



Keystone Lending Alliance, LLC Guaranteed Auto Protection Dealer Agreement

This agreement by and between Keystone Lending Alliance, LLC (KLA), and _____ (Dealer) on this _____ date is for the purpose of allowing Dealer to offer the KLA Guaranteed Auto Protection (GAP) product to members who finance their applicable collateral with KLA. This Agreement shall be effective for twelve (12) months from the above date and renew automatically for twelve (12) month terms. This Agreement may be terminated by either party by giving a written sixty (60) day notice.

Therefore, both parties agree to the following:

A. KLA agrees to perform as follows:

- Provide marketing materials and training to dealer employees, so that features and benefits of the GAP product are clearly and properly explained to members.
- Act as contact to members for claims processing.

B. Dealer agrees to perform as follows:

- Offer KLA's GAP product to only members financing with the KLA, explaining features, benefits and details of GAP product clearly.
- GAP may be sold at maximum retail rate of 200% over dealer cost not to exceed state maximum.
- GAP contract submitted with retail contract within 30 days of credit application approval date.
- Report all GAP enrollments and display on contract.

KLA's GAP program is may be canceled with a full refund to member within sixty (60) days of the Origination Date for any reason other than in the event of a total loss during that period. After sixty (60) days the contracts are fully earned and non-refundable. However, in the event of repossession, Dealer will be charged back a pro-rata portion of their fees associated with GAP contract on repossessed vehicle.

Both parties further agree to indemnify and hold the other harmless from and against all claims, damages, or liability arising from or related to the

indemnifying party's acts or omissions in carrying out the indemnifying party's duties under this agreement. Neither party shall be liable to the other party under this section to the extent that the other party caused, contributed to or compounded the claim, damage or liability at issue.

Each party entering into this agreement has authorization to sign on behalf of the KLA and Dealer.

DEALER

Keystone Lending Alliance, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____