



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 system for window engraving and/or body marking labels (of coded alpha numeric characters; the "Registration Code") on vehicles and registration of such Registration Code for the purpose of preventing theft of the vehicle, in the event of theft, to aid in the recovery of such engraved and registered vehicle, hereinafter the "System " or "Program", and

WHEREAS, ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. guarantees that its system will prevent theft or, in the event of theft aid in the recovery of the engraved and registered vehicle and

WHEREAS, in the event a vehicle protected by the system is stolen and not recovered or is recovered but is declared a total loss (all as is further defined in the Program Materials and Limited Guarantee) then ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. will pay the sum to the dealer's customer as set out in the Registration Application, and

WHEREAS, the Dealer desires to offer the system 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 Registration effective Date must be the same date the covered vehicle was sold by the Dealer;
3. To use only those stencils and chemicals it purchases directly from ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. for the engraving of the Registration Codes on vehicle windows;
4. To take full responsibility for the application of the Registration Code 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 engraving or improper engraving of the Registration Codes 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. system;
5. Dealer shall report no later than the 15th of the month all ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. registrations issued during the previous month, along with the dealer net rate for each registration. Dealer will include in this report all void or otherwise unusable Registration Applications. Checks for remittance of dealer net rate must be made payable to ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. Checks, remittance form(s) and registrations must be mailed to Advanced Protection Products International, Inc., 17732 Highland Rd., Suite G-158, Baton Rouge, LA 70810.
6. Dealer agrees to get all customers to sign the waiver whether accepting or declining the program.

ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. PROGRAM AGREES:

1. To issue a Limited Guarantee for each ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. Program sold by the Dealer which the Dealer has properly remitted as specified above. The Limited 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. Registrations.

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 obligations hereinafter shall cease; however, ADVANCED PROTECTION PRODUCTS INTERNATIONAL, INC. shall remain responsible for all valid registrations 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 Registered Application if Dealer has failed to timely remit any Registered Application.
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: _____

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.