

DEALERSHIP SIGN-UP PACKET

PLEASE FILL OUT THIS PACKET COMPLETELY & EMAIL TO: DEALERSERVICES@ENDURANCEDS.COM

Welcome to EDS – we're excited to have you on board!

At EDS, we're not just a provider; we're your committed partner in success. We're passionate about delivering industry-leading products and services that empower your growth and profitability.

We look forward to providing you and your customers with top-notch, value-driven vehicle protection plans, backed by the industry's finest claims processing and customer service.

FORMS & DOCUMENTS CHECKLIST:

- ☐ VSC Sales Agreement
- ☐ ValueMax Xtreme Program Addendum
- ☐ Dealership Information Profile
- ☐ PCRS System Set-Up
- ☐ Dealer Default Surcharge Request
- ☐ Dealer Rate Adjustment Worksheet
- ☐ ACH Dealer Over Remit Authorization
- ☐ W9
- ☐ Sales Tax Certificate* (if required)

Be sure to include a complete set of forms/ documents for each seller, rooftop and/or payee!

Thank you for partnering with us!





Vehicle Service Contract

DEALER VSC SALES AGREEMENT

This Service Contract Sales Agreement ("Agreement") is made this _____ day of _____, 20____, by and between Endurance Dealer Services, LLC with offices located at 400 Skokie Blvd., Suite 470, Northbrook, IL 60062 ("Company") and:

Dealership: _____

Address: _____

City: _____ State: _____ Zip Code: _____

RECITALS

WHEREAS, Dealer desires to sell Company's Extended Vehicle Service Contracts ("Contract"), in conjunction with its New and/or Used Vehicle Sales; and

WHEREAS, Dealer recognizes that Company has expertise in administering such contracts and desires to market Company's Contracts with retail Vehicle sales; and

WHEREAS, the Company desires to assist the Dealer in the marketing and sale of Contracts;

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

DEFINITIONS

- The term "Program" or "Programs" means the Vehicle Service Contract Program(s) sold and administered by Company. The Program shall be operated and administered as an administrator obligor Program in all states where permitted by law. However, the Program instead shall be operated and administered as a dealer obligor program in those states where required by law.
- The term "Contract" or "Contracts" refers to a vehicle service contract approved by Company and properly sold or provided by Dealer, incidental to and as a natural extension of its business of selling, leasing, or servicing vehicles.
- The term "Contract Holder" refers to the purchaser or proper recipient of a Contract.
- The term "Covered Repairs" refers to repairs, replacement, labor, materials, and any other services of the Dealer or the Company under the Contracts.
- The term "Repair Facility" means a licensed person or entity in the business of repairing vehicles and that has agreed with the Company to honor Claims for Covered Repairs under Contracts.
- The term "Qualified Unit" means a vehicle that satisfies all of the underwriting criteria and guidelines of the Program for Coverage under a Contract.
- The term "Post Sale" refers to any Contract sold more than thirty (30) days after the Vehicle purchase date, and/or any Contract sold on any Vehicle not originally purchased through the issuing Dealer.

RESPONSIBILITIES OF COMPANY

- Company agrees to provide administrative forms, promotional displays, manuals, and unexecuted Contract forms to enable Dealer to offer Company's Contracts and perform Dealer's obligations as set forth herein; and
- Company agrees, upon proper notice, to verify that Contracts are valid and enforceable prior to Dealer or Repair Facility performing Covered Repairs. Dealer agrees that when Covered Repairs are provided by a Repair Facility, claim payments shall be paid directly to the Repair Facility or directly to a Contract Holder that has paid the Repair Facility directly, and Company shall have no liability to Dealer for such payments or any loss or damage caused by defective materials installed by, or the workmanship or negligence of, Repair Facility.
- Company shall review, adjust, investigate and settle Claims submitted by or on behalf of Contract Holders under a Contract which are presented, verified, and approved by Company under the Program. Dealer, Repair Facility, or Contract Holder shall then be reimbursed for Covered Repairs to the extent provided for under the Contract that was purchased by the Contract Holder.
- Company, upon proper cancellation of a Contract, shall fulfill its obligations under the Contract and provide refund(s) of its portion of the unearned Contract premium, less cancellation fees, if any, and in accordance with all applicable state laws.
- Company shall maintain 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.

- All Contracts will be subject to Company's right to reject a Contract or cancel a Contract because: (A) The vehicle was ineligible for Coverage and/or term requested, or (B) Fraud in the Contract, or (C) Fraud in the use of the Contract, or (D) Incorrect or no fee remitted, or (E) the Contract does not meet underwriting guidelines as prescribed from time to time by Company.

DEALER OBLIGATIONS

- Dealer shall use its best efforts to sell or provide Contracts to its customers, and shall do so only on forms which have been approved and provided by Company. Each Contract shall be sold or provided only for a qualified unit and only in accordance with and subject to Company's Program guidelines, Coverage, rules and fees indicated on Company's current rate card in effect at the time such Contract is sold or provided.
- Dealer agrees it shall not make any representations altering, varying, or contrary to the express provisions contained within the Contract. Company may at any time and in its sole discretion revise its Programs, Coverage, rules and fees, and Dealer shall promptly conform to any such revisions. Company shall not be obligated to perform administrative services with respect to any Contract sold or provided by Dealer on a form which was not approved by Company or the use of which has been discontinued by Company or is otherwise sold or provided in violation of this Agreement. Dealer acknowledges that the Program has been developed by Company, and that Dealer has been authorized to use the Company and Program's trade names, promotional material, Contract forms and proprietary procedures associated with Company's Program only during the term of this Agreement. At the termination of this Agreement, Dealer shall return all such materials and Contract forms to Company and shall discontinue use of the Company and Program's trade names, promotional material, Contract forms, or proprietary procedures associated with Company's Program.
- Dealer shall fully inspect and, if necessary, correct or repair any mechanical malfunctions or undesirable conditions of the vehicle, complete any Contract application required by Company, and deliver a copy of the same to the customer. Dealer assumes responsibility for any vehicle defects existing at time of sale.
- Dealer shall, as promptly as possible following the sale or provision by Dealer of a Contract to a customer, but no later than thirty (30) days after such sale or provision, remit to Company the net dealer cost for such Contracts as set forth in the most recent dealer rate card provided to Dealer by Company. Neither Company nor insurance carrier shall have any obligation to Dealer or Contract Holder with respect to any Contract until Dealer has remitted to Company the full amount of net dealer cost.
- If a Contract is remitted to Company sixty (60) days or more from Contract issue date, Company reserves the right to notify Purchaser of risk of rejection due to non-payment of Contract and Dealer shall be liable for any claim initiated on said Contract prior to date funds are received by Company. Neither Company nor insurance carrier shall have any obligation to Dealer or Contract Holder with respect to any Contract until Dealer has remitted to Company the full amount of net dealer cost.
- If a Contract is remitted to Company ninety (90) days or more from Contract issue date, Company reserves the right to charge a late remittal fee of twenty-five dollars (\$25) for each Contract and Dealer shall be liable for any claim initiated on said Contract prior to date funds are received by Company. On the ninetieth (90th) day from Contract issue date, Company reserves the right to reject Contract and notify Purchaser, Lien Holder and Dealer of rejection of Contract due to non-payment.
- Dealer agrees to notify the Company and request authorization before making any repairs or replacements under the Program. The Company is not responsible for any repairs or replacements made without its prior authorization and the Dealer agrees that it shall be solely responsible for all such repairs or replacements.
- Dealer shall be reimbursed for Covered Repairs based on the retail labor rate and flat rate manual shown below and the Dealer's retail cost of replacement parts that are of like kind and quality. Dealer agrees to submit all Claims for reimbursement within thirty (30) days after completion of repairs. For Claims not submitted to Company within ninety (90) days from the date of repair, Company and the insurance carrier shall not have any obligation or liability with respect to such Claims.
- Dealer agrees to sell vehicles in good working order.
- Dealer agrees to charge its internal rate for parts and labor required in connection with any repair or replacement made under a Contract which has been in force for thirty (30) days or less.
- Dealer agrees to unconditionally warrant all covered repairs for a period of not less than twelve (12) months (365 days) or twelve thousand (12,000) miles.
- Dealer shall not publish, reproduce, circulate or display any advertisement or other promotional or marketing materials related to the Company and its Contracts or other Programs, services or products, without the prior written approval of the Company. The Dealer shall not use the Company's name or logo or the Company's insurance carrier's name or logo, including but not limited to in any press release, website, billboard or business card without the prior written approval of the Company or its insurance carrier.
- Company assumes no obligation for the workmanship, quality of repairs or replacement parts; or for any bodily injury or property damage caused directly or indirectly by failure or malfunction, or for any other obligation not specifically provided for in this Agreement or a Contract.
- Company may examine, at all reasonable times, at the place of business of the Dealer, the Dealer's books and records pertaining to the Program.
- Dealer agrees to comply with all federal, state, and local laws, rules, and regulations applicable to the Program and to Dealer's activities.
- Dealer shall hold harmless, indemnify and defend Company, its directors, officers, shareholders, employees, agents and assigns against all

claims, demands and actions for loss, liability, damage, cost and expenses (including attorneys' fees) caused by any act or omission of Dealer or its employees in the performance of this Agreement; violation of any applicable law or regulation; or which arise from any Program Contract sale or application which is not reported to Company as required under this Agreement.

- Dealer shall refund to the customer and/or lien holder, as its interest may appear, its portion of the unearned Contract premium, inclusive of any sales tax paid by the customer, in the event of cancellation of an in-force Contract and as is required by state law. Dealer shall retain and maintain documentation which satisfactorily demonstrates that refunds of unearned premium due to cancellation have been made. Dealer is fully responsible for maintaining said forms of proof of refund payments made to consumers and shall make available to Company, its agents or assigns, such records within thirty (30) days of request by Company. Dealer is fully liable for any and all legal liabilities arising from failure to maintain or provide said proof of refunds as herein noted.

POST SALE UNDERWRITING GUIDELINES

- Dealer agrees to use approved Post Sale forms for all vehicle service Contracts sold more than fifteen (15) days after time of vehicle purchase date, and for all Vehicles not originally purchased through the issuing Dealer.
- Dealer agrees that all Post Sale Contracts will have a mandatory Waiting Period of thirty (30) days and one thousand (1,000) miles from the odometer reading and date of Contract purchase.
- Dealer agrees to fully inspect all vehicles prior to contract sale. If necessary, any and all mechanical or electrical malfunctions or undesirable conditions of the vehicle must be corrected or repaired prior to Contract sale.
- Vehicles with at least one (1) month and one thousand (1,000) miles remaining on the manufacturer's basic warranty, are not required to use Post Sale forms.

CANCELLATION

- This Agreement shall be effective on date first written above and shall continue in force until terminated by either party giving to the other not less than thirty (30) days prior written notice of such termination. Either party may terminate this Agreement immediately upon the discovery of fraud or material breach of the Agreement by the other party, its agents or employees. Termination for fraud or material breach shall be effective upon receipt of written notice by the non-terminating party. Termination of this Agreement shall not affect the responsibilities of either party on Contracts issued prior to the effective date of termination.
- Upon the effective date of termination of this Agreement, Dealer shall cease the sale of the Program and shall promptly remit all Contracts and Contract applications with payment and any other sums due Company. Dealer shall return to Company all forms, applications, brochures, supplies and other property furnished by Company to Dealer. Dealer shall continue to be liable for all refunds due to cancellations until all Program Contracts sold by Dealer prior to termination of the Agreement have expired.

MISCELLANEOUS

- This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements between Dealer and Company, and may not be amended except in writing signed by both parties. The Dealer shall have no authority to make, alter, modify, waive, or discharge any terms or conditions of any Company administered Program or Contract, or any performance thereunder, or to waive any forfeiture, or to incur any liability on behalf of Company or its insurance carrier. Dealer shall immediately notify Company by mail of any lawsuit, regulatory inquiry, or complaint about the Program or a Contract.
- Dealer agrees that any controversy or claim between Company and Dealer arising out of or relating to this Agreement or the breach hereof will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.
- Dealer shall have no authority other than that expressly granted in this Agreement. Failure of Company to require strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver of any of the terms, conditions or limitations of this Agreement.
- Both Dealer and Company acknowledge that in connection with this Agreement each party (the "Recipient") may receive Confidential Information about or from the other party (the "Disclosing Party"), including information furnished before or after the date hereof, both oral and written information. "Confidential Information" as used herein, means, collectively and separately, all information or material relating to the Disclosing Party including information regarding the Disclosing Party's products, services or offerings; planned marketing or promotion of the Disclosing Party's products, services or offerings; the Disclosing Party's business strategies, policies or practices; all customer information, price lists and pricing policies; financial information; and information received from others that the Disclosing Party is obligated to treat as confidential. All Confidential Information provided by the Disclosing Party may not be disclosed by the Recipient, unless required by applicable law or legal process, and may only be used by the Recipient for the specific purposes described in this Agreement.
- This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois, without regard to its conflicts of law provisions.
- If any provision of this Agreement is ruled invalid under the laws of any jurisdiction in which the Program is conducted, this Agreement shall be deemed reformed to the extent necessary to comply with the minimum requirements of such law, but this Agreement shall remain valid and enforceable in all other respects.

- If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees from the non-prevailing party, which may be set by the court or arbitrator, as the case may be, in the same proceeding or in a separate proceeding brought for that purpose, in addition to any other relief to which that Party may be entitled.
- All notices required to be given under this Agreement must be given in writing and delivered either by hand, by certified mail, return receipt requested, postage pre-paid, or by FedEx® or other recognized overnight delivery service, all delivery charges pre-paid, and addressed to the other party at the addresses listed above.

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

DEALERSHIP

EDS

Dealer Principal Signature: _____

Management Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____

Federal Tax ID#: _____ State License#: _____

Retail Labor Rate: _____ Labor Time Guide Used: _____



ValueMax Xtreme Program Addendum

TO VSC SALES AGREEMENT

This ValueMax Xtreme Program Addendum ("Addendum") to the Service Contract Sales Agreement is entered into on this ____ day of _____, 20____, by and between Endurance Dealer Services, LLC with offices located at 400 Skokie Blvd., Suite 470, Northbrook, IL 60062 ("Company") and: Dealership ("Dealer"):

Address: _____

City: _____ State: _____ Zip Code: _____

RECITALS

WHEREAS, the parties hereto executed a Service Contract Sales Agreement (the "Agreement") on _____ day of _____, 20____;

WHEREAS, Dealer now desires to sell the Company's ValueMax Xtreme Program Extended Vehicle Service Contracts (each, a "Contract");

WHEREAS, the ValueMax Xtreme Program includes multiple Coverage options, including ValueMax Xtreme and ValueMax Xtreme Essential, each offering varying levels of protection as defined in each applicable Contract;

WHEREAS, Dealer acknowledges and agrees that only the ValueMax Xtreme Contract labeled **VMX-05AWP-EDS_ORI_05/26, with Coverage Levels 4 and 5, is approved by F&I Sentinel**, and that all other ValueMax Xtreme Program Contracts are not approved by Ford Motor Company or Toyota Motor Corporation.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereto agree to add the following terms to the Agreement:

Dealer agrees to accurately and fully advise each and every prospective purchaser of a ValueMax Xtreme and/or ValueMax Xtreme Essential Contract of the terms, Coverage, and provisions of the applicable Contract, including, without limitation, the Limits of Liability and Seals & Gaskets Coverage applicable to each Coverage Level as set forth in the Vehicle Service Contract.

WAITING PERIOD ELIGIBILITY

Mandatory Waiting Period On Coverage Levels 1–4

A mandatory waiting period of thirty (30) days and one thousand (1,000) miles from the odometer reading and sale date of the Contract applies to Coverage Levels 1–4, **unless the Day 1 Coverage Option is selected and paid for (available on Coverage Levels 3 and 4 only).**

Dealer agrees to use approved Post-Sale forms, which have a mandatory waiting period of thirty (30) days and one thousand (1,000) miles from the odometer reading and date of Contract purchase, for all ValueMax Xtreme Contracts sold after the Vehicle purchase date.

VALUEMAX XTREME – LEVEL 1 COVERAGE

Limit of Liability

Our total liability for benefits provided under this Contract for Level 1 Coverage shall not exceed six thousand five hundred (\$6,500) dollars plus the total amount of all applicable Add-On Coverage Options and mandatory surcharges paid under the Contract, (without consideration of or deduction for the cost of repairs associated with the Breakdown), **unless the Enhanced Limit of Liability Coverage Option is selected and paid for.** Once a component has been repaired or replaced, there is no further Coverage for that component.

Seals & Gaskets

Seals and gaskets on listed components within Level 1 are covered only when required to be replaced in connection with a covered repair. Leaking and/or failed seals and gaskets are not covered as standalone failures or repairs **unless the Seals & Gaskets Coverage Option is selected and paid for.** Seals & Gaskets Coverage expires at one hundred seventy-five thousand (175,000) miles.

VALUEMAX XTREME – LEVEL 2 COVERAGE

Limit of Liability

Our total liability for benefits provided under this Contract for Level 2 Coverage shall not exceed six thousand five hundred (\$6,500) dollars plus the total amount of all applicable Add-On Coverage Options and mandatory surcharges paid under the Contract, (without consideration of or deduction for the cost of repairs associated with the Breakdown), **unless the Enhanced Limit of Liability Coverage Option is selected and paid for.** Once a component has been repaired or replaced, there is no further Coverage for that component.

Seals & Gaskets

Seals and gaskets on listed components within Level 2 are covered only when required to be replaced in connection with a covered repair. Leaking and/or failed seals and gaskets are not covered as standalone failures or repairs **unless the Seals & Gaskets Coverage Option is selected and paid for.** Seals & Gaskets Coverage expires at one hundred seventy-five thousand (175,000) miles.

VALUEMAX XTREME – LEVEL 3 COVERAGE AND VALUEMAX XTREME ESSENTIAL COVERAGE

Limit of Liability

Our total liability for benefits provided under this Contract for Level 3 Coverage shall not exceed six thousand five hundred (\$6,500) dollars plus the

total amount of all applicable Add-On Coverage Options and mandatory surcharges paid under the Contract, (without consideration of or deduction for the cost of repairs associated with the Breakdown), **unless the Enhanced Limit of Liability Coverage Option is selected and paid for**. Once a component has been repaired or replaced, there is no further Coverage for that component.

Seals & Gaskets

Seals and gaskets on listed components within Level 3 are covered only when required to be replaced in connection with a covered repair. Leaking and/or failed seals and gaskets are not covered as standalone failures or repairs **unless the Seals & Gaskets Coverage Option is selected and paid for**. Seals & Gaskets Coverage expires at one hundred seventy-five thousand (175,000) miles.

VALUEMAX XTREME – LEVEL 4 COVERAGE

Limit of Liability

Our total liability for benefits provided under this Contract for Level 4 Coverage shall not exceed ten thousand (\$10,000) dollars plus the total amount of all applicable Add-On Coverage Options and mandatory surcharges paid under the Contract, (without consideration of or deduction for the cost of repairs associated with the Breakdown), **unless the Enhanced Limit of Liability Coverage Option is selected and paid for**. Once a component has been repaired or replaced, there is no further Coverage for that component.

Seals & Gaskets

Seals and gaskets on listed components within Level 4 are covered only when required to be replaced in connection with a covered repair. Leaking and/or failed seals and gaskets are not covered as standalone failures or repairs **unless the Seals & Gaskets Coverage Option is selected and paid for**. Seals & Gaskets Coverage expires at one hundred seventy-five thousand (175,000) miles.

VALUEMAX XTREME – LEVEL 5 COVERAGE

Limit of Liability

Our total liability for benefits provided under this Contract for Level 5 Coverage shall not exceed the Vehicle Purchase Price, (without consideration of or deduction for the cost of repairs associated with the Breakdown), excluding tax, title, and license fees. Once a component has been repaired or replaced, there is no further Coverage for that component.

Seals & Gaskets

Coverage applies to all parts and components except those listed in the “What Is Not Covered” Section of each applicable Contract, subject to the applicable Deductible. Seals & Gaskets Coverage expires at one hundred seventy-five thousand (175,000) miles.

DEALER OBLIGATIONS

Dealer agrees to the following guidelines for the Add-On Coverage Options set forth below:

Canadian Grey Market Vehicle Option

- May be offered only with the applicable surcharge, which is mandatory when this option applies.

Commercial Use Option

- May be offered only with the applicable surcharge, which is mandatory when this option applies.
- Provides Coverage only when the Vehicle is used for Commercial Use as defined in “Definitions” Section of each applicable Contract.

Day 1 Coverage Option

- May be offered only with the applicable surcharge on Coverage Levels 3 and 4.
- Must not be offered on Vehicles with more than one hundred fifty thousand (150,000) miles on the odometer on the date of Contract purchase.

Emissions Components Option

- May be offered only with the applicable surcharge.
- Provides Coverage only for the parts/components listed for this Coverage Option under the “Add-On Coverage Options” Section of each applicable Contract.

Enhanced Limit of Liability Option

- May be offered only with the applicable surcharge.
 - a. For Coverage Levels 1–3:** Expands the total liability for benefits provided under this Contract to up to ten thousand (\$10,000) dollars, (without consideration of or deduction for the cost of repairs associated with the Breakdown), plus the total amount of all applicable Add-On Coverage Options and mandatory surcharges paid under this Contract.
 - b. For Coverage Level 4:** Expands the total liability for benefits provided under this Contract to up to the Vehicle Purchase Price, (without consideration of or deduction for the cost of repairs associated with the Breakdown), excluding tax, title, and license fees.

Expanded Labor Rate Option

- May be offered only with the applicable surcharge.
- Provides for the standard Maximum Labor Rate to be replaced with a rate of up to either two hundred fifty (\$250) dollars or three hundred (\$300) dollars per hour.

High Tech Option

- May be offered only with the applicable surcharge on Coverage Levels 3 and 4.
- Provides two (2) tiers of Coverage for factory-installed equipment originally installed by the Vehicle manufacturer. Customer must select from Basic or Advanced at time of Contract Purchase.

Lift Kit and/or Oversize Wheels or Tires Option

- May be offered only with the applicable surcharge, which is mandatory when this option applies.
- Provides Coverage only when the Vehicle is equipped with body or suspension lifts and/or oversized wheels and tires as defined in "Definitions" Section of each applicable Contract.

Lemon Buy-Back Vehicle Option

- May be offered only with the applicable surcharge, which is mandatory when this option applies.

Pre-Paid Maintenance Option

- May be offered only with the applicable surcharge.
- Provides Coverage only for maintenance services and/or replacement parts listed for this Coverage Option under the "Add-On Coverage Options" Section of each applicable Contract.
- Battery and Brake Pad/Shoe services require pre-authorization and must be performed by a Licensed Repair Facility.

Salvage/Rebuilt Vehicle Coverage Option

- May be offered only with the applicable surcharge, which is mandatory when this option applies.
- Must not be offered on Vehicles branded as True Mileage Unknown (TMU) or for Vehicles with flood, fire, or saltwater damage.

Seals & Gaskets Coverage Option

- May be offered only with the applicable surcharge.
- Must not be offered on Vehicles with more than one hundred fifty thousand (150,000) miles on the odometer on the date of Contract purchase.
- Coverage expires when the Vehicle reaches one hundred seventy-five thousand (175,000) miles as indicated on the odometer, after which seals and gaskets are only covered when required to be replaced in connection with a covered repair.

Subsequent Damage Option

- May be offered only with the applicable surcharge.
- Provides Coverage for Breakdowns or failures caused by the direct or immediate damage to a non-covered part occurring as a singular event or failure originating with the failure of a Covered Part in accordance with the applicable terms of each Contract.

POST SALE UNDERWRITING GUIDELINES

Dealer agrees to use approved Post-Sale forms for Contracts sold more than fifteen (15) days after Vehicle purchase or not originally purchased through the issuing Dealer.

All Post-Sale Contracts carry a mandatory waiting period of thirty (30) days and one thousand (1,000) miles.

Vehicles with at least one (1) month and one thousand (1,000) miles remaining on the manufacturer's Basic Warranty are exempt from Post-Sale form requirements.

LIFT KIT AND/OR OVERSIZE WHEELS OR TIRES/COMMERCIAL USE COVERAGE OPTION GUIDELINES

If, at time of Contract purchase, the Covered Vehicle was not being used for Commercial Use, or was not equipped with a lift kit, oversized wheels, or oversized tires, and any such change in use or modification occurs after Contract purchase, the Contract Holder must notify the Administrator within thirty (30) days after the commencement of Commercial Use or the date of installation of the modification, as applicable.

Upon notification, the applicable surcharge shall be paid. For lift kits, oversized wheels, or oversized tires, the Contract Holder must also provide a copy of the installation invoice from a Licensed Repair Facility. Failure to notify the Administrator within the required timeframe, pay the applicable surcharge, or provide the required documentation may result in a denial of Coverage for any Claims arising from or related to the undisclosed change in use or modification of the Vehicle.

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

DEALERSHIP

Dealer Principal Signature: _____

Printed Name: _____

Date: _____

EDS

Management Signature: _____

Printed Name: _____

Date: _____



Information Profile

DEALERSHIP/ DEALER GROUP*

*For multi-rooftop groups, please fill out a separate Dealer Information Profile for each location

DEALER NUMBER:

(Assigned by EDS)

AGENCY NAME:

REPRESENTATIVE NAME:

PHONE NUMBER:

MARKETING COLLATERAL STARTER PACKAGE:

☐ Ship to Dealer* ☐ Agent will supply to Dealer

*Please allow 3-5 business days

DEALERSHIP INFORMATION

☐ STATE LICENSE NUMBER: _____

DEALERSHIP TYPE: ☐ FRANCHISE ☐ MULTI-ROOFTOP GROUP* ☐ INDEPENDENT					YEARS IN BUSINESS:							
DEALERSHIP NAME:					DBA:							
DEALER PRINCIPAL:		AUTHORIZED SIGNER (1):			AUTHORIZED SIGNER (2):							
PHONE:		FAX:			EMAIL:							
ADDRESS:					DEALER WEBSITE URL:							
CITY		STATE:	ZIP:	FEDERAL TAX ID #:		-						
ENTITY TYPE: ☐ INDIVIDUAL/SOLE PROPRIETOR ☐ C CORPORATION ☐ S CORPORATION ☐ PARTNERSHIP ☐ TRUST/ESTATE												
BILLING CONTACT NAME:			BILLING PHONE:			INVOICE EMAIL:						

SALES INFORMATION

AVERAGE NUMBER OF UNITS SOLD PER MONTH: NEW _____ USED _____		AVERAGE AMOUNT SPENT RECONDITIONING PER UNIT: _____
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SYSTEM/MENU INTEGRATIONS

DEALER MANAGEMENT SYSTEM (DMS): ☐ CDK ☐ DEALERTRACK ☐ REYNOLDS & REYNOLDS ☐ OTHER:
E-RATING / MENU PROVIDER: ☐ NO ☐ YES – COMPANY NAME:

REPAIR FACILITY INFORMATION (Mandatory if applicable)

REPAIR FACILITY NAME:		LABOR RATE:	LABOR TAX: %	PART TAX: %
PHONE:	FAX:	EMAIL:		
ADDRESS:		CITY:	STATE:	ZIP:
SERVICE MANAGER NAME:	SERVICE MANAGER PHONE:	SERVICE MANAGER EMAIL:		

AGENCY INFORMATION

AGENCY NAME:		REPRESENTATIVE NAME:	
PHONE:	FAX:	EMAIL:	
ADDRESS:			
CITY:	STATE:	ZIP:	AGENT NUMBER: (Assigned by EDS)



PCRS System

DEALER SET-UP

NOTE: Select only the products you wish to sell.
Additional products are available, please contact your
EDS Representative for more details.

DEALERSHIP INFORMATION:

DEALERSHIP NAME:

CONTACT NAME:

PHONE:

EMAIL:

VSC/WARRANTY PRODUCTS

- | | |
|--|---|
| ☐ Apex ^{FIS} | ☐ XCare EV ^{FIS} – Tesla Only |
| ☐ Apex EV (Electric) ^{FIS} | ☐ *ValueMax Xtreme ^{FIS} |
| ☐ Apex Unlimited Time ^{FIS} | ☐ ValueMax Xtreme Essential |
| ☐ Apex 10/200 PTLW w/ ☐ Apex 10/200 Wrap ^{FIS} | ☐ Auto Secure |
| ☐ Apex HT ^{FIS} (High Tech) | ☐ Secure Care |
-
- ☐ ValueMax Certified Limited Warranty:
☐ Level 1 **OR** ☐ Level 2 | Term Months (Select 1): ☐ 1 ☐ 3 ☐ 6

^{FIS} F&I Sentinel/Ford approved

* This program has PARTIAL F&I Sentinel approval, ask for contract version details

AFTERSALE PRODUCTS

- | | | |
|-------------------------------|---|--|
| ☐ Apex | ☐ Apex EV (Electric) | ☐ ValueMax Xtreme |
|-------------------------------|---|--|

USERS REQUIRING LOGIN CREDENTIALS

EDS will send each user login instructions and PCRS credentials. Users signing in for the first time are required to change their password.

TITLE	FIRST NAME	LAST NAME	PHONE	EMAIL (required for access/updates):
Principal				
General Manager				
Sales Manager				
F&I Manager				
F&I Manager				
F&I Manager				
Accounts Payable				
OTHER:				
OTHER:				

– Continued on next page



Dealer Default Surcharge Request

PCRS SYSTEM CUSTOMIZATIONS

VALUEMAX XTREME:

- ☐ **DO NOT APPLY** any surcharges by default
- ☐ **APPLY** the following surcharges by default:
- ☐ Day 1 Coverage
- ☐ Enhanced Limit of Liability
- ☐ Expanded Labor Rate:
☐ \$250/hour **OR** ☐ \$300/hour
- ☐ Seals & Gaskets
- ☐ Subsequent Damage
- ☐ Emissions Components
- ☐ Pre-Paid Maintenance
- ☐ High Tech:
☐ Basic **OR** ☐ Advanced

VALUEMAX XTREME ESSENTIAL:

- ☐ **DO NOT APPLY** any surcharges by default
- ☐ **APPLY** the following surcharges by default:
- ☐ Day 1 Coverage
- ☐ Enhanced Limit of Liability
- ☐ Expanded Labor Rate:
☐ \$250/hour **OR** ☐ \$300/hour
- ☐ Seals & Gaskets
- ☐ Subsequent Damage
- ☐ Emissions Components
- ☐ Pre-Paid Maintenance
- ☐ High Tech:
☐ Basic **OR** ☐ Advanced

AUTO SECURE:

- ☐ **APPLY** the following surcharges by default:
- ☐ **DO NOT APPLY** any surcharges by default
- ☐ Day 1 Coverage
- ☐ Enhanced Limit of Liability
- ☐ Expanded Labor Rate
- ☐ Seals & Gaskets
- ☐ High Tech

SECURE CARE:

- ☐ **APPLY** the following surcharges by default:
- ☐ **DO NOT APPLY** any surcharges by default
- ☐ Seals & Gaskets
- ☐ Normal Wear & Tear

APEX HIGH TECH:

- ☐ **APPLY** the following surcharges by default:
- ☐ **DO NOT APPLY** any surcharges by default
- ☐ Air Conditioning Coverage

APEX EV:

- ☐ **APPLY** the following surcharges by default:
- ☐ **DO NOT APPLY** any surcharges by default
- ☐ EV Battery Coverage

ADDITIONAL INSTRUCTIONS/NOTES:



Dealer VSC

RATE ADJUSTMENT WORKSHEET

NOTE: it is the responsibility of the Dealer to verify all cost adjustments

FULLY EXECUTED W9 REQUIRED FOR EACH PAYEE

DEFINITIONS

Retail Markup: Dollar amount preset in system as F&I Markup. (Even if preset, Retail Markup can still be adjusted manually by Dealer).

Dealer Pack: Dollar amount added to Dealer Cost that will automatically be netted from the Process Register.

Dealer Over Remit: Dealer amount included in Dealer Remit and paid to Payee after Contract is funded (paid in full). W9 required.

DEALERSHIP INFORMATION

DEALERSHIP NAME:	DEALER NUMBER: (Assigned by EDS)		
ADDRESS:	CITY:	STATE:	ZIP:

VEHICLE SERVICE CONTRACT – RATE ADJUSTMENT BREAKDOWN

TYPE	Y/N	3 MONTH	6 MONTH	12 MONTH +
Retail Markup	☐ No ☐ Yes - Amount:	\$	\$	\$
Dealer Pack	☐ No ☐ Yes - Amount:	\$	\$	\$

Dealer Over Remit**	☐ No ☐ Yes - Payee(s):	3 MONTH	6 MONTH	12 MONTH +	W9
1	PAYEE NAME:	\$	\$	\$	
2	PAYEE NAME:	\$	\$	\$	
3	PAYEE NAME:	\$	\$	\$	

****Additional Dealer Over Remit Information:** W9(s) required for all Dealer Over Remits. Over Remit checks are sent monthly to Payee, based on the previous month's fully funded contracts. All Over Remits are subject to Chargebacks.

ADDITIONAL NOTES:

DEALER SIGNATURE REQUIRED:

Signature: _____

Printed Name: _____

Date: _____





Direct Deposit Authorization Agreement

ACH DEALER OVER REMIT

Company Name: _____

Commission Report Email: _____

EDS Agent/Management #: _____

I (we) hereby authorize Endurance Dealer Services LLC with offices located at 400 Skokie Blvd., Suite 470, Northbrook, IL 60062, hereinafter called "Company", to initiate credit entries (and appropriate debit and adjustment entries), to my (our) Account indicated below at the depository financial institution named below, hereinafter called "Depository". In the event that Company erroneously deposits funds into my account, I authorize Company to correct this error by debiting my account noted below for the amount not to exceed the amount of the erroneous credit. In the event that I owe Company for negative commissions, Company will debit my account accordingly. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

DEPOSITORY INFORMATION

Account Type: ☐ Checking ☐ Savings		
DEPOSITORY NAME		
BRANCH	CITY	STATE
ROUTING NUMBER (ABA)*	ACCOUNT NUMBER	

***Please verify routing number with your financial institution. Physical check routing numbers and ACH routing numbers may differ.**

This authorization is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on it.

Name(s): _____ Phone: _____

Date: _____ Signature: _____

**YOUR DIRECT DEPOSIT ACH DEALER OVER REMIT CANNOT BE SET UP UNTIL ALL MANDATORY
INFORMATION BELOW IS SUBMITTED BY EMAIL TO: DEALERSERVICES@ENDURANCEDS.COM**

☐ Completed Direct Deposit ACH Form ☐ Copy of Voided Check ☐ Completed W9

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they