

SAFEGUARDS AGREEMENT

This Safeguards Agreement (“**Agreement**”) is entered into by and between Dent Wizard Warranty Company, LLC, a Delaware limited liability company (“**DWWC**”); Sonsio International, Inc. (“**SII**”), Sonsio International of Florida, Inc. (“**SIF**”), Sonsio International of Wisconsin, Inc. (“**SIW**”), all Colorado corporations; Sonsio Warranty Company, LLC, a Colorado limited liability company (“**SWC**”) (collectively, SII, SIF, SIW, and SWC are referred to herein as “**Sonsio**”) (together, DWWC and Sonsio are referred to herein as “**Service Provider**”); and the dealership entity identified below (including any affiliated entities, collectively, “**Dealer**”) this ____ day of _____, 20__.

WHEREAS, Dealer is subject to the FTC Safeguards Rule, 16 CFR 314, *et seq.* (the “Safeguards Rule”); and

WHEREAS, Dealer and Service Provider engage in ongoing business dealings whereby Service Provider has access to customer information (as that term is defined in 16 CFR 314.2(d)) relating to Dealer’s customers (“Customer Information”); and

WHEREAS, the Safeguards Rule requires Dealer to ensure the security of Customer Information which may be provided to Service Provider or to which Service Provider otherwise has access.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties’ desire to continue their course of dealing and the parties’ mutual intent to comply with the Safeguards Rule as applicable to their respective operations, the parties agree as follows:

1. Service Provider represents and warrants that it is capable of implementing all safeguards necessary to protect Customer Information in a manner to adequately satisfy the direct or indirect requirements of the Safeguards Rule and all other applicable data security laws.

2. Service Provider further represents and warrants that it shall implement and maintain such safeguards as are necessary to protect the Customer Information provided by or accessed through Dealer from unauthorized disclosure or use, using all reasonable means, or as Dealer may from time to time require.

3. Service Provider further represents and warrants that, as of the date hereof, it employs and maintains the following safeguards for the protection of Customer Information (check all that apply):

- Written data security policy and procedures
- Training of relevant employees with respect to the Safeguards Rule and its application to Service Provider’s operations and obligations
- Properly configured firewall(s) controlling access to IT network
- Data encryption (in transit and at rest)
- Access controls (unique end-user credentials, strong passwords, etc.)
- Endpoint detection and response/continuous network monitoring
- Network vulnerability scanning
- Multi-factor authentication
- Cyber liability insurance policy

- Network assets kept behind lockable doors
- Paper records kept in locked spaces/lockable cabinets
- Video surveillance of areas containing physical files/network access

4. Service Provider shall, at least annually or otherwise at Dealer's request, provide an updated written description of the safeguards it employs and confirmation of their use.

5. Service Provider will only access, process, store, and disclose Customer Information as necessary or convenient to perform its contractual duties for Dealer and its customers, and will only store and maintain Customer Information for as long as necessary to perform its obligations under any contract with Dealer or Dealer's customers, or for other legitimate business purposes.

6. Service Provider shall inform Dealer of any known unauthorized access to or use of Customer Information within five days of the discovery of such access or use, and shall permit the Dealer or its representatives to review and confirm its safeguards from time to time without additional compensation.

7. This Safeguards Agreement shall remain in effect until revoked in writing by either party; provided, however, that the Safeguards Rule may require Dealer to terminate any contractual relationship with Service Provider in the absence of a contract substantially in the form of this Agreement.

8. Service Provider shall indemnify, hold harmless and defend Dealer (including its officers and employees) from and against all claims and suits by third parties for damages, losses, and expenses (including Dealer's reasonable attorney's fees) arising out of, or resulting from, Service Provider's performance under this Agreement of the breach thereof, including any and all causes of action based in whole or in part upon allegations of negligent or intentional acts on the part of Service Provider.

9. Service Provider's obligation to protect Customer Information subject to this Agreement shall survive the termination of this Agreement and shall endure until all such Customer Information is properly disposed of pursuant to the terms of the Safeguards Rule.


DEALER

By:

Its:

SERVICE PROVIDER

Dent Wizard Warranty Company, LLC



By: Tammy Conner

Its: SVP

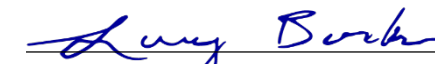
SERVICE PROVIDER

Sonsio International, Inc.

Sonsio International of Florida, Inc. Sonsio

International of Wisconsin, Inc. Sonsio

Warranty Company, LLC



By: Larry Barker

Its: COO