



U DRIVE ACCEPTANCE CORP - FRANCHISE DEALER APPLICATION

1119 4TH St., Suite 102, Sioux City, IA 51101 • P: 712.258.0269 • F: 712.224.5165

To qualify as an approved U Drive Acceptance Corp, dealership the following information is required. All necessary documents below must be presented to U Drive for review and approval prior to beginning to conduct business.

Dealership Name: _____

DBA: _____ web address: _____

Physical Address: _____

City/State/Zip: _____

Phone: _____ Finance Fax: _____ Email: _____

Corporate Structure: Corporation LLC Partnership Other: _____

DealerTrack/RouteOne ID #: _____

Copy of: Dealer Agreement Installment Seller's License Dealer ACH agreement
 DMV License Surety Bond

Principals

Name	Title	% Ownership (only 1 Required if >50%)	

Home Address	City	State	Zip

Email Address _____

Principals

Name	Title	% Ownership

Home Address	City	State	Zip

Email Address _____

By signing below, I/we hereby authorize U Drive Acceptance Corp to obtain a copy of business credit report, perform background checks and investigate all information provided herein. I/We understand and acknowledge that this information may be used in determining the conditions under which business may be conducted between myself/us, U Drive Acceptance Corp, correct, to the best of my/our knowledge.

Principal Name _____

Principal Name _____

Principal Signature _____

Principal Signature _____

Date _____

Date _____

Dealer Agreement (Franchise)

THIS AGREEMENT ("Agreement") is between U Drive Acceptance Corp, 1119 4th Street Ste 102, Sioux City, IA 51101 ("U Drive") 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 U Drive'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 U Drive 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 U Drive or its affiliates or subsidiaries will purchase, or have purchased, Contracts from Dealer, and the rights and obligations of Dealer and U Drive regarding those Contracts. In consideration of the mutual promises and agreements contained herein, U Drive and Dealer agree as follows:

1. PURCHASE AND SALE OF CONTRACTS. U Drive 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 U Drive proposes to purchase such Contracts. Dealer is under no obligation to sell and U Drive is under no obligation to purchase any Contracts. U Drive may purchase Contracts offered by Dealer if acceptable to U Drive and if written on documents acceptable to U Drive, at U Drive's sole discretion. For each Contract, Dealer shall execute and deliver to U Drive an assignment of the Contract in a form acceptable to U Drive ("Assignment"), and shall deliver the original Contract and all other documents required for the purchase of a Contract by U Drive (collectively "Required Documents"). U Drive may reject any Contract not meeting U Drive's requirements. U Drive 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 U Drive 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 U Drive, less the down payment and other amounts), less such a discount ("Discount") as agreed between Dealer and U Drive, 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 U Drive and the Assignment to U Drive thereof that:

- a. Dealer furnished U Drive 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 U Drive 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 U Drive;
- 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 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 U Drive'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 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 check);
- g. The Vehicle must pass and Dealer guarantees Vehicle will pass all state motor vehicle inspections required within 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 U Drive's valid first lien, and to the Contract, and Dealer has the right to sell the Vehicle to Buyer and the Contract to U Drive and the Vehicle and the Contract, respectively, are free of all liens, claims and encumbrances except U Drive'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 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 U Drive at a discount - an amount 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. 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 of the 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

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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;
m. the Vehicle is insured, commencing with the date of delivery of the Vehicle to Buyer, in accordance with U Drive's requirements, and U Drive is named as a loss payee on such policy and all other conditions established by U Drive 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;

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 U Drive 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) 30 days from date of Contract, together with the appropriate fees, 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 U Drive. Dealer further warrants that U Drive 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 U Drive a physical title free of any and all liens and encumbrances, with U Drive listed as sole and first priority lienholder, within 45 days of the date of the Contract date;

s. Dealer did not charge Buyer for filing fees or other costs paid by Dealer to public officials to perfect U Drive'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 3k above;

t. Dealer will not, without the prior written consent of U Drive, accept collection or payments or make payments on Contracts assigned to U Drive, 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;

q. Dealer has not assigned or pledged the Contract to any person or company other than U Drive, and U Drive has received the sole original executed copy of any Contract which constitutes an instrument under the Uniform Commercial Code;

r. 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

s. 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 U Drive or its subsidiaries and/or affiliates, (ii) shall be deemed remade each time U Drive 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 U Drive 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 U Drive's prior written consent, Dealer shall not use or refer to any name, mark or other trade identity of U Drive 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 30 calendar days from the date of the purchase of the Contract by U Drive, 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 U Drive 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 U Drive add-on products that customer has purchased, including but not limited to warranties, gap insurance, other vehicles from the same dealership within 60 days of Contract purchase, and any other items which may cause additional financial burden to our customer. From 45 days from the date of purchase of the Contract by U Drive, Dealer agrees that it will act in good faith to 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 within seven (7) days of such notification by Buyer or U Drive.

4.5 INSURANCE & REFUNDS. At the time the Contract is purchased by U Drive or a subsidiary or affiliate, Dealer will provide U Drive written evidence (i) of physical damage insurance acceptable to U Drive including, without limitation, deductibles acceptable to U Drive covering the Vehicle against comprehensive, fire, theft and collision losses, (ii) that U Drive is the secured party and loss payee, and (iii) of liability insurance acceptable to U Drive 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 U Drive is required by law to refund the unearned premium or charge to the Buyer, then Dealer shall immediately upon request by U Drive remit such premium or charge to U Drive or such other party as U Drive 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 U Drive immediately upon the earlier of (i) receipt or credit from the insurance or other company, or (ii) U Drive'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 U Drive 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, U Drive may rely on any action, signature or endorsement, whether or not by a representative, employee or agent of Dealer, and that U Drive has no obligation to confirm any person's authority to act on Dealer's behalf, and each purchase of a Contract by U Drive or its affiliate or subsidiary constitutes Dealer's ratification of the actions, signature or endorsement of any person. Dealer agrees to indemnify and hold U Drive 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.

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4.7 NOTICE OF DEALERSHIP CHANGES. Dealer shall give notice to U Drive of any material or significant change ("Change") in the ownership, structure or business of Dealer, including, without limitation, the death of a principal, whether a shareholder, general 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 such change or, if unknown to Dealer prior to the change, then within thirty (30) days after knowledge of such change. Contracts purchased after Change shall be repurchased by Dealer on demand at U Drive'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 U Drive at 5 Christy Drive, Suite 204, Chadds Ford, PA 19317, or such other address, or such other reviewer, as U Drive shall provide to Dealer, and Dealer shall inform each applicant of U Drive'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 U Drive promptly and within 3 business days, all payments, inquiries, communications, 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 U Drive'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 U Drive or on U Drive'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 U Drive purchases the Contract from the Dealer, and in the event a consumer's vehicle is stored, abandoned, or left for more than 7 days on Dealer's lot or a repair facility known by Dealer, or surrendered for any reason whatsoever, Dealer hereby agrees to notify U Drive within three (3) business days by certified mail and via fax (609.385.0141) of such an event, and Dealer shall provide U Drive with 30 days free storage of the Vehicle following the date U Drive is notified.

4.13 MAINTENANCE OF RECORDS. Dealer will (i) indicate at its own expense, prior to or at the time of U Drive'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 U Drive pursuant to this Agreement, and that U Drive 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 U Drive 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 U Drive 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; (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) U Drive does not receive, prior to the earlier of (a) 30 days from the time U Drive purchases the Contract, or (b) the filing of a bankruptcy proceeding by or against any Buyer under the Contract, satisfactory proof that U Drive's first priority security interest in the Vehicle is timely perfected 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 U Drive or its affiliate or subsidiary any Contract purchased by U Drive pursuant to this Agreement or a prior agreement, accept assignment of the Contract and pay U Drive or its affiliate or subsidiary, upon immediate demand, the full amount unpaid under the Contract and all other indebtedness then due from Buyer thereon, plus any Participation remitted to Dealer for the Contract, together with any production or other costs, expenses and attorney fees incurred by U Drive, including, without limitation, any costs, including attorney's fees, associated with collection of the subject Contract or repossession of the Vehicle. In addition, Dealer agrees to indemnify and hold U Drive 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) U Drive, its subsidiaries or affiliates incur as a result of, or arising out of, any of the above events. U Drive 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. All Contracts repurchased by Dealer under this Agreement shall be reassigned to Dealer, without recourse to U Drive or its affiliates or subsidiaries, and without warranties or representations, expressed or implied. Any liability of Dealer to U Drive 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. U Drive 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. U Drive 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 U Drive 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 U Drive all forms and any other materials provided by U Drive to Dealer.

7. RIGHT TO OFFSET. Dealer agrees that, without notice or demand, U Drive has the ongoing right to deduct from any funds owed to dealer whatsoever, including Participation or other Amounts due Dealer by U Drive or its subsidiaries or affiliates any and all amount(s) Dealer owes U Drive or its subsidiaries or affiliates, including without limitation, any charge back amounts, refunds of insurance, service contract, warranty, gap waiver and other products, overpayments or other amounts or any obligation of Dealer owed to U Drive pursuant to this Agreement.

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

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U Drive 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 U Drive or any of its subsidiaries or affiliates, and Dealer shall not hold itself out as having any authority to act for U Drive.

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 U Drive. If Dealer after receiving an amendment, written instructions, or other communication, thereafter submits a Contract to U Drive 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 U Drive 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 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 U Drive. U Drive may assign this Agreement, any or all Contracts, or Dealer's offer to sell any or all Contracts, to any subsidiary or affiliate of U Drive or to any third party. Any such assignment may occur at any time, including, without limitation, after U Drive purchases a Contract or at the time Dealer submits a credit application to U Drive, in which case the assignee may purchase the Contract. Dealer agrees that all of U Drive'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 U Drive's assignee, with regard to any Contract assigned by U Drive to the assignee. Any obligation of U Drive, or any function to be performed by U Drive, under this Agreement may, at the sole option of U Drive, be delegated to and performed by an agent, assignee, subsidiary, affiliate or delegate of U Drive (which shall not be Dealer).

9.4 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 or facsimile transmission, to the address of each party set forth below their respective signatures or to their respective facsimile number, as the case may be, or such other address of which notice pursuant to this section is provided to the other party.

9.5 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 U Drive or any delay or failure on the part of U Drive in exercising any rights under this Agreement shall operate as a waiver of any rights of U Drive, except to the extent expressly waived in writing by U Drive.

9.6 FURTHER ASSURANCES. Upon U Drive'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 U Drive such other assurances or instruments as U Drive deems necessary to confirm or perfect the first priority security interest of U Drive or its subsidiary or affiliate in any Contract purchased by U Drive 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.

9.7 WAIVER OF CONSEQUENTIAL DAMAGES. Dealer hereby waives any claim against U Drive for consequential, incidental and punitive damages arising from any act or omission of U Drive or its subsidiaries or affiliates relating to, or in connection with, this Agreement, including but not limited to any termination of this Agreement by U Drive.

9.8 COUNSEL & INTERPRETATION. Dealer and U Drive 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.

9.9 JURY TRIAL WAIVER. U DRIVE 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.

9.10 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 U Drive. The parties agree, from the effective date of this Agreement until two 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.

DEALERSHIP LEGAL NAME AND DBA

Dealership Legal Name and dba

By _____ Corporate Officer Signature (Owner, VP, President, CEO, Treasurer, Corporate Secretary)

Printed Name: _____

Title: _____

Address 1: _____

Address 2: _____

U DRIVE Acceptance Corp

By: _____

Printed Name: _____

Title: _____

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

Dated as of: _____

ADDENDUM TO U DRIVE ACCEPTANCE CORP DEALER AGREEMENT DATED: _____

This shall act as an addendum to the Dealer Agreement between U Drive Acceptance Corp (hereinafter "U Drive") and _____ (hereinafter "Dealer") dated _____ (hereinafter the "Agreement").

The following Addendum is hereby made a part of and is specifically incorporated into the above-described Agreement and is being signed simultaneously therewith:

1. It is understood that Dealer's principal and/or Dealer itself is the majority owner of multiple other dealerships operating under different assumed names or through other duly authorized business entities (hereinafter "Associated Dealers").
2. The parties agree to conduct business in accordance with the Agreement through Dealer, Dealer's Principal and any of the Associated Dealers listed below:

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____
- f. _____
- g. _____
- h. _____
- i. _____
- j. _____

3. The parties further agree that should Dealer do business with U Drive by and through any other person or entity not named in this Addendum as an Associated Dealer, but in whom Dealer or its principal owns a controlling share (hereinafter "Alternate Entity"), then that Alternate Entity shall be bound to the Agreement and this Addendum. U Drive in its own discretion, and at any time, shall reserve the right to demand a repurchase of any contract which is sold to U Drive by an Alternate Entity. The responsibility of said repurchase shall be borne by the Alternate Entity, Dealer, Dealer's Principal and any of the Associated Dealers jointly and severally.
4. The Agreement and this Addendum shall be binding upon and inure to the benefit of the respective parties hereto, their legal representatives, successors, heirs and assigns as well as those persons and/or entities named above.
5. All notices to be given hereunder to the Dealer, Associated Dealers and/or any Alternate Entity shall be given in writing and shall be delivered personally or by registered or certified mail, postage prepare as follows:

DEALER NAME: _____
ADDRESS: _____
City, State, Zip: _____

Dealer represents and warrants that it is authorized to accept service of any notices and/or any legal pleading at it address on behalf of Dealer, Associated Dealers and/or any Alternate Entity.

6. The undersigned warrants and acknowledges he is duly authorized to execute this addendum on behalf of the Associated Dealers and that by executing this addendum he is joining in responsibility for and legally binding the Associated Dealers to the Agreement and this Addendum.

7. In all other respects, the Agreement remains the same. In case of conflict between any of the provisions of this Addendum and of the Agreement, the provisions of this Addendum shall control.

IN WITNESS WHEREOF, the parties have signed this Addendum as of the date of the Agreement.

DEALERSHIP LEGAL NAME AND DBA & ASSOCIATED DEALERS

Dealership Legal Name and dba

By _____
Corporate Signer Signature

Printed Name: _____

Title: _____

Address 1: _____

Address 2: _____

U DRIVE ACCEPTANCE CORP, LLC

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 Acceptance Corp, 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 Acceptance Corp 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 ("Attorney"), headquartered 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, 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:

BY:
Title: _____

Dated: _____

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

Signature of Notary, State of _____