

Dealer Name: _____ **Phone Number:** _____

Which program(s) do you want to enroll in: Flex Loan Program Commercial Financing Program

Section I: Complete all applications using the online system, sign and return as directed below.

Failure to provide a complete application will delay your approval.

- Dealer Company Profile
- Trade References (At least one Trade Reference from supplier of main product line associated with the manufacturer's warranty provided is required)
- Master Dealer Agreement

Section II: The documents in this section must be returned with the application.

- Previous Month End Year-To-Date Financials
- Dealer Warranty Policy
- Manufacturer Warranty Policy
- Copy of Voided Check
- Copy of Contractor's License – 1 Year in Business Required (Business License will be accepted if state doesn't require contractor's license)
- On company letterhead please provide a "signed and dated letter" stating:
 - A. Legal Name of your Business**
 - B. Form of Business** (Corp, LLC, or Sole Proprietor):
 - C. Type of Business** (HVAC, Window, Plumbing, etc)
 - D. Names of Owners of the Business** (Individuals or Parent Corporation)

The Completed Enrollment Forms Can Be Sent Via



Email

saveenergy@egia.org



Fax

800-506-9073, Attn: Contractor Services



Mail

EGIA Attn: Contractor Services
3800 Watt Ave. Suite 105
Sacramento, CA 95821



Company Profile

Business Legal Name:	
Federal Tax ID:	
License type:	
License Id #:	
Business type:	
Association:	
Years in Business:	
Sales:	
Address:	
Contact Person:	
Phone Number:	
Fax Number:	
Email Address:	

Owner/Officer 1 Information

Name:	
Title:	
Address:	

Payment Information

Bank Name:	
Routing Number:	
Account Number:	

Terms & Conditions

This Dealer Company Profile is submitted as part of the Service Finance Company Dealer Enrollment Process. The undersigned, on behalf of the business entity referred to above ("Company"), certifies that he/she has read and that Company agrees to be bound by these Terms & Conditions and that all information provided herein is true and correct. The undersigned has the power and authority to execute and deliver this Dealer Company Profile on behalf of Company, and has been duly authorized to bind Company to same. The Federal Tax Identification Number entered above is the correct Federal Taxpayer Identification Number for the Company.

By signing below, I authorize and/or confirm as follows on behalf of Company:

- i. The Undersigned, on behalf of Company, hereby authorizes Service Finance Company (SFC) or its agents, to retain possession of this Dealer Company Profile, to rely on the information and statements herein, to check and verify both the credit history of the Company and its officers/owners listed above, to secure follow up credit reports, and to exchange information about the Company and its officers/owners with creditors, credit bureaus, and other persons as necessary to complete the Company's enrollment;
- ii. By submitting this Dealer Company Profile, Company agrees that SFC may share any and all information provided or obtained in connection with this Dealer Company Profile, including financial information related to Company which is subsequently provided to, or obtained by SFC and may use such information for all purposes in connection with the evaluation Company's requested enrollment.
- iii. The undersigned, on behalf of Company, hereby authorizes the Company's bank and any other listed references to release and/or verify information to SFC at any time;
- iv. The undersigned, on behalf of Company, hereby authorizes SFC to send email and/or fax communications to Company to the email addresses and fax numbers listed (or to any addresses provided in the future) regarding any matters related to the relationship between Company and SFC; and
- v. The undersigned, on behalf of Company, hereby certifies, represents and warrants that this Dealer Company Profile has been duly executed and delivered on behalf of Company, and that the execution and delivery of this Dealer Company Profile and the consummation of the transactions contemplated hereby have been authorized by all necessary corporate action and do not and will not conflict with the organizational documents of the Company.

By: X _____
Authorized Signature

Date

Trade References

Please list three trade references

Company/Supplier: _____

Account Number: _____

Phone Number: _____

Contact Person: _____

Address: _____

Company/Supplier: _____

Account Number: _____

Phone Number: _____

Contact Person: _____

Address: _____

Company/Supplier: _____

Account Number: _____

Phone Number: _____

Contact Person: _____

Address: _____



SFC MASTER DEALER AGREEMENT

This Master Dealer Agreement (this "Agreement") is entered into between Service Finance Company, LLC ("SFC") located at 555 S. Federal Hwy, Suite 200, Boca Raton, Florida 33432, a Florida Limited Liability Company, and _____, located at _____ (the "Dealer") each a "Party" and, collectively, the "Parties" as of this ____ day of _____, (the "Effective Date").

Recitals:

WHEREAS, Dealer is in the business of selling and installing home improvement products (the "Merchandise") to consumers (each a "Buyer" and collectively, the "Buyers"); and

WHEREAS, SFC is in the business of providing financing and related services; and

WHEREAS, Dealer intends to sell Merchandise to Buyers on credit terms (with respect to each Buyer in a specific sale, a "Transaction") pursuant to a contract with the Buyer which describes the Merchandise and the work required to install it ("Work Order"); and

WHEREAS, Dealer shall finance the Transaction by the execution of a retail installment contract or a promissory note the form of which shall be specified by SFC from time to time (with respect to each completed Transaction, the "Instruments"); and

WHEREAS, SFC desires to purchase Instruments from Dealer on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, and for other good and valuable consideration, their receipt and sufficiency of which are hereby acknowledged, the Dealer and SFC hereby agree as follows:

1. **Recitals; Representations by Dealer.** The Recitals set forth above are hereby incorporated into and deemed a part of the Agreement. In consideration of SFC's purchase of Instruments with respect to a Transaction, Dealer represents and warrants the following with respect to the applicable Buyer, Merchandise, Transaction, and with respect to each Instrument:

- a. The Transaction represents a bona fide sale (and, if applicable, installation) of Merchandise to the Buyer named on the Instrument and the Merchandise was not delivered to the Buyer on a trial basis.
- b. The execution of the "Certificate of Completion" (defined as the certificate provided to Dealer by SFC in a form acceptable to SFC which shall be executed by Dealer upon completion of each Transaction by Dealer) constitutes Dealer's certification that the Transaction is complete and that, to the best of Dealer's knowledge, the Buyer is satisfied with the work performed by Dealer.
- c. The Transaction evidenced by the Instruments is free from set off or valid counterclaim of any nature including fraudulent act on the part of Dealer.
- d. The Buyer was of legal age to execute the Instruments at the time of execution.
- e. The Buyer has not exercised his or her right to cancel the Work Order related to an Instrument purchased by SFC pursuant to the law of the state in which the property to be improved is located ("Right to Cancel") and such Work Order shall not be subject to Buyer's Right to Cancel subsequent to the expiration of the initial cancellation period which shall not have been extended as a result of any act or failure to act on the part of Dealer.
- f. The Buyer has not exercised his or her right to rescind the retail installment contract or promissory note, as the case may be, pursuant to the Federal Truth in Lending Act, or any similar state law governing the Buyer's right of rescission ("Right of Rescission") related to an Instrument purchased by SFC and such Instrument shall not be subject to Buyer's Right of Rescission subsequent to the expiration of the initial rescission period which shall not have been extended as a result of any act or failure to act on the part of Dealer.
- g. Buyer paid the down payment, if any, shown on the Instruments in cash, by credit card, or personal check.
- h. The Dealer has not paid and will not pay a rebate, "refund" or other inducement, whether in cash or other form of payment, to the Buyer in connection with the Transaction.
- i. The person who executes this Agreement on behalf of Dealer has full power and authority to bind Dealer to the terms of this Agreement.
- j. The Merchandise purchased by Buyer has been carefully and properly installed, inspected, and adjusted to factory recommendations and in the case where the city,

county or state requires a building permit for the installation of the Merchandise, said building permit has been issued by the applicable governmental authority.

- k. The person who executes the Allonge assigning all of the Dealer's right title and interest in and to the Instrument to SFC and the Certificate of Completion is an employee of the Dealer and has full and complete authority to bind the Dealer with respect to each document. The Dealer shall deliver the original of the Allonge and Certificate of Completion, fully executed, together with fully executed Instruments (including original or so-called "wet" signatures of Buyers and Dealer when required by SFC with respect to any other financing product, and "Electronic Signatures" of Dealer and Buyer when permitted by SFC with respect to its WPD I Program), to SFC as a precondition to SFC's obligation to fund its purchase of the Instrument as provided hereinafter.
- l. Dealer has not made any warranties, guarantees, or promises regarding the Merchandise (other than any warranties regarding the Merchandise which may arise by operation of law), without providing to SFC a copy of all such warranties, guarantees, or promises (any warranties, guarantees, or promises regarding the Merchandise set forth in the Instruments shall be deemed provided to SFC for purposes hereof).
- m. Dealer will comply with all warranties related to the Merchandise and the installation thereof.
- n. In the event Dealer is a member of or participant in an association of dealers designed to enhance Dealer's marketing and sales efforts in any form ("Association"), Dealer hereby authorizes SFC to obtain any and all information it may request with respect to Dealer, its owners, officers, employees and general business operations from the management of the Association at any time during the term hereof.
- o. The execution of any Instruments, and other documents required hereby, including the Dealer Allonge and Certificate of Completion, in the form of a "jpeg" image or other similar electronic format signature ("Electronic Signature"), shall create a valid and binding obligation of the Party executing (or on whose behalf such Electronic Signature is executed) with the same force and effect as if such Electronic Signature were an original thereof, and SFC may rely on the receipt of such Electronic Signature as if the original, wet signature, had been received.
- p. Dealer is in compliance with applicable contractor licensing rules and regulations in all jurisdictions in which it operates.

- q. Dealer shall comply with all of the terms and conditions of this Agreement and with Exhibit A annexed hereto with respect to each Transaction.

2. **Credit Application; Dealer Enrollment; Verification.**

- a) Dealer must be enrolled in SFC's WPDI Program (the "Program") upon the execution of this Agreement and Exhibit A annexed hereto and for the duration of the term of the Agreement and Exhibit A. Enrollment in SFC's WPDI Program enables Dealer to offer all of the financing products set forth on the Pricing Matrix annexed hereto as Exhibit 1 to Exhibit A as amended from time to time during the term of this Agreement (collectively, "WPDI Loans").
- b) Dealer shall only be permitted to submit credit applications that qualify for the Program. Dealer shall submit a completed SFC Credit Application and such other documents that SFC may specify from time to time.
- c) Submission of the completed credit application constitutes Dealer's offer to sell the resulting Instrument to SFC. SFC will accept credit applications with respect to the WPDI Program, from Buyers who comply with SFC's WPDI Loan Underwriting guidelines and SFC's Promotional and Installment Loan Underwriting Guidelines current as of the date the credit application is submitted to SFC. In addition, all Buyers must have a verifiable telephone number and meet all SFC credit requirements. SFC may, in its sole and absolute discretion, accept or reject any credit application and may require any information from the Buyer and/or Dealer that it deems necessary. Approval of a Transaction, once issued in writing by SFC, is valid for 120 days from the date of approval.
- d) By issuing an approval for a Transaction, SFC agrees to purchase the resulting Instrument from the Dealer subject to 1) the satisfaction, within SFC's sole and absolute discretion, of all SFC's requirements, including, but not limited to, its receipt of executed originals of all documents required to be signed in connection with the financing of the Instruments included, but not limited to, the Instruments, the "Work Order", all original documents required by the Program, the related Allonge and Certificate of Completion executed by Dealer, (2) the successful completion by SFC of the Buyer verification telephone call and (3) the Dealer's Allonge, effective in accordance with its terms as described in Subsection 7 a) below.

3. **Purchase Price.** The purchase price to be paid by SFC with respect to the purchase of an Instrument from Dealer shall be equal to the sum of the original face amount of the Instrument less the applicable "Dealer Fee" set forth on Exhibit 1 to Exhibit A annexed hereto as modified pursuant to this Section 3 (the "Purchase Price"). The initial Dealer Fees related

to the financing products offered by SFC are set forth on Exhibit 1 to Exhibit A annexed hereto and made a part hereof. SFC reserves the right to amend Exhibit 1 to Exhibit A by adding or deleting financing products and/or modifying the Dealer Fees related thereto at any time during the term of this Agreement. Any modification of the initial Dealer Fees or the financing products listed on Exhibit 1 shall be set forth on an Amended and Restated Exhibit 1 which shall be delivered to Dealer and be effective as of the date specified therein. Provided, however, that any modification to a Dealer Fee or the financing products offered by SFC shall only be effective for Transactions approved by SFC subsequent to the Dealer's receipt of an Amended and Restated Exhibit 1. Dealer agrees to execute Exhibit A contemporaneously with the execution of this Agreement.

4. **Non-Recourse.** SFC shall purchase Instruments pursuant to the terms of this Agreement without recourse to Dealer. Notwithstanding the preceding sentence, in the event that subsequent to its purchase of an Instrument, SFC shall determine that Dealer has breached any of the representations or warranties of Dealer set forth in Section 1 above with respect to a Transaction, SFC shall be entitled to damages in the amount of the purchase price paid by SFC to the Dealer for the Instrument affected by such breach. Specifically, SFC shall be entitled to debit the Dealer Account (defined in Section 24 hereof) as set forth in Section 24, below, for the full amount of the Purchase Price paid to Dealer for the Instrument affected by such breach.
5. **Patriot Act Information Form.** Dealer acknowledges and agrees that SFC has delegated the responsibility to complete the Patriot Act Information Form ("Form") to Dealer. Dealer shall obtain a valid form of identification, as set forth on the Form, from each Buyer and shall complete the Form pursuant to its terms. Dealer shall execute the Form to confirm that it has verified the identity of the Buyer on behalf of SFC and that all information on the form is true and correct.
6. **Documentation.** Dealer is responsible for the completion and collection of all loan documents, and Instruments as required and provided in the documentation used by SFC and by the underwriting guidelines of the respective Programs together with federal, state, or local lending laws or regulations governing commercial, agricultural or consumer use transactions, whichever apply to a particular Transaction.
7. **Purchase of Instruments.**
 - a) All of Dealer's right title and interest in the Instrument shall be assigned to SFC, as owner, as of the later of the date the Allonge is executed by the Dealer with respect thereto or the effective date of such Allonge (with respect to each Allonge which

provides for an effective date). Upon receipt of the Allonge, SFC shall verify that all documents related to its purchase of the Instrument have been received, are correct, and, that with respect to each specific class of Instrument, the requirements of Subsection 2 d) have been met to SFC's satisfaction. Once satisfied with the above, SFC shall disburse the Purchase Price to Dealer pursuant to Subsection b) of this Section 7.

- b) In consideration of the assignment of the Instrument by the Dealer as set forth in Subsection a) above, SFC will remit the Purchase Price to Dealer on the funding date immediately following SFC's determination in its sole and absolute discretion that the requirements of Subsection 2 d) have been met. SFC reserves the right to schedule funding dates within its sole and absolute discretion. Dealer agrees to accept the Purchase Price as payment in full for the Instruments purchased by SFC from Dealer pursuant to this Agreement. Notwithstanding the above, SFC shall be entitled to void the purchase of the Instrument and withhold the Purchase Price if, prior to the payment of the Purchase Price by SFC as aforesaid, (1) a Buyer successfully exercises his or her Right to Cancel, or (2) a Buyer successfully exercises his or her Right of Rescission. Provided, further, that SFC shall be entitled to (1) withhold the payment of the Purchase Price or (2) require that the Dealer repay the Purchase Price for any Instrument (pursuant to the provisions of Subsection 7 c) hereof) with respect to which a Buyer notifies SFC that the Merchandise, and/or the work performed by Dealer with respect to the installation thereof, has not been completed to his or her satisfaction ("Buyer Notification"). With respect to an Instrument subject to a Buyer Notification, payment of the Purchase Price may be withheld by SFC (either prior to or subsequent to payment of the Purchase Price by SFC) until the Buyer notifies SFC that the Merchandise and the work performed by dealer with respect to the installation thereof has been completed to his or her satisfaction.
- c) Notwithstanding any other provision of this Agreement, if Dealer has received payment of the Purchase Price of an Instrument, Dealer shall repay said Purchase Price to SFC in the event that, with respect to an Instrument purchased by SFC, (1) a Buyer successfully exercises his or her Right to Cancel or (2) a Buyer successfully exercises his or her Right of Rescission. Provided, further that SFC may require repayment of the Purchase Price with respect to which Buyer has provided SFC with a Buyer Notification. Dealer shall make such repayment on the Business Day immediately following its receipt of a demand for same from SFC and, upon its receipt of such repayment, SFC shall assign the subject Instrument to Dealer. To the

extent adequate funds are available in the "Dealer Account" (defined hereinafter), Dealer hereby consents to SFC's withdrawal of said funds pursuant to Section 24 of this Agreement and Dealer covenants that it will not object to such withdrawal and will not attempt to reverse any such withdrawal. In the event that adequate funds are not available in the Dealer Account, Dealer shall pay the full amount due SFC by wire transfer of immediately available funds to the address specified in SFC's demand for repayment.

d) Any notice required pursuant to this Section 7 shall be deemed to be delivered if sent by email or pursuant to the provisions of Subsection 19 a) of this Agreement.

8. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto, supersedes and terminates any prior agreements between the Parties with respect to the matters contained herein, including, without limitation, all prior SFC Master Dealer Agreements, whether written or oral, and cannot be modified in any respect except by an amendment in writing signed by both Parties.
9. **Right to Reject.** SFC reserves the right to (a) reject any credit application or (b) refuse to purchase any Instrument notwithstanding a prior approval of such credit application, unless and until it has determined in its sole and absolute discretion that the requirements of Subsection 2 (d) of this Agreement have been met with respect to a Transaction.
10. **No Agency.** Dealer and SFC acknowledge that they are not agents for one another and therefore they are not bound by any agreements made by one another with third parties unless prior written approval has been given. Dealer and SFC specifically agree to indemnify and hold one another harmless from any damages each may incur as a result of claims made by any third party in contravention of this paragraph, including recovery of any expenses and attorney fees incurred by either Party to defend against such claims
11. **Assistance.** If at any time during the term of an Instrument a Buyer does not make payments to SFC or an affiliate of SFC and/or the third party purchaser of an Instrument from SFC or its affiliate because of alleged defects in the Merchandise or the installation thereof, if such Merchandise was installed by Dealer (or a contractor acting on behalf of Dealer), Dealer agrees to work with SFC to provide all required assistance (including, at the request of SFC, one on-site service call at no cost to either SFC or the Buyer) in resolving the alleged defects. SFC and Dealer agree to work together in good faith to determine whether the service problem is directly related to faulty installation (if installed by Dealer or a contractor acting on behalf of Dealer) or defective Merchandise under warranty. If either of these conditions

apply to the Buyer complaint, Dealer shall make all necessary corrections at no cost to SFC or the Buyer.

12. **Buyer Payments.** SFC shall be entitled to receive all payments from Buyers on Instruments purchased by SFC and Dealer may not accept a payment from a Buyer with respect to an Instrument purchased by SFC unless SFC specifically authorizes it to do so. Dealer must endorse (without recourse) and forward immediately to SFC all checks or other payments received by Dealer from a Buyer related to the Instruments. SFC may endorse or cause to be endorsed Dealer's name on checks delivered as payments on Instruments purchased by SFC in order to carry out the purposes of this Agreement. Dealer will make suitable and proper entries on its books showing the absolute sale of Instruments to SFC. SFC's title to Instruments sold to SFC and the lien on Merchandise evidenced by the Instruments sold to SFC is at all times to be superior to any right, title or lien of Dealer, if any, to Instruments and Merchandise.

13. **Amendment; Termination.**

- a) SFC shall have the right to alter any provision of this Agreement, Exhibit A, and/or Exhibit 1 to Exhibit A annexed hereto at any time during the term hereof provided that Dealer is given written pursuant to Subsection 19 a) of this Agreement to the address set forth above. Any such modification shall not apply to Transactions which SFC has approved or Instruments which SFC has purchased prior to the date Dealer receives notice of the aforesaid modification.
- b) The "Initial Term" of this Agreement shall be a period of twelve calendar months commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive terms of twelve calendar months ("Renewal Term"). Either Party may terminate this Agreement at any time by providing the other Party written notice of termination pursuant to Subsection 19 a) below which notice shall be effective upon expiration of a period of five (5) days following receipt of such written notice by the receiving Party. Notwithstanding such termination, the terms of this Agreement shall continue to govern 1) Instruments purchased by SFC prior to the date of termination and 2) Transactions approved by SFC prior to the date of termination. This Section 13 (b) and Sections 14, 15, 24, 26 and 27 shall survive the termination of this Agreement indefinitely.

14. **Confidential Information.** During the term of this Agreement and for a period of twelve (12) months subsequent to its termination, each of the Parties agrees to treat the terms of this Agreement and all information concerning the other Party or a Buyer that is furnished or made available to a Party in connection with this Agreement whether tangible, intangible,

visual, written, oral, or electronic as confidential (“Confidential Information”). Except as otherwise agreed by the Parties, neither Party will disclose the Confidential Information or use the Confidential Information for its own or any third party’s benefit or use it other than with respect to the transactions contemplated by this Agreement. However, the Parties grant each other the right, subject to any applicable consumer credit or other applicable laws governing the confidentiality of information, to provide such information to its agents, partners, lenders and service providers regarding customer credit applications originated through the Dealer, whether approved credit, the grading of the credit, whether the Instruments were funded, delinquency information and other information which may be requested by or deemed appropriate and necessary by the Party. Each Party acknowledges that all of the Confidential Information is the exclusive property of the Party furnishing it to the other Party and that the unauthorized disclosure or use of the Confidential Information may cause irreparable harm and significant injury, the monetary effect of which may be difficult to ascertain. Accordingly, the Parties agree that the furnishing Party may be entitled, without the necessity of showing actual monetary damages, posting of a bond or other security, to immediate injunctive relief and specific performance against any actual or threatened breach of this Agreement, in addition to any and all other rights and remedies available at law, in equity or otherwise for such a breach and that the Party receiving such Confidential Information will not resist such application for relief on the basis that the furnishing Party has an adequate remedy at law. Confidential Information does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the disclosing Party or any of its representatives to the receiving Party or (ii) is already available to, or becomes available to, receiving Party on a non-confidential basis from a source other than the disclosing Party or any of its representatives; provided, that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the disclosing Party or any other Party with respect to such information.

15. **Dealer’s Indemnification**. Dealer agrees to defend and indemnify SFC, its parent, subsidiaries and affiliates and their respective officers, directors, employees, representatives and agents from and against (i) all claims, liabilities and obligations of every kind and description, including legal fees and costs incurred by SFC, arising out of or related to Dealer’s failure to comply with applicable laws and regulations, whether brought by a customer, regulatory agency or other person; (ii) all damage or deficiency resulting from any material misrepresentation, breach of warranty or covenant, or non-fulfillment of any agreement on the part of Dealer under this agreement; and (iii) all actions, suits, claims, proceedings, investigation, audits, demands, assessments, fines, judgments, costs and other expenses

(including, without limitation, reasonable audit and attorneys' fees) incident to any of the foregoing.

16. **No Waiver.** If either Party fails to exercise any rights granted under this agreement, such Party does not waive such rights, but all rights and remedies are cumulative and not alternative. No waiver, modification, or change of this Agreement is valid unless accepted by Dealer and SFC in writing. This Agreement and other transactions between the Parties are governed and construed according to the internal laws of the State of Florida. Any legal action deemed necessary by any Party may be brought in the Circuit Court in and for Palm Beach County, Florida and the Parties consent to the personal jurisdiction of that court.
17. **Dealer Enrollment.** The information contained in the documents submitted by Dealer in connection with its enrollment in either Program (collectively, the "Dealer Application") is provided for the purpose of establishing a credit referral relationship between Dealer and SFC, to enroll Dealer in the Program, or to recertify Dealer's enrollment in the Program. The Dealer understands that SFC is relying on the information provided in the Dealer Application to (i) decide whether to purchase Instruments from the Dealer pursuant to the terms hereof, and (ii) enroll Dealer in its Programs. Dealer represents and warrants that the information contained in the Dealer Application is true and correct in all material respects on and as of the date made. Dealer shall promptly notify SFC of any material change in the information provided to SFC by Dealer in accordance herewith.
18. **Assignment.** Neither SFC nor Dealer may assign this Agreement without the prior written approval of the other Party; any attempted assignment without the approval of the other Party shall be void ab initio and of no force and effect. Notwithstanding the foregoing, SFC may pledge and grant a security interest in its rights under this Agreement to a lender who provides funding for the purchase of Instruments hereunder.
19. **Notices; Signatures.**
 - a) Subject to the provisions of Subsection 7 d) above, any notice to be given or other documents to be delivered by either Party to the other Party shall either be deposited in the United States mail as certified mail, return receipt requested, with postage thereon fully prepaid or via a national overnight courier, and addressed to the Party for whom intended at the address set forth in the first paragraph of this Agreement (or such other address as shall be provided to the other Party in writing at any time). Such notice or other documents shall be deemed received upon the Party's actual receipt thereof. Either Party to this Agreement may, from time to time by written notice to the other, designate a different address, which shall be

substituted for the one above. Notices sent by certified mail shall be deemed effective when an appropriate receipt is signed.

- b) Signed facsimile or pdf documents between SFC and Dealer related to this agreement shall be binding on both Parties hereto. Provided, however, that all documents required to be signed by Dealer and Buyers with respect to a Transaction and/or the purchase of an Instrument by SFC shall meet the requirements set forth elsewhere in this Agreement.

20. **DISPUTES; GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ANY CONFLICTS OF LAWS PROVISIONS AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, EXCEPT TO THE EXTENT PREEMPTED BY FEDERAL LAW. THE PARTIES HEREBY CONSENT TO THE PERSONAL JURISDICTION OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA.

21. **Reserved**

22. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto, supersedes and terminates any prior agreements between the Parties with respect to the matters contained herein including, without limitation, all prior SFC Master Dealer Agreements, whether written or oral, and cannot be modified in any respect except by an amendment in writing signed by both Parties.

23. **Dealer Enrollment Renewal Process.** SFC will recertify Dealer's enrollment on an annual basis and discuss with Dealer any issues which may arise during the recertification process.

24. **ACH Authorization.** The Dealer hereby authorizes SFC to initiate credit entries and, if necessary, debit entries and adjustments for any entries in error to the bank account indicated on the Dealer Application (the "Dealer Account") and the depository named therein (the "Depository") to credit and or debit the Dealer Account with respect to amounts due to or from Dealer (collectively the "Authorization").

Dealer shall be entitled to terminate the Authorization upon thirty days written notice sent to SFC and the Depository by certified mail return receipt requested at SFC's address shown above. Said thirty day period shall commence upon SFC's receipt of such written notice. In the event Dealer shall terminate the Authorization as aforesaid, SFC shall have the right to terminate this Agreement upon five (5) days written notice to Dealer sent by certified mail, return receipt requested, to Dealer's address set forth above.

Notwithstanding Dealer's termination of the Authorization, the Authorization shall remain in full force and effect for a period of thirty days after the last Transaction has been funded by SFC pursuant to the terms of this Agreement through the purchase by SFC of the Instruments related thereto.

25. **Breach.** In the event of a dispute between Dealer and SFC arising out of or in any way related to this Agreement or any transaction contemplated by this Agreement, the prevailing Party shall be entitled to recover from the other Party its costs and other expenses (including, without limitation, reasonable audit and attorneys' fees) incurred in connection with such dispute.
26. **Damages Waiver.** Notwithstanding anything to the contrary in this Agreement, SFC and Dealer shall not be liable to the other under or in connection with this Agreement or any other claim for damages asserted by either of SFC or Dealer against the other for any indirect or consequential or other damages relating to prospective profits, income, anticipated sales or investments, or goodwill, or for any punitive or exemplary damages.
27. **Consumer Protection Laws.** SFC shall be solely responsible and liable for the compliance by SFC and any of its Affiliates with all applicable federal and state consumer protection laws and lending laws, including, but not limited to, Title V, Subtitle A of the federal Gramm-Leach-Bliley Act, 15 USC §§ 6801, the Truth in Lending Act, 15 U.S.C. § 1601, et seq., and the Real Estate Settlement Procedures Act, 12 U.S.C. § 2607, et seq., (collectively, "Consumer Protection Laws"). Compliance with the Consumer Protection Laws, includes, but is not limited to, providing all applicable disclosures and satisfying all federal and state consumer reporting requirements. Subject to the provisions of Section 26 hereof, SFC shall indemnify and hold Dealer harmless from and against any claims made or damages awarded against Dealer through arbitration, trial or other legal proceedings arising out of SFC's breach of the provisions of this Section 27.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the Effective Date hereof.

Printed Dealer Company Name

By: _____

Name:

Title:

SERVICE FINANCE COMPANY, LLC

By: _____

Mark E. Berch, President