

This Agreement is entered into this _____ day of _____, 20_____, by and between AutoLifeRx™, P.O. Box 82758, Phoenix, Arizona 85071-2758 (hereinafter referred to as Company), and:

Please Print or Type Clearly

Full Legal Name of Dealership _____

Address: _____, City, State, Zip: _____

Telephone/Fax: _____ / _____ Email: _____
(hereinafter referred to as Dealer).

Company and Dealer are collectively referred to as “Parties” and individually as a “Party.”

WHEREAS, the Company, markets and administrates the AutoLifeRx™ product warranty program (hereinafter referred to as “Program”) and

WHEREAS, the Dealer desires to use the Company’s Program in conjunction with the sale of automobiles to Dealer’s customers; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. **DEALER.** During the term of this Agreement, Dealer represents that it:
 - a. Agrees to follow the instructions and procedures as outlined by the Company, including additions, deletions, and amendments that the Company may furnish from time to time. Dealer will have no authority to waive or modify any of the terms or conditions of the policy or application for the Program. Dealer will not use an application or form designed for a State different from the one in which it is making sales.
 - b. Agrees to send to the Company no later than the 10th of the month all required forms furnished by the Company, all applications, and required fees as set forth in this agreement for the prior month’s business.
 - c. Agrees to collect any required state sales tax from Dealer's customers on the sale of AutoLifeRx™ contracts and submit these monies in full to the applicable Department of Revenue at the time the Application is submitted to the Company or designated Agent.
 - d. Agrees to indemnify and hold Company and the insurer harmless for any claim submitted for which the Dealer did not remit the required fees or application to Company, and for any untrue representations Dealer has made about the Program (including calling the Program insurance).
 - e. May be liable for any amount due under the Program if Dealer has failed to timely remit any Application(s) with proper payment of such Application(s).
 - f. Agrees that coverage and terms submitted by Dealer, not in accordance with the Dealer Procedures constitutes breach of this Agreement and any loss or expenses related to such breach shall be assumed by Dealer.

2. **COMPANY.** During the term of this Agreement, Company represents that it:
 - a. Hereby grants limited authority to Dealer to receive and accept AutoLifeRx™ applications from Dealer’s customers to purchase coverage under the Program.
 - b. Agrees to furnish the Dealer with training of Dealer’s personnel and the necessary applications, forms and other supplies necessary for the Dealer to implement the Program, all of which shall remain the property of the Company (including the Program name) and shall be returned to Company in the event of the termination of this Agreement.
 - c. Agrees to investigate, process, and pay all valid claims presented under the Program, and arrange for the reimbursement to the customer for valid claims under the Program.
 - d. Shall be under no obligation to investigate or arrange for the payment of any claim if the Dealer fails to remit the application and required fees to the Company.
 - e. Shall not be liable for any costs or expenses incurred by the Dealer, nor for any bodily injury or property damage claims, nor for any other liabilities of any nature other than those expressly assumed herein.

3. **TERM AND TERMINATION.** This Agreement is continuous unless cancelled. Either party may terminate this Agreement upon written notice either in person or by postage paid, return receipt requested mail, sent to the last known address of the receiving party, and will be effective upon the date of service or receipt. It is the duty of the parties hereto to notify the other of any change of address. The Dealer will be responsible for and agrees to remit to Company all Program agreements produced by Dealer under the Program prior to the effective date of termination. The termination of this Dealer Agreement will not affect any application received by the Company prior to the effective date of termination. After termination, Dealer agrees to return any and all unused applications, forms, brochures, computers, printers and any other supplies or equipment made available to Dealer by Company.

4. **ARBITRATION.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties specifically agree to the binding nature of the arbitration. Any arbitration subject to this paragraph shall be before a single impartial arbitrator who shall have no less than ten (10) years experience in the automotive industry unless otherwise mutually agreed to by the parties. If no arbitrator is agreed to within ten (10) days of demand for arbitration, either party may petition a court for appointment of a qualified arbitrator whose qualifications are consistent with the requirements of this paragraph. If the original arbitration is not successful, for any reason, the arbitration shall be conducted by another arbitrator selected by Company. Each party to the arbitration shall pay its own expense. Arbitration service fees and arbitrator fees shall be paid equally by each party, unless the arbitrator rules otherwise. The location of all arbitrations shall be located in Maricopa County, Arizona. The decision of the arbitrator shall be final and binding and may be entered as a judgment in any State or Federal court of competent jurisdiction. The initiation or participation by any party in any judicial proceeding shall not be deemed a waiver of the right to enforce this arbitration provision and notwithstanding any provision of

law to the contrary, shall not be asserted or accepted as reason to delay, to refuse to participate in, or refuse to enforce this arbitration provision. The successful party shall be entitled to recover reasonable attorney's fees and costs incurred in enforcing this arbitration provision, and the arbitrator shall have sole authority to award such fees and costs. The laws of the State of Arizona, irrespective of its choice of law principles, shall apply.

5. GENERAL PROVISIONS

- a. The Company reserves the rights, before or after termination, to audit the books and records of Dealer pertaining to the Program as long as any liability may exist.
- b. Neither Party has the authority to bind the other in any way unless specifically set forth herein.
- c. The parties are acting solely as independent contractors in all matters relative to this Agreement.
- d. The Dealer will not accept service or settle any claims on behalf of the Company, nor will any Dealer statements bind the Company.
- e. Should the Dealer consist of more than one location or dealership, the name of each individual dealership or location will be attached hereto by amendment and the terms and conditions herein will apply to all dealerships and locations.
- f. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by the successors, assigns, or representatives of the parties hereto.
- g. The signatory for Dealer warrants that he/she has the necessary authority to execute this Agreement for Dealer.
- h. This Agreement shall be construed under the laws of the State of Arizona and supersedes all prior oral and written agreements between the parties. Should any part of this Dealer Agreement be found to be unlawful or void, it shall not affect the remaining parts of the Agreement.
- i. Payment of remittances must be made payable to AutoLifeRx™.
- j. This Agreement contains the complete understanding of the parties and may not be amended or modified by the parties unless such amendment or modification is in writing.

IN WITNESS WHEREOF, the parties have executed this Dealer Agreement on the date first above written.

ACCEPTED AND AGREED:	ACCEPTED AND AGREED:						
Dealer Name: _____	AutoLifeRx™: _____						
By: _____	By: _____						
Name: _____	Name: _____						
Title: _____ Date: _____	Title: _____ Date: _____						
<table border="1" style="margin: auto; border-collapse: collapse;"><tr><td style="text-align: center; padding: 5px;"><u>Standard</u> Base Cost</td><td style="text-align: center; padding: 5px;"><u>PLUS</u> Base Cost</td><td style="text-align: center; padding: 5px;">Online Submission</td></tr><tr><td style="text-align: center; padding: 5px;">\$398</td><td style="text-align: center; padding: 5px;">\$548</td><td style="text-align: center; padding: 5px;"><u>Yes</u> <input type="checkbox"/> <u>No</u> <input type="checkbox"/></td></tr></table>	<u>Standard</u> Base Cost	<u>PLUS</u> Base Cost	Online Submission	\$398	\$548	<u>Yes</u> <input type="checkbox"/> <u>No</u> <input type="checkbox"/>	
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Mandatory Surcharges if Applicable							
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Witnessing Agent Signature: _____ *Jim Willis* _____ Agency # A2341

Preferred Funding LLC **6 Graham Court** **Middletown** **DE** **19709**

Witnessing Agency/Agent Name Address City State Zip

Fax: 302-450-7140

Additional Dealership Information
Please Print or Type Clearly

Dealership: _____

Federal Tax ID # (Required): _____

Primary Contact: _____ Phone/Ext: _____

Secondary Contact: _____ Phone/Ext: _____

Monthly Unit Sales Volume: _____ Approximate # of Units on Lot (Size of Dealership): _____