

## MRAA Dealer-Manufacturer Scorecard Program

### Manufacturer Agreement

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This Agreement ("Agreement") is entered into by and between the MRAA Dealer Solutions LLC ("MRAA DS"), Customer Satisfaction Intelligence ("CSI"), and the undersigned manufacturer ("Manufacturer"). By opting into this Agreement, Manufacturer agrees to the terms outlined below:

#### 1. Program Sponsorship and Dealer Outreach

MRAA DS is producing a Dealer and Manufacturer Scorecard Program for the purpose of encouraging productive communications between manufacturers and dealers, making possible performance improvements in the dealer-manufacturer relationship and to promote positive customer experiences for boat buyers and owners (the "Purpose"). By participating, Manufacturer grants CSI and MRAA permission to contact its dealer network for the Purpose outlined in this Agreement.

#### 2. CSI Responsibilities and Dealer Feedback Collection

CSI will use technology platforms, including email and websites, and provide both a call center and a dedicated team of customer service professionals to collect dealer and Manufacturer feedback. CSI will conduct dealer surveys, on behalf of MRAA DS, via email, using only opt-in contacts from Manufacturer's email list. CSI affirms compliance with CAN-SPAM regulations.

#### 3. Alternate Contact Methods

If email response rates are insufficient, MRAA DS reserves the right to instruct CSI to contact dealers directly by telephone in order to achieve Manufacturer's desired response rate. CSI will attempt up to three calls and leave two voicemail messages, unless otherwise directed. Unsuccessful contact attempts will be documented and categorized in the Call Summary Report.

#### 4. Scorecards and Reporting

MRAA DS and Manufacturer will receive Daily Alerts regarding urgent Action Items identified through Scorecards. Upon program completion, CSI will provide a series of reports enabling Manufacturer to identify areas of concern and develop targeted Action Plans.

#### 5. Consent to Contact Dealers

By supplying MRAA DS and CSI with dealer phone numbers, email addresses, and other contact information, Manufacturer consents to dealer outreach by MRAA DS and/or CSI through chosen communication methods (email or phone call). This outreach is intended solely to gather dealer feedback regarding their experiences with the Manufacturer and its products.

#### 6. Confidentiality

CSI and MRAA DS each agree to maintain the confidentiality of all information provided by Manufacturer. Without prior written consent from Manufacturer or an authorized representative of Manufacturer, MRAA DS and CSI shall not disclose any information that could reasonably lead to the identification of the Manufacturer,

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its affiliates, or subsidiaries, except as necessary for carrying out the Purpose. CSI and MRAA DS acknowledge that dealer lists, and associated data are the exclusive property of the Manufacturer and shall be used only for the Purpose.

### **7. Limited Use of Dealer Responses**

Manufacturer understands and acknowledges that in responding to outreach by MRAA DS and CSI in furtherance of the Purpose, the dealers in Manufacturer's network may provide survey responses, commentary and opinions related to Manufacturer (each a "Response", and collectively, the "Responses") which may be considered negative or unfavorable by Manufacturer. These Responses may in turn be provided directly to Manufacturer by MRAA DS or CSI, or included in compilations of, or reports or other documentation summarizing, analyzing or expounding upon such Responses which may be provided to Manufacturer or to other persons or parties, in keeping with the Purpose, by MRAA DS or CSI. The Responses and the reports based upon the Responses will give Manufacturer the opportunity to make improvements in its services to and relationships with its dealers. Truthful and accurate Responses, especially if negative or unfavorable, will provide the most valuable information for Manufacturer, so it is therefore critical that each dealer feel free to communicate and give constructive feedback without fear of adverse consequences. Therefore, Manufacturer hereby pledges, confirms and agrees that Manufacturer shall not take any adverse action against MRAA DS, CSI or such dealer, including, but not limited to dropping such dealer from its network, adversely modifying such dealer's territory, the quantity, quality or timing of inventory delivery to such dealer, the amount or timing of compensation or support programs to such dealer, or the commencement of legal proceedings against MRAA DS, CSI or such dealer, based upon any Response. MRAA DS, CSI and the dealers in Manufacturer's network are the intended beneficiaries of this Section 7, and MRAA and CSI shall be permitted to inform the dealers in Manufacturer's network of the provisions of this Section 7 prior to requesting Responses from dealers.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS.]

## MRAA Dealer-Manufacturer Scorecard Program

By signing below, MRAA DS, CSI and Manufacturer agree to the terms and conditions of this Agreement.

### Signatures

MRAA Dealer Solutions LLC (MRAA DS)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Customer Service Intelligence, Inc. (CSI)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

[Manufacturer Name] (Manufacturer)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_