

DEALER AGREEMENT ADDENDUM

This Addendum ("Addendum") to the Dealer Agreement ("Agreement") is made and entered into on the ____ day of _____ 20____ between Dealer Loyalty Protection, Inc. ("DLP"), a Wyoming domiciled corporation, with its principal place of business at 317 North Route 17, Mahwah, New Jersey 07430 and _____, a/an _____ domiciled company located at _____, ("Dealer"). DLP and Dealer are also referred to herein individually as "Party" and collectively as "Parties." In consideration of the mutual Covenants, conditions, and provisions contained herein, the parties agree as follows:

1. ADDENDUM PROVISIONS.

- DLP shall allow Dealer to have access to certain Vehicle Service Contract terms. As consideration, Dealer agrees to the following:
- 1.1.** Dealer understands that by signing this addendum, Dealer will pay, remit and include a minimum Vehicle Service Contract of three (3) months and or three thousand (3,000) miles on each and every qualified vehicle retailed from Dealership.
- 1.2.** Dealer understands and agrees that Vehicle Service Contract sales and remittance are subject to a monthly minimum of twenty (20) Vehicle Service Contracts. Sales and remittance of Vehicle Service Contracts of any term length can be used to meet this monthly requirement.
- 1.3.** Dealer further understands and agrees that if Dealer does not meet the monthly sales and remittance requirement of twenty (20) Vehicle Service Contracts, that Dealer must pay the difference to DLP, based on the shortfall in sales and remittance count times the Dealer Cost of a Class "A" three (3) months and or three thousand (3,000) miles Vehicle Service Contract, in addition to the amount already due to DLP for the Vehicle Service Contracts sold and remitted during that period.
- 1.4.** Dealer has the right and ability to sell longer term Vehicle Service Contracts to their customers.
- 1.5.** Dealer must at a minimum remit Vehicle Service Contracts on a monthly basis.
- 1.6.** Dealer will provide the assigned Agent listed in this Addendum proof of the number of retail vehicles sold at Dealership monthly.

2. COMPENSATION.

In consideration for the services rendered by Dealer, DLP agrees to allow Dealer to retain an amount equal to the difference between the Retail Rate to the customer of the Authorized Product and the Dealer Cost, as set forth in Schedule A of the Dealer Agreement or Schedule A of this Amendment. Dealer is solely responsible for payment of compensation to Dealer employees used by Dealer in its performance under this Agreement. Dealer's compensation shall not exceed any compensation limits imposed by applicable law. Dealer will not be entitled to any compensation on any Authorized Product unless such Product was issued and Dealer Cost received by DLP pursuant to the terms of the Dealer Agreement. Dealer will not be entitled to any other compensation of any nature for services rendered other than the compensation described in the Dealer Agreement or this Addendum.

3. GOVERNING LAW.

This Addendum shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to any conflict of law rule or provision thereof that would result in the application of laws of any other jurisdiction. Each Party hereby submits to the exclusive jurisdiction of the courts of the federal and state courts located in Bergen County New Jersey and waives any objection to venue with respect to actions brought in such courts.

4. ENTIRE ADDENDUM AGREEMENT.

This Addendum, inclusive of all schedules, constitutes the entire understanding of this amendment of the Dealer Agreement between the Parties with respect to the subject matter hereto. This Addendum shall include Dealer pricing as Schedule A for the terms offered as consideration for this Addendum.

4. TERMINATION OF ADDENDUM.

This addendum shall be effective from the date signed by both parties until terminated. Either party has the right to terminate this Addendum with thirty (30) days' notice to the other Party or will be terminated if the Dealer Agreement is terminated for any reason. If this Amendment is terminated for any reason all Vehicle Service Contracts must be paid to DLP within thirty (30) days after the termination is effective.

5. AGENT RECOGNITION.

Dealer shall assign _____ as its Independent Agent. Independent Agent shall represent Dealer unless DLP approves, in its sole discretion, in writing a change of the Independent Agent.

Dealer:

Dealer Loyalty Protection, Inc:

Dealership: _____

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Email: _____

Email: _____