



DEALER ACH PAYMENT ADDENDUM

This Dealer ACH Payment Addendum ("Addendum") to the Dealer Agreement U DRIVE ACCEPTANCE CORP. ("UDAC"), and their affiliates, subsidiaries, successors and assigns, and _____ (Dealer Legal Name)

DBA, _____ is entered between UDAC and Dealer and describes the rights and obligations between UDAC and Dealer with respect to the Automated Clearinghouse ("ACH") method of payment. Capitalized terms used in this Addendum shall have the meanings assigned to them in the Dealer Agreement.

I. USE OF ACH.

a. Agreement to pay the ACH transaction

The Dealer shall establish an account with a depository institution (the "Settlement Account") for the settlement of amounts due and owing by, or to, the Dealer to, or from, UDAC under the Dealer Agreement. The Dealer authorizes UDAC to initiate credit entries to such Settlement Account in settlement of amounts due and payable under the Dealer Agreement. Additionally, in the event that entries are erroneously credited to the Settlement Account, UDAC is authorized to debit such account in the amount of such erroneous credit. UDAC shall notify Dealer prior to initiating any ACH entries to Dealer's account.

b. Procedure for ACH payment to Dealer

After: (i) UDAC's approval of a transaction by a Contract approval facsimile sent by UDAC to Dealer, and (ii) the completion of all documents specified by the UDAC Reference Materials by Dealer and delivery of those documents to UDAC, UDAC shall pay to the Settlement Account, by ACH transfer, the exact amount of purchase price approved by UDAC plus any Dealer Reserve due Dealer at the time UDAC purchase a Retail Installment Contract. All documents specified by the UDAC Reference Materials, properly completed and signed, must be forwarded to UDAC by Dealer before UDAC shall be obligated to make payment.

2. SETTLEMENT

UDAC payment of the amount of the purchase price of any Retail Installment Contract shall not constitute acknowledgement of receipt or final acceptance of any contract offered to UDAC by the Dealer or confirmation that the purchase price is correct, or constitute a waiver of any rights of UDAC or obligations of the Dealer under the Dealer Agreement or this Addendum. Notwithstanding or in limitation of the foregoing, the parties expect and agree that remission by UDAC of payment in the amount of the purchase price of any Retail contract shall completely discharge and satisfy any obligation of UDAC, its affiliates or assignees, to the Dealer to pay the purchase price for that contract.

3. RIGHT OF SETOFF

UDAC has the right to set off any funds of the Dealer in UDAC's possession against amounts owing by Dealer under this Addendum. UDAC shall promptly notify Dealer in writing of any set off transaction executed by UDAC affecting Dealer.

IN WITNESS THEREOF, this Addendum is executed this day of _____, 20_____.

U DRIVE ACCEPTANCE CORP.

DEALER

By: _____

Legal Name: _____

Name: _____

By: _____

Title: _____

Name: _____

Title: _____

PLEASE ATTACH A VOIDED CHECK OR LETTER FROM YOUR BANK DETAILING ACH PAYMENT INFORMATION