INSIGNIA

[Simplified Accessory Sales]

INSIGNIA GROUP DEALER AFFILIATE AGREEMENT
153 SOUTH OAKLAND AVE., ROCK HILL, SC 29730

PLEASE FAX ENTIRE DOCUMENT TO: 803.366.1047

This **INSIGNIA GROUP DEALER AFFILIATE AGREEMENT** ("Agreement") is made and entered into on the date of execution specified herein ("Date of Execution") , by and between Insignia Group, LC, a Florida limited liability company ("Insignia") and the company specified below as "Dealership". Insignia and Dealership shall sometimes be collectively referred to as the "Parties".

Please feel free to fill out the pdf form online, save it, then fax to 803-366-1047.

Dealership Info

"Dealership": _____

Authorized Agent: _____

Title: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone/Fax: _____

Dealership Contacts

Administrator: _____

Email: _____

Sales Manager: _____

Email: _____

Dealer Code: _____

Step 1

[X] ~~$299~~ one time ***Administration and Fixed Ops Training - Required*** - (includes site configuration, pricing markups, labor rates, order management training webinar)

Covered By MOBIS Agreement

Step 2 Optional

[X] ~~$699~~ one time ***Half-Day In-Store Training***

- 10 or less sales people
- Management kick-off meeting
- One-on-one sales training
- 30 to 45 day webinar follow-up
- Fixed Ops / Sales fulfillment

Covered By MOBIS Agreement

[ ] ~~$999~~ one time ***Full-Day In-Store Training***

- 11 or more sales people
- Management kick-off meeting
- One-on-one sales training
- 30 to 45 day webinar follow-up
- Fixed Ops / Sales fulfillment

$599 Discounted By MOBIS Agreement

or

[ ] ~~$1799~~ one time ***Full Day of In-Store Training with Quarterly Follow-Up***

- Management kick-off meeting
- One-on-one sales training
- Fixed Ops / Sales fulfillment

$1399 Discounted By MOBIS Agreement

This level includes a full day of training for the entire dealership, plus a 30 to 45-day in-store follow up, followed by 3 half-day, quarterly visits. The follow up meetings will be 30-minute managers' performance meeting followed by a maximum of 2 hours per visit employee training.

Step 3 Please select one

[X] **$199** per month ***Insignia System***

- Approved for Automatic Fixed Operation Co-op Funding (no claim submission is necessary)
- Bill Dealer Parts Statement
- Single OEM store or roof-top
- Annual Contract
- *See Additional feature listing on page 3*

IMPORTANT: Default pricing is MSRP and $100 labor unless specified otherwise.
_____ I understand and agree to these defaults. Use Labor Rates: Internal $ _____ External $ _____

Billing Notices:

1. *Once your contract is received and processed, you will receive a phone call to schedule your Administrative and Fixed Ops Training. Two days before your training, an email with the link and log-in information to your site will be sent to the admin. Your dealership will be billed immediately following this Administrative training.*
2. *All half-day and full-day trainings are invoiced once the training is complete. The "Full-Day Training with Quarterly Follow-Up" is invoiced in full upon the completion of the initial full-day of training.*

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RECITALS

A. Insignia is, among other things, a developer and host for Internet web e-catalogs and a provider of services utilizing the Insignia Accessories System ("System");

B. Dealer desires to obtain a branded System utilizing the Insignia Accessories System;

C. Insignia and Dealer desire to enter into a relationship in which Insignia would provide Dealer with the development and hosting of a System and grant to Dealer the right to utilize the services of the Insignia Accessories System on the terms and conditions on pages one & two reflected herein.

D. "Authorized Agent" shall mean a legal representative of "Dealership" able to execute this agreement on behalf of the "Dealership".

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1. AGREEMENT NOW, THEREFORE, the parties hereto agree as follows:

2. The Parties agree that the Recitals above are true and correctly incorporated and made a part of this Agreement by this reference. Dealer acknowledges and agrees that notwithstanding the payment of any fee by Dealer under any Agreement with Insignia, Insignia and Insignia's licensors are and shall remain the owners of all Intellectual Property Rights constituting licensed technology together with all Trademarks and all Confidential Information developed by Insignia. Insignia shall own the Intellectual Property Rights in and to any Derivative Works made during the course of this Agreement. Derivative Works expressly made for Dealer by Insignia at the written request of Dealer, pursuant to a services agreement or other agreement, shall automatically be included within the licenses granted herein.

3. Insignia Accessories System Description (herein "system") Insignia will make available to Dealer an Internet e-catalog, featuring the Insignia Accessories System, which shall be branded with the Dealer's logo and will be accessible utilizing the URL of http://igaccessories.com/Dealer (the "Affiliate URL"). The Dealer or the Dealer's web master will be provided with a manufacturer's accessories logo and link, which Dealer may, at Dealer's sole cost and expense, cause to be placed on the Dealer's propriety web page so as to permit visitors to the Dealer's web e-catalog to access the dealer's Affiliate URL directly. Insignia hereby reserves the exclusive right to determine the manner and selection of methodology for permitting access to the Affiliate URL through Dealer's proprietary web page. Pricing will be based on list prices established universally by the OE Manufacturer for every dealer in the Affiliate Network, and can be changed by the Network Dealer at anytime.

4. Payment Terms: All amounts due and payable hereunder are to be received by Insignia by the 30th day following the date of the invoice or statement rendered to Dealer setting forth such amount. Any payment not made as agreed will result in the immediate interruption or termination of service. A re-connection fee may apply in the event service is to be restored following interruption due to nonpayment.

5. Term: The term of this Agreement shall be twelve (12) months. At the end of the Term, this agreement shall automatically continue on a month-to-month basis.

6. System Services: Dealer shall become a member of the Insignia Group Affiliate Network of Dealers E-catalogs ("Affiliate Network") and with said membership Dealer will be indexed on the igaccessories.com main search e-catalog. The Dealer's index shall link either to Dealer's main web e-catalog or the Dealer's Affiliate e-catalog set forth in paragraph 4 above. The index system will allow members to be searched by the state of residence, thereby listing each Dealer in the Affiliate Network for each particular state and the city where the Dealer is located. Dealer will be solely responsible for providing its agents with a computer & software capable of connecting the dealer to the Affiliate Network Insignia Accessories System, and send and receive E-mail transmissions.

7. License Grant; Terms of Use Insignia hereby grants to Dealer, for the term of this Agreement, subject to the terms, conditions and obligations, herein set forth, a non-exclusive right and license to use the Affiliate Network System described herein, and all technology developed, created and arising there from or in connection therewith. It is understood and agreed that the foregoing grant of a non-exclusive license does not preclude Insignia from using, or licensing the Affiliate Network System to other third party users. The Affiliate Network System will be subject to the terms of use posted thereon from time to time. All terms of use shall be at Insignia's sole discretion and shall be subject to change at any time. Such terms of use shall be intended to prompt and regulate the responsible and lawful use of the Affiliate Network System.

8. Compensation: Insignia shall be compensated for the services provided herein according to the selected options on Page 1 and Page 3 of this agreement. In the event Insignia is asked to provide additional services to Dealer, those additional services will be charged at the flat hourly rate of $125.00.

9. Expiration Termination of Agreement: If the term is for a full year, this agreement may be terminated by either party hereto upon thirty (30) days' prior written notice after the year has been completed. Early termination will require payment from the Dealer in the amount of $600. Insignia may terminate this Agreement without notice to Dealer upon Dealer's failure to pay any amounts due hereunder within fifteen (15) days of the due date thereof or the breach of any other term of this Agreement which is not cured within ten (10) days following written notice of such breach to Dealer. Regardless of the Term, this agreement shall terminate upon the termination of that certain Manufacturer Data Agreement between Mobis Parts America, LLC and Insignia, with the same effective termination date. Upon termination of this Agreement, a final invoice will be rendered to Dealer for any remaining "setup fees" due through the end of the Term and /or current month's maintenance fees. Dealer is responsible for immediate remittance of the payment on the final invoice to Insignia upon receipt thereof. Upon termination of this Agreement, all of the rights granted hereunder to Dealer shall terminate. Dealer covenants and agrees that it will cease and desist, upon the termination of this Agreement, from making any use whatsoever of the Affiliate Network web e-catalog and in no respect whatsoever shall Dealer challenge Insignia's exclusive rights to the trademarks or copyrights or Insignia's rights to license the same to others. Insignia shall not be liable to Dealer for damages of any kind, including, but not limited to, incidental, special or consequential damages, on account of the termination of this Agreement in accordance with the termination provision hereof.

10. Disclaimer of Warranties All Licensed Technology, Third Party Technology, Confidential Information and other products or technologies provide by Insignia are provided "AS IS," without warranty of any kind. Correction of Errors is provided under this Agreement when the Error is reported to Insignia. Insignia shall not be liable to Dealer for interruptions in service, business interruptions, incidental, punitive, special or consequential damages, loss of data, replacement of goods, loss of use of data or software or equipment, or the loss of anticipated revenue or projections arising under any theory of liability, even if notice is given of the possibility of such damages. In the event of a disruption in service, Insignia shall use its best efforts to restore such service as soon as reasonably practicable. NO REQUEST FOR PROPOSAL, PROPOSAL CORRESPONDENCE, ADVERTISEMENT, BID OR VERBAL REPRESENTATION CONCERNING THE LICENSED TECHNOLOGY, THIRD PARTY TECHNOLOGY, OR THE SERVICES PROVIDED BY INSIGNIA UNDER THIS AGREEMENT SHALL CONSTITUTE A WARRANTY OR GUARANTY. THIS AGREEMENT CONSTITUTES THE SOLE BASIS FOR CORRECTION OF ERRORS IN THE LICENSED TECHNOLOGY. INSIGNIA DISCLAIMS ALL OTHER WARRANTIES, STATUTORY, EXPRESS, IMPLIED OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, WITH RESPECT TO THE LICENSED TECHNOLOGY, THE THIRD PARTY TECHNOLOGY, INSIGNIA'S CONFIDENTIAL INFORMATION, AND SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF DESIGN, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Waiver: No failure to exercise, or delay in exercising, on the part of either party, any right, power or privilege hereunder shall operate as a waiver therefore nor will any single or partial exercise of any right, power or privilege hereunder preclude the further exercise of the same right or the exercise of any other right hereunder.

12. Governing Law; Jurisdiction; Venue: This Agreement shall be governed by and construed in accordance with the law of the State of Florida and jurisdiction and venue shall properly lie in the County Court in and for Pinellas County, the Sixth Judicial Circuit Court of the State of Florida, or in the United States District Court for the Middle District of Florida (Tampa Division).

13. Attorneys' Fees: Dealer agrees to pay for all of Insignia's reasonable legal fees and costs, including, without limitation, disbursements, court costs, the cost of appellate and post judgment proceedings, the cost of bankruptcy proceedings, including, but not limited to filing and contesting a claim, and paralegal and law clerk fees, whether or not an action is brought, for the services of counsel employed to enforce any of the obligations contained in this Agreement or in connection herewith.

14. Severability of Provisions: If any provision of this Agreement or the application of such provision to any person or circumstance is held invalid, the remainder of Agreement and the application of such provision, other than to the extent it is held invalid, will not be invalidated or affected thereby.

Please Initial Here _____

15. **Entire Agreement**; Amendment and Waiver; Facsimile and Counterparts This Agreement constitutes the entire agreement and understanding between Dealer and Insignia relating to the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, among the Parties to this Agreement with respect to the subject matter hereof. This Agreement may be amended only by written agreement executed by all the Parties hereto, and no provision of this Agreement and no right or obligation of either party under this Agreement may be waived except by written agreement executed by the party waiving the provision, right, or obligation. A facsimile of this Agreement, or any part of it, shall be enforceable as an original. This Agreement may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. **Notices:** All notices required or contemplated by this Agreement shall be deemed effective only if written and delivered in person or by first class, regular mail to the address set forth in this Agreement. Either Party may change their address by giving notice thereof to the other Party.

17. If a legal action is initiated by any party to this Agreement against the other party arising out of or relating to the alleged performance or non-performance of any right or obligation established hereunder, any and all fees, costs and expenses reasonably incurred by each successful party or his, her or its legal counsel in investigating, preparing for, prosecuting, defending against, or providing evidence, producing documents or taking any other action in respect of, such action shall be the joint and several obligation of and shall be paid or reimbursed by the unsuccessful party. **Insignia also reserves the right to engage a collection firm for the purpose of collecting any delinquent charges, in which event you agree that you will be charged a collection fee equal to the lesser of 25% of the total amount due Insignia or such amount as permitted by applicable law.**

18. THE PARTIES HEREBY EXPRESSLY, KNOWINGLY AND VOLUNTARILY CONSENT AND AGREE TO THE WAIVER OF EITHER PARTY'S RIGHT TO TRIAL BY JURY.

$199 per month

Insignia System Additional Info

- Approved for Automatic Fixed Operation Co-op Funding (no claim submission is necessary) *Base Monthly Fee Only*
- Bill Dealer Parts Statement
- Single OEM store or roof-top
- OE Product Data
- Full-Order Tracking & Processing
- Customized Labor Rates & Times
- Customized Accessory Pricing
- Vehicle Accessory Configurators
- eCommerce (Online payment)
- Website Banners & Promotional Tools
- Sales Commission Tracking PayPal
- Departmental Profit Reporting
- Half Day In-store Training
- Website Administrator Training
- Full Reporting & Tracking Tools

☐ *Additional Products Opt-In* *(details on following page):*

The "Dealership" by authorization of the signature below and further initials in this section, has elected or chosen to "opt in" to receive additional services provided by Insignia according to the following "special" terms of this agreement.

The services, herein called "Additional Products" are comprised of information, data, images, pricing, labor times, and vehicle-to-accessory configurations, which will be displayed within the Dealership's Insignia System and are provided "AS IS" by Insignia to the Dealership and are NOT provided to Insignia by Mobis Parts America (MPA) and/or Hyundai Motors America (HMA). This information is in no way associated, endorsed, indemnified or otherwise protected under any special or implied liability or warranty provided to the Dealership by MPA or HMA. The agreement by the Dealership to use these services is solely between the Dealership and Insignia.

Further, by agreeing to use these special "Additional Products", the Dealership indemnifies and holds harmless MPA and HMA from all liability associated with the use of these products, presentation to the customer and vehicle installation.

The actual accessory products associated with this information is the complete and sole responsibility of the Dealership. Insignia, MPA, nor HMA makes any assertions or claims and assumes no liability for the availability of these products to the Dealership. For further clarity, the Dealership must source its own supply of accessory products represented in the data provided by Insignia.

Lastly, "Additional Products" are a separate service provided outside of the MPA – Insignia relationship and will be invoiced separately and directly to the dealership. Furthermore, these services are not subject to any MPA or HMA approved "Co-Op" marketing funds. Insignia will invoice the Dealership NET 30 and will discontinue providing these "Additional Products" if payment is not received NET 30. In the event of deactivation and reactivation of these services, the Dealership will be required to satisfy any outstanding account balance.

Please Initial Here _____

IN WITNESS WHEREOF, Dealer and Insignia have executed this Agreement as of the date set forth:

Dealership Authorized Agent Signature:	***Insignia Group LC Authorized Signature:***	***Execution Date:***
_____	_____	_____

Insignia Sales Person: _____

PLEASE FAX ENTIRE DOCUMENT TO: 803-366-1047

Please Initial Here _____

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Additional Products

The Insignia Accessories Advantage program allows for the addition of dealer supported, non-OEM, non-competitive products consisting of two packages listed below. To add these packages to your system, select the items below, sign and fax to 803-366-1047.

☐ Aftermarket Basic Program

(brand generic)
$350/annually

- Window Tint
- Pin Striping
- Paint and Fabric Protection Packages
- 40+ other options

Demo Site Here

☐ Aftermarket Premium Program

(brand specific) - $100/mo Demo Site Here

Please select the brands you prefer:

- ☐ 3D Carbon
- ☐ Advent
- ☐ Agri-Cover
- ☐ Audiovox
- ☐ Azentek
- ☐ Boomerang
- ☐ Bruno
- ☐ Check Corp
- ☐ Classic Soft Trim
- ☐ Corsa
- ☐ Curt Manufacturing
- ☐ Dawn Enterprises
- ☐ DeeZee
- ☐ Defenderworx
- ☐ Diamondback Covers
- ☐ Draw-Tite
- ☐ E&G Classics
- ☐ EchoMaster
- ☐ Eclipse
- ☐ Escort Radar Detectors
- ☐ Fold-A-Cover
- ☐ Inalfa Sunroofs
- ☐ Katzkin Leather
- ☐ Line-X
- ☐ Metra
- ☐ MGP Calipers
- ☐ MITO Corp
- ☐ Novero
- ☐ OE Exchange
  - OEM PVD Chrome Coated Wheels
- ☐ Roadwire
- ☐ Rosen
- ☐ Rostra
- ☐ Sanyo
- ☐ Thule
- ☐ TruXedo
- ☐ Vogue Tyre
- ☐ Weathertech
- ☐ Webasto

☐ 10 "Build Your Own" Items*

*"Build Your Own" items are product listings that are custom to you. You will provide Insignia with all necessary product information such as name, product ID number, pricing, description, picture, etc. Insignia will build your custom items for you and add them to your system. Products must be non-competitive to any OEM products listed within the Insignia System and must be warranted by the dealer. Call customer service for more information.

IMPORTANT: "Additional Products" are a separate service provided outside of the MPA - Insignia relationship and will be invoiced separately and directly to the dealership. Furthermore, these services are not subject to any MPA or HMA approved "Co-Op" marketing funds. Insignia will invoice the Dealership NET 30 and will discontinue providing these "Additional Products" if payment is not received NET 30.

Submitted by: _____ Phone Number: _____

Title: _____ Email: _____

Signature: _____

PLEASE FAX TO 803-366-1047