



TECHNET PROFESSIONAL AUTOMOTIVE SERVICE ROAD HAZARD TIRE PROTECTION PLAN USER AGREEMENT & ENROLLMENT FORM

BY ENROLLING IN THE TECHNET PROFESSIONAL AUTOMOTIVE SERVICE ROAD HAZARD TIRE PROTECTION PLAN, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ALL POLICIES), EACH AS MAY BE MODIFIED FROM TIME TO TIME. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST TERMINATE YOUR ENROLLMENT IN THE TechNet PROFESSIONAL AUTO SERVICE TIRE ROAD HAZARD PROTECTION PLAN.

This User Agreement (the "Agreement") is an agreement between you ("you", "your", or "Original Selling Facility") and TechNet (collectively "we", "us", "our", or "TechNet") and applies to your enrollment and participation in the TechNet Professional Automotive Service Road Hazard Tire Protection Plan (the "Program"). Enrolling in the Program enables you to sell the Program to your customers to cover new tires as set forth within the Program Benefit Statement.

TechNet reserves the right to change or modify the Program as required by province law, underwriting, risk management, or critical operational purposes. Modification of the Program, pricing, coverages, rules and regulations may occur at any time and you will be provided with notice of changes to Program coverage, terms, conditions, forms and pricing. Program notices and addendums shall be sent to the electronic mail address, fax number, or postal address in your Program enrollment record. No change shall be retroactively effective. Any such change will be effective upon our notice to you or as communicated within the notice. Your continued enrollment in the Program after the effective date of the notice will be deemed acceptance of the changes. If you do not accept a change to this Agreement or the Program, your sole remedy is to contact us and terminate your enrollment in the Program. You are at all times responsible for reading and understanding each version of this Agreement, the Program Procedure Guide and the Program Benefit Statement.

1. Program Assistance. Sonsio will provide locator referral assistance to customers who have purchased the Program and under limited circumstances will investigate, process and adjudicate claims covered by the Program in accordance with Program procedures. Sonsio will pay valid approved claims which are presented in the manner required by the Program Benefit Statement and this Agreement only while the Original Selling Facility is enrolled in the Program and when (i) the customer is more than 40 kilometers from the Original Selling Facility, (ii) the Original Selling Facility, the tire servicing facility, and the customer followed the instructions set forth in the Program Benefit Statement, and (iii) the customer is not able to go to a facility commonly owned with or by the Original Selling Facility.

2. Compliance. Original Selling Facility agrees to comply with all applicable laws and regulations in offering the Program. Original Selling Facility agrees to abide by all current and future procedures, guides and rules concerning the Program as issued. In the event the Original Selling Facility acts in violation in the sale of the Program or submission of claims, Original Selling Facility shall be solely responsible for all costs of such claims. Additionally, Original Selling Facility agrees to properly reserve for all Program claims. This program is not available in WA, NY, or OH.

3. Exclusivity. You agree that this is the only retail road hazard program that will be used in your facility.

4. Selling the Program to Customers. The Program may be sold to customers purchasing new tires from your facility. Ensure that the purchase invoice provides the following information: (i) Original Selling Facility name, address, and phone number; (ii) the customer's full name, address, and signature; (iii) the year, make, model, and mileage of the customer's vehicle; (iv) the brand, type, size and DOT number of each tire; and (v) a line item for the Road Hazard Program.

5. Providing Information About the Program. Sonsio provides a Program Orientation via telephone conference call to educate you and your employees about the Program. You may request an orientation at any time by calling 1-866-588-0728. It is your responsibility to ensure that you and your employees are providing accurate information about the Program to your customers. Accurately advise each prospective purchaser of the Program Benefit Statement including the limitations. You shall not waive, modify, or amend any of the terms and conditions of the Program. You have no authority to incur any liability on behalf

of Sonsio, CARQUEST, TechNet, the Program, or to make representations about coverage not contained in the Program.

6. Promotion of the Program. Any materials intended for use in introducing and promoting the Program to current and/or prospective new customers through any channel of communication (e.g., print, web, radio, television) that are not provided by Sonsio or CARQUEST for that express purpose must be submitted in advance to Sonsio for review and written approval or rejection and no representation shall be made by you which expands or alters the Program in any manner whatsoever. Approval or rejection by Sonsio shall not be unreasonably withheld.

7. Your Responsibility for Claims. The Original Selling Facility is responsible for all claims when the customer is within 40 kilometers of that location, and all claims presented to a facility commonly owned with or by the Original Selling Facility. If a customer is within 40 kilometers of your location, but is unable to return to you, you are responsible for reimbursing that customer for services performed by another tire servicing facility.

8. Right of Review. Original Selling Facility shall maintain all sales and claims records related to this Program for a period of not less than three (3) years from the date of the sale and/or claim. Upon reasonable advance notice, Original Selling Facility shall make these records available to Sonsio or CARQUEST for the purpose of audit, copy and review during normal business hours at its location.

9. Termination.

- This Agreement may be terminated at any time by either party.
- This Agreement shall terminate immediately upon notice by either party of the discovery of fraud. This Agreement shall also terminate immediately without notice in the event of filing of bankruptcy, assignment for the benefit of creditors, filing of petition for reorganization or arrangement with creditors, appointment of receiver, or any attachment, levy or execution.
- TechNet or Sonsio may terminate this Agreement, effective on the date notice of termination is given, if any one of the following events occur: (i) Original Selling Facility fails or refuses to follow the terms and conditions of the Program, User Agreement, or Program procedures; (ii) Original Selling Facility claims exceed the risk parameters established by Administrator; (iii) Original Selling Facility is no longer selling the Program, or if the Original Selling Facility ceases doing business; (iv) modification by Original Selling Facility of any Program-related materials; (v) the failure of Original Selling Facility to remedy any other breach of this Agreement by Original Selling Facility within fifteen (15) days after notice of such breach by TechNet or Sonsio.
- Upon termination of this Agreement by either party, all current and future claims liability is the sole responsibility of the Original Selling Facility. TechNet or Sonsio will have no further responsibility or obligation to provide assistance after the effective date of termination.
- Termination of this Agreement shall not alter or suspend Original Selling Facility responsibilities and obligations as defined in the Program Terms & Conditions.

You must read and complete this User Agreement & Enrollment Form, and fax to 1.866.282.3667 to become eligible to sell the TechNet Professional Automotive Service Tire Road Hazard Protection Plan.

Enrolling Dealer Information:

Dealer Name (DBA) _____

Contact _____

Title/Position _____

E-mail Address _____

Main Phone No. _____

Main Fax No. _____

Multiple Locations Yes No

Street Address _____

Street Address Line 2 _____

City _____

Province _____ Postal Code _____

Mailing Address (if different) _____

City _____

Province _____ Postal Code _____