

Wells Fargo Retail Services

Bryant[®] Heating & Cooling Systems Credit Card Program

Enrollment Package

I'm happy to introduce you to the Bryant[®] Heating & Cooling Systems Credit Card Program. Wells Fargo Retail Services has designed this program to generate sales and enhance the loyalty of your customers. We're committed to help you successfully grow your business.

Besides unmatched support and personal service our dedicated team provides, participants benefit from:

- Easy program enrollment and smooth onboarding
- Individually guided training and relationship support
- Fully integrated marketing programs and tools
- Simple online tools to use and manage the program
- Immediate purchasing power for approved customers and a revolving line of credit for future purchases

For over 50 years, we've helped thousands of companies across multiple industries grow, and we look forward to the opportunity of working with yours.

Enroll today. The next step is yours. Use the Enrollment Checklist to guide you through completing, signing, and returning the documents necessary to sign you up. As a participating business, you'll receive a welcome kit, comprehensive training, and much more to help drive your sales.

Thank you for your business.

Sincerely,



Dan Abbott
Executive Vice President
Wells Fargo Bank, N.A.



Contact us

If you have any questions regarding these enrollment materials, please contact our team at Wells Fargo Retail Services.

1-800-577-5313

Monday – Friday
8:00 a.m. to 5:00 p.m. Central Time



Enrollment Steps

STEP 1

Review the enclosed Enrollment Package, Dealer Agreement, and complete all of the required documents on the checklist.

STEP 2

Complete Enrollment Package, sign and date the completed Dealer Application.

NOTE: Each Principal, Partner, or Owner listed in Section 4 of the Dealer Application is required to sign.

STEP 3

To ensure faster service, please fax or email in all required documents that have a check box in the Enrollment Checklist to:

or

RSFDealerEnrollment@wellsfargo.com

Enrollment Checklist:

The boxes indicate documentation that must be completed, signed, and returned.

- Wells Fargo Retail Services
Bryant® Heating & Cooling
Systems Dealer Agreement
Application
- W9 – Request for Taxpayer
Identification Number and
Certification
- Bank Information
- Additional Locations
- Extended Product Warranty
and Service Agreement
- Training Information
- Information Security
- Wells Fargo Credit Connect
(Paperless) Request
- Merchant Acknowledgment
to Provide Notice of Right to
Cancel

Retain the documents below for your records along with a copy of any amendments, addendums, or exhibits to the Agreement.

Table of Contents for the
Instructions & Procedures

Wells Fargo Retail Services
Bryant® Heating & Cooling
Systems Dealer Agreement



- We encourage you to complete the Enrollment Package electronically. Be sure to print and sign the Dealer Application.
- Wells Fargo recommends the use of secure email when emailing confidential information to us.



Wells Fargo Retail Services Bryant[®] Heating & Cooling Systems Dealer Agreement Application

All fields must be completed. If a specific field does not apply, mark the field as "N/A."

DK 0921 Bryant

Section 1			
Business Legal Name ("Dealer") – as reported to the IRS		Phone Number (no toll-free numbers)	
Primary Dealer DBA ("Doing Business As") – as it should appear for customers, 25 character limit		Office Fax Number	
Business Website/ URL		Fax Number for Credit Decisions	
Physical Address (no P.O. Boxes)	City	State	ZIP Code
Mailing Address <input type="checkbox"/> Same as above	City	State	ZIP Code
Shipping Address (no P.O. Boxes, for Supplies) <input type="checkbox"/> Same as above	City	State	ZIP Code
Contact Name	Position	Email Address	

Section 2			
Description of all Products/services		States you conduct business in	
		Does your business engage in Internet gambling or wagering? <input type="checkbox"/> Yes <input type="checkbox"/> No	
		Does your sales process ever take place in your consumer's home, at a trade show, and/or a state/county/local fair? <input type="checkbox"/> Yes <input type="checkbox"/> No	
In Business since (mm/yy)	Annual Sales (Production) Revenue	Annual Sales Finance Volume	Average Ticket

Section 3	
<p>Professional Licensing: Pursuant to the Representations and Warranties section of the Agreement, you are, and throughout the term of the Agreement will remain, duly authorized and properly licensed (including any required professional licenses) under all applicable Laws to transact business as presently conducted, and to fully perform your obligations under the Agreement.</p>	
Authorized Signature	Title Required

[ADDITIONAL SIGNATURES REQUIRED ON NEXT PAGE]

Wells Fargo Retail Services Bryant® Heating & Cooling Systems Dealer Agreement Application

DK 0921 Bryant

Section 4

I/We certify the information provided in connection with this Wells Fargo Retail Services Enrollment Package is true, to the best of my/our knowledge and understand this information may be used for the purpose of qualifying my/our business for participation in Wells Fargo's revolving credit card program and for retaining my/our business in such program. I/We authorize Wells Fargo to obtain credit reports on my/our business above and upon the principals, partners, and/or owners who have signed below for the purpose of qualifying my/our business for participation in Wells Fargo's revolving credit card program. I/We understand that I/we are also authorizing Wells Fargo to obtain credit reports now and in the future for the purposes of evaluating my/our business for future retention. I/We also understand that I/we may be required at any time to provide a copy of my/our businesses' most recent financial statements as of the end of the most recent fiscal year including a balance sheet and a statement of income in reasonable detail and prepared in accordance with generally accepted accounting principles.

This Wells Fargo Retail Services Bryant® Heating & Cooling Systems Dealer Agreement Application ("Application") is submitted to obtain approval to participate in the Bryant® Heating & Cooling Systems Credit Card Program on behalf of the above-mentioned Dealer ("Dealer"). The undersigned ("I," "me," or "my") certify that I have read the above provisions and all information provided herein is true and complete. I have the power and authority to execute and deliver this Application and to enter into and consummate the Wells Fargo Retail Services Bryant® Heating & Cooling Systems Dealer Agreement (GDA-Gen18) ("Agreement") on behalf of the Dealer, by my signature below, to all terms and conditions of the Agreement. I hereby certify, represent and warrant that the Dealer has agreed to abide by all terms and conditions of the Agreement, and that if and when Wells Fargo approves this Application, the Dealer will, without further action, be bound by the Agreement and any Instructions and Procedures (as defined in the Agreement) as Wells Fargo may communicate from time to time. I acknowledge that this Application is subject to approval by Wells Fargo.

PLEASE READ THE WELLS FARGO RETAIL SERVICES BRYANT® HEATING & COOLING SYSTEMS DEALER AGREEMENT (GDA-GEN18) CAREFULLY PRIOR TO SIGNING THIS APPLICATION BECAUSE SIGNING BELOW BINDS THE DEALER TO SUCH AGREEMENT. THE AGREEMENT MAY NOT BE ALTERED OR CHANGED. ANY ALTERATIONS OR CHANGES TO THE AGREEMENT ARE VOID AND UNENFORCEABLE.

ALL INDIVIDUALS LISTED BELOW MUST SIGN.

Principal's, Partner's, or Owner's Information - Please list the owners with the largest share of ownership. The combined ownership must be 50% or more. Attach an additional page with ownership information if necessary.			
Name 1	% Owner %	Social Security Number	Owner since (mm/yy)
Home Address	City	State	ZIP Code
Authorized Signature 1	Title	Date	
Name 2	% Owner %	Social Security Number	Owner since (mm/yy)
Home Address	City	State	ZIP Code
Authorized Signature 2	Title	Date	
Name 3	% Owner %	Social Security Number	Owner since (mm/yy)
Home Address	City	State	ZIP Code
Authorized Signature 3	Title	Date	
Name 4	% Owner %	Social Security Number	Owner since (mm/yy)
Home Address	City	State	ZIP Code
Authorized Signature 4	Title	Date	

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
6 City, state, and ZIP code			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
OR											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Bank Information

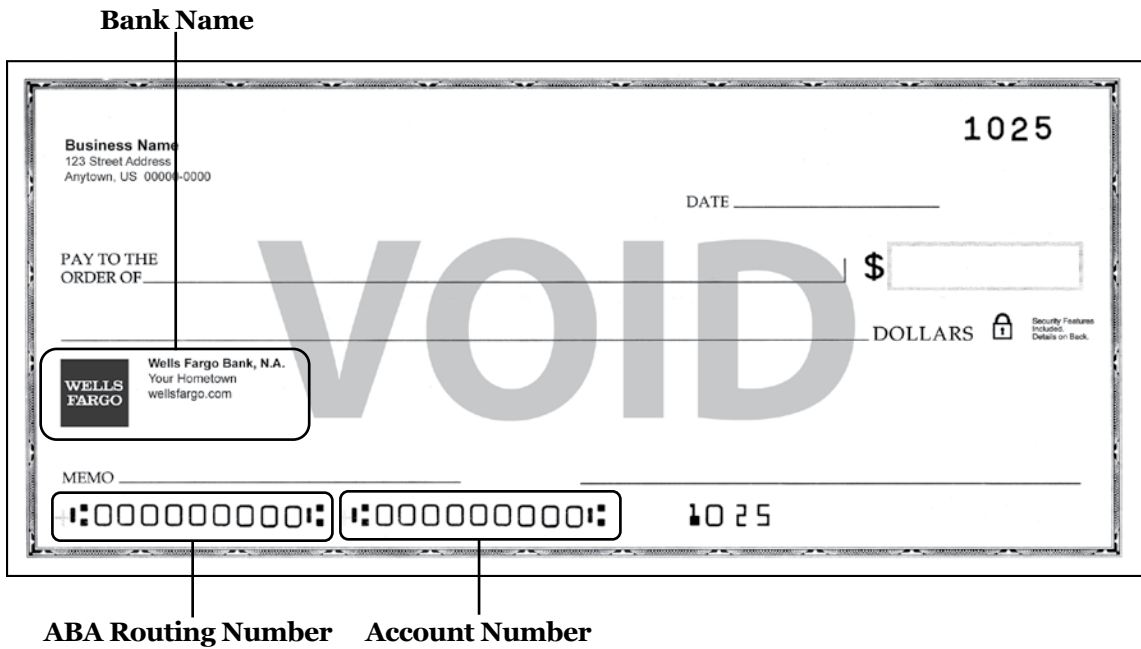
Dealer Name _____

Please note: It is important to provide a voided check, which displays your businesses' checking and bank routing numbers. Pursuant to the Agreement with Wells Fargo Retail Services ("Wells Fargo"), Wells Fargo may credit or debit your businesses' checking account.

Check one:

- All funding will be going to one account.

- Funding will go to different accounts for each location.
(Please complete the Additional Locations page.)



ABA Routing Number Account Number



Important Reminders

- If you have an ACH filter on your account, please inform your bank of the following information to ensure you receive timely deposits. ACH Debit Filters - Wells Fargo WFRETAILo8 & Wells Fargo WFRETAILo9.
- Attach voided check here.
- Your funds will be deposited in this account.
- If you have multiple locations and each location has different account information, complete an Additional Locations page for each location.

Additional Locations

Do these locations operate under the same legal name that is listed on the Dealer Application? Yes No

If no, please fill out a separate Dealer Application and enrollment for each legal entity.

Location 1 Information			
Primary Dealer DBA ("Doing Business As") – as it should appear for customers, 25 character limit			
Physical Address (no P.O. Boxes)		City	State ZIP Code
Mailing Address <input type="checkbox"/> Same as above		City	State ZIP Code
Shipping Address (no P.O. Boxes, for Supplies) <input type="checkbox"/> Same as above		City	State ZIP Code
Contact Name	Position	Email Address	
Phone Number (no toll-free numbers)	Fax Number for Credit Decisions	Office Fax Number	
Is the bank account information the same? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If No, please attach a voided check and fill out Bank Information below:</i>			
ABA Routing Number	Account Number	Bank Name	

Location 2 Information			
Primary Dealer DBA ("Doing Business As") – as it should appear for customers, 25 character limit			
Physical Address (no P.O. Boxes)		City	State ZIP Code
Mailing Address <input type="checkbox"/> Same as above		City	State ZIP Code
Shipping Address (no P.O. Boxes, for Supplies) <input type="checkbox"/> Same as above		City	State ZIP Code
Contact Name	Position	Email Address	
Phone Number (no toll-free numbers)	Fax Number for Credit Decisions	Office Fax Number	
Is the bank account information the same? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If No, please attach a voided check and fill out Bank Information below:</i>			
ABA Routing Number	Account Number	Bank Name	

Location 3 Information			
Primary Dealer DBA ("Doing Business As") – as it should appear for customers, 25 character limit			
Physical Address (no P.O. Boxes)		City	State ZIP Code
Mailing Address <input type="checkbox"/> Same as above		City	State ZIP Code
Shipping Address (no P.O. Boxes, for Supplies) <input type="checkbox"/> Same as above		City	State ZIP Code
Contact Name	Position	Email Address	
Phone Number (no toll-free numbers)	Fax Number for Credit Decisions	Office Fax Number	
Is the bank account information the same? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If No, please attach a voided check and fill out Bank Information below:</i>			
ABA Routing Number	Account Number	Bank Name	

Extended Product Warranty and Service Agreement

Dealer Name _____

Wells Fargo Retail Services must review any non-manufacturer extended product warranties and/or service agreements which may be included in any financed transaction under our Program. **This excludes standard manufacturer warranties associated with the product itself or any in-house warranties offered by your business.**

Refer to the Agreement and Instructions and Procedures for additional information regarding offering extended product warranties and service agreements in connection with our Program.

Does your business offer extended product warranties and/or service agreements, with a separate cost, that you intend to include in any financed transaction under Wells Fargo Retail Services' Credit Card Program?

Yes No

If yes, please provide the following information regarding every extended product warranty and/or service agreement, with a separate cost, you sell and which may be included in any financed transaction under the Program.

Extended Product Warranty/Service Agreement

Warranty/Agreement Name _____

Description and term(s) of coverage _____

What Product(s) or service(s) are covered _____

Coverage

Provided by _____

Address _____ City _____ State _____ ZIP Code _____

Website/URL _____

Extended Product Warranty/Service Agreement

Warranty/Agreement Name _____

Description and term(s) of coverage _____

What Product(s) or service(s) are covered _____

Coverage

Provided by _____

Address _____ City _____ State _____ ZIP Code _____

Website/URL _____

For additional extended product warranty/service agreements, please provide the above information on an additional page and submit with your Enrollment Package. You ***must*** include your Business Legal Name on each page.

Training Information

Dealer Name _____

As a new Dealer on the Bryant® Heating & Cooling Systems Credit Card Program, it is important that you designate a primary training contact. This individual will be responsible for:

- Attending a live training with a professional training consultant
- Training current and new employees within your business, especially those who will be offering financing
- Completing an annual required training to certify your understanding of the financing program
- Performing ongoing training with your staff in the event of updates or changes to the finance program

Primary Training Contact Details:

Name	Position/Title
Phone Number	Email Address

If this individual changes during your program participation, please contact our team so we can ensure we are sending all future training correspondence to the correct individual.

Information Security

As outlined in the Information Security Section of the Agreement, you will not retain in any format, electronic or otherwise, any Cardholder Account Information beyond what is required under the Agreement for retaining Invoices and Consumer Credit Card Account Applications.

Cardholder Account Information includes the following applicant/co-applicant data elements from the Consumer Credit Card Account Application:

- Social Security Number
- Date of Birth
- Income
- Account Number

By signing the Wells Fargo Retail Services Bryant® Heating & Cooling Systems Dealer Agreement Application, you are acknowledging and agreeing to this requirement.

Check this box if you have questions regarding this requirement and would like a member of the Wells Fargo Retail Services team to contact you to discuss this further.

Wells Fargo Credit Connect

Request for Paperless Processing

Dealer Name _____

Wells Fargo offers a paperless processing method for Consumer Credit Card Account Applications (“Credit Applications”) and Invoices called Wells Fargo Credit Connect (“WFCC”).

Choose one option below:

- YES – Enroll my business in Wells Fargo Credit Connect for Credit Applications and Invoice submittals. Please read the Instructions & Procedures provided below.
- NO – Do not enroll my business in Wells Fargo Credit Connect.

Instructions & Procedures

- **WFCC is expressly prohibited on consumer customer-owned computing devices.**
- You are responsible for providing each of your Retail Locations with the necessary equipment and Internet connectivity, including your computing devices (e.g. smartphones, tablets, laptops, desktop computers, etc.), to connect to WFCC.
- You will maintain any computing devices that utilize WFCC in conjunction with our security and firewall requirements for submitting Credit Applications and Invoices to us, as well as any other security requirements we may require with respect to computing software or mobile applications generally, and that we may communicate to you from time to time.
- To use WFCC, your consumer customers must consent to receive disclosures electronically and must provide a valid email address to receive an electronic copy of the Credit Card Agreement, Privacy Notice, and/or Invoice.
- You acknowledge and agree that your paper-based Credit Application and/or Invoice process will be used in instances where: your consumer customer does not consent to receive disclosures electronically; your consumer customer does not have or does not wish to provide a valid email address; your consumer customer is not comfortable using your computing device(s); or where you do not have secure internet access.
- WFCC may be temporarily unavailable from time to time, without notice, for reasons which may include, but not be limited to, system changes, hardware or software updates, or power outages. In addition, we may, in our sole discretion, permanently terminate the availability of WFCC at any time in the event we determine that WFCC is being utilized in a manner contrary to our Instructions and Procedures and/or your program agreement with us.

Merchant Acknowledgment to Provide Notice of Right to Cancel

Dealer Name _____

All merchants who conduct sales outside their standard place of business (e.g. consumer home, fair, trade show, expo, etc.) are required to provide a consumer with both a verbal and written Notice of Right to Cancel.

Regarding the **written** Notice of Right to Cancel, I hereby acknowledge as the Owner/Officer that (check one):

- We agree to use our own Notice of Right to Cancel for all applicable transactions. We also certify that our Notice of Right to Cancel complies with applicable local, state, and federal laws, including but not limited to the Federal Trade Commission’s “Rule Concerning Cooling-Off Period for Sales Made at Homes or at Certain other Locations.”
- We agree to provide the Notice of Right to Cancel document posted on www.hvacpartners.com for all applicable transactions.

NOTE: All program materials, including your Notice of Right to Cancel, must be retained in a secure and orderly manner for seven (7) years from the date of creation. Please keep all program materials in an orderly manner for quick retrieval when we request documents from you.

Failure to comply with the above requirements may lead to restrictions being placed on your financing program with Wells Fargo, including chargebacks and/or termination from participating in the Program.

Table of Contents for the Instructions and Procedures

The table below provides a description of each section contained within the Instructions and Procedures document which is referenced throughout the Agreement. You may access the full Instructions and Procedures document at the following link: <http://retailservices.wellsfargo.com/instructions.pdf>. This document provides an overview of two specific sections contained in the Instructions and Procedures document.

Section 29 of the Instructions and Procedures document describes our requirements for conducting transactions in languages other than English. It is imperative that consumers receive all material terms and conditions of both our financing Program and of any sales transactions in the same language as is principally used to discuss, present, negotiate, or advertise the material terms of the transaction. At this time, we provide Credit Card Agreements and Privacy Notices in English. However, for Dealers located in California, our Credit Card Agreement also contains Interpreter Disclosures for California consumers who have discussed sales transactions and Card terms and conditions with Dealers in Spanish, Chinese, Korean, Vietnamese, or Tagalog. If a California consumer has a qualified interpreter, these five languages may be used by a Dealer located in California who is transacting with a California consumer in connection with our Program.

Section 33 of the Instructions and Procedures document describes our requirements relative to the Americans with Disabilities Act (ADA). Wells Fargo is committed to ensuring equal access to its Products and services for individuals protected under the ADA. Under the ADA, persons with disabilities are required to be given services and accommodations in the most integrated setting appropriate to their individual needs. Participating Dealers must have the ability to abide by the ADA requirements.

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3.	Training
4.	Advertising Credit
5.	Offering Credit
6.	New Cardholder Accounts (Taking a Consumer Credit Card Account Application)
7.	Processing Consumer Credit Card Account Applications for New Cardholder Accounts
8.	Receiving the Credit Decision and Communicating to the Applicant(s)
9.	Requesting a Credit Limit Increase
10.	Obtaining an Authorization for a Purchase
11.	Canceling an Authorization for a Purchase
12.	Completing an Invoice
13.	Presenting an Invoice for Processing
14.	Presenting a Credit on an Account
15.	Mailing in Written Consumer Credit Card Account Applications and Important Terms of Your Credit Card Account Forms to Wells Fargo for Retention
16.	Sending Documentation to Wells Fargo Upon Request
17.	Retention of Program Materials
18.	Destruction of Invoices and Credit Memos
18.1.	Third Party/Subcontractor Requirements
19.	Information Security
20.	Passing Along the Costs of Financing

Section	Title
21.	Sales Practices
22.	Extended Product Warranties, Service Agreements, or Preventative Maintenance Agreements
23.	Cardholder Payments
24.	Audits/Examinations of Books and Records
25.	Notifying Us of Changes in Your Legal Name, Taxpayer Identification Number, Legal Ownership, Legal Entity Status, Number of Store Locations, Product Offerings, etc.
26.	Funding for Transactions
27.	Wells Fargo's Right to Reject or Revoke Acceptance of an Invoice
28.	Cardholder Complaints and Billing Disputes
28.1	Address Confidentiality (Safe at Home)
29.	Conducting Transactions in Languages other than English
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31.	Power of Attorney
32.	Internal Revenue Service 1099-K Reporting
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39.	Email Distribution of the Program Materials
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**WELLS FARGO RETAIL SERVICES
BRYANT® HEATING & COOLING SYSTEMS DEALER AGREEMENT**

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4.	DEFINITIONS		(b) Effect of Termination
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	(f) Reserve		

**WELLS FARGO RETAIL SERVICES
BRYANT® HEATING & COOLING SYSTEMS DEALER AGREEMENT**

Recitals

- (a) Wells Fargo Bank, N.A. issues consumer credit cards under the Program, and Wells Fargo Retail Services, a division of Wells Fargo Bank, N.A., administers the Program.
- (b) You desire to provide your consumer customers with a convenient financing vehicle to pay for Products and related services via their use of Cards.
- (c) We are in the business of providing Card programs in the United States to finance such Products.
- (d) You desire to enter into this Agreement for the purpose of arranging financing of your consumer customers' purchase of Products.

Agreement

1. **RECITALS.** The Recitals set forth above are true and correct, are incorporated into this Agreement by reference, and constitutes an integral part of the Agreement.
2. **IDENTIFICATION OF PARTIES.** This Wells Fargo Retail Services Bryant® Heating & Cooling Systems Dealer Agreement (the "**Agreement**") is made by and between Wells Fargo Bank, N.A. located at 101 North Phillips Avenue, Sioux Falls, South Dakota, 57104 (referred to as "**we**," "**us**," "**our**," or "**Wells Fargo**") and the Dealer ("**you**," "**your**," or "**Dealer**") which has signed a Wells Fargo Retail Services Bryant® Heating & Cooling Systems Dealer Agreement Application or a Wells Fargo Retail Services Bryant® Heating & Cooling Systems Dealer Agreement Consent Form (each referred to as the "**Application**"). This Agreement is effective upon our final approval of your Application. This Agreement supersedes all prior agreements, representations, promises and statements, written or oral, made in connection with the subject matter of this Agreement, except any certifications, representations or warranties made in the Application, and no prior agreement, representation, promise or statement not written in this Agreement or in the Application will be binding on the parties. You agree to begin utilizing this Program upon receipt of the necessary supplies and Instructions and Procedures, as determined by us in our sole discretion, on how to:
 - (a) process credit applications;
 - (b) obtain credit authorizations on Invoices; and
 - (c) present Invoices to us for payment.
3. **IDENTIFICATION OF CARD.** The name of the Card, which may change upon notice to you, will be the credit card indicated on the Application. The Cards will be credit cards which can be used at participating Retail Locations and at any place where the Cards are accepted. The Cards and their accompanying Credit Card Agreements will be governed by the laws of the State of South Dakota.
4. **DEFINITIONS.**
 - (a) "**Account**" is defined as a Cardholder's credit card account owned by us that the Cardholder can use for purchasing Products from you.
 - (b) "**Account Number**" is defined as a unique identification number assigned by us to an Account issued to a Cardholder.
 - (c) "**Administrative Fee**" is defined as any fee charged by us for participating in the Program, certain services rendered in connection with the Program that is set forth in writing from time to time, or both.
 - (d) "**Card**" is defined as a card with an Account Number issued to a Cardholder for use in connection with the Program.
 - (e) "**Cardholder**" is defined as a consumer customer(s) that has applied for and has been approved for an Account.
 - (f) "**Cardholder Account Information**" is defined as any personal information about any applicant or co-applicant or any Cardholder received in connection with an Account or potential Account including that information found in, on, or with a Consumer Credit Card Account Application for or through Card use, or is obtained from us, including but not limited to, the applicant and co-applicant's name, address, Social Security number, date of birth, income information, Account Number, Account limits and Account balances and Account activity.
 - (g) "**Credit Card Agreement**" is defined as a written agreement between us and the Cardholder containing terms and conditions that govern the Account. Any changes to the Credit Card Agreement will be solely made by Wells Fargo.
 - (h) "**Consumer Credit Card Account Application**" is defined as an application for an Account for financing under the Program, in either written or electronic format, which may include but not be limited to any documents relating to a Consumer Credit Card Account Application that we may require you to print through the IPS (as defined in subparagraph 7(a)(ii) of this Agreement), that upon completion of and presentment to us represents such consumer customer's desire to open an Account and their consent to undergo financial review. Such Consumer Credit Card Account Application includes all documents containing the terms, conditions, and disclosures governing such applications as provided for by Law, and is owned and governed by us. Any changes to the Consumer Credit Card Account Application will be solely made by Wells Fargo.
 - (i) "**Credit Memo**" is defined as evidence of a credit given for the cancellation or the return of Products, or both, regarding a previously presented Invoice, in paper or electronic form, or any other such adjustment or credit by you to an Account.
 - (j) "**Initial Disclosures**" are defined as a disclosure or set of disclosures that you will provide each Cardholder at the opening of an Account in a manner and method determined by us in accordance with our Instructions and Procedures. Such Initial Disclosures must include, without limitation, the Truth in Lending disclosures and any other disclosures as determined by us in accordance with all applicable Law.
 - (k) "**Instructions and Procedures**" is defined as any instructions or procedures that we communicate to you and update from time to time.
 - (l) "**Invoice**" is defined as evidence of a Card sale in paper or electronic form for Products purchased from you and includes any and all other documents referred to in the Invoice.
 - (m) "**Law**" or "**Laws**" is/are defined as all United States federal, state and local laws, regulations, rules, and ordinances, including but not limited to, the Fair Credit Reporting Act, the Truth in Lending Act, all applicable fair lending laws and

regulations, the Federal Equal Credit Opportunity Act, as amended, and Section 5 of the Federal Trade Commission Act (FTC Act) – Unfair, Deceptive and Abusive Acts and Practices Regulation – and all state law counterparts of such, and all applicable regulations promulgated under these laws.

- (n) **“Products”** are defined as any good, service, or merchandise that you offer, sell, or provide that has not otherwise been prohibited under this Agreement or that requires our prior approval as may be noted hereunder.
- (o) **“Program”** is defined as the Card program that is contemplated by this Agreement for the purpose of arranging financing of your consumer customers’ purchases.
- (p) **“Retail Location”** is defined as a retail store location where consumer customers make purchases from you while physically in the store.
- (q) **“Wells Fargo Confidential Information”** is defined as: (A) Cardholder Account Information governed by subparagraph 5(a); and (B) Wells Fargo’s Confidential Information it provides to you, including without limitation, information about its systems, business practices, and any other information regarding it or its practices as governed by subparagraph 5(b) of this Agreement.

5. INFORMATION SECURITY.

- (a) You agree not to disclose Cardholder Account Information, including any nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, title V, and its implementing regulations to:
 - (i) any third party, including, but not limited to, a third-party service provider that you may use to store or backup your business or consumer data/information (e.g. cloud computing services); or
 - (ii) any employee of yours who does not have a business need to know such information. Further, you agree that you will not retain, in any format, electronic or otherwise, any Cardholder Account Information beyond what is required of you under this Agreement for retaining Invoices and Consumer Credit Card Account Applications.
 - (iii) further, for the purposes of clarity, you will not retain in any electronic format, any information gathered in connection with any Consumer Credit Card Account Application, including without limitation: Account Number, Social Security number, date of birth, or income without our prior written consent.
- (b) You agree to treat all other information (whether written or oral) which is furnished (whether before or after the date hereof) by us or our directors, officers, employees, affiliates or representatives to you or your representatives and all analyses, compilations, forecasts, studies or other documents or information prepared by us or on our behalf, in connection with this Agreement including, but not limited to, discount rates and any other pricing information as well as processes and passwords for any Internet sites or other technology, confidentially, and not to disclose any information to any:
 - (i) third party, except as may be provided for in subparagraph 6(i) below; or
 - (ii) employee of yours who does not have a business need to know such information without our prior written consent. You acknowledge that the information described in subparagraph 5(b) constitutes our proprietary information and trade secrets and that monetary damages alone may be insufficient to protect and compensate us for wrongful disclosure of such information.
- (c) You agree that you will not use or disclose the information described in subparagraphs 5(a) and 5(b) other than to carry out the purposes for which we disclosed the information. You agree that you will obtain our prior written consent before allowing any non-permanent employee of yours (such as a temporary employee or vendor) access to our Cardholder Account Information even if such access is for purposes of this Agreement. You agree to take appropriate security measures to protect any information described in subparagraphs 5(a) and 5(b) above against accidental or unlawful destruction, anticipated threats or hazards, and unauthorized access, use, tampering, and copying during storage in your computing or paper environment. You agree to follow our Instructions and Procedures regarding your retention, storage, and eventual destruction of any information described in subparagraphs 5(a) and 5(b) above. In the event you discover or suspect any information described in subparagraphs 5(a) and 5(b) above has been disclosed to or accessed by a third party, you will immediately notify us of the disclosure to a third party and you will assist us in investigating the unauthorized disclosure to determine the magnitude and impact of such disclosure. We are, accordingly, entitled to equitable relief, including, but not limited to, injunctive relief, in addition to any other remedies to which we may be entitled, to enforce the provisions of this paragraph 5.
- (d) You will promptly notify us of any unauthorized access and take appropriate action to prevent further unauthorized access while information is in your possession or while it is in transit to us. You will cooperate with us, and will pay all related expenses, provide any notices and information regarding such unauthorized access to appropriate law enforcement agencies and government regulatory authorities, and affected consumer customers which we in our sole discretion deem necessary. At your expense and in consultation with us, you will provide such affected consumer customers with access to credit monitoring services, credit protection services, credit fraud alerts, or similar services which we in our sole discretion deem necessary to protect such affected consumer customers.
- (e) Disclosure.
 - (i) If you are compelled by Law or judicial order to disclose any information provided by us as described in this paragraph 5, you will provide us with prior notice of such compelled disclosure, unless such prior notice is prohibited by Law or not reasonably possible under the circumstances. If you are not able to provide us with prior notice of such compelled disclosure, you will provide us with notice of such compelled disclosure as soon as such notice is reasonably possible. In each such instance, you will provide us with reasonable assistance (at our cost) if we wish to contest the disclosure.
 - (ii) Further, in the event of any legal process or government action, which may include but is not limited to, breach, bankruptcy, or administrative or regulatory action, you are precluded from voluntarily producing this Agreement, any and all attachments to this Agreement and any Program materials that may contain our proprietary business information, trade secrets, or otherwise sensitive information, unless required to disclose such documents and materials by a judicial order, provided, however, you will provide us with reasonable notice in order to attempt to quash such judicial order, to seek an appropriate protective order, or both.

- (iii) Additionally, you agree that if a federal bank regulator or other regulatory agency or authority, requests that we disclose any information you have provided to us to it or to another federal bank regulator, agency or authority in connection with its supervisory activities, we may disclose such information to such entity without notice to you.

6. PROGRAM REQUIREMENTS.

- (a) **FINANCIAL STATEMENTS AND CREDIT REPORTS.** You authorize us to obtain credit reports on your business and to obtain credit reports individually upon any combination of the principals, partners, or owners who have signed the Application, and therefore this Agreement, for the purpose of qualifying your business for participation in the Program which is covered by this Agreement and for evaluating your business for continued participation in the Program. You understand that you are authorizing us to obtain credit reports and instructing any consumer reporting agency to provide such report now and in the future for the purpose of evaluating your business for future retention and participation in the Program. You also understand that upon request you may be required at any time to provide a copy of your businesses' most recent financial statements, including your balance sheets, statements of income and retained earnings, cash flows and any accompanying notes, in reasonable detail and prepared in accordance with generally accepted accounting principles.
- (b) **DOCUMENTATION, EXAMINATIONS AND AUDITS.**
 - (i) **PROGRAM DOCUMENTATION.** You are required to maintain certain Program Documentation in connection with this Program. For the purposes of this Agreement, "Program Documentation" must include, without limitation, all Invoices and documents used with such Invoices, your books and records relating to such Invoices, Credit Memos and Consumer Credit Card Account Applications, in addition to any and all documents used in connection with such, whether in electronic or printed form.
 - (A) **Consumer Credit Card Account Applications.** You will deliver to us the original, physical Consumer Credit Card Account Application portion of the Credit Card Agreement (including Consumer Credit Card Account Applications that are declined by us) within fifteen (15) days of the submission of such Consumer Credit Card Account Application to Wells Fargo and in accordance with this Agreement and our Instructions and Procedures. The Consumer Credit Card Account Application portion of the Credit Card Agreement contains Cardholder Account Information and the Cardholder's signature. In the event we request that you retain the Consumer Credit Card Account Application, you will maintain such Program Documentation as set forth in subparagraph 6(b)(i)(C) below. Additionally, at any time during the term of this Agreement, we may redesign the Consumer Credit Card Account Application and Credit Card Agreement, individually or jointly, as we deem necessary or appropriate, and we may update our Instructions and Procedures regarding the retention, storage, and transmittal of Consumer Credit Card Account Applications. Any such redesigns or updates will go into effect upon our notice to you of such changes. If such changes are not required by Law or a regulatory body, we will attempt to provide you with at least thirty (30) days advanced notice.
 - (B) **Invoices.** If an Invoice is presented physically, you will also deliver to us a copy of any document referred to in the Invoice. If an Invoice is presented electronically, or via facsimile, you will retain the original, physical Invoice and the original of any document referred to in the Invoice in a secure and orderly manner in accordance with subparagraph 6(b)(i)(C) below.
 - (C) **Retention Requirements.** With respect to all Program materials (e.g. Invoices, Credit Memos), you are instructed or required to maintain in connection with this Agreement, you agree: (1) to keep all Program Documentation in a secure manner and to protect the confidentiality of the Program Documentation as governed by paragraph 5 of this Agreement; (2) to retain the original Program Documentation in a secure and orderly manner in accordance with our Instructions and Procedures for seven years (or such other time period we notify you of) from the original date of the Program Documentation. After such seven year period (or such other time period that we notify you of), you will destroy the Program Documentation in accordance with our Instructions and Procedures and in a manner that renders the data contained in the Program Documentation unreadable and unidentifiable, unless you are notified by us or a third party that such Program Documentation is subject to a records preservation order ("RPO") issued by a court of competent jurisdiction or by a federal or state regulatory body with the power to require the preservation of such Program Documentation. You will continue to retain the Program Documentation subject to an RPO in a secure and orderly manner until such time as the RPO is terminated at which time you will destroy the Program Documentation in accordance with our Instructions and Procedures and in a manner that renders the data unreadable and unidentifiable; and (3) we may conduct regular audits of the Program Documentation retained by you.
 - (D) **Submission of Documentation upon our request.** If we request any Consumer Credit Card Account Application, Invoice (including any document referred to in the Invoice), Credit Memo or any other document evidencing a Consumer Credit Card Account Application, Invoice or transaction presented to us, you will deliver it to us in a manner and time period as communicated by us to you and in accordance with our Instructions and Procedures.
 - (ii) **EXAMINATION AND AUDITS.** You agree that upon our request you will provide such Program Documentation as we may request from time to time, in a form and manner approved by us and agreed to by the parties and compliant with Wells Fargo's information security requirements, for the purpose of Program oversight and ongoing risk management. Further, we reserve the right to conduct regular onsite audits of any Program Documentation at any location of yours where such Program Documentation is retained to determine that all the requirements of this Agreement are met. Any such audits will be conducted during your regular business hours as often as we believe is necessary with twenty-four (24) hours notice from us to you.
 - (iii) **POLICIES AND PROCEDURES.** You agree that we may periodically examine, solely for our purposes only, those policies, procedures, internal controls, and training materials of yours relating to your offering this Program to your consumer customers to ensure compliance with our Instructions and Procedures and with the provisions of all Laws as described in subparagraph 9(b)(ii) below with respect to (without limitation) advertising, marketing, sourcing of consumers, sales practices, and the controls in place to ensure the security of your information systems.

- (c) **USE OF PROGRAM AND COMPLIANCE.** Wells Fargo is committed to meeting or exceeding all regulatory requirements that are applicable to our Program. You play an integral role in helping us ensure our compliance with all regulatory requirements due to your interactions with the consumer. In connection with your role, you acknowledge and agree that:
- (i) you are responsible for complying with the provisions of all Laws as described in subparagraph 9(b)(ii) below or otherwise may be set forth in this Agreement;
 - (ii) you are responsible for complying with all requirements of this Agreement and the Instructions and Procedures for the Program that we communicate to you and update from time to time;
 - (iii) you will collaborate with us on all training required by us in connection with the Program, to be completed in the time frame indicated by us, and designate the necessary and appropriate employees of yours at the appropriate level and departments within your business (e.g. office manager, finance manager, marketing/advertising manager) to attend all required training related to their role and responsibilities in connection with the Program. Such employees will be responsible for disseminating the requirements of such training to all employees within your business who may be involved with the subject matter of the training, such as employees who accept any Consumer Credit Card Account Application, Invoice or transaction that may be processed under our Program, so that your employees will be equipped to accurately and completely follow all of the requirements for providing financing under the Program. If such employees leave your employment or change roles within your business, you will promptly notify us within ten (10) days of the employee's departure and designate a replacement employee or employees to assume this role for your business and ensure that person or those persons complete all required training; and
 - (iv) we may request a report on any and all trainings held in connection with the Program and you will provide us with such report within five (5) business days we request such information. Such report may include information such as the total number of employees trained, the total number of employees involved with the Program, their company titles, training date, and the frequency of training and methods by which they were trained; and
 - (v) in the event you create and maintain independent and ongoing educational programs designed to educate and train your employees on the requirements for offering financing to your consumer customers and with the purpose of educating your employees about the laws that affect your business, your industry and address the offering of financing, then such training programs will be reviewed and approved by us and such approval will be for our benefit only and may not be relied upon for any purpose. Additionally, you agree that in the event we determine, in our sole discretion, that your independent training program does not meet our requirements, you agree to work with us, in good faith, to address any deficiencies and update any such training programs.
 - (vi) In the event you fail to comply with the training and compliance standards set forth in this subparagraph 6(c), we have the option to terminate this Agreement by providing you written notice of our decision to terminate.
- (d) **RETAIL LOCATIONS AND SALES INFORMATION.**
- (i) You will provide us with a list of all your Retail Locations upon execution of this Agreement, including the physical address, telephone number, facsimile number, and manager's name.
 - (ii) You will provide us with an updated Retail Location list upon the closing of any Retail Locations or with thirty (30) days prior notice of any new Retail Location openings.
 - (iii) In the event you conduct a "going out of business" or "sold as is" sale at any Retail Location, you will provide us with thirty (30) days prior written notice and you will not process Consumer Credit Card Account Applications or further sales transactions on Cards without our prior express written approval. Further, upon such notice by you, we reserve the right, in our sole discretion, to terminate this Agreement.
 - (iv) Upon our request, you will provide us with sales figures for each Retail Location on a monthly or other periodic basis.
- (e) **APPROVAL OF ADVERTISING AND OTHER ASPECTS OF PROGRAM.**
- (i) We reserve the right, in our sole discretion to approve or disapprove all aspects of this Program including, but not limited to, advertising, promotional material, credit terms and credit features, and including any changes to the Program, whether in hard copy, on television, on the radio, on the internet or in any other electronic form. Such approval is for our benefit only, you may not rely on such approval for any purpose. You will give us a minimum of ten (10) business days to review any such requests for approval.
 - (ii) Additionally, you acknowledge and agree that in no event will you utilize Online Behavioral Advertising methods to advertise financing via the Internet, including any advertising for this Program and any other third-party financing program you may use. For purposes of this Agreement, "Online Behavioral Advertising" is defined as the tracking of a consumer's online activities over time— including the searches the consumer has conducted, the webpages visited, and the content viewed – to deliver advertising targeted to the individual consumer's interests. This definition includes: (A) "first party" advertising, where no data is shared with third parties, or contextual advertising, where an ad is based on a single visit to a webpage or single search query; and (B) "retargeting," in which the activity of visiting one website is used to deliver an ad on a third-party site. This restriction on Online Behavioral Advertising is not intended to restrict the advertising of your Products, provided that such Online Behavioral Advertising of your Products in no way attaches to or otherwise operates to include advertising for financing.
- (f) **HONORING CARDS.** You agree that you will honor without discrimination any valid Card when properly presented as payment from Cardholders for purchases, and will maintain a policy that does not discriminate among consumer customers seeking to apply for the purpose of making purchases through the use of a Card. You will promote the Program covered by this Agreement to encourage consumer customers who do not have an Account to apply for one and to encourage Cardholders who have an Account to use it to purchase Products from you.
- (g) **CREDIT PROGRAMS OFFERED.** You agree that you will not present any Consumer Credit Card Account Applications to us that have been submitted to another lender. All Consumer Credit Card Account Applications must be in a form and manner provided or approved by us. You will not use our Consumer Credit Card Account Application form, our disclosures, our Cardholder Account Information, or any combination thereof with any other lender.

(h) **EXTENDED PRODUCT WARRANTIES AND SERVICE AGREEMENTS**

You will comply with the requirements of this subparagraph 6(h) and you expressly will not offer extended product warranties and service agreements underwritten by you or an Affiliate of yours in conjunction with purchases made by Cardholders without our prior written approval. Additionally, you will provide us with information regarding other third-party extended product warranties and service agreements that are financed in connection with our Program as follows:

- (i) You may not offer extended product warranties and service agreements underwritten by you or an Affiliate of yours, in conjunction with purchases made by Cardholders without our prior written approval. Such approval is for our benefit only, and we reserve the right to withdraw our approval at any time and in our sole discretion. You may not rely on such approval for any purpose. You will provide us with a copy of any extended warranty for which you are seeking approval. No prior approval will be required for any extended product warranty or service agreement, which is underwritten by your business.
 - (ii) For all third-party extended product warranties and service agreements that are financed in connection with our Program, you agree to proactively provide us with the information outlined in the Instructions and Procedures and in the time frame and manner described in the Instructions and Procedures.
 - (iii) In connection with the Program, you agree to offer and finance only extended product warranties and service agreements which have been identified by you under this subparagraph 6(h) and accompanying Instructions and Procedures and which are related to the Products you finance under the Program; and
 - (iv) For purposes of this subparagraph 6(h) and for paragraph 9 below only, an "Affiliate" of yours, is a person or entity that directly, or indirectly, controls, or is controlled by, or is under common control with you. For purposes of this definition of Affiliate, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting shares, by contract, or otherwise.
- (i) **THIRD PARTY/SUBCONTRACTOR REQUIREMENTS.** You will not utilize any third parties, contractors, or subcontractors (hereinafter "Third Party") in connection with the Program without Wells Fargo's prior written consent. In the event Wells Fargo consents to your use of a Third Party in connection with the Program, you acknowledge and agree to all of the following requirements:
- (i) You will ensure you have a written contract in place requiring the Third Party to comply with all applicable terms of the Agreement between you and us with regard to the goods or services the Third Party provides.
 - (ii) You will ensure your contract with the Third Party describes the scope of goods and services to be provided, the applicable service level agreements which must be met, and the Third Party's role in helping you comply with the terms of this Agreement.
 - (iii) You will ensure you have all necessary contractual obligations, monitoring and oversight activities in place with regard to any Third Parties who have access to Wells Fargo's Confidential Information, including technology professionals with access to production or data storage systems. These contractual obligations and oversight activities with Third Parties must be designed to ensure your full compliance with the terms of the Agreement including but not limited to: business continuity planning, information security, confidentiality, digital security, and third party oversight, system access.
 - (iv) You will ensure you have a termination process in place in the event your relationship with the Third Party is terminated for any reason. The termination process should address the return or destruction of Wells Fargo's Confidential Information, and the removal of any access to Wells Fargo's Confidential Information.
- (j) **BACKGROUND OF EMPLOYEES/AGENTS.** The parties acknowledge and agree that applicable Law and regulatory guidance obligates Wells Fargo to ensure that no person who has been convicted of any criminal offense involving dishonesty, a breach of trust, or money laundering, or who has participated in a pre-trial diversion with respect to such an offense, or who has been convicted of a felony within the last ten (10) years, participates (directly or indirectly) in the provision of services in connection with the Program that: (a) require access to Cardholder Account Information; or (b) that relate to Wells Fargo's computer networks, information systems, databases or secure facilities under circumstances that would permit access to such systems. As it relates to this Agreement, Cardholder Account Information and Wells Fargo's Confidential Information, you agree that you will take all commercially reasonable measures to ensure full compliance with this Agreement, including without limitation, through the performance of any necessary background checks, and we reserve the right to request written confirmation of your compliance with this subparagraph 6(j) at any time. Wells Fargo may perform its own checks, at its sole discretion and for its sole purposes, at any time without notice to you. Failure to comply with any portion of this subparagraph 6(j) may result in immediate termination of this Agreement.
- (k) **INDEMNIFICATION.** Dealer agrees to indemnify and hold harmless Wells Fargo, its Affiliates, and their respective employees, officers, directors and agents, from and against any and all Losses to the extent such Losses arise out of, are connected with, or result from:
- (i) any breach by Dealer of any of the terms, covenants, or other provisions contained in this Agreement (including the Instructions and Procedures);
 - (ii) any representation or warranty made to Wells Fargo which proves to have been untrue or incorrect in any material respect as of the date made by Dealer in this Agreement, in the Application, or in any other instrument or document delivered by Dealer when made or deemed made hereunder;
 - (iii) any transaction, contract, understanding, promise, representation, or any other relationship, actual, asserted, or alleged, between Dealer and any Cardholder, as the case may be;
 - (iv) any Products or services, the purchase of which was financed under the Program (including, without limitation, any product liability or warranty claims relating thereto);
 - (v) any act or omission, where there was a duty to act, by Dealer or its employees, officers, directors or agents including without limitation, the failure of Dealer to comply with any Laws applicable to the Program, or those applicable to the Dealer;

- (vi) any advertisements, solicitations or other promotions of the Program or of Products to the extent prepared by or on behalf of Dealer;
- (vii) Wells Fargo's lawful rejection for credit of one or more applicants under the Program;
- (viii) the charging of any amount to a Card in breach of this Agreement, including without limitation, any fees charged for the use of the Card, any fraudulent charge on the part of you or any employee of yours or any other charge or transaction in breach of this Agreement or any Law.
- (ix) any amounts Wells Fargo determines, in its sole discretion, needed to refund Cardholders as a result of Dealer failing to provide the correct version of the following documentation to the Cardholder: Consumer Credit Card Account Application, Initial Disclosures, Credit Card Agreement, or Invoice disclosure (e.g. special terms disclosure).

If Wells Fargo receives any claim or demand or is subject to any suit or proceeding of which a claim may be made against Wells Fargo under this subparagraph 6(k), Wells Fargo will, as a condition of being indemnified by the Dealer, give prompt written notice thereof to the Dealer. However, failure to comply with this subparagraph 6(k) will not relieve Dealer of its indemnification obligations except to the extent such failure prejudices Dealer. For purposes of this subparagraph 6(k) "Losses" means any and all losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses, reasonable out-of-pocket costs, interest, and penalties), settlements, equitable relief, judgments, damages, claims, demands, offsets, defenses, actions, or proceedings by whomsoever asserted.

- (l) **LIMITATION OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR COVER DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF PERSONAL PROPERTY, OR ANY OTHER SIMILAR DAMAGE OR LOSS.**
- (m) **WELLS FARGO DIGITAL SECURITY.**
 - (i) **Compliance With Wells Fargo's Standards.** You and your Personnel, will comply with all of Wells Fargo's requirements in relation to the security of the Wells Fargo facilities, computing environments and otherwise, including those requirements set forth in paragraph 5 of this Agreement entitled "INFORMATION SECURITY" and our Instructions and Procedures. For purposes of this Agreement, "Personnel" is defined as any of your employees, subcontractors, vendors or agents. This obligation includes the obligation of your Personnel, wherever located, to comply with the terms of this Agreement, our Instructions and Procedures, and any Wells Fargo security or information processing requirements as communicated to you by Wells Fargo. You will ensure such Personnel fully comply with all requirements set forth in this Agreement and are able to fully perform all requirements set forth herein. Wells Fargo's requirements may include, without limitation: (a) administrative, technical, and physical safeguards; (b) specific requirements set for and communicated in a policy or writing and provided by Wells Fargo to you including those that may be set forth from time to time in our Instructions and Procedures.
 - (ii) **System/Facilities Access.** You acknowledge and agree that Wells Fargo may require further agreements or clearances in the event you need access to certain Wells Fargo's systems or facilities. You represent and warrant that your access to Wells Fargo's computing environment: (a) will not result in an alteration or the disabling of any hardware or software security programs residing on Wells Fargo's hardware or systems, and (b) will not result in your allowing unauthorized traffic to pass through Wells Fargo's computing environment as a result of your access into Wells Fargo's networks. If you allow unauthorized traffic to pass into Wells Fargo's networks, Wells Fargo may immediately terminate this access and hold you accountable for any damages resulting from such access.
 - (iii) **Data Safeguards.** You acknowledge and agree that you have established and will maintain safeguards against the destruction, loss, alteration of, or unauthorized access to Wells Fargo's Confidential Information in your possession ("Data Safeguards"). In the event Wells Fargo asks you to make changes to your Data Safeguards, you will implement the Wells Fargo-requested changes to the Data Safeguards on the schedule mutually agreed upon by you and us. You agree that any Consumer Credit Card Account Application accessed by a consumer customer, except for Consumer Internet Applications as provide for in subparagraph 7(b)(ii) of this Agreement, may only be accessed at your Retail Location/s, or such other location as Wells Fargo may agree to in advance and in writing and which must be signed by us.
 - (iv) **Review of Control Standards:**
 - (a) You may not possess/maintain Wells Fargo's Confidential Information at a non-Wells Fargo site without express written consent of Wells Fargo, which may be withheld for any reason, provided Wells Fargo hereby consents to your possession and maintenance of Wells Fargo's Confidential Information relating to the Program in connection with this Agreement. You agree that you will not maintain Wells Fargo's Confidential Information in any electronic format and will limit input of Consumer Application information to Wells Fargo's provided systems, unless otherwise agreed to in writing by both parties through an amendment to this Agreement.
 - (b) ***You will not route or store Wells Fargo's Confidential Information, including Cardholder Account Information outside of the United States and you will not, in connection with routing, managing, or storing Wells Fargo's Confidential Information, utilize the services of any Personnel that originate or occur outside of the United States without the express written approval provided by our executive team in advance of any such use or routing, which may be withheld for any reason.***
 - (v) **Risk Assessments.**
 - (a) **Audits.** Wells Fargo reserves the right to conduct risk assessments, site audits, or other evaluations of the operations of Personnel for the purpose of ensuring a secure digital environment at any time, the nature of which and time frame of to be set forth in writing to you from time to time ("Compliance Assessments"), as determined by it in its sole discretion, and you agree that you and your Personnel will comply with such Compliance Assessments. All Compliance Assessments will be done using Wells Fargo's information security standards as the basis of evaluation and such Compliance Assessments may require site audits, or other risk evaluations of your systems or the systems of your Personnel.

- (b) Audits and Your Personnel. Personnel will cooperate in providing to Wells Fargo or its auditors (including any federal or regulatory auditors with jurisdiction over Wells Fargo's operations, specifically, the Office of the Comptroller of the Currency ("OCC")) any information reasonably requested by Wells Fargo or its auditors that is necessary or required for the verification of any element of any product or service used in connection with the Program by Personnel under this Agreement in accordance with the Law and the terms and conditions of this Agreement, provided that (1) such audits by Wells Fargo may only occur during normal business hours at the locations where Personnel perform any tasks relating to products or any service used in connection with the Program or retain records containing Wells Fargo's Confidential Information, and only after providing notice to you (not less than twenty-four hours notice), (2) such inspections will be conducted in a manner that is designed to minimize any adverse impact on normal business operations, (3) Wells Fargo will comply with all standard safety and security procedures of Personnel in conducting any such audits, and (4) any information accessed by Wells Fargo or its auditors in the performance of any such audit will be deemed to be your confidential information; however, the results of the audit are the property of Wells Fargo, or the auditor, as applicable.
- (c) Correcting for Identified Risks. If Wells Fargo identifies a critical control weakness or risk that could adversely impact your ability to perform under the terms and conditions of this Agreement, including a risk to Cardholder Account Information, Wells Fargo's ability to comply with the Law or your business continuity capabilities, Wells Fargo will promptly inform you in writing of such control weakness and reserves the right to immediately suspend processing until corrected of any Consumer Credit Card Applications, Invoices, or Credit Memos under the Program that may be compromised by such risk. You will have ten (10) business days to respond to such written notice, and thirty (30) days to remedy the weakness. Any such remediation must be independently verified to Wells Fargo's reasonable satisfaction by you, at your sole cost; this verification may be done by your own internal audit group if Wells Fargo agrees that such group is independent from the division or Personnel who provide the products or services used in connection with the Program, or may also be done by a third-party auditor that is reasonably acceptable to Wells Fargo.
- (vi) You will only provide Wells Fargo's Confidential Information to Personnel in accordance with paragraph 5 of this Agreement. Wells Fargo is an intended third-party beneficiary of any agreements entered into between you and Personnel to comply with paragraph 5 herein, and Wells Fargo has a direct right of action to enforce the terms and conditions of these agreements. You have established and will maintain commercially reasonable safeguards against the destruction, loss, alteration of, or unauthorized access to Wells Fargo's Confidential Information in the possession of Personnel, which safeguards will include policies for the disposal/destruction of any such data that are commensurate with the sensitivity of the materials to be disposed, in accordance with the terms of this subparagraph 6(m)(vii). You represent and warrant that you will take all steps necessary to ensure fulfillment of this obligation and will take all reasonable measures, including court proceedings, to restrain Personnel from unauthorized disclosure or use of Wells Fargo's Confidential Information. You acknowledge and agree that Wells Fargo's Confidential Information, in particular Cardholder Account Information, may, in accordance with Wells Fargo information security policies, require encryption and/or other information security controls when it is transmitted over a network, or is stored, processed or managed on equipment belonging to you and Personnel (including portable equipment such as laptops and other portable devices), whether this equipment is used at a Wells Fargo site or elsewhere, and you agree to conform to such encryption policies, pursuant to the terms of this subparagraph 6(m).
- (n) Equipment and Connections.
- (i) Computing Devices. You agree to take all commercially reasonable steps to protect all Computing Devices on which Wells Fargo's Confidential Information will be collected or stored from cybercrime or any other cyber-threats, including without limitation viruses, spyware, hacking, or data tampering. "Computing Device" means a desktop computer, laptop computer, or approved mobile device owned and maintained by you. Consumer customer owned devices are expressly excluded from this definition and must not be used under the Program except for those Consumer Credit Card Applications that are received by us in compliance with subparagraph 7(b)(ii) of this Agreement. You will maintain any Computing Device, utilized under the terms of this Agreement, in conjunction with Wells Fargo's security and fire-wall requirements for transmitting Wells Fargo's Confidential Information including Cardholder Account Information, as well as any other security requirements Wells Fargo may require with respect to computing software or mobile applications generally, and that Wells Fargo may communicate to you from time to time. Further, you agree to maintain all Computing Devices in such a way as to keep each one up to date and to enhance or remediate any security features and to maintain them such that all Computing Devices continue to be compatible with Wells Fargo's systems, requirements, and policies. If at any time any Wells Fargo owned or leased Computing Devices or software are used by you in connection with this Agreement, you agree that you have no right, title, or interest in the Wells Fargo owned or leased Computing Devices or software.
- (ii) Virus. You represent and warrant that: (A) the computing environment(s) used by Personnel are free from all generally-known viruses, worms, Trojans, and other "malware," and that Personnel have deployed commercially reasonable antivirus software; and (B) any software code written by Personnel or materials furnished by you to Wells Fargo will be free from: (1) any computer code or instructions that may disrupt, damage, or interfere with Wells Fargo's use of its computer and/or telecommunication facilities, e.g. malicious code, viruses, etc., and (2) devices capable of automatically or remotely stopping the code from operating (e.g. passwords, fuses, time bombs, etc.). Upon the discovery by you, or upon information Wells Fargo receives and shares with you of any threat to any Computing Devices by cybercrime or any other cyber-threats, including without limitation viruses, spyware, hacking, or data tampering, you agree to immediately take action to secure any and all affected Computing Devices or to disable any such Computing Devices and to provide Wells Fargo with all data and any other information regarding the threat to, or attack on, such Computing Device. Wells Fargo's review of data or information relating to your Computing Devices

and any related projects and tasks associated with such Computing Devices is strictly for Wells Fargo's purposes only and you may not rely on such review for any purpose other than to document your compliance with this Agreement.

- (iii) User Access Termination. Upon termination of this Agreement for any reason, you will, in the time frame and manner communicated by us in any Instructions and Procedures or other notice, terminate physical and electronic (e.g. logical) access to all Wells Fargo facilities and computer systems or networks to which Personnel may have access. In the case of a specific Personnel who is being removed or replaced, you will terminate such access within twenty-four (24) hours of the event giving rise to the need for termination.
 - (o) DIGITAL AND OTHER DATA COLLECTION. You further acknowledge and agree that you will not collect any Cardholder Account Information directly or otherwise from the information written or typed into the Consumer Credit Card Account Application, whether through a photocopy, any digital copy and paste functionality or through the use of any mobile platform application functionality or any other similar technology, and you will not seek to alter or adjust our Consumer Credit Card Account Application, whether in print or digital form in any way. You may, with full and transparent disclosure as to the purpose of such collection and upon receipt of the consumer customer's express consent, collect consumer customer information for your business purposes using other methods outside of and independent from any use of the Consumer Credit Card Account Application.
7. **PROGRAM PROCESSES (CONSUMER CREDIT CARD ACCOUNT APPLICATIONS AND INVOICES).**
- (a) PROCESSING CONSUMER CREDIT CARD ACCOUNT APPLICATIONS AND TRANSACTIONS.
 - (i) In connection with your processing of Consumer Credit Card Account Applications, Invoices, Credit Memos and authorizations, you acknowledge and agree you will: (A) follow all terms of this Agreement and our Instructions and Procedures in connection with any processing method made available to you pursuant to this subparagraph 7(a), (B) be responsible for providing each of your locations with the necessary equipment to allow you to process Consumer Credit Card Account Applications, Invoices, Credit Memos, and authorizations, and (C) be responsible for any and all costs to maintain the equipment needed for each such processing method and obtain any upgrades of such equipment which we may deem necessary for such processing method utilized. Upon making any of the processing methods listed in this subparagraph 7(a) available to you, we will provide you with access to the applicable Instructions and Procedures and provide you with further instructions regarding connecting with our systems.
 - (ii) CREDIT CONNECTIONS. Unless otherwise agreed upon by the parties, we will provide you with an Internet address to access and process Consumer Credit Card Account Applications, Invoices, Credit Memos, and authorizations (the "IPS"). The IPS will be an address on a commercial site on the World Wide Web portion of the Internet accessible by you but not accessible directly by consumers. The IPS will be owned, managed, and maintained by us. We retain the right, title and interest in and to the IPS and your rights to the IPS are limited to the express terms of this Agreement. We retain the option to determine in our sole discretion, to terminate any rights that you have to use the IPS.
 - (iii) We may elect to make other methods available to you for processing in any of the following: Consumer Credit Card Account Applications, Invoices, Credit Memos, or authorizations (collectively hereinafter "Alternate Processing Methods"). Such Alternate Processing Methods may include, but not be limited to: (A) using Verifone equipment, (B) using a voice response unit ("VRU") to transmit Consumer Credit Card Account Applications, receive credit decisions, and transmit requests for authorizations only, or (C) using your point of sale equipment via a system-to-system connection provided we have provided you the necessary record layout and format, information security requirements, and connectivity requirements to establish communication with us. Each party will be responsible for its own costs relative to any modifications or hardware necessary to implement such connection.
 - (iv) USE OF WELLS FARGO CREDIT CONNECT.
 - (A) The Wells Fargo Credit Connect or "WFCC" is a Wells Fargo application and transaction submission commercial site on the Internet that Wells Fargo may, at its sole discretion, make accessible, in whole or in part to you solely to be used with your Computing Devices. You acknowledge and agree that you are expressly prohibited from using a consumer customer owned computing device for purposes of the WFCC. You further acknowledge and agree that such site is only accessible directly to consumers through you at your Retail Locations or such other locations as agreed upon in writing between you and us. The WFCC will be owned, managed, and maintained by us. We retain the right, title and interest in and to the WFCC and your rights to the WFCC are limited to the express terms of this Agreement. We retain the option to determine in our sole discretion, to terminate any rights that you have to use the WFCC. You agree that in the event that any Computing Device you utilize is not directly supported by our WFCC, you will not use any such Computing Device to assist consumer customers in applying for Cards.
 - (B) You are responsible for providing each of your Retail Locations with the necessary equipment and Internet connectivity, including all Computing Devices to connect to the WFCC. Unless otherwise agreed upon by us in writing, you will be responsible for any and all costs to maintain such equipment, and any upgrades to such equipment, which we may deem necessary in our sole discretion. We may provide you with Instructions and Procedures from time to time that govern the use of Computing Devices including, without limitations, any security requirements we may have and additional instructions in how to process Consumer Credit Card Account Applications or transactions, if applicable, via the WFCC.
 - (C) You agree to take all precautions outlined in subparagraph 6(m) of this Agreement. In addition, you will maintain any Computing Device that utilizes the WFCC in conjunction with our security and firewall requirements for submitting Consumer Credit Card Account Applications and transactions to us, as well as any other security requirements we may require with respect to computing software or mobile applications generally, and that we may communicate to you from time to time.
 - (D) You further acknowledge and agree that you will not make available to consumer customers who apply for Cards using your Computing Devices any information or material that (1) is false or misleading; (2) discriminates against a legally protected class of persons; (3) is directed toward minors; (4) is harassing, libelous, threatening, obscene,

defamatory, would violate the intellectual property rights of any party, or is otherwise unlawful; (5) would give rise to civil liability; or (6) constitutes or encourages conduct that could constitute a criminal offense under any applicable Law or regulation. You will submit all proposed advertising, sale promotions, and other material that will appear on your Computing Devices in which the Program covered by the Agreement is mentioned or language is used from which the Program covered by the Agreement may be inferred or implied in accordance with the requirements set forth in subparagraph 6(e) of this Agreement.

- (E) In the event that Cardholder records (e.g. Invoices, Credit Memos) flow through the WFCC for purposes of providing a consumer customer with a more convenient paperless consumer customer experience, including any Consumer Credit Card Account Applications and transactions, such records are subject to retention of the original documentation evidencing each Consumer Credit Card Account Application and transaction in a secure and orderly manner in accordance with our Instructions and Procedures and as set forth in subparagraph 6(b) of this Agreement unless such Consumer Credit Card Account Application or transaction is originated and maintained by us and we provide you with advance written notice that such record keeping will be handled by us.
 - (F) The WFCC may be temporarily unavailable from time to time without notice for reasons which may include, but not be limited to, system changes, hardware or software updates, or power outages. In addition, we may, in our sole discretion, permanently terminate the availability of the WFCC at any time in the event we determine, in our sole discretion, that the WFCC is being utilized in a manner contrary to the terms of this Agreement.
 - (G) As it relates to the consumer customers, your Computing Devices and the WFCC, you acknowledge and agree that you will not require any consumer customer who objects to apply using this process or the WFCC and upon such request you will provide them with an alternative option to applying for a Card. You will ensure that the Consumer Credit Card Account Application is administered in accordance with our Instructions and Procedures and all applicable Laws.
 - (v) Notwithstanding anything to the contrary in this paragraph 7, processing may be temporarily unavailable from time to time without notice to you for reasons which may include but not be limited to, system changes, hardware or software updates, or power outages.
- (b) **NEW CONSUMER CUSTOMER ACCOUNTS.**
- (i) **RETAIL LOCATIONS.** If a person wants to apply for an Account, you will:
 - (A) give the person the current version of the Credit Card Agreement, the Initial Disclosures, and any other documentation we may reasonably request;
 - (B) collect the Consumer Credit Card Account Application information in accordance with this Agreement and our Instructions and Procedures;
 - (C) obtain the applicant(s) legal signature, in a form and manner prescribed by us in our Instructions and Procedures, that acknowledges their receipt of the Initial Disclosures, the Credit Card Agreement and applying for an Account; and process the Consumer Credit Card Account Applications in accordance with this Agreement and our Instructions and Procedures.
 - (D) In the event we allow you to utilize an approved method of taking Consumer Credit Card Account Applications using an in-person, oral application process using a modified Consumer Credit Card Account Application, you will ensure each Consumer Credit Card Account Application collected through such oral process is taken in accordance with our Instructions and Procedures and retained as set forth in subparagraph 6(b)(i) of this Agreement.
 - (E) Retention of Consumer Credit Card Account Applications and any related documentation will be handled as follows:
 - (1) When using a paper Consumer Credit Card Account Application, deliver to us the original, physical Consumer Credit Card Account Application portion of the Credit Card Agreement (including Consumer Credit Card Account Applications that are declined by us) in accordance with subparagraph 6(b)(i)(A).
 - (2) You acknowledge and agree that you will use our Consumer Credit Card Account Applications, forms, disclosures, and other related documents and any other Program elements solely to administer this Program. You further agree that you will not share Cardholder Account Information with any other third-party financing company.
 - (ii) **CONSUMER INTERNET APPLICATIONS.** If we determine, in our sole discretion, that we will provide you with the ability to allow consumers to apply for credit over the Internet from a link maintained on your website, the following subparagraphs 7(b)(ii)(A)-(C) will apply.
 - (A) **OWNERSHIP OF THE CONSUMER INTERNET APPLICATION.** The “Consumer Internet Application” will be a commercial site on the World Wide Web portion of the Internet, accessible by consumers that will provide a means for consumers to apply for a Card. The Consumer Internet Application site will be owned, managed, and maintained by us. We retain all right, title and interest in and to the Consumer Internet Application site and your right to the Consumer Internet Application site is limited to the express terms of this Agreement. No other right to the Consumer Internet Application site, express or implied, is granted to you by virtue of this Agreement. A Consumer Credit Card Account Application submitted to us using the Consumer Internet Application site will be considered to be a “Consumer Credit Card Account Application” to us for purposes of this Agreement. A signature in electronic form (and in compliance with the E-Sign Act) will be considered a “signature” for purposes of this Agreement, and a document signed with a signature in electronic form (and in compliance with the E-Sign Act) will be considered to be “signed” for purposes of this Agreement.
 - (B) **REQUIREMENTS FOR YOUR WEBSITE:**
 - (1) You will establish and maintain a link on the home page or appropriate pages relating to financial services of your website by which a visitor may access the Consumer Internet Application site.

- (2) You will not make available on your website any information or material that:
 - (aa) is false or misleading;
 - (bb) discriminates against a legally protected class of persons;
 - (cc) is directed toward minors;
 - (dd) is harassing, libelous, threatening, obscene, defamatory, would violate the intellectual property rights of any party, or is otherwise unlawful;
 - (ee) would give rise to civil liability; or
 - (ff) constitutes or encourages conduct that could constitute a criminal offense under any applicable Law.
- (3) You will submit to us, at our request, at the address we designate, all proposed advertising, sale promotions, and other material that will appear on your website in which the Program covered by this Agreement in accordance with subparagraph 6(e) of this Agreement.
- (4) You will submit to us, at our request, at the address we designate, all proposed major changes to your website in content or links to other websites and will not make such changes if we object.
- (C) AVAILABILITY OF THE INTERNET APPLICATION SITE. The Consumer Internet Application site may be temporarily unavailable from time to time without notice to you. In addition, we may, in our sole discretion, permanently terminate the availability of the Consumer Internet Application site at any time. Upon request or upon termination of this Agreement, you will remove the link and any other references to this Program from your website.
- (iii) Notwithstanding, anything to the contrary in this subparagraph 7(b), Wells Fargo reserves the right, in its sole discretion, to:
 - (A) make changes to how Consumer Credit Card Account Applications are processed;
 - (B) redesign the Consumer Credit Card Account Applications and the Credit Card Agreement as we deem necessary or appropriate; and
 - (C) update our Instructions and Procedures regarding the collection of, transmittal and retention of Consumer Credit Card Account Applications. In the event we do so, you agree to collect, process, store, and remit such Consumer Credit Card Account Applications in accordance with the Instructions and Procedures which we provide to you from time to time.
- (c) TRANSACTIONS AND PROCEDURES.
 - (i) PRESENT CARD. The Cardholder must present a valid Card at the time of sale unless the transaction is covered under subparagraph 7(d) of this Agreement or the Account was established at the time of purchase.
 - (ii) INVOICE. Card sales will be evidenced by Invoices in a form approved by us. The Invoice must be legibly completed by you in accordance with this Agreement and our Instructions and Procedures. In the event that we approve a form of Invoice supplied by you and you subsequently make revisions to such Invoice form, you agree to resubmit such Invoice to us for re-approval prior to using such revised form.
 - (iii) AUTHORIZATION. If we so require, you will contact our authorization center in accordance with this Agreement and our Instructions and Procedures. Authorization numbers are valid for ninety (90) days unless we otherwise inform you that we are cancelling the authorization prior to the end of the ninety (90) day period. If an authorization expires before Products are delivered, you will submit a new request for authorization. We may change the length of time an authorization number is valid by advising you in writing including updating the Instructions and Procedures.
 - (iv) SINGLE TRANSACTION. You will include all Products purchased in any given transaction in the total amount(s) on any Invoice(s) submitted to us in connection with said transaction and you will not submit, sell, or assign any part of that transaction to any other creditor for purchase. You will not submit Invoices to us if the purchase of an individual Product has been split into two Invoices.
 - (v) SIGNATURE. You will require the Cardholder to sign the Invoice for all sales made in your presence.
 - (vi) COPY TO CARDHOLDER. You will provide a copy of the completed Invoice to the Cardholder at the time of the sale if the sale is made in your presence.
 - (vii) DOWN PAYMENTS. If less than the full amount of any transaction is covered by an Invoice, you will obtain payment in full by cash, check, or major credit card for the remaining balance due at the time the transaction is consummated. We will not finance down payments or deposits on an Account.
 - (viii) NO EXTRA CHARGE FOR CARD SALES. You will not discriminate against Cardholders by adding an extra or special charge to the normal price of the Products when a sale is a Card sale.
 - (ix) CONSUMER PURCHASES ONLY. Card purchases must be for personal, family, or household purposes.
 - (x) DELIVERY OF PRODUCTS. Products purchased by a Cardholder that are being shipped or delivered must be shipped or delivered to a Cardholder's residence unless shipment or delivery to another location is authorized by the Cardholder and approved by us. Notwithstanding the immediate preceding sentence, you acknowledge and agree that Products purchased with Cards must not be shipped to (A) any address designated as a Post Office Box; (B) any warehouse or storage facility; (C) any dockyard or shipping/freight facility; or (D) any address outside of the United States.
 - (xi) CARD SALES VIA THE INTERNET. No Card sales may be originated under this Agreement via the Internet on a website of yours without our prior written consent, which will include the execution of an amendment to this Agreement.
 - (xii) NO CASH ADVANCES. Cash advances by you to a Cardholder may not be charged to an Account under any circumstances. No cash may be given to a Cardholder by you in connection with any Card transaction.
- (d) PURCHASES WITHOUT CARD. If you make a Card sale to a Cardholder at a Retail Location but the Cardholder does not have his or her Card with him or her, you will confirm the Cardholder's identity, then confirm that you have the proper Account Number and otherwise process the transaction using normal procedures.

(e) **PRESENTMENT OF INVOICES.**

- (i) You will present Invoices to us in accordance with this Agreement and our Instructions and Procedures.
- (ii) Invoices must only be presented to us after the transaction is completed. You agree to make every reasonable effort to electronically present these Invoices to us within three (3) days of the transaction completion date, unless it is temporarily impractical to do so, at which time you will have fifteen (15) days after the date the transaction was completed to present the Invoice electronically or physically to us. For the purposes of this Agreement, a transaction is completed after you have performed all of your obligations to the Cardholder in connection with each Invoice, including, but not limited to, the delivery of purchased Products to the Cardholder, the performance of any service purchased by the Cardholder, or both as required. You will retain all Invoices in accordance with the requirements set forth in subparagraph 6(b)(i) of this Agreement. If we request the original, physical Invoice for any Invoice presented to us electronically or via facsimile, or any document referred to in an Invoice, you will deliver it to us in a manner and time period as communicated by us to you. If we request, you will execute a separate assignment of any Invoice and we are authorized to place your endorsement on any Invoice or any check or similar instrument related to an Invoice at any time. Payment for an Invoice will not constitute a waiver by us of any of our rights. All figures are subject to final audit and checking by us.
- (iii) You will allow us to conduct regular audits of the Invoices retained by you as governed by and set forth in subparagraph 6(b)(i) of this Agreement.
- (iv) In the event your retention of the Invoices accepted by us is determined by us to be contrary to any Law, or is objected to by any federal, state or local regulatory authority, you agree to deliver all such Invoices within thirty (30) days of the date of our notice or such other time as required by any Law, regulatory authority, or court.
- (v) You agree not to present Invoices that you know or should have known to be either fraudulent or not authorized by the Cardholder.

(f) **REFUNDS AND EXCHANGES.** You agree to establish and maintain a fair and uniform policy for any combination of an exchange, cancellation, or return of Products sold under Card sales and to give credit upon each such return, but never in cash and only by issuance of a Credit Memo in a form approved by us. Such Credit Memos will be for the full purchase price of the Products returned plus all related fees and taxes. You will provide notification to the Cardholder in the form of a copy of the Credit Memo. You will present all Credit Memos to us in accordance with the terms of this Agreement and our Instructions and Procedures. You will sign and retain each original, physical Credit Memo as set forth in subparagraph 6(b)(i) of this Agreement. If we request the original, physical Credit Memo for any Credit Memo presented to us, you will deliver it to us within seven (7) days after receiving the request. You will pay us the amount of any Credit Memo on demand, or we may at our option deduct the amount of any Credit Memo, returns or adjustments from the amount we owe to you for Invoices presented to us. In the event you present the Credit Memo to us more than sixty (60) days after the date of any Invoice presented to us, or such different time as we may notify you, in writing, you will continue to be obligated for the amount of any discount rate to the purchase price, and we will not be required to refund the amount of any discount rate withheld by us in connection with any such Credit Memo.

(g) **COLLECTIONS.** We have the sole right to collect or receive payments on Invoices presented to us unless they are rejected or revoked by us. You agree not to attempt to collect or accept any payments that we have the right to receive. You authorize us to do every act and thing necessary to collect and discharge Credit Card Agreements, including the right to endorse any check or draft payable to you in connection with such Credit Card Agreements, and Invoices. In addition, to the extent allowable under the applicable Laws, you agree that we are entitled to claim any sales tax refunds or deductions resulting from bad debt losses charged off by us on all Accounts, whether currently in existence or created in the future, and you irrevocably relinquish and assign to us any right, title and interest in all refunds, deductions or credits of sales or use, gross receipts, transaction privilege, or other taxes with respect to all Accounts. You hereby authorize us to do every act and thing necessary to collect such tax refunds, deductions or credits, and you agree to assist us in doing so to the extent we may so reasonably request.

8. PAYMENTS UNDER THE PROGRAM.

(a) **PAYMENT BY US.** We will pay you the net amount of all Invoices less applicable discount rate and the amount of all Credit Memos presented to us by you in accordance with our Instructions and Procedures and accepted by us during the period. We may also deduct any revoked Invoices, Administrative Fees, and any other amounts you owe us under this Agreement and any other contractual arrangement you may have with us should such amounts not be paid by you as agreed. We will pay you by automatic deposit through the Automated Clearing House (ACH) or by any other method that we notify you of and choose to use. We will initiate an automatic deposit or otherwise initiate the payment within a reasonable time after the Invoices and Credit Memos are presented, provided, however, that we reserve the right to periodically audit transactions before funding, or if we reasonably believe that you are insolvent or may be in default under any provision of this Agreement, we reserve the right to audit all transactions prior to funding. Any such auditing of transactions may delay funding. Any payment made by us to you will not be final but will be subject to subsequent review and verification by us.

(b) **PAYMENT BY YOU.** You agree to pay us the discount rates and Administrative Fees as set forth in writing by us from time to time (a "Price Sheet"). The discount rate may vary depending on the terms of the purchase, the date of the purchase, or any other variable set by us including any promotional offers, such as volume rebates as disclosed in the Price Sheet that we provide you. The discount rate used for an Invoice will be the discount rate in effect on the date we accept the Invoice and is subject to change upon written notice to you. Administrative Fees will be assessed each month in an amount to be disclosed on the Price Sheet and will be subject to change at any time upon written notice to you. You also agree to pay us for any Credit Memos presented, any Invoices we revoke and any other amounts you owe us under this Agreement and any other contractual arrangement you may have with us. Discount rates and Credit Memos will be collected as outlined in subparagraph 8(a) above provided you presented Invoices sufficient to cover the amount of the discount rates and Credit Memos. You authorize us to initiate a debit entry for Administrative Fees as governed by subparagraph 8(c) below. You

also authorize us to initiate a debit entry for any Credit Memos, discount rates and any other amount you owe us under this Agreement and any other contractual arrangement you may have with us as governed by subparagraph 8(c) below in the event such amounts are not paid to us as provided for under this Agreement.

- (c) **AUTHORIZATION FOR AUTOMATIC DIRECT DEPOSITS (ACH CREDITS) AND DIRECT DEBITS (ACH DEBITS).**
- (i) You authorize us to initiate credit entries for amounts that we may owe you. You authorize us to initiate debit entries for any credit entries in error or any time the amount you owe us under this Agreement and any other contractual arrangement you may have with us or is more than the amount we owe you. Such credit and debit entries will be to the bank account identified on the Application. Both parties acknowledge that the origination of ACH transactions described herein must comply with the provisions of U.S. Law and NACHA rules.
 - (ii) The authorizations set forth in subparagraph 8(c)(i) above will remain in effect until the date on which no balances remain on Accounts. We agree to comply with written notifications from an authorized representative of yours, which alter your bank account information (i.e. name and address of bank or financial institution, transit/ABA number or account number), provided, however, that we receive such notification in a time and manner sufficient to give us and the bank or other financial institution reasonable opportunity to act on it.
- (d) **RIGHT TO REJECT OR REVOKE ACCEPTANCE.**
- (i) We may reject, or having accepted, may revoke acceptance of any Invoice presented by you:
 - (A) if you do not retain or deliver, as required, the original, physical Consumer Credit Card Account Application, Invoice, or any document referred to in the Invoice to us as required by this Agreement;
 - (B) if the Consumer Credit Card Account Application and Invoice are not in all respects legible, completed, and as represented, warranted, and agreed in this Agreement;
 - (C) if the purchase was made under subparagraph 7(d), and the Cardholder denies that he authorized the purchase;
 - (D) if:
 - (1) the Products have been returned,
 - (2) the Products have not been accepted by the Cardholder or not delivered or performed by you as agreed, this includes but is not limited to, transactions where you have presented us the Invoice prior to the Products being delivered (including installation, if applicable) and the Cardholder refuses to accept delivery of the Products or where the Cardholder cancels the transaction without accepting delivery of the Product(s),
 - (3) you have presented the Invoice to us in violation of our Instructions and Procedures,
 - (4) there is any dispute, claim, or defense asserted by the Cardholder,
 - (5) the Invoice is not valid and legally enforceable according to its terms,
 - (6) the authorization number for the Invoice is expired at the time the Invoice is presented,
 - (7) there has been any allegation of negligence, fraud, or dishonesty by you or any of your employees, or
 - (8) fees were charged to the Cardholder for the use of the Card (e.g., financing fees);
 - (E) if we reasonably believe, in our sole discretion, that you may be unable or unwilling to satisfy your obligations under the terms of this Agreement; or
 - (F) if you have breached any representation or warranty or are in default under any term of this Agreement, we may reject, or having accepted, may revoke acceptance of any and all Invoices presented, whether or not previously authorized or approved by us. We may continue to reject any and all Invoices presented until you have cured any breach of warranty or any default under this Agreement.
 - (ii) Notwithstanding subparagraph 9(a)(i), you agree that you are responsible for all transaction(s) that we deem, in our sole discretion, to be fraudulent and that we may reject or revoke acceptance of any Invoice containing such transactions.
 - (iii) If we revoke acceptance of any Invoice, you will pay us on demand the amount of the Invoice affected plus any finance charges related to the Invoice under the Credit Card Agreement with us. If we reject any Invoice, we will not pay for said Invoice. You also agree to indemnify us against any and all liability, loss, claims, or demands arising in connection with any Invoice we reject or for which we revoke acceptance, including reasonable attorney's fees. In the event that we reject an Invoice from you, or in the event that we revoke acceptance of an Invoice from you, you agree to abide by the terms of the Agreement signed by the consumer customer and you agree that to the extent you owe us money pursuant to this subparagraph 8(d), we may deduct such amounts as provided in subparagraph 8(c).
- (e) **SUSPENSION OF PROCESSING.** If you fail or refuse to pay any amounts owed to us under this Agreement after our demand, if we suspect fraud by anyone associated with your business, or if you are otherwise in breach of any covenant in this Agreement including but not limited to the requirements of subparagraph 6(c) above, we may cease authorization for and the funding or acceptance of any Invoices and cease the processing of Consumer Credit Card Account Applications.
- (f) **RESERVE.** If we determine, in our sole discretion, that any of the following conditions set forth in subparagraphs 8(f)(i)-(vii) exist, then you will pay us upon demand, or we may withhold from any amounts we owe you for Invoices presented us, or we may debit your bank account an amount we deem necessary to fund a reserve ("Reserve Account"):
- (i) Your financial condition has deteriorated;
 - (ii) you have failed to comply with the provisions of any Laws or you have failed to provide adequate training of your employees for use of the Program as set forth in subparagraph 6(c) above;
 - (iii) you are in breach of this Agreement;
 - (iv) we experience unusual levels of Cardholder disputes, complaints, or other repurchase obligations of yours under the Program;
 - (v) the number of Invoices or Credit Memos presented to us is substantially different from historical trends;
 - (vi) we have become aware of some other fact, event, or circumstance related to the Program which leads us to establish a reserve fund; or
 - (vii) if a notice of termination has been provided by one party to the other in connection with this Agreement.

We may charge to the Reserve Account any amount you owe us, including but not limited to amounts owed under this Agreement. Your obligations to us will not be limited by the amount held in the Reserve Account. The Reserve Account does not excuse you from paying us any amount you would otherwise owe us. We will be the sole account holder of the Reserve Account and any interest that accrues thereon. We will return to you any amount remaining in the Reserve Account when we determine a Reserve Account is no longer necessary, provided, however, the refund will be no later than two (2) years from the effective termination date of this Agreement.

9. REPRESENTATIONS AND WARRANTIES.

- (a) As to each Consumer Credit Card Account Application, Credit Card Agreement, and Invoice presented or delivered to us, and the transaction it evidences, you represent and warrant to us the following:
- (i) that you have verified the identity of the consumer customer and that the consumer customer was of legal age and competent to open an Account at the time of the execution of the Consumer Credit Card Account Application, and/or the Credit Card Agreement, and that the Consumer Credit Card Account Application, Invoice, and Credit Card Agreement are bona fide and were actually made and agreed to by each person identified as an applicant or Cardholder;
 - (ii) that the Products which are the subject of the Credit Card Agreement and Invoice are truly and accurately described therein, are fit and merchantable for their intended purpose, have been or will be delivered into the possession of the Cardholder and any services so described have been or will be performed, and that all installation (if applicable) has been or will be completed in a proper and workmanlike manner to the Cardholder's complete satisfaction;
 - (iii) that the amount recited in the Invoice as having been received upon the signing thereof as part of the purchase price of the Products, was actually paid in cash, by Products received in trade, or a combination of cash and trade, at no more than its actual cash value, and that the amount owed upon the Invoice at the time of its execution is correctly stated therein;
 - (iv) that you have full and complete title to the Products, if any, subject only to the rights of the consumer customer which exist by virtue of the Credit Card Agreement and the Invoice;
 - (v) that the Invoice represents a bona fide sale of only Products in the ordinary course of business for the total sale price, and that you have performed your obligations to the Cardholder in connection with the transaction evidenced by the Invoice;
 - (vi) that the transaction involves no advance of cash and no transaction other than that described in the Invoice;
 - (vii) that the transaction is, in all respects, in compliance with all Instructions and Procedures, this Agreement, and all Laws governing the same;
 - (viii) that the Consumer Credit Card Account Application, Credit Card Agreement, and the Initial Disclosures given to the consumer customer were the most recently provided versions available and a true completed copy of the Invoice was given to the Cardholder at the time of the transaction;
 - (ix) that you have no knowledge or notice of any facts, events, issues, or circumstances that would impair enforceability or collection of the Credit Card Agreement or Invoice as against the named Cardholder;
 - (x) that you have properly and fully completed all forms pursuant to our Instructions and Procedures, and that the Credit Card Agreement and Invoice are legally enforceable according to their terms; and
 - (xi) that you fully acknowledge and agree that you will honor a Cardholder's right of cancellation or rescission including any rights a Cardholder may exercise after the Product is delivered, any service or work is completed, and the transaction has been funded by us. You further represent and warrant that you have the right to present the Invoice to us, and that there are no liens, mortgages, encumbrances, or security interests upon the Invoice or the rights evidenced by the Invoice;
 - (xii) that there are no present or future unvested or unrecorded rights that could give rise to a mechanic's, materialman's, or laborer's lien;
 - (xiii) that the Cardholder has no claim or defense to payment of any amount reflected on the Invoice based upon materials or workmanship or any act or omission of you, your employees, contractors, laborers, or representatives;
 - (xiv) that you have not taken a Consumer Credit Card Account Application for an Account via telephone including an application taken by a call center unless otherwise agreed in a separate writing by the parties which will include an amendment to this Agreement;
 - (xv) that the consumer customer identified on the documents that you have submitted to us is not a principal, officer, director, manager, owner, or employee of your business; and
 - (xvi) you represent and warrant to us as to each Invoice presented or delivered to us, and the transaction it evidences, that the Invoice is presented or delivered as governed by subparagraph 7(e) or as otherwise set forth in this Agreement.
- (b) As to all transactions involving your consumer customers, you represent and warrant to us the following:
- (i) that when you offer any financing promotions under the Program, you will ensure all consumer customers purchasing like or similar Products of similar cost have equal access to such promotions;
 - (ii) that you have complied with the provisions of all Laws, including but not limited to Laws governing your profession and your business practices, all Consumer Protection Laws including the Fair Credit Reporting Act, all applicable fair lending laws and regulations, the Federal Truth and Lending Act, the Federal Equal Credit Opportunity Act, as amended, the federal Unfair, Deceptive, or Abusive Acts and Practices regulations, all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to any individual;
 - (iii) that you will comply with all applicable Laws related to servicing and collecting any Account returned to you;
 - (iv) that with respect to all advertising and marketing of Products, financing, or both, you, your employees, your subcontractors, your assigns, and/or your agents have, in all respects, complied with:
 - (A) this Agreement,
 - (B) standards that we may communicate to you at our option and for our sole benefit from time to time, and

- (C) all applicable Laws, including but not limited to, all Laws governing your business, advertising, home improvement and door-to-door sales, (if applicable), and adherence to all related licensing, registration, documentation disclosure requirements, and any other such requirements as set forth by Law;
- (v) that you have not charged a cash advance or any other transaction to an Account for any cash that you have given the consumer customer;
- (vi) that you have not charged a restocking fee or any other fee that we may in our sole discretion identify as prohibited to an Account (e.g. financing fee);
- (vii) that you will not offer cash back programs or vouchers in conjunction with purchases made by Cardholders;
- (viii) that you will comply with the requirements of subparagraph 6(h) above and you will not offer extended product warranties and service agreements underwritten by you or an Affiliate of yours in conjunction with purchases made by Cardholders without our prior written approval and you will provide us with information regarding other third-party extended product warranties and service agreements that are financed in connection with our Program. All of the representations and warranties set forth in this Agreement still apply to any approved extended warranties. Any approved extended warranty will be treated as any other sales transaction under this Agreement;
- (ix) that you will comply with all obligations under any extended product warranty or service agreement, whether underwritten by you, an Affiliate or a third party, provided or sold to the Cardholder by you;
- (x) that there have been no representations or warranties made to the Cardholder other than warranties approved in compliance with subparagraph 9(b)(viii) above or a third party's or manufacturer's standard warranties and in the event a manufacturer or third party breaches a standard warranty, you will cure the breach within thirty (30) days of notice of such breach;
- (xi) that you have not increased the purchase price of any Product or added any additional fee for financing to the Cardholder to any Invoice;
- (xii) that you have not taken any adverse action against an applicant or consumer customer because the applicant or consumer customer is a member of a protected class, as defined by applicable Law, or because the applicant or consumer customer has chosen to use credit to finance the purchase, nor have you engaged in any practice that has an impermissible negative impact on members of such protected class or consumer customer that has chosen to use credit to finance the purchase;
- (xiii) that you, your employees, your subcontractors, your assigns, and your agents do not have liens, mortgages, encumbrances, or security interests in a Cardholder's property as a result of a Cardholder's Products purchased with the Card;
- (xiv) that your use of our forms, disclosures, and other related documents and any other Program elements is solely to be used for your administration of and participation in this Program and that you will not use such forms in connection with any other financing program or consumer transaction;
- (c) You agree that if any representation or warranty is breached or if a Cardholder asserts any claim or defense arising out of any Consumer Credit Card Account Application, Credit Card Agreement, Invoice, or transaction evidenced by any Consumer Credit Card Account Application, Credit Card Agreement, or Invoice or cancels any transaction evidenced by any Consumer Credit Card Account Application, Credit Card Agreement, or Invoice, you will pay us on demand the amount of any Invoice or Account affected plus any finance charges related to the Invoice or Account under the Credit Card Agreement with us. You also agree to reimburse, indemnify, and hold us harmless for any and all breaches of representations, warranties, damages and costs, including attorney's fees, which we may sustain as a result of any such event. We may at our option deduct any amount you owe us pursuant to this paragraph or any other provision of this Agreement from any amount we may owe you.
- (d) You acknowledge and agree that "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG ("Restricted Transactions") issued thereunder are prohibited from being processed through any relationship between you and us, or through any consumer customer account. You represent and warrant that you will not submit such Restricted Transactions for processing through any relationship between you and us, or through any consumer customer account. In the event we identify a suspected Restricted Transaction, we may block or otherwise prevent or prohibit such transaction, we may close the Account or end the relationship, and we may seek any other remedies available to us under this Agreement or otherwise.
- (e) You represent and warrant that:
 - (i) prior to the execution of this Agreement that you have fully and accurately disclosed to us in writing your full legal business name, any names under which you do business as, your Tax-payer Identification Number and the Taxpayer Identification Number of any other entities from which you will be submitting Consumer Credit Card Account Applications, Invoices, and any other transactions to us under this Agreement; and
 - (ii) the execution of this Agreement is within your power, has been duly authorized by all necessary corporate, partnership, or other action and does not contravene any government or contractual restriction on you. You are a business entity duly organized, validly existing and in good standing under applicable Laws, with full legal power and authority to conduct your business and to perform all your obligations under this Agreement.
 - (iii) the execution of this Agreement does not constitute a breach or violation of any other obligation of yours or any other agreement to which you are party.
 - (iv) you are, and throughout the term of this Agreement will remain, duly authorized and properly licensed (including any required professional licenses) under all applicable Laws to transact business as presently conducted, and to fully perform your obligations under this Agreement.
- (f) If you learned of our Program through a manufacturer or trade group and have enrolled in the Program as a result of such a relationship, that you continue to be associated with the manufacturer or trade group and that you will promptly notify us in the event you cease to be associated with such manufacturer or trade group.

- (g) You represent that you are the exclusive owner of the Licensed Trademarks (as defined in paragraph 11 of this Agreement) or, that if you do not own the Licensed Trademarks, that your licenses to use the Licensed Trademarks include the power to grant us a sublicense to use the Licensed Trademarks in connection with the Program.

10. TERM AND TERMINATION.

- (a) **TERM.** This Agreement will be effective on the date this Agreement becomes effective pursuant to paragraph 2 above and will remain effective until one party gives the other party written notice of its decision to terminate this Agreement. Provided, however, we may terminate this Agreement without notice to you if you breach this Agreement, are subject to a high level of fraud, as determined by us at our sole discretion, or if you fail to submit Invoices and/or Consumer Credit Card Account Applications to us in any consecutive six-month time period.
- (b) **EFFECT OF TERMINATION.** Notwithstanding termination of this Agreement, the provisions of this Agreement will continue in force as to all Consumer Credit Card Account Applications or Invoices accepted or approved by us, provided, however, that if an authorization number for an Invoice is no longer valid under subparagraph 7(c), we will not be obligated to accept such Invoice. In the event that we have provided any equipment to you in connection with this Program, you agree to return such equipment to us upon termination of this Agreement. In addition, upon notice of termination, we will provide you with modified requirements for processing transactions with us during the wind down of the Program.
- (c) **REMEDIES UPON DEFAULT.** In the event of breach by either party, the non-breaching party will be entitled to exercise any and all rights and remedies as are available to it at Law or in equity. The non-breaching party may exercise remedies concurrently or separately, and the exercise of one remedy will not be deemed either an election of such remedy or a preclusion of the right to exercise any other remedy.

11. USE OF MARKS.

- (a) For the sole purpose of (1) identifying you as a participant in the Program; (2) administering and operating the Program; and (3) promoting the Program and Wells Fargo's related products and services to Cardholders, you hereby grant Wells Fargo a nonexclusive right and license to use, reproduce, and publicly display any and all trademarks, trade names, logos, symbols, and designs appurtenant to your business, (the "Licensed Trademarks"), including the right to sublicense to third party vendors for the purposes of creating any and all materials for the execution and administration of this Program, subject to all specified requirements of you with respect to the proper use of the Licensed Trademarks. Wells Fargo agrees not to alter, change, or otherwise modify such Licensed Trademarks in any manner, or use them in combination with any other words or symbols without your prior approval. The license granted hereunder is binding upon and inures to the benefit of the grantor's successors and assigns.
- (b) You acknowledge and agree that if there is any claim against you or Wells Fargo, that the Licensed Trademarks or any modifications thereof, as authorized by you, infringe the rights of another party, you will, at your own expense, defend Wells Fargo's right to use of the Licensed Trademarks as authorized under this Agreement. In the event any such claim is resolved adversely to you or Wells Fargo, or in the event you agree to discontinue the use of any subject mark(s) included in or connected to the Licensed Trademarks in order to resolve any such claim, which you shall have the right to do in your sole discretion, then you agree to indemnify Wells Fargo against any expenses Wells Fargo incurs in discontinuing use of the Licensed Trademarks and adopting use of alternative non-infringing marks. You further agree to indemnify Wells Fargo against all liabilities Wells Fargo incurs to third parties (including, without limitation damage awards obtained by such third parties against Wells Fargo), together with Wells Fargo's reasonable costs of defending against such liabilities (including reasonable attorney fees), arising from Wells Fargo's use of the Licensed Trademarks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by you, Wells Fargo agrees to immediately discontinue the use of any Licensed Trademarks where there has been a claim of infringement and the claim has been resolved adversely to you or Wells Fargo, or where you agree to discontinue use of the Licensed Trademarks in order to resolve the claim.
- (c) Upon the termination or expiration of this Agreement, Wells Fargo agrees to cease all use of the Licensed Trademarks provided that Wells Fargo may continue to use such Licensed Trademarks applicable to Wells Fargo's use, reproduction, and display of the Licensed Trademarks on Cardholder billing statements and communications with Cardholders related to Accounts until no further amounts remain outstanding on such Accounts.
- (d) **Right to Use Wells Fargo Materials.** During the term of this Agreement, Wells Fargo hereby grants to you a non-exclusive, nontransferable, right to use materials created or provided by Wells Fargo to you, for use in connection with the Program and any other materials that are copyrighted or capable of being copyrighted by Wells Fargo ("Wells Fargo Provided Materials"), subject to the terms and conditions of this Agreement, including the following.
- (i) Dealer may not modify, change, alter, delete from, or add to Wells Fargo Provided Materials, including but not limited, to any change in text, graphics, color, size, or position;
 - (ii) Dealer will not use or disclose the Wells Fargo Provided Materials, in whole or in part, for the purpose of offering a product that competes with Wells Fargo;
 - (iii) Dealer will use the Wells Fargo Provided Materials in the manner specified by Wells Fargo or as otherwise agreed to by the parties in writing;
 - (iv) Wells Fargo retains all right, title and interest in and to the Wells Fargo Provided Materials. The Wells Fargo Provided Materials are the sole property of Wells Fargo and any and all uses by you of the Wells Fargo Provided Materials will inure to the benefit of Wells Fargo. Any rights to the Wells Fargo Provided Materials are limited to the express terms of the license in this paragraph 11;
 - (v) Dealer will not take steps that would cause one to believe that materials created or provided by you ("Dealer Provided Materials") were created or provided by Wells Fargo or that Wells Fargo endorses the Dealer Provided Materials; and
 - (vi) Wells Fargo will at all times be the sole and exclusive owner of all such Wells Fargo Provided Materials. No other rights to the Wells Fargo Provided Materials, express or implied, are granted by virtue of this Agreement.
 - (vii) Dealer will not utilize the Wells Fargo Trademarks in any way other than what is set forth in the Wells Fargo Provided Materials.

12. OTHER PROVISIONS.

- (a) **SURVIVAL CLAUSE.** All rights and obligations of the parties created under this Agreement will survive termination of this Agreement.
- (b) **ASSIGNMENT.** You will not assign this Agreement without our written consent. You agree that we may, at our sole discretion, assign this Agreement to any party or affiliate, including, but not limited to, our affiliate, Wells Fargo & Company, upon notice to you of such assignment. Any transfer or assignment of this Agreement by you, without our prior written consent, by operation of law or otherwise, is voidable by us.
- (c) **U.S.A. PATRIOT ACT.** Notwithstanding anything to the contrary, we have certain requirements under the U.S.A. Patriot Act with which we must comply before opening an Account for a consumer customer. Since you have initial contact with the consumer customer, you agree to assist us in complying with the U.S.A. Patriot Act. Such assistance may include, but not be limited to, providing a disclosure (as prescribed by us) to the applicant and co-applicant before he/she applies to open an Account with us, and verifying applicant's and co-applicant's identity including, but not limited to, an applicant's and co-applicant's full name, physical address, date of birth, and collecting his or her Taxpayer Identification Number (which for a U.S. Citizen is his/her Social Security number) upon our request and in the manner we reasonably request.
- (d) **DELAY IN ENFORCEMENT.** Our failure at any time to insist upon the performance of any provision of this Agreement will not operate as a waiver of any right or remedy we have under this Agreement. A waiver of one provision of this Agreement will not operate as a waiver of any other provision.
- (e) **NOT AGENCY OR PARTNERSHIP.** You are not our agent or partner for any purpose whatsoever. You are not granted any right or authority to assume or create any obligation or responsibility on behalf of us, or in our name, or to bind us in any manner whatsoever.
- (f) **NOTICES.**
 - (i) All notices under this Agreement must be in writing. Notices will be effective:
 - (A) three (3) business days from the date of mailing by regular first class U.S. mail;
 - (B) one (1) business day from the date of mailing by a commercial overnight mail carrier such as Federal Express, etc.; or
 - (C) the business day on which notice is sent by facsimile with a date and time confirmation sheet that the fax went through to the other party. For purposes of this subparagraph 12(f), Saturdays, Sundays, and federal holidays are considered non-business days. All notices to us must be sent to the addresses or fax numbers set forth below or to such other addresses or fax numbers as we may advise you in writing. Notices to you will be sent to your address or fax number listed on the Application or such other address and fax number as you may substitute by advising us of such by written notice. Wells Fargo Retail Services, a division of Wells Fargo Bank, N.A., 800 Walnut Street, Des Moines, Iowa 50309 Attn: Executive Vice President Fax No. 1-515-557-7044. You also acknowledge that we may send you promotions, advertising, and other communications of ours and our affiliates from time to time using any of the following methods:
 - (aa) via mail at the address listed on the Application which accompanies this Agreement;
 - (bb) via fax at the fax number listed on the Application which accompanies this Agreement; or
 - (cc) any other marketing channel including but not limited to USPS mail, email, or telephone.
 - (ii) Throughout this Agreement, reference is made to our Instructions and Procedures. Notwithstanding the above provisions regarding notice, you agree that we may post our Instructions and Procedures on our website in the "Online Resources Center" section (or any other place we may designate) and that doing such will constitute notice to you of such Instructions and Procedures. You also agree that you have an ongoing obligation to check the website on a monthly basis for any updates or changes to those Instructions and Procedures. Such website is currently located at www.wellsfargo.com/retailservices; however, we may change the website address upon prior written or electronic notice to you.
 - (iii) You agree to provide us with prompt notification of any state or federal regulatory agencies' inquiries (e.g. inquiry by a state Attorney General's office, by a State regulator, by a federal regulator such as the Consumer Financial Protection Bureau, the Federal Trade Commission, etc.); and any legal action received by you with respect to your advertising, marketing, sourcing of consumers, sales practices, if one of our applicants or Cardholder's is involved in the legal action or if the legal action otherwise involves or makes reference to our credit card Program.
- (g) **CARDHOLDER COMPLAINTS AND BILLING DISPUTES.** You will refer any customer complaint or inquiry correspondence from a consumer who has financed a Product using our Program directly to us as set forth in our Instructions and Procedures.
- (h) **MODIFICATIONS.** We may modify this Agreement by providing prior written notice to you. Your continued submission of Invoices or Consumer Credit Card Account Applications or other participation in the Program after the effective date of any such modification will constitute your acceptance of the modified terms and your agreement to be bound by them.
- (i) **YOUR OBLIGATIONS UNAFFECTED.** Your obligations under this Agreement are not affected by any settlement, extension, forbearance, or variation in terms that we may grant in connection with any Account or by the release of the obligations of the Cardholder by a court or by operation of Law.
- (j) **ACTIONS OF EMPLOYEES.** You are responsible for the actions of your employees. In the event employment of one of your employees is terminated, you will take reasonable steps to ensure they no longer have access to any Cardholder Account Information or access to our systems including changing any passwords necessary to access such information or system.
- (k) **SEVERABILITY.** If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of this Agreement, legal and enforceable.
- (l) **ACCOUNT ADMINISTRATION.** You acknowledge and agree that we have sole authority to prescribe the terms and conditions of the Credit Card Agreement, the terms of the Account, and the credit standards and criteria of current and prospective Cardholders and that we may change our credit standards at any time in our sole discretion without notice to you.

- (m) **TITLE OF PROGRAM.** Neither you nor any parent, subsidiary, or affiliate of yours will by virtue of this Agreement, secure any title to or other ownership interest in any elements of the Program. You acknowledge and agree that the Program is our exclusive property and that all of the elements of the Program, including Cardholder lists, our Instructions and Procedures, written specifications, training materials, programs, systems and screens, and all documentation and materials relating thereto, constitute trade secrets, which are our exclusive property. You agree to use the elements of the credit program and information about the credit program only for the purpose of enabling you to use the credit program provided under this Agreement and for no other purpose.
- (n) **GOVERNING LAW.** This contract will be governed by, construed, and enforced in accordance with the laws of the state of South Dakota without giving effect to the conflict of laws provisions thereof.
- (o) **FCRA NOTIFICATION REQUIREMENT.** Pursuant to the Fair Credit Reporting Act (Public Law #91-508 – Title VI of the Consumer Credit Protection Act), you agree to notify each prospective Cardholder of the name and address of our office whenever the purchase is intended for personal, family, or household use. The name and address is as follows: Wells Fargo Bank, N.A., P.O. Box 14517 Des Moines, IA 50315.
- (p) **FACSIMILES.** This Agreement, through the Application, may be executed by facsimile or some other enforceable electronic signature which will be deemed an original.
- (q) **NO THIRD-PARTY RIGHTS.** Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their respective heirs, administrators, executors, successors, legal representatives, and assigns.
- (r) **CASH ADVANCE FEATURE.** You acknowledge and agree that the Cards we issue to Cardholders may allow them the ability to obtain cash advances from us in accordance with the terms and conditions set forth in Credit Card Agreements. You acknowledge and agree that the total available credit for a Cardholder, at any given time, may be allocated to such cash advance transactions. Nothing in this subparagraph 12(r) operates to nullify any of the terms and conditions set forth in this Agreement, including but not limited to subparagraph 7(c)(xii) prohibiting cash advances by you to Cardholders.
- (s) **BINDING EFFECT.** This Agreement, through the Application, will also be binding on and inure to the benefit of the parties' respective heirs, administrators, executors, successors, legal representatives, and assigns.
- (t) **FORCE MAJEURE.** No party will be responsible, nor incur any liability to another party for any failure to comply with the terms of this Agreement due to causes beyond its reasonable control, including, without limitation, fire, storm, flood, acts of war, accident, insurrection, sabotage, labor disputes, computer system malfunction, acts of God, acts of third parties, acts of federal, state or local government or judicial action ("force majeure"), provided that such actions that do not substantially hinder or prohibit performance will not excuse total nonperformance.
- (u) **ENTIRE AGREEMENT.** Notwithstanding the authorization in subparagraph 8(c)(i), this Agreement and the Application or Consent Form supersede all prior agreements, representations, promises and statements, written or oral, made in connection with the subject matter of this Agreement and the Application and no prior agreement, representation, promise or statement not written in this Agreement will be binding on the parties. Any outstanding disputes, credit applications, Credit Card Agreements, accounts, account balances, Invoices or sales slips, credit memos, or other transactions between the parties under any prior agreement between the parties is subject to the terms and conditions of this Agreement after the date of execution and thereafter. This Agreement will also be binding on and inure to the benefit of the parties' respective heirs, administrators, executors, successors, legal representatives, and assigns.