



Dealer Information Sheet

Dealer Information		
Dealership Name/DBA		
Billing Address		
Phone	Fax	Federal Tax ID
Website		Email
Mailing Address (if different than billing)		
eRating and eContracting Options (list name of Menu or Dealer Management System)		
<input type="radio"/> Menu	<input type="radio"/> Dealer Management System	<input type="radio"/> Classic Access Portal (CAP)
User 1 Name	User 1 Email	<input type="radio"/> Online Cancellation Access
User 2 Name	User 2 Email	<input type="radio"/> Online Cancellation Access
User 3 Name	User 3 Email	<input type="radio"/> Online Cancellation Access
Remittance Payment Method Options (Select only one.)		
<input type="radio"/> Live Check (paper)		<input type="radio"/> ACH Dealer Account Sweep
Payment/Remittance Contact Name:		Email:
Dealer Contacts		
Principal Owner:	Service Manager:	General Manager:
Used Car Manager:	F&I Manger:	Primary Contact:
Preferred Lender Information		
List of Preferred Lenders To Confirm Eligibility for GAP Care (F&I Sentinel Lender Program):		
Agency Information		
Agent Name:		Agency Name:
Phone:	Email:	



GUARANTEED AUTOMOBILE PROTECTION LENDER AGREEMENT

This Agreement is entered into by and between Norman & Company, Inc., whose offices are located at 13401 McCormick Drive, Tampa, FL 33626 (hereinafter referred to as "ADMINISTRATOR"), and _____ with offices located at _____ (hereinafter collectively referred to as "Lender") effective _____.

WHEREAS, Norman & Company, Inc. (known hereinafter as ("ADMINISTRATOR") provides, as outlined herein, certain Guaranteed Auto Protection Waiver Programs (programs"), and whereas, ADMINISTRATOR desires to contract with the Lender to enable the Lender to offer its borrowers a Waiver of certain liabilities as outlined in the Guaranteed Auto Protection Waiver Agreement(s) ("Waivers"), attached hereto, and whereas, Lender desires to appoint ADMINISTRATOR or the agent of record as its agent in obtaining insurance to cover the waiver of certain liabilities with its borrowers, the Parties hereto agree as follows:

1. LENDER OBLIGATIONS

- a. AGREEMENT PERIOD. This Agreement begins on the date indicated above and shall remain in effect until terminated as provided herein.
- b. AUTHORIZATION. The Lender certifies that it is licensed by state regulatory authorities to make auto installment sales and is authorized to offer loan agreement Waivers to its borrowers and to alter the prepayment provisions, as provided in certain waivers of liability to its borrowers, subject to any and all applicable laws. The compliance with any state regulations, provisions and/or licensing requirements is the Lender's sole responsibility and ADMINISTRATOR will be held harmless for any Lender's failure(s) thereof. The Lender shall offer said Waivers only to customers who originate their loans through the Lender, only at the time the loan is transacted and only on the attached forms. Any requests for exceptions for waivers to be sold outside the parameters as stated in 1B must be submitted to ADMINISTRATOR in writing and must be approved before the sale can commence. The Lender will only market and sell waivers to vehicles eligible for coverage using the forms and guidelines provided by ADMINISTRATOR as specified in this Lender Agreement or the applicable form. ADMINISTRATOR will bear no liability or obligation for any ADMINISTRATOR products offered in violation of or excluded by the terms and conditions of the applicable form, the terms contained in this Lender Agreement or which otherwise do not satisfy ADMINISTRATOR's requirements and/or guidelines. The Lender is authorized to collect amounts due for said Waivers and shall hold amounts due ADMINISTRATOR in a fiduciary capacity as trustee for ADMINISTRATOR until remitted to and received by ADMINISTRATOR.
- c. INELIGIBILITY. The Lender shall not offer the Program to purchasers of other types of loans or collateral designated as ineligible by ADMINISTRATOR.
- d. PROGRAM COSTS AND FEES. The Program Cost and Fees are shown on the attached Remittance Schedule. ADMINISTRATOR may change the Program Cost and the Fees by providing thirty days written notice to the Lender or one of ADMINISTRATOR'S representatives.
- e. PAYMENT OF MANAGEMENT FEES. The Lender hereby authorizes ADMINISTRATOR to pay portions of the remittance amount for each Waiver as a Management Fee directly to individuals or entities as provided for in the Remittance Schedule of this Agreement. Dealer agrees either during the continuance of this Agreement or after its termination, that any chargebacks for Management Fees due to cancellations, unwinds, refunds, etc. are the sole responsibility of the signing Lender. Lender understands that cancellations of any management fees for any beneficiaries who are no longer receiving management fees can be netted against payments to other beneficiaries. The Lender understands that cancellations can be based upon amounts net of management fees. Note: if any commissions exceed ADMINISTRATOR'S maximum commission allowance, 15% may be held back in trust for future chargebacks.
- f. REMITTANCE TO ADMINISTRATOR. The Lender shall send ADMINISTRATOR a copy of each Waiver issued with its payment for the amount due shown in the Remittance Schedule attached hereto within 20 days after the end of each month in which the Waiver was issued. Failure to remit a Waiver within 60 days of its date of issue shall relieve the insurer and ADMINISTRATOR from any liability for amounts due the Lender under said Waiver, unless such late Waivers have been resubmitted in accordance with the ADMINISTRATOR procedures and instructions and any applicable fees. Lender's responsibility to remit any and all such fees and costs to ADMINISTRATOR will survive the termination of this Lender Agreement. All remittances must be made payable to ADMINISTRATOR.
- g. REFUNDS. Upon the occurrence of Program Cost refunds for any reason, ADMINISTRATOR shall pay the Lender the unearned/unused portion of the Program Cost ADMINISTRATOR received, and the Lender shall add to that amount the unearned/unused portion of any fees, allowances, or commissions originally paid to any party, and Lender shall credit the full refund to the Borrower's account. Lender will maintain a record of all cancelled contracts and all documentation to include proof the refund has been received and payment verified. Termination of this Agreement shall not eliminate this responsibility. Refunds under five dollars will not be made.
- h. OFFSET. ADMINISTRATOR reserves the right to offset any amounts due to or from the Lender under this or any other Agreements the Lender may have from time to time with ADMINISTRATOR or affiliated companies.
- i. KEEPING OF RECORDS. The Lender agrees to maintain accurate and complete records relating to its participation in the Program for its active term plus 1 year thereafter and to make such records available for inspection by ADMINISTRATOR or its representatives at any time during the normal business hours. The Lender shall assist ADMINISTRATOR in resolving any discrepancies or errors which may occur.
- j. ELECTRONIC REMITTANCE OF WAIVERS. Lender agrees to using an electronic system such as the CAP (Classic Access Portal), DMS or Menu program to create GAP waivers. ADMINISTRATOR agrees that the Lender does not have to remit the signed copies of the waivers sold as long as the **Lender agrees to maintain accurate and complete records relating to its participation in the Program including a signed copy in either paper or digital format for the entire term of the loan. The Lender also maintains that any waivers listed on the monthly remittance register and paid for by the Lender have been signed by the customer and are in the Lender's possession.** The Lender shall assist ADMINISTRATOR in resolving any discrepancies or errors which may occur.
- k. INDEMNIFICATION. The Lender agrees to comply with all applicable laws and regulations and agrees to indemnify and hold ADMINISTRATOR harmless from all demands, claims, liabilities, damages, losses, judgments, and expenses (including reasonable attorney's fees), ("Losses"), to the extent caused by the Lender's (including its employees) (i) failure to comply with all applicable laws and regulations or (ii) negligent acts or omissions with respect to the offering or administration of the Program, (iii) failure of the Lender to follow ADMINISTRATOR'S procedures and instructions or to comply with the terms of this Agreement. ADMINISTRATOR will be held harmless from any and all liability in any event where

Dealership or any of its employees, agents, or representatives has misrepresented ADMINISTRATOR'S products in any way. Dealership will employ a "No-Pressure" point of sale philosophy. ADMINISTRATOR strictly prohibits the insistence, coercion or bullying of customers into purchasing any ADMINISTRATOR product. ADMINISTRATOR expressly prohibits the discrimination or disparate treatment of any customer in the offer or sale of any ADMINISTRATOR product based on a customer's age, gender, sexual orientation, nationality, disability, or any other personal characteristic. Dealership will not offer personalized or preferential pricing of any kind based on any such personal characteristic, attribute, or trait.

2. DUTIES OF THE PARTIES.

- a. ADMINISTRATOR agrees to consult with the Lender regarding the operation of the Program and to provide Waiver forms, brochures and other marketing materials, as ADMINISTRATOR deems reasonably necessary to assist the Lender in the operation of the Program. Lender shall not create, distribute, or use any marketing, sales, or administrative materials, regarding ADMINISTRATOR 'S products or use ADMINISTRATOR 'S name or the name of any of its affiliates without prior written approval of ADMINISTRATOR. Lender's customization of any forms will be done solely at Lender's cost. ADMINISTRATOR will not be responsible for any costs incurred due to Lender's request for any changes or revisions to any forms offered and provided by ADMINISTRATOR.
- b. Lender agrees to use diligence in its performance of its duties hereunder and to abide by all rules, regulations and procedures relating to the program as provided from time to time by ADMINISTRATOR in any form of written communication, including but not limited to, letters, memoranda, bulletins, faxes, or emails.
- c. Lender shall not at any time alter, amend, or waive any terms or conditions of the Waivers issued to its borrowers.
- d. Lender is responsible for obtaining the necessary funding approvals from any regulatory authorities for lending institutions to which Lender intends to assign the loan agreement for which a Waiver has been issued.
- e. ADMINISTRATOR, as agent for and on behalf of the Lender, shall obtain insurance to cover certain losses that may occur from a waiver of liability as provided in the Waivers. The Lender shall be named as the insured under the insurance policy or contract of insurance. Benefits under such insurance shall extend to any lending institution assuming a loan for which a Waiver was issued.
- f. Lender shall promptly provide to ADMINISTRATOR information and records concerning any inquiry from a state regulatory agency.

3. PROCEDURES IN THE EVENT OF LOSS

- a. Lender shall report to ADMINISTRATOR all requests for reimbursement for which a Waiver was issued within 30 days after the Lender first has notice of the loss. The Lender shall provide all information necessary to determine the amount of reimbursement due under the terms of the Waiver issued.
- b. ADMINISTRATOR shall, upon receipt of all required documents outlined in the waiver and listed in the GAP Reimbursement Information Form, process the claim under the Lender's insurance coverage pursuant to paragraph 2.(e) of this Agreement. ADMINISTRATOR and/or the insurer shall not be responsible for any claim for loss not covered under the Waiver(s), not reported to ADMINISTRATOR as provided herein, for any Waiver for which ADMINISTRATOR has not received payment as provided herein, or for waivers that do not comply with any procedure, rule, or regulation relating to the Program.
- c. In the event the Lender assigns any loan for which there is a Waiver issued, the Lender shall cause the assignee to assume the Lender's responsibilities under the Waiver and any such insurance proceeds under the Program for such Waiver shall be paid directly to the assignee.
- d. If the Lender offers the GAP Advantage Option, the Lender agrees to provide a signed bill of sale indicating the GAP Advantage credit given to the borrower" and ADMINISTRATOR will reimburse the Lender for the credit given to the borrower as provided for in the borrower's Waiver.

4. TERMINATION

- a. This Agreement may be terminated at any time by either party with 30 days written notice to the other.
- b. This Agreement may be terminated automatically without notice should Dealer fail to submit Contracts for three (3) consecutive months.
- c. ADMINISTRATOR may terminate this Agreement immediately with written notice upon Lender's act of fraud, malfeasance, misappropriation, withholding of funds, or willful neglect of any duty or obligation hereunder, including non-conformance with ADMINISTRATOR'S eligibility requirements.
- d. This Agreement shall automatically terminate without prior notice, upon (i) the dissolution of the Lender's partnership, LLC, or corporation, as the case may be, (ii) the Lender's invoking, or having invoked against it, any form of federal bankruptcy jurisdiction or state jurisdiction for receivership, liquidation, or conservator ship, or (iii) the Lender becomes or is declared insolvent according to any law.
- e. Termination shall not affect the rights or duties of either party with respect to the Waivers issued prior to the termination date of this Agreement.

5. MISCELLANEOUS

- a. NOTICES. Any notice or other communication required shall be in writing and sent United States Postal Service registered, certified mail, or by a nationally recognized delivery service and addressed to the party to be notified at its address specified herein.
- b. ASSIGNMENT. The Lender shall not assign or transfer any rights or benefit under this Agreement, either in whole or in part, without the prior written consent of ADMINISTRATOR. It is understood that the assignment of an individual loan or loans in the normal course of business as provided for in paragraph 3(c) of this Agreement shall not constitute an assignment. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of and shall be enforceable by the heirs, legal representatives, successors and assignees of the parties hereto.
- c. SEVERABILITY. If any term or condition of this Agreement, or the application of such term or condition shall be found by a court of competent jurisdiction to be, to any extent, invalid or unenforceable, the remainder of this Agreement and the application of all other terms and conditions shall be valid to the fullest extent permitted by law.
- d. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to any otherwise applicable principals or conflict of laws.
- e. WAIVER OR MODIFICATION. The failure of ADMINISTRATOR to enforce or require strict compliance with any term and/or condition of this Agreement, or to exercise any right of termination hereunder, shall not constitute a waiver of any such term, condition or right, nor shall it constitute a waiver of any other term, condition or right. No waiver, amendment or modification of this Agreement shall be valid unless made in a written instrument executed by both parties and attached hereto.
- f. ENTIRE AGREEMENT/AMENDMENT. This Agreement shall constitute the entire Agreement by, of and between the parties hereto, and all previous contracts, Agreements, and understandings between the parties hereto, whether oral or written, shall be of no further force and effect.

6. ARBITRATION

Any dispute arising in respect of the terms, conditions or effects of this Agreement shall be settled by binding arbitration as the sole remedy available to both Parties hereto. In the event of any such dispute, either Party hereto may make a written demand for arbitration. Upon such demand, each Party hereto shall select an arbitrator. The two arbitrators will then select a third arbitrator. If the two cannot agree upon a third arbitrator within thirty (30) days following the appointment of the second arbitrator, each arbitrator shall name a candidate for the third arbitrator and the third arbitrator shall be selected by drawing lots between such candidates. If either Party fails to select an arbitrator within thirty (30) days following the written demand for arbitration, the demanding Party may select both arbitrators and such arbitrators shall select the third arbitrator as aforesaid.

Each Party shall present its case to the three arbitrators within sixty (60) days following appointment of the third arbitrator, unless the arbitrators permit otherwise. The arbitrators shall render their decision as to the dispute within ninety (90) days following such presentations, unless the Parties hereto mutually agree otherwise. A decision agreed to by two of the arbitrators will be final and binding upon both Parties hereto. Each Party shall pay the expense of the arbitrator it selected and the Parties hereto shall bear the expenses of the third arbitrator equally. In the event the two arbitrators are chosen by the demanding Party as provided above, the two Parties shall bear the total combined expense of all arbitrators equally. Arbitration shall take place in the county of Hillsborough, Florida, a location as the Parties hereto may mutually agree upon. The commercial arbitration rules of the American Arbitration Association will apply. The provisions of this paragraph shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date referenced above.

ADMINISTRATOR'S Commitment to Data Security and Privacy

To: Our Lender Clients

As your chosen service provider, ADMINISTRATOR takes great pride in the utmost care and protection of the information you share with us. We understand that your customers are trusting you to protect their "non-public personal information" ("NPPI") (as such term is defined in Title V of the Gramm-Leach-Bliley Act, 15 U.S.C § 6801, et seq. ("GLBA") and its implementing regulations), and that you in turn are relying on us to maintain that trust. ADMINISTRATOR gets this. ADMINISTRATOR is committed to you, and committed to keeping your Lender information and customer NPPI (collectively, "Data") secure and private.

Data Security. ADMINISTRATOR protects and secures any and all Data we receive or obtain from you as required under all applicable privacy and data security laws, and maintains physical, electronic, and procedural safeguards. Our safeguards comply with all applicable federal, state and local laws and regulations.

Data Privacy. ADMINISTRATOR and all of ADMINISTRATOR'S employees, as well as any subcontractors, affiliates, or other third parties given legitimate access to your Data will only access and use your Data to provide our promised services to you. ADMINISTRATOR only accesses and uses the Data that is required to provide the services, and does not access, store, share, disclose, or use your Data except as necessary to provide the services. ADMINISTRATOR also does not enhance, sell, store, share, disclose, distribute, create, or derivate works from, or use any Data for any reason, except as necessary and for the time necessary to provide the services.

Lender: _____

ADMINISTRATOR

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

GAP Waiver Exclusions

- All GAP Programs must be sold at the time of vehicle sale.
- All GAP waivers remitted more than 60 days after the date they were sold are subject to a hold harmless letter and a \$50.00 late fee requirement.
- Exotic Vehicles are excluded from coverage.
- The correct form must be utilized based on the type of vehicle considered for coverage. For example, the GAP Advantage program cannot be submitted on a standard GAP waiver, etc.
- Salvage vehicles, branded or rebuilt titles, commercial vehicles and lemons that have not been corrected are excluded from coverage on all GAP waiver programs.
- Programs are not available in all states. Please contact your representative to determine program availability.
- Buy Here Pay Here loans are only covered on our Essential GAP Program.
- GAP is not able to be sold on cash deals or deals using outside financing.
- The GAP Care Program is only utilized for F&I Sentinel approved lenders.
- Additional Exclusions by program:
Signature GAP, Essential GAP, GAP Complete, GAP Care
 1. Current Plus 14 Previous Model Years

Commercial GAP

1. Current Plus 8 Previous Model Years

DEALER

By (Print name): _____

Signature: _____

Title: _____

ADMINISTRATOR

By (Print name): _____

Signature: _____

Title: _____



Remittance Schedule

_____ (“Lender”) have executed a Lender Agreement with respect to the Guaranteed Auto Protection Waiver Program and hereby agrees to attach thereto this schedule for the calculation of remittance amount due per waiver. The Lender further agrees to make all remittances payable to ADMINISTRATOR.

<u>Account Type</u>			
<input type="checkbox"/> Franchise <input type="checkbox"/> Non Franchise <input type="checkbox"/> BHPH <input type="checkbox"/> Bank/Finance Company/Credit Union			
<u>Auto GAP Selection</u>			
Program Choices/Additional Surcharges (not available for GAP Care and not available in all states)			
Dealer Pricing (Dealer cost includes all fees.)			
<input type="checkbox"/> 125%		<input type="checkbox"/> 150%	
<input type="checkbox"/> Signature Auto GAP Program		<input type="checkbox"/> Advantage	
Term: 1-60 Months \$	Term 61-72 Months \$	Term 73-84 Months \$	
<input type="checkbox"/> Auto GAP Complete Program		<input type="checkbox"/> Advantage	
Term: 1-60 Months \$	Term 61-72 Months \$	Term 73-84 Months \$	
<input type="checkbox"/> Auto GAP Care (Approved for F&I Sentinel lenders ONLY)			
Term: 1-60 Months \$	Term: 61-72 Months \$	Term: 73-84 Months \$	Term: 85-96 Months \$
<u>BHPH Program Selection</u>			
<input type="checkbox"/> BHPH (125%)			
Term: 1-36 Months \$	Term: 37-48 Months \$	Term: 49-60 Months \$	
TX BHPH ONLY			
Term 1-12 Months \$	Term 13-35 Months \$	Term 36 Months \$	Term 37-48 Months \$
<u>Commercial GAP Program Selection</u>			
<input type="checkbox"/> Commercial GAP			
<input type="checkbox"/> 150% (Auto, light/ medium truck and van)		<input type="checkbox"/> 115% (Heavy Truck and Trailer)	
<u>Attach separate dealer rate schedule</u>			

IN WITNESS WHEREOF, the parties have executed this Remittance Schedule on the date listed below. This Remittance Schedule is effective as of this _____ day of _____, 20____ and supersedes all previously issued schedules.

Lender: _____

ADMINISTRATOR

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



Management Fee/Override Schedule

Complete this management fee/override schedule if ADMINISTRATOR will be paying any management fee/overrides.

_____ (“Lender”) authorizes ADMINISTRATOR to pay the management fee/overrides listed below. Only one management fee/override amount can be paid for each payee listed below. A W9 must be attached for each management fee/override that is paid by ADMINISTRATOR. If a W9 is not provided for and management fee/override listed below, a 28% withholding tax will be deducted from any management fee/override paid. If any management fee/override exceeds \$150, a 15% withholding will be deducted from any management fee/override paid. Any overrides are applicable to chargebacks that may occur (due to cancellations, unwinds, refunds, etc.) per section 1e (PAYMENT OF MANAGEMENT FEES/OVERRIDES) of this agreement.

Name of management fee/override payee	Amount of management fee/override per contract
Beneficiary: _____	\$ _____
Beneficiary: _____	\$ _____
Beneficiary: _____	\$ _____
Beneficiary: _____	\$ _____
Beneficiary: _____	\$ _____

IN WITNESS WHEREOF, the parties have executed this management fee/override schedule on the date listed below.

This management fee/override schedule is effective this _____ day of _____, 20____ and supersedes all previous schedules.

Lender: _____
Signature: _____
Print Name: _____
Title: _____

ADMINISTRATOR
Signature: _____
Print Name: _____
Title: _____



Authorization for E-payment methods

Norman & Company, Inc. hereinafter as ("COMPANY")

I (we) _____(Dealer Name) agree, to electronically submit payment direct to COMPANY for the one option selected below.

Please only complete this form if the dealership will be paying for contracts through ACH Dealer Account Sweep. This form is not required for dealerships sending in paper checks. *In order to initiate an E-payment, a remittance register via the Dealer Portal must be generated. This remittance register along with any additional information listed next to the selected E-payment method must be emailed to payments@classictrak.com. The process will begin upon submission of the email and may take up to 4 business days for the process to be completed.*

ACH Dealer Account Sweep is the transfer of funds from your account for the purpose of making a payment, initiated once a Remittance register is created and submitted.

****Please note this will be drafted in the name of Norman & Co****

Please also fill out the banking information below for ACH Dealer Account Sweep

Checking Account / Savings Account (select one) at the depository financial institution named below ("DEPOSITORY"). I (we) agree that ACH transactions I (we) authorization comply with all applicable law.

Depository Name _____

Routing Number _____ Account Number _____

I (we) understand the process as outlined and that this authorization will remain in full force and effect until I (we) notify COMPANY in writing that I (we) wish to revoke this authorization. I (we) understand that the COMPANY requires at least 7-10 business days' notice in order to cancel this authorization.

Name(s) _____ Title: _____

(Please Print)

Date _____ Signature _____