



Foundation Finance Company
(Foundation First Funding in NY, OK, PA, VT; Foundation Credit Company in NE)
Dealer Agreement

This Dealer Agreement (“Agreement”) is entered into this ____ day of _____, _____ between Foundation Finance Company (Foundation First Funding in NY, OK, PA, VT; Foundation Credit Company in NE), (“FFC”) located at 7802 Meadow Rock Dr., Weston, WI 54476, and _____(Legal Name of Dealer) (“Dealer”), a ____ (state) corporation limited liability company sole proprietorship other_____.

Dealer is in the business of selling products and/or services (“Products”) to consumers, and Dealer permits consumers to make a purchase of Products (“Purchase”) under the terms of a retail installment contract (“Contract”) or a retail installment account (“Account”). FFC has established a program (the “Program”) under which FFC will purchase Contracts and Accounts from Dealer from time to time, in accordance with the terms of this Agreement. This agreement does not obligate FFC to purchase any Contracts or Accounts. “Program Terms” means the financial terms on which FFC may purchase Contracts and Accounts under this Agreement, as determined by FFC from time to time.

1. Representations and Warranties: With respect to all Contracts or Accounts sold by Dealer to FFC, and to the Purchases of Products related thereto, Dealer represents and warrants that:

- a) The retail installment contracts, retail installment account agreements, sales slips and any other documents relating thereto (“Documents”) represent bona fide sales in the ordinary course of Dealer’s business that were executed by the Buyers named on said Documents, and all signatures on the Documents are genuine.
- b) The Documents and sale transaction have been executed and conducted in compliance with all Federal, State and local laws, and there were no false, misleading, deceptive, or abusive acts or practices by Dealer in connection with any Document;
- c) Dealer has complied with all applicable Federal and State fair credit and nondiscrimination (collectively, “Fair Credit”) laws when offering the Contracts and Accounts to consumers and has not discriminated against any consumers based upon race, color, religion, national origin, sex, marital status, age (provided the consumer has the capacity to enter into a binding contract), the fact that all or part of the consumer’s income derives from any public assistance program, the fact that the consumer has in good faith exercised any right under the Consumer Credit Protection Act or other basis prohibited by applicable law (each a “Prohibited Basis”) when offering the Contracts and Accounts or any promotional financing terms with respect to the Contracts and Accounts;
- d) Dealer had full authority to sell the goods or services at the time of the sale;
- e) The Products purchased by the Buyers were carefully and properly assembled, installed, inspected, and adjusted to factory specifications, and Dealer had the required licenses, bonding or permits for installation; services rendered to Buyer were done in compliance with all applicable laws and regulations and were carried out in compliance with any written contract provided to the Buyer. Dealer has all required licenses, bonding or permits to provide these Services, including financing licenses or registrations, where required; all Products have been accepted by the Buyer; all Products were sold by Dealer for personal, family, or household purposes, and not for any business or commercial purpose;
- f) The Documents are genuine, valid and enforceable against all makers, obligors, guarantors or sureties (except for a defense of failure in consideration of a guarantor or surety), except as the same may be subject to or limited by bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally or principles of equity;
- g) The Dealer knows of no material misrepresentations in the Documents and the facts, numbers, and other information set forth in each Document are true; Dealer has no knowledge of any facts not disclosed to FFC that may impair the Buyer’s credit; the Documents and the related credit application are true and correct to the best of Dealer’s knowledge;
- h) The Buyers, and any guarantors or sureties, are not minors and have the legal capacity to contract;
- i) The Dealer has reviewed a valid form of identification on each Buyer and the signatures on the Documents (other than signatures that FFC has agreed may be made electronically) are reasonably similar to the identification reviewed by Dealer;
- j) The Buyers were provided fully completed copies of all Documents in a timely manner and no Document was altered after the Buyers signed said Documents; Documents were fully completed at the time the Buyers signed them (including all dates, dollar amounts and descriptions);
- k) There is no fact nor any claim, counter claim or set off on the Purchase or Documents that would impair the validity, enforceability, or collectability of the obligation represented by the Documents;
- l) There have been no representations or warranties made to the Buyers which are not contained in the Documents, other than a manufacturer’s or Dealer’s standard warranties, and in the event a manufacturer or Dealer breaches a standard warranty, Dealer will cure the breach within 15 days of notice of the breach;
- m) Any down payment was made by cash, check or credit card and was properly disclosed on the Documents, and does not include any manufacturer’s rebate or any other direct or indirect loan from the Dealer or the manufacturer to the buyer(s); except for any such down payment made by credit card, Dealer has not made and will not make any agreement with Buyer to separately finance any portion of the contract or to make any payments for the Buyer;
- n) All Documents have been signed by an employee of Dealer who is authorized to bind Dealer to the terms of this Agreement;

- o) Any sales contracts between Dealer and Buyers contain all terms and notices, and are provided in such formats, as required by all applicable laws;
- p) Dealer has not added any finance or loan-related fees onto prices quoted to the Buyers nor disclosed that any finance or loan-related fees, such as dealer or discount fees, are included in the amount financed;
- q) Dealer has good title to the Documents, has the right and authority to sell, assign, and transfer the Documents, and FFC shall have a valid and perfected first priority security interest in the Products and the buyer(s) shall have good title to the Products described in the Documents;
- r) The Products described in each Document are free of all liens or other encumbrances, except for the lien created by such Document.
- s) Dealer has paid all subcontractor invoices prior to submitting Documents for funding or Dealer will pay all outstanding subcontractor invoices from loan proceeds upon receipt of account funding.

2. **Non-Recourse:** All purchases of Documents are made on a non-recourse basis except as specifically provided in this Agreement. In the event the Dealer breaches any of the representations or warranties set forth in section 1, the Dealer will repurchase the Documents related to such breach within ten (10) business days after notice from FFC of said breaches; Dealer will repay to FFC the purchase price less any payments made by Buyers plus related expenses and costs paid by FFC ("Repurchase Price"). If Dealer fails to pay the Repurchase Price within 10 business days of FFC'S request, FFC may elect to pursue any other legal remedy available either together with or instead of the remedies set forth above, including but not limited to, pursuing legal action against Dealer, and in such event Dealer will pay all attorneys' fees, court costs, or other expenses incurred as a result of FFC pursuing such legal action.

3. **Dealer Covenants:** Dealer covenants to do the following during the term of this Agreement with respect to the Program:

- a) Dealer shall cooperate with FFC promptly to resolve all disputes with Buyers;
- b) Dealer shall maintain a fair and equitable policy, in compliance with applicable legal requirements, for the exchange and return of Products and adjustment for Products rendered or not rendered, and shall promptly comply with FFC's demand for repurchase of any Documents which have violated the representations and warranties of this agreement;
- c) Dealer shall not seek or obtain any special credit arrangement or condition from consumers that is not approved by FFC;
- d) Dealer shall not discriminate in any way against a consumer on a Prohibited Basis in connection with the offering of any Contract or Account or its terms;
- e) Dealer shall (i) periodically train all Dealer employees that are involved in originating Contracts and Accounts under the Program on how to comply with applicable Fair Credit laws, (ii) take prompt and appropriate action to mitigate and remediate the effects of any violation of applicable Fair Credit laws by Dealer employees, (iii) implement reasonable and appropriate measures in response to any violation of applicable Fair Credit laws to prevent future violations, (iv) promptly notify FFC of any actual or alleged violation of applicable Fair Credit laws by Dealer employees; and (v) provide FFC with all available information that FFC requests regarding Dealer's activities with respect to the origination of Contracts and Accounts to assist FFC in implementing its Fair Credit compliance program.
- f) For any retail installment account agreement on which Dealer has sold any sales slip to FFC, Dealer shall offer to FFC any subsequent sales slips;
- g) Dealer shall offer Documents for purchase by FFC only if the Documents are on forms of documents and have terms that have been provided by or approved by FFC;
- h) Dealer shall not use any document provided by FFC except for purposes of the Program; and
- i) Dealer shall operate Dealer's financing and related activities in accord with all applicable laws

4. **Indemnification:** Dealer shall be liable to and shall indemnify and hold harmless FFC, its successors and assigns, and each of their respective officers, directors and employees from and against any losses, cost, damage and expense (including attorneys' fees) arising out of resulting from (a) any action by FFC to enforce the provisions of this Agreement; (b) the breach of any of Dealer's representations, warranties, or covenants under this Agreement; (c) a Buyer's rescission of or attempt to rescind a Document; (d) any claim by any Buyer against FFC that a Buyer may have against Dealer as a defense, counterclaim, setoff, recoupment, or otherwise; (e) any direct claim by any Buyer against FFC, by suit or otherwise, which could be asserted against Dealer; (f) the Documents and any other documents used in connection with the transaction, including but not limited to, documents given to Buyer pertaining to warranties or service agreements. Dealer's liability for the Documents and other documents does not apply to the form of any document provided by FFC, but shall apply to any acts or omissions of Dealer or its officers, employees, or agents related to the use or completion of any such documents furnished by FFC, including, but not limited to, (i) Dealer's failure to properly complete any such document or deliver copies to Buyer, (ii) the inaccuracy or incompleteness of any information contained in any credit application of any Buyer, (iii) the failure by Dealer to provide Products to Buyer in accordance with the terms contained in the document, and (iv) any product liability or warranty claims in respect of Products. In addition, Dealer will indemnify, defend and hold FFC harmless from any and all claims, defenses, counterclaims, cross claims, right to setoff of demands that allege facts that would constitute a breach of any of the representations or warranties in section 1 of this Agreement.

5. **Credit Approval:** FFC will purchase Contracts or Accounts based on the information provided in the Documents by the Dealer. FFC may reject Documents submitted for purchase which do not match the information provided at the time of credit approval. FFC may, at its discretion, request corroborating information on Buyer applications, including but not limited to proof of income, proof of homeownership, or proof of identity. All credit approvals are valid for 45 days, or the length of time shown in the credit decision email,

whichever is longer. If the funding process, including the required customer verification call, is not completed prior to the expiration date for the application, the transaction may be subject to additional underwriting or may be returned to Dealer and rejected for purchase. FFC reserves the right to reject any Documents which do not meet the specified terms agreed to between Dealer and FFC or which do not meet FFC'S purchase criteria. All credit approvals and fundings are contingent upon an FFC verification call to the customer verifying customer information details, finance terms and customer satisfaction with the Products and financing experience. FFC purchase of Contracts or Accounts is subject to the results of the customer verification call in FFC's sole discretion.

6. Payment Terms: FFC will use its best efforts to pay Dealers daily for any Documents which have been submitted to FFC; have been approved, reviewed and confirmed by FFC as being accurate and complete; and have been accepted by FFC for purchase. FFC shall fund Dealer by direct deposit (ACH transfer) into an account of Dealer's choosing. ACH transfers will be done at no cost to Dealer; Dealers wishing to receive payment by any other methods may be charged reasonable fees at FFC'S discretion. Dealer will be funded the Purchase Price of each Document less any credit risk fees, promotional program fees, payment transmission fees, or other fees as set forth on the current Program Terms effective as of the date of funding. If FFC funds any amount in error, Dealer agrees that FFC may deduct the erroneous amounts from the Dealer's account or bill the Dealer separately at FFC'S sole discretion. Dealer authorizes FFC to initiate ACH credits and debits to Dealer's designated bank account for purposes of settling transactions under this agreement. FFC and Dealer acknowledge and agree that the sale, assignment, transfer and/or negotiation of any Document shall not become effective until the expiration of any time period prohibited by the Federal Trade Commission's rules relating to door-to-door sales or other applicable State or Federal statutes or regulations during which a Buyer has the right to rescind or cancel the Purchase. Upon remittance by FFC of the purchase price for a Document, Dealer will enter into its books and records evidence of the sale of such Document to FFC. FFC has the right to hold and apply any money, profit, contract, or other right to payment of Dealer which comes into FFC's possession against any amount Dealer owes FFC under this Agreement. FFC may hold back a portion of the dealer proceeds for any Documents sold by Dealer and purchased by FFC to the extent of and as long as Dealer is indebted to FFC under this Agreement (or any other agreement with FFC).

7. Fax/Electronic Signature Funding: FFC may, at its sole discretion, fund Dealer from faxed or electronically signed copies of complete, accurate Documents. Fax/electronic signature funding will only be offered to Dealers meeting certain volume and quality standards established by FFC from time to time and may be revoked from any Dealer at FFC's discretion. For Documents accepted for funding by fax, Dealer must submit the original, signed copies of all consumer forms to FFC within 5 business days of funding. If (i) the original Documents are not received in that timeframe, (ii) the Documents differ in any way from the faxed copies accepted for funding or (iii) FFC has any reason to suspect fraud or misrepresentation in the completion of any Documents (whether faxed, electronically signed or original signatures), then Dealer agrees to repurchase the Documents within 5 days of FFC's request for the Repurchase Price. If Dealer fails to pay the Repurchase Price within 5 business days of FFC'S request, FFC may elect to pursue any other legal remedies available either together with or instead of the remedies set forth above, including, but not limited to, pursuing legal action against Dealer, and in such event Dealer will pay all attorneys' fees, court costs, or other expenses incurred as a result of FFC pursuing such legal action. FFC reserves the right to remove Dealer from fax/electronic funding option at any time.

8. Notices: Dealer will notify FFC no less than 30 days in advance of any change in trade name, place of business, or change in ownership for Dealer. Dealer shall, within 3 days of receipt, provide FFC with a copy of any written complaint from any Buyer related to a Document.

9. Restrictions: Dealer will not submit any credit applications for which the Buyer is an owner of the Dealer, employee of the Dealer or an immediate family member of any principal of the Dealer.

10. Buyer Payments: Dealer will not accept any payments from Buyers related to Documents which have been accepted for funding by FFC. If Dealer receives payment from any Buyer, it will forward said payments to FFC within 3 business days of receiving the payment.

11. No Agency: Dealer and FFC acknowledge that they are not agents for one another and therefore they are not bound by any agreements made by one another with third parties unless prior written approval has been given.

12. Amendment: FFC may amend this Dealer Financing Agreement at any time. In the event Dealer does not agree to the amended terms, FFC may terminate this agreement as it deems necessary. Any changes to this Agreement do not affect Documents which were purchased by FFC prior to the amendment. This Agreement may be modified or amended only as set forth in this Section. This Agreement terminates, supersedes and replaces any prior dealer agreement between dealer and FFC.

13. Waiver: Dealer consents that FFC may grant extensions of time or make compromises with Buyers or other persons liable on the Documents without affecting Dealer's liabilities hereunder. Dealer waives notice of customer nonpayment; protest and notice of protest of Documents by a customer; notice of the acceptance of this agreement; and all other notices and demands to which Dealer might otherwise be entitled by law. FFC's or Dealer's failure to exercise any rights under this Agreement shall not operate as a waiver of any rights, and all rights and remedies in this Agreement shall be cumulative and not in the alternative.

14. Governing Law: This agreement and other transactions between the parties are governed by and shall be construed according to the internal laws of the State of Wisconsin. This contract is made in Marathon County, Wisconsin. Unless precluded by statute or other law, any legal action deemed necessary by any party will be brought in the Circuit Court in and for Marathon County, Wisconsin and the parties consent to the personal jurisdiction of that court. If Dealer is brought in as a third party in a suit by FFC against a Buyer on any Instrument, Dealer consents to the jurisdiction of the court where the suit is brought or other appropriate venue for debtor suits.

15. Successors: Upon FFC'S acceptance of this Agreement, this shall constitute an agreement between the parties which shall inure and bind Dealer and Dealer's respective successors and assigns any company affiliated with Dealer which may transact business hereunder.
16. Assignment: Without the express written consent of the other party, neither party may assign this Agreement or delegate any of its duties hereunder except that:
- (a) FFC may assign this agreement to an affiliate; and
 - (b) FFC may contract with a bank or other financial institution in structuring the financing program for the Products or otherwise financing the Documents and in connection with such contract or financing may assign or grant a security interest in this Agreement or delegate duties to such financial institutions to the extent FFC deems necessary or desirable; and
 - (c) FFC may sell, assign, or grant a security interest in any Documents purchased from Dealer under this Agreement.
17. Termination: Either party may terminate this Agreement immediately by giving written notice to the other party. Termination of this Agreement by either party will have no effect on any obligations or any transactions relating to Documents purchased by FFC prior to the effective date of termination.
18. Facsimile: FFC and Dealer agree that signed facsimile documents between them are binding.
19. Dealer Communication: Dealer agrees to receive program updates and marketing messages from FFC via e-mail, fax, text message, U.S. mail or phone. Dealer understands and agrees that for the parties' mutual protection, FFC may electronically record any telephone conversations conducted with FFC without further notice to the parties to such conversations. Dealer acknowledges and consents to the retention of and use of such recordings by FFC and its employees, representatives and agents for the purposes of settling disputes and/or managing our quality assurance program.
20. Fair and Accurate Credit Transactions Act: Dealer confirms it has developed and implemented an Identity Theft Prevention Program for combating identity theft in connection with new and existing accounts. This program includes reasonable policies and procedures for detecting, preventing and mitigating identity theft. Dealer agrees to defend and indemnify FFC, its affiliates, their officers, employees agents and directors against any loss, damage, expense or liability (including reasonable attorneys' fees and costs) resulting from Dealer's failure to comply with the final rules on identity theft red flags and address discrepancies as published in the Federal Register and adopted by the Federal Trade Commission, and any amendments or modifications to those rules.
21. Privacy: "Nonpublic personal information" has the meaning set forth in Section 509 of the Federal Gramm-Leach-Bliley Act ("GLB Act"). The fact that any person is a Buyer on a Document sold to FFC hereunder, and any information relating to such credit relationship or credit application, and any list of Buyers, shall be considered nonpublic personal information of FFC hereunder. For the avoidance of doubt, a list of Dealer's customers that does not distinguish between cash customers and credit customers shall not be nonpublic personal information of FFC.
- (a) Dealer shall use any and all nonpublic personal information that relates to FFC's customers and consumers solely for the purpose of performing its duties and obligations specified in this Agreement and only in accordance with applicable law;
 - (b) Dealer shall maintain the confidentiality of all nonpublic personal information by establishing and utilizing physical, electronic and administrative procedures to protect the security and confidentiality of the information, including the implementation of systems and procedures to detect identity theft in compliance with the Fair and Accurate Credit Transactions (FACTA) red flags provisions;
 - (c) Dealer shall limit access to nonpublic personal information to only those authorized employees with a reasonable need to access said information;
 - (d) Dealer shall not permit any disclosure, use, dissemination, or duplication of the nonpublic personal information to or by any other person or entity unless authorized in writing by FFC;
 - (e) Dealer shall not use any list of Buyers for marketing or cross-selling.
22. Miscellaneous Provisions: FFC has the right to strictly enforce all provisions of this Agreement even if it might have refrained from strict enforcement at some time or by custom. Any failure of FFC to strictly enforce its rights and exercise its remedies will not be construed as a waiver of those rights and remedies. The rights and remedies given to FFC under this Agreement shall be cumulative and in addition to the other rights and remedies it may have by contract, statute, or rule of law, and the exercise of a right or remedy shall not be deemed a waiver of any other right or remedy. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though the parties are not signatories to the original or same counterpart.
23. FFC Name: Dealer shall not use FFC's name, logo, trademarks, or trade names, or refer to FFC directly or indirectly, in any advertisement, marketing materials, news release, or any other publication, without the prior written consent of FFC. In the event that FFC has granted such written consent, Dealer shall follow all terms and conditions set out by FFC.
24. Modification of Program Terms: FFC may change the Program Terms from time to time.
25. Digital Signatures: Documents submitted to FFC on behalf of Dealer that are signed digitally or electronically by any representative of Dealer, or otherwise signed on behalf of Dealer through DocuSign or similar digital or electronic service accepted by FFC, will have the same force and effect as if physically signed by a duly authorized representative of Dealer, unless FFC is notified by Dealer in writing that such signatures are no longer authorized, sufficiently in advance of submission for FFC to take action (to avoid the acceptance of such documents). FFC has no duty to investigate the validity or due authorization of any digitally or electronically signed document submitted by or on behalf of Dealer. All documents submitted in any format other than paper by Dealer to FFC shall have the same force and effect as if it were the signed original.

Signatures and Acceptance:

As an owner or corporate officer of Dealer, I am authorized to bind the Dealer to the terms of this Agreement.

Signed: _____

Federal ID# for Dealer: _____

Print Name: _____

Dealer's Address: _____

Print Title: _____

Date: _____

ACCEPTANCE BY FFC:

Signed: _____ (signature)

Date: _____

ADDENDUM TO MASTER DEALER AGREEMENT

I understand that all approvals and fundings are subject to all terms of this Master Dealer Agreement, including section 1(e) which requires **proper licensing, bonding and permit filing on each contract account**, where required. Additionally, approvals and fundings are subject to the standard Approval Terms (shown below) listed on each approval email as well as the satisfaction of any required stipulations listed on the credit approval.

STANDARD APPROVAL TERMS:

- 1) This bid/approval is good until the approval expiration date shown. Account acquisitions not funded before that date may be re-decided or be returned unfunded at our discretion.
- 2) Per section 1(e) of the Master Dealer Agreement, you are required to have all necessary licenses, bonding and permits required for each job. FFC may verify or request copies of any required items at any time. FFC reserves the right to refuse funding on any accounts not complying with these requirements.
- 3) The bid % is the percent of the net amount financed that we will pay you for the account. You may not pass the discount percent on to the borrower. If you use a promotional plan that has a fee, the promotional fee is IN ADDITION to any risk discount shown on this approval.
- 4) All purchases are subject to verbal verification with the customer. The bid is based on the information listed on the credit app and finance documents being accurate. If we find out during verification or any other time that something is not correct, we may decrease our bid, request additional documentation or reject the application.
- 5) SPLIT FINANCING/SPLIT TICKETS: Split tickets between Foundation Finance Company and another finance company must be disclosed at the time of the application. Sales that are found to be partially financed with another finance company without prior FFC knowledge may be subject to review. We may re-underwrite them (which may affect any approval bid %) or return them unfunded at our discretion.
- 6) Use of household income on an application without prior notification to FFC may result in the application being re-underwritten. If FFC is not able to accept the household income, the other party may need to be added or the application may be denied at FFC's discretion.

Signatures and Acceptance:

As an owner or corporate officer of Dealer, I am authorized to bind the Dealer to the terms of this Agreement.

Signed: _____

Print Name: _____

Print Title: _____

Date: _____

ACCEPTANCE BY FFC:

Signed: _____ (signature)

Date: _____