

## DEALERSHIP AGREEMENT

This Dealership Agreement (this "Agreement") is made and entered into on \_\_\_\_\_, \_\_\_\_\_ by and between \_\_\_\_\_ ("Seller") and PayLink Payment Plans, LLC, a Delaware limited liability company ("PayLink").

Seller sells service contracts ("Contracts") as an agent for a third party provider or administrator (the "Administrator"). The Contracts provide for the payment or reimbursement of costs for the repair and replacement of certain parts and service for vehicles owned or leased by purchasers of Contracts ("Purchasers"). Obligations of Administrator under the Contracts are secured by an insurance policy (the "Policy") from an insurance company or other party ("Insurer"). The Policy insures the performance or payment by the obligor under a Contract should the obligor be unable to perform or pay.

Administrator (i) desires to provide a payment plan program for Purchasers to pay the aggregate sales price of a Contract on an installment basis (the "Payment Plan Program"), and (ii) pursuant to a separate agreement between Administrator and Seller ("Admin-Seller Agreement"), Administrator charges Seller a cost ("such cost being referred to herein as the "Seller Cost") and allows the Seller to charge a mark-up over the Seller Cost in connection with each Contract sold, which mark-up is not fully earned until completion of the Contract coverage term (the "Seller Mark-up"). The retail price for each Contract sold to a Purchaser shall be referred to herein as the "Sales Price".

PayLink administers, services and maintains installment payment plan programs.

Seller desires to participate in the Payment Plan Program and PayLink is willing to permit the Seller to participate in the Payment Plan Program and provide installment payment arrangements for Purchasers of Contracts under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Accounts and Documentation.

1. All forms and agreements in connection with Contracts offered pursuant to the Payment Plan Program shall be supplied or approved by PayLink. Seller shall not use any form that has not been supplied or approved by PayLink.

2. For each account, Seller shall deliver to PayLink electronic copies of the originals of Purchaser's payment plan agreement as well as any other documents required by PayLink. Seller shall maintain duplicate originals of all documents in connection with each account and shall immediately deliver such duplicate originals to PayLink following PayLink's request. Electronic files must be delivered in conformity with this Agreement and PayLink's standard operating procedures.

3. PayLink may refuse to accept any account for any reason, as determined by PayLink in its sole discretion.

B. Discount Amount. PayLink shall receive the applicable fee for the Payment Plan Program services, as determined by PayLink from time to time (the "Discount Amount").

C. Payments to Seller. Following receipt by PayLink of an executed copy of the required documents with respect to a Contract that is included in the Payment Plan Program and acceptance by PayLink of such documents and the account with respect to such Contract, PayLink shall pay to Seller (i) the Seller Mark-up due Seller with respect to such Contract pursuant to the Admin-Seller Agreement, less (ii) any down payment received by Seller with respect to such Contract at the time of sale ("Down Payment"), less (iii) the Discount Amount, on or about the tenth business day of the month following the month in which Purchaser makes the second installment due under the Payment Plan Program. PayLink may elect to change the timing of the above payment to Seller upon written notice. PayLink may elect to withhold payment at any time that PayLink determines, in its sole discretion, that Seller cannot or will not perform Seller's obligations hereunder.

D. Refund Following Cancellation. If PayLink or Purchaser request to cancel a Contract, Seller shall refund to PayLink the following amount: (i) the Sales Price less Down Payment, plus (ii) any late payment charges, nsf charges, and bank payment chargeback related charges due to PayLink, less (iii) any payments received by PayLink from Purchaser, less (iv) any amounts received by PayLink from Administrator with respect to the canceled Contract within 60 days following the effective date of the cancellation of the Contract. PayLink may offset any unpaid refund amount from any amounts due to Seller by PayLink. PayLink shall, if it believes receipt of a refund to be uncertain, retain any funds due Seller until PayLink deems itself certain to receive a refund or the amount financed has been paid in full.

E. Collateral. As security for the payment of refunds and other amounts due to PayLink from Seller, Seller assigns and conveys to PayLink the right to receive any and all payments due from Administrator to Seller with respect to all Contracts sold by Seller that are administered by Administrator. If PayLink is not in receipt of a refund or other amount due from Seller within 60 days following the date any Contract is canceled or such payment is otherwise due, Seller hereby authorizes Administrator, upon notice from PayLink, to remit such amount directly to PayLink out of any funds due from Administrator to Seller.

F. Covenants of Seller. Seller shall:

1. Follow all Payment Plan Program policies and procedures with respect to all Contracts included in the Payment Plan Program.

2. Properly use and complete the forms with respect to the Payment Plan Program and any revisions or amendments thereto.

3. Ensure that Purchasers are not offered different pricing on Contracts based on their decision to pay a lump sum for the Contract versus participating in the Payment Plan Program.

4. Upon execution of a Contract, retain a minimum Down Payment of 5% of the purchase price for such Contract, as such percentage may be modified by PayLink from time to time. The remaining amount financed by PayLink must be equal to or greater than the sum of all amounts to be paid to Seller and Administrator in connection with such Contract plus the Discount Amount.

5. Only offer Contracts that (i) have a term of 12 months or more and (ii) are purchased with respect to a new or used automobile or truck.

6. Ensure that activities related to the solicitation and creation of all accounts and Contracts of Purchasers, and any other related activities, are conducted in accordance with all applicable laws.

7. Ensure that all agreements, forms, disclosures, instruments, notices and other documents entered into, with or provided to Purchasers comply with all applicable laws and contain all notices, requirements, and other disclosures required by any applicable law (regardless of whether or not any such documents are provided by PayLink to Seller).

8. Be solely responsible for compliance with the Federal Electronic Funds Transfer Act, Federal Reserve Regulation E and any similar local or state laws (collectively, the "EFT Laws") with respect to the transfer of funds between Purchaser and Administrator, Seller or PayLink by pre-authorized draft or direct debit. With respect to any pre-authorized draft or direct debit, Seller shall cause the Purchaser to authorize such pre-authorized draft or direct debit in accordance with EFT Laws. Upon PayLink's request, Seller shall promptly provide copies to PayLink of all records evidencing such authorizations. If this subsection constitutes a delegation of duties required by any EFT Law by PayLink to Seller, Seller hereby accepts such delegation and agrees to be fully responsible for the performance of all such duties, as if it were primarily responsible under EFT Law.

9. Ensure that all Contracts are genuine in all respects.

10. Ensure that all Contracts represent undisputed bona fide transactions completed in accordance with the terms and conditions of the Payment Plan Program and the documents relating thereto.

11. Ensure that there are no set offs, counterclaims or disputes existing or asserted with respect to any Contract and Seller has not made any agreement with any Purchaser for any discount or deduction with respect to any Contract.

12. Ensure that no Contract is subject to any prior assignment by Seller, claim, lien or security interest against Seller and Seller will not make any assignment thereof or create any security interest therein, nor permit the same to become subject to any attachment, levy, garnishment, or other judicial process.

G. Term/Termination. This Agreement shall commence as of the date above and continue until terminated by either party for any reason upon 30 days' prior written notice to the other party.

H. Indemnity. Seller hereby agrees to defend, indemnify and hold PayLink and its owners, directors, managers, employees and agents harmless from and against any and all claims, actions, demands, losses, damages, costs, liabilities, claims or other charges, absolute or contingent, matured or unmatured, known or unknown and any and all expenses incurred (including but not limited to, legal fees) by such party in connection with or arising out of (i) Seller's breach of the Agreement or breach or alleged breach of the Contract, (ii) any act or omission of Seller in connection with any Contract, (iii) any action, suit or proceeding by a third party relating to the subject matter of this Agreement or (iv) any cancellation of any Contract by Purchaser, Seller, Administrator or PayLink.

I. Governing Law/Interpretation. This Agreement shall be construed in conformity with the laws of the State of Illinois without regard to choice of law or conflict of law rules. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect, arising out of or from or related to this Agreement, shall be litigated only in courts having situs within Cook County, Illinois. Each party hereby consents and submits to the jurisdiction of any local, state or

federal court located within Cook County, Illinois and waives any right it may have to transfer the venue of any such litigation. It is the intent of the parties that this Agreement be deemed to have been prepared by all of the parties and that no party shall be entitled to the benefit of any favorable interpretation or construction of any term or provision hereof under any rule or law.

J. Protection of Confidential Information. Each party recognizes that the other party has and will continue to develop certain trade secrets, know-how, records, manuals, correspondence, documents, financial and sales information, reports, customer lists, policies, procedures, proposals, marketing plans, ideas, concepts, services and any other proprietary information which is confidential (collectively "Confidential Information"). Each party agrees that, upon the termination of this Agreement, such party will immediately deliver to the other all papers, books, manuals, lists, correspondence, documents and materials relating to the other party's Confidential Information, together with all copies and embodiments of all of the foregoing including, without limitation, electronically stored records, databases, programs, computer disks and computer software. Each party further agrees that such party will not at any time reveal any Confidential Information of the other party to any other person or otherwise use the Confidential Information of the other party for any purpose other than as specifically set forth herein. It is understood that Confidential Information does not include any information that is publicly available.

K. Severability. Whenever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision hereof or the application thereof to any party or circumstance is prohibited by or invalid under applicable law, such provision shall be effective only to the minimal extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions hereof or the application of such provisions to other parties or circumstances.

L. Successors. This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties, their respective legal representatives, heirs, successors or assigns.

M. Entire Agreement. This Agreement contains the entire understanding among the parties and supersedes any prior understandings and/or written or oral agreements among them respecting the within subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter hereof that are not fully expressed herein.

N. Prevailing Party Costs. The prevailing parties in any litigation in connection with this Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including, without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such litigation.

O. Notices. Any notices, offers, acceptances and other communications required hereunder shall be in writing and deemed to have been given and received (i) when personally delivered, (ii) one day after being sent by a nationally recognized overnight courier with guaranteed next day delivery or (iii) 3 days after being mailed by United States certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses as set forth below.

P. Assignment. No party may assign its rights or delegate any duties under this Agreement without the express prior written consent of the other parties. PayLink and its permitted assignees may pledge its contract rights hereunder and any collateral documentation arising therefrom, including the assigning of Accounts to anyone that provides financing to PayLink.

Q. Pronouns and Headings. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction. The headings, titles, and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

R. Survival of Rights. Except to the extent provided to the contrary in this Agreement, no termination (regardless of cause or procedure) of this Agreement shall in any way affect or impair the power, obligation, duties, rights and liabilities of Seller or PayLink relating to (i) any transaction or event occurring prior to such termination, (ii) any Contract existing as of the date of termination of this Agreement or (iii) any of the undertakings, agreements, covenants, warranties and representations of Seller or PayLink with respect to (i) and (ii) above. All such undertakings, agreements, covenants, warranties and representations shall survive such termination or cancellation.

S. Rights of Creditors and Third Parties under the Agreement. This Agreement is entered into between Seller and PayLink for the exclusive benefit of Seller and PayLink and their respective successors and permitted assigns and is expressly not intended for the benefit of any other party. Except and only to the extent provided by applicable law, no other creditor or third party shall have any rights under this Agreement.

T. Disclaimer; Consequential Damages. Except as explicitly set forth in this Agreement, PayLink does not make any warranties of any kind, either expressed or implied, including, without limitation, (a) warranties of merchantability or fitness for a particular purpose, (b) that its services hereunder will meet Seller's requirements, (c) that Paylink will include any Contract in the Payment Plan Program, or (d) as to the results that Seller may achieve on account of the relationship created hereby. **Finally and notwithstanding any other provision in this Agreement, in no event shall PayLink have any liability to Seller for any loss of data, lost profits, costs of procurement of substitute goods or services, or any other special, indirect, punitive, incidental, exemplary or consequential damages (whether direct or indirect), whether based in contract, tort (including negligence) or any other theory of liability, even if PayLink has been advised of the possibility of such damages. In addition, Seller hereby agrees and acknowledges that PayLink is not liable to Seller in any way or in any amount on account of any damages and/or losses suffered by Seller, or alleged to be suffered by Seller, on account of any action taken prior to the date hereof by PayLink, and Paylink shall have no liability to Seller on account of any prior or future decisions regarding offsets, PayLink's election to withhold any payment or PayLink's election to exclude any Contract within the Payment Plan Program. Under any set of circumstances, PayLink's liability to Seller hereunder or otherwise shall be limited to \$1,000 in the aggregate.**

U. Non-Solicitation. Seller hereby agrees that during the term of this Agreement and for a period of 2 years thereafter, it will not solicit or hire any employees or contractors of PayLink, as well as any former employees or contractors who were employed or engaged by PayLink at any time during the term of this Agreement.

V. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one Agreement. Signatures transmitted by facsimile shall be considered authentic and binding.

W. Further Assurances. Each party agrees to do all acts and things and to make, execute and deliver such written instruments, as may from time to time be reasonably required to carry out the terms and provisions of this Agreement.

X. Title to Accounts. Seller hereby acknowledges and agrees that title to all accounts of Purchasers (including all agreements relating thereto and all amounts owing by a Purchaser thereunder) shall at all times be vested in PayLink and its assignees, and neither Administrator nor the Seller shall have any right, title or interest therein.

Y. Applicability. This Agreement shall apply to all Contracts included in the Payment Plan Program and all other Contracts financed by PayLink prior to or following the execution hereof.

**DEALERSHIP:**

**PayLink Payment Plans, LLC**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Its: \_\_\_\_\_

Dealership name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 150 N. Wacker Dr., Suite 2700

City, State, Zip: \_\_\_\_\_

City, State, Zip: Chicago, IL 60606

Phone: \_\_\_\_\_

Phone: 312.261.4800

Fax: \_\_\_\_\_

Fax: 312.261.4888

Email: \_\_\_\_\_

## SCHEDULE 1

**Discount Amount:**

Amount Financed	Payment Plan Term			
	12	15	18	24
0 - \$ 500	\$55	\$70	\$95	\$115
\$ 501 - \$ 1,000	\$70	\$85	\$110	\$130
\$ 1,001 - \$ 1,250	\$90	\$115	\$145	\$175
\$ 1,251 - \$ 1,500	\$110	\$130	\$160	\$190
\$ 1,501 - \$ 2,000	\$135	\$155	\$190	\$225
\$ 2,001 - \$ 2,500	\$150	\$175	\$210	13%
\$ 2,501 - \$ 3,000	\$170	\$190	\$245	13%
> \$ 3,000	6.50%	7.50%	9.50%	13%

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

**DEALERSHIP  
INFORMATION  
SHEET**

Please submit this form along with your Dealer Agreement to Aegis via

Email at:

info@aegispowersports.com

or Fax:

408-716-2432

To ensure timely processing, please print legibly.

DEALERSHIP INFORMATION:		
FULL NAME OF DEALERSHIP:		TYPE OF LEGAL ENTITY: <input type="checkbox"/> LLC <input type="checkbox"/> COR <input type="checkbox"/> _____
NAME OF PRINCIPLE OWNER:		YEARS IN BUSINESS:
DEALERSHIP STREET ADDRESS:		STATE OF INCORPORATION:
CITY:	STATE:	ZIP:
PHONE:	FAX:	EMAIL:
COVERAGE TYPE: <input type="checkbox"/> VEHICLE <input type="checkbox"/> OTHER _____		FEDERAL TAX ID:
F & I MANAGER NAME:	PHONE:	EMAIL:
OFFICE MANAGER NAME:	PHONE:	EMAIL:
AGENT INFORMATION:		
NAME: Aegis Powersports 1298 Kifer Road, Suite 508 Sunnyvale, CA 94086	PHONE: 800-572-5099	EMAIL: info@aegispowersports.com
REINSURANCE COMPANY INFORMATION (OPTIONAL):		
NAME:	PHONE:	EMAIL:
ADDITIONAL ACCOUNT INFORMATION (OPTIONAL):		
PAYLINK ADMIN USE:		