

DIRECT INSTALLMENT CREDIT FINANCING PROGRAM BUSINESS AGREEMENT

Synchrony Bank, located at 170 Election Road, Suite 125, Draper, UT 84020, ("Bank") has established a direct installment credit financing program for customers of dealers who participate in the program identified in the attached application and/or dealer kit (the "Program"). Under the Program, customers may finance the purchase of approved goods and services as outlined in the Operating Guide, provided by dealers who have applied to Bank and been approved for participation in the Program ("Dealer"). Under the Program, Dealer will process credit applications for installment credit by which customers apply to the Bank to establish installment credit accounts ("Accounts"), all in accordance with the terms set forth below.

These terms and conditions (hereinafter referred to as the "Agreement") supersede and replace in its entirety any previous agreement concerning the establishment of installment Accounts by each person or entity who has executed a "Dealer Application" and who has been accepted for participation in this installment Program by Bank (a "Dealer"). If Dealer is a new participant in the Program this Agreement is effective upon Bank's approval of Dealer's application to participate in the Program. If Dealer is an existing participant under the Program, this Agreement will be effective when Dealer submits a transaction to or through Bank for processing thirty (30) days or more after receipt of this Agreement, and once effective, its terms will apply to new transactions processed by Dealer as well as transactions processed under any predecessor agreement replaced hereby. By executing the Dealer Application for this installment Program, each Dealer will be deemed to have agreed to perform each of the covenants, to have made each of the representations and warranties, and to have acknowledged each of the acknowledgements set forth below. For clarity, this Agreement shall not supersede any other type agreement between Bank and Dealer, including any agreement to extend credit to Dealer's customers on an open-end, revolving basis and/or process bankcard transactions for Dealers, and (ii) the volume of purchases financed on Accounts originated through this Agreement shall be included in the volume of consumer purchases financed on accounts originated through any other agreement Bank has with Dealer (and shall be applied against any "credit review point" set forth therein). Certain capitalized terms used in this Agreement are defined in the attached Appendix.

ARTICLE 1 ESTABLISHMENT OF DEALER RELATIONSHIP

Section 1.1 Bank to Make Program Available. Pursuant to the terms and conditions of this Agreement, Bank hereby agrees to make installment credit available during the Operating Period to qualified customers of Dealer to permit such customers to finance Purchases of Authorized Products from Dealer.

Section 1.2 Dealer to Promote Program. Dealer agrees to participate in the Program and to actively support and promote the Program in order to encourage the establishment of Accounts as a method of payment for Dealer's products and services. Without limiting the foregoing, Dealer shall: (i) make available at all Participating Store Locations, the most current Credit Agreements and Applications provided by Bank for use in connection with the Program; and (ii) prominently display at all Participating Store Locations all decals, signs or other materials supplied by Bank or Sponsor which are reasonably intended to notify the public that Dealer participates in the Program.

Section 1.3 Ownership of Accounts, Account Documentation, Account Holder Lists and Information, Etc. Bank is the sole and exclusive owner of all Accounts and Account Documentation and is entitled to receive and deposit to its own account all payments made by Account Holders on Accounts. Bank shall be identified as the creditor and owner of the Accounts for all purposes, and Dealer shall not represent or imply otherwise. Bank is also the sole and exclusive owner of the Account Holder List and all lists of applicants, Account Holders (including, without limitation, names, addresses, and related credit information), payments, and documents or forms of any type and in any media relating to the Program. Dealer acknowledges that it has no right, title or interest in any Accounts or Account Documentation or in any proceeds thereof or in the Account Holder List. Dealer further acknowledges that neither the Account Holder List nor any of the Account Documentation nor any of the information included in the Account Holder List or any of the Account Documentation will be deemed to be Confidential Information of Dealer for purposes of Section 9.2 hereof. Notwithstanding Bank's ownership of the Account Holder List, Dealer may use the Account Holder List as provided in Section 2.4 of this Agreement.

ARTICLE 2 ADMINISTRATION OF THE PROGRAM

Section 2.1 Bank to Extend Credit.

(a) Provided no Default has occurred and subject to (i) the terms of this Agreement, (ii) the terms of the Program Agreement, and (iii) the terms and conditions in the Credit Agreements, Bank will extend credit to Account Holders for Purchases reflected in the Credit Agreements received and accepted by Bank during the Operating Period. Each Account will be administered in accordance with and is otherwise governed by the terms and conditions set forth in the Credit Agreement between the Account Holder and Bank.

(b) In its sole discretion, Bank will establish (and may modify from time to time) all terms upon which credit will be extended to Account Holders, including without limitation, finance charge rates, repayment terms, default finance charges, late fees, returned check charges, and other ordinary fees and charges. In its sole discretion, Bank may also determine and modify from time to time, the credit criteria to be used for evaluating Applications and Credit Agreements submitted under the Program and may apply such criteria to approve or decline Applications and Credit Agreements received, establish Accounts, and establish and enforce customer servicing policies and collection procedures.

(c) From time to time, in its sole discretion, Bank may make or may discontinue making credit-based promotions available to Account Holders. In the event that Bank makes credit-based promotions available, Bank will provide Dealer with the terms of such promotions and information about how to properly complete the Credit Agreement (or the data in respect thereof) submitted to Bank to reflect any such promotions in which Dealer elects to participate. Dealer is responsible and liable for all advertising it conducts with respect to such promotions. Bank's approval of any billing and credit terms for any promotion is not intended, and will not be construed, to be an approval of any materials used in advertising or soliciting participation in such promotions. Additionally, Dealer will ensure that its store and other

personnel are adequately trained to properly code and process promotional transactions and to explain and answer customer inquiries relating to such promotions.

Section 2.2 Operating Procedures. Bank will develop and provide to Dealer, and may amend from time to time upon notice to Dealer, operating procedures (the "Operating Procedures") governing the flow of application information and Credit Agreements, the logistics and specific procedures involved in the establishment and maintenance of Accounts under the Program, and settlement procedures between Bank and Dealer. Dealer will follow any and all Operating Procedures and will train its personnel in the proper administration and promotion of the Program. Without limiting the foregoing, Dealer will not: (i) submit Applications or Credit Agreements for the purchase of any good and service inconsistent with the Operating Guide; or (ii) include in connection with any Credit Agreement any amount in excess of the cash selling price of the products or services being sold (which selling price may include taxes, delivery charges, document preparation fees, title fees, license fees, registration fees, lien notation fees and filing fees in a usual and customary amount but may not include any down payment or deposit).

Section 2.3 No Acceptance of Payments on Accounts. Dealer shall not accept any payment on an Account. If notwithstanding the foregoing, Dealer inadvertently receives any payment on an Account, Dealer agrees that it will receive and hold such payment in trust for Bank and will promptly (but not later than one Business Day after receipt thereof) deliver such payment to Bank in the form received together with such endorsements or other documents of assignment as may be necessary to permit the Bank to receive the benefit thereof to the same extent as if payment had been made directly to the Bank. Without derogating from the foregoing, Dealer authorizes and empowers Bank and grants to Bank a power of attorney to sign and endorse Dealer's name on checks, drafts, money orders or other forms of payment in respect of Accounts that may have been made payable to Dealer or to its order. The limited power of attorney conferred hereby is deemed a power coupled with an interest and shall be irrevocable.

Section 2.4 Use of Account Holder List. Bank may use the Account Holder List in any lawful manner. Prior to the termination of the Operating Period, Dealer may use the Account Holder List for (i) promotion of the Program; and (ii) for the promotion of any Authorized Products. Dealer shall not be entitled to use the Account Holder List at any other time or for any other purpose. In no event may Dealer transfer or disclose the Account Holder List to any third party without Bank's prior written consent.

Section 2.5 Privacy Policy Matters.

(a) Dealer will not sell, purchase, provide, or exchange Account Holder information, including any Account numbers or any other Account-related information, to any third party, other than Dealer's Third Party Vendors and then, only for the purpose of assisting Dealer in performing its obligations hereunder, or pursuant to any government request.

(b) Dealer and Bank shall each have a written policy that implements and maintains appropriate administrative, technical, and physical safeguards to (i) protect the security, confidentiality, and integrity of all Account Holder information, including all Account numbers and all other Account-related information, in all cases in accordance with all applicable laws; (ii) ensure against any anticipated threats or hazards to the security or integrity of Account Holder or applicant information; and (iii) protect against unauthorized access to or use of Account Holder or applicant records or information which could result in substantial harm or inconvenience to any Account Holder or applicant.

(c) Dealer will be responsible for the acts and omissions of any third party (other than transfers to or on behalf of the other party) to whom it transfers, provides access, or discloses Account Holder Information. Dealer will be responsible for each Third Party Vendor's compliance with the applicable provisions of this Section notwithstanding that Bank, and not Dealer, may have provided the applicable Account Holder Information to such Third Party Vendor. Additionally, Dealer will also ensure that any third party to whom Dealer is permitted to transfer or provide access to Account Holder information under Section 2.5(a) above signs a written contract with Dealer in which such third party agrees (i) to restrict its use of Account Holder information to the use specified in the agreement between the Dealer and the third party (which use must be in conjunction with Dealer's performance of its obligations hereunder); (ii) agrees to comply with all applicable laws and the privacy notice provided by Bank to Account Holders; and (iii) agrees to implement and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of all Account Holder information as provided with respect to Dealer in Section 2.5(b) above. Dealer will notify Bank in advance if Dealer decides to engage a third party that will have access to Account Holder Information ("Third Party Vendor") and will ensure that (i) such Third Party Vendor has sufficient controls in place to comply with this clause and clauses (b) and (d) below, and (ii) the employees of such Third Party Vendor who will be responsible for fulfilling Dealer's obligations under the Program have been trained sufficiently so as to be able to properly fulfill Dealer's responsibilities hereunder. If Bank requires an audit of Dealer or any of Dealer's Third Party Vendors, agents, business partners, contractors, or subcontractors due to a data security compromise event or suspected event, Dealer agrees to cooperate, and cause its Third Party Vendors to cooperate, with such audit and agrees to pay for all costs and expenses related to such audit, including all of Bank's costs relating to such audit, including attorney's fees. Bank may engage third parties to perform some or all of Bank's obligations under this Agreement, including, without limitation the servicing and administration of Accounts, and may share information with such third parties as needed to perform their contracted functions. As between Bank and the Third Party Vendor, Bank is and will remain the sole and exclusive owner of all right, title and interest in and to all Account Holder Information. To the extent the Third Party Vendor has access to Account Holder Information in connection with the processing of Account transactions, including through Dealer's website, it will only use such Account Holder Information for the limited purpose of processing Account transactions, and will not, without the express written consent of Bank, in each instance, commingle any Account Holder Information with any other data or information.

(d) In addition to any other provisions of this Agreement, Dealer shall notify Bank immediately upon discovery or notification of any actual, potential or threatened security breach (i.e., unauthorized access or use) involving or which may involve any information about Bank's customers. Dealer shall also provide Bank with a detailed description of the incident, the type of customer information that was the subject of the security breach, the identity of the affected customers, and any other information Bank may request concerning the customers or the details of the breach, as soon as such information can be collected or otherwise becomes available. Dealer agrees to take action immediately, at its own expense, to investigate the incident and to identify, prevent and mitigate the effects of any such security breach, and to carry out any recovery necessary to remedy the impact. Dealer also agrees to bear any cost or loss Bank may incur as a result of the breach, including without limitation, the cost of notifying customers if required by applicable law, rule, or regulation or Bank reasonably determines notification should be provided. The provisions of this Section will apply to the Third Party Vendor and any breach of its systems, and Dealer will be responsible for satisfying the obligations of this Section in any case in which there has been any actual or threatened breach of such Third Party Vendor's systems.

ARTICLE 3 PAYMENTS, ADJUSTMENTS AND SETTLEMENTS

Section 3.1 Dealer Fees. In order to support the Program as provided by Sponsor and Bank, Bank may, from time to time and with prior written notice to Dealer, elect to charge Dealer a Dealer Promotion Fee or certain Other Dealer Fees in connection with the extension of credit by Bank under an Account. Dealer will pay Bank all Dealer Promotion Fees and Other Dealer Fees, if any, as provided in Section 3.2(a) below.

Section 3.2 Settlement Procedures.

(a) All Credit Agreements will be submitted to Bank in accordance with the Operating Procedures. Provided no Default shall have occurred and be continuing, upon receipt, verification and processing of each properly completed and executed Credit Agreement by Bank during the Operating Period, Bank will remit to Dealer in respect of each such Credit Agreement accepted by Bank an amount equal to the total of the Purchases identified in such Credit Agreement. The foregoing notwithstanding, Bank may, in its sole discretion, elect either to: (i) bill Dealer at the end of each month for any Dealer Promotion Fees applicable to amounts included in such Credit Agreements for such month, as well as any Other Dealer Fees or other amounts then due Bank hereunder (in which case, Dealer shall pay such amounts to Bank in accordance with Section 9.1 hereof); or (ii) deduct such amounts from each remittance made with respect to any Credit Agreement. If a Default shall have occurred and be continuing, Bank may elect, in its sole discretion, to cease all payments to Dealer in respect of Credit Agreements. In the case of a termination of this Agreement under either Section 6.1(a) or 6.1(b), and with respect to any Credit Agreement submitted prior to the effective date of such termination but for which payment has not yet been made under Section 3.2(b) as of such date, Bank may, at its election and in accordance with applicable law, either (i) pay Dealer in accordance with this Section, or (ii) decline to pay Dealer the amount set forth in any such Credit Agreement; provided, that if Bank declines to fund the amount of such Credit Agreement, Bank shall assign all of its rights in respect thereof (and in any related collateral) to Dealer.

(b) Bank will transfer funds payable to Dealer under Section 3.2(a) and, except to the extent otherwise provided in Section 3.2(a), will collect all funds payable by Dealer under Section 3.2(a) via the Automated Clearing House System. Payments in respect of qualifying Credit Agreements will be electronically forwarded within five (5) business days of Bank's receipt of each such Credit Agreement.

(c) If Bank determines in its sole discretion that Dealer's financial condition has deteriorated, if Dealer breaches this Agreement, or if Bank experiences an unusual volume or nature of disputes and/or chargebacks, returns or credits relating to charges submitted by Dealer (based on Bank's experience with Dealer and/or other dealers), then Bank may withhold from the settlement payments otherwise due Dealer an amount Bank deems necessary to fund a non-interest bearing reserve account (the "Reserve Account"). Bank shall be the sole owner of the Reserve Account (if any), and may (but need not) debit the Reserve Account from time to time to satisfy any amounts owed by Dealer to Bank. Bank will return to Dealer any amounts remaining in the Reserve Account no later than one year after termination of Dealer's participation in the Program.

(d) Dealer hereby authorizes Bank to initiate ACH credits and debits to Dealer's designated bank account for purposes of settling transactions hereunder, and making necessary adjustments and initiating payments due to Bank from Dealer hereunder. If applicable, such bank account may be the account utilized by Dealer's floor plan lender ("Floor Plan Lender") to settle obligations owing by Dealer to Floor Plan Lender under its floor plan financing agreement with Floor Plan Lender, in accordance with the terms and procedures for the auto-settlement function set forth in the Operating Guide. In such case, Bank may setoff amounts due either Bank or Floor Plan Lender against amounts due Dealer hereunder or under Dealer's agreement with Floor Plan Lender. Dealer is solely liable for all fees and costs associated with such ACH Account and for all overdrafts. Bank will not be liable for any delays in receipt of funds or errors in ACH Account entries caused by third parties, including but not limited to delays or errors by the Discover Network or any Association or Dealer's bank.

Section 3.3 Participation.

(a) Payment of Participation Fees. Dealer may be paid a Participation Fee for eligible Bank Credit Agreements written at Bank's standard interest rate, as published and distributed from time to time by Bank, for each eligible Bank Credit Agreement. Any Participation Fee may be paid to Dealer, by Bank, when Dealer submits the completed, eligible Credit Agreement to Bank in return for Bank's payment on the eligible Credit Agreement.

(b) Return of Participation Fees. If within 180 days or a timeframe otherwise set forth in the Operating Procedures, such Credit Agreement is either: (i) paid in full, regardless of the funding source used to pay the account in full, (ii) in default (as evidenced by a copy of Bank's Notice of Default), or (iii) the account is charged back to the Dealer, then any and all Participation fees paid by Bank must be returned within fourteen (14) days of the date Bank sends written notice thereof to Dealer, or, if Dealer refuses, Bank may setoff the debt against any amounts owed to Dealer by Bank.

ARTICLE 4 PAYMENTS AND LOSSES ON ACCOUNTS

Section 4.1 Charges on Accounts. Bank shall be entitled to retain for its own account all finance charges, late fees, returned check charges, other fees and charges of any type and any and all amounts owing from or paid by Account Holders under the Program.

Section 4.2 Losses on Accounts, Chargeback Rights. All credit losses on Accounts shall be borne solely by Bank provided, however, that Dealer will, upon demand, purchase for cash any Account and will promptly pay Bank therefore the amount then remaining to be paid by the Account Holder thereunder, including all principal, interest, fees and other charges, if with respect to such Account:

- (a) Bank determines that any warranty made by Dealer pursuant to Section 5.1 hereof was false or inaccurate in any respect when made;
- (b) Bank determines that Dealer has failed to perform any of the covenants in Sections 5.2(a) through and including (g);
- (c) The Account Holder (i) disputes the amount or existence of an Account or the related Indebtedness or (ii) refuses to pay an Account or the related Indebtedness alleging (A) dissatisfaction with the products or services purchased on such Account, or (B) a failure to deliver the products or services purchased on such Account or dissatisfaction with the method or timing of such delivery, or (C) a breach of any

warranty or representation by Dealer in connection with the transaction; or (D) an offset, claim, defense or counterclaim against Bank based on an act or omission of Dealer, provided that in each such case, in Bank's reasonable opinion, such dispute or refusal is asserted by the Account Holder in good faith;

(d) The Account Holder or any person (i) disputes the amount or existence of an Account or the related Indebtedness or (ii) refuses to pay an Account or the related Indebtedness alleging that (A) the Account Holder did not make or authorize the purchase in dispute, or (B) that such person's name, social security number or other identifying information was used to open an Account on which purchase was made and that such person did not make or authorize the purchase or open the Account in dispute provided that in each such case, in Bank's reasonable opinion, such dispute or refusal is asserted by the Account Holder in good faith;

(e) The Account Holder or any person (i) disputes the amount or existence of an Account or the related Indebtedness or (ii) refuses to pay an Account or the related Indebtedness and Bank reasonably determines in good faith that the purchase in dispute was transacted or the related Account was opened in a suspicious or fraudulent manner; or

(f) The Account Holder disputes the amount or existence of an Account or the related Indebtedness and the creation of such Account, amounts in such Account or the related purchase involved acts of fraud performed by or in collusion with employees, contractors or agents of Dealer. In its reasonable discretion, Bank may compromise and settle any claim made by any Account Holder relating to such Account. No such compromise or settlement will impair Bank's right to chargeback all or any portion of such Account under this Section 4.2. With respect to any Account or Indebtedness charged back to Dealer under this Section, Bank will assign its rights in such Account, including in the corresponding Credit Agreement and any collateral pledged in support thereof, to Dealer.

ARTICLE 5 WARRANTIES AND COVENANTS

Section 5.1 Presentment Warranties. Each time Dealer submits a Credit Agreement for an Account, it makes the following warranties:

(a) All purchases included in the Credit Agreement constitute bona fide, arms-length sales by Dealer of the products or services described therein in the ordinary course of Dealer's business; Dealer has delivered all the products and fully performed all the services covered by the Credit Agreement to the Account Holder's satisfaction;

(b) The amounts included in the Credit Agreement did not involve a cash advance or products or services not listed in the applicable sales invoice; only Authorized Products sold directly by Dealer are included in the Credit Agreement; the amounts represent the entire purchase price of the products and services identified in the Credit Agreement other than a bona fide down payment or deposit either financed on a general purpose credit card or paid in cash;

(c) The products and services covered by the Credit Agreement were sold by Dealer to Account Holders for purposes as outlined in the Operating Procedures; and were sold in compliance with all applicable laws, rules and regulations, including federal and state regulations governing In-Home Sales;

(d) The Credit Agreement for each Account describes a valid loan repayment obligation entered into by a bona fide and competent buyer and is legally enforceable by Bank against the buyer (and any guarantor) and there is no fact, nor any claim or defense of the Account Holder that would impair the validity, enforceability, or collectability of the Account Holder's obligations evidenced by the Credit Agreement or otherwise arising from any purchase covered by the Credit Agreement;

(e) The Credit Agreement, and any other writings which bear a signature purporting to be that of an Account Holder, shall in fact be genuine, not forged or unauthorized; the Credit Agreement transmitted to Bank for each Account shall be as provided by an Account Holder to Dealer and the Credit Agreement for each Account shall be fully completed before execution by Account Holder; Dealer has no reason to suspect fraud in connection with the transaction;

(f) Each Authorized Product covered by each Account shall, at the time the Credit Agreement related to that Account is submitted to Bank and at the time of any extension of credit under the Credit Agreement with respect to that Authorized Product, be owned by Dealer free and clear of all liens and encumbrances whatsoever;

(g) The Credit Agreement does not include the sale of any extended warranty (other than extended warranties allowed under Section 5.2(e)), insurance products of any kind, service contract, gift certificate, stored value card (or the reloading of a stored value card) or restocking fee unless such product is allowed per the Operating Procedures;

(h) Prior to the delivery of the Authorized Products, the Account Holder shall have paid thereon the down payment (if a down payment is required) set forth in the Account in cash, unless otherwise specified therein; no other credit provider has financed a portion of any sales transaction included in the Credit Agreement other than a bona fide down payment or deposit financed on a general purpose credit card;

(i) That each Account has been authorized and created and each Credit Agreement has been submitted in accordance with this Agreement and the Operating Procedures;

(j) There are no other agreements between Dealer and any Account Holder with respect to any Account and/or the underlying Authorized Product(s), except any bona fide and reasonable extended warranties permitted under Section 5.2(e) hereof;

(k) The credit extended by Bank in connection with each sale of Authorized Products under an Account shall not be in excess of the amount of credit approved by Bank for such Account Holder;

(l) The Credit Agreement does not include (i) any line of products or services not offered for sale to Account Holders by Dealer as of the Program Commencement Date unless Bank has given its written consent to Dealer authorizing the financing of the Purchases of such products or under the Program; and (ii) any line of products or services identified as not available for financing under the Program in the Operating Procedures;

(m) That the Credit Agreement transmitted to Bank for each Account shall be as provided by an Account Holder to Dealer and the Credit Agreement for each Account shall be fully completed before execution by Account Holder;

(n) The transaction giving rise to the Products covered by each Account has or will be satisfactorily delivered, installed or accepted by the Account Holder;
and

(o) That each sale with respect to which Bank extends credit under an Account shall have been generated from a direct sale by Dealer and not from a third party;

Section 5.2 Dealer Covenants. Dealer covenants to do the following at all times from the Program Commencement Date through the Final Liquidation Date:

(a) Dealer shall promptly respond to, and fully cooperate with, Bank in connection with the resolution of disputes with Account Holders. In addition, Dealer will forward to Bank promptly after receipt a copy of any communication relating to an Account received from an Account Holder or from a governmental or regulatory authority.

(b) Dealer shall maintain a policy for the exchange, return, and adjustment of products and services that is in accordance with industry standards, and all applicable laws.

(c) Bank may request Dealer's assistance, which assistance shall not be unreasonably withheld, in re-marketing through Dealer's dealership Authorized Products (other than parts, accessories or services) that (i) are returned to Dealer by an Account Holder on a voluntary basis; (ii) Dealer, based upon Bank's reasonable request and subject to Dealer's consent, has repossessed from an Account Holder on a voluntary basis, (the reasonable cost of such repossession to be at Bank's expense); or (iii) Bank physically delivers to Dealer. In connection with any repossessed product referred to in clauses (i), (ii) or (iii) above, (A) Dealer shall use its commercially reasonable efforts to re-market such products; provided, that Dealer may submit a sealed bid to Bank for any Authorized Product in an "AS IS" condition, (B) Bank shall have the right to accept or decline any offer or bid, and (C) for any such product sold by Dealer to a third party, Bank shall pay Dealer five percent (5%) of the resale price of such product. Dealer agrees to store without charge to Bank the Authorized Products on its premises until such Authorized Products are redeemed by the original buyer or delivered to any third-party purchaser (including Dealer) of such Authorized Product, as directed by Bank. Dealer shall exercise the same degree of care in safeguarding all Authorized Products during the storage period as Dealer exercises in safeguarding Dealer's own inventory and at all times shall have sufficient insurance coverage in order to maintain the repossessed Authorized Products until such time as they are remarketed. The operation of the Authorized Products by Dealer for any purpose during the period of storage (except for the purpose of routine testing before buyer may purchase such Product) shall be deemed to be a Default and shall entitle Bank to the remedies under this Agreement and applicable law.

(d) Dealer shall not seek or obtain any special agreement or condition from, nor discriminate in any way against, Account Holders with respect to the terms of any transaction. Without limiting the foregoing, Dealer will not charge any surcharge, application, restocking, processing or any other fee to Account Holders except for those that Dealer is expressly permitted to include in the cash selling price under Section 2.2 hereof.

(e) Dealer may permit the sale of any extended warranties to be charged to Accounts if, and only if, such extended warranties are endorsed by Sponsor and the warrantor thereunder is an Affiliate of Bank or is otherwise reasonably acceptable to Bank. The foregoing notwithstanding, Dealer shall be responsible for ensuring that any extended warranties allowed hereunder fully comply with all applicable laws. Nothing in this Section 5.2(e) shall restrict Dealer from selling products subject to normal manufacturer's warranties as long as no additional seller's warranties are provided.

(f) Dealer shall not permit to be charged to Accounts the sale of (i) any gift certificates or stored value cards (or the reloading of any stored value card), (ii) service contracts, (iii) any insurance products of any kind, or (iv) any product or service except Authorized Products as outlined in the Operating Procedures.

(g) Dealer or its agent shall retain for not less than twenty-five (25) months each detailed sales invoice, and copies of the Application and Credit Agreement related to any Account submitted hereunder and will provide them to Bank promptly upon Bank's request. Dealer further agrees: (i) to retain for forty-eight (48) months from the Purchase date, in either electronic or tangible form, records of each Purchase included in any Credit Agreement submitted hereunder, which records must show: (i) the amount of sales, use or excise tax included in each such Purchase; and (ii) the street address of the Participating Store Location where each such Purchase was made or an identification number for such store from which the street address can be readily determined. Dealer shall provide any or all of the documents and information referred to in this Section 5.2(g) to Bank promptly upon request.

(h) Dealer will comply with all applicable laws, including but not limited to laws relating to its advertising or sale of products and services on credit, point-of-sale practices, and representations made by Dealer's employees. Dealer will do nothing to prevent the Indebtedness on an Account from being valid and enforceable against the Account Holder.

(i) Dealer shall permit purchases of Authorized Products only from Participating Store Locations to be charged to Accounts. Dealer shall not permit the financing of purchases on Accounts at any Dealerships absent the written consent of Bank, which consent may be withheld by Bank in its discretion.

(j) Dealer will permit Bank to visit Participating Store Locations and other locations from which Dealer conducts any business from time to time, and will permit Bank from time to time to discuss the Program with Dealer and its officers, directors, employees and agents and to examine, and make copies as requested of, the books, records, procedures and training manuals of Dealer relating to the Program or to have the same examined by Bank's attorneys and accountants.

(k) Dealer will permit Bank, and hereby authorizes Bank, to audit and monitor the administration and promotion of the Program through anonymous requests for Credit Agreements under the Program and by other means.

(l) Dealer shall not permit any Affiliate to submit any Credit Agreements or Applications to Bank without (i) the prior written consent of Bank (which consent may be withheld in Bank's sole discretion); (ii) such Affiliate having entered into a written agreement with Bank to be a party hereunder (on such modified terms and conditions as Bank may require); and (iii) such Affiliate having executed such additional documents (including but not limited to UCC financing statements) as Bank may require.

(m) Upon request by Bank, Dealer shall provide Bank with information regarding its financial condition, including, if requested, a report of Dealer's annual earnings, including its consolidated balance sheets, income statements and statements of cash flows and changes in financial position, in each case reviewed or audited by an accounting firm reasonably acceptable to Bank. Dealer authorizes Bank to share

such financial information with Sponsor. Dealer further acknowledges that Sponsor may provide Bank with financial or other information about Dealer pursuant to the Program Agreement and authorizes Sponsor to provide such information.

(n) Dealer shall pay when due any sales taxes relating to the sale of Authorized Products. If requested by Bank from time to time, Dealer shall provide Bank with a record of all sales taxes paid identified by Account and shall cooperate with Bank to recover any sales tax charged to an Account which has been written-off by Bank. Dealer shall pay to Bank the amount of any refund received with respect thereto.

(o) Dealer shall promptly notify Bank if Dealer ceases to be an "authorized dealer" for the Sponsor's products and services.

(p) Dealer shall provide all assistance as may be reasonably requested by Bank relating to, in connection with or arising out of any dealings with Sponsor, and cooperate with Bank in all respects in connection with any such matters.

(q) Dealer shall provide Bank with prior or contemporaneous notice of any Change of Control.

(r) Dealer shall not use any documents or forms in connection with the Program other than documents or forms provided to Dealer, or approved in writing, by Bank and Dealer shall not, after Bank's approval thereof, modify any such documents or forms without Bank's prior written consent.

(s) In accordance with the Operating Procedures Dealer will file and record all documents necessary to perfect a valid and enforceable first priority security interest for Bank in any Authorized Products purchased under each Account and will send Bank the filing receipts. In states where security interests are noted on the certificates of title or registration, Dealer will complete the necessary forms and documents and forward them, together with the appropriate fees, to those public officials who are responsible for issuing the certificate of title of registration and will send Bank evidence that Bank's security interest is noted on the certificate of title or registration;

(t) Dealer shall not process transactions for products sold as part of any "going-out-of-business" or liquidation sale without the prior written consent of Bank.

(u) Dealer shall ensure that any employee incentive program that is related to the Program meets the standards developed by Bank (as may be updated from time to time by Bank), which Bank will provide to Dealer upon request.

(v) Dealer shall train its employees, and ensure that any Third Party Vendor trains its employees, to operate the Program in accordance with Applicable Law, the Operating Guide, this Agreement, and any materials provided by Bank.

Section 5.3 General Representations and Warranties of Dealer. Dealer makes the following representations and warranties to Bank as of the Program Commencement Date and on a continuing basis thereafter until the Final Liquidation Date:

(a) Dealer (i) is duly organized, validly existing, and in good standing under the laws of the state of its formation; and (ii) has the requisite power and authority and the legal right, without violating its organizational documents or any agreement with any third party or any applicable law, rule, regulation or governmental or judicial decree, to conduct its business as presently conducted and hereafter contemplated to be conducted and to enter into, deliver and perform this Agreement. The Dealer Application has been duly executed and delivered by Dealer and together with the Agreement constitutes the legal, valid, and binding obligation of Dealer, enforceable against Dealer in accordance with its terms.

(b) Dealer is Solvent.

(c) No contract, lease agreement, or other instrument to which Dealer is a party or by which Dealer is bound, and no provision of applicable law, materially and adversely affects or may so affect the financial condition, business, property or prospects of Dealer or Dealer's ability to perform this Agreement.

(d) All information furnished by Dealer to Bank for purposes of or in connection with this Agreement or any information hereafter furnished by Dealer to Bank, is and will be true and correct to the best of Dealer's knowledge in all material respects and, to the best of Dealer's knowledge, no such information omits or will omit to state a material fact necessary to make the information so furnished not misleading. There is no fact known to Dealer (including without limitation, threatened or pending litigation) that Dealer has not disclosed to Bank and that could materially and adversely affect the financial condition, business, property, or prospects of Dealer.

(e) Dealer is not in default with respect to any material contract, agreement, lease or other instrument to which it is a party, nor has it received any notice of default under any such material contract, agreement, lease or other instrument.

(f) The state of incorporation, chief executive office, principal place of business, and complete legal name of Dealer is accurately set forth in the Dealer's Application. The legal name of Dealer as set forth therein is the only name under which such Dealer currently conducts business or has conducted business during the preceding five years.

(g) Dealer has not licensed, leased or sublet to any non-Affiliate third party the use of all or any portion of any Participating Store Location.

(h) As of the date of this Agreement, no Affiliate of Dealer is engaged in the business of selling products or services at retail other than those Affiliates, if any, whose existence and retail business activities have been disclosed to Bank prior to the date hereof.

(i) Dealer has obtained all licenses that may be required in connection with the offering, procuring or furnishing of any insurance to or for Account Holders.

ARTICLE 6 TERMINATION

Section 6.1 Termination. The Operating Period may be terminated or suspended as provided below:

(a) Dealer shall have the right, in its sole and absolute discretion, to terminate the Operating Period upon fifteen (15) days written notice to Bank.

(b) Bank shall have the right, in its sole and absolute discretion, to terminate the Operating Period upon fifteen (15) days written notice to Dealer.

(c) Bank shall have the right to immediately terminate or suspend the Operating Period if (i) Dealer breaches this Agreement or any agreement between Dealer and an affiliate of Bank, (ii) Bank determines that (x) Dealer's financial condition has deteriorated or Dealer otherwise ceases to meet Bank's Dealer underwriting criteria, or (y) there are an excessive number of disputes between Dealer and Account Holders, (iii) Dealer ceases to be an "authorized dealer" of the Sponsor's products and services; (iv) the Program Agreement is suspended or terminated for any reason; v) a Change of Control shall occur; or (iv) a Default occurs; provided, that in the case of a Default under clause (v) of that definition, the Operating Period shall automatically terminate absent further written consent from Bank. and

(d) This Operating Period will automatically terminate if a petition in bankruptcy is filed involving Dealer or if Dealer advertises, sends notice of or initiates any "going-out-of-business" or liquidation sale to which Bank has not consented in writing.

(e) If Dealer sales and application processing activity has ceased for a period of 24 months or longer Bank may terminate relationship with no written notice to Dealer.

Section 6.2 Rights upon Termination of Operating Period; Liquidation of Accounts.

(a) Except as is expressly provided to the contrary in this Agreement, all of the terms, conditions and covenants of this Agreement shall continue in effect following the termination of the Operating Period until the Final Liquidation Date. In addition, all warranties, representations and indemnities contained herein and the parties' obligations under Section 9.2 hereof shall survive the termination of this Agreement and the Final Liquidation Date.

(b) Upon any termination of the Operating Period, Bank shall have the right, in addition to and without waiving any other rights it may have under the terms of this Agreement or applicable law, to liquidate the remaining Accounts in any lawful manner which may be expeditious or economically advantageous to Bank, including, without limitation, transferring or selling some or all of the Accounts to any person (with or without a corresponding assignment of Bank's chargeback and indemnity rights under this Agreement) or soliciting Account Holders to transfer balances to other credit vehicles, all as determined by Bank in its sole discretion. Bank may use the Dealer's names and marks, if any, to communicate with Account Holders in connection with any such liquidation, substitution or sale. Dealer will cooperate with Bank and take any action reasonably requested by Bank in order to effectuate any such liquidation, substitution or sale.

ARTICLE 7 INDEMNIFICATION

Dealer agrees to indemnify and hold harmless Bank, its Affiliates, and their respective employees, officers, directors and agents, from and against any and all Losses to the extent such Losses arise out of, are connected with, or result from:

- (a) any breach by Dealer of any of the terms, covenants, or other provisions contained in this Agreement;
- (b) any representation or warranty made to Bank which proves to have been untrue or incorrect in any material respect as of the date made by Dealer in this Agreement, in the Dealer Application, or in any other instrument or document delivered by Dealer when made or deemed made hereunder;
- (c) any transaction, contract, understanding, promise, representation, or any other relationship, actual, asserted, or alleged, between Dealer and any Account Holder, as the case may be;
- (d) any products or services, the purchase of which was financed under the Program (including, without limitation, any product liability or warranty claims relating thereto);
- (e) any act or omission, where there was a duty to act, by Dealer or its employees, officers, directors or agents including without limitation, the failure of Dealer to comply with any law, rule or regulation applicable to Dealer;
- (f) any advertisements, solicitations or other promotions of the Program or of products or services eligible for purchase under the Program to the extent prepared by or on behalf of Dealer;
- (g) Bank's lawful rejection for credit of one or more applicants under the Program;
- (h) the license in the Dealer's names and any related marks, tradestyles, trademarks, service marks, logos or similar proprietary designations (collectively, "Dealer Names") granted under Section 9.3 or Bank's exercise of the rights and interests created thereby. Excluded from the foregoing indemnity shall be any Losses to the extent the same arise out of or result from any violation by Bank of any applicable law, this Agreement, any Credit Agreement or any agreement, understanding or promise between Bank and any Account Holder relating to such Account Holder's Account. Dealer's obligations under this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 SECURITY INTEREST AND UCC FILINGS

Purchases made under Accounts constitute extensions of credit by Bank directly to the customers of Dealer. Dealer will not at any time have any rights in the Accounts or in any of the other Bank Property (as defined below). Consequently, Article 9 of the Uniform Commercial Code does not apply to the creation of Bank's rights in the Bank Property. As a precaution, however, Dealer hereby grants to Bank a first priority continuing security interest in any right, title or interest that Dealer may now or hereafter be deemed to have in the Bank Property. Such security interest shall secure Dealer's full and prompt payment and performance of all liabilities and obligations it may now or hereafter have under or in connection with this Agreement. Dealer agrees to take such actions as Bank may request to ensure that no other person claims any interest in the Bank Property and that the security interest granted by this Article 8 is perfected and has first priority. Such actions may include, without limitation, filing UCC financing statements and obtaining inter creditor agreements. As used herein, the term "Bank Property" means all of the following property whether now existing or hereafter arising: (A) all Accounts, any and all documentation relating to such Accounts, and all amounts owing from time to time with respect to an Account whether or not billed; (B) all deposits and credit balances on Bank's books related to any Accounts; (C) any goods that are returned to Dealer if such return results in an obligation of Dealer to make any payment to Bank under this Agreement or gives Bank any right to reduce the amount of any payments which would otherwise have been made under this Agreement; and (D) all proceeds of the foregoing.

ARTICLE 9 MISCELLANEOUS

Section 9.1 Payment Terms and Rights of Setoff and Recoupment. Unless specifically provided for in another Section of this Agreement, any amount(s) payable by Dealer to Bank under this Agreement shall be paid immediately upon Dealer's receipt of an invoice from Bank. Any such payments shall be made via the Automated Clearing House System to an account designated by Bank from time to time. Notwithstanding the foregoing, Bank may at any time deduct, net against, setoff, recoup, or appropriate and apply, any accrued but unpaid amounts in respect of Dealer Promotion Fees applicable to Credit Agreements submitted to Bank for settlement hereunder and any Other Dealer Fees or other amounts owing to Bank or Bank's Affiliates from Dealer hereunder or any money or other property of Dealer held by Bank from any amounts otherwise payable by Bank hereunder. Bank may exercise such rights of deduction, netting, recouping and setoff without regard to whether an invoice for the amounts owing from Dealer has been sent or received. Nothing in this Section or any other provision of this Agreement is intended to limit Bank's common law rights of setoff and recoupment.

Section 9.2 Confidentiality. All material and information supplied by one party to another party hereunder, including but not limited to information concerning a party's marketing plans, objectives or financial results, is confidential and proprietary ("Confidential Information"). Confidential Information will be used by each party solely in the performance of its obligations and exercise of its rights pursuant to this Agreement. Each party will receive Confidential Information from the other party in confidence and will not disclose such Confidential Information to any third party, except (a) as contemplated hereunder, (b) as may be agreed upon in writing by the party providing such Confidential Information, (c) in the case of Bank to an Affiliate of Bank, or, (d) to the extent necessary, in exercising or enforcing its rights or as otherwise required by law. Each party will use its best efforts to ensure that its officers, employees, and agents take such action as will be necessary or advisable to preserve and protect the confidentiality of Confidential Information. Notwithstanding anything in the foregoing to the contrary, Bank may share information about Dealer's participation in the Program with sponsors and manufacturers whose products and services are sold by Dealer and financed under the Program. Upon written request after the Final Liquidation Date, each party will return to the party providing such Confidential Information all such Confidential Information in its possession or control. Confidential Information will not include information in the public domain and information lawfully obtained from a third party.

Section 9.3 Use of Dealer Names and Marks. Subject to the provisions of this Agreement, Dealer hereby grants Bank a nonexclusive license to use the Dealer Names as the same currently exist and as they may be adopted by Dealer from time to time hereafter, in connection with the establishment, administration and operation of the Program and the liquidation of the Accounts. Dealer represents and warrants to Bank that Dealer or an Affiliate of Dealer owns such names, marks, logos, and similar proprietary designations and that Dealer has the right to grant the foregoing license. If from time to time prior to the Final Liquidation Date, Dealer should change any of its Dealer Names, Dealer agrees to promptly inform Bank thereof and, at Bank's election, Bank and Dealer shall cooperate to make the appropriate changes and additions to the Account Documentation in a timely and cost-efficient manner.

Section 9.4 Right to Copy and Destroy. Dealer acknowledges that Bank may microfilm (or copy using any other reasonable method) all Account Documentation and destroy all original Account Documentation in the ordinary course of business. To the extent required, Dealer consents to the making of such copies and the destruction of the corresponding original documents.

Section 9.5 Assignability. Neither Bank nor Dealer may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld provided that Bank may, without such consent (a) assign all or part of its rights and delegate some or all of its obligations under this Agreement to an Affiliate or to any entity that acquires the portion of Bank's business that operates the Program; (b) engage third parties to perform some or all of Bank's obligations under this Agreement, including, without limitation the servicing and administration of Accounts; (c) securitize all or any portion of the Accounts or any related rights under this Agreement or sell participation interests therein; (d) assign Bank's chargeback and indemnity rights to any person acquiring Accounts after the termination of the Operating Period; and (e) Dealer may not use third parties to perform its obligations hereunder without prior written consent of Bank.

Section 9.6 Amendment. This Agreement may not be amended except by written instrument signed by the parties hereto or as otherwise permitted by this Section 9.6. Bank may from time to time send a proposed written amendment to Dealer with a stated effective date. Dealer's submission of Credit Agreements to Bank after the stated effective date shall constitute Dealer's agreement to such amendment. Unless such amendment expressly states otherwise, such amendment shall be effective as to all Accounts (including all Indebtedness) whether established or incurred before or after the effective date of such amendment.

Section 9.7 Nonwaiver; Remedies Cumulative. No delay by any party hereto in exercising any of its rights hereunder, or in the partial or single exercise of such rights, shall operate as a waiver of that or any other right. No right under any provision of this Agreement may be waived except in writing and then only in the specific instance and for the specific purpose for which such waiver was given. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided for by law or in equity.

Section 9.8 Severability. If any provision of this Agreement is held to be invalid, void or unenforceable, all other provisions shall remain valid and be enforced and construed as if such invalid provision were never a part of this Agreement.

Section 9.9 Governing Law; Arbitration.

- (a) This Agreement and all rights and obligations hereunder, including, but not limited to, matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of Utah.
- (b) Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (the "Rules") in effect on the date of the commencement of the arbitration, and applying the substantive law of the State of Utah, without reference to its laws relating to conflicts of law. The arbitration shall be conducted in the County of New York, State of New York by a sole arbitrator appointed pursuant to the Rules. The arbitrator(s) shall deliver a reasoned written decision with respect to the dispute to each party, who shall promptly

act in accordance therewith. The prevailing party shall be entitled to recover its reasonable costs relating to that aspect of its claim or defense on which it prevails, including reasonable attorneys' fees and costs, and any opposing costs awards shall be offset. The award of the arbitrator shall be final and binding on the parties, and judgment may be entered on the award and enforced by any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek injunctive relief or other provisional remedies in aid of arbitration from a court of competent jurisdiction in the event that such action is reasonably necessary (e.g., a data breach). Each party hereby irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 9.13 for any proceeding commenced under this Section 9.9(b).

(c) TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES AGREES THAT ANY PROCEEDING, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, EACH PARTY KNOWINGLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.10 Captions. Captions of the sections of this Agreement are for convenience of reference only and are not intended as a summary of such sections and do not affect, limit, modify or construe the contents thereof.

Section 9.11 Further Assurances. Each party hereto agrees to execute all such further documents and instruments and to do all such further things as any other party may reasonably request in order to give effect to and to consummate the transactions contemplated hereby.

Section 9.12 Entire Agreement. This Agreement (together with the schedules and appendices, if any, attached hereto) is the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior understandings and agreements whether written or oral.

Section 9.13 Notices. All notices, consents, demands and other communications provided for in this Agreement shall be in writing or (unless otherwise specified) by telephonic facsimile transmission and shall be sent by certified mail or nationally-recognized overnight courier, or delivered to the other party, in the case of Dealer, at the address set forth in Dealer's Dealer Application, and in the case of Bank, at the following address:

To: Synchrony Bank
170 Election Road
Suite #125
Draper, Utah 84020
Attn: President

With a copy to:
380 St. Peter Street
Suite 1100
St. Paul, MN 55102
Attn: Counsel

With a copy to:
950 Forrer Blvd
Kettering, OH 45420
Attn: Merchant Services

or, in either case at such other address as shall be designated by such party in a written notice given to all other parties in accordance with the terms of this Section 9.13. All such notices and communications if duly given or made, when sent by certified mail, shall be effective three Business Days after deposit in the mails, when sent by overnight courier shall be effective one Business Day after delivery to such overnight courier, and otherwise shall be effective upon receipt.

Section 9.14 No Partnership. Nothing contained in this Agreement shall be construed to constitute Bank and Dealer as partners, joint venturers, principal and agent, or employer and employee.

Section 9.15 Exchange of Information. Dealer authorizes Bank at any time to order or obtain a consumer or commercial credit report on (i) Dealer; (ii) any principal officer or managing agent if Dealer is a corporation; (iii) its individual partners, if Dealer is a partnership; (iv) on its individual owner if Dealer is a sole proprietorship; and (v) any guarantors of this Agreement. Subsequent reports may be ordered in connection with updating, reviewing, or continuing this Agreement. Bank may exchange information about Dealer or any of the other persons listed above in this Section 9.15 with other financial institutions, credit, trade, security associations, or Sponsor.

Section 9.16 Financial Accommodation. Dealer acknowledges that this Agreement is a financial accommodation contract for the benefit of Dealer.

Section 9.17 Value-Added Programs. Bank and Bank's Affiliates may market additional products and services to Account Holders, and may authorize third parties to do so, via direct mail, billing inserts and otherwise. Dealer will have no rights with respect to any proceeds of such additional products and services.

Section 9.18 Rights in Technology. Dealer and its Affiliates shall own exclusively: (i) any and all technology owned by Dealer or any of its Affiliates at the time that such technology is provided for use in establishing, developing or administering the Program (the "Dealer Technology"); (ii) any and all changes or other modifications made by Dealer or any of its Affiliates to the Dealer Technology (the "Dealer Owned Modifications"); and (iii) any and all new technology created by Dealer or any of its Affiliates in connection with establishing, developing or administering the Program (the "Dealer Created Technology"). Bank and its Affiliates shall own exclusively: (A) any and all technology owned by Bank or any of its Affiliates

at the time that it is provided for use in establishing, developing or administering the Program (the "SYF Technology"); (B) any and all changes or other modifications made by Bank or any of its Affiliates to the SYF Technology (the "SYF Owned Modifications"); and (C) any and all new technology created by Bank or any of its Affiliates in connection with establishing, developing or administering the Program (the "SYF Created Technology").

Section 9.19 Cross-Licenses of Technology. Dealer grants to Bank and each Affiliate of Bank a non-exclusive, royalty-free, fully paid up, non-assignable, non-sublicensable, worldwide right and license to use the Dealer Technology, Dealer Owned Modifications and the Dealer Created Technology in Object Code to the extent necessary or convenient to comply with Bank's obligations under this Agreement. Bank grants to Dealer a non-exclusive, royalty free, fully paid up, non-assignable, non-sublicensable, worldwide right and license to use the SYF Technology, SYF Owned Modifications and the SYF Created Technology in Object Code to the extent necessary or convenient to comply with Dealer's obligations under this Agreement. This license shall expire upon the termination of the Operating Period. Upon the expiration of this license (or any portion hereof), each licensee party shall return to the licensor party (or, at the licensor party's option, shall destroy) the licensor's technology then in the licensee's possession or control (or such portion of such technology affected by such expiration). "Object Code" means the computer software code generated by a compiler or assembler that has been translated from the source code of a program. Neither party shall have any right to reverse engineer, decompile or disassemble the technology licensed to it hereunder. The limited licenses granted under this Section 9.19 are AS IS and without any express or implied warranty of any kind. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH LICENSING PARTY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, AGAINST INTERFERENCE OF ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF REASONABLE EFFORT AND/OR LACK OF NEGLIGENCE.

Section 9.20 Incorporation of Appendix. The Appendix attached hereto is hereby incorporated by reference.

Section 9.21 Force Majeure. Neither party shall be deemed to be in breach of this Agreement if it fails to make any payment or perform any other obligation and such failure is a result of a force majeure event. As used herein, "force majeure event" shall mean any of the following: acts of God, fire, earthquake, explosion, accident, war, nuclear disaster, riot, material changes in applicable laws or regulations, including but not limited to a change in state or federal law, or other event beyond a party's reasonable control, rendering it illegal, impossible or untenable for such party to perform as contemplated in, or to offer the Program on the terms contemplated under, this Agreement.

Section 9.22 Access; Cooperation. Dealer hereby authorizes Bank to audit and monitor its administration and promotion of the Program through anonymous requests to open or use Accounts under the Program and by other means. In addition, Dealer will permit Bank's representatives to visit Dealer's offices, and the relevant locations of its Third Party Vendors, during normal business hours with reasonable advance notice and provide access to Dealer (and Third Party Vendor) records relating to the Program, including, without limitation, the documents required to be retained under Section 8(d), to Bank or Bank's regulators to the extent such access is requested by Bank or Bank's regulators. Dealer further agrees to cooperate with Bank to ensure ongoing security and protection of applicant data and Qualified Cardholder Information and to ensure that the Program complies in all respects with all applicable laws. Dealer will, and will cause its Service Providers, Third Party Vendors, and its other vendors, agents and subcontractors to, make changes recommended by Bank with regard to data security and compliance with all Applicable Laws.

Section 9.23. Advertising. Dealer will ensure that credit-related advertising and other disclosures or processes applicable to the Program created by Dealer comply with applicable law. Dealer will (x) as directed by Bank, either (A) submit any credit-related advertising and disclosures applicable to the Program for prior review by Bank (pursuant to a review process developed by Bank and incorporated in the Operating Guide, as the same may be updated from time to time on a prospective basis upon at least 30 days prior written notice to Dealer), or, (B) follow the most current versions of advertising templates provided to Dealer by Bank, and, in either case, (y) use such Bank-approved advertising, templates, and other disclosures or processes in the manner directed by Bank. If Bank informs Dealer (which may be done in writing, by email, or by telephone) of any errors or compliance violations in Dealer's credit-related advertising or disclosures, Dealer will correct the error(s)/violation(s) within 24 hours. Dealer also acknowledges that it will be liable for any losses incurred by Bank as a result of such errors and violations attributable to Dealer, including, without limitation, the costs to remedy such errors and/or to respond to regulator and consumer complaints.

Appendix

DEFINITIONS

A. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Account” means the legal relationship established by and between an Account Holder and Bank pursuant to a Credit Agreement together with all Indebtedness owing thereunder from time to time and any current or future guaranties, security or other credit support therefore.

“Account Documentation” means any and all Account information, Credit Agreements, Applications, payments, sales invoices, credit information and documents or forms of any type and in any media relating to the Program, excluding materials used for advertising or solicitations.

“Account Holder” means any natural person or business entity who has entered into a Credit Agreement with Bank or who is or may become obligated under or with respect to an Account.

“Account Holder List” means either (a) any list consisting solely of the names and addresses of Account Holders, or (b) any list which identifies or provides a means of differentiating any customers of Dealer as Account Holders, in either case, whether in tangible or electronic form.

“Affiliate” means, with respect to any person, each person that controls, is controlled by or is under common control with such person. For the purpose of this definition, “control” of a person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

“Applicable Law” means all federal, state and local statutes, codes, ordinances, regulations, laws (including laws relating to unfair, deceptive or abusive acts or practices), published regulatory guidelines and regulatory interpretations, judicial or administrative orders and interpretations, and, in the case of Bank, regulatory guidance (including regulations and regulatory guidance pertaining to bank safety and soundness), orders or directives and examination report comments.

“Application” means Bank’s credit application form which must be completed by applicants who wish to become Account Holders.

“Authorized Products” means, as of the Program Commencement Date, all program eligible products including all related accessories, parts and servicing, as outlined in the Operating Procedures. The list of products and services constituting Authorized Products may be amended from time to time by Bank and Sponsor, with notice to Dealer.

“Business Day” means any day, except Saturday, Sunday, or a day on which banks are required or permitted to be closed in Utah.

“Change of Control” means (i) the acquisition of beneficial ownership, directly or indirectly, of securities or other equity interests in Dealer (or other securities or interests convertible into such securities or interests) representing more than fifty percent (50%) of the combined voting power of all securities or equity interests of Dealer (“Majority Interest”); or (ii) the acquisition by contract or otherwise, of control over the Majority Interest, in each case, by a single person or by two or more persons acting in concert where such person or group did not own or control the Majority Interest on the Program Commencement Date.

“Credit Agreement” means a RIC or Note. “RIC” means a retail installment contract between Dealer and an Account Holder for the purchase of Products from Dealer, which is subsequently purchased by, and assigned to, Bank. “Note” means any loan agreement between Bank and an Account Holder, the proceeds of which is used by the Account Holder, in whole or in part, for the purchase of Products from Dealer in either tangible or electronic form, between Bank and each Account Holder pursuant to which such Account Holder, together with any modifications or amendments which may be made to such agreement.

“Dealer Names” has the meaning given in Article 7(h).

“Dealer Promotion Fee” means a fee payable in connection with each Credit Agreement or Purchase submitted to Bank that is subject to an approved credit-based promotion. The Dealer Promotion Fee for each such Credit Agreement or Purchase shall be calculated as the product of (i) the Dealer Promotion Fee Percentage established by Bank when approving the applicable credit-based promotion and (ii) the amount of such Purchase.

“Dealer Promotion Fee Percentage” means the percentage set by Bank used in calculating the Dealer Promotion Fee. At any time, Bank, in its sole discretion, may reset one or more of the Dealer Promotion Fee Percentages previously established for an approved credit-based promotion by written notice to Dealer pursuant to Section 3.1 hereof and such reset Dealer Promotion Fee Percentages will be used in calculating the Dealer Promotion Fees in respect of all Credit Agreements and Purchases submitted at any time thereafter (until such Dealer Promotion Fee Percentage is again reset in accordance with the terms hereof.)

“Default” shall mean any one or more of the following events (regardless of the reason therefore):

- (i) Dealer shall fail or neglect to perform, keep, or observe any term, provision, condition, or covenant contained in this Agreement.
- (ii) Any representation, warranty or statement, made, delivered or deemed made by Dealer or by any officer of Dealer shall prove not to have been true and correct in all material respects as of the date when made, delivered or deemed made.
- (iii) Dealer (A) shall no longer be Solvent; (B) shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally; (C) shall make a general assignment for the benefit of its creditors; or (D) any proceeding shall be instituted by or against it seeking to adjudicate it a bankrupt or insolvent or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property; or (E) Dealer shall take any corporate action to authorize any of the actions set forth above in this paragraph (iii).

“Final Liquidation Date” shall mean the first day after the termination of the Operating Period on which Bank no longer owns any Accounts (other than Accounts that have been written off in accordance with Bank’s write-off policies).

“Indebtedness” means any and all amounts owing from time to time with respect to an Account whether or not billed, including, without limitation, any unpaid balance, finance charges (inclusive of finance charges subject to possible reversals due to unexpired credit-based promotions), late charges, NSF fees, charges for value-added and insurance programs.

“Losses” means any and all losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses, reasonable out-of-pocket costs, interest and penalties), settlements, equitable relief, judgments, damages (including, without limitation, liquidated, special, consequential, punitive and exemplary damages), claims (including, without limitation, counter and cross-claims, and allegations whether or not proven) demands, offsets, defenses, actions, or proceedings by whomsoever asserted. Without limiting the generality of the foregoing, “Losses” shall include any direct, incidental, consequential or other damages suffered by Bank as a result of any Event of Default together with all reasonable attorney’s fees and other costs and expenses incurred by Bank in enforcing or defending its rights and remedies under this Agreement (including any such fees, costs or expenses incurred by Bank in connection with any “workout” or restructuring of Dealer’s obligations under this Agreement or any bankruptcy or other insolvency proceeding of Dealer).

“Operating Procedures” shall have the meaning given to such term in Section 2.2 hereof.

“Operating Period” means the period commencing as of the Program Commencement Date and ending when terminated pursuant to Section 6.1 hereof.

“Other Dealer Fees” means any fees (other than the Dealer Promotion Fee) that Bank may impose on Dealer from time to time pursuant to the terms of this Agreement.

“Participating Stores” means an Authorized Dealership with respect to which Bank has agreed in writing that Account Holders shall be allowed to finance the purchase Authorized Products on Accounts.

“Program Commencement Date” means the first day of the Operating Period.

“Program” and “Program Agreement” shall have the meanings given in the recitals.

“Purchase” shall mean the purchase on an Account by an Account Holder of any Authorized Products from Dealer at a Participating Store Location.

“Solvent” means, as to any person, (a) that the present fair salable value of such person’s assets exceeds the total amount of its liabilities, (b) that such person is generally able to pay its debts as they come due, and (c) that such person does not have unreasonably small capital to carry on such person’s business as theretofore operated and as thereafter contemplated. The phrase “present fair salable value of such person’s assets” means that value that could be obtained if such person’s assets were sold within a reasonable time in one or more arm’s-length transactions in an existing and not theoretical market.

“Third Party Vendor” shall have the meaning given to such term in Section 2.5 hereof.

“UCC” means the Uniform Commercial Code of Utah as in effect from time to time.

B. Miscellaneous. As used in this Agreement, (i) all references to the plural number shall include the singular number (and vice versa); (ii) all references to the masculine gender shall include the feminine gender (and vice versa) and (iii) all references to “herein,” “hereof,” “hereunder,” “herein below,” “hereinabove” or like words shall refer to this Agreement as a whole and not to any particular section, subsection or clause contained in this Agreement. References herein to any document including, without limitation, this Agreement shall be deemed a reference to such document as it now exists, and as from time to time hereafter the same may be amended. References herein to a “person” or “persons” shall be deemed to be references to an individual, corporation, limited liability company, partnership, trust, unincorporated association, joint venture, joint-stock company, or any other form of entity.