

DEALER MARKETING AGREEMENT

THIS DEALER MARKETING AGREEMENT (“**Agreement**”) is made as of _____, (the “**Effective Date**”) by and between FOREVERCAR LLC, an Illinois limited liability company (“**ForeverCar**”) and _____, having state dealer license number _____ (the “**Dealer**”), under the following circumstances:

RECITALS:

- A. The Dealer operates a new and/or used car dealership with a location(s) at _____.
- B. The Dealer has access to a customer data base consisting of past customers, prospective customers and other persons that have purchased, may now desire to purchase or in the future may be interested in purchasing an automobile from Dealer (the “**Dealer Customer Database**”) and such data base includes, at a minimum customer name, customer email address, customer state of residence, vehicle identification number (VIN), date vehicle sold and/or serviced, last known odometer mileage, vehicle year, vehicle make and vehicle model (“**Dealer Customer Data**”).
- C. ForeverCar has established and operates an e-commerce platform, www.forevercar.com, that offers vehicle service contract products and ancillary products (“**Vehicle Service Contracts**”) directly from underwriters and administrators to consumers (the “**ForeverCar Platform**”).
- D. Dealer desires access, for the benefit of its customers and prospective customers, to Vehicle Service Contracts offered through the ForeverCar Platform and ForeverCar is willing to provide Dealer with such access upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I **RELATIONSHIP AND SERVICES**

1.1 **Relationship.** The Dealer and ForeverCar (each a “**Party**” and collectively, the “**Parties**”) hereby enter into a marketing relationship, pursuant to which the Parties will jointly market the Vehicle Service Contracts to Dealer’s existing, prospective and future customers (collectively, the “**Dealer Customers**”): (i) through email, website and similar channels established by ForeverCar using the Dealer Customer Database; and (ii) through face to face communications between Dealer and Dealer Customers. The relationship hereunder is that of independent contractors and shall be subject to the terms and conditions of this Agreement.

1.2 **Services to be Provided by ForeverCar.** ForeverCar shall provide Dealer with tools to enable Dealer to load its Dealer Customer data base into a self-serve portal (the “**Self-Serve Portal**”) for the purpose of enabling ForeverCar to generate and send emails to Dealer Customers with respect to the purchase and sale of Vehicle Service Contracts. Dealer hereby authorizes ForeverCar to send such email transmissions and to otherwise market and sell Vehicle Service Contracts to Dealer Customers. All email transmissions from ForeverCar to Dealer Customers will be co-branded to include references to Dealer and to ForeverCar. Dealer, through its finance and insurance employees and others, shall have access to the Vehicle Service Contracts through a co-branded web platform (the “**Co-Branded Platform**”) for purposes of Dealer shopping, quoting and making face-to-face sales of the Vehicle Service Contracts offered by ForeverCar. The initial Co-Branded Platform will consist of a customer-facing web page substantially in the form shown and as noted on Exhibit A

attached hereto. All sales of the Vehicle Service Contracts shall be for the account of ForeverCar, where Dealer shall be paid a commission as set forth in Section 3.1, below.

1.3 Services to be Provided by Dealer. Dealer shall promptly, and in any event within 10 business days after the Self-Serve Portal has been made operational provide to ForeverCar Dealer Customer Data for ForeverCar to load onto the Self-Serve Portal or, if at that time a self-service capability is made available to Dealer, then the Dealer shall load onto the Self-Serve Portal all Dealer Customer Data required by the Co-Branded Platform with respect to the Dealer Customers. Thereafter, during the Term of this Agreement, on a periodic basis no less frequently than once per month, Dealer shall load onto the Self-Serve Portal all such required Dealer Customer Data fields with respect to any new customers or additional prospective customers of Dealer.

1.4 ForeverCar shall use such Dealer Customer data only for purposes hereof, including sale of Vehicle Service Contracts. Subject to any approval requirements for acceptance of a Vehicle Service Contract, Dealer is authorized to make sales of the Vehicle Service Contracts for the account of ForeverCar through face to face communications between Dealer and the Dealer Customers. All such sales shall be entered solely through the Co-Branded Platform and shall be on the terms of the approved Vehicle Service Contract.

1.5 Dealer Documentation. At the time of execution of this Agreement, Dealer shall deliver to ForeverCar: (i) a Dealer logo (JPEG or EPS .jpg or .eps format); (ii) a .CSV file or other electronic list of Dealer Customer Data and their contact information; and (iii) proposed dates of availability for a 30-minute Dealer training session.

ARTICLE II

TERM

2.1 Initial Term. The initial term ("**Initial Term**") of this Agreement shall begin on the Effective Date and shall continue for one (1) year thereafter, unless sooner terminated as provided in Section 2.3 or 2.4 hereof.

2.2 Renewal. Unless sooner terminated under Section 2.3 or 2.4 hereof or unless either Party gives a notice of non-renewal to the other no later than ninety (90) days prior to the expiration of the Initial Term (or any Renewal Term, as hereafter defined), this Agreement shall be automatically renewed from year to year at the expiration of the Initial Term or any Renewal Terms, in each instance for a period of one additional calendar year (each such additional term is referred to as a "**Renewal Term**") (the Initial Term and any Renewal Terms are sometimes collectively referred to as the "**Term of this Agreement**").

2.3 Termination For Breach. Notwithstanding Sections 2.1 and 2.2 hereof, this Agreement may be terminated by either Party if the other Party breaches any material provision of this Agreement and fails to fully cure such breach within thirty (30) days after the date it receives written notice of breach.

2.4 Immediate Termination for Cause. Notwithstanding Sections 2.1 and 2.2 hereof, and in addition to the termination rights under Section 2.3 hereof, this Agreement may be terminated immediately by ForeverCar if "Cause for Immediate Termination" exists. For purposes hereof, "Cause for Immediate Termination" shall exist if, in ForeverCar's sole discretion, ForeverCar determines that Dealer has abused the ForeverCar Platform by selling Vehicle Service Contracts to Customers that do not meet the conditions set forth in the approved form Vehicle Service Contract, including without limitation, any road worthiness requirements, or if a substantial portion, collectively or individually, prove to be unprofitable to ForeverCar due to cancellations or the rate of claims against Vehicle Service Contracts sold.

ARTICLE III **COMPENSATION**

3.1 **Compensation and Payment Terms.** Dealer shall be paid two hundred dollars (\$200) for each Vehicle Service Contract sold by ForeverCar to a Dealer Customer during the Term of this Agreement (each, a “**Commission Payment**”). No other payment shall be made to Dealer with respect to the sale of a Vehicle Service Contract. The Commission Payments hereunder shall be due and payable on the fifteenth day of the month immediately following the month in which the third payment (as set forth in the applicable Vehicle Service Contract) from the applicable Dealer Customer is to be collected (the “**Commission Payment Date**”); provided that, if any payment up to and including the third payment is not successfully collected or is in dispute (refund or chargeback requested) at the Commission Payment Date, then no Commission Payment shall be due to Dealer with respect to such Vehicle Service Contract. Dealer agrees to payment by ACH and will provide ForeverCar with an IRS Form W-9 and ACH information necessary to make such payment; ForeverCar may change the method of payment at any time.

3.2 **Compensation after Termination.** After the termination of this Agreement, the Commission Payments that would have been paid with respect to the sale of Vehicle Service Contracts had termination not occurred, shall be determined and paid according to Section 3.1, above, but only if the sale of the Vehicle Service Contract to which the Commission Payment relates has been consummated prior to the termination of this Agreement.

ARTICLE IV **INTELLECTUAL PROPERTY**

4.1 **Intellectual Property Protection.** Except as may be separately agreed between the Parties from time to time, all right, title and interest of whatever nature in a Party’s computer programs, routines, structures, layout, report formats, trademarks, copyrights, and all other forms of intellectual property, are and shall remain the sole property of such Party and the other Party shall not have a proprietary interest of any kind therein other than as a user thereof if and to the extent provided in this Agreement.

4.2 **Co-Branded Platform and URL’s.** As between the Dealer and ForeverCar, the Co-Branded Platform (as herein defined) and the “uniform resource locator” (URLs) or “web addresses” of the Co-Branded Platform are owned by and are the sole property of ForeverCar. The Dealer shall not have any right to use or other interest in and to “forevercar.com”, “usurance.com” or other ForeverCar created URLs. During the Term of this Agreement, each Dealer will use and support the Co-Branded Platform as contemplated in this Agreement only in accordance with this Agreement in support of the solicitation and sale of Vehicle Service Contracts. Upon termination of this Agreement, the Dealer will cease using the Co-Branded Platform and corresponding URLs according to the instructions provided by ForeverCar.

ARTICLE V **REPRESENTATIONS AND WARRANTIES**

5.1 **Mutual Representations and Warranties.** Each Party represents and warrants that:

- (a) it has full power, right and authority to enter into and perform its obligations under this Agreement; and
- (b) the execution and performance of this Agreement does not breach any agreement, court order, judgment or decree to which such Party is bound.

5.2 **Dealer’s Representations and Warranties.** Dealer represents and warrants to ForeverCar at all times that Dealer has the full right and authority to enter into this Agreement concerning its logos, trademarks, service marks and trade names (the “**Dealer Marks**”) and does not need the consent or permission of any other person, firm or corporation in order to license the Dealer Marks.

5.3 ForeverCar's Representations and Warranties. ForeverCar represents and warrants to the Dealer at all times that ForeverCar has the full right and authority to enter into this Agreement concerning its logos, trademarks, service marks and trade names (the "**ForeverCar Marks**") and does not need the consent or permission of any other person, firm or corporation in order to license the ForeverCar Marks.

ARTICLE VI **INDEMNIFICATION**

6.1 Indemnification by Dealer. The Dealer shall indemnify, defend and hold harmless ForeverCar and its affiliates and their respective officers, directors, employees, representatives, consultants and agents hereunder from and against any and all losses, damages, liabilities, reasonable attorney fees, court costs, and expenses ("**Losses**") resulting or arising from any third party claims, actions, proceedings, investigation or litigation (including personal injury or wrongful death) relating to or arising from or in connection with this Agreement and resulting from any breach or alleged breach of any of the Dealer's covenants, representation or warranties in this Agreement.

6.2 Indemnification by ForeverCar. ForeverCar shall indemnify, defend and hold harmless the Dealer and its affiliates and their respective offices, directors, employees, representatives, consultants and agents hereunder from and against any and all losses, damages, liabilities, reasonable attorney fees, court costs, and expenses ("**Losses**") resulting or arising from any third party claims, actions, proceedings, investigation or litigation (including personal injury or wrongful death) relating to or arising from any breach of any ForeverCar covenant, representation or warranty in this Agreement.

6.3 Indemnification Procedures. The Party seeking to be indemnified ("**Indemnitee**") shall provide the Party providing indemnification ("**Indemnitor**") with prompt notice (including a copy thereof) of any claim or lawsuit served upon it that is related to this Agreement; provided that failure to do so will not excuse the Indemnitor of its obligations hereunder except to the extent that Indemnitor can demonstrate that such failure resulted in prejudice to Indemnitor. The Indemnitee shall fully cooperate with the Indemnitor and its representatives in the investigation or any claim or lawsuit related to the services provided in this Agreement. The Indemnitee shall not unreasonably withhold its approval of the settlement of any claim, liability, or action covered by this indemnification provision.

ARTICLE VII **GENERAL PROVISIONS**

7.1 Assignment. A Party may not assign or delegate this Agreement, or any of its rights or obligations hereunder without the prior written consent of the other Party; provided, however, that ForeverCar shall have the right to assign or delegate certain of its rights or responsibilities under this Agreement to its Affiliates by providing notice to Dealer.

7.2 Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made when delivered personally or when received if mailed from within the United States by United States Mail, postage prepaid, or on the next business day if sent by nationally recognized overnight courier service and addressed to the address set forth on the signature page hereto or when sent by electronic transmission to the email address on such signature page, if a conforming copy is also sent on such date by United States Mail.

7.3 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.



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7.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, applicable to contracts made and to be performed entirely within such State, without giving effect to conflicts of law principles thereof.

7.5 Venue and Jurisdiction. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in the State and Federal Courts in Cook County, Illinois.

7.6 Complete Understanding. This Agreement, together with all related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

7.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Dealer Marketing Agreement to be executed as of the day and year first above written:

DEALER:

By: _____

Its: _____

Address: _____

Attn: _____

Email: _____

FOREVERCAR:

FOREVERCAR LLC, an Illinois limited liability company

By: _____

Its: _____

Address: ForeverCar LLC

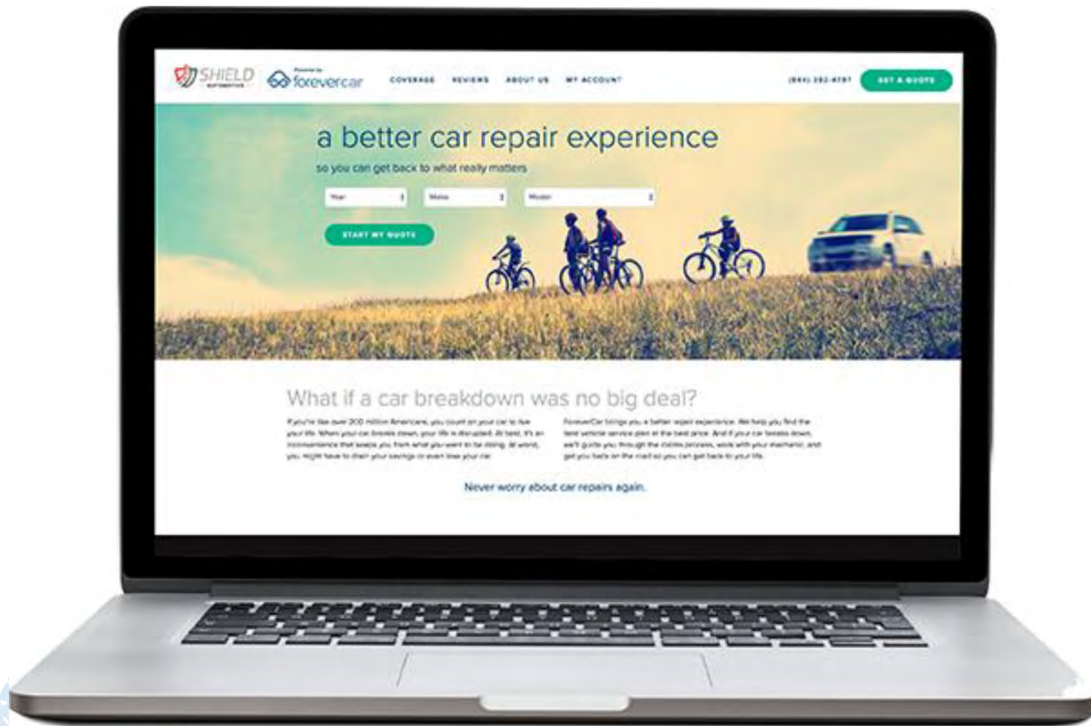
444 N. Orleans Street, STE 300

Chicago, Illinois 60654

Attn: _____

Email: Finance@forevercar.com

EXHIBIT A EXAMPLE OF CUSTOMER-WEB PAGE



NOTES:

1. Dealer logo to be placed in upper left hand corner of landing page (example above is "Shield" logo).
2. "Powered by ForeverCar" and ForeverCar logo to be placed to the right of Dealer logo.
3. Other artwork and messaging subject to change.