

DEALER AGREEMENT

THIS DEALER AGREEMENT ("Agreement") is between Solera Auto Finance LLC ("Company"), and the _____, (Dealer) a _____ (Entity). This Agreement is effective as of ____/____/_____. Dealer is engaged in the retail sale of motor vehicles ("Vehicles") and Dealer offers financing to eligible Vehicle buyers and other obligors, including persons providing surety and guarantors (individually and collectively "Buyers"). This financing is provided under vehicle retail installment sales contracts, security agreements, guarantees and agreements (individually and collectively "Contracts"). Dealer may, from time to time, offer to sell Contracts to Company. This Agreement sets forth the terms and conditions under which Company or its affiliates or subsidiaries buy Contracts from Dealer, and the rights and obligations of Dealer and Company regarding those Contracts. In consideration of the mutual promises and agreements contained in this Agreement, Company and Dealer agree:

- 1. APPLICATION PROCESS.** Company will review credit applications received by Dealer from Buyers who wish to buy Vehicles from Dealer using financing provided by Dealer ("Credit Applications"). The Company will determine, in its sole discretion, whether to buy Contracts involving the applicant Buyer from Dealer and, if so, on what terms to buy such Contracts. If the Company offers to buy such Contract, the offer is valid for thirty (30) days. Final approval and purchase is subject to the Purchase Conditions in Section 4. If Dealer accepts the offer to buy the Contract, the Company shall be promptly notified. Dealer will not submit to Company a Credit Application for a Buyer who does not meet Company's minimum requirements under the applicable Credit Program as defined in Section 2.
- 2. CREDIT PROGRAMS.** Company may provide one or more credit programs to Dealer that establish additional terms and conditions for the purchase of Contracts under the credit program ("Credit Programs"). The terms and conditions associated may be detailed in separate Credit Program guidelines, or other similarly designated documents, and communicated to Dealer. Company may amend or discontinue any Credit Program, in its sole discretion, and communicate the same to Dealer. Dealer's sale of a Contract under the Credit Program on or after the effective date of an amendment will constitute acceptance of that amendment.
- 3. PURCHASE AND SALE PROCESS.** Dealer and Company are under no obligation to sell or buy any Contracts. Company will only buy Contracts offered by Dealer if the terms of the Contract are acceptable and the Contract is using a form or forms acceptable to Company. Upon Dealer's acceptance of Company's offer to buy any Contract, Dealer shall promptly execute and deliver to Company an assignment of the Contract. Title to such Contract will pass to Company when the Company has paid the Purchase Price for the Contract. The assignment shall transfer all Dealer's rights, title, and interest in such Contract and the related Vehicle, including without limitation, a security interest or lien on the Vehicle. If the Dealer fails to execute such an assignment, Dealer agrees that its acceptance of the Purchase Price for the Contract will act as an assignment to the Company of all Dealer's rights, title, and interest in the Contract and the Vehicle, including a security interest or lien on the Vehicle.

After Dealer's acceptance of Company's offer to buy a Contract, Company may still refuse to purchase the Contract if the Purchase Conditions as defined in Section 4 are not satisfied. Company may also refuse to purchase a Contract before the later of the Company's acceptance of the Contract as satisfying the Purchase Conditions (as defined in Section 4) or the payment of the Purchase Price for the Contract, if: (i) the Buyer dies or becomes incapacitated; (ii) the Buyer files for bankruptcy or there is another material adverse change in the Buyer's financial condition; (iii) the Vehicle securing the Contract is lost, stolen, damaged, or suffers a mechanical failure, or a material defect is discovered; (iv)

the Buyer is in a dispute with Dealer; (v) there are facts or circumstances that would constitute a basis for demanding Repurchase of a Contract under Section 9; (vi) Dealer has become insolvent or the subject of a voluntary or involuntary bankruptcy; or (vii) for any other reason determined by Company to constitute a change in circumstance that puts repayment of the Contract at risk. Dealer will repay the Company any part of the Purchase Price or Dealer Compensation paid for Contracts the Company has refused to purchase.

4. PURCHASE CONDITIONS. All of the following conditions must be satisfied for Company to buy a Contract (“Purchase Conditions”):

- a. Company must receive all of the following:
 - i. The original, fully executed and properly completed Contract matching the terms proposed in the related Credit Application and/or the terms of Company’s offer to buy that Contract, satisfying the terms and conditions of the applicable Credit Program, and documented in a form acceptable to the Company,
 - ii. The signed, properly completed Credit Application related to the Contract documented on a form acceptable to the Company,
 - iii. Copies of any Ancillary Product (defined in Section 7(n)) forms evidencing the Buyer’s purchase, if applicable,
 - iv. Any other documentation required by Company under the applicable Credit Program for payment of the Purchase Price and/or for the perfection of the Company’s security interest or lien in the related Vehicle, and
 - v. Any other documentation associated with the Contract that the Company requires per a communication to the Dealer as specified in Section 30.

Company may, in its sole discretion, agree to accept any of these documents in an electronic form created and stored in a manner acceptable to the Company.

- b. Any stipulations or other requirements communicated with Company’s offer to buy the Contract, the applicable Credit Program, or otherwise communicated to Dealer as specified in Section 30, must be satisfied and Company must receive proof of such satisfaction in a form acceptable to it.
 - c. The Vehicle must have been delivered to and accepted by Buyer without dispute or claim by Buyer.
 - d. Each of the representations, warranties, and covenants in Section 7 must be true, accurate, and correct as to such Contract.
 - e. Dealer must not be in default of this Agreement.
 - f. Buyer must not be in default under the Contract.
- 5. PURCHASE OF CONTRACTS AND RECOURSE.** Unless otherwise stated, Dealer will sell each Contract to Company without recourse, but still subject to the Repurchase obligations in Section 9.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF A DEALER.** As of the effective date of this Agreement, for each date Dealer forwards a Credit Application to Company, Dealer submits a Contract for sale to Company, and Company buys a Contract, Dealer represents, warrants and covenants:
- a. **Organization:** Dealer is a corporation, limited liability company or limited partnership, duly organized, validly existing, qualified and authorized to transact business in, and is in good standing under the laws of the jurisdiction of its organization and each jurisdiction in which it performs or will perform its obligations under this Agreement. Dealer shall notify Company of any DMV or other state agency claim, action or proceeding or any floorplan finance claim within 3 business days.
 - b. **Capacity, Authority, Validity:** Dealer has the power, authority and legal right to execute, deliver, and perform this Agreement and its obligations under it. This Agreement is enforceable against Dealer in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, and other laws relating to or affecting creditors' rights generally and by general equity principles.
 - c. **Licenses:** Dealer is, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as currently conducted, and to enter into and perform the transactions contemplated under this Agreement.
 - d. **Compliance with Law:** All business practices, acts and operations of Dealer comply with all applicable federal, state and local laws, regulations and ordinances.

Each of the above representations, warranties and covenants is material to Company's purchase of a Contract. These representations, warranties and covenants are not waived if Company buys a Contract knowing that a representation, warranty, or covenant has been/is breached.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEALER WITH REGARD TO EACH CONTRACT.** As of each date Dealer submits a Contract for sale to Company and Company buys a Contract under this Agreement, Dealer represents, warrants and covenants to Company the following regarding the Contract being bought.
- a. **Furnished Information.** Dealer furnished Company all credit information received by Dealer relative to the Credit Application and Contract and such information is true, complete and accurate. All statements, documents and information furnished to Company by Buyer, Dealer and all other persons are accurate, complete and true.
 - b. **Buyer.** Each Buyer has completed and signed a Credit Application and has expressed a definitive interest in purchasing a Vehicle on credit from Dealer or has otherwise provided Dealer with written authorization to obtain a consumer report. Buyer has full legal capacity to enter into the Contract, and Buyer is a bona fide good faith purchaser in the ordinary course of Dealer's business.
 - c. **Buyer's Identity.** Dealer has verified the identity of each Buyer. At a minimum, Dealer has reviewed a valid and unexpired driver's license or other government-issued identification with a photograph. The procedures to verify identity are commercially reasonable and in compliance with applicable law. If there is a "fraud alert" or "active duty alert" on a Buyer's consumer report,

Dealer will comply with all FCRA (as defined in Section 7(p)) requirements regarding such alert, including performing additional due diligence to confirm the identity of the Buyer. Dealer further agrees to perform any other due diligence as reasonably requested by Company. This Section 7 applies to all Credit Applications submitted, including those not resulting in the purchase of a Contract by the Company.

- d. **Contract.** Each Contract is genuine, legally valid and fully enforceable under its terms and not subject to any offsets, counterclaims, rescission rights or defenses. Dealer has performed all of its obligations under the Contract and does not know of any fact that would impair the Contract's validity or enforceability. The Contract was completely and accurately filled-in when signed by each Buyer, and each Buyer received a completed copy of the Contract. The signature of Buyer on the Contract and all other documents is genuine. Dealer does not know of any event which indicates or suggests the prospective impairment of the Company's ability to collect the Contract. The Contract fully and accurately sets forth the terms of the transaction between Dealer and Buyer, and accurately identifies all products and services sold and financed. Dealer has made no oral or written promise, affirmation, warranty or representation to Buyer not contained in the Contract. All products and services financed in the Contract have been delivered to Buyer and Dealer has paid for such products and services, with any related labor and materials.
- e. **Vehicle Cash Price.** The "cash price" of the Vehicle shown on the Contract is the "cash price" as defined by applicable state and federal law and represents the fair retail market value of the Vehicle charged by the Dealer for substantially similar vehicles in cash transactions. Such "cash price" has not been increased because the Contract may be sold at a discount (an amount which is less than the Amount Financed stated in the Contract), or because the Vehicle will be sold: (i) on credit, (ii) to a member of a protected class under the ECOA or comparable state law, or (iii) to a member of the U.S. armed services or another party protected by the federal Servicemembers Civil Relief Act or comparable state law.
- f. **Down Payment, Trade-ins, Prior Credit or Lease Balances.** The down payment is properly disclosed in the Contract and was paid in full by the Buyer, in cash, in a check drawn on a deposit account, certified funds, immediately available funds, and/or in trade equity before the Contract was submitted to the Company for purchase and is not a deferred down payment. No part of the down payment or any other payment was loaned by Dealer, any other person or entity and no part of the down payment or any other payment was otherwise provided directly or indirectly by, or results from any other assistance of Dealer. No part of the down payment was paid by credit card, check drawn on a credit card account, or with the proceeds of any other credit transaction.

No part of the down payment was paid with a check, other instrument, or electronic debit later dishonored or otherwise refused by any financial institutions to which it was presented regardless of whether Dealer has or will receive the proceeds of the dishonored check, other instrument or electronic debit from another source. Dealer shall immediately notify Company in writing if any check, other instrument, or electronic debit used to pay any part of the down payment for a Contract is dishonored or otherwise refused. Dealer properly handled or disposed of any down payment or trade-in or the proceeds thereof as agreed with Buyer and no part was paid or rebated to Buyer. Dealer has properly disclosed all indebtedness related to a trade-in vehicle on the Contract and has promptly paid and satisfied any other prior credit or lease balance disclosed on the Contract ("Prior Credit or Lease Balances").

- g. **Credits.** Any credit or rebate provided to Buyer (e.g., trade-in, Dealer rebate or manufacturer rebate) has been fully disclosed to Company, is separately itemized in the Contract, and has not been included in the cash-portion of the down payment.
- h. **Vehicle.** The Vehicle was accepted by Buyer. The Vehicle and its options are accurately described in the Contract. The certificate of title to the Vehicle is not branded (e.g., salvage, flood-damaged, rebuilt, etc.), the odometer was not rolled back, the Vehicle was not damaged in a flood, the Vehicle is not a grey market vehicle, the Vehicle has not suffered frame damage and there is no other condition that would adversely affect the value of the Vehicle, unless disclosed to the Buyer (and documented to Company's satisfaction) prior to Buyer's purchase of the Vehicle and disclosed to the Company by the Dealer at the time of Credit Application as specified in Section 1. If Buyer attempts to or does return or surrender a Vehicle to Dealer, which is the subject of a Contract bought by Company, Dealer shall immediately notify Company and take all reasonable steps to secure and deliver possession of the Vehicle to Company promptly.
- i. **Good Title and Assignment of Security Interest.** Dealer has good and marketable title to the Vehicle and the Contract and Company takes its interest in the Vehicle and the Contract free from all security interests, liens or other encumbrances, except those which will be in favor of Company or its designee. Dealer has the right to sell the Vehicle to the Buyer and assign the Contract to the Company.
- j. **Certificate of Title, Security Interest and Lien.** Dealer has applied for a certificate of title for the Vehicle and submitted all documents necessary to obtain and perfect a valid and enforceable first priority security interest of Company in the Vehicle, within the time periods required by applicable law, and as necessary to prevent the avoidance of Company's security interest in bankruptcy or other insolvency-type proceeding, or any other adverse effects upon the certificate of title and/or Company's security interest.
- k. **Taxes and Fees.** Dealer will promptly forward, pay and/or cause to be paid to the proper authorities all federal, state and local fees and taxes due with the sale, financing, titling and/or registration of the Vehicle.
- l. **Insurance.** The Vehicle is insured by fire, theft and comprehensive and collision insurance with a deductible not greater than \$500, fully protecting Company's interest in the Vehicle, naming the Buyer as insured and naming Company as loss payee and an additional named insured.
- m. **Contract Location.** The entire transaction, including delivery of the Vehicle and Buyer's acceptance of it, occurred at Dealer's licensed place of business, and the Contract was generated from a direct sale by Dealer and not from a third party.
- n. **Ancillary Products.** All "add on" or ancillary products, including, but not limited to, mechanical breakdown protection, service contracts, GAP, credit insurance, alarm systems and battery charging systems ("Ancillary Products"), financed or otherwise included in the Contract comply with applicable law. All representations and disclosures regarding such Ancillary Products were complete, accurate and properly made, and all documents required to be delivered have been delivered, all in compliance with applicable law.

If an Ancillary Product is a debt cancellation, debt suspension or insurance type product (e.g., GAP, credit insurance), Dealer has notified Buyer in writing that the purchase of Ancillary

Products is optional and Buyer is not required to purchase such product to obtain credit. If an Ancillary Product can be offered in cash sales (e.g., service contract, alarm system), Dealer offers it for sale in comparable cash transactions at a price equal to that disclosed in the Contract. For all Ancillary Products, the price it is sold for represents the fair retail market value of such product and was not inflated. Dealer has paid in full any Ancillary Product charges, fees or premiums to the companies providing them to ensure that such products will be in full force and effect for Buyer.

- o. **Misstatements.** Dealer has made no representations, warranties, claims or other statements regarding: (i) the Vehicle, (ii) the finance charge, including without limitation, regarding obtaining the lowest or best rate available for the Buyer, (iii) other terms of the Contract, or (iv) any other matter relating to the Contract or related transactions. The Dealer shall notify Company immediately if it learns any information that the Dealer provided to the Company regarding a Credit Application, Vehicle, Contract, Buyer, or other related matter is not true.
- p. **Disclosures, Forms and Procedures.** All disclosures required by law were provided to Buyer in connection with the Contract and were complete, accurate and properly made by Dealer in full compliance with applicable law. Except for any forms, procedures, or documents provided by Company, all forms, procedures, charges, fees and other documents created and/or used by Dealer for the Vehicle sale or the Contract comply with all applicable federal, state and local laws and regulations, including without limitation:

 - i. Laws limiting the maximum finance charge, credit service charge, time-price differential or other fees and charges related to the Vehicle or the Contract;
 - ii. State motor vehicle installment sales acts, credit codes or similar laws;
 - iii. The federal Truth in Lending Act and Regulation Z and similar state and local laws and regulations ("TILA");
 - iv. The federal Equal Credit Opportunity Act and Regulation B and similar state and local laws and regulations ("ECOA");
 - v. The federal Fair Credit Reporting Act and similar state and local laws ("FCRA");
 - vi. Title V of the Gramm-Leach-Bliley Act and similar state and local laws ("GLBA");
 - vii. 12 U.S.C. § 5531 (which prohibits unfair, deceptive, or abusive acts or practices and is commonly known as "UDAAP") and similar state and local laws;
 - viii. The Federal Trade Commission Act (commonly known as "UDAP") and similar state and local laws;
 - ix. All implementing regulations and rules, including without limitation the Federal Trade Commission's Trade Practice Rules and regulations and rules of the Consumer Financial Protection Bureau; and
 - x. All other federal, state and local laws, regulations and rules applicable to the Vehicle sale or the Contract.

- q. **Notices to Buyer Required by Law.** Dealer has provided to all prospective Buyers for whom a Credit Application was submitted to Company and to Buyers for whom Company has purchased a Contract, all notices required by applicable law, including, but not limited to, adverse action notices and risk-based pricing notices that may be required under the ECOA, the FCRA, and the rules promulgated thereunder. Dealer notified each prospective Buyer for whom a Credit Application is submitted to Company that the Buyer's Credit Application was being submitted to Company at Company's current address.
- r. **Future Payments and Information Received by Dealer.** After purchase of a Contract by Company, Dealer shall accept no payments on the Contract and will direct Buyer to make all payments to Company. If Dealer receives payment on the Contract, Dealer will hold it in trust for the benefit of Company and will promptly forward it to Company. Dealer will also promptly forward to Company copies of any written communication it receives regarding a Contract.
- s. **GPS Devices.** Company may elect to buy a Contract on the condition that the Vehicle that secures it be equipped with a GPS ("Device"). Dealer agrees to install and activate the Device as set forth in the applicable Credit Program guidelines and/or rate sheet, and in full compliance with applicable law. Company may require that Dealer purchase the Device; and Dealer agrees that it will not pass the cost of the Device on to the Buyer, and that it will not require Buyer to pay for the installation or de-installation of the Device. Dealer further agrees that Buyer must voluntarily consent to the Device. Dealer agrees to have Buyer sign an addendum to the Contract on a form approved by Company ("Device Addendum").

Each of the above representations, warranties, and covenants is material to Company's purchase of a Contract. These representations, warranties, and covenants are not waived if Company buys a Contract knowing that a representation, warranty or covenant has been/is breached.

For the purposes of this Section 7, "Dealer" includes all employees of Dealer involved in taking and processing Credit Applications and originating the Contract and the knowledge, representations, actions and failures to act of such employees will be attributed to Dealer in interpreting this Section 7.

Dealer will obtain and retain reasonable evidence of the truth and accuracy of all of the above representations, warranties and covenants and will make such evidence available to Company promptly upon Company's request for it.

8. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF COMPANY.** As of the date of this Agreement, each date Dealer forwards a Credit Application or offers a Contract for sale to Company, and each date Company buys a Contract under this Agreement, Company represents, warrants and covenants to the Dealer the following:
- a. **Organization.** Company is duly organized, validly existing, and qualified and authorized to transact business in, and in good standing under the laws of the jurisdiction of its organization and each jurisdiction in which it performs or will perform its obligations under this Agreement.
 - b. **Capacity, Authority, Validity.** Company has the power, authority and legal right to execute, deliver, and perform this Agreement and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Company has been duly authorized

by all necessary action, and this Agreement is enforceable against Company under its terms, except only to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, and other laws relating to or affecting creditors' rights generally and by general equity principles.

- c. **Licenses.** Company is, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as currently conducted and to enter into and perform the transactions contemplated under this Agreement.
 - d. **Forms and Procedures.** If Company provides or requires that Dealer utilize specific forms, procedures or other documents, such forms, procedures or other documents shall comply with all requirements of TILA, ECOA, FCRA, GLBA, Consumer Financial Protection Bureau and Federal Trade Commission rules and regulations, and all other federal, state and local laws, regulations and rules applicable to the Contract.
 - e. **Adverse Action Notices.** Company and Dealer agree that upon declining to purchase a Contract relating to a Credit Application submitted by Dealer on behalf of an applicant (or another adverse action as defined under the ECOA or the FCRA), Company and Dealer shall provide the applicant its own written notice of adverse action and shall comply with all federal, state and local laws, regulations and rules applicable to Company, including but not limited to, the ECOA and the FCRA.
9. **CONTRACT REPURCHASE.** If any of Dealer's representations, warranties, or covenants has been/is inaccurate, untrue or otherwise breached, Dealer shall repurchase the Contract ("Repurchase"). Dealer's Repurchase obligation applies regardless of whether the Buyer has defaulted. The Repurchase shall be without recourse against Company and paid in cash upon demand. Company shall assign the Contract to Dealer "AS IS," with no representations, warranties, or covenants, expressed or implied. The Repurchase price shall be the balance owed by Buyer to Company under the Contract, together with repossession costs, attorney fees and any other sums incurred by Company in connection with the Contract and/or due from Dealer under this Agreement ("Repurchase Price").

Company shall not be obligated to first repossess the Vehicle or otherwise exhaust its recourse against Buyer. Dealer's obligation to Repurchase a Contract and the Repurchase Price will not be affected by: (i) Company's or Dealer's inability to obtain possession of the Vehicle or the physical condition of the Vehicle; or (ii) Company's or Dealer's inability to collect amounts due under the Contract from Buyer, including without limitation, by virtue of a bankruptcy involving Buyer.

10. **ANCILLARY PRODUCT REFUNDS AND REBATES.** If a Contract is prepaid in full or an Ancillary Product is cancelled by Buyer or Company, the Company may require Dealer to ensure that any refund, rebate, credit due Buyer upon cancellation of the Product ("Refund") is obtained on Buyer's behalf in compliance with applicable law. Dealer will provide Refunds to the Company, or if required by law, to the Buyer, within 30 days from the date of notice of prepayment or cancellation. If Dealer receives a Refund or notice of potential Refund, Dealer shall immediately notify Company of such Refund or notice. Company may, in its sole discretion, make a Refund to Buyer by crediting it to the Contract or returning it to Buyer, and require Dealer to reimburse Company for such Refund.
11. **VEHICLE RETURNS AND SURRENDERS.** If a Buyer attempts to or does return or surrender a Vehicle to Dealer, which is the subject of a Contract bought by Company, Dealer shall immediately

notify Company and take all reasonable steps to secure and deliver possession of the Vehicle to Company promptly.

12. PRIVACY AND DATA SECURITY. Company and Dealer may disclose to each other or may receive information meeting the definition of “Nonpublic Personal Information” as defined by the GLBA (“NPI”). Company and Dealer agree that they will not use or disclose such NPI to any nonaffiliated third party except:

- i. To the extent necessary to carry out the purpose or purposes for which the party discloses such information to the other party,
- ii. In the ordinary course of business to carry out the purpose or purposes for which the NPI was disclosed to the party under an exception to the GLBA, the regulations promulgated under it, or other applicable law, or
- iii. As otherwise permitted by law and under this Agreement.

Company and Dealer agree that any affiliate of either party shall use and disclose NPI to any nonaffiliated third party only to the extent that it may use and disclose such information. If NPI is disclosed to Company or Dealer for marketing, joint marketing or other promotional activities, whether by written or oral agreement, each party shall use and disclose such NPI only as described above.

Each party shall maintain physical, electronic and procedural safeguards in compliance with applicable laws to protect the NPI received from the disclosing party, including the maintenance of appropriate safeguards to restrict access to NPI received from the disclosing party to those employees, agents or service providers of the receiving party who need such information to carry out the purpose or purposes for which such NPI was disclosed to the disclosing party. Each party agrees to immediately notify the other party if the party reasonably suspects that NPI disclosed to it by the other party has been or may have been subject to unauthorized access, use or disclosure and could cause harm or to affected Buyers.

13. POWER OF ATTORNEY (“POA”). Dealer appoints Company and its authorized officers and attorneys-in-fact, as its true and lawful agent and attorney-in-fact, with full power and authority to do all things necessary or appropriate in Dealer’s name to carry out the intent of this Agreement, including without limitation, signing and endorsing the name of Dealer to any assignment of a Contract, signing documents necessary to perfect the Company’s security interest or lien in a Vehicle listed in a Contract purchased by Company from Dealer, and endorsing Dealer’s name on payment checks applicable to Contracts or Vehicles purchased by Company. The foregoing POA is irrevocable and coupled with an interest, because Company will rely upon this power to act per this Agreement. This POA shall extend to Dealer’s successors and assigns. Dealer shall execute and deliver to Company, within 15 days of receipt of the Company’s request, such POA and/or other instruments as Company deems appropriate.

14. SALES TAX CREDIT FOR “BAD DEBT.” Dealer acknowledges that the laws of certain states permit a credit or refund for sales tax financed by installment sale contracts that go into default. Dealer agrees that all of its right, title and interest in any funds related to Contracts purchased by Company under this Agreement are assigned and transferred to Company. Specifically, unless prohibited by law, Dealer agrees that it will not claim a credit or refund regarding any such Contracts, and it

relinquishes to Company all right to claim such credit or refund. Dealer agrees to furnish all documentation or information that Company may request to support any claim for such refund or credit.

15. **CHANGES TO DEALER.** Dealer shall notify Company of any material or significant change in Dealer's ownership, organization or business, including the death of a principal, or a conversion to another form of legal entity or type of business within 30 days.
16. **RIGHT TO OFFSET.** Dealer agrees that Company has the ongoing right to deduct from any funds, deposit, account, obligation or other amounts due Dealer or Dealer's Affiliates from Company, whether under this Agreement or any other agreement, all amount(s) Dealer owes Company or Company's affiliates.
17. **INDEMNITY.** Dealer agrees to indemnify, defend and hold Company, and its respective shareholders, directors, officers, employees, representatives, agents, servants, successors and assigns, harmless against all claims, losses, damages, injuries, liabilities, costs, expenses, actions, suits and proceedings, including without limitation, court costs and attorney fees, arising out of or relating to:
 - a. Dealer's breach of this Agreement;
 - b. The failure of any representation or warranty of Dealer contained in this Agreement to be accurate;
 - c. Dealer's maintenance, use or disclosure of Buyer's information (including NPI);
 - d. Dealer's evaluation of Buyer for financing;
 - e. Dealer's pricing of the Vehicle or pricing of the Contract as relates to the Buyer;
 - f. Dealer's denial of financing, or other adverse action, relating to a Buyer;
 - g. Any actions or failure to act of Dealer in connection with a Credit Application or Contract related to this Agreement;
 - h. Dealer's petition, whether voluntary or involuntary, for protection under any law for relief from creditors, including without limitation, bankruptcy;
 - i. An event that causes Dealer to cease doing business as a licensed motor vehicle dealer, or
 - j. Any actions of Dealer with respect to its repair and maintenance (or that of any affiliated vehicle repair company) of any Vehicle.
18. **BOOKS AND RECORDS.** Dealer shall maintain complete and accurate records concerning the following (i) Credit Applications, (ii) Contracts sold to Company, (iii) Vehicles that are the subject of a Contract sold, and (iv) any Ancillary Product included in a Contract sold ("Dealer Records"). Company may review and inspect Dealer Records upon reasonable notice to Dealer (not less than 5 business days), during normal business hours. Dealer shall cooperate with Company during such review and inspection.

- 19. FURTHER ASSURANCES.** Dealer agrees to perform all acts and execute all documents that Company determines are necessary or appropriate to carry out this Agreement.
- 20. DEFAULT.** Each of the following is an event of default by Dealer under this Agreement:
- a. Representation, warranty or covenant made by Dealer under this Agreement is untrue, misleading, or otherwise breached in any material respect, other than the representations, warranties, and covenants made by Dealer under Section 7.
 - b. Dealer fails to pay Company any indebtedness when due or fails to perform any other obligation under this Agreement after written notice.
 - c. Dealer ceases to do business as a going concern.
 - d. Dealer becomes insolvent or makes any assignment for the benefit of creditors, or any bankruptcy, reorganization, arrangement, receivership, insolvency or other state or federal proceeding for the relief of a debtor is commenced by or against it.

Should Dealer be in default, including, but not limited to, failing to complete a Repurchase, Company may cease paying Dealer for any Contract purchases, or otherwise any amounts due Dealer, until Company is paid in full and/or any non-monetary defaults are cured. Company may also exercise its rights specified in this Agreement.

- 21. APPLICABLE LAW, JURISDICTION AND VENUE.** This Agreement shall be governed by the laws of the State of where Dealer is located. Dealer and Company agree that any dispute arising or related to Agreement shall be adjudicated in the State where the dealer is located.
- 22. SEVERABILITY.** Should any term or condition of this Agreement be determined to be invalid, unenforceable, or unlawful, such determination shall not affect any other term or condition of this Agreement; instead, this Agreement shall be construed as if such invalid, unenforceable, or unlawful term or condition had never been in this Agreement.
- 23. EFFECTIVE DATE AND TERMINATION.** This Agreement shall be effective as of the effective date stated above upon Company's and Dealer's signatures below and shall bind Dealer and Company and any respective successors and assigns for all Contracts Dealer sells to Company whether before or after the effective date of this Agreement until terminated. Company or Dealer may terminate this Agreement upon 30 days' prior notice given to the other party. Such termination shall not affect or relieve either party from any obligation or liability incurred before the effective date of termination. Upon termination of this Agreement by either party, Dealer shall immediately return to Company all forms, documents, software, training materials, equipment, and any other materials provided by Company to Dealer.
- 24. WAIVER OF JURY TRIAL.** The parties hereto recognize and agree that any claim, dispute, or other controversy between the parties under this Agreement or arising out of the relationship created by this Agreement, would involve difficult and complex issues that would be more appropriate to try before a Judge without a jury. The parties desire to minimize the delays, time and expenses that are inherent in jury trials and to expedite the resolution of any such claims and disputes. The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect to any litigation based on this Agreement, or arising out of, under or in connection with this

Agreement, course of dealing, statements (whether verbal or written) or actions or any party to this Agreement or any other document related to this Agreement.

25. **ATTORNEY FEES AND COSTS.** If the Company sues to enforce this Agreement, the Company may recover all costs, including, but not limited to, attorney fees, arbitration fees, and court costs.
26. **MODIFICATION AND ASSIGNMENT.** This Agreement cannot be modified, altered, amended or changed except by a writing signed by both parties. Dealer may not assign this Agreement without the prior written consent of Company. Company may assign this Agreement upon notice to Dealer. This Agreement shall bind upon and inure to the benefit of the parties and their respective successors and permitted assigns.
27. **WAIVER AND REMEDIES.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No failure or delay by a party to insist upon the strict performance under this Agreement or to exercise any right or remedy available at law or in equity, and no course of dealing between the parties, shall constitute a waiver of such right or remedy, and no single or partial exercise of any right or remedy by any party will preclude any further exercise thereof. All rights and remedies provided in this Agreement are cumulative and not alternative; and are in addition to all other available remedies at law or in equity.
28. **ENTIRE AGREEMENT.** This Agreement (including any addenda, schedules, or exhibits referenced in this Agreement) constitutes the entire agreement between the parties.
29. **ORIGINALS, COUNTERPARTS, SIGNATURES AND HEADINGS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same agreement. A facsimile copy of a signature shall be treated as an original. Headings at the beginning of each paragraph are for convenience only.

- 30. NOTICES.** All notices and other communications shall be by electronic mail, or in writing. All electronic mail notices shall be promptly confirmed in writing; but any failure to provide such confirmation shall not invalidate such notice or other communication. All written notices and other communications shall be deemed given three (3) business days after being deposited in the U.S. mail, first class, postage prepaid; on the same business day, if sent by facsimile transmission for which a confirmation is received by the sender, or by electronic mail for which no indication of non-delivery is received by the sender; on the same day, if served personally; the next business day, if sent by overnight delivery by any generally recognized overnight delivery service. Notices or other communications must be sent to the applicable address below, or to another address designated by the party to receive the notice in writing:

If to Company: ATTN: General Counsel
 14250 Chaparral Ln.
 Roanoke, TX 76262
Phone: (940) 208-0408
Fax: N/A
Email: info@soleraautofinance.com

If to Dealer: ATTN:

Phone:
Fax:
Email:

- 31. NO JOINT VENTURE, PARTNERSHIP, AGENCY, OR SERVICER RELATIONSHIP.** The relationship between Dealer and Company is that of an arm’s length seller and buyer of the Contracts, and shall not be construed as a joint venture, partnership or principal-agent relationship or contractual servicer of the Contracts. Neither party has authority to act for the other in any agency or other capacity or make any commitments for the other, except as set forth in this Agreement, or otherwise agreed to in writing.
- 32. COMMUNICATIONS WITH DEALER.** Dealer authorizes Company to send faxes to Dealer at any facsimile numbers provided to Company by Dealer. Dealer also authorizes Company to send electronic communications via RouteOne, or other dealer software and communication portals.
- 33. INDEPENDENT COUNSEL AND INTERPRETATION.** Dealer and Company acknowledge and agree that they were represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Agreement. It is agreed that any legal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.
- 34. SURVIVABILITY.** The following sections 6, 7, 9, 12, 14, 15, 19, 20, 21 shall survive the execution, delivery, expiration or termination of this Agreement.

IN WITNESS WHEREOF, Company and Dealer have executed this Agreement with proper authority effective as of the date set forth herein.

COMPANY

By:

Date:

Name:

Title:

DEALER:

By:

Date:

Name:

Title:

Dealer Affiliation

Completion of this section should include locations this Dealer/legal entity owns (or has ownership in) yet operate under a different Dealership or legal entity. Each dealership needs a separate Dealer set-up form.

#1 Dealership

Dealership Name: _____

Dealer Address: _____

Contact info: _____

#2 Dealership

Dealership Name: _____

Dealer Address: _____

Contact info: _____

#3 Dealership

Dealership Name: _____

Dealer Address: _____

Contact info: _____

Duplicate this form if you have more than 3 stores.