



BUYERSHIELD DEALER AGREEMENT

This Dealer-Administrator Agreement (the “Agreement”), is entered into by and between **NOBILIS ADMINISTRATIVE SERVICES, INC., NOBILIS ADMINISTRATORS, INC., NANOCURE PROTECTIVE COATINGS, INC., AND DZAF, INC. (individually and collectively, as appropriate, “Administrator”)**, (referred to hereinafter as “Administrator”, “We”, “Us” or “Our”) as administrator individually or collectively for any Protection Program(s) being offered by any of Us and **You** as the Dealer enrolled (referred to hereinafter as “Dealer”, “You” and “Your”).

WHEREAS, Administrator desires to offer and administer various Protection Program(s) (herein referred to as “Program”), and

WHEREAS, Dealer desires to market the Program in connection with its vehicle sales and service.

NOW THEREFORE, it is agreed as follows:

I. ADMINISTRATOR’S OBLIGATIONS

1. Administrator agrees to administer the Program as stated in Program Guidelines provided to Dealer at time of account activation.
2. Administrator agrees to supply forms, advertising, and promotional material for use by Dealer, all of which shall remain the property of Administrator and be returned to Administrator in the event of termination of this Agreement.
3. Administrator shall maintain during the term of this Agreement an insurance policy, which shall provide coverage for all covered claims submitted to administrator under the program in excess of the Loss Reserve.
4. Administrator agrees to review the loss experience of the Program annually and adjust, if necessary, the Dealer reserves to maintain a below one-hundred (100%) percent earned loss ratio. The earned loss ratio is calculated by dividing the paid claims by the earned reserves. The earned reserves are calculated based on the loss history of Administrator and modified by Administrator’s insurance company’s actuaries.
5. Dealer may only sell Program(s) for Qualifying Vehicles as defined in the Program materials. Protection contracts remitted on ineligible or non-qualifying Vehicles will be rejected, returned and noted on Your Monthly Statement. Administrator is under no obligation(s) to investigate or arrange for the payment of repairs of any vehicle if said vehicle did not qualify for Program contract issuance under existing requirements and qualifications outlined by Administrator. Administrator shall, within thirty (30) days from the date of discovery or receipt of the copy of such contract, return said Program contract to the contract purchaser with explanation for rejection.
6. Administrator reserves the right to cancel any Program contract, at any time, upon Dealer’s failure to remit the amounts prescribed by the current rate schedule as issued by Administrator and in effect at the time of the contract sale, where applicable. Upon any such cancellation by Administrator, We will send a notice of contract cancellation to the contract purchaser with explanation.
7. Administrator agrees to provide written notice to Dealer in the event of Program modifications.
8. Administrator shall assume no obligation(s), and shall have no liability, for the workmanship, quality of repairs or replacement parts nor, any bodily injury or property damage caused directly or indirectly that is not specifically provided for in Program contracts.
9. Administrator agrees to investigate and process all Claims presented under the Program and arrange for reimbursement of the cost of repair(s) or replacement parts and associated labor covered by the



Program contracts to Dealer, other repair facility, or customer, as applicable, based on the Protection Contract purchased.

10. For all Claims, where Dealer is providing repair services and is the repair facility, Administrator shall reimburse Dealer for authorized covered claims up to manufacturer's list price on parts and the Dealer's retail labor rate multiplied by the Retail Labor Time Guide in effect at time of claim and as approved by Administrator under the Program. Any changes to the retail labor rate must be communicated and approved by Administrator in writing in order to become effective under this agreement.

Administrator will reimburse Dealer at a rate determined by taking the average of the labor rates charged by similarly situated facilities in the same geographical area as Dealer.

II. DEALER OBLIGATIONS

1. Except as agreed herein, Dealer will be solely responsible for their expenses relating to the Program, including but not limited to, expenses such as salaries, wages, commissions, rental transportation (unless provided as a Program benefit), facilities, attorney's fees, postage, advertising, license fees, overhead and taxes of any kind.
2. Dealer agrees to comply with the instructions and procedures relating to the Program as outlined and provided by the Administrator, including any and all additions, deletions, and amendments that Administrator may furnish from time to time.
3. Dealer agrees to comply with all terms and provisions of the contracts used in the Program ("Contracts").
4. Dealer agrees and acknowledges that the Dealer's sales production will be monitored on a monthly basis. Dealer further agrees that if it fails to submit new Program sales for a consecutive twelve (12) month period, Dealer will be subject to termination for non-production at the sole option of Administrator; such termination will not constitute a waiver by Administrator of its rights of remedies for previous failures.
5. Where applicable, Dealer agrees to remit, upon receipt of the monthly statement from Administrator to address provided, the amounts prescribed by the current rate schedule issued by Administrator and in effect at the time of the Program contract sale, less cancellations processed and reported on the monthly statement. Dealer further agrees that Dealer is responsible for the Dealer's pro-rata share of unearned premium, overfund, and other fees received by Dealer for Program contracts canceled prior to expiration. In the event Dealer perceives a variance between the monthly statement amount due and current rate schedule as provided by Administrator, Dealer shall provide written notification indicating specific instances for consideration within thirty (30) days of receipt of such statement.
6. Dealer, when acting as the repair facility, shall provide repair services on vehicles covered by Program contracts administered by Administrator, whether or not the Dealer sold such contract. Dealer shall contact Administrator to receive authorization prior to proceeding with any covered repairs. Dealer further agrees to unconditionally guarantee any repair provided under the Program against defects in workmanship and materials for a period of at least ninety (90) days after the date of such services.
7. Dealer shall submit to Administrator previously approved claims for payment within sixty (60) days after the completion of the repairs. Dealer agrees not to submit to Administrator for payment any claims for: a) repairs or expenses resulting from the failure of the Dealer to perform repairs in a good and workmanlike manner; b) repairs or expenses which are covered by a manufacturer's warranty or a Dealer's or repairer's guarantee; c) repairs or expenses for replacement of parts to correct conditions which Dealer knew existed, or reasonably should have known existed, at the time of contract sale for the covered vehicle sold by Dealer.



8. Dealer shall have no authority to make, alter, modify, waive, or discharge any terms or conditions of the Program Contract(s) or any performance there under, nor to incur any liability on behalf of Administrator.
9. Dealer agrees to timely submit, on a weekly basis, to Administrator all Program sales by such Dealer in the format and medium then being used by Administrator.
10. Dealer agrees to maintain on premises accurate and up-to-date books and records (Required Records) concerning the Program. Dealer may maintain Required Records in an electronic medium.
11. Dealer will exercise reasonable diligence to protect and safeguard Program information and data gathered in relation to the Program and sale of Contracts, will treat all such information with the same degree of care and protection as Dealer's other confidential data, and will take reasonable steps to keep all such information and data private and confidential consistent with Dealer's obligations under federal and applicable state and local laws.

III. TERMINATION

1. Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the parties' last known address. Unless so terminated, this Agreement shall continue to renew.
2. Termination of this agreement shall not affect the rights or obligations of either party arising under this Agreement with respect to Program contracts sold prior to the effective date of termination.

IV. MISCELLANEOUS PROVISIONS

1. This Agreement shall not be pledged, assigned, sold or otherwise alienated without the written consent of Administrator. Any reported or attempted assignment without Administrator's written consent shall not be binding on Administrator or its insurers.
2. Administrator will HOLD Dealer HARMLESS for any failure of Program documents or Administrator action to comply with applicable law; and Dealer will HOLD Administrator HARMLESS for any failure of Dealer to comply with applicable law, the Program or this Agreement.
3. Pursuant to Title V of the Gramm-Leach-Bliley Act, Administrator agrees to refrain from disclosing to any non-affiliated third party any information obtained from Dealer regarding Dealer's customers. Notwithstanding the foregoing, under limited circumstances, Administrator shall be permitted to release such information provided that any such release is necessary to deliver, administer, or enforce services which Administrator provides to Dealer, and provided that any release of such information is made in strict compliance with Federal and state law. In addition, Administrator agrees that it will not allow any such information to be used by any party other than by the officers, employees, and authorized agents of Administrator, and then only as necessary to provide the services contemplated by this Agreement.
4. Payment and performance of this Agreement shall be deemed to be in Dallas County, Texas, and Dealer agrees to exclusive jurisdiction and venue in said county. This Agreement shall be governed and interpreted under Texas law. Both parties waive their right to a jury trial as to any matter or dispute arising out of or connected with this Agreement, the Program, or any document connected to the Program.
5. This document constitutes the entire contract between the parties and supersedes any and all prior Program agreements or understandings, whether oral or written, among the parties with respect to such transactions. Any change or amendment to this Agreement must be in writing and signed by both parties.



NOBILIS
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Any notices to be given under this Agreement must be sent by registered or certified mail, postage prepaid, to the parties. If to Administrator: Nobilis Administrative Services, Inc., Attn: Compliance Department, 5100 N O'Connor Blvd, Suite 100, Irving, TX 75039. If to Dealer, at address as provided at enrollment through the electronic portal. **THE PARTIES AGREE TO THESE SPECIFIED TERMS AND CONDITIONS.**