

DEALERSHIP SIGNUP INFORMATION

(All dealer agreements can be found on our website: www.goldstandardautomotive.com)

***Program Option** (select one option, only):

FULL SUITE
(VSC w/maintenance, VRB, and NCB)

VSC ONLY (with NCB)

VSC ONLY

*Dealership Name: _____

*Dealership DBA (if different from name): _____

*Agent: _____

*Agency: _____

***Accounts Payable Email Information:**

(Provide ONE email address you'd like to have on file for all accounting communication; billing statements, aging statements, etc.)

Name: _____ Email: _____

***Login Credentials for Dealership – Please include first and last name** (if the person needs limited access/credentials such as NO access to remittance or settings please note "limited" next to name).

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

Name: _____ Email: _____

***Rate Card:** Custom Standard A B C D E F

***GAP:** YES NO

If yes, please include CarCo GAP dealer agreement and select ONLY 1 option for GAP.

- | | |
|---------------------------------------|--------------------------------|
| Standard 125% no ADR benefit | California GAP (no ADR) |
| Standard 125% with ADR benefit | Standard 150% no ADR benefit |
| Branded/Salvage 100% no ADR benefit | Standard 150% with ADR benefit |
| Branded/Salvage 100% with ADR benefit | BHPH 125% |

***PayLink:** YES NO

If yes, please include Dealer Agreement. -Needs to be less than 10% of overall business production,

***Pass-Through:** YES NO

If yes, please include Pass-Through form, W-9, ACH form, and voided check.

***DMS Integration Company:**

Dealership needs to contact their DMS provider to start the integration process.

DMS Provider Name: _____

***F&I Markup:** YES NO

VSC's

AP PRODUCTS

	4/4	1 & 2 YR	3 YRS +	GAP	
POWERTRAIN				TIRE/WHEEL	
ESSENTIALS				ETCH	
PLUS				KEY PLUS+	
BRONZE				PRE-PAID MAINTENANCE	
SILVER					
GOLD					
ELECTRIC VEHICLES					

***Dealer Pack (retained by dealer):** YES NO

VSC's

AP PRODUCTS

	4/4	1 & 2 YR	3 YRS +	GAP	
POWERTRAIN				TIRE/WHEEL	
ESSENTIALS				ETCH	
PLUS				KEY PLUS+	
BRONZE				PRE-PAID MAINTENANCE	
SILVER					
GOLD					
ELECTRIC VEHICLES					

Please include the following forms when submitting a new dealership signup:

- | | |
|--|---|
| 1. Gold Standard Dealer Agreement | 2. Commission setup form or select rate card option |
| 3. PayLink Dealer Agreement | 4. CarCo GAP Dealer Agreement |
| 5. Pass-Through Agreement, W-9, & ACH for each payee | 6. FLORIDA ONLY -Plateau Appointment Agreement |

Send all documentation to the following:

1. Gold Standard Account Manager
2. Sales Team: sales@goldstandardautomotive.com
3. Support Team: support@goldstandardautomotive.com



DEALER AGREEMENT: NEW DEALERS

Dealer		Federal Tax ID Number		Effective Date	
Address			City		State
				ZIP	
Telephone Number	Fax Number	Contact Name		Email Address	

THIS DEALER AGREEMENT ("Agreement") is between Gold Standard Automotive Network, ("GSAN") a Utah corporation, and _____, a _____ corporation with its principal offices located at _____ ("Dealer").

GSAN appoints Dealer as a sales representative for its Products in accordance with the terms in this Agreement. The term "Product" means any of the Maintenance or Maintenance / Vehicle Service Contract, GAP, or other programs offered by GSAN to Dealer for sale to Dealer's motor vehicle purchasers ("Purchasers").

1. **Dealer's Authority.** Dealer is authorized to sell Products to Purchasers in the states where GSAN is authorized. Dealer shall only sell Products at prices and for eligible vehicles as determined by GSAN as of the time of the sale of the vehicle. Dealer shall (a) sell Products only for vehicles in good mechanical condition at the time of sale, (b) repair any defects in the vehicle as of the time of sale, and (c) indemnify GSAN from any claims arising out of any defect in any vehicle.
2. **Right to Change Product Terms, including Dealer Rate; Duty to Comply with Rules.** GSAN may change Product terms, including the Dealer rate, at any time. Dealer shall promptly make the changes upon notice and shall at all times comply with GSAN's instructions and rules.
3. **Funds, including Taxes.** Dealer will hold all funds received for GSAN Products in trust. GSAN can deduct any amounts owed by the Dealer from what's owed to them. Dealer must pay GSAN immediately upon receiving an invoice, except for payments on sold Products, which are due by the 15th of the following month. If the Dealer fails to pay on time, they're responsible for all related claims and costs. GSAN's insurer can collect owed funds directly from the Dealer. The Dealer is responsible for any taxes related to GSAN Products and bears its own expenses, not incurring any on GSAN's behalf.
4. **Dealer Has No Authority to Settle Claims and Shall Not Provide Repair Services.** Dealer shall have no authority to adjudicate or settle any claim and shall direct Purchasers to GSAN for claims.
5. **Dealer's Disclosures to Purchasers.** Dealer shall fully inform all Purchasers of the terms of any GSAN Product before sale.
6. **Cancellation.** GSAN may decline or cancel any GSAN Product Contract in its sole discretion subject only to the terms of the Contract and applicable law.
7. **Indemnification.** Dealer shall hold GSAN, including its agents and successors, harmless from any claim relating to a GSAN Product Contract except a claim by a Purchaser against GSAN for failure to perform its obligations under Product Contract. Dealer shall notify GSAN within two business days of learning of any claim of any kind relating to a GSAN Product.

8. **Confidential Information.** Dealer shall not disclose GSAN's Confidential Information, which includes all information provided by GSAN to Dealer, including information concerning business and practices, rating information, policies and procedures, techniques, processes, equipment, software programs, financial information, pricing policies, contractual relationships, and sales, among other things. Dealer shall use Confidential Information only for the purposes of fulfilling its duties under this Agreement.
9. **Compliance with Applicable Law; Licenses.** Dealer shall comply with applicable laws relating to this Agreement and the Products and shall maintain in good standing all required licenses and permits.
10. **Protection of Privacy.** Except as required herein, Dealer shall not disclose information concerning any Purchaser without first affording GSAN a reasonable opportunity to confirm that such disclosure complies with applicable law.
11. **No Discrimination.** Dealer shall not engage in unlawful discrimination, misrepresentation, or any unfair trade practice or practice prohibited by law.
12. **Termination.** This Agreement may be terminated by either party upon written notice. Termination shall not affect the parties' rights and duties with respect to Contracts sold before termination. Upon termination, Dealer shall cease offering the Products and coordinate with GSAN to resolve any issues or disputes with Purchasers.
13. **Governing Law/Arbitration.** This Agreement shall be governed by Utah law. Any claim arising out of this Agreement shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The arbitration shall be conducted before a single arbitrator chosen according to AAA rules in Salt Lake County, Utah. The prevailing party shall be entitled to recover its reasonable attorney fees and costs.
14. **Independent Contractor.** Dealer is an independent contractor. Nothing in this Agreement creates an employment, joint venture, or partnership relationship between GSAN and Dealer (including Dealer's employees, agents, and contractors).
15. **General.** (a) the failure of either party to exercise or enforce any of its rights under this Agreement shall not be a waiver of such party's right to assert such right at any other time; (b) Dealer may not assign this Agreement, in whole or in part, to any other party without GSAN's consent; (c) GSAN may assign this Agreement, in whole or in part; (d) this Agreement does not confer any benefit upon third parties; (e) this Agreement constitutes the entire agreement between the parties hereto on the subject matter hereof; (f) if any provision of this Agreement is held unenforceable, such provision shall be excluded, and the remaining provisions shall be interpreted as if such provision was excluded and shall be enforceable in accordance with such remaining terms.

DEALER/ DEALERSHIP:

Dealer/ Dealership Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Signature: _____

Title: _____

ADMINISTRATOR:

Gold Standard Automotive Network, Inc.

P.O. Box 260, Draper, UT 84020

By: Anthony Timpson

Title: Chief Sales Officer

DEALER BUSINESS PROTECTION



GSAN has agreed to provide You with an incentive designed to help protect Your business and to generate additional sales for Your business. To be eligible for this benefit, You must have them paid within 45 days of the sale contract being written and 48 days from vehicle sale date on the vehicle in question. You must maintain the requirements noted in the Dealer Agreement and will be subject to the specific terms as detailed below. This is not a benefit that can be sold by You to Your Customer.

The benefit as outlined will only be applicable on sales where the designated GSAN product is sold and remains active on the vehicle at the time of collision.

All VSC fees owed on recorded sales must have been remitted to GSAN as detailed in the Dealer agreement in order for You to receive this benefit.

GSAN will pay directly to the Dealer noted in this agreement, should Your customer under a GSAN VSC contract have a total loss resulting from a collision and must replace their vehicle, \$2,000 toward the down payment of a vehicle purchased from Your Dealership. The Dealer must document that a total loss occurred. Also:

- The purchase or lease of the replacement vehicle from the Dealership must be for an amount greater than the value prior to the loss of the replaced vehicle.
- The vehicle that has been totaled must be replaced at your Dealership.
- Vehicles that are repairable but deemed by the Customer as totaled are not eligible for this Dealer plan.
- The payment shall be made to the Dealer with the Customer's name on the check. The Dealer shall validate the sale or lease before the check is released.
- The following documents are required when filing a claim: (1) the Customer's Insurance Carrier's Total Loss Summary Letter, (2) the Customer's Bill of Sale / Purchase Agreement of the replacement vehicle.
- GSAN reserves the right to ask for additional documentation prior to the reimbursement.
- This benefit is only available up to 30 days from the date of the insurance carrier's summary letter and must be submitted within 10 days of the purchase of the replacement vehicle.

IN WITNESS WHEREOF, the parties hereto have executed this Dealer Agreement, the day and year first written above.

DEALER/ DEALERSHIP:

Dealer/ Dealership Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Signature: _____

Title: _____

ADMINISTRATOR:

Gold Standard Automotive Network, Inc.

P.O. Box 260, Draper, UT 84020

By: Anthony Timpson

Title: Chief Sales Officer

DEALER NO CHARGEBACKS



The parties hereto have previously entered into an Administrative Agreement setting forth their rights and duties with respect to a Service Contract Program administered by the Administrator.

IN CONSIDERATION of mutual agreements herein contained being kept and performed, Administrator agrees to allow the Dealer to retain profits on canceled Mechanical Vehicle Service Contracts, providing the following conditions are met:

1. (a) In the event of cancellation of an approved service contract by the purchaser after One Hundred Twenty (120) days from its effective date, the amount of the refund by Administrator will be the full pro rata amount due to the purchaser, subject to 1e below.
(b) A refund due to a cancellation of an approved service contract within One Hundred Twenty (120) days of its effective date will be shared by both the Dealer and Administrator. Each party will pay their appropriate pro rata share of the refund. The Dealer's pro rata share is based on the difference between the retail selling price and the Dealer net cost due to the Administrator including a surcharge.
(c) All approved service contracts written as of Your notice date, shown above shall be subject to this addendum.
(d) Administrator's responsibility to the Dealer will not exceed the pro rata share of the refund based on the Dealer's service contract profit and where applicable may NOT exceed the approved state filed rates.
(e) The Maximum dollar amount of this "Dealer No Chargeback" is the actual cost up to a maximum of One Thousand Dollars (\$1,000). Dealer Pass Through, Over Bill, Over Remit etc. are included in the dealer's portion of the One Thousand Dollars (\$1,000) covered by Gold Standard Automotive Network, Inc.
2. The No Chargeback Agreement can be modified or terminated by the Administrator at any time. A Dealer may also terminate the No Chargeback agreement. Termination of this Addendum will not be grounds for termination of the Administrator agreement. If this Agreement is terminated, all contracts written while this Addendum is in force will be subject to and accounted for pursuant to the terms herein.
3. Except as herein specified, all other terms and conditions of the Administrator Agreement, and any Addendum or amendment thereto, remain unchanged.
4. Any contract financed through Paylink and Line 5, do not qualify for the No Chargeback program. Each party will pay their appropriate pro rata share of the refund. The Dealer's pro rata share is based on the difference between the retail selling price and the Dealer net cost due to the Administrator including surcharge.

IN WITNESS WHEREOF, the parties hereto have executed this Dealer Agreement, the day and year first written above.

DEALER/ DEALERSHIP:

Dealer/ Dealership Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Signature: _____

Title: _____

ADMINISTRATOR:

Gold Standard Automotive Network, Inc.

P.O. Box 260, Draper, UT 84020

By: Anthony Timpson

Title: Chief Sales Officer