

DEALER/AGENT/RESELLER/LIEN HOLDER SERVICE PROVIDER AGREEMENT

This **DEALER/AGENT/RESELLER/LIEN HOLDER AGREEMENT** (the "Agreement"), effective as of the _____ day of _____, 20____, by and between **Crossbow Group Inc™. (CGI™)** having a principal office at 16356 Trace Blvd North, Westfield, IN 46074, and _____, a _____, with its principal office at _____, a "**Dealer/Agent/Reseller/Lien Holder**" (**D/A/R/LH**).

WHEREAS, **CGI** or its authorized representative sells and/or services **Crossbow Group Inc™ (CGI) Systems**, for the purpose of locating financed/leased vehicle, motorcycle or accessories , and

WHEREAS, **CGI** or its authorized representative desires to sell such Products to **D/A/R/LH** pursuant to the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of their mutual undertakings, **CGI** or its authorized representative and **D/A/R/LH** hereby agree as follows:

PRODUCTS: The term "Product(s)" shall mean the **CGI** System, including the *starter interrupt and/or GPS Track & Trace* device and any software, parts, use and/or installation instructions, warranty documents, sales and marketing materials, price schedules, forms, and any other documents or components of the **CGI** System & control system purchased from, provided by or serviced by **CGI** which are designed for the purpose of locating such vehicle, motorcycle, or accessories.

TERM: Unless sooner terminated as hereinafter provided, this Agreement shall be in effect for a period of one (1) year from the date hereof and **shall be automatically renewed from year to year thereafter** subject at all times to the same rights of termination as hereinafter provided. Termination of this Agreement as hereinafter provided shall automatically terminate all schedules and exhibits hereto.

1. CGI RESPONSIBILITIES:

General: **CGI** or its authorized representative shall supply **D/A/R/LH** with an adequate supply of Products as ordered and purchased by **D/A/R/LH** from time to time. **CGI** or its authorized representative further agrees to provide **D/A/R/LH** with initial training regarding proper use of, installation of, and removal of Products and periodic consultation and advice to **D/A/R/LH** in connection with the same.

2. D/A/R/LH RESPONSIBILITIES:

a. Purchase and Installation: **D/A/R/LH** may purchase Products from **CGI** or its authorized representative. **D/A/R/LH** shall use, market, install, remove and service all of **CGI's** Products as instructed, and shall not misrepresent, alter, change and/or modify any of **CGI's** Products. **D/A/R/LH** shall maintain liability insurance in such amounts and with such coverage, as is common business practice. **D/A/R/LH** SHALL USE, INSTALL AND REMOVE ALL PRODUCTS IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY **CGI**, AND SHALL COMPLETE ALL DOCUMENTS, AND MAKE ALL DISCLOSURES TO ITS CUSTOMERS IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS, RULES AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, BANKRUPTCY AND PRIVACY LAWS. To the extent it does not already have such facilities, **D/A/R/LH** will employ staff, obtain equipment and maintain facilities (which **CGI** may inspect from time to time during regular business hours) adequate for the installation, removal and servicing of Products. Such facilities shall be sufficient to enable **D/A/R/LH** to satisfy properly its installation, removal and servicing responsibilities under this Agreement and shall be consistent with promoting the reputation of and public confidence in the Products and **CGI**. **D/A/R/LH** agrees not to charge for Products unless customer fails to return a product upon request.

b. D/A/R/LH shall use the AGREEMENT FOR INSTALLATION of **CGI** Payment Reminder/GPS SYSTEM AND/OR **CGI** PAYMENT ASSURANCE SYSTEM DISCLOSURE STATEMENT or a Motor Vehicle Retail Installment Sale Contract approved by **CGI** that contains the same content as such agreement in connection with every use or installation of the Products.

c. D/A/R/LH must comply with any and all applicable State, Local, and Federal laws pertaining to the sale, financing and/or repossession of a customer's vehicle, motorcycle, or accessory **including but not limited to providing customers all applicable notice(s) of default and right to cure as provided under state law.** **D/A/R/LH** shall immediately advise **CGI** of any investigation, examination or lawsuit by any government agency or of any negative written comments by any government agency regarding the Products or of any private lawsuit regarding the Products. **D/A/R/LH** agrees to indemnify and hold harmless **CGI** of any actions legal or otherwise pertaining to actions performed by **D/A/R/LH** that does not adhere to statutes or regulations of a Local, State, or Federal nature.

d. Servicing Responsibilities: In the event the **D/A/R/LH** installs or uses the Products, then the **D/A/R/LH** agrees to perform, at its sole expense, installation, removal, and maintenance services for each Product purchased by **D/A/R/LH**. These services shall include, but not be limited to, giving operating and maintenance instructions to consumers, training personnel, installing Products, removing Products, performing all service necessary at time of delivery and thereafter, and making any installation inspection and necessary adjustments at the time of delivery and at such subsequent times as may be necessary to ensure proper and efficient operation. **D/A/R/LH** is responsible for its Disaster Backup Planning, including but not limited to printing a hard copy of each contract, 'deal documents', and disclosure, storing such offsite in a secure facility, and backing up as required of the **D/A/R/LH** pertinent information.

In performing the installation and/or removal of the Products, **D/A/R/LH** agrees to comply with service policies, if any, issued by **CGI** from time to time and to make and furnish to **CGI** such delivery and service reports as **CGI** may require. **D/A/R/LH** shall use its best efforts to handle satisfactorily all matters relating to the servicing of Products. **D/A/R/LH** will report promptly to **CGI** each complaint received by **D/A/R/LH** relating to Products, which **D/A/R/LH** cannot remedy.

e. Software and Computer Maintenance: **D/A/R/LH** SHALL BE RESPONSIBLE FOR PURCHASING AND MAINTAINING COMPUTER SYSTEMS COMPATIBLE WITH AND APPROPRIATE FOR COMPUTER SOFTWARE PRODUCTS PROVIDED BY **CGI**. **CGI** HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE COMPUTER SOFTWARE PRODUCTS AND THEIR COMPATIBILITY WITH **D/A/R/LH'S** COMPUTER SYSTEMS, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. **D/A/R/LH** SHALL NOT BE ENTITLED TO RECOVER FROM **CGI** ANY DAMAGES ARISING OUT OF THE FAILURE OF THE SOFTWARE OR **D/A/R/LH'S** COMPUTER SYSTEM, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF TIME, LOSS OF PROFITS OR INCOME, DAMAGES ARISING OUT OF LAWSUITS OR CLAIMS AGAINST **D/A/R/LH**, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER.

f. Trademarks/Trade Names: The term "Proprietary Marks" shall mean all trademarks, service marks, and trade names registered by **CGI** or which **CGI** is entitled to use by license or pursuant to common law.

g. D/A/R/LH shall operate its business in a manner, which reflects favorably at all times on the Proprietary Marks and **CGI**. **D/A/R/LH** shall not use the Proprietary Marks without **CGI's** written consent or on any products other than **CGI** products (which term is defined in this Agreement). **D/A/R/LH** shall use all reasonable precautions and take all necessary steps to prevent the Proprietary Marks from being acquired or in any way duplicated or utilized by unauthorized persons or entities.

h. Records: **D/A/R/LH** will keep records of its business relating to the Products. From time to time during regular business hours, **CGI** or its authorized representatives may examine such records relating to the installation, removal, and service of Products. Upon request by **CGI**, **D/A/R/LH** shall promptly furnish reports on installation, removal, and uses of Products.

i. Materials: Material such as but not limited to advertising, promotional, contracts, disclosures shall be in compliance with applicable Federal, state, and local laws, statutes and regulations.

3. INDEMNIFICATION; WAIVER.

a. **D/A/R/LH** shall indemnify, defend and save harmless **CGI**, its officers, employees and agents (including but not limited to **CGI**'s authorized representative under this Agreement), from and against all losses, claims, penalties, damages, or other reasonable costs, including reasonable attorney's fees and court costs (including but not limited to costs and fees incurred in investigation and defense of claims or potential "claims" defined as administrative, judicial, quasi-judicial or otherwise), arising directly or indirectly out of (i) **D/A/R/LH**'s breach of any term of this Agreement, (ii) **D/A/R/LH**'s breach of any warranty or representation to **CGI** in this Agreement, or (iii) the acts, errors, omissions or negligence of **D/A/R/LH**, its employees, agents or representatives (including but not limited to defective installation of the **CGI** device) except to the extent they are the result of the sole errors, omissions or negligence of **CGI**, its officers, agents, employees or representatives,; (iv) **D/A/R/LH**'s use of materials such as advertising, promotional, contracts, disclosures which are not in compliance with Federal, state or local laws, statutes and regulations and (v) **D/A/R/LH**'s failure to comply with any other applicable state or federal laws, including but not limited to laws regarding a customer's default, notice of default, and providing customers a right to cure where applicable.

b. **CGI** shall indemnify, defend and save harmless **D/A/R/LH**, its officers, agents, and employees from and against all losses, claims, penalties, damages, or other reasonable costs, including reasonable attorney's fees and court costs (including but not limited to costs and fees incurred in investigation and defense of claims or potential "claims" defined as administrative, judicial, quasi-judicial or otherwise), arising directly or indirectly out of (i) **CGI**'s breach of any term of this Agreement, (ii) **CGI**'s breach of any warranty or representation to **D/A/R/LH** in this Agreement, or (iii) the acts, errors, omissions or negligence of **CGI**, its employees, agents or representatives (including but not limited to any and all defects in the design and manufacture of the Products), except to the extent they are the result of the sole errors, omissions or negligence of **D/A/R/LH**, its officers, agents, employees or representatives, and (iv) material such as advertising, promotional, contracts, disclosures which are not in compliance with Federal, state or local laws, statutes and regulations.

c. **IN CERTAIN INSTANCES, CGI MAY ACQUIRE OR PROVIDE SERVICES OR SUPPORT FOR ALL OR A PORTION OF THE PRODUCTS PREVIOUSLY OWNED OR PROVIDED BY THIRD PARTIES, AND THOSE THIRD PARTIES MAY HAVE PREVIOUSLY SOLD, LEASED, LICENSED OR PROVIDED THOSE PRODUCTS TO D/A/R/LH, OR PROVIDED SERVICES OR SUPPORT FOR THOSE PRODUCTS WHILE OWNED, LICENSED, INSTALLED OR USED BY D/A/R/LH. IN THIS INSTANCE, BY SIGNING BELOW AND ENTERING INTO THIS AGREEMENT, AND IN CONSIDERATION OF THE ACTIONS AND TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, D/A/R/LH, ON BEHALF OF ITSELF, ITS OWNERS, DIRECTORS, MANAGERS, OFFICERS, AFFILIATES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASES, WAIVES AND DISCHARGES AND COVENANTS NOT TO SUE CGI, ITS OWNERS, DIRECTORS, MANAGERS, OFFICERS, AFFILIATES, SUCCESSORS AND ASSIGNS ON OR WITH RESPECT TO, ANY AND ALL CLAIMS OR COUNTERCLAIMS, TOGETHER WITH ANY AND ALL OBLIGATIONS, LIABILITIES, ACTIONS, CAUSES OF ACTION AND DEMANDS WHATSOEVER, WHETHER FOUNDED IN FACT OR IN LAW, AND OF AND FROM ANY AND ALL MANNER OF SUITS, DEBTS, DUES, SUMS OF MONEY, ACCOUNTS, BILLS, COVENANTS, CONTROVERSIES, AGREEMENTS, PROMISES OR DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH THE RELEASING PARTY/IES CAN, SHALL OR MAY HAVE AGAINST THE RELEASED PARTY/IES FOR ANY REASON, CAUSE OR THING WHATSOEVER RELATED TO, OR IN ANY WAY CONNECTED WITH (A) ANY ERRORS, ACTIONS, OMISSIONS, NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, BREACH, DEFAULT, OR VIOLATION OF LAW OR REGULATION IN ANY MANNER BY ANY THIRD PARTY ARISING FROM OR RELATING, DIRECTLY OR INDIRECTLY, TO THE SALE, LICENSE, USE, SERVICE, SUPPORT OR OTHER COMMERCIALIZATION OF THE PRODUCTS OR ANY AGREEMENT OR CONTRACT RELATING TO THE FOREGOING; OR (B) ANY ACTIONS OR OMISSIONS OF CGI IN CONNECTION WITH THE ACQUISITION, LICENSE, ASSUMPTION OR RECEIPT OF PRODUCTS, AND/OR THE RIGHT OR OBLIGATION TO PROVIDE SERVICES OR SUPPORT FOR PRODUCTS, IN ANY CASE FROM OR ON BEHALF OF ANY THIRD PARTY/IES; OR (C) ANY ACTIONS OR OMISSIONS OF CGI IN MARKETING, OFFERING, SELLING, LICENSING, SERVICING OR SUPPORTING THE PRODUCTS TO D/A/R/LH BEFORE THE DATE OF THIS AGREEMENT.**

4. CONDITIONS OF SALE:

a. Purchase Orders: All orders received by **CGI** from **D/A/R/LH** for Products are subject to acceptance by **CGI**. **CGI** will accept purchase orders only from those individuals within the **D/A/R/LH**'s organization who are by agreement authorized to place orders.

b. Shipping and Delivery Terms: **CGI** or its authorized representative will invoice **D/A/R/LH** with each shipment and payment for the total amount of said invoice shall be due upon delivery of the Products to **D/A/R/LH**. All Products shall be delivered F.O.B. any plant or warehouse of **CGI** or such other point of origin as **CGI** shall designate. The method and route of shipment are at **D/A/R/LH**'s discretion, and all costs of transportation and shipment shall be borne by **D/A/R/LH**.

Notwithstanding the foregoing, **CGI** shall not be responsible for any delay in delivery of the Products due to acts of God, shortages of supplies, delays by **CGI**'s supplier in supplying it with Products, or any act constituting an event beyond the control of **CGI**. **CGI** shipping policy is 7-10 days from receipt and approval of **CGI** approved Purchase Order.

c. No Resale: **D/A/R/LH** agrees not to resell Products to any other company, **D/A/R/LH**, finance company or any other person or entity without the prior written consent of **CGI**.

5. CONFIDENTIALITY AND NON-DISCLOSURE: **CGI** and **D/A/R/LH** acknowledge and affirm that the terms of this Agreement including but not limited to the purchase, shipping and delivery terms set forth in the Conditions of Sale, are proprietary information of **CGI** and comprise part of its confidential information and trade secrets allowing **CGI** to establish and maintain a competitive edge in the payment reminder and control system industry. Accordingly, **D/A/R/LH** agrees to maintain the confidentiality of said information and further agrees not to disclose to persons or entities outside its business any of the terms and conditions of this Agreement including but not limited to purchase price, payment terms, quantities ordered, shipping and delivery terms, etc.

6. LIMITED WARRANTY:

CGI hereby warrants to **D/A/R/LH** that each **CGI** payment assurance/reminder product will be free from defects in workmanship and materials for a period of one (1) year from the date of first installation as indicated by serial number. Repair or replacement of the Product or any component of the Product, which fails to conform to this warranty, shall, at the sole discretion of **CGI**, be **D/A/R/LH**'s sole remedy and in no event shall **CGI** or its representative be liable for incidental or consequential damages. Any Product must be returned postage prepaid and must include a Return Material Authorization. This limited warranty shall not extend to any damage to the main unit or wiring harness which is the result, as determined by **CGI**, of software programs, misuse, abuse, neglect, incorrect or faulty wiring, improper installation, unauthorized service, current in excess of 20 Amps drawn through the relay, or any use in violation of the instructions/warranty card furnished by **CGI** to **D/A/R/LH** with the Product.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY **CGI** TO THE **D/A/R/LH**. TO THE EXTENT NOT PROHIBITED BY LAW, **CGI** GIVES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CGI IS NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY OF THE FOLLOWING: **(1)** SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT, HARM TO BUSINESS REPUTATION, OR LOSS OF GOODWILL); OR **(2)** THIRD PARTY CLAIMS AGAINST THE **D/A/R/LH** FOR DAMAGES.

IN RECOGNITION THAT SERVICE INTERRUPTIONS IN THE TELECOMMUNICATIONS INDUSTRY ARE FREQUENTLY DUE TO CIRCUMSTANCES BEYOND **CGI**'S CONTROL AND DIFFICULT TO ASSESS AS TO CAUSE OR RESULTING DAMAGES, **CGI** SHALL HAVE NO LIABILITY TO SUBSCRIBERS FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN TRANSMISSION.

7. TERMINATION

a. Notice of Termination: CGI and D/A/R/LH each shall have the right to terminate this Agreement by giving written notice of termination delivered to the other party, such termination to be effective not less than 30 days after receipt by the other party of such notice.

b. This Agreement shall terminate automatically, and without the giving of notice, in the event that either D/A/R/LH or CGI shall become insolvent, ask its creditors for a moratorium, or file a voluntary petition in bankruptcy, or shall be adjudicated as bankrupt pursuant to an involuntary petition, or shall suffer appointment of a temporary or permanent receiver, trustee, or custodian for all or a substantial part of its assets, and said appointment is not discharged within 30 days.

c. No Release of Obligations: Any termination of this Agreement shall not release D/A/R/LH from paying any amount which may then be owing to CGI or CGI representative. In the event of any termination of this Agreement, all obligations owed by D/A/R/LH to CGI and to its affiliates shall become immediately due and payable on the effective date of termination whether otherwise then due or not (without presentation, demand, protest or notice of any kind, all of which are hereby waived by D/A/R/LH); and CGI may offset and deduct from any or all amounts owed to D/A/R/LH, any or all amounts owed by D/A/R/LH to CGI, rendering to D/A/R/LH the excess, if any. In addition, the provisions of Sections 2, 3, 4.c., 5, 6, 7.c., 7.d., and 8 shall survive the termination or expiration of this Agreement and shall remain binding on the parties.

d. Liability Limitation: D/A/R/LH shall be solely responsible for all commitments incurred or assumed by it during the term of this Agreement or thereafter, and CGI shall not be held responsible in any manner therefore, irrespective of any suggestion or recommendation with respect thereto by CGI or any of its employees or representatives unless CGI has expressly agreed in writing to assume the responsibility.

8. GENERAL PROVISIONS

a. Required Consents: CGI and D/A/R/LH represent to the other that the execution, delivery or performance by such party of this Agreement (i) requires no consent of any third party, and (ii) does not and will not (A) contravene or conflict with the articles of incorporation, bylaws or other organizational documents of such party, (B) contravene or conflict with or constitute a violation of any provision of any law, regulation, judgment, injunction, order or decree binding upon or applicable to such party or any of its assets or properties, or (C) constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of such party.

b. Assignment: This Agreement is personal and may not be transferred or assigned by D/A/R/LH without the prior written approval of CGI. CGI may assign this Agreement without the prior approval of D/A/R/LH.

c. Governing Law: This Agreement shall be governed by the laws of the State of Indiana as applied to contracts entered into and to be performed entirely within the State of Indiana, without application of conflict of laws principles. Any dispute arising out of this Agreement shall be resolved through binding arbitration under the auspices and rules of the American Arbitration Association, which arbitration shall be conducted in Westfield, Indiana. Both parties agree to waive the right to seek class relief in arbitration. The prevailing party, in addition to all other amounts such party shall be entitled to receive from the other party, shall be paid by the other party a reasonable sum for attorney's fees and costs.

d. Independent Contractor Relationship: This Agreement shall not result in or permit either party to become the legal representative or agent of the other. Neither party has the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name of, or on behalf of the other party. Each party's responsibilities hereunder are strictly those of an independent contractor. Nothing herein shall cause the parties to become principal and agent or franchiser and franchisee, nor shall any relationship arise other than that of an independent contractor.

e. Notices: All notices, consents, approvals or other notifications to be given or made under this Agreement may be effected in writing by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of three (3) days from mailing. Mailed notices shall be addressed to the parties as their addresses appear above, but each party may change its address by written notice, in accordance with this section.

f. Non-Waiver of Rights: Failure of either party hereto to enforce any provisions of this Agreement, or any rights with respect thereto, or failure to exercise any election provided for herein shall in no way be considered to be a waiver of such provisions, rights or election, or in any way affect the validity of this Agreement. The failure of either party to exercise any of said provisions, rights, or elections shall not preclude or prejudice such party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under this Agreement.

g. Severability: If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

h. Amendment: No amendment, change, modification, or alteration of the terms and conditions of this Agreement shall be binding upon either party, unless in writing and signed by the parties.

i. Titles: The titles used in this document are for reference purposes only and are not to be given substantive meaning in interpreting this Agreement.

j. Exhibits: If an Exhibit is referred to in this Agreement and is applicable, it is attached hereto, and each such Exhibit is hereby incorporated by reference and made a part hereof as if fully set forth herein.

IN WITNESS WHEREOF, this Agreement is executed as of the date first above-written.

Crossbow Group Inc.

BY: _____

ITS: _____ **(title)**

Printed _____

BY: _____

ITS: _____ **(title)**

Printed _____