



Order Form & Agreement

GATHER INFORMATION	DEALER INFORMATION	EFFECTIVE DATE
Gather		
1343 Shadow Lane		RESELLER
Ft. Myers, FL 33901		

This Agreement between Gather Revenue, Inc., a Delaware corporation with its principal offices located at 1343 Shadow Lane, Ft. Myers, FL 33901, United States, and the party identified above ("Dealer"), which the parties acknowledge and agree is subject to and incorporates herein by this reference the then-current Standard Terms and Conditions Agreement made available at <http://gather.technology/terms>, is made and entered into as of the date executed below (collectively, the "Agreement"). The individual signing below represents that he or she has full authority to execute this order and the standard Agreement on behalf of Dealer.

Pricing Schedule

Identity & Insurance Verification with Fraud Guarantee

The cost for Gather's identity and insurance verification service, with the Fraud Guarantee, is \$99 per month per location plus \$2.07 per customer processed. Each Gather User Station: Mini (G.U.S. Mini) starts at \$250 plus tax and shipping.*

*If you would like Gather to configure your own technology for processing customers, the minimum cost is \$500.

On-Demand Auto Insurance

Provided the dealer titles the car with the new owner within 7 days, Gather's On-Demand Auto Insurance initiation fee starts at \$200 per policy placed with the exact cost varying by state. If the consumer desires to maintain the policy after the 7-day period, the consumer pays a weekly rate which is determined by car value and state requirements.

ACH Wire Information	
Bank Name	
Bank Routing Number	
Bank Account Number	

—OR—

Credit Card Information			
Credit Card Type		Expiration Date	
Credit Card Number		Code	
Card Holder's Name			
Billing Address			

I confirm that I have read and understood all Standard Terms and Conditions as made available on Gather's website and incorporated herein.

The undersigned hereby confirms the terms of the above agreement and agrees to the terms hereof; including the terms and conditions contained in the following Schedules and Amendments. Additionally, the undersigned agree they have the authority to execute this agreement and authorize charges. The monthly fees and per customer fees will be charged on or around the 5th of each month.

Client Signature: _____ Date: _____

Printed Name: _____ Title: _____

Gather Signature: _____ Date: _____

Printed Name: _____ Title: _____

Schedule A: Term & Fee Schedule

- A. **Term.** The initial term of this Agreement shall commence as of the Effective Date and will remain in effect through the first twelve months following the Effective Date. Following the initial term, this Agreement will automatically renew for additional, successive one (1) year terms. Except as may be provided elsewhere in this Agreement, either Party may terminate at any time by delivering written notice of its intent which will take effect sixty (60) days from receipt of the cancellation intent.
- B. **Payments From Dealer.** For each month, or portion of any month, Gather is operational in at least one of Dealer's locations, Dealer will pay Gather's Monthly fees.
- C. **Features.** The Gather "Verification" service verifies the identity and active insurance status of the consumer at the time they went through the Gather process.
- D. **Gather Guarantee: Fraud.** If the bona fide consumer passes both of Gather's identity and insurance verification and then the Dealer experiences a vehicle loss due to fraud, Gather will reimburse the Dealer the cost of the loss up to the actual loss or an MSRP of \$299,999.00 per incident (whichever amount is lowest) and an aggregate of \$1,000,000 for all claims made by any dealer. The Gather Guarantee: Fraud does not apply if the Dealer intentionally conceals or misrepresents any important fact about the vehicle transaction, acts unlawfully, or engages in dishonest, fraudulent, criminal, or illegal activities.
- E. **Gather Guarantee: Policy.** If the bona fide consumer passes Gather's identity and insurance verification, and the dealer executes the GatherRe policy before the customer gets into an accident, then Gather guarantees that the customer's insurance will cover the damages. If not, Gather will. The policy is effective for up to 8 days after the purchase of the vehicle or until your dealership receives funding on the finance contract, whichever comes first.

The complete terms and conditions of the Gather Guarantee: Fraud & Policy are made available at <http://gather.technology/terms>.

Schedule B: On-Demand Auto Insurance Program

Whereas Gather desires to provide the Dealer with technological and administrative services to connect a dealer with an On-Demand automobile P&C policy for their customers (“**On-Demand Auto Insurance**”)

Whereas Dealer shall not be a license insurance entity

Whereas Dealer will provide to Gather the customer permission, information and non-policy paperwork necessary for Gather to initiate, create and bind in the name of the car purchaser a state compliant insurance policy that covers the automobile being purchased using the Gather Software for a set weekly fee per bound policy which varies by car value and state requirements.

Whereas Gather shall employ state compliant technology, administration services, and licensed personnel or partners to execute the on On-Demand program;

Whereas Gather shall offer the On-Demand program directly to the customer including enrollment in auto-pay functionality for additional term;

Terms:

- 1) In a commercially reasonable period of time, Gather will provide Dealer the Proof of coverage of the consumer who has completed the enrollment in the On-Demand insurance product.
- 2) When needed, Dealer will collect from the consumer necessary signed documents from the customers and make them available to Gather.
- 3) Dealer agrees the terms of the On-Demand insurance Binder encompass the entire understanding between Gather and the Customer as to the scope of the On-Demand Auto Insurance product.
- 4) Dealer agrees to remit to Gather via ACH or Credit Card monthly all recurring fees and per incident for all policy fees at the time the insurance Binder is issued and further authorizes Gather to make these transactions without further approval.
- 5) Dealer agrees they have been provided with the Terms and Conditions of the On-Demand Auto Insurance program, and that these terms may change over time, and those changes will become effective immediately upon notice to the dealer.

Installation Amendment

DEALER CONTACT INFORMATION			
Primary Contact Name		Phone #	
Emergency Contact Name		Phone #	
GM Contact Name			
GSM Contact Name			
F&I Lienholder Contact Name			
F&I Email Address			
F&I Phone #		F&I Fax #	

DEALER LOCATION INFORMATION					
#1	Dealership Name			Dealer DMS/Client #	
	Dealership Address				
	Dealership Hours				
	Contact Name			Contact Email	
	Contact Cell Phone			Kiosk Order Quantity	
	Program Selections	Identity & Insurance Verification		On-Demand Auto Insurance	

#2	Dealership Name			Dealer DMS/Client #	
	Dealership Address				
	Dealership Hours				
	Contact Name			Contact Email	
	Contact Cell Phone			Kiosk Order Quantity	
	Program Selections	Identity & Insurance Verification		On-Demand Auto Insurance	