

Approved Dealer Agreement

ACCESS ROADSIDE ASSISTANCE APPROVED DEALER AGREEMENT

This Agreement, effective this ____ day of _____, 20____, by

and between

hereinafter designated as "Dealer", and the Access Logistics Group Ltd. hereinafter designated as "Company".

The Company hereby authorizes the Dealer to sell Access Roadside Assistance Memberships (hereinafter called "Membership" or "Memberships") on the Company's behalf.

As an approved Dealer, the Dealer will be permitted to purchase the Company's Memberships at Wholesale Prices and Re-sell them at Retail Prices determined by the Company. These Wholesale and Retail Prices will be determined according to the table shown below. Wholesale and Retail prices will only be changed according to written notice to be provided by the Company. Dealer hereby agrees not to change the Retail Prices of the Memberships without written authorization from the Company. The difference between the Wholesale and Retail Prices quoted below will be the Dealer's profit and will be referred to as Dealer's Markup. These prices will be valid until further notice.

Membership	Wholesale Price	Retail Price	Dealer Markup
Basic	\$39.95	\$69.95	\$30.00
Advantage	\$54.95	\$99.95	\$45.00
Family	\$89.95	\$159.95	\$70.00
Premium	\$139.95	\$249.95	\$110.00
Elite	\$264.95	\$495.95	\$231.00
Motorcycle	\$24.95	\$49.95	\$25.00

The Dealer acknowledges that Memberships are not an insurance product and are not to be used as a service, maintenance or warranty package except as outlined in Membership terms and conditions. All new Memberships sold by Dealer will have identical rights, privileges and benefits as those Memberships sold directly by the Company with one difference, if a new Member who purchased their Membership through the Dealer needs any services from the Company within 10 business days of activating their Membership, such services will be provided by the Company according to the terms and conditions of the specific type of Membership sold but the wholesale cost of these services will be billed directly to the Dealer. Dealer acknowledges that this condition is to prevent the use of Memberships as a service or maintenance contract. All services offered by Access Roadside Assistance are provided according to the specific terms and conditions of each Membership type. See Access Roadside Policy and Procedures for specific Member benefits for each Membership type. Dealer hereby agrees to notify new Members that they should read Membership benefits on Company's website: Accessroadsideassistance.com and that they have 30 days from date of purchase to activate their Access Membership cards on this website.

Section 1 - Dealer's Authority

The Dealer shall have full power and authority to sell Memberships on behalf of the Company directly to his clients. It is agreed and understood that the Company will give the Dealer 90 days notice concerning any changes

to this authority. In exercising this authority, the Dealer shall comply with the guidelines as issued by the Company which may be revised from time to time.

Section 2 – Membership Renewal Commissions

The Company hereby agrees to pay the Dealer a commission equal to the Dealer's Markup on each and every annual renewal of every membership sold by the Dealer.

A. A report of Renewal Membership commissions due shall be provided monthly by the Company to the Dealer so as to reach the Dealer's office no later than the fifteenth day of the following month, or

B. With the Company's consent, the Dealer may elect to provide a monthly statement of the new and renewed Membership business placed by the Dealer with the Company.

C. Commissions due the Dealer on renewal business shall be paid within 30 days after the end of the month in which the renewal fees were collected by the Company. However, if the Dealer is in arrears on any funds owed to the Company, the Company shall have the right to retain the commission income payable to the Dealer to satisfy such indebtedness. Any amount received by the Company in excess of the Dealer's indebtedness shall be remitted to the Dealer.

Section 3 – Direct Contact by the Company to Membership Holder(s)

A. The Company is permitted to contact any Membership holder with any promotion, offer, or surveys that would be considered appropriate for the Membership holder.

B. The Company is permitted to directly contact any Membership holder with the intent of offering renewal services to the Membership holder.

C. The Company is permitted to contact any Membership holder with 30 days advance notice of change to any conditions to the Membership services.

Section 4 – Agreement Termination

A. The Company may terminate this Agreement in writing without prior notice upon occurrence of one or more of the following events:

1. On the effective date of the sale or transfer or merger of the Dealer's business to a successor firm, unless as stated in Section 5, this Agreement has been assigned to the successor firm with the consent of the Company.

2. The Dealer becomes the subject of an involuntary or voluntary petition in bankruptcy, becomes insolvent or ceases to carry on business.

3. Failure of the Dealer to remedy a breach of contract and provide evidence thereof within (10) ten days after the receipt of written notice from the Company.

4. The Dealer abandons the business.

B. Except as provided under paragraph A of this section, the Company or the Dealer may also terminate this agreement by giving 90 days' prior written notice to the other party subject to the following provisions:

1. The Company shall, prior to giving 90 days' advance notice of termination, make an effort to work with the Dealer to avoid termination by establishing a period of rehabilitation, provided that the Dealer and the Company agree on a rehabilitation program outlining specific goals and a time period within which these goals shall be achieved.

2. The conditions which are to apply to the Dealer during the said period of rehabilitation shall be supplementary to, and not in place of, its obligations under this Agreement.

C. If this Agreement is terminated under paragraph B of this section, the Company agrees to continue active Memberships at mid-term, unless, in the Company's opinion, the current Membership does not meet the Company's guidelines.

Section 5 – Sale or Transfer of the Dealer's Business

The Dealer agrees to give the Company prior notice of any sale or transfer of the Dealer's business or its merging with a successor firm.

Upon receipt of this notice, the Company will allow one of the following:

1. The assignment of this Agreement to the successor; or
2. Entering into a new Dealer Agreement with the successor; or
3. The termination of this Agreement as provided in Section 4 of this agreement.

Section 6 – Changes to the Agreement

A. The Company may amend this Agreement by giving the Dealer 90 days' prior written notice of its intent to revise this Agreement.

The notice shall state the proposed revisions and their effective date or dates.

Section 7 – Hold Harmless

The Company shall hold the Dealer harmless from any civil liability resulting from the Company's error or omission in services performed under this Agreement. Such indemnification shall include reasonable legal fees incurred in connection with the investigation or defense against any claim. Upon receiving notice of any claim that would be covered by this section, the Dealer shall notify the Company within 5 days.

Section 8 – Conditions

A. The provisions of this Agreement shall be subject to all applicable laws of the Province of British Columbia where the Company is domiciled and any applicable Federal Canadian laws.

B. Any stock or materials furnished by the Company for the use of the Dealer shall remain the property of the Company and shall be returned to the Company at its request.

C. The Dealer is an independent contractor and not an employee of the Company. The Company, therefore, shall not be responsible for Dealer expenses such as rent, transportation, sub-producer fees, postage, personal local license fees or any other Dealer expenses.

D. This agreement supersedes any and all previous Dealer Agreements whether written or oral between the Company and the Dealer, and shall remain in full force and effect until it is terminated as provided herein.

E. Electronic transmission of this agreement and any subsequent addendums by facsimile or email shall be considered legally binding provided both parties acknowledge receipt of such transmissions and each party's approval of the agreement and subsequent addendums are clearly stated.

This Agreement has been executed by the parties hereto on this _____ day of,
_____, 20_____.

_____ of Access Logistics Group Ltd.

Authorized Company Representative

_____ of

Authorized Dealer Representative