



ENROLLMENT PROFILE

PLEASE COMPLETE THIS FORM IN ITS ENTIRETY. ALL INFORMATION IS REQUIRED

DEALERSHIP INFORMATION

Legal Name			
DBA			
Physical Address			
City	State	ZIP Code	EIN
Phone	Fax		Website

DEALERSHIP PRODUCT CONTACT INFORMATION

BELOW CONTACTS WILL BE ISSUED ACCOUNT CREDENTIALS AND/OR HAVE REMITTANCE AUTHORITY FOR FDS PRODUCT LINE

First	Last	Title	Email

AMENDMENT TO MASTER DEALER AGREEMENT

This Amendment to Master Dealer Agreement ("**Amendment**"), effective as of _____ (the "**Effective Date**"), amends the Master Dealer Agreement entered into by and between Flagship Financial Group LLC ("**Flagship**") and the undersigned Dealer, on or about _____ ("**Agreement**"). All capitalized terms not defined herein shall have the same meaning set forth in the Agreement.

WHEREAS, Flagship offers certain ancillary products to authorized dealerships to sell to retail buyers (the "**Program**"); and Dealer desires to participate in such Program.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. The Program

- a. Flagship offers Guaranteed Asset Protection, Vehicle Service Contract and Involuntary Unemployment Protection products (individually or collectively referred to herein as "**Ancillary Product(s)**") to participating dealers to sell to retail buyers.
- b. The cost to Dealer for each Ancillary Product is set forth in a fee schedule distributed by Flagship which may be amended from time to time at Flagship's sole discretion upon reasonable notice to Dealer ("**Fee**").
- c. Dealer may sell Ancillary Products to consumers who purchase motor vehicles from Dealer (individually a "**Buyer**") and who finance such vehicles in retail installment contracts assigned to Flagship. The retail price to Buyer may not exceed the rates set and distributed by Flagship, which may be amended from time to time at Flagship's sole discretion upon reasonable notice to Dealer. Additionally, the retail price to Buyer may not exceed applicable statutory or regulatory limits or Flagship's advance policy.
- d. For each Ancillary Product sold by Dealer per the above paragraph, Flagship will deduct the Fee for such Ancillary Product from the funding proceeds to Dealer and remit such Fee to the appropriate Ancillary Product administrator.
- e. Flagship may terminate or modify all or a part of the Program at its sole discretion upon reasonable notice to Dealer.

2. Dealer Responsibilities.

- a. Dealer is and throughout the term of this Agreement will remain duly authorized and properly licensed under all applicable laws to transact business as presently conducted and to be conducted, and to perform the transactions contemplated under this Agreement.
- b. Dealer shall comply with any and all applicable federal, state, and local laws and regulations, including but not limited to, insurance and licensing laws related to the sale and marketing of Ancillary Products and related operations. Dealer shall also comply with all marketing guidelines of the Ancillary Product administrator.
- c. Dealer shall also comply with all marketing guidelines of the Ancillary Product administrator, including without limitation, not selling or promoting Involuntary Unemployment Protection online or through any other electronic medium.
- d. Dealer shall complete any and all required Dealer set up requirements established by the Ancillary Product administrator prior to offering or selling Ancillary Products.
- e. Dealer represents and warrants that it will not, directly or indirectly, make any misrepresentation to a consumer regarding: (a) the nature, status, or coverage of an Ancillary Product; (b) the extent of Dealer's relationship with the consumer or its role with respect to the Ancillary Product; (c) the identity of the Ancillary Product administrator or obligor of the Ancillary Product; or (d) the status of the manufacturer's warranty. Dealer shall provide accurate coverage, cancellation and price-related information to consumers. Dealer shall comply with the cancellation and refund provisions, and all other provisions of the Ancillary Product.

- f. Dealer shall not: (a) alter, waive, modify or discharge any of the terms and conditions of any Ancillary Product or other agreement offered by an Ancillary Product administrator; or (b) alter, waive or modify any policies, procedures, rules or criteria established by Flagship or an Ancillary Product administrator.
- g. Dealer shall obtain Flagship's approval prior to using any marketing materials that promote Ancillary Products that were not provided directly to Dealer by Flagship or the Ancillary Product administrator.
- h. Pre-existing conditions are not eligible for coverage under Vehicle Service Contract. In the event Dealer sells a Vehicle Service Contract on an ineligible vehicle, fails to comply with eligibility guidelines established by the Ancillary Product administrator, and/or misrepresents the limitations of the Vehicle Service Contract, Dealer shall be responsible for paying any claims arising out of such failure(s) which are not eligible for reimbursement under the Vehicle Service Contract.
- i. Coverage will not apply to a vehicle which has been altered or customized, nor will coverage apply to a component that is not operating properly at the time of the Vehicle Service Contract and vehicle purchase, therefore, Dealer shall fully inspect, prior to Buyer delivery, any vehicle considered for a Vehicle Service Contract for any mechanical malfunctions, undesirable conditions and roadworthiness; correct or repair the same prior to selling the vehicle and completing an Vehicle Service Contract application; and assume responsibility for any mechanical defects found to be evident at the time of sale.
- j. In the event the Ancillary Product administrator declines to accept an Ancillary Product application and/or declines to issue a contract for such Ancillary Product, Dealer shall refund its share of the purchase price for said contract to Flagship.
- k. To ensure compliance with this section, Dealer will maintain written policies and procedures, and periodically train and monitor its employees, agents, and subcontractors, of the legal and contractual requirements and restrictions governing Dealer's activities.

3. **Term & Termination.** This Amendment shall commence as of the Effective Date. Either party may terminate this Amendment for any reason and without penalty with thirty (30) days written notice. Either party may terminate this Amendment in the event of fraud on behalf of the other party, in connection with its performance under this Amendment, by providing written notice to the defaulting or fraudulent party; such termination shall be effective upon receipt of written notice by the other party. Termination of this Amendment shall not alter the parties' responsibilities with respect to Ancillary Products issued and paid for prior to the date of termination, and the handling of refunds and any other payment obligation set forth herein. In the event this Amendment is terminated for any reason, and upon Flagship's request, Dealer shall promptly return to Flagship all documents and any other forms or materials, including marketing materials that are in the possession or control of Dealer, or shall destroy all such copies of said materials in its possession.

Additionally, Dealer shall immediately cease selling Ancillary Products and remit the entire amount of any payments for Ancillary Products sold through the termination date of the Amendment.

Sections contained in this Amendment that by their nature and context are intended to survive termination, shall survive until such duty or obligation has been fully observed, performed or discharged and such right has been fully enjoyed, enforced or satisfied.

4. **Record Retention & Audit.** Dealer shall maintain and preserve accurate records pertaining to the transactions contemplated by this Amendment, including but not limited to all electronic files relating to information gathered and created under this Amendment for the sale of Ancillary Products, and which show its compliance with and performance of this Amendment, for a period of seven (7) years from the last transaction associated with any Ancillary Product, or for such longer period as may be required by law. Flagship or its authorized representatives shall have the right to audit, inspect and copy such records, excluding any proprietary or privileged records, during business hours upon reasonable notice, and at Flagship's sole expense. Dealer will cooperate and cause each of its employees and agents to cooperate with any investigation request for information, review or examination by any governmental authorities and with a similar request by Flagship in connection with Flagship's compliance program.

5. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AMENDMENT, (A) FLAGSHIP MAKES NO

REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY TYPE AS TO ITS SERVICES, THE ANCILLARY PRODUCTS OR ANY COVERAGE PROVIDED UNDER THE ANCILLARY PRODUCTS, AND (B) FLAGSHIP HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY AND ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, COURSE OF DEALING OR PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

6. Limitations of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ASSIGNS, MAY SUFFER WHICH ARE CAUSED BY OR RESULT FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT BY THE OTHER PARTY.

By DEALER:			
Name	Signature	Title	Date
Legal Name		DBA	
Physical Address	City	State	Zip

By FLAGSHIP FINANCIAL GROUP LLC:			
Name	Signature	Title	Date