



DEALER REGISTRATION INSTRUCTIONS

Welcome to Sheffield Financial, we look forward to your business. Sheffield Financial has a two-step dealer registration process that includes completion of our dealer registration packet and an online registration form. The dealer registration packet includes a Dealer Standards document, a direct deposit form, and a W-9 form. To ensure timely set up, **please complete both the paperwork and the online registration at the same time.** You may begin this process by visiting our website, www.sheffieldfinancial.com, and clicking on the 'Become a dealer' button. The website will guide you through the process and the steps are also listed below. Please register for manufacturer(s) your dealership is authorized to sell. To view a complete list of approved Sheffield manufacturer partners please visit our website and click on 'Equipment Manufacturers.' If you are purchasing an existing dealership that currently uses Sheffield Financial please contact Dealer Implementation at 800-438-8892 or dealerssetup@sheffieldfinancial.com prior to completing dealer registration.

1.) Dealer Packet

Please return the completed Dealer Standards, direct deposit form (including a voided check or bank letter) and W-9 Form via email to dealerssetup@sheffieldfinancial.com or fax at 877-303-4653. For instructions on how to complete the IRS W-9 Form please visit <https://www.irs.gov/pub/irs-pdf/fw9.pdf>. **Please note that electronic signatures will not be accepted and an incomplete packet may delay set-up.**

2.) Online Registration

Please complete the online registration at our website. The username and password you create will give you access to submit online applications, view current manufacturer promotions, enable you to track approval and funding status, and provide use of our payment calculator.

Your registration will be processed within 2 business days and you will receive a phone call upon completion as well as an automated email with your Sheffield Dealer Number confirming online registration. **Please note that you will not have immediate online access upon registration, your dealership paperwork will be processed within 2 business days.** In addition, if your dealership is not already authorized with the Manufacturers your dealership is registering to finance, this could delay your registration. If you have any questions regarding the dealer registration process, please contact the Implementation Department at 800-438-8892, Option 2, or dealerssetup@sheffieldfinancial.com.

SHEFFIELD FINANCIAL DEALER STANDARDS

THIS DEALER STANDARDS (the “Agreement”) is between the undersigned dealer (“Dealer”), and Sheffield Financial, a division of Truist Bank, a North Carolina banking corporation, together with its successors and assigns (“Lender”). Dealer has listed below all DBA (Doing Business As) names, if applicable.

RECITALS:

R-1. Dealer is in the business of selling goods and services to purchasers of such items. Dealer is a United States domiciled entity with its principal place of business at the address identified by Dealer below with its information. Dealer is authorized to enter into this Agreement.

R-2. Lender is in the business of providing financing of goods and services under an installment loan program and/or a Lender card program (“Programs”). Lender is neither an agent of any Purchaser or of Dealer and there is not an agency agreement established between Lender and Dealer. Lender is authorized to enter into this Agreement.

R-3. The parties desire to enter into this Agreement to formalize their mutual understanding regarding Lender’s non-obligatory retail financing of goods and services offered by Dealer through Lender’s Programs.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. The following capitalized terms shall have the following meanings in this Agreement:

1.1 “Agreement” means this Dealer Standards (including any Program Guidelines), as the same may be amended from time to time.

1.2 “Amount Financed” means the actual amount financed for an Item which amount shall be duly inserted in any Itemization of Amount Financed and Federal Truth-in Lending Disclosure portion(s), as appropriate.

1.3 “Applicable Laws” means all local, state and federal laws which govern Dealer and Dealer’s business, the sale of the Items to a Purchaser, the financing of the Items by Lender, and the perfection of Lender’s security interest in the Items, including but not limited to all state and federal consumer credit and consumer protection statutes and regulations, customer verification requirements and all state titling statutes. Applicable provisions of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809, and the regulations promulgated thereunder; the Interagency Guidelines Establishing Information Security Standards and the Interagency Guidelines Establishing Standards for Safeguarding Customer Information published by the governmental authorities regulating U.S. financial institutions; and state laws governing privacy and safeguarding of non-public information. Dealer is responsible for determining such Applicable Laws.

1.4 “Collateral” means one or more Items pledged or intended to be pledged as security for a Purchaser’s obligations under a Contract.

1.5 “Contract” means an installment loan contract, note and security agreement, conditional sales contract, note, chattel mortgage, lease, security agreement, cardholder agreement and/or any other document providing for the payment of purchase-money in connection with a retail sale of Items by Dealer to a Purchaser and evidences the financing by Sheffield of the transaction under Programs defined

above. The term Contract shall also include Sales Slip.

1.6 “Contract Rate” means the rate of interest charged to a Purchaser on a Contract or under a Sheffield Card Cardholder Agreement as specified by Lender from time to time.

1.7 “Items” means the goods and services sold by Dealer to a Purchaser.

1.8 “Person” means an individual, sole proprietorship, partnership, corporation, limited liability Company, trust or any other form of business entity, and may be single or plural.

1.9 “Program Guidelines” means the guidelines, rules, terms, conditions, requirements, procedures and special programs as established by Lender and applicable to Dealer as part of the financing by Lender of Items sold by Dealer to Purchaser. The Program Guidelines are subject to amendment from time to time by Lender in its sole discretion and without notice.

1.10 “Purchaser” means any Person who purchases an Item from Dealer and in connection with financing of the purchase enters into a Contract with Lender.

1.11 “Sales Slip” means a sales slip, and/or any other document in conjunction with a cardholder agreement providing for the payment by a Purchaser of money in connection with a retail sale of Items by Dealer to such Purchaser.

1.12 “Sheffield Data” mean the lists of any credit applicants, credit applications and related consumer, credit and personal information of any applicant and loan transaction data.

1.13 “Sheffield Marks” mean the Marks in which Sheffield now or hereafter has rights, including those Marks in that Sheffield may elect, in its sole discretion, to introduce in the future at any location. “Marks” means trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith.

1.14 “Security Incident” means a compromise of the security, confidentiality, integrity, or availability of (i) Sheffield NPPI; (ii) Dealer’s mode of access or connectivity with a nonpublic Sheffield System; or (iii) a Dealer System that used, maintained, or relied upon to access, use, or store Sheffield NPPI. For avoidance of doubt, Security Incident includes a ransomware attack that may directly or indirectly impact the Sheffield NPPI.

1.15 “Sheffield NPPI” means that portion of Sheffield Data comprised of non-public personally identifiable information of applicants who have submitted Prequalification Requests to Sheffield, which will be comprised of applicant name, address, e-mail address if available, telephone number, and Prequalification Request status issued by Sheffield (approved, denied, or on-hold).

1.16 “Sheffield Technology” means any and all technology owned by Sheffield or any of its affiliates that is provided for use in establishing, developing or administering the Plans.

1.17 “System” means a network, computer, application, or other information technology asset.

2. Lender Financing of Items.

2.1 Financing of Items by Lender of Contracts. Dealer agrees to submit applications for financing of

Items sold by Dealer through a Program. Dealer shall ensure that all information provided by Dealer related to an application or Contract is accurate and complete, including but not limited to providing the correct make, model, serial or VIN of each piece of Collateral and the product(s) sold under the requested financing plan will meet all financing plan requirements. The decision to finance any Items will be in Lender's sole and absolute discretion. In no event will Lender advance funds in excess of the Amount Financed for any consumer Contracts and the principal for any commercial Contracts. If the Purchaser's application is approved and funds are advanced to pay for Items, amounts due to the Dealer as payment for the Item will be remitted via automated clearing house credits to the account housed at a United States banking institution designated by Dealer pursuant to a separate ACH authorization executed by Dealer and delivered to Lender; or alternatively by check mailed through US Postal Service to Dealer's business address. Any payment made by Lender shall be subject to Dealer compliance with this Agreement, the terms of the loan approval and the timely receipt of all documents required by Lender.

2.2 Dealer Incentives. Lender at its election may establish a dealer incentive feature, whereby Lender will pay certain incentives to Dealer. If Lender establishes a dealer incentive feature, Lender will pay the incentive amounts periodically, on terms and conditions established by Lender. In no event shall Dealer have any right, title or interest in dealer incentive amounts except as expressly provided for in this Agreement. If an Event of Dealer Default (as defined in Section 4 below) occurs, Lender shall be relieved of the obligation to pay any such incentives to Dealer and may retain such sums for its own benefit. In the event Dealer owes any sum of money to Lender, Lender may, in addition to its other remedies hereunder, retain any incentives that would otherwise be due to Dealer in payment of such obligation of Dealer to Lender.

2.3 Without Recourse. All financing provided by Lender through a Program will be without recourse to Dealer, except as provided in this Agreement or as otherwise agreed to in writing by Dealer and Lender or as required by Applicable Law.

3. Dealer's Representations and Warranties. Dealer hereby covenants, warrants and represents to Lender as to each Contract that:

3.1 Each Contract is financing the Items sold by Dealer to Purchaser in the ordinary course of Dealer's business which are subject to Lender's first priority purchase-money security interest and each Contract constitutes the legal, valid, and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.

3.2 Each Purchaser is of legal age and, to the best of Dealer's knowledge, has the capacity to execute the Contract. Dealer is responsible to properly identify and has properly identified each Purchaser by means of current and valid government-issued picture identification or other such documentation as may be specified by Lender. Dealer will comply with any request made by the Lender to provide additional identification to verify the identity of the Purchaser as may be specified by Lender or as required by Applicable Law.

3.3 If Purchaser is not an individual, the Contract is executed by a duly authorized officer or agent of Purchaser. Dealer is responsible for properly identifying and has properly identified any individual signing for such Purchaser by means of current and valid government-issued picture identification or other such documentation as may be specified by Lender, for obtaining (and has obtained) written evidence of the existence and authority of any such individual executing for Purchaser. Dealer will comply with Lender's request to provide additional documentation or information to verify the identity of the borrowing entity or individual signing as may be specified by Lender or as required by Applicable Law.

3.4 The Items described in the Contract have been delivered to and accepted by Purchaser before the

Lender advances funds pursuant to the Contract (unless agreed to otherwise by Lender in writing) and are correctly and completely described in the Contract.

3.5 At the date of execution of the Contract, Dealer had physical possession of the Items; good and clear title to the Items free of any liens, security interests, or other claims against the Items; and no claims against the Items exist. The Items are marketable and to the best of Dealer's knowledge fit for the purposes for which they were intended to be used by the manufacturer of the Items. The Items have not been salvaged, flooded, mechanically or structurally damaged, rebuilt, customized, or otherwise modified from their original condition.

3.6 The security interest granted by Purchaser pursuant to the Contract is a valid first and prior security interest in the Collateral in favor of Dealer or Lender or its designee, and Dealer will promptly provide Lender with evidence of such security interest in the form specified by Lender, TIME BEING OF THE ESSENCE. Dealer will immediately take all necessary actions in accordance with the requirements of the Purchaser's state of residence as of the date of execution of the Contract to perfect the security interest of Lender or its designee, including, but not limited to, filing application for a certificate of title showing a first lien in favor of Lender or its designee and ensuring that such title evidencing said lien will be delivered to Lender; or, in the event state law requires delivery of title to Purchaser, other evidence of properly issued title and lien as specified by Lender will be delivered to Lender or its designee. If the Collateral does not have a certificate of title, Dealer will, if requested by Lender, assist in perfecting the security interest of Lender or its designee as allowed by Applicable Law. No cost or expense incurred by Dealer in connection with the perfection of the security interest of Lender or its designee in the Collateral (whether described in this Section or otherwise) shall be borne by Lender. Dealer hereby irrevocably appoints Lender as Dealer's true and lawful attorney-in-fact for the purpose of obtaining, filling out, completing, filing or recording any documents or instruments necessary or advisable to perfect Lender's security interest in any Collateral.

3.7 Any cash down payment shown in the Contract has been paid by Purchaser at or prior to delivery of the Collateral and no portion of the down payment has been loaned by Dealer, either directly or indirectly.

3.8 Prior to submission of any application for financing of an Item through a Contract to Lender, Dealer will have fully complied with all Applicable Laws, and Dealer will notify Lender promptly upon it becoming aware of any actual or potential violation of any Applicable Law.

3.9 The Contract for any Item is not subject to any dispute, defense, counterclaim, or right of offset by Purchaser or anyone claiming under Purchaser, except for claims arising under the applicable manufacturer's warranty.

3.10 The signature of each Purchaser is genuine and will have been executed in Dealer's presence. Dealer or its authorized representative or agent has witnessed the signature of each Purchaser.

3.11 The Collateral is initially insured against physical damage and such other risks as Lender may require at the time of delivery of the Collateral to Purchaser and at the time of financing by Lender of any Item evidenced by the Contract. If requested by Lender, Dealer will assist in verifying that such insurance is in effect, that all such policies of insurance contain appropriate loss-payable clauses in favor of Lender or its designee, and that the deductibles for physical damage coverage do not exceed the amounts set forth from time to time in the Program Guidelines. Ongoing verification of insurance after initial policy term will be responsibility of Lender pursuant to Section 8 below.

3.12 To the best of Dealer's knowledge, any credit application forwarded by Dealer from Purchaser contains no misrepresentations or omissions of material facts, the Purchaser has agreed to be the primary user of the Items financed, the Purchasers are not using their names, credit or employment

history to purchase the Items for another Person, nor are they using the names, credit or employment history of another Person in place of their own. To the best of Dealer's knowledge, the Item is being purchased by the Purchaser for his, her, their or its own personal ownership and not for another person.

3.13 Should any Collateral come into the possession of Dealer for any reason, Dealer shall hold such Collateral in trust for Lender and shall promptly notify Lender that it is holding the Collateral and shall cooperate and, at Lender's request, surrender such Collateral to Lender without any charge of storage fees or at no other cost to Lender irrespective of whether they may be permissible under Applicable Law.

3.14 Dealer shall check for liens on any property taken as a trade-in and shall insure that Lender is paid in full with respect to any property that Dealer takes in as trade on which Lender has a lien. Should Dealer transfer any Item which is Collateral of Lender without having paid Lender in full for the obligation secured by the Collateral, Lender may require Dealer to purchase the Obligation pursuant to Section 5.2.

3.15 Dealer shall comply with all requirements of the Program Guidelines in effect at the time of submission of any application on behalf of a Purchaser or the submission of a Contract. Dealer acknowledges that Program Guidelines are updated from time to time and Dealer is responsible for checking the website and is charged with notice of the requirements of the Program Guidelines. All contracts shall be in compliance with the requirements contained in the Program Guidelines.

3.16 Select Sheffield promotions may carry a fee charged to and payable by Dealer ("Dealer Fee") to utilize the promotional financing over a standard financing option. The Dealer Fee payable by Dealer is deducted from loan proceeds prior to disbursement to Dealer. Dealer acknowledges that such program terms are confidential and should not disclose details to any third party without the prior written consent or direction of Sheffield. It is the expectation that Dealer will not disclose to borrower the existence of the Dealer Fee as being one paid to Sheffield or related to a finance fee and will not list the Dealer Fee paid by Dealer on any invoice or bill of sale in such fashion as would violate the foregoing. All items and fees included on any invoice or bill of sale provided by Dealer to borrower must be clearly and accurately described. Any fee charged by Dealer to borrower must comply with Applicable Law.

3.17 Dealer has complied with Applicable Laws with respect to its business and contains all necessary registrations and licenses to sell the Items and the products and services that are financed in the Contract. If Dealer is an entity, Dealer is valid existing under the laws of the state of its formation.

3.18 Dealer hereby acknowledges and expressly understands that all right, title, and interest in and to the trade name "Sheffield" and any and all variations thereof and the Sheffield Marks, and goodwill associated with the foregoing, are the sole and exclusive property of Sheffield or its affiliates. Dealer shall not acquire any right, title or interest in or to the trade name "Sheffield", the Sheffield Marks, or goodwill associated therewith. Dealer shall not assert any claim of ownership of, or any claim to any goodwill associated with, the Sheffield name, the Sheffield Marks or to any other Mark in which Sheffield or any of its affiliates has ownership rights now or in the future, by reason of Dealer's use thereof or otherwise. Dealer shall not take and, to the extent reasonably within Dealer's power to control, shall not permit any action or omission in derogation of any of the rights of Sheffield in the Sheffield Marks. Subject to and expressly conditioned upon compliance with the terms and conditions of this Agreement, Sheffield hereby grants to Dealer a nonexclusive, nontransferable, royalty-free, personal right to use the Sheffield Marks for the purposes contemplated by this Agreement solely in the manner described in any use guidelines as may be delivered in writing to Dealer by Sheffield prospectively from time to time.

3.19 Dealer hereby acknowledges and expressly understands that Sheffield and its affiliates shall own

exclusively: (A) Sheffield Technology; (B) any and all changes or other modifications made by Sheffield or any of its affiliates to the Sheffield Technology; (C) any and all new technology created by Sheffield or any of its affiliates in connection with establishing, developing or administering the Plans; (D) all Sheffield Data; and (E) promotional materials, documents, or forms of any type in any media relating to any Plans.

4. Events of Dealer Default. The occurrence of any of the following events constitute an “Event of Dealer Default” by Dealer under this Agreement: (i) the breach, violation, or failure to perform any covenant or obligation of Dealer to Lender; (ii) failure to pay any liability or indebtedness of Dealer to Lender or its affiliates whether under this Agreement, a Contract or any other agreement, note or instrument now or hereafter existing, as and when due or required (whether upon demand, at maturity, by acceleration or otherwise); (iii) the filing of a petition under any bankruptcy, insolvency or debtor’s relief law or for any adjustment of indebtedness, composition or extension by or against Dealer or business failure of Dealer; (iv) any covenant, representation or warranty made (now or hereafter) by Dealer to Lender is or was untrue or materially misleading; (v) Lender determines that Dealer has a record or reputation for violating the laws of the United States or any state; or (vi) Lender determines that the prospect of performance of any of Dealer’s obligations under this Agreement is impaired.

5. Dealer Liability and Indemnity.

5.1 Indemnity. If any claim or defense of the Purchaser against Dealer or the manufacturer of the Item is asserted against Lender, if any covenant, obligation, warranty or representation in this Agreement is untrue or breached, if any credit application or Contract contains a misrepresentation or misstatement of material fact, if any person makes a claim against Dealer alleging facts which, if true, would be a breach of any covenant, representation or warranty contained in this Agreement, if Dealer makes any settlement on a Contract with a Purchaser without Lender’s prior written consent, if Dealer discloses any part of this Agreement to a Purchaser, or if Dealer fails to perform any obligation it has under a Contract or any agreement between Dealer and Purchaser, Dealer agrees to indemnify and save Lender harmless from all loss, costs and expenses arising therefrom (including, without limitation, reasonable attorneys’ fees), and, if Lender requests, Dealer shall assume the burden of resisting or defending against any claim at Dealer’s sole cost and expense.

5.2 Dealer Purchase Obligation. If any of the events in sub-Section 5.1 occur or if Dealer fails to comply with the Program Guidelines (whether or not Purchaser shall then be in default under the Contract and whether or not Lender has suffered any loss), upon Lender’s demand, Dealer will immediately purchase the Contract from Lender and pay to Lender the full amount then remaining unpaid, together with all lawful charges due through the date of repurchase plus any amount previously paid by Purchaser which Purchaser has recovered or is entitled to recover from Lender. Dealer’s liability shall not be affected by any extension, renewal or other change in the terms of the Contract or any change in the manner, place or terms of payment thereof, or the release, settlement or compromise of or with any party liable for payment thereof or the release, non-perfection, or any defect in any Collateral securing the Contract. Lender shall not be bound to exhaust its recourse against Purchaser or any other person or any Collateral before being entitled to payment from Dealer.

5.3 Hold Harmless. If Dealer breaches this Agreement in any respect, Dealer promptly shall reimburse Lender for all diminution in value, losses and expenses, including reasonable attorneys’ fees and legal costs, suffered or incurred by Lender as a result of such breach and in enforcing Dealer’s obligations under this Agreement, as determined by Lender. Dealer promptly shall inform Lender of any breach. Lender’s remedies in this paragraph are cumulative and not exclusive and shall not affect any other right or remedy that Lender may have at law or in equity.

6. Security and Right of Set Off. As additional security for Dealer’s obligations under this Agreement,

Dealer grants to Lender a security interest in all deposits, securities, accounts or moneys now or hereafter in the possession or control of, or in transit to, Lender or any affiliate of Lender, or any agent or bailee for Lender or any such affiliate. Lender may set off and apply same at any time, without notice, to any amounts Dealer owes Lender under this Agreement. Any amounts owed by Dealer to Lender which cannot be paid by the aforesaid means shall be due and payable by Dealer on demand.

7. Change in Terms. From time to time, Lender may change the Program Guidelines, without notice to Dealer, in Lender's sole and absolute discretion. Lender shall maintain the current version of the Program Guidelines on Lender's website. Dealer is responsible for keeping abreast of any changes or updates to the Program Guidelines through monitoring the Lender's website or such other means as Dealer deems appropriate. Failure by Dealer to monitor shall not relieve Dealer of any revisions. Dealer shall be deemed to have agreed to all such changes as of the effective date of such change in terms if Dealer thereafter submits any credit application for financing or any Contract to Lender. The terms of the Program Guidelines are incorporated into this Agreement by this reference.

8. Optional Insurance. Dealer may provide and, subject to Lender's approval, Lender may agree to finance, credit life, accident and health, or other insurance, and/or similar product as requested by Purchaser. To the extent that any such product is financed, Dealer shall provide Lender with a copy of the terms and conditions of the product. If any such financed insurance or product is cancelled, Dealer will remit to Lender promptly all rebates or refunds for credit to Purchaser's account.

9. Extended Warranty, Service Contracts, and Debt Cancellation. Any service contract, product maintenance agreements, extended warranty protection, debt cancellation coverage and/or similar product offered by or through Dealer which is financed in the Contract shall comply with Applicable Laws and Dealer warrants such compliance. If any such product is subsequently cancelled, by reason of Purchaser request for cancellation, Purchaser default including repossession or charge-off or otherwise or prepayments are received, Dealer will remit to Lender promptly all unearned charges for credit to the Purchaser's account, TIME BEING OF THE ESSENCE. Dealer shall not include in the Contract, any non-cancellable or non-refundable products. The amount of the unearned charges for any service contract, extended warranty protection, debt cancellation coverage and/or similar product financed will be a pro rata calculation against the added Dealer margin above cost for such items based upon the remaining term of the Contract or such other method as may be required by Applicable Laws. (For example, if a Contract is written for 48 monthly installments which finances any of these items not written through Lender, Purchaser has paid 12 installments and an event of Purchaser default occurs, the unearned charges will be 36/48 of the amount above dealer cost that Lender financed for Purchaser to purchase the items.) If requested by Lender, Dealer will assist in obtaining cancellation refunds of premiums paid to issuers of all such coverage and/or similar product and directing such to Lender. Dealer shall cause any and all unearned charges to be delivered to Lender, which amounts shall be applied by Lender toward the unpaid balance of the Contract. Lender shall have a security interest in all unearned charges, which security interest shall be prior and superior in all respects to the interest of Dealer or any other Person in the same. In the event of early pay-off by Purchaser, Dealer shall comply with Applicable Laws regarding any requirements for refunds. Dealer represents that it complies with all Applicable Laws and disclosures related to selling such products. Dealer represents that all ancillary products sold are in compliance with Applicable Law. Sheffield may review these products at any time and has sole discretion in determining their acceptability for financing by Sheffield.

10. Collections. Lender shall have the sole right to make collections on all Contract accounts that Lender finances. Dealer agrees not to solicit or make any collections with respect to any Contract submitted by Lender, except pursuant to Lender's prior written instructions. If Dealer receives any payment on any Contract that has been financed by Lender, Dealer shall hold such amount in trust for Lender and immediately remit any such amount to Lender without setoff, offset, deduction, recoupment or other claim or

charge.

11. Records. Dealer shall maintain complete and accurate records concerning the sale of each Item financed by Lender for periods as may be established by Applicable Laws. Upon request by Lender, Dealer will promptly deliver such records or copies thereof to Lender.

12. Termination. Lender may terminate this Agreement at any time upon the occurrence of an Event of Dealer Default described in Section 4 of this Agreement. Lender may also terminate this Agreement upon the sale by Dealer of all, or substantially all of its assets, or upon the sale of a majority interest in Dealer if Dealer is a corporation, limited liability company, partnership, or other entity. This Agreement may be terminated by either party at any time upon the giving of ten (10) calendar days prior written, electronic, facsimile, or telephonic notice to the other party. Termination for any reason shall not affect any obligations on the part of either party which arose out of any Contracts financed by Lender hereunder prior to termination, including, but not limited to, Sections 5 and 6 of this Agreement. Any Lender rights and Dealer obligations shall continue in full force and effect until all credit applications for Contracts submitted by Dealer to Lender prior to the effective date of termination are satisfied, and any costs Lender may incur in connection with this Agreement have been paid in full and Dealer has performed all of its obligations to Lender hereunder.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of North Carolina without regard to any conflict of laws provisions. Dealer agrees that any lawsuit between Dealer and Lender will be decided by a judge without a jury in the appropriate court of jurisdiction in the State of North Carolina.

14. Force Majeure. Neither party to this agreement shall be liable to the other by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of acts of God, of the public enemy, or of civil militia or military authority, unavailability of energy resources, widespread communication failure, delay in transportation, fires, strikes, riots, or war. In the event of any such occurrence, the disabled party shall use its best efforts to meet its obligations as set forth in this Agreement but in no event shall any delay due to the foregoing events exceed thirty (30) days.

15. Miscellaneous. If any provision of this Agreement is found to be illegal, invalid or unenforceable, it shall be ineffective to the extent of such illegality, invalidity or unenforceability without invalidating the remaining provisions of this Agreement. If Lender delays exercising or waives any of its rights with respect to this Agreement, such delay or waiver does not constitute a waiver of any other of Lender's rights. Dealer waives presentment, protest and demand, notice of protest, demand, dishonor and non-payment of any Contract, all other conditions to Dealer's obligations with respect to any Contract, and notice of acceptance of this Agreement. This Agreement constitutes a complete, final and exclusive agreement between Dealer and Lender; all prior negotiations have been merged into this Agreement, unless otherwise expressly stated. This Agreement shall be binding upon Dealer and its successors, assigns, heirs and personal representatives; provided however, that no obligations or liabilities of Dealer hereunder can be assigned without written consent of Lender (which consent may be withheld in Lender's sole and absolute discretion). Any prior Dealer Guidelines or Dealer Standards (Agreement) between Lender and Dealer is terminated and superseded by this Agreement, except that any Contracts accepted by Lender from Dealer before the date of this Agreement shall remain subject to and controlled by the agreement or agreements in effect at the time of acceptance.

16. Costs of Collection and Attorneys' Fees. Dealer agrees to pay all of Lender's expenses and costs of collection and reasonable attorneys' fees incurred in enforcing this Agreement.

17. Relationship. Neither Dealer nor Lender contemplates sharing of profits or liabilities. This Agreement does not create a partnership, joint venture, agency or employee/employer relationship between Dealer and Lender. Dealer is not granted any express or implied right and/or authority to legally bind Lender in any manner whatsoever.

18. Communication Authorization. Dealer and Lender each authorizes the other to communicate with the other in relation to this Agreement or Programs whether via written, facsimile, electronic, or telephonic and such is not unsolicited communication for the purposes of any state or Federal law.

19. Assignment. Lender may, without the prior written consent of Dealer, assign this Agreement to any subsidiary or affiliate if such assignment is the result of an internal corporate reorganization and the assignee has sufficient legal authority, and financial, managerial and operational capacity to perform the assignor's obligations hereunder. Dealer is not permitted to assign, transfer, set over, pledge or grant any interest in this Agreement.

20. Prequalification Program and Applicant Data Sharing. As part of doing business with Lender, Dealer will receive and have access to a process by which prospective applicants for credit may submit a request for credit prequalification ("Prequalification Requests") to Sheffield to determine potential eligibility for and terms and conditions of financing of Items sold by Dealer through a Program made available to a Sheffield approved manufacturer ("Manufacturer"). Sheffield will provide its form of application for Prequalification Requests and review and decisioning of applicant Prequalification Requests, and Dealer will a) facilitate submission of Prequalification Requests in accordance with the process set forth in the Program Guidelines, b) receive decisions from Sheffield along with Sheffield NPPI, and contact applicants with respect to Sheffield's prequalification decision in order to facilitate consummation of Sheffield loans with interested applicants, and c) receive Sheffield NPPI from certain approved Manufacturers that partner with Sheffield.

20.1 Dealer's Receipt and Use of Applicant Data. Dealer will receive and store Sheffield NPPI in a secure manner in accordance with the requirements of this Section 20 herein. Dealer may share the Sheffield NPPI with only those Dealer's employees with a need to view the Sheffield NPPI in order to carry out the purpose of this Agreement and in accordance with the permitted uses set forth in this Section 20.1. Dealer may use the Sheffield NPPI only for the following purposes: i) to communicate to applicant the applicant's Prequalification Request status transmitted to Dealer by Sheffield or by a Sheffield-approved manufacturer; ii) to assist applicants in clearing any conditions which caused Sheffield to issue an on-hold decision on a Prequalification Request; and iii) to solicit an application from the related applicant for a Program from Sheffield for the Purchase of the goods identified by applicant. An approved status for a Prequalification Request issued by Sheffield is valid for thirty (30) days from the date the approval is transmitted to a Manufacturer (or for such other duration as Sheffield may specify). Sheffield NPPI may not be shared with any other parties.

20.2 Information Security Requirements. Dealer is responsible for handling all Sheffield NPPI within the following standards:

20.2.1 Baseline Security Requirement. Dealer will protect the security, confidentiality, integrity, and availability of Sheffield NPPI through administrative, technical, and physical safeguards that must comply with Applicable Law and meet or exceed applicable industry standards. Dealer shall design and implement safeguards based on a risk-based approach that identifies reasonably foreseeable internal and external risks that could result in a Security Incident, and that assesses the sufficiency of Dealer's safeguards in place to control the risks. Dealer will also comply with Applicable Law with respect to Dealer's maintenance of and access to Sheffield NPPI. Dealer will cooperate with reasonable requests from Sheffield for information regarding Dealer's information security program including its administrative, technical, and physical safeguards, training materials, policies and procedures.

20.2.2 Access Controls. Dealer will use effective safeguards to protect against unauthorized access to nonpublic Sheffield Systems and Sheffield NPPI, including secure authentication controls, strong password requirements, restriction of access on a need basis, regular review and

timely de-provisioning of access, reasonable controls to monitor access-related activity and detect unauthorized access.

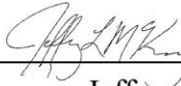
20.2.3 Incident Response. Upon discovery of an actual or reasonably suspected Security Incident, Dealer shall notify Sheffield as soon as possible (no later than 24 hours) by contacting Sheffield's relationship manager and also by e-mail to CyberIncidentManagement@Truist.com or telephone at 833-920-1772. Dealer will coordinate and cooperate with Sheffield regarding containment, investigation, notification, and remediation. Sheffield reserves the right to suspend Dealer's connectivity with Sheffield until Sheffield has determined that there are no lateral security risks to Sheffield. Unless required by law, Dealer will not refer to Sheffield, Truist, a Truist affiliate, or Sheffield NPPI, explicitly or implicitly, in any communication with any third party (e.g., law enforcement, regulators, and impacted individuals) concerning a Security Incident without first notifying Sheffield and obtaining Sheffield's permission in writing.

21. Additional Provisions Applicable to Manufacturers Requiring Payments to a Manufacturer-Designated Floor Plan Lender. In the event that Sheffield is required to make payments to a manufacturer designated floor plan lender, the parties agree to modify and amend sections 2.1, 4, 5.1, 6 and 9 of this Agreement, and replace in its entirety with the Floor Plan Lender Amendment to Sheffield Financial Dealer Standards as provided in Section 12 of Sheffield Financial Program Guidelines.

22. Notices. Sheffield may amend this Agreement upon ten (10) days written notice to the Dealer. All notices required or permitted to be given hereunder shall be in writing and delivered personally, sent by first class mail, reliable overnight courier, facsimile or electronic mail to the parties at the addresses set forth below. The address, email or fax number of either party can be changed by written notice submitted by an appropriate method to the other party. Each party is responsible for providing the other with current information. Failure of a party to receive notice hereunder as a result of its failure to provide updated information shall not invalidate the notice provided. Dealer acceptance of amendments may be evidenced by dealer submission following notice of an application for financing of Items or any Contract to Lender. For purposes of clarity, a change in Program Guidelines shall not be deemed an amendment to this Agreement requiring the parties to comply with the provisions of this section. Changes to Program Guidelines shall be managed as otherwise provided in this agreement. The parties' addresses are as follows:

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Lender: Sheffield Financial, a division of Truist Bank
P.O. Box 25127
Winston Salem, NC 27114
ATTN: Implementation Department
Telephone: 800-438-8892
Fax: 877-303-4653
Email: Dealersetup@sheffieldfinancial.com

Authorized Signer: 
Authorized Signer's Name: Jeffrey L. McKay
Authorized Signer's Title: CEO

**ACKNOWLEDGEMENT AND AGREEMENT TO
SHEFFIELD FINANCIAL DEALER STANDARDS**

By signing, Dealer certifies (a) the Dealer information provided below is accurate, (b) having received a complete copy of the Dealer Standards Agreement, and (c) having read the entire Dealer Standards Agreement and agrees to the terms therein. NOTE: AUTHORIZED SIGNER MUST PROVIDE PHYSICAL SIGNATURE TO DOCUMENT. ELECTRONIC SIGNATURES ARE NOT ACCEPTABLE.

Authorized Signer: _____
Print Authorized Signer's Name: _____
Authorized Signer's Title: _____
Date Signed: _____

Dealer Name (Legal Name): _____
DBA (if applicable): _____
Organization Type (C-Corporation, S-Corporation, LLC-Limited Liability Company, Partnership, Sole Proprietor, etc.): _____
Organized and Existing under the Laws of the State of: _____
Physical Address: _____
Mailing Address: _____
EIN#: _____
Telephone: _____
Fax: _____
Email: _____