

THIS DEALER AGREEMENT is made this ____ day of _____, 25 ("Effective Date") by and between DriveValue Protection, a Florida Corporation ("DriveValue"), and the undersigned entity outlined below and on the Dealer Information Sheet attached hereto ("Dealer"). DriveValue and Dealer shall be collectively referred to herein as the "Parties."

WHEREAS, DriveValue provides proprietary programs primarily used in the automotive and recreational vehicle industries that include, without limitation, vehicle service contracts and ancillary protection;

WHEREAS, the Dealer desires to offer one or more of the Programs to its Customers;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree to the following facts, terms, and conditions:

1. Obligations of DriveValue

- a.** DriveValue shall administer and investigate claims for each Contract sold by the Dealer and for which the Dealer has properly reported and paid the Net Dealer Cost.
- b.** DriveValue shall obtain and maintain any underwriting agreements including relevant insurer agreements related to the Programs.
- c.** DriveValue shall provide to the Dealer the Contracts, as well as any required forms, supplies, and reasonable marketing materials as deemed necessary to promote the Programs.
- d.** At the written request of Dealer, DriveValue shall provide the Dealer with system access to DriveValue's electronic rating menu and contract lookup feature.

2. Obligations of Dealer

- a.** Dealer agrees to use its best efforts to market and sell the Programs in accordance with the terms, policies, and manuals associated with the Programs. Dealer shall only offer a Customer a Program on the most current Contract approved by DriveValue. Each Program shall only be marketed in accordance with and subject to DriveValue's policies, manuals, rules, regulations, and fees in effect at the time such Contract is sold. DriveValue may revise its policies, manuals, rules, regulations, and fees at any time.
 - b.** Dealer's failure to follow any DriveValue policy, manual, rule, regulation, or fee schedule shall relieve DriveValue of any obligation created under this Agreement. Dealer has no authority to alter or change any DriveValue policy, manual, rule, regulation, or fee.
 - c.** Dealer acknowledges that the Programs including, without limitation, all trade names, promotional materials, Contracts, forms, and procedures associated therewith, have been developed at great effort and expense by DriveValue and constitute proprietary property. Dealer agrees that it shall use the Programs and all materials associated therewith only during the time this Dealer Agreement is in effect and only for the purposes of the Programs. Upon termination, Dealer shall return all unused Program materials to DriveValue.
 - d.** Dealer shall, following the sale of each Program and/or Contract, retain as its fee the purchase price of the Contract less the Net Dealer Cost as set forth in the rate manuals provided to Dealer by DriveValue and shall remit the full Net Dealer Cost to DriveValue. The Net Dealer Cost and Contract shall be submitted no later than the 15th day of the calendar month following the business written and/or sold. DriveValue and the insurers of its Programs shall have no obligation or liability for any Contract not timely remitted. Late remittance may, at DriveValue's discretion, result in late fees or rejection of the Contract.
 - e.** Until submission to DriveValue and the insurer, the Dealer shall hold the proceeds of each Contract sale in fiduciary capacity as trustee for DriveValue and the Program insurer, under satisfactory conditions.
 - f.** Dealer acknowledges and agrees that certain Contracts may be cancellable by the purchaser, DriveValue, or the lienholder. Dealer shall follow DriveValue's Program policies, manuals, rules, and regulations regarding such cancellations.
 - g.** Dealer shall maintain accurate books and records related to all Program transactions including records of Contracts sold, payments received and remitted, and claims. Dealer shall make such records available for inspection and copying by DriveValue during business hours with reasonable notice.
 - h.** Dealer shall ensure that no fraudulent Contracts or claims are submitted. If DriveValue determines that the incurred loss ratio for Dealer Contracts exceeds 100% in any calendar year, DriveValue may limit reimbursements to factory flat rate labor and MSRP less 20% for parts.
- Programs.



- i. Dealer agrees to indemnify, defend, and hold harmless DriveValue, its administrators, insurers, representatives, employees, attorneys, shareholders, and directors from and against any and all claims, suits, damages, costs, judgments, settlements, or awards arising from acts or omissions of the Dealer or its employees or agents including, without limitation, negligent acts, intentionally wrongful acts, claims of misrepresentation, fraud, breach of this Agreement, violations of any DriveValue policy or manual, or those made pursuant to any consumer protection statute and any other statute, regulation, rule, or law related to the sale of the Programs.
- j. Dealer agrees to collect and remit all applicable taxes to the appropriate governmental agency. It is agreed that DriveValue is not responsible for collecting, remitting, or filing taxes associated with the sale of Contracts.

3. Mutual Obligations

- a. Dealer shall not solicit a Program in any state where such Program is prohibited by DriveValue or by law.
- b. This Agreement may be terminated by either party upon thirty (30) days' prior written notice or immediately for cause upon written notice. Unless terminated as provided herein, this Agreement shall remain in full force and effect. Termination shall not relieve either party of its responsibilities and obligations for Contracts issued prior to the termination date. Dealer shall not sell or solicit any Program after the effective termination date.
- c. In the event of cancellation of a Contract, the refund shall be made in compliance with DriveValue's policies, manuals, rules, or by operation of law. Except as otherwise provided, all applicable fees received by DriveValue and Dealer shall be refunded pro rata to the Contract holder. Dealer agrees to hold any refund monies in trust for the benefit of DriveValue and the Contract holder.
- d. This Agreement shall be governed by and interpreted under the laws of the State of Florida. All suits relating to this Agreement shall be litigated exclusively in the state court located in Palm Beach County, Florida. Each party waives any objection to jurisdiction or venue and agrees to submit to Florida's jurisdiction.
- e. The prevailing party in any litigation shall be entitled to recover from the non-prevailing party all costs and expenses, including reasonable attorney's fees and costs.
- f. Nothing in this Agreement shall be construed to constitute DriveValue as a partner, employee, or agent of the Dealer, or vice versa. Dealer may not obligate or bind DriveValue in any manner without DriveValue's written consent.
- g. This Agreement shall bind the Parties and their respective successors and assigns. Dealer shall not assign its rights or obligations without DriveValue's prior written consent. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements. Modifications must be in writing and signed by both Parties. The individual signing this Agreement warrants authority to bind the Dealer.
- h. No provision shall be deemed waived unless in writing and signed by both Parties. Notices shall be sent with proof of delivery to the principal business address of DriveValue or Dealer.
- i. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

Auto

- ☐ Diminished Value Service Agreement
- ☐ Trade-In Analysis

Disclaimer: I hereby acknowledge, agree and understand the DriveValue policies, rules, regulations and manuals associated with the programs selected above. In WITNESS WHEREOF, the parties have executed this agreement effective as of the date set forth above.

DriveValue: _____

Dealership Name: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____