

#### The Insignia "Complete-Confidence" Guarantee

The Insignia "Complete-Confidence" Guarantee is built with the goal of implementing a profitable, consistent accessory sales process in your dealership. We are so confident in our training, process, system and customer service, that we guarantee results or your money back. Sign up for our "Guided Development Program"; use the Insignia Accessories System; and the Insignia Process and your store will double its accessory sales in 6 months or your money back.

#### **Terms and Conditions**

#### **Eligibility**:

To be eligible to participate in the Insignia "Complete-Confidence" Guarantee Program you must be a franchise dealer located in the continental United States who, (a) sells vehicle of the brands currently supported by Insignia. The vehicle brands supported by Insignia can be found at our web site:

www.igaccessories.com/ultimate; (b) sign a "new" Affiliate Dealer Agreement for a minimum term of one year; (c) agree to participate in the Insignia Guarantee Program according to the terms and conditions of this promotion. (d) must complete all implementation steps below before eligibility begins.

### **Implementation Steps**

The following are the required steps prior to the six (6) month guarantee period:

- 1. Sign our Affiliate Agreement and "Guided Development" Training
- 2. Complete Administration Webinar Training, which shall include the set up of all pricing mark ups and labor rates within the system;
- 3. Complete an in-store sales process consultation and training;
- 4. Use the Insignia System and Process for six (6) continuous months.

# Requirements:

The following are the requirements that must be met without exception, variation, or deviation to qualify for the Insignia "Complete-Confidence" Guarantee (a "Qualifying Dealer"):

- 1. You must meet the eligibility requirements listed above.
- 2. Schedule your in-store training according to our Guided process. The sales training will be scheduled according to the dealer's discretion, but must be conducted and completed prior to the six (6) month guarantee period.
- 3. You must incorporate the Insignia Sales Process recommendations for the following:
  - a. <u>Set Up:</u> Determine the proper time to present accessories; establish a sales pay plan for accessories and identify your "Accessories Champion."
  - b. <u>Vehicle Sales Presentation.</u> At the appropriate time as determined by your business rules, at least 70% of your new vehicle buyers must be presented with the dealership's Insignia Accessories System. The sales person or accessories manager, or some other designated dealership representative will create a user account for each customer.

Accessories purchased during the sales process are then entered into the customers shopping cart and sent to the dealership fixed ops departments and/or sales departments.

--OR--

- c. <u>Vehicle Service Presentation.</u> At the appropriate time as determined by your business rules, 70% or more of customers receiving service must be presented the dealership's Insignia Accessories System. The customer is shown their vehicle in the system along with the availability of creating a cart and purchasing items in the store. Orders that are completed in the service drive or service waiting area are sent to the dealerships fixed ops departments.
- 4. All accessory purchases made by a customer at the time of vehicle sale or vehicle service must be placed and fulfilled through the Insignia Accessories System.
- 5. You have complete control over the retail selling price of ALL accessory items in the Insignia Accessories System. As a suggestion, to achieve a reasonable "return on investment" a margin in excess of your cost of the accessory item must be established, therefore:
  - a. You should sell accessories at the established Manufacturer's Suggested Retail Price (MSRP) or;
  - b. A minimum of 30% "mark up" (whether this is one or a combination of a parts and sales markups) and a maximum of 75% "mark up" should be added to the cost of the accessory items sold (including labor charges).

# Definition of "Doubling Accessories Sales":

At the time of signing an agreement with Insignia, you will disclose financial information specific to your current monthly average accessory sales for the past twelve (12) months. Insignia will use this average as the benchmark starting point. Six (6) months after establishing your process and continuous use of the Insignia System, we will compare your current average over the six month period to your twelve (12) month "starting" point.

#### Metrics for Measurement:

The Insignia System tracks and reports various usages metrics, such as:

- 1. <u>Number of Logins</u>: reports the time, date and length of time of a registered user which includes customers, administrators, sales people, and/or sales manager's logging into the system with a user name and password. Dealers following a consistent sales process would have a minimum per day login count equal to the number of daily vehicle sales or service appointments.
- Product views: Insignia tracks the number of times a user (whether logged in or not) looks at an
  accessory item's picture, description and price. Dealers using the Insignia Accessories System on
  a daily basis will have daily product views with a ratio corresponding to vehicles sold and
  serviced.
- 3. <u>Vehicle Searches</u>: tracks and reports the various vehicle searches on the Accessory System for each dealer. The vehicle search will consist of a Year, Model, and Sub-Model (if applicable). Dealers implementing a consistent sales process will see a vehicle searches recorded on their respective Accessory System for each vehicle sold or serviced in the dealership.

# Claims:

In the unlikely event, having completed the training and using both the Insignia Accessories System and the Insignia Sales Process, you do not double your accessory sales (as defined herein) the following steps must be taken to file a claim for a credit:

- 1. Within 30 days of the end of the 6 months period of the Insignia "Complete-Confidence" Guarantee, you must request reimbursement in writing, by sending your request to <a href="mailto:customerservice@insigniagroup.com">customerservice@insigniagroup.com</a>.
- 2. Insignia may request all or part of the following to be submitted with the claim. All requested items must be received by Insignia within 10 business days of the initial request:
  - a. Number of vehicles sold or serviced for the claim period.
  - b. A reporting of specifications (Year, Make, Model) of the vehicles sold or serviced during the claim period.
  - c. Total Accessories Sales (not including Port or Factory Installed) as reported in the dealer's financial statement for the claim period as well as for the previous twelve (12) months.
- 3. Insignia will review records of usage for the claim period, including number of logins; number of product views, number and specifications of vehicles searched and number and total sales of orders placed through the Accessory System and compare that data to the claim data sent by the dealer.
- 4. To be eligible for a refund, the following minimum thresholds must be met:
  - a. The number of registered customers in the Insignia System must be equal to at least 70% of the number of vehicles sold or 70% serviced in the dealership for the six month guarantee period. This means that if 100 cars are sold or serviced, there should be a minimum of 70 new customer accounts registered for that year.
  - b. The number of vehicle searches should be equal to 70% of the number of vehicles sold or serviced.
  - c. The number of product views should be equal to twice the number of 70% of the vehicles sold or serviced. This means that if 100 vehicles are sold or serviced, then there should be a minimum 2 times 70 or 140 product views. This would equal 2 products viewed per vehicle.
  - d. Anything less than all or one of the above thresholds will indicate that less than 70% of the time the dealer did not present the customer with accessories and therefore would not be consistent with the requirements of this promotion.
- 5. Your account must be current with all invoices paid in full.
- 6. Processing of your claim and refund, may take up to 4 weeks after Insignia has received all requested information from dealer. Insignia will refund all monies collected and your agreement with Insignia will be terminated.

Insignia reserves the right, at any time and for any reason without notice to the Dealer, to update, revise, supplement, and otherwise modify this Program Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Insignia System following will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

<u>Dealer Agreement</u>	
I,	, acting as an "agent" of
	dealership, hereby agree to the rules,
terms and conditions of this promotion.	
Signature:	
Title:	
Date:	