

**DEALERSHIP INFORMATION**

LEGAL NAME	TRADING AS (DBA)	
ADDRESS	CITY	PROVINCE/POSTAL CODE
MAILING ADDRESS (if different)	CITY	PROVINCE/POSTAL CODE
PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

**DEALERSHIP PERSONNEL**

DEALER PRINCIPAL	NAME	DIRECT TELEPHONE #	EMAIL ADDRESS
GENERAL MANAGER	NAME	DIRECT TELEPHONE #	EMAIL ADDRESS
BUSINESS MANAGER 1	NAME	DIRECT TELEPHONE #	EMAIL ADDRESS
BUSINESS MANAGER 2	NAME	DIRECT TELEPHONE #	EMAIL ADDRESS
BUSINESS MANAGER 3	NAME	DIRECT TELEPHONE #	EMAIL ADDRESS
SERVICE MANAGER	NAME	DIRECT TELEPHONE #	EMAIL ADDRESS
CONTROLLER/PAYABLES	NAME	DIRECT TELEPHONE #	EMAIL ADDRESS

**THIS AGREEMENT (“AGREEMENT”) IS EFFECTIVE AS OF THE \_\_\_ DAY OF \_\_\_\_\_ 20\_\_ BETWEEN LGM FINANCIAL SERVICES INC. (“LGM”) AND THE ABOVE REFERENCED AUTHORIZED DEALER (THE“DEALER”).**

**WITNESSETH:**

1. **APPOINTMENT & DUTIES** – LGM hereby appoints the Dealer as its non-exclusive representative for the solicitation and sale of SecureDrive Prepaid Maintenance (the “Business”) under applicable Vehicle Service Contracts (“PPM Contract”).
2. **ADMINISTRATOR** – LGM shall perform the following duties:
  - a. Maintain and administer the Business for the Dealer including claims management, contract cancellations and transfers;
  - b. Secure and maintain a policy of insurance which shall insure the Dealer for any sums which the Dealer becomes legally obligated to pay as a result of its PPM Contract obligations under a PPM Contract covered under this Agreement;

- c. Furnish the Dealer with online and pre-printed materials and other supplies necessary for the Dealer to promote and sell the Business, all of which shall remain the property of LGM and shall be returned to LGM in the event of the termination of this Agreement or upon demand by LGM;
  - d. Investigate, adjust and process claims covered by the Business in accordance with the then current claims adjusting procedures outlined within the Selling Dealer's Guide or otherwise communicated by LGM from time to time; and
  - e. Pay or reimburse claims in the manner, and at the rates, contemplated in the Selling Dealer's Guide or that are otherwise communicated by LGM from time to time, which claims are expressly approved by LGM.
3. **PROGRAM PRICING** – The Dealer agrees to offer to its customers the Business by way of sale of the PPM Contract through LGM's online portal only or as otherwise directed by LGM. Each PPM Contract shall be sold only on a qualifying vehicle in accordance with, subject to, and defined by LGM's programs, coverages, rules, and regulations for the base price owed to LGM (the "Dealer Cost") plus applicable dealer markup as contemplated by LGM's current suggested retail price in effect at the time each PPM Contract is sold. LGM may at any time (with thirty (30) days' notice) revise its programs, coverages, rules, regulations and fees, and the Dealer shall promptly conform to any such revisions for the Business. LGM shall not be obligated to perform administrative services with respect to any PPM Contract sold by the Dealer in violation of this Agreement. The Dealer shall have no authority to alter, modify, waive or discharge any terms or conditions of the PPM Contract, or to incur any liability on behalf of LGM or to make representations about the Business coverage not contained in the PPM Contract or Selling Dealer's Guide.
4. **CANCELLATION REQUIREMENTS** – In the event of the cancellation of a Business product by a PPM Contract holder, the Dealer shall be obliged to follow the then current procedures outlined within the Selling Dealers Guide for the Business, as may be amended or restated by LGM from time to time, in accordance with the PPM Contract affected by such cancellation and by all Applicable Law that governs such PPM Contract.
5. **INVOICE PAYMENT** – No later than the tenth day of each month, the Dealer shall provide payment to LGM (on behalf of the issuer of the contractual liability insurance policy for the PPM Contracts) for all Business sold by the Dealer during the preceding month. LGM shall prescribe the method of payment, the forms for such remittances and any other reporting required. The monthly remittance shall be accompanied by payment of the retail sales price on the Business reported, less the amount LGM authorizes the Dealer to retain for its markup. The Dealer shall remit any applicable taxes with its monthly remittance. In the event that the Dealer does not remit payment as required hereunder, LGM shall be entitled in its sole and unfettered discretion to set off any amounts otherwise owing to the Dealer as it relates to the Business including, without limitation, any amounts owing to the Dealer (i) under any incentive programs offered from time to time to the Dealer, (ii) resulting from the processing of claims as outlined in Section 7 below, or (iii) that are otherwise outstanding from time to time.
6. **CONTRACT DECLINES** – In the event that LGM declines any Business sold by the Dealer, the Dealer must refund to the purchaser any money tendered with respect to the purchase of the Business, including the Dealer's profit. Should the Dealer be able to correct the error which caused the declination by LGM, the Dealer may resubmit the Business to LGM within 7 days from date of return by LGM, provided acceptance of any such Business remains at the sole discretion of LGM.
7. **CLAIMS PROCESSING** – The Dealer acknowledges and agrees that claims shall be processed as set out in Schedule A.
8. **REPRESENTATIONS, WARRANTIES & COVENANTS** – The Dealer makes the following representations, warranties and covenants to LGM:
  - a. Maintenance: For each customer that purchases a PPM Contract from the Dealer, the Dealer shall perform vehicle maintenance services, using prevailing industry standards and using genuine parts

- of the original manufacturer of the vehicle (unless an alternative dealer is authorized by LGM to perform such services).
- b. License: The Dealer shall procure and maintain in good standing and at its cost all licenses required under Applicable Law that are required to conduct the Business and shall carry out the sale of the Business in accordance with all of the terms of any such licenses.
  - c. Laws and Regulations: The Dealer shall familiarize itself with all Applicable Law pertaining to the Business and shall conduct the Business in compliance therewith.
  - d. Rules of LGM: The Dealer shall adhere to all rules, requirements and procedures of LGM relative to the Business in place from time to time.
  - e. No Authority to Bind: Other than as expressly contemplated herein, the Dealer shall have no authority whatsoever to bind LGM or to otherwise modify the PPM Contract.
  - f. Illegal and Unfair Practices: The Dealer shall not engage in discrimination, misrepresentation or any unfair practice or other practice prohibited by Applicable Law.
  - g. Property and Supplies: The Dealer shall maintain in a secure and safe place and, upon request, shall account for, all Business merchandise, brochures, guides, rates, executed PPM Contracts and other property ("Confidential Information") received from LGM. Without limiting the foregoing, the Dealer shall maintain the confidentiality and shall not disclose to any other third party, the Confidential Information.
  - h. Modification of Forms: The Dealer shall not modify, waive, alter or change, whether orally or in writing, any of the terms of the Business.
  - i. Expenses: The Dealer shall not incur any expense on behalf of LGM without its prior written consent.
  - j. Negotiable Instruments: The Dealer shall not negotiate or endorse any cheque or other negotiable instrument made payable LGM.
  - k. Trust Funds: The Dealer shall hold in trust and consider as fiduciary funds any sales prices and monies received by the Dealer on behalf of LGM (and the issuer of the contractual liability insurance policy for the PPM Contracts) and shall promptly remit such funds to LGM (no later than the tenth day of each calendar month for all Business sold by the Dealer during the preceding month) and not convert same to its own use.
  - l. Advertising: The Dealer shall not publish, circulate or display any advertisements, circulars or other promotional materials related to LGM and the Business unless the content thereof has received the prior written approval of LGM.
  - m. Inducement to Lapse or Claim: While this Agreement is in force or at any time thereafter, the Dealer shall not induce the lapse, cancellation or termination of any PPM Contract, or induce any claims or additional benefits under the terms of any PPM Contract relating to the Business.
  - n. Audit: The Dealer shall grant LGM and its representatives the right of free access during normal business hours at the Dealer's business office for the purpose of inspecting the books and records maintained by the Dealer with respect to the Business, including copies off all signed PPM Contracts.
  - o. Claims: The Dealer shall have no authority to settle or pay claims unless authorized by LGM.
  - p. Selling Dealer's Guide: The Dealer has read and understands the Selling Dealer's Guide produced and provided by LGM to the Dealer. The Dealer agrees to be bound by the requirements set forth in the Selling Dealer's Guide as if they were part of this Agreement. LGM may amend the Selling Dealer's Guide from time to time.

- q. Sales Restriction: The Dealer shall only sell the Business products on the Dealer's own vehicle inventory and at the time of the vehicle sale to the customer, unless otherwise agreed to as set out from time to time in the Selling Dealer's Guide.
  - r. PPM Contract: The Dealer agrees to maintain in good order and make available to LGM for inspection (and provide copies when requested) within two business days of request, copies of all duly signed PPM Contracts that have been sold relating to the Business. The Dealer shall retain such contracts for a period of two years following the end of the expiration of the PPM Contract.
9. **NOTICES** – The Dealer shall notify LGM of its receipt of legal notices or service or process affecting LGM or relating to the Business and shall immediately forward same to LGM.
- a. Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered under this Agreement to any party shall be in writing and shall be sufficiently given or sent or delivered if it is: (i) in the case of either party, delivered personally to the party or by courier or registered mail; or (ii) in the case of the Dealer, delivered via email.
  - b. Notices shall be sent to the following addresses:
    - i. *in the case of LGM, only to the following delivery or mailing address:*  
**LGMFINANCIAL SERVICESINC.**  
1021 West Hastings Street, Suite 400  
Vancouver, BC V6E 0C3  
**Attention: General Counsel**
    - ii. *in the case of the Dealer, to the mailing address outlined in this Agreement or to the email address recorded in LGM's HUB platform*  
  
or to such other address number as the party entitled to or receiving such notice, designation, communication, request, demand or other document shall, by a notice given in accordance with this section, have communicated to the party giving or sending or delivering such notice, designation, communication, request, demand or other document.
  - c. Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the next Business Day following date of delivery.

10. **INDEMNIFICATION** – Each party shall indemnify, defend and hold harmless the other party(ies) from and against any and all damages, claims, liabilities, judgments, awards, penalties, fines, costs and expenses, including but not limited to legal fees and punitive or exemplary damages resulting from or arising out of:
- a. any act, error, or omission committed by the party (or in the case of indemnification by the Dealer, committed by the Dealer) and causing loss to a third party, except to the extent the party(ies) seeking indemnification also caused, contributed to or compounded the loss;
  - b. the failure by the party (or in the case of indemnification by the Dealer, the failure of the Dealer) to comply with any Applicable Law or applicable governmental directive; or
  - c. any breach of this Agreement by a party (or in the case of indemnification by the Dealer, any breach of this Agreement by the Dealer).

The obligations of the parties to indemnify each other shall survive the termination of this Agreement.

11. **EFFECTIVE DATE & TERMINATION** – This Agreement shall be effective as of the date herein stated, and shall remain continuously in effect until terminated by either party on no less than ninety (90) days advance written notice.

Notwithstanding the foregoing, the LGM may terminate this Agreement immediately, if any of the following events occur:

- a. the failure of the Dealer to remit the monies due to LGM within the time required by this Agreement;
- b. a material breach of, or the failure or refusal by the Dealer to perform and discharge its duties, responsibilities and obligations under this Agreement;
- c. any act of fraud, embezzlement or dishonesty on the part of the Dealer including its employees or sub-contractors;
- d. negligence, misrepresentation or willful misconduct by the Dealer in the execution of its duties; or
- e. the filing of bankruptcy or announcement of receivership by the Dealer or if the Dealer commits an act of insolvency or makes an arrangement or proposal to its creditors.

Upon the effective date of termination, the Dealer shall cease all activities as a producer for the Business (including, but not limited to, the solicitation and sale of new Business) and shall promptly remit any and all monies held by the Dealer which are due to LGM. The Dealer shall return to LGM, or store in a secure and locked place for pick-up by LGM, all Business brochures, guides, rates, executed PPM Contracts and other property furnished by LGM to the Dealer. The Dealer shall continue to be liable to LGM for its portion of returned monies for any PPM Contract refunds until all Business produced by the Dealer, prior to termination, has expired.

The obligations of the Dealer to perform vehicle maintenance services shall survive the termination of this Agreement for convenience by the Dealer, unless an alternative dealer is authorized by LGM to perform such services. If this Agreement is terminated for cause, the Dealer must not perform vehicle maintenance services for any PPM Contract sold by the Dealer prior to the termination effective date and LGM shall authorize an alternative dealer to perform such services.

**12. MISCELLANEOUS** – This Agreement shall be governed by the following additional provisions:

- a. No Waiver: The failure of LGM to insist on the performance of any provision of this Agreement or the Selling Dealer's Guide shall not constitute a waiver of LGM's right of redress with respect to such non-performance or to insist on future performance.
- b. Entire Agreement: This Agreement and the Selling Dealer's Guide constitutes the entire Agreement between the parties relating to the subject matter hereof and supersedes all prior agreements between the parties related to the Business.
- c. Modification: This Agreement may not be revised, modified or altered except by written addendum executed by all parties.
- d. Independent Contractor: The Dealer shall at all times be considered an independent contractor.
- e. Governing Law: Except where the laws of the jurisdiction in which the Dealer conducts the Business specifically provides otherwise, this Agreement shall be construed in accordance with: (a) the laws of the Province of Québec and any Federal laws applicable therein, if the Dealer conducts the Business in the Province of Québec; or (b) the laws of the Province of British Columbia and any Federal laws applicable therein, if the Dealer conducts the Business in any Province or Territory of Canada other than in the Province of Québec (respectively, "Applicable Law").
- f. Conformity with Law: If any provision of this Agreement is ruled invalid under Applicable Law, this Agreement shall be deemed reformed to the extent necessary to comply with the minimum requirements of such law, but in all other respects this Agreement shall remain valid and enforceable and shall not affect or impair the validity of any other covenant or provision thereof.
- g. Consent to Suit and Jurisdiction: In the event LGM initiates legal action against the Dealer to obtain legal or equitable remedy against the Dealer for the actual or anticipated breach of this Agreement,

the Dealer hereby: (a) consents to the jurisdiction of any court within the Province of Québec, if such Dealer conducts the Business in the Province of Québec; (b) consents to the jurisdiction of any court within the Province of British Columbia, if such Dealer conducts the Business in any Province or Territory of Canada other than in the Province of Québec; and (c) hereby waives any and all defenses or objections to such legal action based on lack of personal jurisdiction or improper venue.

- h. Privacy of Information: The parties to this Agreement shall conduct the Business in a manner that conforms to the privacy requirements of Applicable Law as such requirements may apply at any given time during the term of this Agreement, and subsequent to the termination of this Agreement.
- i. Assignment: The Dealer shall not transfer or assign this Agreement without the prior written consent of LGM. LGM may transfer or otherwise assign its rights and obligations under this Agreement, in whole or in part, to a successor company, partnership or other entity which is the successor to LGM by way of amalgamation, merger, consolidation, transfer or sale of all or substantially all of the assets or shares of LGM ("Successor Transaction"). On completion of any Successor Transaction or other transfer or assignment, LGM will provide notice to the Dealer in writing or by other electronic means.

In Witness Whereof, the parties have caused this Agreement to be executed on the date shown below.

**The Dealer:** \_\_\_\_\_ Signature  
\_\_\_\_\_ Name (Print)  
\_\_\_\_\_ Title  
\_\_\_\_\_ Date

**The Witness (LGM):** \_\_\_\_\_ Signature  
\_\_\_\_\_ Name (Print)  
\_\_\_\_\_ Title  
\_\_\_\_\_ Date

## SCHEDULE A

### Claims Processing for Prepaid Maintenance

1. Request the customer's PPM Contract number or VIN number.
2. Verify what maintenance is due, based on the recommendations as outlined in the owner's manual.
3. Create an estimate for the required maintenance. Provide a copy to the customer.
4. We recommend you submit claims using our online claims submission portal. Log in using your unique log in information at [www.lgmhub.ca](http://www.lgmhub.ca).
5. Alternatively, you may contact the National Claim Centre by telephone;

<b>Telephone toll free</b>	<b>1-866-287-6200</b>
Hours of Operation	Monday to Friday from 7:30am - 7:30pm EST Saturday from 9am - 6pm EST

6. LGM requires that all invoices for authorized claims be submitted within **30 days of the completion of the maintenance/service**. To ensure expeditious claim payment, please ensure the following information is included on the repair order:
  - a. Claim authorization number;
  - b. Contract number;
  - c. Name, address & telephone number of repair facility;
  - d. Name of contract holder;
  - e. Date of service;
  - f. Part number(s) and price for each part;
  - g. Odometer reading;
  - h. Vehicle Identification Number;
  - i. Name or ID number of the service advisor;
  - j. A final/closing invoice with contract holder's signature.
7. Subject to providing LGM with all information reasonably related to your claim, LGM will reimburse parts and labour in accordance with the Selling Dealer's Guide, as it may change from time to time.
8. You will be responsible for bearing additional/unauthorized costs, unless excluded pursuant to the customer contract.
9. Please direct all inquiries relevant to claims payment to the Claims Settlement Department at [settlement@lgm.ca](mailto:settlement@lgm.ca) or alternatively via telephone at 1-866-287-6200.
10. Following receipt and settlement of required documents, a WEX credit card payment will be promptly provided (with a target time of 48hrs).

#### Vancouver Mailing Address

1021 West Hastings Street, Suite 400  
Vancouver, BC V6E 0C3

#### Montreal Mailing Address

1111 Dr. Frederik-Philips Blvd., Suite 150  
St. Laurent, QC H4M 2X6