



ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC.

17732 Highland Rd Suite G-158
Baton Rouge, LA 70810
(888) 366-3774

DEALER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20_____, by and between Advanced Protection Products International, Inc. a Louisiana corporation, and the undersigned company, firm or individual, at the address set out after the name, hereinafter, "Dealer".

WHEREAS, ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. provides a Program for funding the repair or replacement of the original tires and/or wheels equipment as a result of a failure due to contact with a road hazard and registration of the Program being evidenced by a Guarantee for the purposes of repairing or replacing said tires and/or wheels equipment, hereinafter the "Program", and

WHEREAS, ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. guarantees that its Program will fund the repair or replacement of said tires and/or wheels equipment as a result of a failure due to contact with a road hazard under the Program's Contract Terms and Conditions, and

WHEREAS, in the event of a covered damage or loss (all as is further defined in the Contract Terms and Conditions) then ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. will pay the sum of the costs of repair or replacement of said tires and/or wheels equipment to the dealer's customer as set out in the Guarantee, and

WHEREAS, the Dealer desires to offer the Program to its customers who purchase vehicles from the Dealer (hereinafter the "Customer").

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the sufficient and receipt whereof are hereby acknowledged, the parties agree to the following facts, terms and conditions:

DEALER AGREES:

1. To follow the instructions and procedures set out from time to time in the Program materials for ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC.
2. That the Guarantee effective Date must be the same date the covered vehicle was sold by the Dealer;
3. Agrees to offer Tire and Wheel Program Guarantees to its new and pre-owned retail vehicle customers on all eligible vehicles during the term of this Agreement.
4. To take full responsibility for the application of the Program on the vehicle and to indemnify and hold harmless ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. and its employees, agents and representatives from any and all claims, suits, damages, costs, judgments or awards arising from Dealer's application or improper application of the Program on any vehicle and/or from Dealer's failure to properly and timely register any vehicle on which Dealer sold to dealer's customer the ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. Program;
5. Dealer shall report no later than the 15th of the month all ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. Guarantees issued during the previous month, along with the dealer net rate for each warranty. Dealer will include in this report all void or otherwise unusable Guarantees. Checks for remittance of dealer net rate must be made payable to ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. Checks, remittance form(s), and Guarantees must be mailed to Advanced Protection Products International, Inc., 17732 Highland Rd., Suite G-158, Baton Rouge, LA 70810.
6. To obtain a signature of a dealership authorized representative and customer on all Guarantees.

ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. PROGRAM AGREES:

1. To issue a Guarantee for each ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. Program sold by the Dealer which the Dealer has properly remitted as specified above. Guarantee will describe the limits of ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC.'S liability to the Customer;
2. To make available to the Dealer the forms and supplies necessary to market the ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. Program; and
3. To provide the Dealer with confirmation of receipt of monthly ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. Guarantees.

DEALER AND ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. MUTUALLY AGREE:

1. This Agreement may be cancelled at any time by either party upon thirty (30) days written notice. Unless cancelled, this Agreement shall be a continuous Agreement.
2. Upon cancellation by either party, all Guarantees hereinafter shall cease; however, ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. shall remain responsible for all valid Guarantees issued by Dealer which have been timely reported to ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. and for which ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. has received payment prior to date of cancellation.
3. Dealer may be liable for any amount due under a Guarantee if Dealer has failed to timely remit any Guarantee .
4. No change(s) or addition(s) to this Agreement shall be valid or binding upon either party unless agreed to in writing and signed by all parties hereto. This agreement contains the total understanding between the Dealer and ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. and supersedes all previous oral or written agreements.

IN WITNESS WHEREOF, the parties have executed this agreement on the above written date and year.

ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC.

DEALER: _____

By: _____ By: _____

17732 Highland Rd., Suite G-158

Address: _____

Baton Rouge, LA 70810

City/State/Zip: _____

Please return these forms to Advanced Protection Products International, Inc. for execution. Copies will be returned to the Agent and Dealer.