

Equitable Finance

Dealer Operating Agreement

1. Parties. This revolving Retail and Retail Installment dealer Operating Agreement and attached addenda ("Agreement") is between Finco Holding Corp dba Equitable Finance ("company") and _____ ("Dealer"), and governs the purchase of revolving retail accounts (hereinafter "account(s)" or (Account(s)")) and/or credit sales pursuant thereto or retail installment sales contracts involving retail credit sales to customers (collectively referred to herein as "Contracts" and customer hereinafter referred to as "cardholders" or "account holders").

2. Terms of Purchases. From time to time, in its sole discretion, Company may purchase contracts from dealer on the terms and conditions of the Dealer Operation Plans attached as Addenda A and/or B hereto. Company bears the credit risk, unless a Full Recourse Agreement or other form of recourse or guaranty is executed by Dealer. Dealer agrees that it shall have no rights to any discounts or any other money retained by Company in accord with this Agreement and that such money are to be used by Company, in its sole discretion, as Company sees fit.

3. Dealer's Representations, Warranties, and Covenants. To induce Company to purchase Contracts from Dealer, Dealer represents, warrants, and covenants as to each Contract that:

a. Credit Applications. The information contained within any credit application, and any other information, submitted to Company accurately represents the information given by the prospective buyer. Dealer has no knowledge that any credit application information is other than represented. Dealer has not counseled or advised a prospective buyer in completing a credit application so as to appear more creditworthy. Dealer has followed instructions given by the Company to ensure all signatures are valid.

b. Contracted Valid; No Defenses. The contract is genuine, valid, enforceable according to its terms and accurate. The customer on the Contract is who he or she purports to be. The Contract is subject to no claims, defenses, or offsets, and the balance due on the Contract is as shown therein. All parties to the Contract are of legal age and have the capacity to contract. With regard to home improvement transactions, Dealer shall also comply with any state home improvement, home improvement contract or similar laws or regulations and any state home solicitation sales acts or regulations, and the voluntary home improvement standards and procedures set forth by the Company, including but not limited to securing a completion certificate from each consumer certifying that the home improvement has been complete to his or her satisfaction, and, prior to commencing any home improvement work, Dealer shall obtain any and all licenses and/or permits required by any state and/or locality.

c. Compliance with Law. The contract, and Dealer's actions in entering into the Contract, comply with all federal, state, and local laws and regulations, including but not limited to the Equal Credit Opportunity Act, the Truth-In-Lending Act and any applicable state laws including but not limited to any applicable retail installment sales or similar acts. Dealer's servicing of the Contract (if any) also complies and conforms to the terms of the Contract, and any state or federal Fair Debt Collection Practice Acts.

d. Honoring Revolving Retail Cards or Accounts/ Cash or Check Discounts. Dealer will honor any valid revolving retail card (hereinafter "card" or "Card") or revolving retail account issued pursuant to this Agreement which properly presented by a cardholder for the purchase of goods or services in accordance with the terms and conditions of this Agreement. Dealer will not impose a surcharge in connection with any revolving retail sale made under this Agreement or otherwise discriminate against any revolving retail cardholder with respect to the terms and conditions of a sale of goods or services under a revolving retail account. If Dealer grants a discount for a cash or check payment in connection with any sale of goods or services in lieu of placing such sale on revolving retail card or account, such discount shall be made available to all prospective buyer and its availability shall be disclosed clearly and conspicuously in accordance with any applicable federal, state or local regulation. No discount for cash or check payment may be made in connection with any sale of goods or services on closed-end retail installment sales contract.

e. Down Payment. Any down payment was paid in cash or check by the customer (except amounts shown as trade-ins). None of the down payment consists of proceeds of a loan by any third party (unless disclosed in writing to and approved in writing by the Company). None of the down payment was advanced by Dealer.

f. Extended Service Warranties. Dealer shall promptly and timely purchase and perform or cause to be performed all obligations under all extended warranties, service agreements, and service insurance, covered by any contract.

g. Transmittal of Payments. All payment received by Dealer on any contract assigned to Company shall be held in trust and transmitted to Company within 24 hours of their receipt.

h. Employee Credit. Neither Dealer nor any employee of dealer will apply for or accept an extension of credit from Company to purchase goods from Dealer. In the event that an employee of Dealer does obtain credit to purchase goods from dealer, Dealer guarantees the employee's performance of all obligation including payment of all amounts outstanding on the Contract either during or after the employee's term of employment.

i. Applicant Signature. Company is not obligated to investigate or fund any Contract for which the Company does not received a fully executed application and may prohibit credit access on any account for which the company does not received a fully executed original application.

j. Certificated of completion/Customer Satisfaction. If required by Company, Dealer shall submit, with each Contract to be purchased by Company hereunder a Certificate of Completion signed by the customer.

k. Confidentiality. The parties hereby acknowledge and agree that, in the course of performing under this Agreement, Dealer may be proved with or given access to information, verbally or in written or tangible forms, that is proprietary and confidential to Company ("Confidential Information"). For the purposes of this Agreement, Confidential Information means all information received by Dealer From Company including, but not limited to all "nonpublic personal information" (as that term is defined in the Federal Trade Commissions Privacy of Consumer Financial Information Rule, 16 CFR par 313) obtained by Company or by Dealer on behalf of Company about a "consumer" (as that term is defined in the Federal Trade Commissions Privacy of Consumer Financial Information Rule, 16 CFR part 313). Dealer shall treat as confidential all Confidential all Confidential information and shall not use or disclose such Confidential Information except as necessary to implement this Agreement. Dealer may not sell, transfer, lease, license, publish, or otherwise make available the Confidential Information without Company's written approval. The Dealer shall employ the same degree of care in preventing the disclosure of the Confidential Information to a third party (or parties) as it uses with regard to its own Confidential Information of similar importance, provided that in no event shall the Dealer employ less than a reasonable degree of care. The Dealer shall disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for Purposes of Performing under this Agreement. Upon termination of this Agreement, Dealer shall immediately (at Company's request) return to Company, or if so requested destroy, all Confidential Information and other property belonging to Company. The term "Confidential Information" shall not include, and neither party shall have any obligation of confidentiality with respect to, information to extent that it (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Dealer and is readily available without substantial effort; (ii) was independently developed by the Dealer without any use of the Confidential Information; (iii) became known to the Dealer, without restriction, from a source other than Company without breach of this Agreement by the Dealer and otherwise not in violation of the Company's rights; or (iv) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body. This section relating to the rights and obligations of the parties concerning Confidential Information disclosed during the term of this Agreement shall survive in perpetuity.

1. Dealer Name, Logo, Trademarks. (i) hereby grants Company the right and privilege to use Dealer's Name and Logo in connection with promotion and/or operation of the credit program described herein;(ii) Dealer represents and warrants to Company that (a) use of the Name and Logo will not infringe any trademark, trade name or service mark rights of any party, and (b) Dealer has the legal right and authority to grant Company the right and privilege to use the Name and Logo; and (iii) Dealer shall be liable to and shall indemnify and hold harmless Company, its parent, subsidiaries, and affiliates, and their respective officers, employees and directors from and against any losses, damages, fines, penalties, claim, suit, dispute or complaint by any party for infringement of any trademark, trade name or service mark right in connection with Company or Dealer's use of the Name or Logo: or (ii)any claim, suit dispute or complaint by any party alleging the legal right, authority or privilege to use the Name or Logo; or (iii) any breach by Dealer or any of its representations and warranties set forth herein.

n. Consumer Credit only. Only Contracts involving credit for personal, family, or household purposes will be submitted to Company and any contracts for commercial purposes or involving goods or serves being put to commercial purposes will not be submitted to Company for purchases.

4. Forged or Counterfeit Transactions. Dealer shall be liable to Company in connection with an Account application or Sales Slip because either was forged or unauthorized, or for the use of a counterfeit card or Account or other identification. Dealer shall exercise reasonable diligence by its employees, dealers, franchisees and agents, in determining, to the best of their ability, that:

a. The person(s) is/are the person(s) submitted in connection the application or transaction;

b. The Account number tendered was effective and not expired;

c. The circumstances of the Credit Sale should not lead a reasonable person to believe, or the person accepting the Sales or Credit Slip had no other reason to believe that the Account number or identification may be counterfeit, altered or stolen or that the transaction is in some manner suspicious;

d. Dealer has complied with all other provisions of the Agreement, including the procedures required by paragraph 5;

e. The account application contains the applicant's valid driver's license or state identification information as required by Company;

f. Account holder's bill to and ship to addresses match;

g. In the case of in-store sales, the signature on the Sales Slip appeared to be the same as the authorized signature on the card (or driver's license or other credit card incases where such identification is required by paragraph 5); and

h. Account holder's address is their home address.

5. Dealer's Reasonable Diligence. Each time a customer uses an Account or presents a Card to affect a Credit Sale, Dealer, its employees, agents, and franchise shall:

a. Examine any Card for its authenticity, check the embossed effective date (if any) and the embossed expiration date to determine if Card is effective or has expired and compare the Account Number with the account numbers on special communication furnished to Dealer from time to time by Company;

b. Refuse to make any Credit sale (i) if a Card appears to be counterfeit, altered, cut into tow or more pieces or otherwise disfigured, not yet effective, or expired; or (ii) if special communication requesting that it not be honored provided, however, that Credit Sales may be made for such an Account if an Authorization is obtained;

c. Use its best efforts, by reasonable and peaceful means, to retain any Card (i) while making an Authorization request in the manner described below; or (ii) if requested to do so by the Authorization Center;

d. Imprint legibly the embossed legend from the Card and Dealer's identification plate on the Sales Slip with an imprinter acceptable to Company. If a card is presented but t he Dealer's imprinter is not functioning or for any other reason the Sale Slip cannot be imprinted, the Dealer must note legibly on the Sales Slip sufficient detail to identify the Cardholder and the Dealer. Such detail shall include at least the name and address of the Dealer, its agent, or franchisee. If applicable, the Account Number, the expiration date (or, in the case of a Card bearing a dual date, both the effective date and the expiration date), the Cardholder name and any company name. The dealer shall also use its best efforts to record on the Sales Slip any other embossed date such as security symbols. In any case in which a transaction is completed without imprinting the Card, the dealer, whether or not Authorization is obtained, shall be deemed to warrant the true identity of the Cardholder unless the Dealer has obtained and noted on the Sale Slip independent evidence of the Cardholder's true identity;

e. Complete legibly the Sales Slip by entering the Sale date, the Total sale Price of each transaction covered, a brief description of the Goods or Services and cost thereof (including any applicable gratuity or tax insufficient detail to identify the Credit Sale, a notation thereof, if such is the case, that the Goods or services are non-returnable, and such other information as required by Company;

f. Include on a single Sale Slip that total Sale Price for all Goods or services purchased in the same transaction except where only a part of the consideration is paid through the use of a Card or in Delayed Delivery Sale;

g. Require Cardholder to sign the Sales Slip in dealer's presence;

h. Contact the Authorization Center by telephone or any other means authorized by Company for an Authorization:

i. Complete the Credit Sale only after received any necessary authorization provided that said authorization was not obtained more than 99 days prior to the date the credit sale is completed and only if the signature on the sales slip appears to be the same as the authorized signature on the Card, or other identification if no Card has been issued, and in the event the Cardholder's picture appears on the Card, if the person presenting the Card resembles the person depicted;

j. Deliver a true and completed copy of the Sale Slip to Cardholder at the time of sale; and

k. Refuse to affect a Credit Sale when only a part of the consideration due or to become due is paid through the use of a Card unless the remainder is paid either in cash or by check. In delayed Delivery transactions, the dealer may take a deposit, however, the deposits may not be processed as Credit Sales, only as cash or check sales; with regard to the Sale Slip representing the unpaid balance. Dealer shall obtain the Cardholder's signature and contact the Authorization Center for an Authorization Center for an Authorization Number which shall be recorded on the Sales Slip representing the unpaid balancer of the transaction. Such Authorization shall merely reflect a reservation against Cardholder's available credit and shall not entitle Dealer to any funds until such time as the Goods or Services which are subject of that Authorization have been delivered or performed. Dealer shall, at the time of such delayed delivery or performance, create a final Sale Slip and present final signed Sales Slip to Company or the final sales and signed authorization Sales Slips to Company. To compute the allowable time for deposit of such Sales Slips the Sales Date shall be the Sales date shall be the date an Authorization is obtained, or if none is obtained, the date of such Sale Slip; and the Sales Date of t he final Sales Slip shall be the date on which the Goods or Services are delivered or performed.

6. Dealer's Duties of Repurchase and Indemnity; Company's Right of Offset. As further inducement to Company to purchased Contracts from Dealer, Dealer agrees that Company shall have the following rights and Dealer shall have the following obligations:

a. **Repurchases.** In the event of breach of any of Dealer's warranties set out in this Agreement, Dealer shall repurchase the Contract within 7 days of demand by Company by payment of cash to Company in an amount equal to the sum of (i) the then net up net unpaid balance, plus (ii) any accrued but unpaid finance charges or other charges thereon, plus (iii) any premium or dealer participation originally paid to Dealer, and (iv) all reasonable costs and expenses incurred by Company in connection with the Contract.

b. **Indemnification.** Dealer shall indemnify and hold harmless Company and its subsidiaries, parent, affiliates, assigns and their respective directors, employees, officers and agents, from and against any and all losses, damages, claims, suits or actions brought against Company, its subsidiaries, parent, affiliates, and assigns arising out of or with respect to (i) Dealer's material breach of or failure to comply with this Agreements;(ii) any acts, omissions, or illegal or improper conduct of Dealer, its employees, agents, dealers and franchises;(iii) a violation by Dealer its employees, agent, dealers and franchises of any federal, state and local laws, rules and regulation applicable to such party or parties;(iv) any advertisements,

solicitations or sales practices of Dealers, its employees, franchisees, dealers and agents; and (v) any disputes, claims or actions by Dealer's employees, dealers, franchisees or agents arising from or in connection with any acts or omissions of Dealer.

c. Timing; offset. Dealer's obligation to repurchase the contract and its separate obligation to indemnify Company shall arise upon demand from Company following a breach of any of Dealer's warranties or receipts of claim by Company. Dealer shall not delay repurchase of any Contract on the grounds that Dealer is indemnifying Company, nor delay repurchase or indemnity on grounds that Dealer disagrees with or is contesting any claim or is contesting any breach of Dealer warranty. Company has the right, but is not obligated to offset repurchase and/or indemnity amounts against any moneys Company has the right, but is not obligated to offset repurchase and/or indemnity amounts against any moneys Company may owe Dealer. Dealer shall have no right of offset.

d. Returns, Refund, Price Adjustments. Dealer will not make any cash refunds or price adjustment for any credit sales for which no cash down payment was made. On credit sales for which a cash down payment was made, Dealer may make a cash refund or price adjustment in an amount equal to the cash down payment. If any goods or services are accepted for return, or any price adjustment or refund is made in an amount in excess of the cash down payment, Dealer shall deliver to Company a writing which describes in sufficient detail the transaction, the return or adjustment and a check for the entire amount of the return, refund or adjustment. Dealer will indemnify Company against all liability, loss, claims and demands arising out of any return or services, refunds or price adjustments.

e. Dealer's Compliance with Miscellaneous Requirements. Dealer hereby agrees that it will:

A. Use such forms and equipment as Company may provide or approve;

B. Observe and comply with applicable rules and regulations promulgated by Company from time to time and such procedures as Company may prescribe;

C. Preserve all records pertaining to credit sales, sales slips, credit slips and Contracts for seven (7) years and two (2) months from the dates thereof and permit Company to examine and verify same at any reasonable time;

D. Execute and file such statements and notices as Company may request to preserve or perfect its interest hereunder;

E. Obtain from each applicant for a Contract, a completed and signed application, and deliver to each applicant and Agreement to be furnished to Dealer by Company; and

F. Send to Company each signed application, sales slip, credit slip or Contract, and produce within 10 days from Company's request copies of such documents as Company deems necessary to settle any dispute or resolve any complaint. Dealer understands and agrees that Dealer's failure to comply with the requirements of this Paragraph, in so far as such requirements are necessary in connection with Company's obligation to the customer, may result in Company having to credit the Contract with amounts previously debited to the account and that in such event such amounts may be charged back to Dealer.

7. Representation and warranties. As to each Contract delivered to Company, and the credit sale it evidences, Dealer represents and warrants to Company that;

- a. It represents a bona fide credit sale of only goods or services in the ordinary course of business for the total sale price of such goods or services ("Goods or services" shall mean goods, services, or other things of value, but not including any gift or merchandise certificates or any similar devices or items, the sale of which cannot be paid on any Account or Contract);
- b. Dealer has performed or will perform all of its obligations to cardholder in connection with the credit sale evidenced thereby;
- c. It involves no credit sale other than the one described therein and it involves no advance of cash or other form of loan;
- d. It is, in all respects, as required by and in compliance with this Agreement and Company's policies and procedures, and a genuine completed copy thereof identifying the goods or services was given to cardholder at the time of the credit sale; and
- e. Dealer has no knowledge or notice of anything that would impair enforceability or collection thereof as against the named cardholder.
- f. That no liens or other encumbrances exist that prevent the Dealer transferring the property free and clear of other claims.

8. Assignment; Termination. Company may assign this Agreement to its affiliate(s). Dealer may not assign this Agreement. Either party may terminate this Agreement upon written notice to the other, but such termination shall not impair or affect Dealer's obligations to Company hereunder regarding Contracts purchased under this Agreement Prior to termination. All existing obligations, warranties and agreements with respect to Contract deposited before such termination, and any credit slips in connection therewith, shall remain in full force and effect and Dealer shall remain liable for the performance of all obligations to cardholder and Company incurred while this Agreement was in effect, notwithstanding such termination. Without limiting the generality of the foregoing, the repurchase obligations under paragraph 6(a) and the indemnity obligations described in 6(b) shall survive termination.

9. Automatic Application/Approval Equipment. In the event Company has provided Dealer with automatic application/approval equipment, Dealer agrees to use reasonable care in the care of such equipment, and be liable for the repair or replacement of such equipment, excluding normal wear and tear. Upon termination of this Agreement, Dealer shall return such equipment to Company.

10. After-Market Insurance Sales. Dealer agrees that Company and its appointees have the right to solicit customer whose Contracts have been assigned to Company for the sale of insurance products, and that Dealer shall have no right to any commission on such sales.

11. Joint and Several. If the Dealer consists of more than one person, the obligations of Dealers are joint and several.

12. Charge back of Unqualified Credit Sales Within 10 days after written demand by Company. Dealer will pay to Company the amount paid or credited to Dealer by Company for any unqualified credit sales together with any finance charges related to such unqualified credit sales. Dealer will indemnify Company against all liability, loss, claims, damages, fines penalties, settlements, attorneys' fees and demands whatsoever ever arising from or in connection with unqualified credit sales. Company may, at its option, offset the amount of any unqualified credit sales, together with finance charges related thereto, against the net proceeds due to dealer from other sales slips deposited with Company, or Company may deduct such amount from Dealer's designated electronic transfer account if any, by automated clearing house. If the amount or number of unqualified credit sales exceeds 1.5% of the total amount or number of credit sales submitted by Dealer in any calendar month, such event shall be deemed to be a material breach of this Agreement and Company shall have the right to immediately terminate this Agreement.

Unqualified credit sale shall mean any credit sale in which:

- a. The sales slip or account application is not properly, accurately or genuinely completed and signed by the cardholder or account applicant (sales slips and account applications shall not be signed by a cardholder's or applicant's guardian, agent or attorney in fact) or is not in all respect legible, or in which the credit sale is not as represented, warranted or agreed in the Agreement;
- b. The card used had expired or had been revoked (prior notice of which was given Dealer by Company or by examining the card);
- c. Any term or condition of this Agreement has not been complied with including, but not limited to, failure on the part of Dealer, its employees, dealers, franchisees or agents to obtain an authorization as required;
- d. The goods have been returned (whether or not a credit slip is given to Company);
- e. The goods or services have not been delivered or performed as agreed;
- f. The cardholder did not present his/her card at the time of the transaction, or it was a forged or counterfeit transaction as provided in paragraph 3. This paragraph (f) shall not be applicable where the Company has approved credit but a card has not yet been issued to the cardholder;

- g. There is any dispute, defense or litigation by a cardholder which relates to or arises from or in connection with any merchandise, equipment, warranties, sales practice, or services provided or performed by Dealer, its employees, agents, dealers, or franchisees, or any other or omissions of Dealer, its employees, agents, dealers or franchisees;
- h. The purchaser was not the account cardholder in a credit sale made to a person who did not present a card;
- i. Due diligence was not exercised in connection with the credit sale to reasonably determine that the card used in connection with the transaction was a card issued by Company to the cardholder or that the user of such card was not the person to whom the card was issued; or
- j. There has been any improper, unlawful, negligent, fraudulent or dishonest actions or omissions by Dealer, its employees, agent, dealers or franchisees;
- k. Cardholder's bill to and ship to addresses do not match;
- l. The purpose of the transaction was commercial and not for personal, family, or household purpose or the transaction involved any goods or services that were or were intended to be put to commercial use and not for personal, family, or household purposes.
- m. The merchandise or chattel property sold was not free and clear of any and all liens and encumbrances.

13. Company's Indemnification. Company shall indemnify and hold harmless Dealer and its respective director, employees, officer and agents, from and against any and all losses, damages, claims, suits or action brought against Dealer arising out of or with respect to (i) Company's material breach of or failure to comply with Agreement; (ii) any acts, omissions, illegal or improper conduct of Company, its employees and agents in connection with or relating to Company's underwriting, servicing and collection of an account; and (iii) a violation by Company, its employees and agents of any federal, state and local laws, rules and regulations applicable to Company.

14. Successors and Assigns. This Agreement shall bin Dealer's and Company's respective heirs, administrators, representatives, successors, and assigns, and shall inure to the benefit of Company's successors and assigns, including, but not limited to, any party to whom Company may assign any item or items of paper, Company hereby waiving notice of any such assignment. All of Company's rights are cumulative and not alternative.

Notwithstanding any provision to the contrary contained herein, the following describes the exclusive liability of Company as to any and all applications submitted by Dealer (or customer of Dealer) to Company via the Internet or other system: Disclaimer of Warranties. A WEBSITE AND ASSOCIATED APPLICATIONS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS IS "AND "AS AVAILABLE" BASIS. NEITHER COMPNAY WEBSITE NOR THE COMPNAY'S SERVICE PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED REGARDING THIS WEBSITE, ITS CONTENT, ANY SYSTEM, THE SERVICES, THEIR AVAILABILITY OR FUNCTIONALITY OR USE, THE GOODS OR SERVICES ADVERTISED OR PROVIDED BY COMPANY AND BY ITS THIRD PARTY SERVICE PROVIDERS VIA THIS WEBSITE OR LINKED WEBSITES, OR THE SUBJECT MATTER OF THIS AGREEMENT. ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW. COMPANY ASSUEMS NO RESSPONSIBILITY FOR THE UNAVAILABILITY OF THIS WEBSITE, FOR VIRUSES, OR FOR INFORMATION PROVIDED BY THIRD PARTIES. WE DO NOT WARRANT ANY CONTENT AVAILABLE AT OR THROUGH THE WEBSITE, AND NO SUCH CONTENT SHALL BEAR OR CREATE ANY WARRANTY BY COMPANY. THIS IS AN AGREEMENT FOR THE PROVISION OF SERVICES. THE DEALER AND COMPANY DISCLAIM ANY APPLICABILITY OF THE UNIFORM COMMERCIAL CODE OR UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. Some jurisdictions may not permit the exclusion of limited warranties. This disclaimer will not apply to the extent that a warranty is incapable of exclusion, restriction or modification under applicable law.

15. Limitation on Liability. The Dealer may not be able to access the website or the services for a number of reasons, such as, but not limited to: causes beyond our reasonable control: natural catastrophes; governmental actions or omissions; law or regulations; terrorism; labor strikes or difficulties; viruses created by third parties; communication system breakdowns; hardware or software failures; Company's inability to confirm the Dealer's identity or the Dealer's authority to act; changes that Company or its third party service provider make in user access requirements; Company and/or its third party service provider' inability to procure the supplies or materials needed to support this website or the services; or Company's inability to access third party networks, systems and services that are needed to communicate with the Dealer or provide the services. Company assumes no responsibility if this website or any service can not be provided, contains errors, or is delayed due to any of these events. Company makes no representation that the operation of the website or services will be uninterrupted, timely, secure or error-free. We have no liability for any loss or damage you suffer as a result of relying on the website, service or any information or services provided by either. You assume the entire risk of use of, and all risk as to the quality and performance of, the website, services and any information or services provided by either. Company's aggregate liability to you in connection with this Agreement with the website and the services during any year will not exceed one hundred dollars (\$100). You agree to notify Company promptly at 4124 SE 82nd Ave suite 650 Portland, Oregon 97266, Attn: Legal Department, of any circumstance you believe may from the basis for a claim against Company in connection wit the website, the service or this Agreement. The foregoing represent Company's sole liability and the Dealer's sole remedy under this Agreement. COMPANY WILL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR SIMILAR DAMAGE, WHETHER OR NOT THEY ARE FORESEEABLE AND WHETHER OR NOT THE COMPNAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING CLAIMS FOR LOSS OF GOODWILL LOST PROFIT, LOST DATA OR CONTENT, LOST USE OF MONEY OR PRODUCTS, STOPPAGE OF WORK, IMPAIRMENT OF ASSETS, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, WHETHER ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR OTHERWISE. Certain jurisdictions may limit the Company's ability to disclaim responsibility for these damages and limit the Company's liability. This disclaimer and limitation of liability will not apply to the extent that a liability is incapable of exclusion, restriction or modification under applicable law. The Dealer acknowledges and agrees that the fee (if any) imposed in connection with the service have been set in reliance upon the disclaimers and limitations on liability set forth in this Agreement and the Dealer's agreement to notify the Company promptly of any problem.

16. Third Party Information. Company may receive, process, and report information that the Company receives fro m t he Dealer and others. Company assumes no responsibility for determining the accuracy, reliability, timeliness, legality, or completeness of any information that you or others provide to Company. Company will not have a duty to interpret the content of any data transmitted to Company or through the website, except to the limited extent set forth in this Agreement. Company will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information Company receives from you or third parties. Company will not have a duty to notify you about any inaccuracy, unreliability, incompleteness or other problem that may be associated with third party information on the website, even if we have reason to know of its existence, Use of any information you obtain from the website is at you own risk.

Modifications to Website and Service. Company reserve the right at any time and from time to modify or discontinue, temporarily or permanently, the website, services, or any part thereof, with or without notice. Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the website or service. Any added services shall be subject to this Agreement unless explicitly stated otherwise in writing.

17. Merger. This Agreement supersedes any prior Dealer's Agreement between Dealer and Company or an affiliate of Company with respect to all Contracts purchased on or after the date of this Agreement. All Addenda hereto shall provide cumulative and additional protections to Company except to the extent they specifically and expressly limit this Agreement.

18. Waiver. Dealer hereby waives any right to require Company to (a) proceed against the customer under any Contract, (b) proceeds against or foreclose any security held by it, or (c) pursue any other remedy in Company's power whatsoever. Company shall have the right to renew, defer,

modify, extend time and compromise or adjust claims in connection with Contract purchased hereunder, and release any security thereon without releasing Dealer from its obligation hereunder to Company.

19. Conditions. Dealer agrees and understands that this Agreement does not become effective, and is not binding, unless and until it and the pricing schedule attached at Addenda A and/or B are approved by the Director of Operations of Company.

20. Financial Reports and Other Information. Dealer shall, at Company's request, provide Company with Dealer's Financial reports and statements on not less frequently than on an annual basis and any other information reasonably requested by Company.

21. Arbitration. Dealer and Company agree that any and all claims or disputes between the or against any agent, employee, successor, or assign of the other, whether related to this Agreement or to any prior Agreement between the parties, may be subject to binding arbitration at the election of either party. Any arbitration proceedings hereunder shall be conducted by the National Arbitration Forum("NAF"). Under its Code of Procedure. Rules and forms of the NAF office, www.adrforum.com, or P.O. Box 50191, Minneapolis, Minnesota 55405, telephone 1-800-474-2371. The place of arbitration shall be Portland Oregon. The agreement shall be governed by and interpreted under the laws of Oregon (excluding the conflicts of laws principles thereof). The party electing to have the claim resolved by arbitration shall notify the other party of in writing. The notice can be given after the other party has started a lawsuit. The party asserting the claim shall have the responsibility of filing the claim with the NAF. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration act, 9 U.S.C §§ 1-16("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. No claim may be arbitration award may be entered in any court having jurisdiction. No claim may be arbitrated as a class action nor may it be consolidated or joined for any purpose with the claims of any other persons. This Arbitration section applies to all claims now in existence or that may arise in the future.

22. Failure to Enforce Not Waiver. The failure of either party at anytime to require performance by the other of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. The waiver by Company of a breach by Dealer shall not be held to be a waiver of the provision itself or its right to terminate. Any course of performance shall not be deemed to amend or limit any provision of this Agreement.

23. Paragraph Heading. The paragraph heading in this Agreement are for convenience only and shall not be deemed to define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

24. Severability of Provision. The fact that any provision of this Agreement may prove invalid or unenforceable under any law, rule or regulation of any governmental agency, federal, state or local, shall not affect the validity or enforceability of any other provision of this Agreement.

25. Amendment or Modification. Company reserves the right to amend the provision of any Addenda to this Agreement at any time by mailing or delivering to Dealer a copy of such amendment. Any such amendment or modification may apply to, and affect, credit sales made on and after the amendment is effective. Any other amendments to this Agreement shall be made in writing executed by both Company and Dealer. This Agreement modifies, amends and supersedes all previous Agreement between Company and Dealer.

26. Governing law. This Agreement and all matters arising out of or in connection with any Contract and/or credit sales shall be governed by and construed in accordance with, the laws of the state of Oregon.

Company:
Finco Holding Corp.
Equitable Finance

Dealer:

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Title: _____

Title: _____

Date: _____

Date: _____