

I. DEFINITIONS

“MAZDA Fleet Program” means any program which MAZDA may publish from time to time to any of its Dealers and which MAZDA designates as a MAZDA Fleet Program. MAZDA in its discretion may publish and maintain in effect more than one MAZDA Fleet Program at any one time. As used in any MAZDA Fleet Program, the following terms shall have the following meanings.

“**MAZDA**” means MAZDA North American Operations.

“**Dealer**” means an authorized MAZDA dealer who elects to participate in the MAZDA Fleet Program by submitting an Order or claim to MAZDA under the MAZDA Fleet Program.

“**Eligible Fleet Account**” means a Leasing Company, Commercial Fleet, Daily Rental Company or governmental agency which has purchased and registered (for use in its business or for lease to others) not less than five motor vehicles during the twelve (12) month period or calendar year preceding the date that the Program Period starts, or any other entity designated by MAZDA from time to time in any MAZDA Fleet Program as an Eligible Fleet Account.

“**Eligible Fleet Vehicle**” means a new MAZDA brand motor vehicle of the type identified by MAZDA in the MAZDA Fleet program, which is sold by a Dealer and first registered or title to an Eligible Fleet Account in the United States of America in accordance with the provisions of the MAZDA Fleet Program. No vehicle shall be an Eligible Fleet Vehicle which has been used as a demonstrator or service loaner, or as otherwise determined by MAZDA. No vehicle leased by an Eligible Fleet Account to its customer shall be an Eligible Fleet Vehicle unless such lease is determined by MAZDA to be a bona-fide lease for a term of not less than twelve (12) months.

“**Commercial Fleet**” means a company which purchases Eligible Fleet Vehicles for use by its employees in the conduct of the company’s business, or as otherwise determined by MAZDA.

“**Daily Rental Company**” means a company which regularly engages in the rental of motor vehicles to the general public on a daily, weekly or monthly basis and which purchases Eligible Fleet Vehicles for the purpose of such rentals, or as otherwise determined by MAZDA.

“**Leasing Company**” means a company which regularly engages in the long term lease of motor vehicles to its customers and which purchases Eligible Fleet Vehicles for the purpose of such leases, or as otherwise determined by customers and which purchases Eligible Fleet Vehicles for the purpose of such leases, or as otherwise determined by MAZDA.

“**Dealer Affiliated Leasing Company**” means a Leasing Company to which Eligible Vehicles are sold by a Dealer and which is owned or controlled by Dealer, or any of the immediate or ultimate shareholders or any of their relatives, whether directly or indirectly, as determined by MAZDA.

II. APPROVAL OF ELIGIBLE FLEET VEHICLES

On or before any Order is placed by a Dealer for the sale of Eligible Fleet Vehicles, an application must be submitted to MAZDA, using MAZDA’s Application for Fleet Account Eligibility Form (Form MFP-1) or such other form or document required by MAZDA. MAZDA reserves the right to approve or disapprove any account as an Eligible Fleet Account. Approval by MAZDA in no way constitutes a determination or approval by MAZDA of the creditworthiness of the Eligible Fleet Account, and Dealer shall not rely on any such approval for such purpose. Upon approval, MAZDA will issue the Eligible Fleet Account a unique MAZDA fleet identification number or confirm the account’s number using the most recent publication of the R.L. Polk Fleet Name List or other similar publication selected by Mazda. Such identification number must be specified on all Orders, claims and other communications by Dealer to MAZDA regarding the Eligible Fleet Account.

III. VEHICLE-IN-SERVICE REQUIREMENT

To help assure that all sales of Eligible Fleet Vehicles to Eligible Fleet Accounts are bona-fide transactions, each such Eligible Fleet Vehicle must be (i) placed in use (or leased for use) within thirty (30) days after delivery to the Eligible Fleet Account and (ii) kept in fleet service and not resold by the Eligible Fleet Account for the following periods of time: **six (6) months** if the Eligible Fleet Account is a Daily Rental Company, **six (6) months** if the Eligible Fleet Account is a Commercial Fleet, and **six (6) months** if the Eligible Fleet Account is a Leasing Company.

IV. OTHER

No Agency. MAZDA Fleet Programs do not make either MAZDA or Dealer the agent, partner or legal representative of the other for any purpose. Dealer specifically acknowledges that Dealer’s submission of an application for an Eligible Fleet Account or placing of an Order under a Mazda Fleet Program will not obligate MAZDA in any manner except as specified in the MAZDA Fleet Program.

No Implied Waivers. The failure of MAZDA to require any performance by Dealer under a MAZDA Fleet Program shall not affect the right of MAZDA to require such performance at any time thereafter under such MAZDA Fleet Program or any other MAZDA Fleet Program.

Taxes. MAZDA shall have no liability for any taxes of any kind arising from the sale of a motor vehicle under any MAZDA Fleet Program, or the lease of a motor vehicle sold thereunder.

Interpretation and Modification. Whenever MAZDA is required or permitted under any MAZDA Fleet Program to make any determination or interpretation, the decision of MAZDA in making such determination or interpretation shall be final and binding upon all Dealers concerned. MAZDA at any time may cancel, amend, modify, expand or revoke any MAZDA Fleet Program or any provision thereof, provided that it provides Dealers prior written notice thereof.