

POWERpay Dealer Program Agreement

This Agreement sets forth the terms between Dealer and Program Administrator relating to the POWERpay Program. Capitalized words not otherwise defined herein have the meanings set forth in Section 42 of this Agreement. By participating in the POWERpay Program, Dealer accepts the terms of this Agreement as follows:

1. POWERpay Program.

Program Administrator is the administrator of the POWERpay Program and, among other things, provides administrative, technical and ministerial services to Funding Participants. Dealer agrees to participate in the POWERpay Program in accordance with the terms of this Agreement, including the Operating Instructions, to allow Dealer's customers to obtain Loans from a Funding Participant for purchases of eligible Offerings offered by Dealer, which Loans are funded by Funding Participants. Dealer understands that Program Administrator is committed to meeting or exceeding all regulatory requirements that are applicable to the POWERpay Program and that Dealer plays an integral role in helping Program Administrator ensure compliance with all such requirements. Program Administrator enters into this Agreement under delegated authority in its role as Program Administrator for Funding Participants participating in the POWERpay Program.

2. Overview of the Dealer's Obligations and Responsibilities under the POWERpay Program.

(a) All of Dealer's obligations and responsibilities under the POWERpay Program are detailed in this Agreement and the Operating Instructions, which are available on Program Administrator's website at https://www.GetPowerPay.com/Program_Agreement. These obligations and responsibilities include:

(i) ensuring all employees or agents involved with the POWERpay Program are advised of the requirements related to offering the POWERpay Program to Dealer's customers and that Dealer's employees or agents having sales and finance responsibilities have completed the orientation and training related to the POWERpay Program adopted by Funding Participants and provided by Program Administrator;

(ii) promoting the POWERpay Program in a legally-compliant, accurate, complete, unbiased and fair manner;

(iii) ensuring that Loan proceeds are used only in connection with eligible Offerings;

(iv) require ALL backup power units have ten (10) years of total warranty coverage, therefore, we provide our Dealers a POWERpay 5 year extended warranty at cost and require they offer the extended warranty with NO markup to POWERpay customers;

(v) dealers to install a POWERpay "widget" or electronic link on their website in order to promote and help educate consumers on the benefits of POWERpay Programs;

(vi) agrees that POWERpay and its affiliates have ALL rights to the remote monitoring of every system sold through the POWERpay Program. Dealer agrees to abandon any/all claims to POWERpay remote monitoring revenues;

(vii) agrees to install POWERpay remote monitors or any other monitor POWERpay specifies at NO charge during the backup power installation or during the next schedule maintenance if the monitors are out of inventory;

(viii) taking commercially reasonable measures to prevent fraudulent activity by an applicant, Borrower or Dealer (including any of its employees, agents or subcontractors) with respect to a Loan or Loan proceeds, including verifying the identification of each individual applying for a POWERpay Program credit product or using an Access Device, Account Number or Loan proceeds at the time of a sale of Offerings and ensuring that there is no discrepancy between the documents Dealer relies on to fulfill its obligation to verify the identity of such individual under Section 7(d)(iii) and such individual's physical appearance or other application information;

(ix) cooperating with Program Administrator in investigating and remediating escalations, complaints and disputes about Dealer and responding within five Business Days, or such shorter time as required by this Agreement, to any request for information, audit or review related to Dealer's participation in the POWERpay Program;

(x) limiting Dealer's discussions with each Borrower and prospective Borrower regarding the POWERpay Program to providing such Borrower or prospective Borrower with approved materials or expressly authorized information, such as the telephone number to contact Program Administrator, acting on behalf of Funding Participants, regarding the POWERpay Program, Program Administrator's address and certain applicable codes or other identification numbers, and conducting such discussions in English only;

(xi) maintaining any information Dealer receives regarding each Borrower or prospective Borrower (in such capacities) or a Loan as strictly confidential;

(xii) providing to Program Administrator in a timely manner all information relating to Dealer's participation in the POWERpay Program and any Borrower and prospective Borrower as set forth herein and otherwise requested by Program Administrator or a Funding Participant (it being understood that Program Administrator and Funding Participants may share any such information with the sponsor referring the Dealer and the sponsor's Affiliates);

(xiii) responding within five Business Days, or such shorter time as required by this Agreement, to any inquiry from Program Administrator, and fully cooperating with Program Administrator in connection with the resolution of any dispute involving a Borrower or prospective Borrower; and

(xiv) with respect to any documents or forms provided to, or to be executed by, a Borrower or prospective Borrower or which constitute a disclosure required by Program Administrator or under applicable law in connection with the POWERpay Program, only using such documents and forms provided to Dealer, or approved in writing by, Program Administrator

(and only using the latest version thereof) and not modifying any such documents or forms without Program Administrator's prior written consent.

(b) In addition to Dealer's other obligations and responsibilities, Dealer shall not:

(i) prepare or disseminate any written materials regarding the POWERpay Program other than those provided or approved in writing by Program Administrator acting on behalf of Funding Participants;

(ii) discuss with a prospective Borrower the likelihood of his or her approval for a Loan;

(iii) provide any misleading, confusing or incomplete information regarding the POWERpay Program, including applicable interest rates or any terms or conditions of a Loan under the POWERpay Program;

(iv) obtain any credit reports on prospective Borrowers or Borrowers

(v) pursuant to Section 5(b), add any fees to prices charged to Borrowers for the application for or use of a Loan;

(vi) discriminate among prospective Borrowers or Borrowers in any unlawful way;

(vii) ask for or accept any document from a Borrower that includes a statement that the home improvement project on which Dealer is working on behalf of such Borrower has been completed to such Borrower's satisfaction in advance of the actual completion thereof; or

(viii) engage any subcontractor to work on a home improvement project funded in whole or in part by a Loan that is not properly licensed.

(c) In the event that Program Administrator or a Funding Participant believes Dealer has failed to comply with this Agreement, Program Administrator may suspend Dealer's participation in the POWERpay Program and take such other action as it deems appropriate, including terminating this Agreement.

3. Overview of Program Administrator's Obligations and Responsibilities under the POWERpay Program.

Program Administrator, acting on behalf of Funding Participants, will administer the POWERpay Program. A Funding Participant may offer Dealer's qualified customers open-ended (revolving) or closed-ended (installment) Loans for the purpose of financing purchases of eligible Offerings offered by Dealer. Funding Participants will direct the terms and conditions under which Loans are extended to Borrower(s).

4. Modification.

Except as provided in Section 9, Program Administrator, acting on behalf of Funding Participants, may modify this Agreement by providing written or electronic notice to Dealer. Dealer's continued participation in the POWERpay Program for new credit applications after the effective date of any such modification will constitute Dealer's acceptance of the modified terms and Dealer's agreement to be bound by them. If Dealer does not want to accept such modifications, it must not submit any credit applications subsequent to such effective date and must advise Program Administrator in writing of its decision. Notwithstanding the foregoing, modifications to this Agreement that are applicable only to Dealer and not to other participants in the POWERpay Program shall not be effective unless provided to Dealer in writing and agreed to by Dealer, either in writing or by its continued participation in the POWERpay Program.

5. Promotion of the POWERpay Program.

(a) If Dealer chooses to participate in the POWERpay Program, Dealer agrees to promote the POWERpay Program in a commercially reasonable manner and in full compliance with all applicable laws and regulations. Any written material referring or relating to the POWERpay Program, including the fact that Dealer participates in the POWERpay Program or specific Loan credit terms or credit products Dealer accepts, shall be prepared or furnished by Program Administrator or, if prepared by Dealer, shall be subject to review and approval by Program Administrator in advance of being used by Dealer. Any such review and approval shall be limited to the review and approval of POWERpay Program-specific representations and statements and shall not be construed as a review or approval of any advertising or solicitation materials for any other purpose or for compliance with any other provisions of any local, state or federal laws not related to the POWERpay Program.

(b) Dealer shall not require, through a surcharge, an increase in price or otherwise, any Borrower to pay any fees as a consequence of Borrower applying for or using his or her Loan to pay Dealer. Specifically, Dealer may not charge the Borrower any part of any charge or fee imposed by the POWERpay Program on Dealer, provided that Dealer may treat such fees as overhead to be distributed across all customers regardless of whether the customer uses a Loan to pay for his or her purchase from Dealer.

(c) During the term of this Agreement, Dealer shall not issue, or arrange to issue, to prospective Borrowers ANY other third party financing programs even if they created, promoted, and/or offered directly from a manufacturer.

(d) Because we require ALL backup power units have ten (10) years of total warranty coverage, we provide our Dealers a POWERpay 5 year extended warranty at cost and require they offer the extended warranty with NO markup to POWERpay customers.

(e) We require Dealers to install a POWERpay "widget" or electronic link on their website in order to promote and help educate consumers on the benefits of POWERpay Programs.

(f) Dealer shall not use a Loan as a "bridge" loan or intend for the Borrower to use the proceeds of another loan to pay off a Loan under the POWERpay Program.

6. Loan Terms and Approval.

(a) Through the POWERpay Program, a Funding Participant may offer Loan(s) to Dealer's qualified customers under a separate Loan Agreement between Funding Participant and such qualified customer. As between the parties, Program Administrator, at the direction and under the control of Funding Participants, (i) has sole authority to prescribe the terms and conditions of the credit application, the Loan Agreement and each Loan (including interest rate, maximum amount and term), (ii) may prospectively modify such terms and conditions with respect to Loans for which approval is granted subsequent to the time of the modification, (iii) may at any time change the credit standards without notice to Dealer, and (iv) may reject and accept credit applications in its sole discretion. A Funding Participant shall not be obligated to take any action with respect to a Loan, including accepting the credit application or making future credit available to a prospective Borrower or a Borrower, and has no obligation to approve any particular Loan or to approve Loans meeting any particular set of requirements. A Funding Participant may withdraw any previously issued Loan approval prior to funding of the Loan, which Loan approvals, unless earlier withdrawn, shall automatically expire at the end of the purchase window for the applicable credit product. Funding Participants may at any time suspend, and restart, any of the Loan products offered in connection with the POWERpay Program.

(b) Except as provided herein, Funding Participants shall own the Loans and shall bear the credit risk for the Loans. Dealer acknowledges and agrees that it shall have no ownership interest in the Loans.

7. Applications.

(a) Dealer agrees to submit all credit applications in accordance with this Agreement and the Operating Instructions. Dealer will use only a credit application form provided or approved by Funding Participants for use in the POWERpay Program and will not use any other third-party financing provider's credit application in connection with the POWERpay Program.

(b) Dealer agrees to provide its sales and finance employees with the necessary equipment to submit credit applications to the POWERpay Program in accordance with this Agreement and the Operating Instructions.

(c) In addition, Dealer may, with a prospective Borrower's prior written consent, (i) submit a completed credit application to the POWERpay Program by such means as are set forth in the Operating Instructions and (ii) receive and forward the Loan Documents to the prospective Borrower.

(d) Dealer shall with respect to each credit application or application information form:

(i) ensure all information requested on such credit application is complete and legible;

(ii) obtain all signature(s) or e-signature(s), as applicable, on such credit application;

(iii) verify the identification of each individual applying for credit by obtaining a government-issued photo identification document and Social Security number (or another identification method authorized in the Operating Instructions); and

(iv) provide all other information requested or required by the POWERpay Program.

(e) In the event Dealer identifies a discrepancy between the documents Dealer relies on to fulfill its obligation under Section 7(d)(iii) and the prospective Borrower's physical appearance or other application information, Dealer shall not submit a credit application to the POWERpay Program from any such applicant and shall promptly inform Program Administrator.

(f) In the event that Program Administrator provides Dealer with an Internet address to process credit applications, it will be an address on a commercial site on the World Wide Web portion of the Internet accessible by Dealer. As between the parties, Program Administrator shall own, manage and maintain such Internet site and retains all right, title and interest in and to such Internet site, and Dealer's only right to such Internet site is to use it in connection with its participation in the POWERpay Program.

(g) Dealer acknowledges and agrees that "restricted transactions," as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder, and all other transactions in the nature of gambling ("Restricted Transactions") are prohibited from being processed through the POWERpay Program. Dealer agrees that it will not submit Restricted Transactions for processing through the POWERpay Program. In the event Program Administrator identifies a suspected Restricted Transaction, Program Administrator may, on behalf of Funding Participants, block or otherwise prevent or prohibit such transaction and seek any other remedies available under this Agreement or otherwise.

8. Eligible Sales Transactions.

Once a Loan is approved by a Funding Participant:

(a) Borrower must present a valid Access Device or Account Number at the time of sale using proceeds from Borrower's Loan. Dealer agrees to honor all valid Access Devices and Account Numbers when properly presented as payment for eligible Offerings. Dealer must verify the identification of each individual presenting a valid Access Device or Account Number at the time of sale by obtaining a government-issued photo identification document. In the event Dealer identifies, or reasonably should identify, a discrepancy between the Borrower's identification documents used to fulfill Dealer's obligations under this subsection and Borrower's physical appearance or Access Device or Account Number, Dealer shall not submit a transaction to the POWERpay Program from any such Borrower and shall promptly inform Program Administrator.

(b) Dealer must obtain a transaction authorization through the applicable payment card network or the POWERpay Program's authorization center, as and to the extent directed by Program Administrator; provided, however, in order to be eligible to process transactions through the POWERpay Program's authorization center, Dealer must satisfy the relevant qualifications therefor and comply with the applicable policies and procedures related thereto, as established from time to time by Program Administrator (which policies and procedures with respect to Dealer may, in the discretion of Program Administrator, include net settlement of amounts owed between Dealer and Program Administrator or Funding Participants). Program Administrator, on behalf of Funding Participants, in its sole discretion, may grant, deny or revoke any transaction authorization

and may restrict or condition payment to Dealer in respect of any Borrower. Unless the Operating Instructions provide otherwise, transaction authorizations are valid for the time period established by the applicable payment card network (but not more than five days). Any transaction that is presented to Program Administrator after such time may be declined. If a transaction authorization is granted, Dealer shall submit a Transaction Request to Program Administrator through the applicable payment card network or directly to the POWERpay Program's authorization center, and the Loan will be funded by a Funding Participant. Neither Program Administrator nor such Funding Participant shall be responsible, however, for any delay in funding a Loan caused by a Dealer processor or otherwise. If a transaction authorization is denied, Dealer shall not complete the transaction for which authorization was sought and will contact the POWERpay Program's authorization center as requested.

(c) All transactions shall be evidenced by a Transaction Request. Dealer shall complete the Transaction Request in accordance with this Agreement. Dealer shall not process a transaction where the amount of the Transaction Request exceeds the account limit established by the POWERpay Program and any other cash or other payment agreed to by the Borrower.

(d) Dealer agrees not to divide a single transaction (or project) between two or more Transaction Requests (for one or more Borrowers) or between a Transaction Request and a sales or credit slip from another credit provider; provided, however, that Dealer may divide a single transaction between a Transaction Request and a sales or credit slip from another credit provider when an approved Loan amount is insufficient to pay Borrower's total transaction amount and Program Administrator has been provided written notice of such total transaction amount.

(e) With respect to each transaction, Dealer agrees to:

(i) submit such transaction for authorization only after confirming that the Borrower has received and agreed to the Loan Documents;

(ii) enter legibly on the Transaction Request sufficient information to identify the Borrower and Dealer, including Dealer's identification number, the Borrower's Account Number, the expiration date of the Access Device and the amount and date of the transaction (and, by submitting the transaction, Dealer warrants the Borrower's true identity as an authorized user of the Access Device);

(iii) create, retain, and provide POWERpay accurate records relating to such transaction that include a description of all Offerings purchased in detail sufficient to identify the date of such transaction and the entire amount due for such transaction, including any applicable taxes (the "Invoice");

(iv) deliver a true and completed copy of the Invoice to the Borrower at the earlier of processing such transaction or the delivery of (or performance with respect to) the Offerings;

(v) obtain the signature of the Borrower on the Invoice or other evidence of the Borrower's authorization of such transaction and compare the signature with the signature panel of the Access Device or the Borrower's government-issued photo identification document (or as

otherwise permitted in the Operating Instructions) and, if the identification is uncertain or if the Dealer otherwise questions the validity of the Access Device, contact the POWERpay Program authorization center for instructions;

(vi) enter such transaction into Dealer's point-of-sale terminal or other applicable device; and

(vii) present the Transaction Request to Program Administrator for authorization only upon Borrower's express written approval, provided that if such transaction is canceled or if the Offerings are canceled or returned, such Transaction Request shall be subject to chargeback or refund, and Dealer agrees that the submission of such transaction for authorization shall constitute a representation by Dealer that there is a valid Invoice for such transaction that complies with the terms of this Agreement.

(f) All transactions financed pursuant to this Agreement shall be for personal, family or household purposes unless otherwise authorized in writing by Program Administrator.

(g) Offerings purchased by a Borrower that are being shipped or delivered must be shipped or delivered to a Borrower's residence unless shipment or delivery to another location is authorized by such Borrower in writing and approved in writing by the Relevant Funding Participant, as communicated by Program Administrator.

(h) Dealer agrees that it will not offer extended product or service warranties underwritten by Dealer, an Affiliate of Dealer or any third party in conjunction with purchases made by Borrowers without the prior written approval of the Relevant Funding Participant, as communicated by Program Administrator, of any such warranty. Dealer agrees that all such extended warranties and service agreements will comply with applicable law. Dealer agrees that it will comply with all obligations under any such extended warranty or service agreement, whether underwritten by Dealer, an Affiliate or a third party.

(i) Dealer acknowledges that Program Administrator, or an Affiliate, has the exclusive right to monitor a Borrower's Loan account and purchased Offerings.

9. Customer Payments.

Dealer agrees that Program Administrator, on behalf of, and at the direction and under the control of, Funding Participants, has the sole right to receive payments on Loans. Dealer agrees not to attempt to collect a Loan unless specifically authorized in writing by the Relevant Funding Participant, as communicated by Program Administrator. Dealer agrees to hold in trust for the Relevant Funding Participant any payment received by Dealer in respect of such Loan and to deliver such payment to Program Administrator, acting on behalf of the Relevant Funding Participant, together with the Borrower's name, Account Number, and any correspondence accompanying the payment, within five days of receipt by Dealer. Dealer agrees that Dealer shall be deemed to have endorsed, in favor of the Relevant Funding Participant to which any such payment relates, any Borrower payments by check, money order or other instrument made payable to Dealer that a Borrower presents to Program Administrator, and Dealer hereby authorizes Program Administrator, on behalf of the Relevant Funding Participant, to supply such necessary endorsements on behalf of Dealer. Dealer agrees that it shall not, directly or indirectly, make any

payment on a Loan on behalf of a Borrower without the prior written approval of Program Administrator, acting on behalf of Funding Participants, and Program Administrator, in its sole discretion, shall have the right to immediately (a) suspend Dealer's right to submit new funding transactions on approved Loans or submit new credit applications or (b) terminate this Agreement in the event that Dealer fails to comply with this provision.

10. Representations and Warranties.

(a) As to each credit application, Transaction Request or other material presented or delivered in connection with the POWERpay Program, and the transaction it evidences, Dealer represents and warrants the following: (i) that Dealer has verified the identity of the customer and that the customer was of legal age and competent to execute the credit application, Loan Agreement and transaction authorization at the time of the execution thereof; (ii) that the credit application, Loan Agreement and Transaction Request are bona fide and were actually made and agreed to by each person identified as an applicant or Borrower; (iii) that each Loan Agreement and Transaction Request (A) will arise out of a bona fide sale of Offerings by Dealer and the express consent of Borrower, (B) will not involve the use of the Loan for any purpose other than for the purchase of the Offerings that are the subject of the Loan Agreement and Transaction Request, which are truly and accurately described therein, are fit and Dealerable for their intended purpose, have been delivered into the possession of the Borrower and any services so described have been performed, and that all installation (if applicable) has been completed in a proper and workmanlike manner to the Borrower's complete satisfaction, and (C) represents Dealer's satisfactory performance of all of its other obligations to the Borrower in connection with the transaction evidenced by such Transaction Request; (iii) that Dealer has conveyed full and complete title to the Offerings, if any, to the Borrower; (iv) that such transaction is, in all respects, in compliance with the Operating Instructions, this Agreement, and all laws, rules and regulations of any federal, state or local governmental agency governing the same; (v) that Dealer has no knowledge or notice of any fact, event, issue or circumstance that would impair enforceability or collection of the Loan as against Borrower; (vi) that there are no liens, mortgages, encumbrances or security interests upon the Transaction Request or the rights evidenced by the Transaction Request; (vii) that there are no present or future unvested or unrecorded rights related to such transaction that could give rise to a mechanic's, materialman's or laborer's lien, except to the extent those rights are in favor of Dealer, in which event Dealer agrees not to assert those rights to the detriment of any Funding Participant; (viii) that Borrower has no claim or defense to payment of any amount reflected on such Transaction Request based upon materials or workmanship or any act or omission of Dealer or Dealer's employees, contractors, laborers or representatives; (ix) that there have been no representations or warranties made to Borrower other than warranties approved by the Relevant Funding Participant, as communicated by Program Administrator, or a third party's or manufacturer's standard warranties, and in the event a manufacturer or third party breaches a standard warranty, Dealer will cure such breach within 30 days of notice thereof; (x) that Dealer has not increased the purchase price or added any additional fees as a result of Borrower's use of the Loan to purchase the Offerings; and (xi) that Dealer has not taken any adverse action against a prospective Borrower or Borrower because the prospective Borrower or Borrower is a member of a protected class, as defined by applicable law, or because the prospective Borrower or Borrower has chosen to use credit to finance the purchase, nor has Dealer engaged in any practice that has or could have an impermissible negative or disparate impact on members of any protected class, including steering prospective Borrowers or Borrowers to more expensive or

less favorable financing options because of the prospective Borrowers' or Borrowers' membership in a protected class.

(b) Dealer represents and warrants that (i) Dealer is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite power and authority to carry on its business as presently conducted and is duly qualified or licensed to do business and is in good standing (where such concept is recognized under applicable law) in each jurisdiction where the nature of its business or the ownership or operation of its properties makes such qualification or licensing necessary, (ii) Dealer has all requisite power and authority to execute and deliver, and perform its obligations under, this Agreement and to consummate the transactions contemplated hereby, (iii) the execution, delivery and performance of this Agreement by Dealer and the consummation by Dealer of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Dealer and do not contravene any government or contractual restriction applicable to Dealer, and (iv) this Agreement has been duly executed and delivered by Dealer and, assuming the due authorization, execution and delivery by Program Administrator, constitutes a legal, valid and binding obligation of Dealer enforceable against Dealer in accordance with its terms.

(c) **If Dealer offers products or services to any consumer located in New Jersey,** Dealer represents and warrants that Dealer will comply with the New Jersey Consumer Fraud Act (N.J.S.A. 56: 8-1, *et seq.*), the New Jersey Contractors' Registration Act (N.J.S.A. 56:8-136 *et seq.*), the New Jersey Contractor Registration Regulations (N.J.A.C. 13:45A-17.1 *et seq.*) and the New Jersey Home Improvement Regulations (N.J.A.C. 13:45A-16.1 *et seq.*). In the event Program Administrator learns that Dealer has failed to comply with this Section 11(c), Program Administrator will terminate this Agreement and may seek any other remedies available under this Agreement or otherwise.¹

(d) Dealer represents and warrants that it is in compliance with, and will continue to comply with, all applicable laws, rules and regulations, including those relating to privacy and data security and to its sale of Offerings, point-of-sale practices and representations made by Dealer's employees and representatives and that Dealer has retained and will retain all required licenses, permits, approvals, certifications and the like that are required under applicable law to conduct its business, to deliver Offerings, to participate in the POWERpay Program and to perform its obligations under this Agreement, each of which remains and shall remain in full force and effect. Dealer represents and warrants that it will comply with the Dealer Program Agreement Compliance Addendum attached hereto.

(e) Dealer represents and warrants that it will not violate any agreement it has with third parties and will advise Program Administrator promptly of any event that may adversely affect its prospects or continued operations.

11. Chargebacks and Refunds.

(a) Without duplication of any amounts paid by Dealer pursuant to Section 25(b), Dealer agrees that it will refund on demand, and Program Administrator, at the direction and under

¹ Under review.

the control of Funding Participants, may charge back against Dealer, the amount of any Loan affected, plus any finance or other charges related to the Loan under the Borrower's Loan Agreement, in each of the following events:

(i) Program Administrator or the Relevant Funding Participant determines that (A) Dealer has breached or failed to fulfill any of its obligations under this Agreement, including the Operating Instructions, or has breached any of its representations or warranties under this Agreement, or (B) the Invoice or Transaction Request or the transaction to which such Invoice or Transaction Request relates, credit application or sale of Offerings is fraudulent or is subject to any claim of illegality, cancellation, rescission, avoidance or offset, including negligence, fraud, misrepresentation or dishonesty on the part of the Borrower or Dealer, its agents, employees, representatives or franchisees;

(ii) the Borrower disputes or denies the transaction, the execution of the transaction authorization, credit application or Loan Agreement, or the delivery, quality, or performance of the Offerings purchased or any warranties thereto, or the Borrower has not authorized the transaction, or alleges that a credit adjustment to which Borrower was entitled was requested and refused by Dealer or that a credit adjustment was issued by Dealer but not posted to the Loan due to Dealer's failure to submit the credit adjustment to the POWERpay Program; or

(iii) Borrower asserts any claim or defense against Program Administrator or the Relevant Funding Participant as a result of any act or omission of Dealer in violation of any applicable law (other than those that relate solely to the terms and conditions of such Loan).

(b) With respect to any chargeback or refund:

(i) Chargebacks for purchases of Offerings made by Borrowers not processed will be paid by Dealer in a manner as consistent as practicable with the original funds transfer. Dealer gives unconditional consent to the Program Administrator to debit the Dealer's ACH account for the recovery of all related chargeback amounts.

(ii) In its reasonable discretion but upon prior notice to Dealer, the Relevant Funding Participant, as communicated by Program Administrator, may compromise and settle any claim made by any Borrower if such claim may give the Relevant Funding Participant a right to chargeback (or a right to a refund) in accordance with this Agreement. The Relevant Funding Participant, as communicated by Program Administrator, may settle such claim in an amount equal to the amount paid for the disputed Offerings, not to exceed the face amount of any Transaction Request.

(iii) If a Funding Participant exercises its right of chargeback (or seeks a refund) in accordance with this Agreement, such Funding Participant may set off or recoup amounts charged-back or subject to refund against any sums due to Dealer under this Agreement and, if the amount of such chargeback or refund exceeds the sums due Dealer, such Funding Participant may demand payment from Dealer for such amount (or set off or recoup such amount up to the amount of sums due to Dealer and demand payment from Dealer for such excess amount).

(iv) If the full amount due with respect to any Loan is charged back or otherwise refunded by Dealer, Dealer shall be entitled to recover the unpaid amount of the Transaction

Request from the customer as if the financing had not occurred, although Dealer shall have no rights under the Loan Agreement or to the proceeds of the Loan. In such event, Dealer shall bear all liability and risk of loss associated with such Transaction Request without warranty by, or recourse or liability to, Program Administrator or any Funding Participant.

(v) Program Administrator shall promptly notify Dealer of all requests by Borrowers for a chargeback or refund. Dealer is required to address any dispute or other circumstance described in Section 12(a) to the reasonable satisfaction of the Relevant Funding Participant and to Program Administrator, on behalf of the Relevant Funding Participant, within 15 Business Days of notice of any such chargeback or refund.

(vi) Where a chargeback or refund occurs within 30 days following initial funding and Program Administrator determines that such chargeback or refund was not due in any way to Dealer's bad faith, Program Administrator will refund to Dealer the amount of the Transaction Fee paid with respect to the relevant portion of the Loan to which such chargeback or refund relates. Otherwise, Program Administrator will have no obligation to refund any Transaction Fees. In addition, Dealer's entitlement to receive a refund of fees imposed by the applicable payment card network will be governed by the applicable rules thereof, and Program Administrator and Funding Participants shall have no obligation with respect thereto.

12. Authorization for Automatic Direct Deposits (ACH Credits) and Direct Debits (ACH Debits).

(a) Dealer authorizes Program Administrator, on behalf of itself and Funding Participants (as applicable), to initiate credit entries for amounts that Program Administrator or Funding Participants may owe Dealer or that may otherwise be due Dealer under this Agreement. Dealer authorizes Program Administrator to initiate debit entries for (i) any credit entries in error, (ii) Transaction Fees or (iii) the amount which Dealer owes under this Agreement, including Transaction Fees, which is more than the amount owed Dealer. Such credit and debit entries will be to the bank account identified by Dealer. Dealer and Program Administrator acknowledge that the origination of ACH transactions described in this Section 13 must comply with applicable law and NACHA rules.

(b) The authorizations set forth in Section 13(a) will remain in effect until the date on which no Loans remain outstanding. Dealer must notify Program Administrator within three Business Days of any change to the bank account for such ACH credits and ACH debits. Program Administrator agrees to comply with written notifications from Dealer that alter Dealer's bank account information (i.e., name and address of the bank or financial institution, transit/routing number or account number), provided that Program Administrator receives such notification in sufficient time and manner to give Program Administrator and the bank or financial institution reasonable opportunity to act on it.

13. Records.

(a) All data transmitted shall be in a medium, form and format designated by Program Administrator under the POWERpay Program. Any errors in such data or in its transmission by Dealer shall be the responsibility of Dealer, and any errors in such data or in its transmission by

Program Administrator shall be the responsibility of Program Administrator. Electronic transmission shall be the exclusive means utilized by Dealer for the transmission of transaction data to the POWERpay Program except to the extent otherwise provided by Program Administrator.

(b) Dealer shall maintain paper copies (when used) or copies of electronic images of the credit applications, Transaction Requests and Invoices and other records pertaining to any Loan or transaction covered by this Agreement for such time and in such manner as Program Administrator, at the direction and under the control of Funding Participants, or any law or regulation may require, but in no event less than seven years from the date of the credit application or Transaction Request. Within 10 days, or such earlier time as may be required by Program Administrator, of receipt of Program Administrator's request, Dealer shall provide to Program Administrator the credit application, Transaction Request, Invoice or other transaction records, including evidence of an applicant's or Borrower's express consent to a credit application or transaction, and any other documentary evidence available to Dealer and reasonably requested by Program Administrator (i) to meet its obligations under applicable law or otherwise to respond to questions, complaints, lawsuits, counterclaims or claims concerning Loans or requests from Borrowers or regulatory authorities, (ii) to provide any information in connection with Program Administrator's pursuit, at the direction and under the control of Funding Participants, of bad debt tax refunds, deductions, credits, or audit offsets (including providing copies of Dealer's state sales and use tax returns), (iii) to ensure Dealer's compliance with this Agreement, or (iv) to enforce any rights a Funding Participant or Program Administrator may have against Dealer or a Borrower, including litigation by or against Program Administrator or such Funding Participant, collection efforts and bankruptcy proceedings, or for any other reason.

(c) Dealer agrees to permit Program Administrator, at the direction and under the control of Funding Participants, to examine, upon reasonable notice, Dealer's books and records concerning Dealer's participation in the POWERpay Program or any credit application or transaction giving rise to any Transaction Request or Loan and to provide Program Administrator, at the direction and under the control of Funding Participants, with such further information as may reasonably be required concerning Dealer's participation in the POWERpay Program or any credit application or transaction. Dealer authorizes Program Administrator, at the direction and under the control of Funding Participants, to obtain credit reports with respect to Dealer and, to the extent permitted by law, to obtain credit reports individually with respect to all principals, partners or owners of Dealer, for the purpose of qualifying Dealer's business for participation in the POWERpay Program and for evaluating Dealer's business for continued participation in the POWERpay Program. Dealer agrees that it is authorizing Program Administrator to obtain credit reports and instructing any consumer reporting agency to provide such report now and in the future for the purpose of evaluating Dealer's business for future retention and participation in the POWERpay Program. Dealer also agrees that, upon request, Dealer shall provide a copy of Dealer's most recent financial statements, including Dealer's balance sheets, statements of income and retained earnings, cash flows and any accompanying notes, in reasonable detail and prepared in accordance with generally accepted accounting principles.

(d) Dealer will provide Program Administrator with all original or electronically reproducible copies of documents required to be retained under this Agreement upon request within five Business Days, or such shorter time as required by this Agreement.

14. Operating Instructions.

(a) Dealer shall satisfy all other requirements designated in any Operating Instructions or as otherwise may be required from time to time by Program Administrator, acting on behalf of Funding Participants, and communicated to Dealer. The terms of the Operating Instructions are incorporated by reference into this Agreement. In the event there is any inconsistency between any Operating Instructions and this Agreement, this Agreement shall govern.

(b) Notwithstanding the provisions regarding notice in Section 32, Dealer agrees that Program Administrator may post the Operating Instructions on the POWERpay Program website and that doing so will constitute notice thereof to Dealer. Dealer agrees that it has an ongoing obligation to check the website on a monthly basis for any updates or changes to the Operating Instructions.

15. Information Security.

(a) Dealer shall not disclose, and shall take all commercially reasonable measures to protect, Borrower Information, including any nonpublic personal information (as defined in the Gramm-Leach-Bliley Act, its implementing regulations, and other similar laws and regulations), to (i) any third party or (ii) any employee, officer, shareholder, member, partner, director, manager or representative of Dealer who is not engaged in the implementation and execution of the POWERpay Program and having a need to know such information for Dealer to perform its obligations and responsibilities under this Agreement. Dealer shall not retain in any format, electronic or otherwise, any Borrower Information beyond what is required pursuant to this Agreement. Without by implication limiting the foregoing, if Dealer allows individuals to submit personal identifying information via the Internet, Dealer shall adopt and maintain a comprehensive privacy policy with respect to its handling of such personal information and Dealer's privacy policy shall be available on Dealer's Internet web sites.

(b) Dealer shall keep confidential and not disclose to any person (except to employees, officers, shareholders, members, partners, directors, managers or representatives of Dealer who are engaged in the implementation and execution of the POWERpay Program) all information, software, systems and data that Dealer receives from Program Administrator or from any other source relating to the POWERpay Program and matters that are subject to the terms of this Agreement and shall use, and cause to be used, such information solely for the purposes of the performance of Dealer's obligations under the terms of this Agreement.

(c) Program Administrator will keep confidential and not disclose to any person (except Funding Participants or the employees, officers, shareholders, members, partners, directors, managers, agents or representatives of Program Administrator, its subsidiaries, Affiliates or its designees who are engaged in the implementation and execution of the POWERpay Program) any information that Program Administrator receives from Dealer that is designated confidential by Dealer. However, nothing in this Agreement shall limit Program Administrator's or Funding Participants' rights to (i) report information regarding Borrowers to consumer and commercial

credit reporting agencies and credit bureaus to the extent permitted by the Loan Documents and other agreements with the Borrower or by applicable law, (ii) share Borrower Information with third-party service providers in the ordinary course of business for the purposes of administering the POWERpay Program, (iii) disclose Borrower Information or any segment thereof to actual and potential third-party lenders that are bound by customary confidentiality obligations with respect to such data, or (iv) in the event a Loan or any part thereof is sold or assigned, disclose any information reasonably necessary or required to effectuate such sale or assignment.

(d) Dealer and, on behalf of Funding Participants, Program Administrator each agrees that it has developed, implemented and will maintain at all relevant times contemplated by this Agreement effective information security policies and procedures that include administrative, technical and physical safeguards designed to (i) ensure the security and confidentiality of Borrower Information, (ii) protect against anticipated threats or hazards to the security or integrity of Borrower Information, (iii) protect against unauthorized access or use of Borrower Information, and (iv) ensure the proper disposal of Borrower Information. All personnel handling Borrower Information shall be appropriately trained in the implementation of such information security policies and procedures. Each party shall regularly audit and review its information security policies and procedures and systems to ensure their continued effectiveness and determine whether adjustments are necessary in light of circumstances, including changes in technology, customer information systems or threats or hazards to Borrower Information.

(e) Dealer shall promptly notify Program Administrator of any unauthorized access to Borrower Information or any breach in security measures or systems for the protection of Borrower Information and take appropriate action to prevent further unauthorized access or cure such breach. Dealer shall cooperate with Program Administrator with respect to its investigation or inquiry as to any such unauthorized access or breach, provide any notices regarding such unauthorized access or breach to appropriate law enforcement agencies and government regulatory authorities, affected applicants, Borrowers and customers as Program Administrator, at the direction and under the control of the Funding Participants, in its sole discretion, deems appropriate, and pay all expenses related thereto.

(f) Dealer agrees that Program Administrator, at the direction and under the control of Funding Participants, may at any time upon notice to Dealer, review and audit Dealer's information security policies, procedures and systems to verify their adequacy for protection of Borrower Information. Dealer will correct promptly any weakness in such policies, procedures or systems identified by Program Administrator in its reviews thereof.

16. Borrower Complaints.

Within five Business Days of receipt, Dealer shall provide Program Administrator, acting on behalf of, and at the direction and under the control of, the Relevant Funding Participant for the Loan to which such complaint relates, with a copy of any written complaint or a report of any verbal complaint received from any Borrower or any third party, including any regulatory authority. Dealer agrees it will cooperate with Program Administrator, acting on behalf of, and at the direction and under the control of, the Relevant Funding Participant, in responding to complaints, which cooperation may include providing documents evidencing applicant or Borrower authorization to submit a credit application or transaction.

17. Term, Suspension and Termination.²

This Agreement shall be effective on the date of Program Administrator's notice of Dealer's approval to participate in the POWERpay Program and shall remain effective until either party gives the other party written notice of its decision to terminate this Agreement. Upon termination of this Agreement, for consideration of waiving the transaction fee the Dealer agrees NOT to offer any consumer finance programs for a period of (12) twelve months. Dealer acknowledges that said breach would result in irreparable harm to the POWERpay Program, the extent of which would be difficult to ascertain, and in any event, money damages may be inadequate in the event of such a breach. Accordingly, in the event of any breach, without limiting any other rights and remedies, POWERpay shall be entitled to an immediate issuance of a temporary restraining order and/or preliminary and permanent injunction enforcing this Agreement (or other equitable relief as a court may deem appropriate) against the Dealer who has breached or threatened to breach this Agreement. The termination of this Agreement shall not affect the rights of either party to recover for breaches occurring (or with respect to matters relating to Loans originated) prior thereto or with respect to provisions of this Agreement that by the nature of their terms continue after termination, including Section 25.

(a) In addition to the right of termination under this Section 18, Program Administrator, upon written notice to Dealer, may suspend Dealer's ability to submit new funding transactions on approved Loans or submit new credit applications pursuant to this Agreement. Such suspension will be for so long as Program Administrator specifies to resolve disputes between Dealer and Program Administrator or to resolve consumer or Borrower complaints related to the POWERpay Program.

(b) Notwithstanding termination of this Agreement, the provisions of this Agreement will continue in full force and effect as to all Transaction Requests accepted or approved by a Funding Participant under the POWERpay Program prior to termination; provided, however, that if an authorization number for a Transaction Request is no longer valid, neither Program Administrator nor any Funding Participant will be obligated to accept such Transaction Request. In the event that Program Administrator has provided any equipment to Dealer in connection with the POWERpay Program, Dealer agrees to return such equipment to Program Administrator upon termination of this Agreement.

(c) In the event of breach of this Agreement by either party, the non-breaching party will be entitled to exercise any and all rights and remedies as shall be available to it at law or in equity. The non-breaching party may exercise remedies concurrently or separately, and the exercise of one remedy will not be deemed either an election of such remedy or a preclusion of the right to exercise any other remedy.

18. Reserve Account; Related Matters.

If (a) Program Administrator, at the direction and under the control of Funding Participants, determines that (i) Dealer's financial condition has deteriorated or is deemed, in the sole discretion of Program Administrator, to be unacceptable, (ii) Dealer is in breach of this Agreement, (iii) the POWERpay Program has experienced unusual levels of Borrower disputes or complaints from Borrowers or third parties, including regulatory authorities, relating to

² Consider survival/tail period for exclusivity provision.

Dealer, or (iv) the number of Transaction Requests presented to the POWERpay Program by Dealer is substantially different from historical trends, (b) Program Administrator becomes aware of some other fact, event or circumstance related to Dealer that causes it to believe that a reserve fund is reasonably necessary or advisable, or (c) a notice of termination has been provided by either party to the other in connection with this Agreement, then, and in each such case, (x) Dealer will pay Program Administrator, on behalf of Funding Participants, upon demand, or (y) Program Administrator may, on behalf of Funding Participants, withhold from any amounts owed Dealer in respect of any Transaction Request, or (z) Program Administrator may, on behalf of Funding Participants debit Dealer's bank account, an amount Program Administrator deems necessary to fund a reserve ("Reserve Account"). Program Administrator may charge to the Reserve Account any amount Dealer owes Program Administrator or Funding Participants or that is otherwise due from Dealer under this Agreement. Dealer's obligations to Program Administrator and Funding Participants shall not be limited by the amount held in the Reserve Account. The Reserve Account does not excuse Dealer from paying any amount that Dealer would otherwise owe under this Agreement. Dealer shall not be entitled to any interest on amounts held in the Reserve Account. Program Administrator will return to Dealer any amount remaining in the Reserve Account when Program Administrator determines a Reserve Account is no longer necessary; provided, however, no refund shall be made later than one year from the termination date of this Agreement. In addition, upon the occurrence of any of the events described in clauses (a), (b) or (c) of the first sentence of this Section 19, Program Administrator may, on behalf of itself and Funding Participants, impose such limitations on Dealer's participation in the POWERpay Program, or take such other action, as Program Administrator deems appropriate.

19. Dealer Ineligible for Loan.

Dealer acknowledges and agrees that neither it nor any of its owners, directors, officers, members, managers, representatives, employees or any member of their immediate families is eligible for a Loan.

20. Assignment.

(a) Dealer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Program Administrator, acting on behalf of, and at the direction and under the control of, Funding Participants; any purported assignment without such consent shall be void. For purposes of this Section 21(a), a transfer of a majority interest in Dealer shall be deemed an assignment. Program Administrator and Funding Participants may assign this Agreement and any of the rights or obligations hereunder at any time. In the event of such assignment, the assignee thereof shall have the same rights and remedies as any assignor under this Agreement, provided that such assignor shall not be relieved of its obligations hereunder arising prior to such assignment unless such assignment is part of an assignment of all or substantially all of its assets and the assignee assumes its obligations hereunder. Otherwise, this Agreement is binding upon the parties and their successors and assigns.

(b) Dealer acknowledges that Program Administrator will enter into agreements with Funding Participants to provide financing under the POWERpay Program and that such persons will originate and own the Loans contemplated hereby. Each Funding Participant shall be a third

party beneficiary of the obligations of Dealer hereunder and shall have the benefit of such obligations and the right to enforce (but not to the exclusion of Program Administrator for its own account) such obligations with respect to any Loan(s) with respect to which it is the Relevant Funding Participant.

21. Insurance.

During the term of this Agreement and thereafter for so long as Dealer has any obligations with respect to the POWERpay Program, Dealer shall maintain at its expense insurance in such amount and against such risks as is customary for businesses of a comparable size in the industry in which Dealer operates. Insurance coverage shall be issued by a carrier rated “A VIII” or higher by A.M. Best or that otherwise is reasonably acceptable to Program Administrator, acting on behalf of, and at the direction and under the control of, Funding Participants, which acceptance will not be unreasonably withheld. If requested by Program Administrator or Funding Participants, Program Administrator and Funding Participants shall be named as additional insureds under each policy. If requested by Program Administrator acting on behalf of Funding Participants, Dealer shall provide Program Administrator with a certificate of insurance evidencing such insurance coverage and renewals thereof. Dealer shall notify Program Administrator if any required insurance policy is cancelled, not renewed or modified in any material respect within 15 days of any such cancellation, non-renewal or modification.

22. Merger and Integration.

Except as specifically stated otherwise herein, this Agreement, together with the Operating Instructions, sets forth the entire understanding of Program Administrator and Dealer relating to the subject matter hereof, and all prior understandings, written or oral, are superseded by this Agreement and the Operating Instructions. This Agreement may not be modified, amended, waived or supplemented except as provided herein. All exhibits, schedules and addendums hereto and any documents or instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

23. Dealer Obligations Unaffected.

Dealer’s obligations under this Agreement are not affected by any settlement, extension, forbearance or variation in terms that Program Administrator, at the direction and under the control of Funding Participants, may grant in connection with any Loan or by the release of the obligations of any Borrower by a court or by operation of law.

24. Indemnification; Related Matters.

(a) Dealer shall indemnify, defend (at Dealer’s sole expense and with counsel reasonably acceptable to Program Administrator acting on behalf of, and at the direction and under the control of, Funding Participants), and hold harmless Program Administrator and any Funding Participant that funds or owns a Loan (or the economic rights thereto) to a customer of Dealer (and their respective officers, directors, shareholders, members, partners, managers, employees, representatives and agents) (each a “POWERpay Program Indemnified Person”) from and against any and all losses, claims, investigations, litigation, proceedings, liabilities, damages, administrative charges and expenses (including attorneys’ fees) of any kind whatsoever

(collectively a “Loss”) directly or indirectly arising out of or related to Dealer’s breach of any obligation owed to Program Administrator or any third party, including: (i) breach of any representation, warranty or covenant of Dealer contained in this Agreement, including the Dealer Program Agreement Compliance Addendum attached hereto; (ii) failure of Dealer to comply with any applicable federal, state or local law, rule, regulation or ordinance; (iii) any Loss sustained by or threatened against any POWERpay Program Indemnified Person attributable in whole or in part to negligence, fraud, error (whether negligent or not), omission or misconduct of Dealer, its employees, subcontractors, representatives or agents; (iv) any Loss sustained by or threatened against any POWERpay Program Indemnified Person by reason of, or attributable in whole or in part to, Dealer’s failure to perform any of its obligations, or discharge any of its responsibilities, to any person, including failure to pay Transaction Fees when due; (v) any defect in any Offerings sold or provided by Dealer or any breach of any express or implied warranty in connection with such Offerings; and (vi) any voluntary or involuntary bankruptcy or insolvency proceeding by or against Dealer; provided that Dealer shall have no obligations or liability under this Section 25(a) to the extent a Loss results solely from the gross negligence or willful misconduct of a POWERpay Program Indemnified Person. Dealer further agrees to reimburse each POWERpay Program Indemnified Person upon demand for all legal and other expenses (including expenses related to investigation, settlement, compromise or satisfaction) incurred by any such POWERpay Program Indemnified Person in connection with any of the foregoing.

(b) Dealer agrees that if it breaches any representation or warranty herein or if a Borrower asserts any claim or defense (regardless of the validity thereof) arising out of any transaction evidenced by any credit application, Loan Agreement or Transaction Request or cancels any transaction evidenced by any credit application, Loan Agreement or Transaction Request, Dealer will refund on demand the amount of any Loan affected, plus any finance or other charges related to such Loan. Dealer also agrees to indemnify and hold the POWERpay Program Indemnified Persons harmless for any and all breaches of warranties, damages and costs, including attorneys’ fees, which any POWERpay Program Indemnified Person may sustain as a result of any such event. Program Administrator, on its own behalf or on behalf of Funding Participants (as applicable), may, at its option, deduct any amount Dealer owes Program Administrator or Funding Participants pursuant to this paragraph (b) or any other provision of this Agreement from any amount Program Administrator or Funding Participants may owe Dealer. Where Dealer has reimbursed, indemnified or held POWERpay Program Indemnified Persons harmless, or where Program Administrator, on its own behalf or on behalf of Funding Participants (as applicable), has deducted such amounts from any amount Program Administrator or a Funding Participant owes Dealer, Dealer shall have the rights specified in Section 12(b)(v), subject to the limitations contained therein.

(c) Program Administrator shall indemnify, defend (at Program Administrator’s sole expense and with counsel reasonably acceptable to Dealer) and hold harmless Dealer (and Dealer’s officers, directors, shareholders, members, partners, managers, employees and agents) (each a “Dealer Indemnified Person”) from and against any Loss directly or indirectly arising out of (i) the gross negligence or willful misconduct of Program Administrator, and (ii) its failure to comply with the terms of this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance; provided that Program Administrator shall have no obligations or liability under this Section 25(c) to the extent a Loss results solely from the gross negligence or willful misconduct of a Dealer Indemnified Person.

(d) In the event that a POWERpay Program Indemnified Person or a Dealer Indemnified Person shall receive any claim or demand or be subject to any suit or proceeding in connection with which a claim may be made against such person under this Section 25, the indemnified party shall give prompt written notice thereof to the indemnifying party and the indemnifying party will be entitled to participate in the settlement or defense thereof; provided that the failure to give such notice in a timely manner shall not impact the availability of indemnification except to the extent that it materially and adversely impacts the defense of any such claim or demand. In any case, the indemnifying party and the indemnified party shall cooperate (at no cost to the indemnified party) in the settlement or defense of any such claim, demand, suit or proceeding.

(e) In the event and for so long as any POWERpay Program Indemnified Person actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction involving Dealer or any customer of Dealer, Dealer will cooperate with such POWERpay Program Indemnified Person and its counsel with respect thereto, make available any personnel under its control, and provide such testimony and access to its books and records, including allowing copies to be made by such POWERpay Program Indemnified Person or its representatives, as shall be reasonably necessary in connection therewith, all at the sole cost and expense of Dealer.

25. Nonwaiver and Extensions.

The parties shall not by any act, delay, omission or otherwise be deemed to have waived any rights or remedies hereunder. Each party agrees that the other party's failure to enforce any of its rights under this Agreement shall not affect any other right or the same right in any other instance.

26. Ownership of POWERpay Program.

Neither Dealer nor any parent, subsidiary or other Affiliate of Dealer shall by virtue of this Agreement secure any title to or other ownership interest in any elements of the POWERpay Program, including the Operating Instructions, written specifications, training materials, programs, systems, screens or any documentation or materials relating thereto, which are Program Administrator's or any Funding Participant's exclusive property. Dealer agrees to use the elements of the POWERpay Program and information about the POWERpay Program only for the purpose of enabling Dealer to use the POWERpay Program provided under this Agreement and for no other purpose.

27. Rights of Persons Not a Party.

Except as expressly provided herein, this Agreement shall not create any rights on the part of any person not a party hereto, whether as a third party beneficiary or otherwise.

28. Governing Law; Severability.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to the conflict of laws provisions thereof. If any provision of this Agreement is found to be illegal, unenforceable or contrary to applicable law, such provision shall be deemed ineffective without invalidating the remaining provisions hereof and this Agreement may be reformed giving the effect to the greatest extent possible to the intentions of the parties as reflected by the ineffective provision.

29. Independent Contractor.

This Agreement does not (and shall not be construed to) establish a partnership, joint venture, agency relationship or other form of business association between Dealer and Program Administrator or any Funding Participant. Program Administrator and Dealer are independent contractors, and neither party shall have the authority to speak for, commit or bind the other party.

30. Actions of Employees.

Each party is responsible for the actions of its employees. In the event employment of an employee is terminated, the party that employed such former employee will take reasonable steps to ensure that such former employee no longer has access to the POWERpay Program systems (including changing any passwords necessary to access such information or system or any confidential information relating to, or arising from, the POWERpay Program).

31. Notices.

All demands, notices and communications hereunder shall be in writing. Notices shall be and deemed to have been duly given (a) three Business Days from the date of mailing by regular first class U.S. mail; (b) one business day from the date of mailing by a commercial overnight carrier (providing proof of delivery); (c) the business day on which notice is sent by facsimile with a date and time confirmation sheet that the fax went through to the other party; or (d) the business day on which notice is sent by e-mail, provided that notice shall not be deemed to have been duly given to any Dealer with respect to which Program Administrator has received an indication the email was not actually delivered to such Dealer. For purposes of this Section 32, Saturdays, Sundays and federal holidays shall be considered non-Business Days. All notices to Program Administrator and a Funding Participant hereunder shall be sent to the address set forth below or to such other address, fax number or e-mail address as Program Administrator may advise Dealer in writing. Notices to Dealer shall be sent to Dealer's postal or street address, fax number or e-mail address set forth in the Application or such other address, fax number or e-mail address as Dealer may advise Program Administrator in writing.

If to Program Administrator: POWERPAY, LLC
1121 N. Bethlehem Pike, Suite 60-147
Spring House, PA 19477
Attention: Compliance Department

32. Execution.

This Agreement, through execution of the Application, may be executed by facsimile or some other enforceable electronic signature, which shall be deemed an original.

33. Marks.

Dealer hereby grants Program Administrator, on behalf of itself and Funding Participants, a nonexclusive license to use its name, trademarks, logos and other marks in connection with the administration and operation of the POWERpay Program during and after the term of this Agreement.

34. Press Release.

Dealer agrees not to issue any announcement concerning the POWERpay Program or Dealer's relationship with Program Administrator or any Funding Participant in a press release or other similar communication to the general public without Program Administrator's prior written consent.

35. Call Monitoring.

With respect to any calls Program Administrator may make to Dealer or Dealer may make to Program Administrator, Dealer acknowledges that such calls may be monitored or recorded by Program Administrator for quality assurance or other purposes.

36. DAMAGES; ATTORNEYS' FEES.

DEALER SHALL BE LIABLE TO POWERPAY PROGRAM INDEMNIFIED PERSONS FOR ALL DAMAGES UNDER APPLICABLE LAW AND COSTS INCURRED IN ANY COLLECTION ACTION OR OTHER LEGAL PROCEEDING ANY POWERPAY PROGRAM INDEMNIFIED PERSON MAY BRING AGAINST DEALER (INCLUDING ATTORNEYS' FEES, COURT COSTS, INTEREST, FILING FEES AND OTHER EXPENSES OF ANY KIND WHATSOEVER). TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY POWERPAY INDEMNIFIED PERSON BE LIABLE TO DEALER OR ANY OTHER PERSON FOR ANY GENERAL, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR COVER DAMAGES, INCLUDING LOSS OF PROFIT, LOSS OF PERSONAL PROPERTY, OR ANY OTHER SIMILAR DAMAGE OR LOSS.

37. JURISDICTION.

ANY SUIT, COUNTERCLAIM, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATED DOCUMENT OR UNDER ANY OTHER DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREwith, OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, MUST BE BROUGHT BY EITHER PARTY EXCLUSIVELY IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN THE CITY OF WILMINGTON AND COUNTY OF NEW CASTLE, AND THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND ANY APPELLATE COURTS THEREOF FOR THE PURPOSE OF ANY

SUCH SUIT, COUNTERCLAIM, ACTION OR PROCEEDING OR JUDGMENT THEREON (IT BEING UNDERSTOOD THAT SUCH CONSENT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS WAIVES ANY RIGHT TO SUBMIT ANY DISPUTES HEREUNDER TO ANY COURTS OTHER THAN THOSE ABOVE).

38. WAIVER OF JURY TRIAL; NO CLASS ACTION.

POWERPAY PROGRAM INDEMNIFIED PERSONS AND DEALER INDEMNIFIED PERSONS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, ANY RELATED DOCUMENT OR UNDER ANY OTHER DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT, AND AGREE THAT ANY SUCH ACTION, SUIT, PROCEEDING OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR ENTERING INTO THE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HERETO AGREES THAT ANY SUCH PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION.

39. Further Assurances.

Each party hereto agrees to execute all such additional documents and instruments and to do all such further things as the other party hereto may reasonably request in order to give effect to and consummate the transactions contemplated hereby.

40. Construction.

For purposes of this Agreement, whenever the context requires: the singular number includes the plural, and vice versa; the masculine gender includes the feminine and neuter genders; the feminine gender includes the masculine and neuter genders; and the neuter gender includes masculine and feminine genders.

(a) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

(b) As used in this Agreement, the words “include” and “including,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the word “without limitation.”

(c) Except as otherwise indicated, all references in this Agreement to “Sections,” “Exhibits” and “Schedules” are intended to refer to Sections of this Agreement and Exhibits or Schedules to this Agreement.

(d) All terms defined in this Agreement shall have the defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein.

(e) Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

(f) The word “or”, when used in this Agreement, is not exclusive

41. Definitions.

For purposes of this Agreement:

(a) “Access Device” is a card or other item displaying an Account Number issued to a Borrower for use in connection with the POWERpay Program to access funds approved to be advanced to such Borrower by a Funding Participant pursuant to the POWERpay Program.

(b) “Account Number” is a unique identification number assigned by the POWERpay Program or the applicable payment card network to a Loan.

(c) “Affiliate” is a person that, directly or indirectly, controls, or is controlled by, or is under common control with, Dealer. For purposes of this definition of Affiliate, “control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting shares, by contract, or otherwise (d) “Agreement” is this POWERpay Dealer Program Agreement, as modified or amended as permitted hereby.

(d) “Application” is the POWERpay Program Application for Dealers.

(e) “Borrower” is a customer of Dealer who has applied for and has been approved for a Loan.

(f) “Borrower Information” is any personal information about any applicant or co-applicant or any Borrower received in connection with a Loan, or an application for a Loan, whether included in a credit application or through use of the Account Number or Access Device or obtained from the POWERpay Program, including the applicant or co-applicant’s name, address, social security number, date of birth, income information, Account Number and Loan information.

(g) “Business Day” is any day that is not a Saturday, a Sunday or other day on which banks are required or authorized to be closed in Spring House, PA.

(h) “Funding Participants” are the federally insured financial institutions and other persons holding title and/or economic rights to loans originated through the POWERpay Program.

(i) “Invoice” is defined in Section 8(e)(iii).

- (j) “Loan” is a loan to a Borrower created pursuant to the POWERpay Program.
- (k) “Loan Agreement” is a written agreement between a Funding Participant and a Borrower containing the terms and conditions of a Loan.
- (l) “Loan Documents” are the Loan Agreement, associated Truth-in-Lending Act disclosures and other documentation and communications from a Funding Participant (including documentation regarding online Borrower accounts and describing the rights of Program Administrator, acting on behalf of Funding Participants, to collect from past due Borrowers).
- (m) “Loss” is defined in Section 25(a).
- (n) “Dealer” is the person named as Dealer in the Application and, for purposes of Section 25(a) with respect to a Dealer that is not publicly-traded, shall expressly include all persons who, directly or indirectly, have an ownership interest in Dealer (and, by participating in the POWERpay Program, Dealer represents and warrants that all authorizations and approvals of any such persons necessary for them to be included in the definition of Dealer for such purpose have been obtained).
- (o) “Dealer Indemnified Person” is defined in Section 25(c).
- (p) “Offerings” are any goods, services or merchandise that Dealer offers, sells, distributes, provides or installs or that are offered, sold, distributed, provided or installed on behalf of Dealer, other than any goods, services or merchandise designated by Program Administrator as not eligible for the Program in the Operating Instructions or otherwise in a notice provided to Dealer.
- (q) “Operating Instructions” are any instructions or procedures that Program Administrator, at the direction and under the control of Funding Participants, communicates to Dealer and updates from time to time, provided that updates to the Operating Instructions that are applicable only to the Dealer and not other Dealers generally shall not be effective unless accepted by Dealer in writing.
- (r) “person” is an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other entity.
- (s) “POWERpay Program” is a lending program administered by Program Administrator on behalf of Funding Participants that make consumer loans to customers of Dealers in connection with their purchases of goods, services or merchandise from Dealers.
- (t) “POWERpay Program Indemnified Person” is defined in Section 25(a).
- (u) “Program Administrator” is POWERpay, LLC, a Wyoming limited liability company, together with its Affiliates, permitted assigns and permitted designees, acting as program administrator for the POWERpay Program at the direction and under the control of Funding Participants.

(v) “Relevant Funding Participant” means each Funding Participant that holds a Loan or the economic rights thereto.

(w) “Reserve Account” is defined in Section 19.

(x) “Restricted Transactions” is defined in Section 7(g).

(y) “Transaction Fee” is defined in Section 9.

(z) “Transaction Request” is evidence of a sale in paper or electronic form of Offerings purchased from Dealer by a Borrower and shall include any and all information required by this Agreement.

Dealer Program Agreement Compliance Addendum

POWERpay Program Fair Lending Commitment

The Equal Credit Opportunity Act (“ECOA”) applies to all persons who in the ordinary course of business regularly participate in the decision whether to extend credit to an applicant. The Funding Participants expect Program Administrator and Dealer to offer the POWERpay Program in a manner that complies with the ECOA and its enacting regulations.

The ECOA prohibits discrimination in the granting of credit and further states that the applicants for credit shall not be discriminated against because of the person’s race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract), the fact that all or part of the applicant’s income derives from any public assistance program, or the fact that the applicant has in good faith exercised any right under the federal Consumer Credit Protection Act. State law may also apply to credit products and expand the definition of protected classes to include, among other things, a person’s sexual orientation. In addition, the ECOA contains rules as to creditor requirements for co-makers or co-applicants on an extensions of credit.

To help ensure compliance with the ECOA, set forth below are certain requirements and procedures with which Dealer must comply:

1. Dealer must obtain a completed Program Administrator-approved credit application on each applicant. Each applicant must verify its accuracy and authorize Program Administrator and Funding Participants to investigate the applicant’s credit background.
2. Dealer must advise each applicant that the credit application will be sent to Program Administrator and the Funding Participants.
3. Dealer must take all reasonable steps, including obtaining complete applicant name, physical address, Social Security number and date of birth, to determine and authenticate the identity of an applicant and to confirm that the applicant has a valid government-issued photo identification document.
4. Program Administrator, on behalf of the Relevant Funding Participant, will send an adverse action notice, including ECOA notifications, to each applicant whose request for credit cannot be approved.
5. Dealer represents and warrants to Program Administrator that the Dealer will comply with the requirements of ECOA and any regulations, policy statements, and guidance promulgated or announced by federal or state agencies, including the Consumer Financial Protection Bureau, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, or the office of the Comptroller of the Currency, concerning compliance with ECOA or other fair lending requirements. Without limitation of the general obligation to comply with ECOA, Dealer represents and warrants any plans made available to Borrowers are offered to all Borrowers equally and are negotiated with Borrowers using only good faith, competitive business reasons and in a manner that does

not discriminate against any protected class under ECOA; and that loans originated by Dealer, taken as a group, will not reflect any disparate impact or treatment of a protected class.

Failure to comply with the terms of this Dealer Program Agreement Compliance Addendum is a material breach of the Agreement.