

DEALER PROFIT PROTECTION

THIS PRODUCT(S) SALES AGREEMENT is entered into this _____ day of _____, by and between D&P Holdings, Inc. and its affiliate Diversified Insurance Facilities and Auto Trac System, located at 18 Augusta Pines Drive, Suite 220W, Spring, TX 77389, hereinafter referred to as "Administrator", and:

Dealer Name: _____

Federal ID: _____

Dealer Address: _____

City: _____ State: _____ ZIP: _____ hereinafter referred to as "Dealer".

WITNESSETH:

WHEREAS, the Dealer desires to sell PRODUCT(S) in conjunction with its New and Used Vehicle Sales; AND WHEREAS, the Administrator protects the Dealer profit on all products sold on new and used vehicles through the 3-D Program;

- 1) After the lease or loan has been funded 180 days from the original lease or loan effective date, the dealer will not be assessed any prorated chargebacks on backend products including but not limited to GAP, mechanical breakdown (vehicle service contract), and any other ancillary products.**
- 2) In the event the lease or loan is defaulted on by the purchaser/customer Lender Participation Profit is fully earned at time of funding.**

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

ARTICLE A - CERTAIN TERMS DEFINED

1. "Administrator" means the entity, other than the insurance carrier or Dealer that performs administrative or operational functions pursuant to this Program. Administrator is contractually responsible to perform specific duties and obligations on behalf of the Dealer as indicated in this Agreement.
2. "Product(s)" means any products selected on Exhibit A.
3. "Charge for PRODUCT(S)" (hereinafter called GAP Charge) means the amount charged to a Borrower by Dealer for a PRODUCT(S).
4. "Dealer Compensation" means the difference between the Dealer Cost and the GAP Charge to the Borrower for a PRODUCT(S). Dealer is responsible for setting the Dealer Compensation and for any refunds due to the Dealer's Borrower.
5. "Dealer Cost" means the amount charged per PRODUCT(S) to the Dealer by Administrator for services rendered under this Agreement. Dealer Cost includes the cost of any Policy issued in connection with a PRODUCT(S) and administration fees to process the Dealer's PRODUCT(S).
6. "Financial Institution/Assigned Lender" is the entity to which the Customer/Borrower's Financing Contract is initially sold, assigned, or transferred.
7. "Program" means the PRODUCT(S) Program(s) offered by Dealer to its Borrowers.

ARTICLE B - TERM AND TERMINATION OF THIS AGREEMENT

1. This Agreement shall be effective as of the date set forth above and shall continue in force until terminated, with or without cause, by either party giving to the other party not less than thirty (30) days prior written notice of such termination.
2. Notwithstanding any other provision of this Agreement, in the event of any material breach of any provision of this Agreement, the party not in breach may give written notice to the breaching party of the event causing the breach and, if the breach is not corrected within five (5) business days after receipt of this notice, this Agreement may be terminated immediately at the sole discretion of the non-breaching party, in addition to availing itself of any other remedies provided by law. Administrator may, at its discretion, by giving written notice to Dealer, immediately suspend or terminate Dealer's rights under this Agreement in the event:
 - a. Dealer fails to pay when due (i) any amount payable under this Agreement or (ii) any amount payable by Dealer to Administrator or any related or affiliated company under any other agreement or arrangement;
 - b. Dealer commits any fraudulent act;
 - c. Dealer fails to remedy any other material breach of this Agreement by Dealer within thirty (30) days after notice of such breach is given to Dealer by Administrator;
 - d. Dealer files a voluntary petition in bankruptcy, or (i) there is filed against Dealer an involuntary petition in bankruptcy;
 - e. Dealer fails to pay its debts when due, or makes an assignment of its assets for the benefit of creditors, or suffers an impairment of its reputation or financial standing at any time subsequent to the Effective Date of this Agreement; or
 - f. Dealer sells, assigns, leases, or otherwise disposes of (whether in one transaction or in a series of transactions) all or substantially all of its assets, and/or there is a change in control in the ownership of Dealer.
 - g. Dealer fails to produce and submit business to the Administrator PRODUCT(S) sold within ninety (90) days from the effective date of this Agreement. Any suspension shall continue until the earlier of the day (i) Administrator lifts it by written notice to the Dealer or (ii) this Agreement is terminated.
3. In the case of any termination of this Agreement under Article B. 2(g) due to a sale, assignment, lease, or other disposal of all or substantially all of Dealer's assets and/or a change of control, Dealer agrees to pay any remaining amounts due and owing from Dealer to Administrator under this Agreement from the proceeds of such transaction. In furtherance of such Agreement, Dealer hereby transfers, assigns, and conveys to Administrator that amount of transaction proceeds necessary to satisfy Dealer's obligations to Administrator under this Agreement.
4. During any suspension and upon termination of this Agreement, Dealer shall cease the sale of PRODUCT(S), shall promptly remit all Dealer Costs and other sums due hereunder to the Administrator, and shall return to Administrator, or store in a safe place for pick-up by Administrator, all forms, brochures, supplies, marketing materials, and other property furnished by Administrator to Dealer and relating to the Program. Suspension or termination of this Agreement shall not affect the responsibilities of Dealer or Administrator under any PRODUCT(S) sold by Dealer and in force or applied for prior to the termination date.

ARTICLE C - RESPONSIBILITIES OF ADMINISTRATOR

The Administrator shall perform all of the following administrative services to the extent necessary to meet Dealer's needs:

1. Administrator will investigate process and pay claims covered by validly issued Waivers, in accordance with the

then current claims procedures of the Administrator.

2. Administrator will process all complete and legible PRODUCT(S) upon receipt from Dealer.
3. Administrator will administer the Program and will verify, approve, review, and adjust PRODUCT(S) in accordance with the terms, conditions, and exclusions pertaining to the PRODUCT(S), and any Procedural Manuals which have been provided in writing to both parties.
4. Administrator will compile all documents from Borrower to establish that a Loss has been sustained and qualifies for a payable Loss under the PRODUCT(S).
5. Administrator reserves the right to offset any amounts due to the Dealer under this Agreement against any amounts due from the Dealer under this or any other agreements which Dealer may have from time-to-time with Administrator, its subsidiaries, or affiliates.
6. The Administrator shall maintain, at its sole cost and expense, an insurance policy which will provide coverage for all proper claims submitted under the Program, in all states where such insurance coverage is required by law.
7. Administrator may change the Dealer Cost as necessitated by state or other legal requirements. Administrator reserves the right to adjust the Dealer Cost as necessary from time-to-time by giving thirty (30) days notice to Dealer. The change in Dealer Cost will apply to all PRODUCT(S) issued by the Dealer on and after the effective date of the change to Dealer Cost.
8. Administrator and Insurer will have no liability for any PRODUCT(S) issued outside of the parameters set for the Program or if not authorized under this Agreement and in accordance with Administrator's Procedural Manual.

ARTICLE D - RESPONSIBILITIES AND GUARANTEES OF DEALER

1. The Dealer agrees to follow the guideline instructions and procedures as outlined by the Administrator and provided to the Dealer, including additions and deletions as may be issued by the Administrator. Dealer agrees to abide by the terms and conditions of this Agreement and disclose the cost of the PRODUCT(S) and any limitations and fees as required by law and to follow all instructions and procedures set out in the Program materials.
2. Dealer understands that the PRODUCT(S) effective date and the date of the loan/lease between the Borrower and the Dealer must be offered and sold on the same date the financing contract is executed by the Borrower.
3. No later than the fifteenth (15th) of each month, Dealer shall deliver to Administrator (a) a PRODUCT(S) Report and Remittance Register (on a form supplied by Administrator) of PRODUCT(S) sold since Dealer's last such Report; (b) the original copy of each PRODUCT(S); and (c) a check for the amount due and payable to Auto Trac System for the total of all PRODUCT(S) listed on the PRODUCT(S) Report and Remittance Register. In the event Dealer fails to submit the foregoing required instruments to Administrator within ninety (90) days from the effective date of the PRODUCT(S), no PRODUCT(S) will be eligible for coverage under the Program, unless such late PRODUCT(S) have been resubmitted and accepted in accordance with late remittance arrangement as indicated in the Procedural Manual. If the PRODUCT(S) are not resubmitted and accepted in accordance with the late remittance arrangement, Dealer shall have full financial responsibility for any loss, cancellation, tax, or other obligation that would have otherwise been the responsibility of the Administrator. The PRODUCT(S) must be complete and legible. Dealer will only use those PRODUCT(S), and to sell and issue only those PRODUCT(S) that have been authorized and provided by Administrator to the Dealer.
4. The Dealer agrees to have no authority to make or alter, modify, waive or discharge any terms or conditions of the PRODUCT(S) or any performance there under, nor to incur any liability on behalf of the Administrator.
5. Dealer shall send to Administrator, a copy of each and every complaint received from any Borrower, Borrower's legal representative, or regulatory authority within twenty-four (24) hours of receipt. The Administrator shall have authority to respond to such complaints, and the Dealer shall timely provide the Administrator with a full, fair, and accurate explanation of the complaint on which Administrator may rely in making its response.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties on the date first set forth above.

DEALER

By: _____

Name: _____

Title: _____

Date: _____

ADMINISTRATOR (D&P Holdings, Inc. and its affiliate Diversified Insurance Facilities and Auto Trac System)

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Please initial next to each product you chose to offer.

- 3-D Program (GAP/14-Day Exchange Guarantee/Dealer Default Protection) _____
- Or Separately If State Requires
- GAP _____
- 14-Day Exchange Guarantee _____
- Dealer Default Protection _____
- Excess Wear & Tear _____
- Tire & Wheel _____
- Windshield Repair/Replace _____
- Key Replacement _____
- Bundled _____
- Mechanical Breakdown/VSC _____
- _____ _____
- _____ _____
- _____ _____
- _____ _____