

quantum shield

molecular automotive appearance protection

THIS AGREEMENT, is made as of the _____ day of _____ 20_____, between Quantum-Shield, Inc., 2328 E. Lincoln Highway, Suite 103, New Lenox, IL 60451 (hereinafter referred to as "Company"), and;

Dealership Name: _____

Mailing Address: _____

Street Address: _____

City, State, Zip: _____

Telephone: (____) _____

(hereinafter referred to as "Dealer");

WHEREAS, the Company, markets and administrates the programs identified under the name Quantum Shield; and **WHEREAS**, the Dealer desires to use the Company's Quantum Shield program in conjunction with the sale of automobiles to Dealer's customers;

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

I. OBLIGATIONS OF COMPANY

- A.** Company hereby grants authority to Dealer, to receive and accept applications from Dealer's customers to purchase coverage under the Company's program.
- B.** Company shall administer the handling of all claims covered under the terms and conditions of the Quantum Shield limited warranties issued and reported by Dealer pursuant to and in compliance with this Agreement.
- C.** Company agrees to supply the Dealer all limited warranty forms, promotional materials, and other materials necessary to implement the Quantum Shield program.
- D.** Company shall utilize its best efforts to have all covered repairs arising under the Quantum Shield limited warranties to be completed within a reasonable time frame upon notice of the claims, but shall not be liable for any delays caused by circumstances beyond its control.
- E.** Company shall be under no obligation to investigate or arrange for the payment of any claim if the Dealer fails to remit the application and required fees to the Company within thirty (30) days after the sale of the vehicle.
- F.** Company shall not have any obligation or liability with respect to any claims not covered by the written terms of the Quantum Shield limited warranty.

II. OBLIGATIONS OF DEALER

- A.** Dealer shall fully and accurately advise each customer of a Quantum Shield limited warranty of the terms and conditions of the limited warranty. Dealer shall not waive, modify or amend any of the terms and conditions of the limited warranty without Company's written approval.
- B.** Dealer agrees to hold Company harmless and be solely reliable for any claim submitted for which the Dealer did not remit the required fees or limited warranty to the Company within thirty (30) days after the sale of the vehicle or for a limited warranty issued after the termination of this agreement.

- C. Dealer shall be fully and solely responsible for payment of any claim with respect to any Quantum Shield limited warranty issued by the Dealer that does not meet the eligibility requirements.

III. TERMINATION

This Agreement shall be effective as of the date first above written and shall remain in effect until terminated by either party upon not less than thirty (30) days advance written notice to the other party. Dealer will be responsible for and agrees to remit to Company all policies produced by Dealer prior to the effective date of termination. The termination of this agreement will not affect the administration of any limited warranty issued and received by the Company prior to the effective date of termination in accordance with the terms for remittance noted herein. If Dealer does not remit any program applications for a continuous period of ninety (90) days, this Agreement shall automatically terminate at the end of such period with no requirement of written notice by Company. Upon termination, Dealer shall return all unused Quantum Shield application product, limited warranty forms, brochures, and any other supplies made available to Dealer to Company or its agent(s).

IV. GENERAL PROVISIONS

- A. The parties are acting solely as independent contractors. Nothing in this Agreement shall be construed to constitute the Dealer as partner, employee, or agent of the Company, including but not limited to, the receipt of funds from a customer arising out of the sale of a Quantum Shield product application. The Dealer shall in no manner obligate the Company to incur any expense or liability on behalf of the Company without the Company's consent. In no event shall the Company be responsible for any negligent or wrongful actions of the Dealer or its employees, including, but not limited to, misrepresentations concerning the terms and conditions of the Quantum Shield product or its limited warranty.
- B. This Agreement shall be governed and construed in accordance with the laws in the State of Illinois. Both parties agree to waive rights to any court proceedings and agree to settle all disputes by an independent arbitrator. Should any jurisdiction or venue be necessary for controversy arising under, related to, or interpretation of this agreement it shall be in Will County, Illinois.
- C. This Agreement supersedes all prior oral and written agreements, communications, statements, and representations between the parties.
- D. In performing obligations pursuant to this Agreement, the parties acknowledge that they may have access to, and receive disclosure of, certain consumer information. The parties agree that all such consumer information shall be kept and maintained in accordance with state and federal privacy laws, including, but not limited to, the Gramm – Leach – Biley Act.
- E. This Agreement is the complete and entire Agreement between the parties, and supersedes any and all previous agreements, negotiations or understandings, written or oral, between the parties. This Agreement may be modified, amended or supplemented only by a writing executed by a duly authorized officer of the parties hereto. This Agreement may not be transferred or assigned by either party without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date first above written.

By: _____
Dealership Name (Please Print)

Quantum-Shield, Inc.

By: _____
Authorized Representative (Please Print)

By: _____

By: _____
Authorized Representative (Signature)

2328 E. Lincoln Highway, Suite 103

New Lenox, IL 60451