



My GM Partner Perks – Multi-Location Fleet Benefits Program Agreement

Effective / / , (“Effective Date”)

General Motors, having an office at 6200 Grand Pointe Drive, Grand Blanc, Michigan, 48439 (“GM”), and

(Complete Business Name & Account Number)

(Business Address)

(Business City, State, Zip Code)

hereby enter into this My GM Partner Perks – Multi-Location Fleet Benefits Program Agreement (“Agreement”).

GENERAL PURPOSE

GM is offering a nationwide My GM Partner Perks – Multi-Location Fleet Benefits Program (“Program”) in which qualified Fleet Accounts can participate. The Program is designed to provide certain benefits that help Fleet Accounts increase profitability and improve overall operating efficiency. This Agreement sets forth the terms and conditions for participation in the Program.

The Fleet acknowledges that this Agreement immediately cancels, terminates, and supersedes any and all previous programs and agreements between GM and the Fleet, including the Key Fleet, XFLT, Professional Service Center, and Total Service Support Programs, and that the terms of any such previous programs or agreements are no longer applicable. **This Agreement will not circumvent any existing parts procurement contracts, and is not a parts procurement contract.** The Fleet represents, warrants and agrees that the Program is not considered an impermissible gift or gratuity and is in accordance with all applicable federal, state, and local rules, regulations, and/or gift policies.

Program Eligibility Requirements

In order to receive the benefits associated with the Program, and to be identified as part of the Program, the Fleet must meet the following requirements:

- Meet the GM definition of “Fleet”: A business or governmental unit that owns or leases and operates fifteen (15) or more motor vehicles for purposes of conducting the business of the subject business or governmental unit. The Fleet acknowledges and agrees that GM may revise this definition from time to time, and the Fleet agrees to comply with such revised definition. Independent Service Centers, Retail Service Centers, Dealers, Jobbers, Warehouse Distributors, or any other entities that do not meet the GM definition of Fleet are not eligible to participate in this Program.
- Service your own fleet vehicles/equipment in house.
- Make GM parts your first choice for quality automotive parts/products and purchase the required minimum annually of GM parts/product as stated in the program benefits handbook.
- Payment of the enrollment fee(s) or benefit charge(s) if applicable.
- **This agreement will not circumvent any existing parts procurement contracts, and is not a parts procurement contract.**
- The Fleet represents, warrants and agrees that the GM Partner Perks is not considered an impermissible gift or gratuity and is in accordance with all applicable federal, state, and local rules, regulations, and/or gift policies

Program Features/Benefits



By meeting and maintaining the Program eligibility requirements, the Fleet may take advantage of the Program benefits outlined in Exhibit A, which may be amended from time to time as set forth on acdelco.com or myGMPartnerPerks.com.

Data License

Subject to the terms set forth in this Agreement, you hereby grant GM a non-exclusive, worldwide, royalty free license, during the Term of this Agreement, to receive, maintain and use your contact information and your owner's contact information (together, "the Data") in accordance with the GM Privacy Statement found at www.gm.com/privacy and for the purpose of introducing opportunities, marketing, increasing profitability, improving overall operating efficiency, and for any other business purpose determined solely by GM to carry out the purpose of this Agreement.

Data Sharing

GM agrees that it will not use or disclose the Data except as authorized by this Agreement, as required by law, in conjunction with a government inquiry, or in litigation, or dispute resolution. You acknowledge and agree that GM may share the Data within GM, GM's affiliates, GM dealers, a Direct Account, or other third-party vendors that will provide services to carry out the purpose of this Agreement.

You agree that you shall not provide any Data to GM without first providing notice of your privacy practices to any applicable third party data subjects and obtaining any and all required third party consents, including, but limited to, your employees and technicians. You further agree to maintain all required consents and provide proof of such consents upon GM's request.

Providing SSN or EIN is required as a part of this Program for the purposes of a taxable incentive is paid. Use of SSN / EIN / Duns will be used only in the event a taxable incentive is paid for a promotion run through the My GM Partner Perks.

Data Security

GM will establish and maintain commercially reasonable technical, physical, and administrative safeguards against the theft, loss, modification, inappropriate use, unauthorized access or disclosure, of the Data, including, but not limited to, appropriate safeguards to restrict access to the Data to those employees, agents or contractors of GM who have been specifically authorized by GM to have access to such information to carry out the purpose of this Agreement.

Term

This Agreement will become effective on the Effective Date and will continue for 12 months ("Term"), until terminated as provided for herein. This Agreement shall automatically renew each year unless one party notifies the other party of its intent not to renew this Agreement upon 30 days written notice prior to the effective date of the renewal term.

Termination

GM or the Fleet may terminate this Agreement at any time upon 30 days written notice to the other party. In addition, the Fleet's noncompliance with the eligibility requirements set forth above is grounds for GM to terminate this Agreement or remove the Fleet from the Program. Upon any termination of this Agreement, the Fleet will not be entitled to a refund of any cost paid by the Fleet or any benefit associated with the Program.

Assignment

This Agreement is not assignable by the Fleet.

Relationship

This Agreement does not make either party the agent or legal representative of the other for any purpose, nor does it grant either party authority to assume or create any obligation on behalf of or in the name of the



other. It is expressly understood and agreed that neither party has any fiduciary relationship or fiduciary obligations to the other party.

The Fleet acknowledges that (1) aside from the charges for items listed under the Program eligibility requirements, it has not paid any fee or other consideration for this Agreement, and (2) this Agreement does not constitute a franchise agreement between the parties and agrees not to make such an assertion against GM in the future.

Notice

All notices and demands of any kind which either party may be required to or desire to serve upon the other under the terms of this Agreement shall be in writing and shall be served by personal service or by first class mail, postage prepaid, at the designated address of the receiving party, and shall be deemed complete ten days after mailing.

Applicable Law

The validity, performance and construction of this Agreement shall be governed by the laws of the State of Michigan.


Validity

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly affect the parties' intent in entering into this Agreement.


Agreement

This Agreement, and any addenda or exhibits attached hereto or referenced herein which are hereby expressly made a part of this Agreement, constitute the entire agreement between the parties relating to the participation by the Fleet in the Program and supersede all previous communications, representations or agreements, either oral or written, with respect to the subject matter herein. No representations or statement of any kind made by any representative of GM, which are not stated herein, shall be binding on GM. No additions to or modifications of any provision of the Agreement shall be binding on GM unless made in writing and signed by a duly authorized representative of GM. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement this Agreement. GM reserves the right, in its sole discretion, to modify the Program terms, the Program requirements, minimum purchase levels, or the Program benefits, or even to discontinue the Fleet's participation in the Program and/or the entire Program itself, upon thirty days written notice to the Fleet.


By signing the Agreement, you indicate that you understand and agree to the Program as described above, including the eligibility requirements, and that you wish to participate in the Program. The below signatory further represents that he/she is an authorized representative of the Fleet and empowered to sign this Agreement on the Fleet's behalf.




(Fleet Account Business Name)



(Fleet Owner/Manager Name)



(Fleet Owner/Manager Signature) **E Signature**



(Date)

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Exhibit:
A – Program Benefits B – Participant Locations

SAMPLE

Exhibit A - Program Benefits

Program Benefit Package Name	Perks+	Pro Perks++
Annual Fee	\$0	\$0
Minimum Purchase Year	\$30,000 avg per location	\$60,000 avg per location

TECHNICAL RESOURCES			
ACDelco Training	Instructor-Led Training (ILT)	\$0	\$0
	Service Seminars (SEM) / In-Shop Training		
	Web-Based Training (WBT)		
GM Technical Products	TIS2WEB - Service Programming only	\$995 Annual Subscription	\$995 Annual Subscription
	GM Service Info	\$900 Annual Subscription	\$900 Annual Subscription
Monthly 3rd Party Service Info cost sharing Mitchel 1 & Identifix (one only)	Service Info (All Makes)	\$0	\$50
Technical assistance cost sharing Identifix & Diagnostic Hotline	Tech Assist (Mechanical)	N	3 Free Calls per Month and Discount Plus per Call Thereafter
ACDelco Auto & Equipment Tools Discount (Durofix, Inc.)		N	Y
Bosch Discount		N	Y
CONNECTION E-Business Tools		Y	Y
Diagnostic Hotline Discount - Diagnostic Repair Assistance		Y	Y
Drew Technologies Discount		N	Y
GM Automotive Service Educational Program (GM ASEP)		Y	Y
GM Dealer Equipment Discount		N	Y
Identifix / DirectHit Discount		Y	Y
Midtronics Battery Management Discount		N	Y
Mitchell1 Shop Management Discount		Y	Y
National Automotive Technicians Education Foundation (NATEF)		Y	Y

ASSURANCE BENEFITS		
Labor Reimbursement and Other Labor Hours (OLH) - Mechanical and Collision	\$50 HR 3 hour cap OLH = 3 hr max	Door Rate Capped at \$100 HR OLH = Based on MAPS evaluation
Allstate Roadside (ARS) Discount (Fleet)	Y	Y

MARKETING BENEFITS		
Trade Promotions / Rebates	Y	Y
ACDelco 1Store / Merchandise	Y	Y
ACDelco Uniform & Apparel (available through many outlets)	Y	Y
Image Elements	N	Y - IF REGION APPROVED
Image Enhancement	N	Y - IF REGION APPROVED
10FootWave Discount (Digital Menu Boards & Waiting Room TV)	N	Y - IF REGION APPROVED

MARKETPLACE BENEFITS		
Babcox Subscriptions	Y	Y
GM Vehicle Supplier Discount	Y	Y
Hot Rod Processing Discount (Credit Card Processing)	N	Y



EXHIBIT B –Participant Locations Date: ____/____/____

- Update/Change
 Add New
 Cancel/Delete

GM Representative

Email

Phone

Region/National Fleet Headquarter Point and Rebate Payment Recipient

- Headquarter Point is a Retail Location selling parts & service

XFLT HQ Corporate Name:	
XFLT HQ Contact Person :	
Federal Tax ID # :	
RSC Store Brand Name (if applicable):	

Email:		Phone:	
Street Address:		P.O. Box:	
City:		State:	Zip Code:

Region/National Fleet Program – Participating Store Locations

Account #	6		
Store Name:		Owner/Manager	
Phone:		Email:	
Street Address:		Street Address:	
City:		State:	Zip Code:

Account #	6		
Store Name:		Owner/Manager	
Phone:		Email:	
Street Address:		Street Address:	
City:		State:	Zip Code:

Account #	6		
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Store Name:		Owner/Manager	
Phone:		Email:	
Street Address:		Street Address:	
City:		State:	Zip Code:

Account #	6		
Store Name:		Owner/Manager	
Phone:		Email:	
Street Address:		Street Address:	
City:		State:	Zip Code:

SAMPLE