



Dealer Profile

Legal Name of Company: _____

Address: _____

Operating as:
(if different than above) _____

Address:
(if different than above) _____

Phone: _____

Fax: _____

E-mail: _____

Owner(s): _____

Accounting Contact: _____

Licence Number (if applicable) _____ Expiry Date: _____

IWS Representative: _____

This agreement is made between Integrated Warranty Systems Inc. (IWS), 495 Richmond Street, Suite 300, London, Ontario N6A 5A9 and

_____ (Dealer) on the _____ day of _____, 20_____.

1. Appointment, Duties and Territory

IWS hereby appoints the Dealer as its non-exclusive representative for the solicitation and sale of warranty and/or insurance policies as well as repairs done under these warranties and policies. (the Business).

2. Obligations of IWS

IWS makes the following representations, warranties and covenants to the Dealer:

- a) To maintain and administer the Warranty and/or Insurance Policy program for the Dealer.
- b) To reimburse the Dealer for claims that are legitimate as per the terms of the warranties and policies.
- c) To furnish the Dealer with policies and forms and other supplies approved by IWS necessary for the Dealer to implement the program, all of which shall remain the property of IWS and shall be returned to IWS in the event of the termination of this Agreement or upon demand of IWS.
- d) IWS agrees to reimburse the Dealer the Dealer's cost of the parts plus 30%.
- e) IWS agrees to reimburse the Dealer for labour at the rate outlined herein, regardless of the date of the repair. This rate is subject to approval by IWS and shall not exceed the typical hourly rates for the area in which the Dealer is located.

Dealer's Shop Rate is \$_____ per hour.

3. Obligations of the Dealer

IWS and the Dealer agree that the Dealer will:

- a) Offer to its customers the program on a policy or contract, provided by IWS. Each policy or contract shall only be sold in respect to a qualifying unit in accordance with, subject to and defined by IWS programs, coverages, rules, and regulations and for the fees indicated in the Dealer Handbook all of which may be subject to change;
- b) Process warranties and policies in accordance with the instructions of IWS;
- c) Collect the premium and applicable sales taxes on behalf of IWS;
- d) By the 15th of the month following a sale provide to IWS the following:
 - i. A premium remittance statement, as provided by IWS, listing all contracts and policies sold by the Dealer during the preceding month;
 - ii. A cheque payable to **IWS**, representing the total dealer cost for the previous month's sales, plus GST/HST.
 - iii. All original contracts and policies sold during the preceding month as well as voided Certificates.

Contracts and policies not received by IWS will remain the sole responsibility of the Dealer until remitted with payment and accepted by IWS.

4. Cancellations

In the event of a cancellation, IWS will credit the dealer a pro-rated portion of the dealer cost minus a cancellation fee as outlined in the Dealer Handbook.

5. Transfers

Contracts and policies are transferable between owners of a unit, but not between units. Transfer procedures will be as outlined in the Dealer Handbook.

6. Policy Changes

IWS may at any time with thirty (30) days notice revise its program, coverage, rules, regulations and fees, and the Dealer shall promptly conform to any such revisions. The Dealer shall have no authority to alter, modify, waive or discharge any terms or condition of the program, or to make representations about the program coverage not contained in the contract or policy.

7. Effective Date and Termination

This Agreement shall be effective as of the date herein stated, and shall remain in effect until terminated by either party on no less than thirty (30) days advance written notice. Notwithstanding the foregoing, IWS may terminate this Agreement, effective on the date that notice is given, if any one of the following events occurs;

- a) The failure of the Dealer to remit premiums and other monies due to IWS within the time required by this Agreement.
- b) The filing of a voluntary or involuntary petition in bankruptcy involving the Dealer.
- c) A general assignment by the Dealer of all or a substantial amount of its assets for the benefit of its creditors.
- d) The inability of the Dealer to pay its regular trade debts as they become due.
- e) Real or suspected improper or unbusinesslike conduct, fraud, falsification and / or reasons deemed to be not in the spirit of this agreement.

Upon the effective date of termination, the Dealer shall cease all activities as a Representative of IWS, including, but not limited to, the solicitation and sale of contracts and policies and shall promptly remit any and all premiums on hand due to IWS. The Dealer shall return to IWS all of contracts and policies, remittance forms, brochures, supplies and other property furnished by IWS to the Dealer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written below.

By Dealer

Dealer (Authorized Signature)

Print Name & Title

Date

By IWS

IWS (Authorized Signature)

Print Name & Title

Date