

This Contract Purchase Agreement (“Agreement”) is between GoFi, LLC (“GoFi”) and the undersigned dealer (“Dealer”) and is effective as of the Effective Date. This Agreement sets forth the terms and conditions under which GoFi agrees to purchase the Retail Installment Contract described below (the “Contract”), secured by the collateral described below (the “Vehicle”) from Dealer, and incorporates the GoFi Terms, Conditions and Credit Program available on DealerTrack under the GoFi Lender Profile, which Dealer represents it has read and agrees to be bound by. In consideration of the mutual promises and agreements contained, and incorporated herein, GoFi and Dealer agree as follows:

**Contract, Documents, and Assignment.** Dealer is under no obligation to sell and GoFi is under no obligation to buy the Contract. GoFi will decide, in its sole discretion, whether to purchase the Contract. Upon Dealer’s acceptance of GoFi’s offer to buy the Contract, Dealer will promptly deliver all documents requested by GoFi, as well as execute and deliver to GoFi an assignment that transfers all of Dealer’s right, title, and interest in the Contract and the Vehicle, including the lien or security interest, to GoFi. If Dealer fails to execute the assignment, Dealer agrees its acceptance of the agreed upon funds for the Contract will act as the assignment to GoFi. All documents, including the assignment, must be in a form acceptable to GoFi. The purchase of the Contract occurs when GoFi forwards the total of the agreed upon funds to Dealer, after GoFi’s receipt and verification the following conditions have been met: (i) GoFi has received the signed, properly completed credit application related to the Contract and the original, fully-executed, properly-completed Contract matching the terms proposed in the credit application and the terms of GoFi’s offer to buy the Contract; (ii) GoFi has received copies of the proof of purchase of any voluntary protection or other products, whether financed or otherwise, that Dealer has disclosed to Buyer as optional and that Dealer represents and warrants comply with applicable law; (iii) Dealer has produced evidence of a full coverage insurance policy covering the Vehicle; (iv) Dealer has provided to GoFi proof that all stipulations or other requirements communicated by GoFi with its offer have been satisfied; (v) GoFi has received all other documentation and information it requires. GoFi may refuse to purchase the Contract and return it to the Dealer for any reason prior to purchase. If prior to the third full monthly installment payment the Buyer (a) prepays the Contract in full, (b) fails to meet the scheduled payment obligations set out in the Contract, or (c) files for bankruptcy protection in any jurisdiction, GoFi will notify Dealer and Dealer will return to GoFi the participation funds, promotional fees or other premiums paid on the Contract within five (5) days. GoFi, and its affiliates agree not use Buyer information obtained from the Dealer for cross selling, solicitation or any other marketing purposes.

**Power of Attorney.** Dealer appoints GoFi and its authorized officers, as its true and lawful agent and attorney-in-fact, with full power and authority to do all things necessary or appropriate in Dealer’s name to carry out the intent of this Agreement. The foregoing power of attorney is irrevocable, and a special power coupled with an interest. This power of attorney shall extend to Dealer’s successors and assigns.

**Dealer Representations and Warranties.** Dealer represents and warrants the following: (i) the Buyer completed and signed the credit application and the Contract and its associated documents, has full legal capacity to enter into the Contract, is a bona fide good faith purchaser in the ordinary course of Dealer’s business, and is not in default of the Contract at the time the Contract is sold to GoFi; (ii) the Vehicle and its options are accurately described and fully disclosed in the Contract and the Buyer has accepted and has taken possession of the Vehicle; (iii) the Contract is genuine, legally valid, and fully enforceable under its terms and not subject to any offsets, counterclaims, or defenses; (iv) Dealer is a business entity duly organized, validly existing, qualified, and authorized to transact business in, and is in good standing under the laws of, the jurisdiction of its organization and each jurisdiction in which it performs or will perform its obligations under this Agreement; (v) Dealer and its signing representative have the power, authority, and legal right to execute, deliver, and perform this Agreement and its obligations under it; (vi) the execution, delivery, and performance of this Agreement by Dealer and its signing representative are authorized by all corporate or business actions required by law or operating or other corporate agreement; (vii) this Agreement is enforceable against Dealer in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, reorganization, or other creditors’ rights laws or general equity principles; (viii) Dealer is authorized and licensed under all applicable laws to transact business as currently conducted, as well as to enter into and perform the transaction contemplated by this Agreement; and (ix) Dealer and all its business practices comply with all applicable federal, state, and local laws, regulations, and ordinances. These representations and warranties are material to GoFi’s purchase of the Contract, are not waived if GoFi buys a Contract knowing that a representation or warranty has been/is breached, and shall survive the execution, delivery, expiration, and termination of this Agreement. With the exception of the above representations and warranties, the sale of the Contract is without recourse.

**Certificate of Title, Security Interest and Lien:** Dealer shall, within thirty (30) days of the date of the Contract, or within a lesser period if required by applicable law, file and record all documents necessary to properly perfect the valid and enforceable first priority security interest of GoFi in the Vehicle, and shall send GoFi all security interest filing receipts.

**Taxes and Fees:** Dealer will promptly forward, pay and cause to be paid to the proper authorities all federal, state and local fees and taxes due with the sale, financing, titling and registration of the Vehicle.

**Repurchase.** If any of Dealer’s representations, warranties, or covenants described in this Agreement is determined to be inaccurate, untrue, or otherwise breached, Dealer agrees to repurchase the Contract within seven (7) days of receipt of GoFi’s notice to Dealer. Dealer’s

# GoFi LITE AGREEMENT

repurchase obligation applies regardless of whether the Buyer has defaulted. The repurchase shall be without recourse against GoFi and paid in cash upon demand. GoFi will assign the Contract to Dealer, and Dealer agrees to accept the assignment, “as is.”

**Sales Tax Credit for Bad Debt.** Dealer acknowledges the laws of certain states permit a credit or refund for sales tax financed by installment sale contracts that go into default. Dealer agrees that all its right, title, and interest in any funds related to Contracts purchased by GoFi under this Agreement are assigned, transferred, and relinquished to GoFi. Dealer agrees that any such credit or refund mistakenly received by Dealer shall be immediately remitted to GoFi.

**Indemnity.** Dealer agrees to indemnify, defend, and hold GoFi and its respective shareholders, directors, officers, employees, representatives, agents, servants, successors, and assigns harmless against all claims, losses, damages, injuries, liabilities, costs, expenses, actions, suits, and proceedings, including without limitation, court costs and attorney fees, arising out of or relating to: (i) Dealer’s breach of this Agreement; (ii) Dealer’s evaluation of Buyer for financing; (iii) Dealer’s pricing of the Vehicle or pricing of the Contract as it relates to Buyer; (iv) Dealer’s denial of financing, or other adverse action, relating to Buyer; (v) any actions or failure to act of Dealer in connection with the credit application or Contract; or (vi) any action of Dealer with respect to its repair and maintenance (or that of any affiliated vehicle repair company) of any Vehicle. This Section shall survive the execution, delivery, expiration, and termination of this Agreement.

**Applicable Law.** This Agreement shall be governed by the laws of the state of Texas, without regard to its conflicts of law provisions.

**Jurisdiction and Venue.** Dealer and GoFi agree that any dispute arising under or related to this Agreement, or the Contract shall be adjudicated in the state of Texas. Dealer consents to personal jurisdiction in the home state of the defendant in any dispute. The parties also agree that any claim, dispute, or other controversy between the parties under this Agreement or related to the Contract would involve difficult and complex issues that would be more appropriate to try before a judge without a jury, and both parties hereby agree to knowingly, intentionally, and voluntarily waive any right they may have to trial by jury.

**Attorney Fees and Costs.** If GoFi sues to enforce this Agreement, GoFi may recover all costs, including, but not limited to, attorney fees, arbitration fees, and court costs, including costs incurred in any appeal.

**Authority to Sign:** By executing this Agreement, the undersigned affirmatively represents that they are the agent of the Dealer and have full authority and capacity to sign on behalf of the Dealer, and to bind the Dealer to the terms of this Agreement.

**IN WITNESS WHEREOF,** GoFi and Dealer have executed this Agreement with proper authority effective as of the date of Dealer’s signature below (“Effective Date”).

The “Vehicle”	The “Contract”
Year Make Model Vehicle Identification Number (“VIN”)	Contract Date: Application ID #
<b>Dealer Information:</b> Dealer Name: Dealer Address: Dealer Phone Number: General Manager Name: General Manager Phone Number	<b>Payment Information:</b> Bank Name Account Holder Make Check Payable To: Dealer authorizes GoFi to disburse the agreed upon funds to Dealer by check made payable to the above identified payee.
<b>Signature:</b>	<b>Effective Date:</b>
<b>Printed Name:</b>	<b>Printed Title:</b>