

Cancellation Shield Dealer Agreement

This Agreement (this “**Agreement**”) dated the ___ day of, _____ 20___ (the “**Effective Date**”) between Consumer Retention Team, LLC (“**CRT**”) a Wisconsin limited liability company with its principal place of business at 3481 N Ave, Hartford Wisconsin, USA 53027 and _____ [**insert name of dealer**] (“**Dealer**”), with its office located at _____ [**insert address of dealership**]

RECITALS:

- A. **Dealer’s** retail customers (consumer who have purchased cancellable products from Dealer) will use **CRT** software to provide the customer an online portal to cancel insurance products purchased by the **Dealer**.
- B. **Dealer** considers it desirable that **Dealer** has available to its customers a cancellation process to expedite processes of cancellable products.
- C. **CRT** will provide to the **Dealer** on a custom Website built by **CRT** for the use of cancelling products that were purchased by their customers.
- D. **CRT** will submit cancellations through their software to the **Dealer** and the **Dealer** shall complete the cancellation and refund of products purchased by the consumer.
- E. Dealer shall utilize Cancellation Shield in accordance with the terms of this Agreement.

Dealer agrees to follow the policy and procedures set forth in the Cancellation Shield operations guide or such other instructions issued by **CRT**, and to properly use and complete the Payment Plan Agreement provided by **CRT** and any related documentation thereto.

1. Fees and Payments

- (a) **CRT Fee.** **Dealer** shall pay **CRT** a fee of \$_____ each month before the 15th of the month following the month of service.
- (b) *Set up Fee.* **Dealer** shall pay **CRT** \$_____ for the design, set up and server space of their website.

2. Website access

CRT shall allow Dealer access to their website for the purposes of completing a cancellation. It is acknowledged and agreed by **Dealer** that **CRT** requires the dealer to process cancellations in fewer than 4 weeks (30 days) from date of receipt of cancellation.

3. Training

CRT shall be responsible for training Dealer staff, at no additional cost to Dealer, as to the implementation, processing and use of Cancellation Shield, including the Website. **CRT** will be available by telephone or email.

4. Reporting

CRT shall make available to Dealer on a secure website, information in respect to cancellations received by CRT.

5. Term; Termination

The term of this Agreement shall commence on the Effective Date and shall terminate upon not less than 30 days prior written notice by one party to the other party to this Agreement.

6. General Representations and Warranties

Dealer and CRT make the following representations and warranties to each other and acknowledge and confirm that each is relying upon these representations and warranties.

- (a) *Existence and qualification.* Each of Dealer and CRT has been duly incorporated or organized, as the case may be, and is validly subsisting under the laws of its jurisdiction of incorporation or organization, , as the case may be, and is qualified to transact the business contemplated by this Agreement in every jurisdiction where such business is so transacted.
- (b) *Power and authority.* Each of Dealer and CRT has the power and authority to enter into, and to exercise its rights and perform its obligations under this Agreement and all other instruments and agreements that it delivers under this Agreement.
- (c) *Execution, delivery and performance.* The execution, delivery, and performance of this Agreement and every other instrument or agreement that each of Dealer and CRT delivers under this Agreement or in connection with this Agreement, has been duly authorized, and each such document has been duly executed and delivered by each of Dealer and CRT.
- (d) *Compliance with applicable law etc.* None of the execution or delivery of, the consummation of the transactions contemplated in, or compliance with the terms, conditions, and provisions of this Agreement or any of the agreements or documents delivered in connection this Agreement by each of Dealer and CRT conflicts with or will conflict with, results in or will result in any breach of, or constitutes a default under, or contravention of any applicable law or any provision of Dealer or CRT, as the case may be, articles of incorporation or other charter documents, by-laws, limited liability company agreement, operating agreement, and any and all other similar agreements, documents and instruments relating to Dealer or CRT, as the case may be.
- (e) *Enforceability.* This Agreement and the other agreements or documents delivered in connection with this Agreement have been duly executed and delivered and constitute legal, valid, and binding obligations of each of Dealer and CRT enforceable in accordance with their respective terms.

7. Covenants

While this Agreement is in effect Dealer shall maintain or perform, as applicable, the covenants contained in this Agreement. In addition, from the date hereof, Dealer shall:

- (a) Cancel products requested by the consumer as required, if applicable, on the Product and maintain the Product if requested by the Customer;
- (b) Not amend, modify or otherwise change the Cancellation Shield Agreement in any manner or form, or represent to the Customer that it has any authority with respect to the Cancellation Shield Software or Websites;
- (c) Ensure the cancellation refund is delivered to the Customer in the time frame noted in this agreement and at the location as set out on the cancellation form.

8. **Events of Default**

The occurrence of any one or more of the following events shall constitute an event of default ("**Event of Default**") by Dealer hereunder:

- (a) Dealer shall fail to perform or observe any obligation, covenant or agreement contained in this Agreement or any other agreement between the parties, if such failure is not cured within ten (10) Business Days after CRT gives notice thereof to Dealer;
- (b) any representation, warranty or covenant of Dealer contained herein shall prove to have been materially false or misleading when made;
- (c) Dealer becomes insolvent or makes an assignment for the benefit of creditors, files a petition in bankruptcy, is subject to an involuntary bankruptcy petition filed against it, has a receiver appointed for it or any of its assets, takes advantage of any insolvency law, or admits the material allegations of a petition filed against Dealer in any bankruptcy or insolvency proceeding;
- (d) Dealer has a material adverse change in its financial condition;
- (e) Dealer commits an act of fraud, dishonesty or intentional misrepresentation under or in connection with this Agreement;
- (f) Dealer repeatedly fails to timely comply with the requirements of this Agreement or the Cancellation Shield operations guide issued by CRT;

Remedies

Upon an Event of Default, CRT may immediately stop providing Cancellation Shield and terminate this Agreement upon three (3) Business Days' notice to Dealer and may exercise any remedies provided in this Agreement and any other remedies available to CRT at law.

9. **Indemnity**

Dealer hereby agrees to indemnify CRT for any loss or damage it may suffer or incur with respect to any breach by Dealer or its employees or agents of any of Dealer's representations, warranties or covenants contained in this Agreement and shall hold harmless and indemnify CRT and its managers, members, directors, officers, employees and agents from and against all losses, claims, costs (including without limitation legal costs and fees), liability, fines, charges and expenses in connection therewith, brought, commenced or prosecuted against any or each of them as a result of or arising from (i) willful

misconduct, bad faith, negligence or recklessness by Dealer or its respective agents or employees in carrying out its obligations hereunder or under the Payment Plan Program operations guide distributed by CRT or (ii) the sale of a Product or the performance of services by Dealer.

10. Notice

To be effective, a notice must be in writing and delivered to a party's address set out below (a) personally, either to the individual designated below for that party or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out below, (b) by fax or email with receipt acknowledged by the recipient, or (c) by registered or certified mail, return receipt requested, or by an internationally recognized overnight courier service, delivery prepaid, or to any other address for a party as that party from time to time designates to the other parties in the same manner:

(i) in the case of Dealer:

[●]

Attn: [●]

(ii) in the case of CRT:

3481 N Ave

Hartford WI, 53027

Attn: Mr. Spencer Walters

Any notice is effective (i) if personally delivered as described above, on the day of delivery if that day is a Business Day and it was delivered before 5:00 p.m. local time in the place of receipt and otherwise on the next Business Day, (ii) if sent by fax or email, on the day of transmission, if that day is a Business Day and the fax transmission was made or the email was sent before 5:00 p.m. local time in the place of receipt and otherwise on the next Business Day, (iii) if sent by registered or certified mail, on the fifth Business Day following the day on which it is mailed, except that if at any time between the date of mailing and the fifth Business Day thereafter there is a disruption of postal service then notice must be given by means other than mail, or (iv) if sent by internationally recognized overnight courier service, delivery prepaid, on the next Business Day following the day on which it was entrusted to the courier.

11. No Agency, Partnership or Joint Venture

In giving effect to this Agreement, neither party shall be or be deemed to be an agent of the other for any purpose, except as expressly set forth herein, and their relationship to each other shall be that of independent contractors. Nothing in this Agreement shall constitute a partnership or a joint venture between the parties. Neither party shall have the right to enter into contracts or pledge the credit of or incur expenses or liabilities on behalf of the other, except as expressly set forth herein.

12. Amendment

This Agreement may only be amended by a written document signed by each of the parties.

13. Amendment to Cancellation Shield Program

CRT reserves the right to make changes to the Cancellation Shield Program, including future changes to the Cancellation Shield Program and the CRT Fee as it reasonably may deem appropriate. Any such changes made by CRT shall be effective no sooner than thirty (30) days after CRT provides Dealer written notice of such changes. CRT will give Dealer not less than thirty (30) days' notice of any such change proposed by CRT. Any such change shall be effective on the date stated in such notice.

14. Waiver

No waiver of satisfaction of a condition or non-performance of an obligation under this Agreement is effective unless it is in writing and signed by the party granting the waiver. No waiver under this Agreement affects the exercise of any other rights or remedies under this Agreement. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

15. Further assurances

Each party shall sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.

16. Binding effect

This Agreement inures to the benefit of and binds the parties and their respective heirs, executors, administrators and other legally appointed representatives, successors, and permitted assigns.

17. Governing Law

This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Wisconsin (excluding any rule or principle of conflicts of law that may provide otherwise).

18. Submission to jurisdiction

The parties irrevocably agree to the jurisdiction of the courts located in Madison, Wisconsin, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

19. Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Agreement.

This Agreement has been executed by the parties as of the date first above written.

[DEALER]

By: _____
Name:
Title:

CONSUMER RETENTION TEAM, LLC

By: _____
Name:
Title:

Please Complete the Dealership Staff Contact Report Below

General Manager Name and Email	
Finance Manager Name and Email	
Office Manager Name and Email	
Cancellations Processers Name and Email	
Dealer Principal Name and Email	

Dealership Address
Dealership Phone Number
Dealership Web Address

If for multiple locations please provide a list with same information above for each location.

Please list the cancellable products sold by the Dealer below