



SALES AGENT

ACCOUNT #

DEALER AGREEMENT

DEALER INFORMATION

BUSINESS NAME	DBA		
MAILING ADDRESS	CITY	STATE	ZIP
SHIPPING ADDRESS	CITY	STATE	ZIP
DEALER LICENSE #	CONTACT		
OWNER			
PHONE	FAX		
EMAIL	WEBSITE		

DEALER TERMS AND CONDITIONS

This Dealer Agreement (“Agreement”) allows you (“Dealer”) to sell TruWarranty Products to your customers, in accordance with the terms and conditions set forth herein.

1. Dealer is an independent contractor.
2. Dealer shall use its best efforts to sell Products to its customers.
3. Dealer shall comply with all instructions and procedures outlined by TruWarranty.
4. Dealer shall remit payment to TruWarranty no later than the 20th day of the month after the date the Contract is issued.
5. Dealer acknowledges that failure to timely remit payment to TruWarranty may result in Dealer being solely responsible for all claims that may occur. TruWarranty shall only administer Contracts that have been paid and shall bear no liability for any contracts that Dealer fails to remit.
6. If a Contract is cancelled, Dealer agrees to promptly refund the customer the amount calculated by the TruWarranty portal.
7. Dealer agrees to the terms and conditions contained in the TruMenu Agreement (Exhibit A), attached hereto. TruMenu is provided to Dealer at no extra cost.
8. Dealer shall maintain at its principal office accurate and complete books and records of all transactions performed by Dealer in connection with this Agreement.
9. Each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.
10. Dealer and TruWarranty realize that some information received by one party from the other pursuant to this Agreement shall be confidential. It is therefore agreed that any confidential information received by one party from the other shall not be disclosed by either party to any third party and shall not be used by either party for purposes other than those contemplated by this Agreement.
11. Dealer shall always conduct its activities under this Agreement in compliance with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement.
12. Dealer shall not engage in unlawful discrimination, misrepresentation, or unfair trade practices pertaining to the sale of Products.
13. This Agreement shall in all respects be deemed to be made, interpreted, enforced, and governed by the laws of the State of Missouri, without reference to any jurisdiction's conflict of laws. In the event of any dispute concerning this Agreement, Dealer hereby consents and submits to personal jurisdiction of any state or federal court having its situs in Jasper County, Missouri.
14. The term of this Agreement will continue until it is canceled by one of the parties. This Agreement may be canceled at any time by an authorized representative of TruWarranty or Dealer; however, both parties will remain liable for any customer refunds or ongoing obligations previously incurred under this Agreement.

DEALER ACCEPTANCE TO TERMS

I have read, understand, and agree to all of the **DEALER TERMS AND CONDITIONS** stated above as well as the terms and conditions of the Dealer Remittance Schedule (Exhibit A). I am duly authorized to sign this Agreement on behalf of the above-named Dealer.

OWNER/MANAGER SIGNATURE	DATE
OWNER/MANAGER PRINT NAME	TITLE

DEALER, PLEASE RETAIN A SIGNED COPY OF THIS DEALER AGREEMENT FOR YOUR RECORDS

EXHIBIT A

Terms and Conditions

1. SOFTWARE LICENSE

1.1. iTapMenu Software License. iTapMenu agrees to provide Dealer with web-based access to the iTapMenu software ("iTapMenu Software") associated with the iTapMenu Services designated above. Dealer may use the software and Services only for Dealers' internal business use and only at Dealer's above Business Address; use at an additional address requires a separate agreement and Monthly Fee. Dealer must purchase any hardware, additional software or services necessary to access the iTapMenu Software.

1.2. License Term. Subject to timely payment of Monthly Fees, Dealer's license will continue on a month to month basis and will terminate upon termination of this Agreement. The License Term will begin on the date the iTapMenu Software is first made available for Dealer's use, as evidenced by the software-generated email sent to the F&I Administrator listed above, which provides login, password, and training information. Dealer may terminate its license at any time by notifying iTapMenu.

1.3. Fees. For each month in which Dealer is entitled to use iTapMenu Software or Services, Dealer shall pay via credit card iTapMenu's then current Monthly Fee at the beginning of the monthly term. The Monthly Fee for the first month must be submitted along with the signed Dealership Menu Agreement. The initial Monthly Fee is as specified above, and may be altered by iTapMenu upon thirty (30) days advance notice to Dealer. If any discount is specified above, Dealer will be invoiced only for the amounts owing after applying the Discount. However, if an Agent or TPA fails to pay a Discount on Dealer's behalf, Dealer shall remain liable for the Monthly Fees without taking the discount into consideration. iTapMenu reserves the right to suspend or terminate iTapMenu Services and the license during times when a Monthly Fee is delinquent.

2. PROPRIETARY RIGHTS OF ITAPMENU

2.1. Intellectual Property Rights. iTapMenu retains exclusive ownership of: (i) the iTapMenu Software (ii) all pre-existing works, inventions, technology, data and materials incorporated into or used in association with the iTapMenu Software; (iii) all derivative works based on the iTapMenu Software or iTapMenu Technical Information; and (iv) all ideas, concepts, know-how, and techniques that iTapMenu or Dealer may use, conceive of or first reduce to practice in connection with the iTapMenu Software. Dealer will not take any action that jeopardizes iTapMenu's proprietary rights.

3. WARRANTY AND LIABILITY

3.1. Disclaimer. ITAPMENU DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE ITAPMENU SERVICES AND SOFTWARE, TECHNICAL SUPPORT AND PROMOTIONAL LITERATURE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE (INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT). BY WAY OF EXAMPLE AND NOT IN LIMITATION, ITAPMENU DOES NOT WARRANT THAT: (i) USE OF ANY SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; (ii) ALL DEFECTS IN ANY SERVICES OR SOFTWARE WILL BE CORRECTED; OR (iii) ANY SERVICES OR SOFTWARE WILL OPERATE IN THE COMBINATIONS THAT MAY BE SELECTED BY DEALER. TO THE EXTENT THAT ITAPMENU OR ITS SUPPLIERS CANNOT DISCLAIM A WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. Dealer acknowledges that use of iTapMenu services and software requires an Internet connection, for which Dealer is responsible.

3.2. Limitation of Liability. IN NO EVENT WILL ITAPMENU BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR GOOD WILL, WORK STOPPAGE, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE OR PROFIT, COMPUTER FAILURE, AND TELECOMMUNICATIONS CHARGES FROM UNAUTHORIZED ACCESS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SOFTWARE, EQUIPMENT OR ITAPMENU SERVICES, REGARDLESS OF THE LEGAL THEORY ASSERTED, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE AGGREGATE AND TOTAL LIABILITY OF ITAPMENU FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY DEALER TO ITAPMENU IN THE TWELVE MONTHS PRECEDING THE DATE A CLAIM IS MADE BY DEALER. ITAPMENU WILL NOT BE LIABLE TO DEALER FOR ANY CLAIMS OR DEMANDS BROUGHT AGAINST DEALER BY ANY THIRD PARTY.

4. TERM AND TERMINATION

4.1. Term of Agreement. This Agreement will commence on the date it is accepted by iTapMenu and continue until terminated by either party upon thirty (30) days advance written notice.

4.2. Termination by Either Party. Either party may terminate this Agreement immediately upon written notice to the other party if: (i) the other party or any of its employees, agents, consultants, contractors or representatives breaches any obligation under this Agreement and such party fails to cure the breach to the notifying party's satisfaction within thirty (30) days after written notification of the specific breach and demand for such cure; or (ii) the other party ceases to conduct business in the normal course, is declared insolvent, undergoes any procedure for the suspension of payment, makes a general assignment for the benefit of creditors or a petition for bankruptcy, reorganization, dissolution or liquidation is filed by or against it and such petition is not discharged within one hundred and twenty (120) days of its filing.

4.3. Survival. All terms of this Agreement which, by their nature, are intended to survive termination of this Agreement will survive termination, including without limitation, all payment obligations, use restrictions, ownership terms, confidentiality obligations, indemnification obligations, disclaimers and limitations of liability.

5. GENERAL

5.1. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Indiana, U.S.A., as applied to agreements entered into and to be performed entirely within the State of Indiana. Dealer hereby consents to the personal jurisdiction and venue of the courts of the State of Indiana. Any legal or equitable claim of any nature that arising hereunder will be filed and maintained in the state or federal courts in the State of Indiana. If iTapMenu prevails in any claim arising under this Agreement, it will be entitled to recover its attorneys' fees and costs of litigation as that part of the litigation for which is prevailed.

5.2. Force Majeure. Neither party will be in default if its failure to perform any obligation hereunder (except for failure to pay) is caused solely by conditions beyond that party's reasonable control.

5.3. Late Payments. Amounts not timely paid by Dealer will incur interest at the rate of one and one-half percent (1.5%) per month, not to exceed the maximum amount allowed by law. Dealer will pay any late payment charge upon remitting the principal amount to iTapMenu. If iTapMenu pursues collection from the Dealer, Dealer shall reimburse iTapMenu for costs of collection, including, but not limited to, reasonable attorneys' fees.

5.4. Confidentiality. iTapMenu will not share any information of Dealer's customers without Dealer's prior written consent. Should Dealer provide consent by signing its initials in the "Agent & TPA" section above, iTapMenu may share the customer's name and purchase information with the Dealer's iTapMenu registered Agent and/or TPA also written above.

5.5. Entire Agreement. The parties hereto acknowledge that this Agreement and all documents referenced herein, including terms, conditions and policies posted on the Partner Portal, is the complete and exclusive statement of agreement concerning the subject matter hereof, and supersedes all prior understandings and other communications between the parties relating hereto including without limitation all iTapMenu Dealer Agreements or other iTapMenu partner agreements previously entered into by the parties. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and that is signed by both parties.