

WiseF&I[®] Originator Data Sheet

Single Dealership Signup

Agency: _____
 Agent Contact: _____

I. DEALERSHIP INFORMATION (required)

Legal Name: _____ FEIN: _____
 D/B/A: _____ Dealer License ID: _____

Business Address - The address that is the physical location of the dealership:
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Main Phone: _____ Main Fax: _____
 Website: _____

Mailing Address - If dealership's mailing address differs from that above, please provide below:
 Street Address: _____
 City: _____ State: _____ Zip: _____

1) Business Legal Organization: Corporation LLC Partnership Sole Proprietor

2) Select Dealership Type and Typical Inventory: Franchised Independent Average Inventory: _____
(New + Used Vehicles)

3) Please indicate preferred integration partner for F&I eContracting: _____

4) Please check all that apply:
 4.1) DMS Provider: ADP R&R Advent Other DMS:
 4.2) F&I Uses: DealerTrack RouteOne F&I Express Menu:

5) Dealer Group or Corporate Parent Company (if applicable):
 Legal Name: _____ FEIN: _____
 Mailing Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____

II. DEALER CONTACT(S) INFORMATION (required)

Dealer Principal: _____ Phone: _____ Email: _____

General Manager: _____ Phone: _____ Email: _____

F&I Director: _____ Phone: _____ Email: _____
 F&I Dept. Fax: _____

Office/Business Manager: _____ Phone: _____ Email: _____
 Business Office Fax: _____

Service Dept. Manager: _____ Phone: _____ Email: _____
 Service Dept. Fax: _____

III. PRODUCT SELECTIONS - Your dealership agrees to market the following Wise F&I product(s) as indicated:

<u>GAP</u>	<u>VSC</u>	<u>TIRE & WHEEL</u>	<u>THEFT PROTECTION</u>
Auto	New (WiseTVP)	Auto	Etch/Stencil
Motorcycle	Used (WiseMVP)		
Powersport			
<u>RV</u>	<u>APPEARANCE</u>	<u>DIMINISHED VALUE</u>	<u>KEY REPLACEMENT</u>
Marine/Boat	Bundled (WiseCARE)	Auto RV	Auto

Wise F&I LLC, 900 South Highway Drive, Suite 100, Fenton, MO 63026

Phone: (800) 849-9559 | Fax: (636) 680-0460 | Email: ClientServices@WiseFandI.com

Originator Agreement

This Originator Agreement (“Agreement”) is made this ____ day of _____ 20 ____ (“Effective Date”) by and between Wise F&I LLC, a Missouri limited liability company located at 900 South Highway Drive, Suite 100, Fenton, Missouri 63026 (“Provider”), and _____, located at _____ (“Originator”) each individually a party and collectively the parties to this Agreement.

In consideration of the promises and the mutual covenants contained herein, the parties agree as follows:

- 1) **Purpose and Parties:** Originator (and, if applicable, its Affiliates identified in the attached and incorporated Originator Data Sheet(s)) wants to market to its customers (“Customers”) the voluntary protection program(s) offered by Provider (“Program” or “Program(s)”). The term “Program” or “Program(s)” means any and all contract form(s) (“Contract,” “Contracts,” or “Contract(s)”) and related marketing materials provided by Provider to Originator. Provider wants to provide to Originator marketing materials and support in connection with Originator marketing the Program(s) to its Customers. The Program(s) may be identified and further defined in one or more Product Line Addendum(s) to this Agreement (“PLA(s)”), which may be amended at the sole discretion of Provider. For purposes of this Agreement, an “Affiliate” of a party shall mean all parent companies, sister companies, subsidiary companies, affiliate companies, and all entities or partnerships either owned directly by or under common ownership or management of such party. Affiliates shall include, but are not limited to, Originator’s Affiliates identified in the Originator Data Sheet(s), if applicable, and Provider’s Affiliates identified in the PLA(s) (including, but not limited to, Financial Gap Administrator LLC, Vehicle Service Administrator LLC, Administration American LLC, and/or Gateway Administration Services LLC).
- 2) **Program Materials:** Provider will supply Originator with Contracts, brochures, written procedures, and other marketing materials in hard copy or electronic form (“Program Materials”). All Program Materials supplied to Originator shall remain the property of Provider and shall be returned to Provider upon termination of this Agreement or upon the request of Provider. Originator shall not change, alter, or modify any Program Materials supplied by Provider. Provider may revise the Program or the Program Materials at any time. When revised Program Materials are provided to Originator, Originator shall stop using all Program Materials being replaced, and shall return such Program Materials to Provider.
- 3) **Administration:** Provider shall administer the Program(s) consistent with the Program Materials, including, but not limited to, properly registering and activating Contracts, processing cancellations, and investigating and processing claims pursuant to the terms of the Contracts. Provider may assign certain Contract administration responsibilities to an Affiliate or third-party entity, and/or utilize an Affiliate or third-party entity as the designated Contract administrator (each hereinafter an “Administrator”). Provider shall secure a contractual liability insurance policy (“CLIP”) with an insurance company, rated no less than A- by A.M. Best, that insures and/or indemnifies Provider, Administrator and/or the contractually obligated third-party (each hereinafter an “Obligor”) pursuant to the Contract(s) according to the terms and provisions of the CLIP, against amounts the Obligor may be obligated to pay or reimburse for claims or benefits covered under the Contract(s).
- 4) **Procedures:**
 - a) Originator shall offer the Program(s) to Customers utilizing only Contracts provided by Provider. Originator shall originate each Contract only for qualifying vehicles and in accordance with the Program Materials. Originator agrees to indemnify, defend, and hold completely harmless Indemnified Parties (defined in Section 10 below) from, and shall promptly reimburse Indemnified Parties for, all claims, damages, costs, and expenses (including reasonable attorney’s fees) arising out of, or related in any way, to any Contract originated by Originator or its Affiliates on a form that (i) has not been supplied by Provider, (ii) has been discontinued or replaced, (iii) has been changed, altered, or modified by Originator or its Affiliates, (iv) a fully completed copy of which has not been provided to Provider in accordance with this Agreement, or (v) is otherwise sold in violation of this Agreement, the Program Materials or applicable law.
 - b) Originator shall have no authority to (i) alter, modify, waive, or discharge any terms or conditions of any Contract, (ii) incur any liability on behalf of Provider, or (iii) make any representations about any coverage or endorsements that are not contained in the Contract.
 - c) Originator agrees to (i) abide by all of the terms and conditions of the Contract(s), (ii) comply with all applicable laws and regulations in connection with offering, financing, and servicing the Contract(s), and (iii) provide all necessary disclosures to Customers and obtain all required authorizations from Customers related to the sale of the Contract(s). Originator shall disclose to each of its Customers prior to the Customer’s purchase of a Contract, that the purchase of

the Contract is not a condition to obtaining any other product or service, including, but not limited to, any financing, credit, loan, or lease product.

- d) Provider operates a web-based service platform (herein referred to as the “Platform”) designed to allow Originator to electronically originate Contracts and conduct certain other administrative functions including, but not limited to, obtaining relevant reporting, Contract remittance, billing statements, and Contract cancellation quotes. Originator agrees to utilize the Platform to originate Contracts electronically and for such other purposes as described herein pursuant to any applicable process guidelines or procedures that are established and published by Provider. Upon written request from Originator, Provider may, at Provider’s sole discretion, allow Originator to originate Contracts manually using preprinted paper forms supplied by Provider.
 - e) Originator agrees that its access to, and use of, the Platform shall be on, and subject to, the terms and conditions of the Platform Terms of Use posted on the Platform at www.WiseFandI.com/PlatformTermsOfUse.aspx, as such Platform Terms of Use may be changed from time to time by Provider (“Terms of Use”). Originator acknowledges that it has received, and read, the Terms of Use that are in effect on the Effective Date, and Originator agrees to be bound by, and comply with, such Terms of Use. Provider may change the Terms of Use by giving notice of such change to Originator by any reasonable means including, without limitation, by posting the updated version of the Terms of Use on the Platform. Any such change shall be effective on the revised “Last Updated” date at the top of such changed Terms of Use. Originator’s continued access to, and/or use of, the Platform (including, without limitation, any access to, or use of, the Platform by any user of any credentials issued to Originator for access to, or use of, the Platform (such as a username and password)) after Provider gives the aforementioned notice of a change to the Terms of Use constitutes Originator’s agreement to any such changed Terms of Use. Any breach of the Terms of Use by Originator (including, without limitation, any access to, or use of, the Platform by any user of any credentials issued to Originator for access to, or use of, the Platform (such as a username and password)) shall constitute a breach of this Agreement. All initial Authorized Users (as defined in the Terms of Use) are identified on Exhibit A to this Agreement, which by this reference is incorporated herein. Provider shall not be liable for any damages, losses, costs, expenses or other liabilities arising out of Originator’s use of, or access to, the Platform.
 - f) Originator agrees to retain and maintain an original of each executed Contract that is originated electronically on the Platform for a period equal to the term of the applicable Contract plus the greater of (i) two (2) years thereafter, and (ii) such longer period as may be required by applicable law. Originator further agrees to deliver to Provider an original of any executed Contract within two (2) business days after a written or oral request for the delivery of such Contract is made by Provider. Originator agrees to indemnify, defend, and hold completely harmless Indemnified Parties (defined in Section 10 below), and any applicable information providers and suppliers, from and against any and all claims, demands, liabilities, judgments, obligations, losses, damages, penalties, fines, amounts in interest, costs, expenses, and disbursements of any kind and nature whatsoever (including, without limitation, any and all attorneys’ and expert witness fees and court costs), including any amounts paid in settlement, arising out of, or related in any way to, Originator’s failure to (i) retain and maintain the original of each executed Contract as required by this Subsection, or (ii) deliver an original of any executed Contract requested by Provider in accordance with this Subsection.
 - g) In the event that Provider declines to accept for administration a Contract submitted by Originator, Originator agrees to either promptly correct the error, if any, which caused the declination and to resubmit the Contract to Provider or, if the Contract cannot be corrected in accordance with the Provider’s requirements, Originator acknowledges that Provider shall not be responsible for administering such Contract and Originator shall be solely responsible for any claims or other obligations related in any way to such Contract. Originator shall not make any misrepresentations concerning such Contract or the Program, and shall not make any statements or take any actions that would cause the Customer to believe that Provider or any of its Affiliates are obligated under, guarantee, or insure performance under such Contract.
- 5) **Accounting and Remittance.** Originator shall pay Provider the “net cost” as specified in the attached PLA(s) or rate chart(s) for each Contract originated. Unless otherwise agreed to in writing by the parties, Originator shall remit payment to Provider for each Contract issued by Originator, that is not otherwise properly voided in the Platform by Originator, within fifteen (15) days after the last day of the calendar month in which Originator issues the Contract along with a completed remittance form listing all required information for the Contract(s). At Provider’s sole discretion and with advance notice to Originator, Provider may configure the Platform to automatically remit Contract(s) issued by Originator on or after the thirtieth (30th) day from the date such Contract was issued if such Contract(s) have not been previously remitted or properly voided by Originator. Until payment is delivered to Provider, Originator agrees that all amounts representing the net cost received or collected by Originator for Contract(s), are the property of, and shall be held in trust for, Provider. Originator shall not commingle the funds with other funds, and shall not use the funds for personal or any other purpose. The failure of Originator

to properly report and remit funds for any Contracts as set forth in this Section shall constitute a material breach of this Agreement.

If Originator fails to properly report to Provider in accordance with this Section any Contract issued by Originator, or fails to remit in accordance with this Section the full net cost to Provider for any Contract issued by Originator, Originator agrees to indemnify, defend, and hold completely harmless Indemnified Parties (defined in Section 10 below) from, and shall promptly reimburse Indemnified Parties for, all claims, damages, costs, and expenses (including reasonable attorney's fees) arising out of, or related in any way, to such Contract. Notwithstanding the foregoing, with respect to Guaranteed Asset Protection Program(s), Provider may, in its sole discretion, agree to waive in writing its indemnification, defend, and hold harmless rights with respect to any Contract upon proper reporting and remittance of the full net cost by Originator, and payment by Originator of an "Indemnification Fee."

Provider may set off any amounts due to Originator under this Agreement against (a) any payments due from Originator or any Affiliate of Originator that remain unpaid when due to either Provider or any Affiliate of Provider, (b) any payments, such as a cancellation-related refund, due from a third-party payee(s) who otherwise received payment(s) pursuant to written authorization by Originator including, but not limited to, a marketing incentive payee, or (c) any payments made by Provider that are the responsibility of Originator. If Originator remits any amount(s) in excess of the full net cost to Provider for any Contract issued by Originator (referred to as "Excess Funds"), Provider may in its sole discretion retain such Excess Funds on behalf of Originator to be applied as payment against any other unpaid amounts due from Originator, any Affiliate of Originator, or as otherwise described in this Section.

- 6) **Taxes and Regulations.** Provider does not make any representations concerning tax consequences of the Contracts or any legal or regulatory requirements associated with the offering or financing of the Contracts. Originator agrees to be responsible for any taxes imposed by law on the Originator or on the issuance of the Contracts, and for complying with any applicable legal or regulatory requirements relating to the offering or financing of the Contracts. As it relates to any and all interaction with Customers by Originator regarding the offering, issuance, or financing of Contracts, Originator agrees not to take any action or engage in any practice that is or could be considered an unfair, deceptive, or abusive act or practice under the Consumer Financial Protection Act or under any other applicable federal or state statute or regulation. Originator agrees to collect, if applicable, and timely remit sales and/or use tax at the applicable rate on all payments by Customers. Originator shall indemnify, defend, and hold completely harmless Indemnified Parties (defined in Section 10 below) from, and shall promptly reimburse Indemnified Parties for, all claims, damages, costs, expenses, taxes, penalties, and interest (including reasonable attorney's fees) arising out of, or related in any way to, Originator's or its Affiliates' failure to collect and timely remit such taxes or failure to comply with legal or regulatory requirements applicable to the offering or financing of the Contracts.
- 7) **Term and Termination.** This Agreement applies to all Contracts submitted to Provider by Originator. Unless terminated as provided in this Section, this Agreement shall be a continuing agreement. Upon termination, Originator shall cease offering and issuing Contracts, all licenses and authorizations provided for herein shall terminate, and all obligations under this Agreement of both parties shall cease; provided that those obligations that apply to Contracts sold by Originator prior to termination, and claims or cancellations filed thereon, shall continue until such Contracts expire. All indemnity, defense, and hold harmless obligations contained in this Agreement shall survive termination of this Agreement regardless of the reason for such termination.

This Agreement may be terminated without cause by either party giving at least ten (10) days prior written notice to the other party. This Agreement shall terminate automatically without notice from Provider if (a) a petition in bankruptcy is filed by or against Originator, (b) Originator makes an assignment for the benefit of creditors, (c) Originator is voluntarily adjudicated as bankrupt by any court of competent jurisdiction, (d) a petition for reorganization of Originator, or if an arrangement with creditors, is filed by or against Originator, (e) a receiver is appointed for all or a substantial part of Originator's business, or (f) Originator ceases to operate as an ongoing concern for any reason including, but not limited to, a closing, outright sale, or material demise of Originator's business. Either party may terminate this Agreement immediately upon the discovery of fraud or material breach of this Agreement by the other party, its agents or employees. Termination for fraud or breach shall be effective immediately upon delivery of written notice to the non-terminating party.

- 8) **Cancellations.** In the event of cancellation of a Contract that is financed, Originator shall refund to the lender the unearned portion of the total price of the Contract retained by Originator that is financed by the lender. If a canceled Contract was not financed, Originator agrees to return to the Customer the unearned portion of the total price of the Contract retained by Originator. Upon written notice of a cancellation request to Provider, such unearned portion shall be determined by Provider in accordance with the terms of the Contract and applicable law. If applicable, Provider shall pay or credit to Originator an amount representing the unearned portion of the net cost relating to a canceled Contract. In the absence of any written

instructions to Provider from the lender/lessor who financed the purchase of the Contract, Originator shall be responsible for remitting the full amount of any cancellation refund in a timely fashion to the Customer, the lender/lessor, or any other party entitled to receive such refund pursuant to the terms of the Contract and applicable statute or law. Originator shall remain financially responsible for such unearned portion of the total price of the Contract retained by the Originator as described herein notwithstanding any and all other circumstances, including, but not limited, to (a) Originator's discontinuation of offering Contracts to Customers under this Agreement, or (b) the material demise or insolvency of the Originator's business.

- 9) **Relationship of the Parties.** The relationship of the parties is that of independent contractors. This Agreement shall not be construed as authority for either party to act for the other in any agency, partnership, joint venture, or any other capacity, or to make commitments of any kind for the account of or on behalf of the other. For purposes of this Agreement, the actions of Originator and Originator's Affiliates, and each of their respective shareholders, directors, officers, members, employees, and representatives, shall be attributed to, and the responsibility and obligation of, Originator.
- 10) **Indemnification.** In addition to the indemnity, defense, and hold harmless obligations set forth elsewhere in this Agreement, Originator shall indemnify, defend, and hold completely harmless Provider and its Affiliates, and each of their successors, assigns, members, directors, officers, managers, employees, shareholders and agents (collectively referred to as "Indemnified Parties") from and against any and all claims, demands, liabilities, judgments, obligations, losses, damages, penalties, fines, amounts in interest, costs, expenses, and disbursements of any kind and nature whatsoever (including, without limitation, any and all attorneys' and expert witness fees and court costs), including any amounts paid in settlement, arising out of, or related in any way to, Originator's and/or its Affiliates', and/or each of their representatives', agents', or employees' (a) breach of this Agreement including any addenda or amendment(s) thereto, (b) violation of the terms of Contract(s), Program, or Program Materials, (c) representations to Customers concerning Contract terms, coverage, benefits, or endorsements that are factually inaccurate, false, or not contained in the Contract, (d) violation of local, state, or federal laws, statutes or regulations, (e) negligence, willful misconduct, fraud, or misrepresentation, and (f) unfair, deceptive, or abusive acts and practices. Provider and/or its Affiliates may, at their election, assist in the defense of, and choose their own counsel for, any claim, suit, or proceeding by a third party against Provider or its Affiliates which may be reasonably be expected to be subject to this Section 10.
- 11) **Authority.** Originator warrants that the execution of this Agreement is within its powers, has been duly authorized by all necessary corporate, partnership or other action, does not contravene any governmental, regulatory or contractual restrictions on Originator, and that this Agreement is valid and legally enforceable in accordance with its terms.
- 12) **Proprietary Rights.** Originator acknowledges and agrees that Provider has the exclusive right to market any Program containing the words "Wise F&I," "ONWise," and any trade-name, trademark, or other intellectual property identified in PLA(s) to this Agreement, and that Provider and/or its Affiliates own(s) exclusively all right, title, and interest in and to such trade-names, trademarks, and other intellectual property related thereto as well as any other trade-names, trademarks, and intellectual property owned by Provider and/or its Affiliates (collectively, "Intellectual Property"). Originator acknowledges and agrees that its use of Intellectual Property shall not be interpreted to derogate from such exclusive ownership rights of Provider and/or its Affiliates. Originator agrees not to use any marketing or other promotional material concerning Intellectual Property, other than the Marketing Materials provided by Provider hereunder, without Provider's prior written consent. Originator acknowledges and agrees that its use of any Intellectual Property does not grant, nor is anything herein intended to be construed as granting, Originator any ownership rights thereto. Originator agrees that its use of Intellectual Property is subject to Provider's continued consent and approval, which may be withdrawn at any time. Provider reserves the right, in its sole discretion, to substitute a different trade-name, Contract and/or Program hereunder, in whole or in part.
- 13) **Notices.** All notices regarding this Agreement shall be in writing and sent via United States Postal Service certified or registered mail, postage prepaid, to the address of the receiving party provided above (or the last known address), and such notice shall be effective on the date of mailing. Originator and Provider are obligated to provide written notice of any change of address.
- 14) **Assignment.** Originator may not assign this Agreement without the prior written consent of Provider. Provider may assign this Agreement in whole or in part; however, Provider agrees to notify Originator of any such assignment. Any change in control resulting from an acquisition, merger, or otherwise shall constitute an assignment under this Section.
- 15) **No Waiver.** No failure or delay by either party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver of such right, power, or remedy.

- 16) **Governing Law and Forum Selection.** This Agreement is executed in the State of Missouri and will be governed and interpreted by the laws of the State of Missouri without regard to any conflict of laws rules. The exclusive jurisdiction for resolution of any dispute under this Agreement shall be the federal and state courts located in St. Louis County and St. Louis City, State of Missouri. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought.
- 17) **Notice of Complaints.** Originator shall notify Provider in writing of any complaints filed or threatened to be filed, which materially affect, or could materially affect, the Program(s), the Contracts, or the CLIP coverage for the Program(s).
- 18) **Entire Agreement and Binding Effect.** This Agreement (including all incorporated documents) is the complete and exclusive agreement of the parties with respect to the subject matter herein, and supersedes all prior agreements, negotiations, and communications on such subject matter between Originator and Provider and/or Provider's Affiliates. Each party acknowledges that it has had the opportunity to be represented by counsel in the negotiation of this Agreement, and that the Agreement shall be interpreted as though drafted by both parties. This Agreement shall be binding upon and shall inure to the benefit of each party and their respective successors, executors, personal representatives, and permitted assigns.
- 19) **Amendments.** This Agreement may be amended by Provider upon its providing Originator with thirty (30) days prior written notice; provided that any such amendment is not rejected by Originator within such thirty (30) day period. Any such amendment shall be effective with respect to Contracts sold by Originator after the expiration of the thirty (30) day period. Notwithstanding the foregoing, this Agreement may be amended in writing by mutual consent of the parties.
- 20) **Severability.** If any provision(s) of this Agreement is declared or found to be illegal, unenforceable, or void, then such provision(s) shall be deemed amended to the extent necessary to make it legal and enforceable while preserving its intent, and all other provisions shall remain in full force and effect.
- 21) **Records.** Originator shall maintain true and complete records of all Contracts it sells. All of Originator's books, records, and files related to the Program(s), Contracts, and business covered by this Agreement shall be open at all reasonable times during the normal business hours of Originator to inspection by Provider or its authorized representatives.
- 22) **Counterparts.** This Agreement and any addenda or amendment hereto may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall constitute one and the same instrument. The parties agree to execute this Agreement, and conduct business thereunder, by electronic means. Electronic signatures and electronically scanned or facsimile signatures on this Agreement and any addenda or amendment hereto will have the same effect as original manual signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the date first above written.

Originator

Wise F&I LLC (Provider)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A to Originator Agreement

Authorized users to whom Platform Credentials should be issued:

Management Personnel			These users will have admin-like, hi-level access to the Platform including all those rights below plus rate mark-up, price limit and template edit rights.		
	First Name	Last Name	Phone	Ext.	Email Address
1)					
2)					
3)					
Back-office or Administrative Personnel			These users will be able to view, void and/or remit contracts; in addition to retrieving billing statements and obtaining cancellation quotes.		
	First Name	Last Name	Phone	Ext.	Email Address
1)					
2)					
3)					
4)					
F&I Personnel			These users will be able to originate, rate and view quotes and then laser print final contracts for customer's signature.		
	First Name	Last Name	Phone	Ext.	Email Address
1)					
2)					
3)					
4)					
5)					
6)					

**PRODUCT LINE ADDENDUM
To Originator Agreement**

THIS PRODUCT LINE ADDENDUM (“Addendum”) is made a part of the Originator Agreement between Wise F&I LLC (“Provider”) and _____ (“Originator”) (hereinafter the “Agreement”), and is entered into by and between Provider and Originator.

By execution of this Addendum, Provider and Originator each agree to be bound by all of the terms and conditions of the Agreement, and Originator expressly acknowledges its independent contractor relationship with Provider as described in the Agreement. Unless otherwise defined herein, the terms contained in this Addendum have the same meaning as those defined in the Agreement. In the event of any conflict between the provisions of this Addendum and those of the Agreement, the provisions of this Addendum shall control.

Provider hereby authorizes Originator to market the Program described below in this Addendum, on behalf of Provider, to prospective Customers in accordance with the Agreement, this Addendum and the applicable Contract(s).

Originator expressly agrees that this Addendum may be unilaterally amended and/or replaced by Provider at its sole discretion, and such amended or replacement addendum shall be effective thirty (30) days from the date issued unless otherwise indicated.

PRODUCT LINE: Key & Key Fob Replacement (service contract)

TRADE-MARK: KEYWise® (*product brand*)

ADMINISTRATOR: Vehicle Service Administrator LLC

OBLIGOR: Vehicle Service Administrator LLC

UNDERWRITER: Old Republic Insurance Company

CANCELLATION STATUS: Contracts are cancellable and Originator’s compensation subject to refund. Cancellation Fee(s) may apply – see Contract(s) for specific details.

MARKETING COLLATERAL: Consumer Brochure

AUTHORIZED CONTRACT FORM: KW_FG5000

BENEFIT COVERAGE DESCRIPTION:
Highlights of core benefits include the following:

- Key/key fob(s) Coverage
- Alternative Transportation Coverage
- Additional Key(s) Coverage
- Home Lockout Service Coverage

See contract form for complete details including all terms, conditions, limitation and exclusions.

VEHICLE ELIGIBILITY:
Vehicle eligibility restrictions may apply. For complete details, see current KEYWise Vehicle Rate Chart as issued by Provider.

DEALER COST / PLAN RATE STRUCTURE:

Vehicle Class	Contract Term				
	12 Months	24 Months	27 Months	36 Months	39 Months
1					
2					
3					

Vehicle Class	Contract Term				
	42 Months	48 Months	60 Months	72 Months	84 Months
1					
2					
3					

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

Originator

Wise F&I LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____