

# GoFi Group Dealer Agreement

This Dealer Agreement (“Agreement”) is between GoFi, LLC (“GoFi”) and \_\_\_\_\_ (the “Dealer”), and each of its member dealerships identified in Exhibit A to this agreement (“Covered Dealerships”), and effective as of the Effective Date (defined below). This Agreement sets forth the terms and conditions under which GoFi or its affiliates or subsidiaries buy Contracts originated by the Covered Dealerships. In consideration of the mutual promises and agreements contained in this Agreement, GoFi Dealer, and the Covered Dealerships agree:

**1. Application Process.** GoFi will review consumer credit applications submitted by buyers (“Buyers”) who wish to buy motor vehicles (“Vehicles”) from Covered Dealerships using financing provided by Covered Dealerships (“Credit Applications”), and who meet the minimum requirements of GoFi’s Credit Programs as defined in Section 2. GoFi will determine, in its sole discretion, whether GoFi will buy vehicle retail installment sales contracts, security agreements, and guarantees of these contracts and agreements (individually and collectively “Contracts”) from Covered Dealerships. Final approval and purchase are subject to the Purchase Conditions in Section 4. Covered Dealerships will verify all information provided by Buyer.

**2. Credit Programs.** GoFi may provide one or more credit programs to Dealer and Covered Dealerships that establish additional terms and conditions for the purchase of Contracts under the credit program (“Credit Programs”). These terms and conditions may include without limitation, the amount or method of computing the purchase price for the Contract (“Purchase Price”) and the amount or method of computing any compensation to be paid to Dealer and/or Covered Dealerships by GoFi in addition to such Purchase Price for GoFi’s purchase of Contracts under the Credit Program (“Dealer Compensation”). The terms and conditions associated with each Credit Program may be detailed in separate Credit Program guidelines, or other similarly designated documents, communicated to Dealer and Covered Dealerships as specified in Section 34. GoFi may amend or discontinue any Credit Program, in its sole discretion, at any time without notice to the Dealer or Covered Dealerships. However, GoFi will make reasonable efforts to provide notice to the Dealer and Covered Dealerships as specified in Section 34. Covered Dealerships’ sale of a Contract to GoFi under the Credit Program on or after the effective date of an amendment will constitute acceptance of that amendment.

**3. Purchase and Sale Process.** Covered Dealerships are under no obligation to sell and GoFi is under no obligation to buy any Contracts from Covered Dealerships. All Contracts must be on forms satisfactory to GoFi. Upon Covered Dealership’s acceptance of GoFi’s offer to buy any Contract, Covered Dealership shall promptly execute and deliver to GoFi an assignment of the Contract in a form acceptable to GoFi (“Assignment”). Such assignment shall transfer all of Covered Dealership’s rights, title, and interest in such Contract (and Dealer’s rights, title and interest in such Contract, if any) and the related Vehicle, including without limitation, a security interest or lien on the Vehicle. If the Covered Dealership fails to execute such an assignment, Dealer and Covered Dealership agree that its acceptance of the Purchase Price for the Contract will act as an assignment to GoFi of all Dealer and Covered Dealership’s rights, title, and interest in the Contract and the Vehicle, including without limitation, a security interest or lien on the Vehicle.

The Parties agree that the purchase of the Contract occurs when GoFi forwards funds to the Dealer or the Covered Dealership (as applicable), or credits Dealer’s or Covered Dealership’s account after receipt and verification of the Conditions defined in Section 4. GoFi may refuse to purchase the Contract, and return it to the Covered Dealership, for any reason prior to the purchase.

**4. Purchase Conditions.** GoFi will decide, in its sole discretion, whether to purchase a contract from a Covered Dealership. If a Covered Dealership wishes to sell a contract to GoFi, all of the following conditions (“Purchase Conditions”) must be met:

- a. Covered Dealership must produce all documents requested by GoFi, and in a form acceptable to GoFi, including: (i) The original, fully-executed and properly-completed Contract matching the terms proposed in the related Credit Application and/or the terms of GoFi’s offer to buy that Contract, (ii) the signed, properly-completed Credit Application related to the Contract documented on a form acceptable to GoFi, (iii) Copies of any Voluntary Protection Product (described in Section 7(n)) forms evidencing the Buyer’s purchase, if applicable, (iv) agreement to furnish insurance form, showing the Buyer’s insurance company, phone number and policy number and which requires the Buyer to carry full coverage insurance on the purchased

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vehicle), (v) any other documentation required by GoFi under the applicable Credit Program for payment of the Purchase Price and/or for the perfection of GoFi's security interest or lien in the related Vehicle, and (vi) any other documentation associated with the Contract that GoFi requires per a communication to the Covered Dealership as specified in Section 34. GoFi may, in its sole discretion, agree to accept any of these documents in an electronic form created and stored in a manner acceptable to GoFi;

- b. Covered Dealership must provide proof, in a form acceptable to GoFi, that all stipulations or other requirements communicated with GoFi's offer to buy the Contract, the applicable Credit Program, or otherwise communicated to Covered Dealership as specified in Section 34, have been satisfied; and
- c. Each of the representations, warranties, and covenants in Section 7 must be true, accurate, and correct as to such Contract.

**5. Purchase of Contracts and Recourse.** Subject to this Section, and the Repurchase obligations in Section 9, unless purchased under a Credit Program that provides for recourse or a sale on a recourse basis is otherwise agreed to by GoFi and the Dealer or the Covered Dealership, all Contracts are sold without recourse.

In the event a Buyer (a) prepays their Contract in full, (b) fails to meet the scheduled payment obligations defined in their Contract, or (c) seeks bankruptcy protection under any applicable federal or state bankruptcy, insolvency, or other similar law prior to GoFi's receipt of the third (3rd) full monthly installment payment due thereunder GoFi shall notify the Covered Dealership of such Default, whereupon the Covered Dealership shall, within five (5) days of receiving the notice from GoFi, elect at its sole discretion either of the following options and notify GoFi of its election in writing: return to GoFi the premiums and/or fees paid to the Dealer or Covered Dealerships on said Contract; allow GoFi to withhold the amount owed from the proceeds of future Contracts during the funding process.

**6. Representations, Warranties, Covenants and Obligations of Dealer and Covered Dealerships.** Dealer will complete, and attach hereto as Exhibit A, a "Dealer Information Package" containing the information requested by GoFi for each of its Covered Dealerships, and provide documentation for each Covered Dealership including: (a) a completed Automated Clearing House ("ACH") Form, and required documents to verify the Covered Dealership's ACH information (b) a copy of the Covered Dealership's state issued license or state issued certificate of good standing, (c) a completed W-9 for each Covered Dealership. In addition, Dealer will require the General Manager for each Covered Dealerships to sign this Agreement. Individual dealerships may subsequently be added to this agreement, and become Covered Dealerships, by providing the documents and information required by this Section and signing this Agreement. None of Dealer's dealerships shall be considered a Covered Dealership or sell Contracts to GoFi until such dealership has provided the documents and information required by this Section and signed a copy of this Agreement.

As of the effective date of this Agreement, each date Covered Dealerships forward a Credit Application to GoFi, each date Covered Dealerships submit a Contract for sale to GoFi, and each date GoFi buys a Contract from a Covered Dealership, Dealer and Covered Dealerships represent, warrant and covenant the following: (a) Dealer and Covered Dealerships are a corporations, limited liability companies or limited partnerships, duly organized, validly existing, qualified and authorized to transact business in, and are in good standing under the laws of the jurisdiction of their organization and each jurisdiction in which they perform or will perform their obligations under this Agreement; (b) Dealer and Covered Dealerships have the power, authority and legal right to execute, deliver, and perform this Agreement and their obligations under it; (c) the execution, delivery and performance of this Agreement by Dealer and Covered Dealerships has been duly authorized by all necessary action, and this Agreement is enforceable against Dealer and Covered Dealerships in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, and other laws relating to or affecting creditors' rights generally and by general equity principles; (d) Dealer and Covered Dealerships are, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as currently conducted, and to enter into and perform the transactions contemplated under this Agreement; and (e) All business practices, acts and operations of Dealer and Covered Dealerships comply with all applicable federal, state and local laws, regulations and ordinances; (f) the Dealer and Covered Dealerships are related entities sharing common ownership

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and control. These representations, warranties and covenants are material to GoFi's purchase of a Contract, are not waived if GoFi buys a Contract knowing that a representation, warranty, or covenant has been/is breached, and shall survive the execution, delivery, expiration or termination of this Agreement.

## **7. Representations, Warranties and Covenants of Dealer and Covered Dealerships with Regard to Each Contract.**

Dealer and Covered Dealerships represent, warrant and covenant to GoFi the following regarding every contract they sell to GoFi:

- a. **Furnished Information.** Covered Dealership furnished GoFi all credit information received by the Covered Dealership relative to the Credit Application and Contract and such information is true, complete and accurate. All statements, documents and information furnished to GoFi by Buyer, Dealer or the Covered Dealership and all other persons are accurate, complete and true.
- b. **Buyer.** Each Buyer has completed and signed a Credit Application, including all required consents. Buyer has full legal capacity to enter into the Contract. Buyer is a bona fide good faith purchaser in the ordinary course of the Covered Dealership's business and is not in default of the Contract at the time the Contract is sold to GoFi.
- c. **Buyer's Identity.** Covered Dealership has verified the identity of each Buyer.
- d. **Contract.** Each Contract is genuine, legally valid and fully enforceable under its terms and not subject to any offsets, counterclaims, rescission rights or defenses. Each Contract contains a legally valid and fully enforceable arbitration agreement and class action waiver. The Covered Dealership and Buyer have performed all of their obligations under the Contract. Neither the Dealer nor the Covered Dealership know of any fact that would impair the Contract's validity or enforceability. The Contract was completely and accurately filled-in when signed by each Buyer, and each Buyer received a completed copy of the Contract. The signature of Buyer on the Contract and all other documents is genuine.
- e. **Vehicle Cash Price.** The "cash price" of the Vehicle shown on the Contract is the "cash price" as defined by applicable state and federal law and represents the fair retail market value of the Vehicle charged by the Covered Dealership for substantially similar vehicles in cash transactions. Such "cash price" has not been increased because the Contract may be sold at a discount (an amount which is less than the Amount Financed stated in the Contract), or because the Vehicle will be sold: (i) on credit, (ii) to a member of a protected class under the ECOA (as defined in Section 7(p)) or comparable state law, or (iii) to a member of the U.S. armed services or another party protected by the federal Servicemembers Civil Relief Act or comparable state law.
- f. **Down Payment, Trade-ins, Prior Credit or Lease Balances.** The down payment is properly disclosed in the Contract and was paid in full by the Buyer, in cash, in a check drawn on a deposit account, certified funds, immediately available funds, except as prohibited or otherwise required by applicable law, and/or in trade equity before the Contract was submitted to GoFi for purchase. No part of the down payment or any other payment was loaned by Dealer, the Covered Dealership or any other person or entity and no part of the down payment or any other payment was otherwise provided directly or indirectly by, or results from any other assistance of Dealer or the Covered Dealership. The Covered Dealership has properly handled or disposed of any down payment or trade-in or the proceeds thereof as agreed with Buyer and no part was paid or rebated to Buyer. The Covered Dealership has properly disclosed all indebtedness or obligations related to a vehicle taken as a trade-in in the Contract or necessary to satisfy any other prior credit or lease balance disclosed in the Contract ("Prior Credit or Lease Balances"). The Covered Dealership has promptly paid and/or caused to be promptly paid such Prior Credit or Lease Balances.
- g. **Credits.** Any credit or rebate provided to Buyer has been fully disclosed to GoFi, is separately itemized in the Contract, and has not been included in the cash-portion of the down payment.

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- h. Vehicle.** Vehicle and its options are accurately described and fully disclosed in the Contract. The Buyer has accepted, and taken possession of, the Vehicle at the time the Contract is sold to GoFi.
- i. Good Title and Assignment of Security Interest.** At the time of the sale, the Dealer or the Covered Dealership had good and marketable title to the Vehicle and the Contract. The Covered Dealership has the right to sell the Vehicle to the Buyer and assign the Contract to GoFi. The Vehicle's title is free of all liens and has not been impaired or branded, including but not limited to: salvage titles, prior government use, remanufactured, "lemon law buyback," flood damaged, or gray market title.
- j. Certificate of Title, Security Interest and Lien.** Dealer or the Covered Dealership 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.
- k. Taxes and Fees.** The Dealer or Covered Dealership will promptly forward, pay and/or cause to be paid to the proper authorities all federal, state and local fees and taxes due with the sale, financing, titling and/or registration of the Vehicle.
- l. Insurance.** The Vehicle is insured by fire, theft and comprehensive and collision insurance with a deductible consistent with GoFi's Credit Program, fully protecting GoFi's interest in the Vehicle, naming the Buyer as insured and naming GoFi as loss payee and an additional named insured.
- m. Contract Location. Unless agreed in writing by GoFi,** the entire transaction, including delivery of the Vehicle and Buyer's acceptance of it, occurred at the Covered Dealership's licensed place of business, and the Contract was generated from a direct sale by the Covered Dealership and not from a third party.
- n. Ancillary Products.** All "add on" or voluntary protection products ("Ancillary Products"), financed or otherwise included in the Contract comply with applicable law and GoFi's Credit Program. All representations and disclosures regarding such Ancillary Products were complete, accurate and properly made, and all documents required to be delivered have been delivered, all in compliance with applicable law. The Covered Dealership has notified Buyer in writing that the purchase of Voluntary Protection Products is optional and neither the Dealer nor the Covered Dealership requires Buyer to purchase such product to obtain credit. If a Voluntary Protection Product is of a type that can be offered in cash sales (*e.g.*, service contract, alarm system), the Covered Dealership offered the Voluntary Protection Product for sale in comparable cash transactions at a price equal to that disclosed in the Contract.
- o. Misstatements.** Dealer and Covered Dealership have not made any misrepresentations to GoFi or the Buyer regarding: (i) the Vehicle, (ii) the finance charge, including without limitation, regarding obtaining the lowest or best rate available for the Buyer, (iii) other terms of the Contract, or (iv) any other matter relating to the Contract or related transactions.
- p. Disclosures, Forms and Procedures.** All disclosures required by law were provided to Buyer in connection with the Contract were complete, accurate and properly made by the Covered Dealership in full compliance with applicable law. Except for any forms, procedures, or documents provided by GoFi, all forms, procedures, charges, fees and other documents created and/or used by the Covered Dealership for the Vehicle sale or the Contract comply with all applicable federal, state and local laws and regulations, including without limitation: (i) laws limiting the maximum finance charge, credit service charge, time-price differential or other fees and charges related to the Vehicle or the Contract; (ii) state motor vehicle installment sales acts, credit codes or similar laws; (iii) the federal Truth in Lending Act and Regulation Z and similar state and local laws and regulations ("TILA"); (iv) the federal Equal Credit Opportunity Act and Regulation B and similar state and local laws and regulations ("ECOA"); (v) the federal Fair Credit Reporting Act and similar state and local laws ("FCRA"); (vi) Title V of the Gramm-Leach-Bliley Act and similar state and local laws ("GLBA"); (vii) 12 U.S.C. § 5531 (which prohibits unfair, deceptive, or abusive acts or practices and is commonly known as

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“UDAAP”) and similar state and local laws; (viii) the Federal Trade Commission Act (commonly known as “UDAP”) and similar state and local laws; (viii) all implementing regulations and rules, including without limitation the Federal Trade Commission’s Trade Practice Rules and regulations and rules of the Consumer Financial Protection Bureau; and (ix) all other federal, state and local laws, regulations and rules applicable to the Vehicle sale or the Contract.

- q. Notices to Buyer Required by Law.** Dealer or the Covered Dealership have provided to all prospective Buyers for whom a Credit Application was submitted to GoFi and to Buyers for whom GoFi has purchased a Contract, all notices and consents required by applicable law, including, but not limited to, adverse action notices and risk-based pricing notices that may be required under the ECOA, the FCRA, and the rules promulgated thereunder.
- r. Future Payments and Information Received by Dealer or Covered Dealership.** After purchase of a Contract by GoFi, neither the Dealer nor the Covered Dealership shall accept any payments due under or relating to the Contract and will direct Buyer to make all payments to GoFi, unless otherwise agreed to by GoFi. If Dealer or Covered Dealership receives payment on the Contract, they will promptly forward it to GoFi. Dealer and Covered Dealership will promptly forward copies of any written communication it receives regarding a Contract to GoFi.

Each of the above representations, warranties, and covenants is material to GoFi’s purchase of Contract. This Section survives the execution, delivery, expiration or termination of this Agreement.

**8. Representations, Warranties and Covenants of GoFi.** As of the date of this Agreement, each date Covered Dealership forwards a Credit Application or offers a Contract for sale to GoFi, and each date GoFi buys a Contract under this Agreement, GoFi represents, warrants and covenants to the Dealer and Covered Dealerships the following: (a) GoFi is duly organized, validly existing, and qualified and authorized to transact business in, and in good standing under the laws of the jurisdiction of its organization and each jurisdiction in which it performs or will perform its obligations under this Agreement; (b) GoFi has the power, authority and legal right to execute, deliver, and perform this Agreement and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by GoFi has been duly authorized by all necessary action, and this Agreement is enforceable against GoFi under its terms, except only to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, and other laws relating to or affecting creditors’ rights generally and by general equity principles; and (c) GoFi is, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as currently conducted and to enter into and perform the transactions contemplated under this Agreement.

**9. Contract Repurchase.** If any of the Purchase Conditions described in Section 4 or Dealer and Covered Dealerships’ representations, warranties, or covenants described in Section 6 or Section 7 are determined to be inaccurate, untrue or otherwise breached, Covered Dealership shall repurchase the Contract (“Repurchase”), within seven (7) days’ notice by GoFi. Covered Dealership’s 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 shall assign the Contract to Covered Dealership “AS IS,” with no representations, warranties, or covenants, expressed or implied. The Repurchase price shall be the balance and any amounts owed by Buyer to GoFi under the Contract and any amounts due from Covered Dealership under this Agreement (“Repurchase Price”). GoFi shall not be obligated to first repossess the Vehicle or otherwise exhaust its recourse against Buyer. Covered Dealership’s obligation to Repurchase a Contract and the Repurchase Price will not be affected by: (i) GoFi’s, Dealer or Covered Dealership’s inability to obtain possession of the Vehicle or the physical condition of the Vehicle; or (ii) GoFi’s, Dealer or Covered Dealership’s inability to collect amounts due under the Contract from Buyer. In the event a Covered Dealership is unable to, or refuses to repurchase a Contract under this Section, the Dealer will assume the Covered Dealership’s obligations under this Section. This Section shall survive the execution, delivery, expiration or termination of this Agreement.

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**10. Responsibility for Underlying Sale.** Dealer and the Covered Dealerships shall have the sole responsibility for the underlying sale transaction and for the nature, quality, and performance of the Vehicle, and Ancillary Products. Dealer and Covered Dealerships will make a good faith effort to resolve any disputes with Buyers concerning the underlying sale transaction.

**11. Voluntary Protection Product Refunds and Rebates.** If a Contract is prepaid in full or a Voluntary Protection Product is cancelled by Buyer or GoFi, GoFi may require Dealer and the Covered Dealerships to ensure that any refund, rebate, credit due Buyer upon cancellation of the Voluntary Protection Product (“Refund”) is obtained on Buyer’s behalf in compliance with applicable law. Dealer or the Covered Dealership will provide Refunds to GoFi, or if required by law, to the Buyer, within 30 days from the date of notice of prepayment or cancellation. If Dealer or Covered Dealership receives a Refund or notice of a potential Refund, Dealer or Covered Dealership shall immediately notify GoFi of such Refund or notice. GoFi may, in its sole discretion, make a Refund to Buyer by crediting it to the Contract or returning it to Buyer, and require Dealer or the Covered Dealership to reimburse GoFi for such Refund. This Section shall survive the execution, delivery, expiration or termination of this Agreement.

**12. Vehicle Returns and Surrenders.** If a Buyer attempts to return or surrender or returns or surrenders a Vehicle to Dealer or the Covered Dealership, which is the subject of a Contract bought by GoFi (e.g., a voluntary surrender), Dealer or the Covered Dealership shall immediately notify GoFi and take all reasonable steps to secure and deliver possession of the Vehicle to GoFi promptly.

**13. Privacy and Data Security.** GoFi, Dealer and the Covered Dealerships may disclose to each other or may receive information meeting the definition of “Nonpublic Personal Information” as defined by the GLBA (“NPI”). GoFi, Dealer and the Covered Dealerships agree that they will not use or disclose such NPI to any nonaffiliated third party except: (i) to the extent necessary to carry out the purpose or purposes for which the party discloses such information to the other party; (ii) in the ordinary course of business to carry out the purpose or purposes for which the NPI was disclosed to the party under an exception to the GLBA, the regulations promulgated under it, or other applicable law, or (iii) as otherwise permitted by law and under this Agreement. GoFi, Dealer and the Covered Dealerships agree that any affiliate of either party shall use and disclose NPI to any nonaffiliated third party only to the extent that it may use and disclose such information. If NPI is disclosed to GoFi, Dealer or a Covered Dealership for marketing, joint marketing or other promotional activities, whether by written or oral agreement, GoFi, Dealer and Covered Dealership shall use and disclose such NPI only as described in the preceding paragraph.

Each party shall maintain physical, electronic and procedural safeguards in compliance with applicable laws, including, but not limited to GLBA, the FTC’s Safeguards Rule, 16 C.F.R. §§ 314.1 *et seq.*, the Office of the Comptroller of the Currency Regulations on Privacy of Consumer Information, other safeguarding requirements, and state law requirements (collectively, “Safeguarding Requirements”) to protect the NPI received from the disclosing party, including the maintenance of appropriate safeguards to restrict access to NPI received from the disclosing party to those employees, agents or service providers of the receiving party who need such information to carry out the purpose or purposes for which such NPI was disclosed to the disclosing party. Each party agrees to immediately notify the other party if the party reasonably suspects that NPI disclosed to it by the other party has been or may have been subject to unauthorized access, use or disclosure (internal or external) and could cause harm or inconvenience to affected Buyers. The provisions, agreements and obligations of this Section shall survive the execution, delivery, expiration or termination of this Agreement.

**14. Power of Attorney.** Dealer and Covered Dealerships appoint GoFi and their authorized officers and attorneys-in-fact, as its true and lawful agent and attorney-in-fact, with full power and authority to do all things necessary or appropriate in Dealer or Covered Dealerships’ name to carry out the intent of this Agreement, including without limitation, signing and endorsing the name of Dealer or Covered Dealerships to any assignment of a Contract, signing documents necessary to perfect GoFi’s security interest or lien in a Vehicle listed in a Contract purchased by GoFi from Covered Dealerships, and endorsing Dealer or Covered Dealerships’ name on payment checks applicable to Contracts or Vehicles purchased by GoFi. The foregoing power of attorney is irrevocable and a special power coupled with an interest, because GoFi will rely upon this power to act as contemplated by this Agreement. This power of attorney shall extend to Dealer and Covered Dealerships’ successors and assigns. Dealer and Covered Dealerships

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shall execute and deliver to GoFi, within 15 days of receipt of GoFi's request, such further designation, powers of attorney and/or other instruments as GoFi deems necessary or appropriate to effectuate this power of attorney. The provisions, agreements and obligations of this Section shall survive the execution, delivery, expiration or termination of this Agreement.

**15. Sales Tax Credit for Bad Debt.** Dealer and Covered Dealerships acknowledge that the laws of certain states permit a credit or refund for sales tax financed by installment sale contracts that go into default. Dealer and Covered Dealerships agree that all of its right, title and interest in any funds related to Contracts purchased by GoFi under this Agreement are assigned, transferred and relinquished to GoFi. Specifically, unless prohibited by law, Dealer and Covered Dealerships agree that they have not and will not claim a credit or refund regarding any such Contracts, and it relinquishes to GoFi all right to claim such credit or refund. Dealer and Covered Dealerships agree that any such credit or refund mistakenly received by shall be remitted to GoFi. Dealer and Covered Dealerships agree to furnish all documentation or information that GoFi may reasonably request to support any claim for such refund or credit.

**16. Changes to Dealer or Covered Dealerships.** Dealer shall notify GoFi of any material or significant change in Dealer's ownership, organization or business, including the death of a principal, whether a shareholder, general partner, or owner, a dissolution, merger, consolidation, or reorganization, or a conversion to another form of legal entity or type of business impacting it or any of its Covered Dealerships. Such notice shall be provided 30 days before such change or, if unknown to Dealer before the change, then within 30 days after Dealer learns of such change.

**17. DMV or Floorplanner Actions.** Dealer shall notify GoFi of any department of motor vehicle (or analogous state agency) claim, action, proceeding or other charge ("DMV Claim") against Dealer or any of its Covered Dealerships within 3 business days of receiving the DMV Claim. Dealer shall also notify GoFi of any claim against Dealer or any of its Covered Dealerships by any of its floorplan finance sources or other similar creditors, within 3 business days of receiving the claim.

**18. Setoff.** Dealer agrees that GoFi has the ongoing right to deduct from any funds, deposit, account, obligation or other amounts due Dealer, Covered Dealerships or their affiliates from GoFi, whether under this Agreement or any other agreement, all amount(s) Dealer owes GoFi or GoFi's affiliates. This Section shall survive the execution, delivery, expiration or termination of this Agreement.

**19. Payments, Credits and Account Balance Information.** Dealer and Covered Dealerships agree that they will promptly review all payments, credits, or account balance information ("Account Information") provided by GoFi that relate to this Agreement for accuracy and compliance with this Agreement and the applicable Credit Programs. Dealer and Covered Dealerships also agrees that any Account Information will be deemed accurate and in compliance with this Agreement and the applicable Credit Programs, unless Dealer or Covered Dealership provides GoFi notice under Section 34 of this Agreement of an objection to such Account Information within 30 days of Dealer or Covered Dealership's receipt of the Account Information. This Section shall survive the execution, delivery, expiration or termination of this Agreement.

**20. Indemnity.** Dealer and Covered Dealerships agree 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 Dealer's or any Covered Dealership's breach of its commitments or obligations under this Agreement. This Section shall survive the execution, delivery, expiration or termination of this Agreement.

**21. Books and Records.** Dealer and Covered Dealerships shall maintain complete and accurate records concerning the following (i) Credit Applications, (ii) Contracts sold to GoFi, (iii) Vehicles that are the subject of a Contract sold to GoFi, and (iv) any Voluntary Protection Product that is included in a Contract sold to GoFi ("Dealer Records"). In connection with Dealer and Covered Dealerships' obligations under this Agreement, GoFi may periodically perform an analysis of Dealer and Covered Dealerships' practices and financial strengths. Dealer and Covered Dealerships shall comply with the reasonable requests of GoFi. GoFi may review and inspect Dealer Records upon reasonable

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notice to Dealer or a Covered Dealership (which shall in no event be less than 5 business days), during normal business hours. Dealer and Covered Dealerships shall cooperate with GoFi during such review and inspection.

**22. Further Assurances.** Dealer and Covered Dealerships agree to perform all acts and execute all supplementary instruments or documents that GoFi determines are necessary or appropriate to carry out this Agreement.

**23. Default.** Each of the following is an event of default by Dealer and Covered Dealerships under this Agreement: (a) Representation, warranty or covenant made by Dealer or Covered Dealership under this Agreement is untrue, misleading, or otherwise breached in any material respect; (b) Dealer or Covered Dealership fails to pay GoFi any indebtedness when due or fails to perform any other obligation under this Agreement, after written notice and a 30-day opportunity to cure; (c) Dealer ceases to do business as a going concern; (d) Dealer becomes insolvent or makes any assignment for the benefit of creditors, or any bankruptcy, reorganization, arrangement, receivership, insolvency or other state or federal proceeding for the relief of a debtor is commenced by or against it and is not dismissed within 30 days of such filing. Should Dealer or a Covered Dealership be in default, including, but not limited to, failing to complete a Repurchase, GoFi may, in its sole discretion, cease paying Dealer for any Contract purchases, or otherwise any amounts due Dealer or a Covered Dealership, until GoFi is paid in full and/or any non-monetary defaults are cured. GoFi may also exercise its setoff rights specified in Section 18. The Dealer and each of the Covered Dealerships are joint and severally liable for any breach of this Agreement.

The Dealer agrees to assume all liability under this Contract for any Covered Dealership in the event the Covered Dealership (a) ceases to do business as a going concern; (d) becomes insolvent or makes any assignment for the benefit of creditors, or any bankruptcy, reorganization, arrangement, receivership, insolvency or other state or federal proceeding for the relief of a debtor is commenced by or against it and is not dismissed within 30 days of such filing.

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

**25. Severability.** Should any term or condition of this Agreement be determined to be invalid, unenforceable, or unlawful, such determination shall not affect any other term or condition of this Agreement; instead, this Agreement shall be construed as if such invalid, unenforceable, or unlawful term or condition had never been in this Agreement.

**26. Effective Date and Termination.** This Agreement shall be effective as of the effective date stated above upon GoFi's and Dealer's signatures below, and shall bind Dealer, Covered Dealerships and GoFi and any respective successors and assigns for all Contracts Covered Dealerships sell to GoFi whether before or after the effective date of this Agreement until terminated. GoFi or Dealer may terminate this Agreement upon 30 days' prior notice given to the other party. Such termination shall not affect or relieve either party from any obligation or liability incurred before the effective date of termination. Upon termination of this Agreement by either party, Dealer and Covered Dealerships shall immediately return to GoFi all forms, documents, software, training materials, equipment, and any other materials provided by GoFi to Dealer and Covered Dealerships.

**27. Jurisdiction and Venue.** Dealer, Covered Dealerships and GoFi agree that any dispute arising under or related to this Agreement shall be adjudicated in the State of Texas. Dealer and Covered Dealerships consent to personal jurisdiction in the State of Texas for any such dispute.

**28. Waiver of Jury Trial.** THE PARTIES RECOGNIZE AND AGREE THAT ANY CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN THE PARTIES UNDER THIS AGREEMENT, ANY SCHEDULE OR ADDENDA TO THIS AGREEMENT, OR ARISING OUT OF THE RELATIONSHIP CREATED BY THIS AGREEMENT OR ANY SCHEDULE OR ADDENDA TO THIS AGREEMENT, WOULD INVOLVE DIFFICULT AND COMPLEX ISSUES THAT WOULD BE MORE APPROPRIATE TO TRY BEFORE A JUDGE WITHOUT A JURY. THE PARTIES DESIRE TO MINIMIZE THE DELAYS, TIME AND EXPENSES THAT ARE INHERENT IN JURY TRIALS AND TO EXPEDITE THE RESOLUTION OF ANY SUCH CLAIMS, DISPUTES AND CONTROVERSIES. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT,

## GoFi Group Dealer Agreement

**OR ANY TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY SCHEDULE OR ADDENDA TO THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY TO THIS AGREEMENT OR TO ANY OTHER DOCUMENT RELATED TO THIS AGREEMENT.** This provision is a material inducement for the parties entering into this Agreement and transactions under it.

**29. 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.

**30. Modification and Assignment.** Except for revisions to Exhibit A adding or removing a Covered Dealership, this Agreement cannot be modified, altered, amended or changed except by a writing signed by all parties. Neither Dealer nor Covered Dealerships may assign this Agreement without the prior written consent of GoFi. GoFi may assign this Agreement upon notice to Dealer and Covered Dealerships. This Agreement shall bind upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**31. Waiver and Remedies.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. All rights and remedies provided in this Agreement are cumulative and are in addition to all other available remedies at law or in equity.

**32. Entire Agreement.** This Agreement (including any addenda, schedules, or exhibits referenced in or attached to this Agreement) constitutes the entire agreement between the parties relating to the subject of this Agreement.

**33. Originals, Counterparts and Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same agreement. A facsimile copy of a signature shall be treated as an original.

**34. Notices.** All notices and other communications shall be by electronic mail or in writing. All electronic mail notices shall be promptly confirmed in writing; but any failure to provide such confirmation shall not invalidate such notice or other communication. All written notices and other communications shall be deemed given: (a) three business days after being deposited in the U.S. mail; (b) on the same business day by electronic mail for which no indication of non-delivery is received by the sender; (c) on the same business day, if served personally; (d) the next business day, if sent by overnight delivery by any generally recognized overnight delivery service. Notices or other communications must be sent to the applicable address for notices below GoFi and Dealer's signatures to this Agreement, or to another address designated by the party to receive the notice in writing. Notices required to be sent to Covered Dealerships will be sent to the addresses provided in Exhibit A.

**35. No Joint Venture, Partnership, Agency or Servicer Relationship.** The relationship between Dealer, Covered Dealerships and GoFi is that of an arm's length seller and buyer of the Contracts, and shall not be construed as a joint venture, partnership or principal-agent relationship or contractual servicer of the Contracts, and there is no intention to create any partnership, joint venture, principal-agency or servicer relationship.

**36. Communications With Dealer and Covered Dealerships.** Dealer authorizes GoFi to send faxes to Dealer and Covered Dealerships at any facsimile numbers provided to GoFi by Dealer or a Covered Dealership. Dealer and Covered Dealerships also authorize GoFi to send electronic communications via Dealertrack, RouteOne, or similar dealer management software and communication portals.

**37. Independent Counsel and Interpretation.** Dealer, Covered Dealerships and GoFi acknowledge and agree that they have been or have had the opportunity to be represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Agreement. It is agreed that any legal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

# GoFi Group Dealer Agreement

**38. Reserves.** GoFi may establish one or more reserve account(s) (“Reserves”), in the sole discretion of GoFi, for any purpose, including but not limited to, ensuring Dealer and Covered Dealerships comply with this Agreement, to cover GoFi’s losses with respect to defaulted Contracts, and/or to account for unearned finance charges paid in advance to Dealer or Covered Dealerships. Dealer and Covered Dealerships acknowledge that any Reserve that GoFi may establish is the sole property of GoFi. Dealer and Covered Dealerships retain no right, title or interest in any Reserve. To the extent any third party deems any Reserve the property of the Dealer or Covered Dealerships, Dealer and Covered Dealerships expressly grant GoFi a security interest in the Reserve. Dealer and Covered Dealerships have all rights and remedies available to a secured party under applicable law. Dealer and Covered Dealerships agree to execute (and authorizes the filing of) any and all documents required by GoFi to perfect or continue the perfection of any security interest granted by Dealer or Covered Dealerships under this Section.

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

<Insert Dealer Group Name>*	GoFi, LLC
Signature: _____ Name: _____ Title: _____ Date: _____	Signature: _____ Name: Todd Tracy Title: Managing Director, Operations Date: _____
<b>DEALER ADDRESS FOR NOTICES</b>  Mailing Address: _____ _____ _____  Email Address:	<b>GOFI ADDRESS FOR NOTICES</b>  Mailing Address: 7465 E. Hampton Ave. Mesa, AZ 85209  Email Address: <a href="mailto:dealers@go-fi.com">dealers@go-fi.com</a>

\*The individual signing on behalf of the Dealership **MUST** be the owner, CEO or president and **MUST** be listed on the Dealer Principal Form.

# GoFi Group Dealer Agreement

## EXHIBIT A

### Covered Dealerships

Provide the following for each Covered Dealership. Information may be provided on multiple sheets, or as a separate data file.

<u>COVERED DEALERSHIP INFORMATION</u>	
<b>Legal Name:</b>	_____
<b>DBA (If Applicable):</b>	_____
<b>Dealertrack ID:</b>	_____
<b>RouteOne ID:</b>	_____
<b>Federal Tax ID Number:</b>	_____
<b>Physical Street Address:</b>	_____
<b>City, State, Zip:</b>	_____
<b>Business Phone:</b>	_____
<b>Business Email:</b>	_____
<b>Primary Dealership Contact (Rehash &amp; Follow Up)</b>	
<b>Name:</b>	_____
<b>Email:</b>	_____
<b>Direct/Mobile Phone:</b>	_____
<b>Secondary Dealership Contact (Rehash &amp; Follow Up)</b>	
<b>Name:</b>	_____
<b>Email:</b>	_____
<b>Direct/Mobile Phone:</b>	_____
<b>Titles Point of Contact:</b>	
<b>Name:</b>	_____
<b>Email:</b>	_____
<b>Direct/Mobile Phone:</b>	_____

# GoFi Group Dealer Agreement

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<b>DBA (If Applicable):</b>	_____
<b>Dealertrack ID:</b>	_____
<b>RouteOne ID:</b>	_____
<b>Federal Tax ID Number:</b>	_____
<b>Physical Street Address:</b>	_____
<b>City, State, Zip:</b>	_____
<b>Business Phone:</b>	_____
<b>Business Email:</b>	_____
<b>Primary Dealership Contact (Rehash &amp; Follow Up)</b>	
<b>Name:</b>	_____
<b>Email:</b>	_____
<b>Direct/Mobile Phone:</b>	_____
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<b>Direct/Mobile Phone:</b>	_____
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# GoFi Group Dealer Agreement

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# GoFi Group Dealer Agreement

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<b>Titles Point of Contact:</b>	
<b>Name:</b>	_____
<b>Email:</b>	_____
<b>Direct/Mobile Phone:</b>	_____