



THIS OMP SALES AGREEMENT is entered into this _____ day of _____, by and between National Auto Care Corporation and its affiliate Family First Dealer Services, LLC an Ohio Corporation located at 440 Polaris Parkway, Suite 250, Westerville, Ohio 43082, hereinafter referred to as "Administrator", and:

Name: _____

Federal I.D. # _____

Address: _____

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

WITNESSETH:

WHEREAS, the Dealer desires to sell the Optional Membership Program (OMP) in conjunction with its New and/or Used Vehicle Sales; AND WHEREAS, the Administrator desires that the Dealer sell such OMP Registrations; 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. "Agreement" means this OMP Sales Agreement together with any and all Amendments, Exhibits, Schedules, Procedural Manuals, Bulletins, or Addenda hereto, as the same may be amended, modified, extended, or renewed from time to time.
3. "Amendment" means any attachment or addenda to this Agreement identified as an "Amendment" whose terms and conditions are incorporated by reference into the Agreement.
4. "Charge for OMP Registration" (hereinafter called OMP Charge) means the amount charged to a Customer/Member by Dealer for an OMP Registration.
5. "Customer/Member" (hereinafter called Member) means any Member to whom Dealer has agreed to purchase an OMP Registration and has the OMP Charge added to the loan, lease agreement, or buyer's order by the Dealer.
6. "Dealer Compensation" means the difference between the Dealer Cost and the OMP Charge to the Member for the OMP. Dealer is responsible for setting the Dealer Compensation and for any refunds due to the Dealer's Member.
7. "Dealer Cost" means the amount charged per OMP Registration to the Dealer by Administrator for services rendered under this Agreement. Dealer Cost includes the cost of any Policy issued in connection with a OMP Registration and administration fees to process the Dealer's OMP.
8. "Financial Institution/Assigned Lender" is the entity to which the Customer/Member's Financing Contract is initially sold, assigned, or transferred.
9. "OMP Registration" means the membership form provided by the Dealer to members that have purchased the OMP.
10. "Insurer" means any insurance carrier rated A- or better by A.M. Best and Company.
11. "Loss" means Constructive Total Loss and Payable Loss as defined in the OMP Registration.
12. "Policy" means the insurance policy(ies) issued by Insurer to Dealer in connection with the Program.
13. "Program" means the OMP offered by Dealer to its Members.



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. (i) Dealer files a voluntary petition in bankruptcy, or (ii) 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 OMP Waivers 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(f) 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 OMP Registrations, 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 OMP Registration sold by Dealer and in force or applied for prior to the termination date.



ARTICLE C - RESPONSIBILITIES OF ADMINISTRATOR

The Administrator and/or its designated Third Party Administrator shall perform all of the following administrative services to the extent necessary to meet Dealer's needs:

1. Administrator will assist Dealer in the marketing of the Program. Provide Dealer administrative forms, promotional material, and Express Lane logins necessary to implement the Program.
2. Administrator will investigate, process and pay claims covered by validly issued Registrations, in accordance with the then current claims procedures of the Administrator.
3. Administrator will process all complete and legible OMP Registrations upon receipt from Dealer.
4. Administrator will keep records of all OMP Registrations issued, canceled, terminated, and submitted for reimbursement of a Loss.
5. Administrator will administer the Program and will verify, approve, review, and adjust OMP Registrations in accordance with the terms, conditions, and exclusions pertaining to the OMP, and any Procedural Manuals which have been provided in writing to both parties.
6. Administrator will compile all documents from Member to establish that a Loss has been sustained and qualifies for a payable Loss under the OMP.
7. Upon request, Administrator will provide Dealer with any pertinent information relative to a Loss.
8. Administrator agrees to process eligible OMP Registrations submitted within seven (7) business days of receipt of proper documentation.
9. Administrator will forward OMP Loss requests to Insurer for reimbursement to Dealer, if Dealer purchased the Policy and paid the appropriate payment for such coverage. Administrator will instruct Insurer to forward payment to the appropriate entity under the Policy in connection with any Loss requests. If the appropriate payment has not been paid, Administrator will access a \$150.00 fee to process the Loss request.
10. 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.
11. Dealer acknowledges that Administrator is not the issuer of the Policy and is not liable to Dealer or Dealer's assignee for any OMP Registration requests made under the Policy.
12. 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.
13. Administrator agrees to provide the Dealer OMP Registrations, brochures, and other marketing material as Administrator deems necessary to offer the Program to its Members. Administrator may revise and discontinue OMP Registrations, brochures, and other marketing material from time to time. See Article H for additional terms and obligations pertaining to Marketing Materials.
14. Administrator agrees to procure insurance coverage, at Administrator's discretion, which shall insure the Dealers obligations to its Members, where applicable.
15. 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 OMP Registrations issued by the Dealer on and after the effective date of the change to Dealer Cost.
16. In no event does the Administrator or Insurer authorize or agree to pay or provide any retrospective rate credit, reinsurance, or other compensation to any party unless specified in writing by Administrator or Insurer, nor do Administrator or Insurer approve, sanction, or authorize Dealer offering the Program either directly or through any third party or affiliate location.
17. Administrator and Insurer will have no liability for any OMP Registrations 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 OMP Registrations and any limitations and fees as required by law and to follow all instructions and procedures set out in the Program materials.
2. Dealer shall only offer OMP Registrations on forms approved by the Administrator to Members on a voluntary basis. The Dealer shall properly explain the OMP Registration to each Member without misrepresentation or material error.
3. Dealer acknowledges and agrees that Administrator has the right to reject, recall, rescind, return for correction, or terminate OMP Registrations that are not issued in accordance with the Program.
4. Dealer understands that the OMP Registration effective date and the date of the loan/lease/purchase between the Member and the Dealer must be offered and sold on the same date the financing contract is executed by the Member or within 365 days of the vehicle sale date.
5. No later than the fifteenth (15th) of each month, Dealer shall deliver to Administrator (a) an OMP Registration Report and Remittance Register (on a form supplied by Administrator) of the OMP Registrations sold since Dealer's last such Report; (b) the original copy of each OMP Registration; and (c) a check for the amount due and payable to National Auto Care Corporation for the total of all OMP Registrations listed on the OMP Report and Remittance Register. In the event Dealer fails to submit the foregoing required instruments to Administrator within forty-five (45) days from the effective date of the OMP Registration, no OMP Registration will be eligible for coverage under the Program, unless such late OMP Registration has been resubmitted and accepted in accordance with a late remittance arrangement as indicated in the Procedural Manual. If the OMP Registrations 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 OMP Registrations must be complete and legible. Dealer will only use those OMP Registrations, and to sell and issue only those OMP Registrations that have been authorized and provided by Administrator to the Dealer.
6. Dealer acknowledges that no coverage shall be provided for a Financing Contract that is self-financed as defined in the OMP Registration.
7. If a Loss is received within the stipulated timeframe indicated on the OMP Registration or before the OMP Registration and Dealer Cost are reported to the Administrator, the Administrator may require the Dealer to show proof of delivery of the OMP Registration and Dealer Cost to Administrator prior to the date of Loss. This provision is subject to Article D. 6.
8. Dealer agrees to obtain and maintain any required approval, authorization, or licensing as may be required for Dealer or its employees or agents to offer, sell, or attach OMP Registrations to Dealer's Financing Contract. Dealer shall comply with all applicable local, state, and federal laws, regulations, and other legal mandates in the performance of all duties hereunder.
9. Upon cancellation or termination of any OMP Registration, Dealer shall promptly notify the Administrator and shall refund to the Member the amount, if any, required by the terms of the OMP Registration (hereinafter referred to as the "gross refund amount"). After Administrator receives from Dealer notice of such cancellation or termination, the Administrator shall refund or credit to the Dealer the corresponding portion of the Dealer Cost paid by Dealer to Administrator for such OMP Registration.
10. The Dealer agrees to immediately refund to the lien holder or the Registration Holder, in the event of cancellation, the Dealer's retained portion of the Registration charge. If the dealer fails to refund to the Member the gross refund amount, Administrator, at its sole discretion, may take any action to recover amounts owed by the dealer. Dealer may not charge any cancellation fee nor make any deductions from refund amounts due to the Member unless such charge is indicated in the OMP Registration.
11. If Dealer fails to refund to the Member the gross refund amount, Administrator, at its sole discretion, may take any action to recover amounts owed by Dealer for Dealer's portion of actual or projected cancellation refunds, including, without limitation, either or both of the following actions: (i) require Dealer to deposit with Administrator an amount Administrator reasonable estimates to be necessary to cover the projected cancellation refunds, and/or (ii) retain or offset amounts due Administrator from Dealer or any related or affiliated Administrator for Dealer's share of actual or



- projected cancellation refunds. The Dealer may not charge any cancellation fee nor make any deductions from refund amounts due to the Member unless such charge is indicated in the OMP Registration.
12. Dealer shall report all Losses under OMP Registrations issued by Dealer directly to Administrator as soon as possible but no less than five (5) days after Dealer becomes aware of any such Loss. Dealer agrees to assist Administrator in collecting all materials indicated in the OMP Registration or benefit request form. Administrator shall not be responsible for payment of any benefit request involving a Loss: (i) not covered under the OMP Registration, or (ii) not reported to Administrator as provided herein, or (iii) under a OMP Registration not reported to Administrator as provided herein, or (iv) under a OMP Registration for which Administrator has not received the total remittance due Administrator as provided herein. Administrator reserves the right to assign benefit requests for investigation or settlement, and Dealer hereby consents to any exercise of such right by Administrator. In the event of assignment by Dealer of all or any part of its rights, duties, or liabilities under any loan or lease agreement for which there is a OMP Registrations in effect, Dealer shall cause the assignee thereof to assume Dealer's responsibilities under such OMP Registration. In the event of assignment by Dealer, all OMP proceeds will be paid to the assignee.
 13. If the amount of the OMP Charge paid for the OMP Registration has been filed with, regulated, approved, or limited by state or federal authority, Dealer agrees Dealer will not charge or accept any amount in excess of such regulated or filed OMP Charge. If the OMP Charge is in excess, Administrator will follow written procedures established by the parties in processing the OMP Registration. However, Dealer remains liable for any penalty, fine, or liability arising out of a benefit request in excess of the OMP Charge to the Member.
 14. Dealer agrees to assign any and all right, title, and claim to any proceeds from the Policy distributed as a result of a Loss submitted under the OMP Registration to the Financial Institution/Assigned Lender under the Financing Contract. This assignment shall be effective at the time the lease or loan agreement is assigned and is not revocable by termination of this Agreement.
 15. The Dealer agrees to have no authority to make or alter, modify, waive or discharge any terms or conditions of the OMP Registration or any performance there under, nor to incur any liability on behalf of the Administrator.
 16. The Dealer agrees that this Agreement and the rights under it may not be assigned without the prior written consent of the Administrator.
 17. Dealer shall be solely responsible for (i) the payment of compensation to all employees utilized by Dealer in the performance of this Agreement and shall indemnify, defend, and hold harmless Administrator and its affiliates from and against any claim for compensation by said employees and (ii) the cost of any rentals, transportation, postage, advertising, license fees, or sales tax. Dealer agrees that it shall remain responsible for any refunds due for compensation paid under this Agreement.
 18. In no event will Dealer transfer, sell, or assign any of the Dealer's rights and duties under any Member's loan that will affect Administrator's or Insurer's obligations or liability under this Agreement without Administrator's prior written consent.
 19. Dealer shall maintain accurate and up-to-date records concerning transactions under this Agreement and the OMP Registrations, including, without limitation, a copy of each OMP Registration sold pursuant hereto.
 20. Dealer shall maintain in a secure and safe place for all forms, supplies, and other property received from Administrator and used in connection with the sale of OMP Registrations and the administration of the Program. All such materials are the exclusive property of Administrator, and Dealer agrees to return all such materials to Administrator upon demand or as provided in Article II hereof.
 21. Dealer shall send to Administrator, a copy of each and every complaint received from any Member, Member'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.

ARTICLE E – INSURANCE

1. Dealer will purchase a Policy for the Program and pay the appropriate premium to Insurer for each OMP Registration. Insurer's sole liability will be to Dealer under the Policy for any OMP Registration for which premiums have been paid. If no premiums have been paid by Dealer to Insurer, Insurer is not liable to any Member or third party in connection with the OMP Registration or the Policy issued to Dealer. Dealer agrees to indemnify, defend, and hold Insurer harmless for any claim to the contrary. Dealer will report, as outlined in this Agreement, all OMP Registration which are proposed to be insured under the Policy. Insurer has no obligation to insure any OMP Registration that does not meet the requirements



outlined in this Agreement. In the event a OMP Registration is reported to the Insurer that does not meet the requirements of this Agreement, the Administrator will return the Dealer's Cost to the Dealer and no coverage will be in force.

2. Administrator agrees to assist in providing Dealer with materials compliant with rules and regulations applicable to the Program. However, neither Administrator nor Insurer certify or warrant any Program sales methods or Dealer authority to offer the Program. Dealer is solely responsible for assuring Dealer loan documents, calculations, and ability to finance the OMP Charge authorized and compliant with any applicable laws and requirements. Dealer agrees to indemnify and hold Administrator and Insurer harmless from any claim that the Program is not compliant with applicable law and to immediately suspend soliciting or marketing the Program until authorization is obtained or the Program is compliant. Dealer agrees to make all changes to the Program as may be prudent to assure proper disclosure and representation to the Member.

ARTICLE F: RETENTION AND INSPECTION OF RECORDS

1. Dealer agrees to keep all records related to OMP Registration for not less than five (5) years following the expiration of any Member loan to which a OMP Registration is attached or in accordance with Dealer's record retention or Dealer's regulatory requirements, whichever is longer.
2. During the term of this Agreement and for five (5) years from the later of (i) termination of this Agreement or (ii) expiration of all OMP Registration sold by Dealer under the Program, Administrator may examine all books, records, papers, and any and all other Dealer information pertaining to the OMP Registration or the Program.

ARTICLE G: INDEMNIFICATION

1. Dealer shall hold harmless, indemnify, and defend Administrator, Insurer, and their respective affiliates, shareholders, directors, officers, employees and representatives (collectively the "Dealer Indemnified Parties"), from and against all claims, demands, and causes of action (and all costs, expenses, losses, fines, penalties, and damages incurred by any such Dealer Indemnified Party as a result of each such claim, demand, cause of action, or proceeding, including, without limitation, attorney's fees, costs of discovery, and costs of court) arising out of or in any way connected to any breach by Dealer of its obligations under this Agreement, any act of willful misconduct, negligence, error, or omission by Dealer and/or its employees or representatives in connection with this Agreement, Program, or any OMP Registration, or any failure to remit or report any OMP Registration or OMP Charges to Administrator as required under this Agreement, except to the extent of any negligence or other fault on the part of any Dealer Indemnified Party.
2. Administrator shall hold harmless, indemnify, and defend Dealer and its affiliates, shareholders, directors, officers, employees, and representatives (the "Administrator Indemnified Parties"), from and against all claims, demands, and causes of action (and all costs, expenses, losses, fines, penalties, and damages incurred by any such Administrator Indemnified Party as a result of each such claim, demand, cause of action, or proceeding, including, without limitation, attorney's fees, costs of discovery, and costs of court) arising out of or in any way connected to any breach by Administrator of its obligations under this Agreement or any act of willful misconduct, gross negligence, error, or omission by Administrator and/or any of its respective employees or representatives in connection with this Agreement, the Program or any OMP Registration, except to the extent of any negligence or other fault on the part of any Administrator Indemnified Party.

ARTICLE H: MARKETING MATERIAL

1. When marketing, promoting, and selling the Program to its Members, Dealer shall use only forms and other materials approved by Administrator ("Marketing Materials"), unless a written request by the Dealer has been made and approved by the Administrator. Subject to Administrator's prior approval, Dealer may incorporate electronic copies of such Marketing Materials approved by Administrator for each Program in e-mails, e-menu systems, on websites, or other similar such uses for the purpose of marketing, promoting, or presenting the Program to its customers. Dealer may not alter, edit, or otherwise revise the Marketing Materials, and Dealer shall present all Marketing Materials without misrepresentation or material error. All use by Dealer of the Marketing Materials and all other materials utilizing or



incorporating the Marketing Materials shall comply with the terms of this Agreement and all applicable federal, state, and local laws.

2. Dealer agrees to defend, indemnify, and hold Administrator its parent and all of its affiliated companies harmless from and against any and all actual or alleged actions, claims, judgments, losses, damages, fines, penalties, costs, expenses, or any other liabilities (including court costs and attorney's fees) arising out of or in any way related to Dealer's marketing and promotion of the Program and/or Dealer's use of the Marketing Materials. Dealer must maintain in Dealer's files a record of each use by Dealer of the Marketing Materials, such record to include a copy of the Marketing Material used together with date and manner of use, and provide Administrator, upon Administrator's request, with a copy of such record.
3. Neither party has any right, title, or interest in the other's logos, trademarks, or service marks, except as stated herein. Dealer acknowledges and agrees that all logos, trademarks, or service marks contained on forms, agreements, and other materials used in connection with the Program are the property of Administrator. Neither party will contest the validity of the other's trademarks or service marks. Neither party will use, distribute, or market any name or trademarks, logos, or service marks of the other, or its affiliates, whether registered or not, in publicity releases, advertising, or correspondence to any person or consumers or in any manner without the written approval of the other party, and, if required by the other party, a properly executed trademark license agreement.
4. The Dealer shall not publish, reproduce, circulate or display any advertisement or other promotional or Marketing Materials related to the Administrator and its OMP or other programs, services or products, without the prior written approval of the Administrator. The Dealer shall not use the Administrator's insurance carriers name or logo, including but not limited to in any press release, website, billboard or business card.

ARTICLE I: DEALER'S COMPENSATION

The Dealer is permitted to retain the Dealer's Compensation for the sale of OMP Registrations pursuant to this Agreement. Dealer shall refund to the Administrator in accordance with Article D.6 of this Agreement.

ARTICLE J – CONSUMER PRIVACY

1. "Confidential Information" includes, without limitation, all medical, financial, and other nonpublic personal information of past, current, and prospective Members under this Agreement.
2. From time-to-time, Administrator will be receiving from Dealer Confidential Information about persons who have a financial relationship with Dealer. Administrator agrees that it will use Confidential Information only for the purpose or purposes that it was provided or other purposes permissible or required by applicable law or regulation. Administrator agrees that it will not provide Confidential Information to any third party except as may be necessary to service the OMP Registration. If Administrator does provide Confidential Information to a third party, it shall use commercially reasonable efforts to require that such third party agrees to safeguard the Confidential Information in a manner consistent with the terms and conditions of this Agreement.
3. Each of the parties hereto acknowledges the requirements of applicable laws in implementing security measures to safeguard Confidential Information. Further, each party acknowledges to the other that it has in place a written information security program that includes commercially reasonable administrative, technical, and physical safeguards. Each party has or will implement appropriate measures reasonably designed to: (i) ensure the security and confidentiality of customer information, (ii) protect against any anticipated threats or hazards to the security and integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any Member. In the event of any unauthorized misappropriation, disclosure, or use by any person of any Confidential Information of which Administrator is, or becomes, aware Administrator agrees to promptly notify Dealer in writing. Further, to the extent such unauthorized misappropriation, disclosure, or use is due to the acts or omissions of Administrator or its agents, Administrator will comply with its procedures and policies to limit, stop, or otherwise remedy such misappropriation, disclosure, or use.



ARTICLE K - MISCELLANEOUS

1. The Administrator may examine, at all reasonable times, at the place of business of the Dealer, the Dealer's books and records pertaining to the Program.
2. Each of the Administrator and the Dealer agrees not to use any information acquired for any purpose other than as contemplated herein.
3. This Agreement supersedes all previous Agreements either written or oral between the parties. This Agreement shall be amended in writing only and acknowledged by both parties.
4. This Agreement shall be binding upon and shall inure to the benefit of the receivers, successors and assigns of the parties.
This Agreement shall be interpreted in accordance with the laws of the State of Ohio.
5. This Agreement does not in any way create the relationship of principal and agent between the Administrator and the Dealer and under no circumstances shall the Dealer be considered to be an agent of the Administrator.
6. The Dealer shall not act or attempt to act, or represent itself, directly or by implication, as agent of the Administrator or in any manner assume or create any obligation on behalf of or in the name of the Administrator.
7. Dealer shall have no authority to make, alter, modify, waive, or discharge any terms or conditions of any Program or OMP Registration, or any performance thereunder, or to waive any forfeiture, or to incur any liability on behalf of Administrator or Insurer.
8. Administrator may at any time assign any rights or delegate any duties under this Agreement to one or more of its wholly-owned subsidiaries or to any affiliated company. Dealer may not, without the prior written approval of Administrator, assign any rights or delegate any duties under this Agreement. Any such delegation by Administrator or Dealer shall not limit the other parties' liabilities to the other under this Agreement.
9. This Agreement, including all attached hereto, contains the entire agreement between Administrator and Dealer with respect to the Program on and after the Effective Date and supersedes any and all prior agreements between the parties with respect thereto. No representations were made or relied upon by Administrator or Dealer other than those expressly set forth herein.
10. No employee, agent, or other representative of Dealer has the power to alter or amend any of the terms of this Agreement. This Agreement may be amended (i) by a written document signed both by an executive officer of Dealer and Administrator or (ii) by Dealer's failure to object in writing within thirty (30) days of receipt of any amended terms sent by Administrator in writing to the Dealer.
11. Each party agrees to assist the other party in any inquiry, exam, complaint, or lawsuit arising out of a OMP Registration. A party shall notify the other party of the receipt of legal notices or service of process affecting OMP Registration or the Program and shall immediately forward a copy of the same to the other party.

Additional accounts may be added as Dealers under this Agreement by the Dealer executing an amendment to this Agreement adding the new account to Exhibit "A" hereto and agreeing to be bound by the Agreement's terms.**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: _____

National Auto Care Corporation
("Administrator")
 By: _____
 Name: _____
 Title: _____
 Date: _____



OMP Dealer Cost Schedule

Dealer Legal Name:

Dealer dba Name:

Dealer Street Address:

Dealer City, State, ZIP:

Dealer Account No.:

Effective Date:

OMP Dealer Cost		
Term (mos)	Benefit	Cost
60	\$3,500	
60	\$6,000	
60	\$10,000	

The Agent of Record for this Dealer Cost Schedule is _____.

IN WITNESS WHEREOF, duly appointed officers of the Administrator and the Dealer herein agree to the above mentioned Dealer Costs and have affixed their signatures hereto on the day and year indicated below.

DEALER AS INDICATED ABOVE OR DEALERS AS

National Auto Care Corporation

INDICATED ON EXHIBIT "B" ATTACHED HERETO

("Administrator")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

