



V.6.1.18

U DRIVE Acceptance Corp - INDEPENDENT DEALER APPLICATION
1119 4th Street Suite #102 Sioux City, IA 51101 • Phone: 712.258.0269 • Fax: 712.224.5165

To qualify as an approved U DRIVE Acceptance Corp dealership the following information is required. All documents listed below must be presented to U DRIVE for review and approval prior to conducting business with U DRIVE.

Dealership Name: _____

Form of Ownership: Corporation Partnership LLC Sole Proprietor

DBA: _____ web address: _____

Physical Address: _____

City/State/Zip: _____

Phone: _____ Finance Fax: _____ Email: _____

Federal TaxID#: _____ Dealership DMV License #: _____

Years in Business: _____ Monthly Volume: Used Cars: (totalsales/month) \$ _____ # of units/month: _____

Average Inventory Levels: Avg. \$ value/ unit _____ Avg.# of units on lot: _____

Floorplan Provider: _____ Floorplan Contact: _____ Floorplan phone# _____

Other Lenders Utilized: _____ Contact of (1) Lender : _____ Phone: _____

Principal #1

Name	Title	% Ownership	Cell Phone #
Home Address	City	State	Zip
Email Address	DOB	Social Security #	

Principal #2

Name	Title	% Ownership	Cell Phone #
Home Address	City	State	Zip
Email Address	DOB	Social Security	

By signing below, I/we hereby authorize U DRIVE Acceptance Corp ("UDRIVE") to obtain a copy of business and personal credit reports, perform background checks, and investigate all information provided herein including to but not limited to floorplan Provider at any time during the parties relationship. I/We understand and acknowledge that this information may be used in determining the conditions under which we may conduct/continue to conduct business with U DRIVE. All statements herein are true and correct and without any material omissions.

Principal #1 Signature

Principal #2 Signature

Principal #1 Name

Principal #2 Name



INDEPENDENT DEALER REQUIRED DOCUMENTS

- Independent Dealer Application (completely filled out)
- Independent Dealer Agreement (properly executed)
- Automotive Dealership ACH Agreement (mandatory)
- Notarized Power of Attorney (mandatory)
- Installment Seller's License (if applicable in state)
- Legible copy of Principal(s) drivers licenses
- Copy of DMV dealer's license
- Copy of Dealer Surety Bond
 - Proof of Floor Plan(s) showing Limits & Balance
- Three (3) pictures of dealer building facility
- Two (2) pictures of dealer service facility (if on premises)
- Three (3) pictures of dealer lot and inventory (wide angle)

If no Floorplan:

- ✓ A minimum of ten (10) titles (Front & Back) in dealer's name

Please mail originals to:

U DRIVE Acceptance Corp

Dealer Agreement Department
1119 4th Street Ste #102
Sioux City, IA 51101

NOTE: Deals will not be funded until the original Dealer Agreement & Application are received by U DRIVE Acceptance Corp

Dealer Agreement (Independent)

THIS AGREEMENT ("Agreement") is between U DRIVE Acceptance Corp, located at, 1119 4th St Suite #102, Sioux City, IA 51101, herein referred to as ("UDRIVE") and the dealer whose name and address are set forth on the last page of this Agreement ("Dealer") and is dated and is effective as of the date set forth under UDRIVE's signature below. Dealer is engaged in the retail sale of new and/or used motor vehicles ("Vehicles") to buyers ("Buyers," or "Buyer" may be interchangeably used herein), which term shall include any other obligors under a Contract (as defined below) including persons providing surety and guarantors, and Dealer may, from time to time, offer to UDRIVE for purchase and/or service retail vehicle installment sales contracts and security agreements, and guarantees thereof ("Contracts"). This Agreement sets forth the terms and conditions under which UDRIVE or its affiliates or subsidiaries will purchase, or have purchased, Contracts from Dealer, and the rights and obligations of Dealer and UDRIVE regarding those Contracts. In consideration of the mutual promises and agreements contained herein, UDRIVE and Dealer agree as follows:

1. **PURCHASE AND SALE OF CONTRACTS.** UDRIVE is willing to review credit applications (on an indirect relationship basis) received from time to time by Dealer from prospective Buyer(s) who wish to purchase Vehicles from Dealer using financing to be provided by Dealer for the purpose of determining whether U DRIVE will purchase Contracts from Dealer and, if so, on what terms UDRIVE proposes to purchase such Contracts. Dealer is under no obligation to sell and UDRIVE is under no obligation to purchase any Contracts. UDRIVE may purchase Contracts offered by Dealer if acceptable to UDRIVE and if written on documents acceptable to UDRIVE, at UDRIVE's sole discretion. For each Contract, Dealer shall execute and deliver to UDRIVE an assignment of the Contract in a form acceptable to UDRIVE ("Assignment"), and shall deliver the original Contract and all other documents required for the purchase of a Contract by UDRIVE (collectively "Required Documents"). UDRIVE may reject any Contract not meeting UDRIVE's requirements. UDRIVE will have no obligation to purchase a Contract if, prior to funding from the date of the Contract: (i) the Buyer dies or becomes incapacitated; (ii) the Buyer files for bankruptcy protection; (iii) the Vehicle is lost, stolen or damaged in any way; (iv) the Buyer is in a dispute with Dealer; (v) the Buyer returns the vehicle to the dealer, (vi) the down payment was not made in full in readily available funds, (vii) The down payment specified on the Contract was loaned to Buyer from the Dealer in any way, shape, or form including promissory notes, pickup payments, or postdated checks, (viii) The down payment bounced or the Dealer returned the down payment for any reason, (ix) the vehicle associated with a Contract presented to UDRIVE for purchase ("Vehicle") is unable or may be deemed unable to pass state inspection or is considered a danger to drive due to mechanical defects (including to but not exclusive if a check engine light that is on), or (x) for any other reason determined by U DRIVE to constitute a change in circumstance that puts repayment of the Contract at risk. Contracts shall be sold to U DRIVE pursuant to this Agreement without credit recourse to Dealer, except as otherwise agreed and except with respect to the representations, warranties, repurchase obligations and other obligations, and agreements of, and indemnification by, Dealer set forth in this Agreement.

2. **PURCHASE PRICE.** The purchase price of each Contract shall be the Contract "unpaid cash balance" (the cash price of the Vehicle plus other amounts authorized by UDRIVE, less the down payment and other amounts), less such a discount ("Discount") as agreed between Dealer and UDRIVE, and such price shall be payable upon satisfaction by Dealer of the terms, conditions, warranties and representations set forth in this Agreement and the Assignment with respect to each Contract.

3. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Dealer represents, warrants, and covenants with respect to each Contract purchased by UDRIVE and the Assignment to UDRIVE thereof that:

- a. Dealer furnished UDRIVE all information received by Dealer relative to the Contract and such information is complete and accurate, and no statements or information made or furnished to UDRIVE by Buyer, Dealer, or any other person are untrue or incomplete; all unpaid balances shown on the Contract are correct and no prepayments have been made, unless otherwise disclosed in writing to UDRIVE;
- b. The Contract is true, and it and any guaranty thereof are valid and genuine and correctly and fully state the terms of the transaction between Dealer and Buyer; each signature on the Contract and on all other documents is genuine; and each Buyer thereunder has, at the time of entering into the Contract, the full legal capacity to enter into the Contract and Buyer is not a minor or incompetent;
- c. The Vehicle described in the Contract and all optional equipment, goods and services agreed by Dealer and Buyer to be delivered with the Vehicle have been delivered to and accepted by the Buyer, and the title to the Vehicle has never been branded a grey market, salvage, frame damaged, flood, rebuilt, manufacturer's buyback vehicle history on file, or lemon law title, regardless of Dealer's good faith knowledge and/or belief to the contrary, or otherwise subject to any laws regarding the same nor has the Vehicle been used for commercial transportation or by law enforcement agencies;
- d. The down payment was paid in full, in cash or in immediately available funds from the Buyer(s) prior to UDRIVE's purchase of the Contract (except for a manufacturer's rebate, if applicable) or in trade equity, and no part was loaned by Dealer or any other person or entity and no part was otherwise provided directly or indirectly by, or is the result of any other assistance of, Dealer, and Dealer properly handled or disposed of any down payment or trade-in or the proceeds thereof as agreed with Buyer and no part was paid or rebated to Buyer;
- e. The down payment specified on the Contract was not loaned to Buyer from the Dealer in any way, shape, or form including promissory notes, pickup payments, or postdated checks;
- f. The down payment was not returned to the Buyer(s) by Dealer for any reason whatsoever within sixty (60) days of the date of the Contract (including but not limited to if the down payment did not clear and resulted in a bounced and/or insufficient funds check);
- g. The Vehicle must pass and Dealer guarantees Vehicle will pass all state motor vehicle inspections required within thirty (30) days of the date of Contract and be deemed safe to drive and road worthy during that period of time;
- h. Dealer has good title to the Vehicle, subject only to UDRIVE's valid first lien, and to the Contract, and Dealer has the right to sell the Vehicle to Buyer and the Contract to UDRIVE and the Vehicle and the Contract, respectively, are free of all liens, claims and encumbrances except UDRIVE's lien; the Contract constitutes the genuine, legal, valid, binding, non-cancelable obligation of each Buyer, enforceable against such Buyer in accordance with its terms (subject to equitable principles and bankruptcy, insolvency and other similar laws providing relief to debtors); the obligation of each Buyer to make payments under the Contract is absolute, unconditional and non-cancelable and, to the best of Dealer's knowledge, is not subject to any right of set-off, counterclaim or deduction for any reason whatsoever; and the Contract has been duly authorized by Buyer;
- i. The cash price of the Vehicle as shown on the Contract is the "cash price" as defined by applicable federal and state law; the purchase price of the Vehicle is the price charged by the Dealer for substantially similar vehicles in cash transactions and was not increased because the vehicle was sold in a credit transaction nor because it was sold to a member of a protected class as defined under state or federal law or because the Contract was to be purchased by UDRIVE at a discount; which is less than the Amount Financed stated in the Contract; and the Buyer was not quoted a higher cash price for the Vehicle because the Buyer purchased the Vehicle with financing through Dealer;
- j. All types of insurance, warranty, service contracts, gap waivers or other products provided or arranged by Dealer comply with all applicable federal and/or state laws and regulations, and the purchase price of any vehicle accessories, service contracts, insurance, warranties or other goods and services represents the fair retail market value of such goods and services, has not been overstated or inflated in any way and represents the price for such goods and services imposed by Dealer in cash sales of such goods and services;
- k. All federal, state and/or local disclosures and notices required by law to be made to each Buyer were complete, accurate and properly and timely made, and all documents required to be delivered at the time of signing the Contract have been delivered;
- l. The Contract was completely filled-in when signed by each Buyer and guarantor, and each Buyer and guarantor received a completed copy of the Contract;

- m. The retail installment Contract signed by the Buyer(s) was valid and in compliance with all federal, state, and local laws, rules, and regulations as of the date of the Contract;
- n. The Vehicle is insured, commencing with the date of delivery of the Vehicle to Buyer, in accordance with UDRIVE's requirements, and UDRIVE is named as a loss payee on such policy and all other conditions established by UDRIVE for purchase of the Contract have been satisfied, and Dealer has timely paid any premiums or charges to any Buyer sold items including insurance or other companies for any insurance, service contract, warranty, gap waiver, or other products; n. Dealer has complied with, and the credit application, Buyer's order, Contract and all other documents submitted by Dealer and the related transaction conform with, and do not violate, any and all applicable requirements including but not limited to the Federal Truth in Lending Act, Regulation Z, the Equal Credit Opportunity Act (ECOA), and Regulation B. The Dealer has complied with Federal Risk-Based Pricing Rules and all required legal Notices, The Dodd-Frank Wall Street Reform and Consumer Protection Act and their suggested actions, all Federal Trade Commission (FTC) Rules, any and all applicable laws of the state wherein the Contract was executed, and in addition any and all other applicable federal, state and local laws, rules, and regulations;
- o. Dealer has made no inaccurate, untrue or misleading representations, warranties, statements, claims or comments regarding the finance charge, including, without limitation, claims about obtaining the lowest or best interest rate available for the Buyer, or regarding any other matter relating to the Contract or the related transaction;
- p. The entire transaction occurred at Dealer's place of business, and the Contract was generated from a direct sale by Dealer and not from a third party;
- q. Dealer completed at the time of Contract signing all forms and documents necessary to perfect a valid and enforceable first priority security interest of UDRIVE in the Vehicle as required by applicable law, and forwarded such documents, within the earlier of (i) the state law time frame for perfection or (ii) thirty (30) days from date of Contract, together with the appropriate fees & taxes, to those public officials who are responsible for issuing the certificate of title or registration, and Dealer has taken all other steps required to perfect such lien or security interest in the name of UDRIVE. Dealer further warrants that UDRIVE shall have a perfected first priority lien which will not be avoidable by any person or entity including a trustee in a bankruptcy proceeding;
- r. Dealer must provide UDRIVE a physical title free of any and all liens and encumbrances, with UDRIVE listed as sole and first priority lienholder, within forty-five (45) days of the Contract date;
- s. Dealer did not charge Buyer for filing fees or other costs paid by Dealer to public officials to perfect UDRIVE's security interest in the Vehicle, except where allowed by law, and Dealer did not charge Buyer for any other fee, including documentary or processing fees, which Dealer does not charge in comparable cash transactions other than disclosed amounts consistent with Subsection 3i above;
- t. Dealer will not, without the prior written consent of UDRIVE, accept collection or payments or make payments on Contracts assigned to UDRIVE, repossess or threaten to repossess, or consent to the return of any property which is the subject of any such Contract at any time during the term of the Contract, or modify the terms of any Contract;
- u. Dealer has not assigned or pledged the Contract to any person or company other than UDRIVE, and UDRIVE has received the sole original executed copy of any Contract which constitutes an instrument under the Uniform Commercial Code;
- v. To the best of Dealer's knowledge, no event of default has occurred or is continuing and no condition exists which would with the passing of time or the giving of notice constitute an event of default under the terms of the Contract; and
- w. Each of the warranties, representations and covenants in this Agreement and in the separate Assignment and Guarantee of Title (i) are material to the purchase of any Contract which presently has been purchased or which is to be purchased in the future by UDRIVE or its subsidiaries and/or affiliates, (ii) shall be deemed remade each time UDRIVE or its affiliate or subsidiary acquires a Contract from Dealer, and (iii) are cumulative. If there is any inconsistency between this Agreement and the Assignment, then this Agreement shall control. The warranties, representations, agreements and covenants will not be considered waived even if UDRIVE or its subsidiaries and/or affiliates purchase any Contract with knowledge that the warranty, representation or covenant is breached.

4. CONTINUING DEALER OBLIGATIONS:

4.1 LICENSES. Dealer has and will maintain all licenses required by law to conduct business and sell retail installment Contracts to lenders.

4.2 ADVERTISING & PROMOTION. Without UDRIVE's prior expressed written consent, Dealer shall not use or refer to any name, mark or other trade identity of UDRIVE or any of its subsidiaries or affiliates in any advertisement or promotion.

4.3 FEES AND TAXES. Dealer will promptly forward, within the lesser of state law or thirty (30) calendar days from the date of the purchase of the Contract by UDRIVE, to the proper authorities all federal, state and local fees and taxes due in connection with the sale and/or registration of each Vehicle and be able to supply UDRIVE proof of such.

4.4 GOODS SERVICES & OTHER PRODUCTS. Dealer agrees that Dealer shall be solely responsible for (i) the quality and condition of the Vehicle and other goods and services sold in connection with any Contract, and (ii) any statements, promises (including but not limited to repair representations made to the Buyer), actions or omissions concerning the sale or attempted sale of any goods, services, insurance, warranties, gap waivers, service contracts or other products, sold, financed or discussed in connection with any Contract, and (iii) Dealer warrants and is required to disclose to UDRIVE add-on products that customer has purchased, including but not limited to warranties, gap insurance, and/or other vehicles from the same dealership within sixty (60) days of Contract purchase, and any other items which may cause additional financial burden to our customer. From Sixty (60) days from the date of purchase of the Contract by UDRIVE, Dealer agrees that it will resolve any customer disputes concerning any goods, services, mechanical issues, insurance, warranties, service contracts, gap waivers or other products sold, financed or discussed in connection with a Contract and resolve to Buyer & UDRIVE's satisfaction within seven (7) days of such notification by Buyer or UDRIVE, or Dealer shall agree to repurchase said agreement in accordance with Sections 5 & 7 below.

4.5 INSURANCE & REFUNDS. At the time the Contract is purchased by UDRIVE or a subsidiary or affiliate, Dealer will provide UDRIVE written evidence (i) of physical damage insurance acceptable to UDRIVE including, without limitation, deductibles acceptable to UDRIVE covering the Vehicle against comprehensive, fire, theft and collision losses, (ii) that UDRIVE is the secured party and loss payee, and (iii) of liability insurance acceptable to UDRIVE with respect to the activities set out herein. Dealer must inform Buyer that no insurance coverage or gap waiver coverage or other products or coverages are required to obtain credit other than comprehensive and collision insurance and that any insurance or gap waiver may be obtained from anyone of Buyer's choice. Upon prepayment in full of a Contract, Dealer shall remit to the Buyer within the time required by law any unearned premium or charge for any credit life or accident and health insurance, service contract, warranty, gap waiver or other product financed under the Contract (or if UDRIVE is required by law to refund the unearned premium or charge to the Buyer, then Dealer shall immediately upon request by UDRIVE remit such premium or charge to UDRIVE or such other party as UDRIVE has informed Dealer in writing). If credit, life or accident and health insurance or any other insurance, warranty, service contract, gap waiver or other product is financed under a Contract and is subsequently canceled or a refund is otherwise required (except if a full prepayment), Dealer agrees to remit to UDRIVE immediately upon the earlier of (i) receipt or credit from the insurance or other company, or (ii) UDRIVE's request, to be applied as partial payment on the Contract, any unearned premium or charge, as allowed by law.

4.6 AUTHORITY. Dealer represents and warrants as of the date of this Agreement and as of the date of each sale of a Contract to UDRIVE or an affiliate and/or subsidiary that: (i) this Agreement and each Contract and Assignment have been duly authorized, executed and delivered by and are binding on Dealer in accordance with their respective terms, and one signature is sufficient to bind Dealer to this Agreement, any assignments of Contracts and other documents; (ii)

all required actions necessary to enter into this Agreement have been taken; (iii) Dealer is duly organized, holds all necessary licenses required to execute such a transaction, is validly existing and in good standing under the laws of the state of its organization; and (iv) Dealer is qualified to do business and is in good standing in each state where it does business. Dealer further agrees that, regardless of any Resolution or signature authorization, UDRIVE may rely on any action, signature or endorsement, whether or not by a representative, employee or agent of Dealer, and that UDRIVE has no obligation to confirm any person's authority to act on Dealer's behalf, and each purchase of a Contract by UDRIVE or its affiliate or subsidiary constitutes Dealer's ratification of the actions, signature or endorsement of any person. Dealer agrees to indemnify and hold UDRIVE and its officers, directors, employees, affiliates and subsidiaries harmless from and against any and all actions, claims, losses, liabilities, damages and expenses arising out of the foregoing.

4.7 NOTICE OF DEALERSHIP CHANGES. Dealer shall give notice to UDRIVE of any material or significant change ("Change") in the ownership, structure or business of Dealer, including, without limitation a default or investigation relating to a dealer's floor plan, the death of a principal, whether a shareholder, partner, or owner, a dissolution, insolvency, bankruptcy, reorganization, merger or consolidation, a sale of assets or stock, a conversion to another legal structure or type of business, or cessation of business. Such notice shall be provided thirty (30) days prior to Change or, if unknown to Dealer prior to the Change, then within five (5) days via U.S. certified mail after knowledge of such Change. Contracts purchased after Change shall be repurchased by Dealer on demand at UDRIVE's sole discretion.

4.8 NOTICES TO APPLICANTS. Dealer shall notify each applicant(s) in any proposed transaction that their credit application is being submitted for credit review to UDRIVE at 1119 4th Street Ste 102, Sioux City, IA 51101, or such other address, or such other reviewer, as UDRIVE shall provide to Dealer, and Dealer shall inform each applicant of UDRIVE's credit decision. Additionally, Dealer must comply with all federal regulations relating to applicant notices including but not limited to Federal Risk Based Pricing Rule and related required notifications including but not limited to Adverse Action notifications.

4.9 INFORMATION & PAYMENTS RECEIVED BY DEALER. Dealer agrees to forward to UDRIVE promptly and within three (3) business days all payments, inquiries, communications, floorplan inquiries and/or defaults, lawsuits, impound notifications, investigations and official inquiries received by Dealer with respect to any Contract purchased under this Agreement via certified mail or traceable overnight delivery. Dealer must provide proof of receipt upon request with three (3) business days. Payments must be direct from customer and not on dealer check stock.

4.10 AMENDMENT OF CONTRACTS. Dealer will not amend any Contract sold by it hereunder without UDRIVE's prior written consent.

4.11 PRIVACY AND IDENTITY THEFT PREVENTION. Dealer shall not make any unauthorized disclosure of or use any personal information of individual consumers which it receives from UDRIVE or on UDRIVE's behalf other than to carry out the purposes for which such information is received, and Dealer shall comply in all respects with all applicable requirements of Title V of the Gramm-Leach-Bliley Act of 1999 and its implementing regulations. Additionally, Dealer must comply with all Federal Red Flag Compliance Rules and USA PATRIOT ACT regulations that require dealers to maintain an Identity Theft Prevention Program and to ensure the proper identification of applicants.

4.12 SERVICE AND ONGOING OBLIGATIONS. Dealer will provide and maintain service on all Vehicles sold by it in accordance with any representations made to the Buyer and in accordance with standard practices and policies as established by the manufacturers of such Vehicles. Dealer agrees that it will continue to perform all other obligations required to be performed by it under each Contract. Additionally, after UDRIVE purchases the Contract from the Dealer, and in the event a consumer's vehicle financed by UDRIVE is stored, abandoned, or left for more than seven (7) days on Dealer's lot or a repair facility known by Dealer, or surrendered for any reason whatsoever, Dealer hereby agrees to notify UDRIVE within three (3) business days by certified mail and via fax (712.224.5165) of such an event, and Dealer shall provide UDRIVE with forty-five (45) days free storage of the Vehicle following the date UDRIVE is notified.

4.13 MAINTENANCE OF RECORDS. Dealer will (i) indicate at its own expense, prior to or at the time of UDRIVE's purchase of any Contract, clearly and unambiguously in its records (whether physical or stored in intangible media, including computer records) that its interest in each Contract assigned by it has been sold to UDRIVE pursuant to this Agreement, and that UDRIVE is the true legal and beneficial owner thereof; and (ii) treat each assignment of Contracts assigned by it hereunder for all purposes (including without limitation tax and financial accounting purposes) as a sale to UDRIVE on all relevant books, records, tax returns, financial statements and other applicable documents; and respond to any third party inquiries relating to the ownership of any of the Contracts assigned by it by stating that such Contracts have been sold and UDRIVE is the first priority lienholder.

5. REPURCHASE & INDEMNIFICATION. If any of the following events occur: (i) any representation, warranty, agreement, obligation or covenant contained in this Agreement or any Assignment or covenants contained in the Guarantee of Title are breached, untrue, incomplete, or inaccurate, as determined in UDRIVE's sole discretion; (ii) there is any dispute, claim, defense, lawsuit, arbitration or action concerning any statements, promises, acts or omissions of Dealer, the transaction related to a Contract, or any insurance, warranty, service contract, gap waiver or other products sold or financed in connection with any Contract; (iii) UDRIVE does not receive, prior to the earlier of (a) thirty (30) days from the date of the Contract, or (b) the filing of a bankruptcy proceeding by or against any Buyer under the Contract, satisfactory proof that UDRIVE's first priority security interest in the Vehicle is timely perfected, in the form of the original certificate of title listing UDRIVE as the lienholder, and is not avoidable by any party or entity, including, without limitations, a trustee in a bankruptcy proceeding; (iv) Dealer fails to perform any of its obligations under this Agreement or any other agreement or under an Assignment; or (v) a Buyer with respect to a Contract does not meet the published underwriting guidelines at time of contract then with regard to any Contract involved, affected by or related to such event, Dealer unconditionally agrees to repurchase from UDRIVE or its affiliate or subsidiary any Contract purchased by UDRIVE pursuant to this Agreement or a prior agreement, accept assignment of the Contract and pay UDRIVE or its affiliate or subsidiary, upon immediate demand, the full amount unpaid under the Contract and all other indebtedness then due from Buyer thereon, together with any production or other costs, expenses and attorney fees incurred by UDRIVE, including, without limitation, any costs, including attorney's fees, associated with collection of the subject Contract or repossession of the Vehicle. Dealer further agrees that until such time as the Contract is repurchased by Dealer, UDRIVE shall not be required to re-assign the Contract to Dealer and in its discretion may liquidate the vehicle in a commercially reasonable manner in order to cover the repurchase amount then due to UDRIVE. Should UDRIVE liquidate a vehicle associated with a contract as aforesaid, Dealer shall be given credit of the value received from said sale and Dealer shall be responsible for any remaining balance. In addition, Dealer agrees to indemnify and hold UDRIVE and its subsidiaries and affiliates harmless from and against any and all actions, claims, losses, liabilities, costs, expenses, obligations, and damages (including but not limited to, interest, penalties, punitive damages and reasonable attorney fees and other costs) UDRIVE, its subsidiaries or affiliates incur as a result of, or arising out of, any of the above events. UDRIVE may employ attorneys of its selection, without the approval of Dealer, to represent and defend itself and its subsidiaries and affiliates with respect to any of the above events, and Dealer shall be responsible for payment of the reasonable fees and expenses of such attorneys. For the purposes of determining reasonable attorney's fees associated with a repurchase of a Contract, as detailed above, the parties agree that such reasonable fees shall not be less than thirty (30%) percent of the then outstanding repurchase amount due from Dealer. All Contracts repurchased by Dealer under this Agreement shall be reassigned to Dealer, without recourse to UDRIVE or its affiliates or subsidiaries, and without warranties or representations, expressed or implied. Any liability of Dealer to UDRIVE or its subsidiaries or affiliates under this Agreement or any Assignment shall not be affected or limited by any waiver, compromise, settlement, extension or variation of the terms of the Contract or release of any Buyer. UDRIVE or its subsidiary or affiliate shall not be required to seek any recourse against any security, Buyer or other before being entitled to payment by Dealer.

6. **TERMINATION.** UDRIVE or Dealer may terminate this Agreement at any time upon written notice to the other party, to be effective immediately. Such termination shall not release Dealer from any obligations or responsibility concerning any Contract purchased or proposed to be purchased by UDRIVE or its subsidiaries or affiliates, prior to such termination, and this Agreement shall remain in full force and effect as to any such Contracts or rights granted or obligations incurred prior to termination. Upon termination of this Agreement, Dealer shall immediately return to UDRIVE all forms and any other materials provided by UDRIVE to Dealer.

7. **RIGHT TO OFFSET.** Dealer agrees that, without notice or demand, UDRIVE has the ongoing right to deduct from any funds owed to Dealer on any other Contract purchased/to be purchased from Dealer and/or debit from Dealer's Checking Account where authorized by an ACH Agreement, any and all amount(s) whatsoever Dealer owes UDRIVE or its subsidiaries or affiliates, including without limitation, any repurchase amounts, buyback amounts, charge back amounts, refunds of insurance, service contract, warranty, gap waiver and other products, overpayments or other amounts or any obligation whatsoever of Dealer owed to UDRIVE pursuant to this Agreement or any transaction/occurrence between the parties.

8. **DEALER IS NOT MADE AGENT OR REPRESENTATIVE OF U DRIVE.** Dealer agrees that Dealer (i) is not a partner, joint venturer, legal representative, or agent of UDRIVE or any of its subsidiaries or affiliates in connection with any Contract or the sale transaction related thereto or for any purpose whatsoever, (ii) is an independent contractor and Dealer shall at all times take whatever measures are necessary to insure that its status shall be that of an independent contractor, and (iii) has no authority to assume or to create any obligation on behalf of or in the name of UDRIVE or any of its subsidiaries or affiliates, and Dealer shall not hold itself out as having any authority to act for UDRIVE.

9. **MISCELLANEOUS.**

9.1 **ENTIRE AGREEMENT.** The term "Agreement" as used herein means this Dealer Agreement, any addenda or amendments which may be made from time to time, and any written instructions to Dealer as may be in effect from time to time. The terms of this Agreement shall not be waived, altered, modified, amended or supplemented except by a written instrument signed by a duly authorized representative of UDRIVE. If Dealer after receiving an amendment, written instructions, or other communication, thereafter submits a Contract to UDRIVE for purchase, such submission shall constitute Dealer's agreement to such amendment, addendum, instructions, or other communication. This Agreement supersedes any existing or prior agreement, oral or written, between UDRIVE and Dealer, and shall affect and apply to all prior Contracts and related Vehicles.

9.2 **GOVERNING LAW/SEVERABILITY/FORUM SELECTION.** This Agreement is governed by and shall be construed in accordance with the laws of the State of New Jersey, without giving effect to its conflicts of laws principles. Any provision of this Agreement that may be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. DEALER HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY SUIT, ACTION OF OTHER LEGAL PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT IN THE COURT OF RECORD OF THE STATE OF NEW JERSEY, CAMDEN COUNTY. DEALER CONSENTS TO JURISDICTION OF SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING, AND WAIVES ANY OBJECTION TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN THAT COURT.

9.3 **SUCCESSORS & ASSIGNMENT.** This Agreement shall inure to the benefit of and be binding upon the respective successors, legal representatives, and assigns of the parties. However, the rights and obligations of Dealer under this Agreement shall not be assigned by Dealer without the prior written consent of UDRIVE. UDRIVE may assign this Agreement, any or all Contracts, or Dealer's offer to sell any or all Contracts, to any subsidiary or affiliate of UDRIVE or to any third party. Any such assignment may occur at any time, including, without limitation, after UDRIVE purchases a Contract or at the time Dealer submits a credit application to UDRIVE, in which case the assignee may purchase the Contract. Dealer agrees that all of UDRIVE's rights and Dealer's obligations under this Agreement, including Dealer's liabilities for breach of warranties, representations and covenants, will inure to the benefit of UDRIVE's assignee, with regard to any Contract assigned by UDRIVE to the assignee. Any obligation of UDRIVE, or any function to be performed by UDRIVE, under this Agreement may, at the sole option of UDRIVE, be delegated to and performed by an agent, assignee, subsidiary, affiliate or delegate of UDRIVE (which shall not be Dealer).

9.4 **GUARANTY: DEALER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A PERSONAL GUARANTY.** For Valuable Consideration, and to induce UDRIVE to advance payments to Dealer in accordance with this Agreement, the Guarantor(s), jointly and severally, hereby absolutely, irrevocably and unconditionally guaranty to UDRIVE the full, prompt and complete payment, satisfaction and discharge of any amounts due to UDRIVE by Dealer pursuant to this agreement or any other transaction/occurrence between Dealer and UDRIVE. This Guaranty is a guarantee of payment and not merely collection. The obligations of the Guarantor(s) under this Agreement are and shall be absolute, irrevocable and unconditional, and shall remain in full force and effect until any amounts due by the Dealer to UDRIVE have been paid, satisfied and discharged. Such obligations of Guarantor(s) shall not be affected, modified or impaired by any state of facts or the happening from time to time of any event other than the payment, satisfaction and discharge in full of the obligations due hereunder. To the extent permitted by law, each Guarantor hereby waives with respect to this Guaranty, the following: diligence; presentment; demand of payment; any right to require a proceeding first against the Dealer, or any other person; protest; notice of dishonor or nonpayment of any such liabilities and any other notice and all demands whatsoever. Each Guarantor hereby waives notice from UDRIVE of (i) the execution or modification of any documents, obligations, covenants or agreements of the Dealer in connection with any documents or otherwise and (ii) acceptance and notice and proof of reliance of the benefits of this Guaranty.

9.5 **NOTICES.** All notices required or permitted under this Agreement shall be in writing and will be deemed given when sent, by regular mail, postage prepaid, or when delivered or transmitted if given in any other manner, including by overnight carrier, facsimile transmission or electronic mail, to the address of each party, facsimile number and/or e-mail address set forth in Dealer's application and/or as set forth below their respective signatures, as the case may be, or such other address of which notice pursuant to this section is provided to the other party.

9.6 **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, including counterparts transmitted by telecopier, PDF, e-mail or Fax, any one of which shall constitute an original of this Agreement. When counterparts or facsimile copies have been executed by all Signature parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures may be transferred to a single document upon the request of any party.

9.7 **REMEDIES.** The remedies under this Agreement are cumulative, and are in addition to any remedies provided by law or equity. No course of dealing between Dealer and UDRIVE or any delay or failure on the part of UDRIVE in exercising any rights under this Agreement shall operate as a waiver of any rights of UDRIVE, except to the extent expressly waived in writing by UDRIVE.

9.8 **FURTHER ASSURANCES.** Upon UDRIVE's request, Dealer shall promptly within three (3) business days correct, sign, or deliver any inaccurate, incomplete or missing Contracts, Required Documents or other documents and deliver to UDRIVE such other assurances or instruments as UDRIVE deems necessary to confirm or perfect the first priority security interest of UDRIVE or its subsidiary or affiliate in any Contract purchased by UDRIVE or its subsidiary or affiliate and in the Vehicle and other goods and services described in the Contract or to otherwise carry out the intentions of this Agreement.

9.9 WAIVER OF CONSEQUENTIAL / EXTRA-CONTRACTUAL DAMAGES. Dealer hereby waives any claim against UDRIVE for consequential, extra contractual, incidental and punitive damages arising from any act or omission of UDRIVE or its subsidiaries or affiliates relating to, or in connection with, this Agreement, including but not limited to any termination of this Agreement by UDRIVE.

9.10 COUNSEL & INTERPRETATION. Dealer and UDRIVE do hereby acknowledge and agree that they have been or have had the opportunity to be represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Agreement, and that they have executed this Agreement with the consent and upon the advice of said independent counsel. Accordingly, it is agreed that any legal rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement or any addenda, amendments or exhibits thereto.

9.11 JURY TRIAL WAIVER. UDRIVE AND DEALER HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING OR LITIGATION ARISING OUT OF, UNDER, RELATING TO, OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9.12 CONFIDENTIALITY. By virtue of this Agreement, each party may have access to confidential information relating to the other parties and the Buyers (all such information "Confidential Information"). This Agreement shall constitute Confidential Information of UDRIVE. The parties agree, from the effective date of this Agreement until two (2) years after the termination of this Agreement, to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents, pursuant to the methods and procedures it normally uses to protect its own confidential information, except (a) as required by law, applicable regulation or legal process, (b) to persons employed or retained by either party to evaluate, approve, account for or administer the information provided herein, including accountants, attorneys, financial advisors, and other professional advisors, provided such person has agreed to comply with this provision, (c) to regulatory authorities, (d) to any person to the extent necessary for exercise of remedies after a default by any party, or (e) to a related or affiliated company or its employees for the purpose of audits that may be performed from time to time provided such person has agreed in writing to comply with this provision, and provided that nothing herein shall prevent disclosure of the same to any bona fide permitted or prospective assignee or transferee which has agreed to comply with this provision. Confidential Information hereunder shall not include information that either: (a) is in the public domain, or becomes part of the public domain after disclosure to a party through no fault of such party; or (b) is disclosed to a party by a third party, provided such party does not have knowledge that such third party is prohibited from disclosing such information. Notwithstanding the foregoing, the parties agree to handle any non-public personal information of any Buyer in accordance with the Gramm-Leach Bliley Act and all other applicable privacy laws.

THIS SECTION INTENTIONALLY LEFT BLANK

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SIGNATURES ON FOLLOWING PAGE

DEALERSHIP LEGAL NAME AND DBA

Dealership Legal Name and dba

By _____
Corporate Officer Signature (Owner, CFO, VP)

Printed Name: _____

Title: _____

Address 1: _____

Address 2: _____

Fax#: _____

GUARANTY

The undersigned hereby jointly and severally personally guarantee that Dealer will perform according to the terms of the Agreement. In the event of breach and/or default under any terms of the Agreement by Dealer, the undersigned agrees to pay all debts owed by Dealer to UDRIVE, which includes but is not limited to all costs of enforcing this Guaranty, including reasonable attorney's fees.

Signature of Officer, Partner, or Owner

Date

Printed Name of Officer, Partner, or Owner

Signature of Officer, Partner, or Owner

Date

Printed Name of Officer, Partner, or Owner

U DRIVE ACCEPTANCE CORP

By: _____

Printed Name: _____

Title: _____

Address: 1119 4th Street Ste 102, Sioux City, IA 51101

Dated as of: _____

AUTOMOTIVE DEALERSHIP ACH AGREEMENT

Dealership Legal Name: _____

Tax ID Number: _____

Contact Person for ACH: _____

Contact Telephone Number: _____

Contact E-Mail Address: _____

Wiring or ACH Instructions: _____

- Depository Bank Name: _____
- ABA Routing Number: _____
- Bank Account Number: _____
- Bank's Address: _____
- City, State, Zip Code: _____

The Undersigned Dealer authorizes U DRIVE Auto Finance, LLC to initiate credit entries and debit entries, where an amount is due under the Dealer Agreement, to/from Dealer's checking account indicated above. Dealer also authorizes its depository institution indicated above to process such credit or debit entries received from U DRIVE Auto Finance, LLC to Dealer's checking account indicated above.

Dealership Name: _____

Authorized Dealership Representative Signature: _____

Authorized Dealership Representative (please print name):

Authorized Dealership Representative Title: _____

Date Signed: _____

**Attach Voided Check
Here**

Irrevocable Power of Attorney For Motor Vehicle Forms

KNOW BY ALL THESE PRESENTS THAT _____ ("Dealer") with its principal place of business at the address set forth below, hereby irrevocably appoints and authorizes U DRIVE Acceptance Corp, company ("Attorney"), with offices at 1119 4th Street Ste 102, Sioux City, IA 51101, to act as the Dealer's attorney-in-fact, such power being coupled with an interest, with full authority in the place and stead of the Dealer and in the name of the Dealer or otherwise, for the purpose of (a) preparing, executing and filing in the Dealer's name any original claim forms, motor vehicle title forms, motor vehicle lien assignment forms and other such motor vehicle lien forms (hereinafter referred to collectively as ("Motor Vehicle Forms") as the Attorney may deem necessary pertaining to those vehicles in which Dealer has sold the retail installment sales contract (singularly herein referred to as "Contract" or plurally as "Contracts") for such vehicle(s) to U DRIVE Acceptance Corp, under the Dealer Agreement entered into by and between Dealer and U DRIVE Acceptance Corp, LLC, and, (b) exercising the rights of Dealer against such vehicles and under the related Contract(s). The Dealer agrees that the Attorney will not be responsible for any error, negligence, or for any sort of act or omission not amounting to gross negligence or willful misconduct and the Dealer will indemnify, defend and hold the Attorney harmless from any and all actions, claims, demands or liabilities for any nature whatsoever which the Dealer may have or will have against the Attorney arising out of the performance of its functions for and on behalf of the Dealer pursuant to this Irrevocable Power of Attorney.

IN WITNESS WHEREOF, The Dealer has caused this instrument to be executed by a duly authorized representative effective as of the date set forth below.

Dealer Name: _____

Dealer Address: _____

Dealer City, State, Zip: _____

As Agreed:

Dated: _____

BY: _____

Title:

Subscribed and sworn to be this
_____ Day of _____, 201__

Signature of Notary, State of _____