN may refuse to perform its obligations under this Agreement until it has made a determination as to such breach, in addition to all other remedies. If NWAN determines that Dealer has breached any part of this Section, NWAN may immediately terminate or suspend its obligations under this Agreement upon written notice to Dealer. NWAN will not be liable for, and Dealer will indemnify and hold NWAN harmless from, any and all claims, losses, or damages, including reasonable attorney's fees, related to suspending or terminating this Agreement for breach of this Section.

c. NWAN may, at its expense, audit Dealer during normal business hours to establish compliance with the terms of this Agreement and Dealer will fully cooperate with the audit.

d. In no event is NWAN required to take any action or omit to take any action which NWAN believes would cause it to be in violation of any applicable federal, state, or local law or regulation.

10. LEGAL DEFENSE AND RESERVATION OF RIGHTS. Subject to a reservation of rights, if a complaint is filed against Dealer by a Contract Holder with respect to denial of coverage of a repair under a Contract, then NWAN will provide a legal defense to Dealer for those, and only those, allegations if:

a. The allegations in the complaint arise out of Dealer's failure or refusal to honor a claim which was a Contract Benefit under a Contract;

b. Dealer has and continues to strictly comply with the terms of this Agreement;

c. The claim was presented to NWAN pursuant to Section 7 for verification and approval, and NWAN denied the claim on the grounds that it was not a Contract Benefit;

d. Dealer cooperates fully and fairly with NWAN in defense of the allegations, including, but not limited to, providing NWAN with all pertinent documents within Dealer's possession or control;

e. Dealer provides its own defense regarding allegations in the complaint which do not pertain to Dealer's failure or refusal to honor a claim;

f. Dealer accepts representation in the action by the attorney(s) designated by NWAN and waives any conflict of interest presented by such representation to the extent permitted by law; and

g. Dealer agrees to permit NWAN to file a cross-complaint in the action or by way of a separate suit if NWAN withdraws its legal defense of Dealer and enter into appropriate stipulations to waive the necessity of formal motions and Dealer waives any statute of limitation that may bar any such cross-complaint against Dealer.

11. INDEMNIFICATION. To the maximum extent permitted by law, Dealer will defend, indemnify, and hold NWAN and its employees, agents, representatives, shareholders, affiliates, successors, and assigns, harmless from and against any and all claims, damages, demands, lawsuits, settlements, judgments, costs, penalties, losses, or expenses, including, but not limited to, reasonable attorney's fees and court costs, based, in whole or in part: (1) on the business relationship between the parties or the acts or omissions of Dealer, its employees, representatives, or agents; (2) on NWAN's denial of coverage under a Contract, unless all the conditions in Section 10 of this Agreement are satisfied; (3) on a breach of this Agreement by Dealer; (4) on the negligence or misconduct of Dealer or its employees or representatives; or (5) on claims related to a Contract issued on an ineligible vehicle. NWAN will notify Dealer of any such claim within a reasonable time after the assertion thereof, and Dealer will assume control of the defense and settlement of the claim at its expense; provided, however: (1) that NWAN may employ separate counsel at its own expense to represent it in such matter; and (2) Dealer will not compromise or settle any such

claim without NWAN's consent, which will not be unreasonably withheld. NWAN is not responsible for any act or omission of Dealer in compensating its personnel or employees.

12. TERM & TERMINATION.

a. Either party may terminate this Agreement for any reason upon 30 days written notice. NWAN may immediately terminate this Agreement or suspend its obligations hereunder without liability if: (1) Dealer breaches any term of this Agreement, whether such breach is material or immaterial; (2) Dealer is subject to any arrangement for the benefit of creditors, voluntary or involuntary bankruptcy, or insolvency; or (3) Dealer fails to timely pay amounts due to NWAN. Except as otherwise provided in this Agreement, termination of this Agreement will not relieve Dealer from any duty, obligation, or liability existing as of the date of termination.

b. Upon termination of this Agreement, Dealer will immediately stop representing the Programs and Contracts and discontinue holding itself out as an authorized representative of NWAN in any manner and:

i. On the termination date, Dealer will: (1) immediately cease issuing the Contracts; and (2) destroy all marketing, sales, and other materials relating to the Contracts;

ii. NWAN will continue to accept Contracts that were issued prior to the termination date and which are properly remitted, along with the associated net dealer cost, to NWAN within 30 days from the date of termination;

iii. Termination of this Agreement will not affect either party's responsibilities with respect to Contracts issued prior to the date of termination;

iv. Within 60 days of the termination date, NWAN will provide a written accounting of the amounts owed by Dealer under this Agreement and Dealer will remit payment within 30 days of receipt of the accounting;

v. Neither party will be liable to the other for any wages, salaries, reimbursement, expenditures, damages, or statutory indemnities or fees, whether for any investments, leases, commitments, lost or prospective profits, anticipated sales, commissions, goodwill, or otherwise due to termination or non-renewal of this Agreement; and

vi. Following the termination date, Dealer will continue to have sole responsibility for its employees, personnel, and vendors, and NWAN will have no obligation to Dealer of any kind unless and until Dealer has fulfilled its obligations under this Section.

13. INSURANCE. Dealer will purchase and maintain an occurrence-based commercial general liability insurance policy with an insurance carrier and policy form reasonably acceptable to NWAN. The limits of liability will equal at least \$500,000.00 per claim and in the aggregate.

14. ADVERTISING, MARKS, & CONFIDENTIALITY.

a. During the term of this Agreement, Dealer is entitled to advertise and hold itself out as an authorized representative of the Contracts. Dealer will not, pursuant to this Agreement or otherwise, have or acquire any right, title, or interest in any trademark, service mark, name, design, logo, trade dress, or other identifier with respect to the Contracts ("Marks") which is owned by or licensed to NWAN or one of NWAN's affiliated companies. Dealer has a limited, non-exclusive, non-transferrable, and terminable authorization to use the Marks solely for the promotion of the Contracts consistent with, and only during the term of, this Agreement, and will not otherwise use the Marks. Dealer will not: (1) attempt to obtain title or license to the Marks or other confusingly similar marks; or (2) use the Marks or any combination containing the Marks or confusingly similar marks as part of its business name either during the term of this Agreement or thereafter. The Marks remain NWAN's exclusive property and all use will be for NWAN's benefit. Upon request, Dealer will promptly execute any assignment,

release, or other documentation to assure that all rights to the Marks remain solely with NWAN.

b. NWAN may share certain confidential information with Dealer. "Confidential Information" means information related to NWAN's business strategies, plans, financial data, projections, customers, employees, markets, or Programs, but will not include information which: (1) as of the date of disclosure to Dealer was previously in its lawful possession and not subject to a non-disclosure arrangement; (2) Dealer developed independently, as substantiated by its written records; or (3) becomes publicly available without a breach of this Agreement. Dealer will keep confidential and not disclose to any third party any Confidential Information except for purposes consistent with this Agreement, and will not use Confidential Information to NWAN's detriment. All Confidential Information is NWAN's sole and exclusive property. Upon termination of this Agreement, Dealer will cease use of all Confidential Information and return it to NWAN or permanently destroy it. Dealer's obligations regarding Confidential Information will survive the termination or expiration of this Agreement.

15. LIMITATION OF LIABILITY.

a. IN NO EVENT WILL NWAN BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES AND IN NO EVENT WILL NWAN'S LIABILITY UNDER THIS AGREEMENT, INCLUDING SECTION 10, EXCEED THE AMOUNT OF MONEY ACTUALLY RECEIVED BY NWAN AS A RESULT OF DEALER'S APPOINTMENT UNDER THIS AGREEMENT IN THE 12 MONTHS BEFORE THE CAUSE OF ACTION ACCRUED. Dealer will, by contract or otherwise, assist NWAN in limiting Dealer's and NWAN's liability to the terms set forth in this Agreement.

b. Except as explicitly provided in this Agreement, NWAN makes no warranty whatsoever, express or implied, with respect to the Contracts, whether imposed by statute or common law. Other than as provided in Section 8, none of NWAN's obligations under this Agreement will be construed as NWAN's assumption of Dealer's risk of liability.

c. NWAN is not in the business of providing tax, accounting, or legal advice and does not warrant the accuracy of statements made by any of its representatives with respect to such issues. Any pro-forma earnings information is provided for illustration purposes only and is not a guarantee of Dealer's actual potential earnings. Any such pro-forma earnings information is not a part of this Agreement. NWAN will not be liable for any loss, claim, or damages of any kind, arising from Dealer's reliance on tax, accounting, or legal information or on pro-forma earnings information.

d. Neither party will be liable for breach of this Agreement due to causes beyond its control, including, but not limited to, acts of God, fires, strikes, delinquencies of manufacturers or suppliers, or acts of war or terrorism. Each party will take acts reasonably necessary to minimize the effect of such an event.

16. NOTICE. Any notice under this Agreement will be in writing and sent by U.S. Mail to the party's address noted in this Agreement, to the attention of the person who acknowledged this Agreement, with a copy to General Counsel in the case of NWAN, or to such other persons as a party may designate in writing.

17. APPLICABLE LAW & ARBITRATION. The validity, interpretation, construction, and performance of this Agreement will be governed by the laws of the State of Ohio without regard to its conflicts of laws principles. Each party hereby consents and submits to the personal jurisdiction of, and to the exclusive venue for any dispute arising out of or relating to this Agreement, or the breach thereof, in, the state and federal courts located in Cuyahoga County, Ohio. Either party may elect to submit any dispute arising out of or relating to this Agreement, or the breach thereof, to arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, which will be held in Cleveland, Ohio. Notwithstanding the foregoing, NWAN

may apply to any court of competent jurisdiction for an order to enjoin any breach of Section 14 and the parties acknowledge that such breach will cause immediate and irreparable harm and damage to NWAN.

18. OTHER. This Agreement, as amended from time to time and including the documents referenced or incorporated herein, contains the entire understanding of the parties with respect to the Programs and Contracts and there are no commitments or understandings between the parties in that regard other than those expressly set forth herein. This Agreement will not be modified in any manner except in a separate writing signed by authorized representatives of the parties, and handwritten changes on the face of this Agreement will have no effect. This Agreement is not binding on NWAN unless it is signed by NWAN's Chief Sales Officer. Section headings are not considered a part of this Agreement and are for reference only. If any portion of this Agreement is invalid or unenforceable, it will be severed such that the remainder of this Agreement remains in full force and effect. Delay or failure to require performance under this Agreement or the waiver of breach of any provision of this Agreement by either party will not affect that party's right to subsequently enforce or require performance of any provision of this Agreement. Dealer may not assign this Agreement without NWAN's express written consent; however, NWAN may assign this Agreement to any of its affiliated companies. This Agreement may be executed in any number of counterparts, each of which will be regarded as an original and all of which will constitute one instrument.

ACKNOWLEDGED AND AGREED:

NWAN

By:

Name: Christopher David Neuenschwander

Title: Chief Sales Officer

Dealer

By:

Name: _____

Title: _____

Agreement Effective Date: _____

**SCHEDULE 1
DEALER SCHEDULE**

Agency Name & Representative:		
Dealership Legal Name:		
Address:		
Phone:	Fax:	Tax ID:
<input type="radio"/> Franchise <input type="radio"/> Independent	Website:	Labor Rate:

List all Affiliated Dealerships below:

Affiliated Dealership Name:		
Address:		
Phone:	Fax:	Tax ID:
<input type="radio"/> Franchise <input type="radio"/> Independent	Website:	Labor Rate:
Affiliated Dealership Name:		
Address:		
Phone:	Fax:	Tax ID:
<input type="radio"/> Franchise <input type="radio"/> Independent	Website:	Labor Rate:
Affiliated Dealership Name:		
Address:		
Phone:	Fax:	Tax ID:
<input type="radio"/> Franchise <input type="radio"/> Independent	Website:	Labor Rate:
Affiliated Dealership Name:		
Address:		
Phone:	Fax:	Tax ID:
<input type="radio"/> Franchise <input type="radio"/> Independent	Website:	Labor Rate:
Affiliated Dealership Name:		
Address:		
Phone:	Fax:	Tax ID:
<input type="radio"/> Franchise <input type="radio"/> Independent	Website:	Labor Rate:

THIS SCHEDULE MUST ACCOMPANY
THE DEALER AGREEMENT

NWAN _____ **Dealer** _____
Effective Date _____

