



WELCOME TO OMEGA AUTO CARE

Thank you for partnering with Omega Auto Care! As a family owned and operated company, we strive to create customers for life by treating every customer like an extension of our family. For almost 30 years, the team at Omega has been providing peace of mind to our customers and partners by offering industry leading vehicle protection products and financial security solutions. Backed by an AM Best A-Excellent Rated Insurance Company, an A+ Better Business Bureau rating as well as excellent customer satisfaction reviews via Consumer Affairs, Google and Trust Pilot, Omega Auto Care continues to be a trusted brand in the automotive protection industry.

We look forward to helping you provide your customers with high quality vehicle protection products and programs that are supported by customer centric claims and client services departments.

Best Regards,

A handwritten signature in black ink, appearing to read 'Mike Fox'.

Michael J. Fox
Director of Sales
Office: 636.265.4347
Mobile: 815.343.4409
mfox@omegaautocare.com

Enclosed you will find the necessary documents to complete your registration. Once they are filled out, please return to your agent representative to complete the setup.

- ☐ Dealership Sales Agreement
- ☐ Dealership Information Sheet
- ☐ Dealership Direct Deposit / ACH Authorization
- ☐ W-9





DEALERSHIP SALES AGREEMENT VEHICLE SERVICE CONTRACTS & PROTECTION PRODUCTS

THIS AGREEMENT, is made on this _____ day of _____, 20_____, by and between EGV Companies, Inc., ("Program Administrator") a corporation organized under the laws of Delaware with its corporate headquarters located at 50 North Laura Street, Suite 2500, Jacksonville, FL., 32201 and:

| | | |
|------------|-------|----------|
| Dealership | | |
| Address | | |
| City | State | Zip Code |

RECITALS:

WHEREAS, Dealer, in conjunction with New and/or Used Vehicle Sales, desires to sell extended service agreements and vehicle protection agreements ("Contracts"), under an extended service agreement program and vehicle protection program ("Program") offered by the Program Administrator; and,

WHEREAS, Dealer understands that Program Administrator has expertise in administering such contracts and desires to market Program Administrator's Contracts with retail vehicle sales; and

WHEREAS, the Program Administrator, by executing this Agreement, desires to assist the dealer in the marketing and sale of Contracts;

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

PROGRAM ADMINISTRATOR AGREES:

- To provide Dealer with administrative forms and other supplies (promotional displays, manuals, unexecuted Contract forms), approved by Program Administrator, necessary for Dealer to offer Program Administrator's Programs and perform Dealer's obligations as set forth herein; and
- To arrange for the purchase of insurance covering the Program Administrator's obligation under the Program. The insurance policy might be issued to a Program Administrator obligor ("AO") identified in the Contract. The AO shall either be the Program Administrator, a subsidiary or an affiliated company of the Program Administrator, or another obligor under contract with the Program Administrator.
- Upon notification, 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, and Program Administrator 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.
- To investigate, process, adjust and settle claims submitted by or on behalf of contract holder, directly through the Claims Administrator and approved by Program Administrator under the Contract, in accordance with then current claims adjusting procedures. 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.
- Upon proper cancellation of a Contract, to 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.
- All contracts will be subject to Program Administrator'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 Program Administrator.
- To hold Dealer harmless from any expense, (including attorney's fees), judgment, fine and amount paid in settlement arising out of any action, suit or proceeding, whether civil, criminal, administrative or investigative, in connection with the Contract issued pursuant to this Agreement, which results from gross negligence, fraudulent, or illegal acts on the part of Program Administrator, or any designees of Program Administrator.

DEALER AGREES:

- To use its best efforts to sell or provide Contracts to its customers, on forms which have been approved and provided to Dealer by Program Administrator. Each Contract shall be sold only in respect to a qualifying vehicle, in accordance with and subject to the

Program rules, coverages, regulations and fees indicated on Program Administrator's current rate card in effect at the time such Contract is sold or provided.

- It does not have authority to alter, modify, waive or discharge any terms or conditions of any Program or approved Contract; nor to make representations about coverage not contained in the Contract. Program Administrator may at any time revise its programs, coverages, regulations and fees and within thirty (30) days, Dealer shall conform to any such revisions. Program Administrator shall not have any liability and Dealer will indemnify, defend and hold harmless the Program Administrator with respect to any Contracts sold by Dealer on a form not authorized and provided by Program Administrator or the use of which has been discontinued by Program Administrator or otherwise issued in violation of this Agreement.
- That the Program has been developed by Program Administrator, and the Dealer has been authorized to use the Program Administrator and Program's names, promotional material, Contract forms and proprietary procedures associated with Program Administrator'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 Program Administrator and shall discontinue use of Program Administrator's Program including the use of names, promotional material, Contract forms or proprietary procedures.
- To fully inspect and, if necessary, correct or repair any electrical/mechanical malfunctions of the vehicle, complete any Contract application required by Program Administrator and deliver a copy of the same to the customer. Dealer assumes responsibility for any vehicle defects existing at time of sale and agrees to sell vehicles in good working order.
- To remit to Program Administrator, any funds representing the net dealer cost for such Contracts as set forth in the most recent dealer rate card provided to Dealer by Program Administrator as promptly as possible following the sale of a Contract to a customer, but no later than ten (10) days following the end of the month in which the Contract was sold. Failure to remit funds within this time may result in the Program Administrator denying coverage under the Contract or Dealer being held responsible for the payment of all claims, including but not limited to, the cost of the repair, all legal fees and judgements resulting from said claim. Neither Program Administrator nor insurance carrier shall have any obligation to Dealer or contract holder with respect to any Contract until Dealer has remitted the full amount of net dealer cost to Program Administrator.
- If a Contract is remitted to the Program Administrator ninety (90) days or more from Contract sale date, Program Administrator reserves the right to charge a late remittal fee of fifty dollars (\$50) for each Contract and Dealer shall be liable for any claim initiated on said Contract prior to date funds are received by Program Administrator. On the ninetieth (90th) day from Contract sold date, Company reserves the right to reject Contract and notify Purchaser, Lienholder and Dealer of rejection of Contract due to nonpayment. The failure of Dealer to properly remit funds for any sold Contract issued by it shall constitute a material breach of this Agreement and is subject to immediate termination of Agreement.
- To promptly refund the customer and/or lienholder, its portion of the unearned Contract premium, in the event of cancellation of an in-force Contract and as is required by state law. Furthermore, for cancelled and terminated Contracts, the Dealer agrees to pay to the Program Administrator the cancellation fee as defined in the Contracts. Dealer's obligation under this paragraph shall survive any cancellation/termination of this Agreement.
- To notify Program Administrator or any of its affiliates, and request authorization before making any repairs or replacements under any Contracts sold by the Dealer. The Program Administrator 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.
- To receive computed calculation and payment from Program Administrator on all covered repairs based on the Dealer's published retail labor rate and flat rate manual used by the Dealer and the manufacturer's retail cost for 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 Program Administrator within ninety (90) days from the date of repair, Program Administrator and the insurance carrier shall not have any obligation or liability with respect to such claims.
- To advise each prospective purchaser of a Contract of the terms, conditions, coverages and exclusions of the Contract accurately and fully. Dealer agrees to market the Program in an effective manner that is compliant with the instructions of the Program Administrator.
- To unconditionally guarantee all covered repairs for a period of not less than twelve months (365) days or twelve thousand (12,000) miles. Program Administrator 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 the Agreement or a Contract.
- To comply with all federal, state and local laws, rules and regulations applicable to the Program and to Dealer's activities.
- Program Administrator, upon reasonable notice, have access to/examine Dealer's books and records, otherwise audit any files pertaining to the business of the Programs and this Agreement. This paragraph shall survive termination of this Agreement.
- To hold harmless, indemnify and defend Program Administrator and their agents, employees, successors and assigns against all claims, demands and actions for loss, liability, damage, cost and expenses (including attorneys' fees) caused by any act or failure to act by Dealer or its employees in the performance of this Agreement; any act which causes harm or damage to any person or property; any act related to the conduct of Dealer business which Program Administrator has no control; violation of any applicable

law or regulation; or which arise from any Program Contract sale which is not reported to Program Administrator as required under this Agreement.

TERMINATION:

- This Agreement shall be effective according to the date listed on signed Agreement and shall remain in force until terminated by either Dealer or Program Administrator upon thirty (30) days written notice of such termination by either party. 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 alter or affect the responsibilities of either party on Contracts issued prior to the effective termination date.
- This Agreement shall terminate immediately if a petition of bankruptcy is filed by or against Dealer, or if Dealer shall have made an assignment for the benefit of creditors, or shall have been voluntarily adjudicated as bankrupt by a court of competent jurisdiction, or if a petition of reorganization of Dealer, or if an arrangement with creditors is filed by or against Dealer, or if a receiver shall have been appointed for all or a substantial part of Dealer's business or if Dealer shall have permitted or suffered any attachment, levy, or execution Agreement.
- Upon the effective termination date of this Agreement, Dealer shall stop the sale of any and all Programs and promptly remit all Contracts and Contract applications with payment and any other sums due Program Administrator. Dealer will return to Program Administrator all forms, applications, brochures, supplies and other property furnished by Program Administrator to Dealer. Dealer will continue to be liable for all refunds due to cancellations until all 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 agreements/arrangements between Dealer and Program Administrator and may not be amended or changed except in writing and signed by both parties. The Dealer shall have no authority to make, alter, modify, waive or discharge any terms or conditions of any Contract or Program administered by the Program Administrator, or any performance thereunder, or to waive any forfeiture, or to incur any liability on behalf of Program Administrator or its insurance carrier. Dealer shall immediately notify Program Administrator by mail of any lawsuit, regulatory inquiry or complaint about any Program or Contract.
- This Agreement shall be interpreted under the laws of the State of Missouri without reference to conflict of law provisions. Both parties hereby submit to the exclusive jurisdiction of the State or Federal Courts in St. Louis County in the State of Missouri for the adjudication of any dispute arising from any provision of this Agreement.
- 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.
- All notices required to be given under this Agreement must be in writing and delivered either by hand, postage pre-paid in the United States Postal Service as certified or registered mail or by a recognized overnight delivery service with all charges pre-paid and addressed to the other party at the addresses listed above.
- Dealer is encouraged to offer other products marketed and administered by Program Administrator ("New Product"). This Agreement shall be adjusted by an Addendum for each New Product the Dealer wishes to sell other than the Programs described herein. The New Product may have obligor, legal or sales conditions that are specific to that product depending on the state in which it is sold. All other terms and conditions will remain in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives duly authorized to do so on the date shown below:

DEALERSHIP

EGV COMPANIES, INC.

| | |
|-------------------------------------|-------------------|
| Dealership Representative Name | Officer Name |
| Dealership Representative Signature | Officer Signature |
| Date | Date |



DEALERSHIP INFORMATION SHEET

DEALERSHIP INFORMATION (for multi store group, please fill out separate dealer information sheet for each location)

| | | | | | | | |
|---|--|---|-------|---|--|---|--|
| Dealership Type <input type="checkbox"/> FRANCHISE <input type="checkbox"/> MULTI STORE GROUP <input type="checkbox"/> INDEPENDENT <input type="checkbox"/> BHPH | | | | YEARS IN BUSINESS | | ON SITE REPAIR FACILITY <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Dealership Name | | | | DBA | | | |
| Federal Tax ID # | | | | State License # | | | |
| Address | | | | | | | |
| City | | | State | Zip | | Website | |
| Phone | | Fax | | | Email | | |
| Current DMS / Menu System Used | | <input type="checkbox"/> DMS/Menu System Integration Required | | | <input type="checkbox"/> iMoxy System Integration Required | | |
| Preferred Policy Remittance Type | | <input type="checkbox"/> Bank ACH | | <input type="checkbox"/> Credit Card (4% fee applies) | | <input type="checkbox"/> Check by Mail | |

SALES INFORMATION

| | | | | | | |
|-----------------------------------|-----|------|---------------------------------------|--|-----------------------------------|--|
| Vehicles Sold Per Month | New | Used | VSC Policies Sold Per Month | | Ancillary Products Sold Per Month | |
| Retail Labor Rate (if applicable) | | | Labor Time Guide Used (if applicable) | | | |

AVAILABLE PRODUCTS / PROGRAMS (please select the products you wish to sell)



Vehicle Service Contracts

- ☐ Prestige
- ☐ Premier
- ☐ Comprehensive +
- ☐ Comprehensive
- ☐ Powertrain +
- ☐ Powertrain
- ☐ 30 days & 1,000 miles

Ancillary Products

- ☐ Omega Guard
- ☐ Omega Tire and Wheel
- GAP**
- ☐ Omega Gap

Motor Club Programs

- ☐ Drive America 90 Day
- ☐ Drive America 6 Month
- ☐ Drive America Upsell 1
- ☐ Drive America Upsell 2

Drive America Select

- ☐ Roadside + Maintenance

- ☐ Include 1 Year of Maintenance with VSC

INFORMATION FOR DEALERSHIP USER ACCESS (to be completed for those wanting access to the selling system)

| | | |
|------|----------|-------|
| Name | Position | Email |
| Name | Position | Email |
| Name | Position | Email |

SELLING AGENCY INFORMATION

| | | |
|-------------|-------------|---------------------|
| Agency Name | | |
| Agent Name | Agent Phone | Agent Email Address |



EGV COMPANIES, INC.
ACH PAYMENT AUTHORIZATION

I (we), _____ hereby authorize **EGV Companies, Inc.**, and its affiliated companies, hereinafter COMPANY, to initiate credit entries to my (our) account indicated below and the financial institution named below, hereinafter called DEPOSITORY, to credit the same to such account.

| | | | | |
|--|--|--------------------------------------|--------------------|-----|
| Participant Name | | | Effective Date | |
| Financial Institution Name | | | Federal ID # / SSN | |
| Address | | City | State | Zip |
| Financial Institution ABA Number | | Financial Institution Account Number | | |
| Account Designation Checking [] Savings [] | | | | |

This authority is to remain in full force and effect until COMPANY and DEPOSITORY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it. After account has been charged, I have the right to have the amount of an erroneous debit immediately credited to my account by DEPOSITORY, provided I send notice of such entry to DEPOSITORY and COMPANY within 15 days following issuance of the account statement.



EGV COMPANIES, INC.
CREDIT CARD AUTHORIZATION

I (we), _____ hereby authorize **EGV Companies, Inc.**, and its affiliated companies, to initiate debit entries to my (our) credit card account indicated below. I (we) acknowledge and agree that EGV Companies, Inc., will charge a processing fee of 4% on the total transaction amount for all debit entries made to the credit card. This processing fee will be applied in addition to the original transaction amount.

| | | | | | |
|--------------------|--|------------------|-------|----------------|--|
| Cardholder Name | | Cardholder Phone | | Effective Date | |
| Billing Address | | City | State | Zip Code | |
| Credit Card Number | | Expiration Date | | CCV Code | |

This authority is to remain in full force and effect until EGV Companies, Inc., has received written notification from me of its termination in such time and in such manner as to afford a reasonable opportunity to act on it. I have the right to stop payment of a debit entry by notification to EGV Companies, Inc., at such time as to afford a reasonable opportunity to act on it prior to charging account. After account has been charged, I have the right to have the amount of an erroneous debit immediately reimbursed, provided I send notice of such entry to EGV Companies, Inc., within 15 days following issuance of the account statement.

| | | |
|--------------|-----------|----------------|
| Printed Name | Signature | Effective Date |
|--------------|-----------|----------------|

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

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

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 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. Also see *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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ► |
|-----------|----------------------------|--------|

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.