



SHEFFIELD FINANCIAL PROGRAM GUIDELINES

These Program Guidelines provide Dealers with tips on offering simple, streamlined financing that improves both Dealer and borrower experience.

Following the Program Guidelines is required under the terms of the Sheffield Financial Dealer Standards, with which Dealers must comply at all times. The Program Guidelines document is maintained at www.sheffieldfinancial.com and may be updated from time to time. Dealer is responsible for monitoring updates and complying with the updated Program Guidelines.

Other documents and tools may be referenced for additional details such as promotional financing flyers, loan contract cover sheets, financing instructions, and www.sheffieldfinancial.com. Thank you for choosing Sheffield as your retail financing partner.

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1.) DEALER ACCOUNT

- Dealer Profile Account/Dealer Number- A completed and signed Sheffield Financial Dealer Standards is required to establish a dealer account. The individual signing the Sheffield Financial Dealer Standards must be an officer or owner of the dealership and have legal authority to sign on behalf of the dealership. A dealer account is maintained for each store (physical selling location). Sheffield assigns each store with a unique dealer number. A Sheffield dealer number can only be associated with one telephone

number. **Consequently, each store location that wants to receive call backs for customer applications must register independently to ensure call backs are made to the appropriate location.** The Sheffield dealer number is not to be shared with any third party.

- **Dealer Contact Information-** Dealer profile information must be kept up to date to ensure Sheffield can send necessary correspondence to Dealer without delay. Dealer must promptly notify the Dealer Support department at dealerssetup@sheffieldfinancial.com or 800-438-8892, Option 2 of any changes to the following:
 - Physical address
 - Mailing address
 - Phone number
 - Fax number
 - Email address
 - Addition of a new OEM relationship
 - Loss of an OEM relationship
 - Banking information
 - Controlling ownership
- **Dealer Portal Web Users-** Dealer must manage the online web users associated with its dealer profile. Dealer is responsible for adding and removing web users from the Dealer's online account accordingly (<https://secure.sheffieldfinancial.com/Default.aspx>). Sheffield is not responsible for any issues resulting from Dealer's failure to maintain users.
- **Dealer Direct Deposit (ACH)-** Direct Deposit registration is required during dealer onboarding. Dealer must provide an executed Dealer Direct Deposit Authorization Form and submit a W-9 Form. Direct Deposit information can be updated or changed by completing and remitting a new Direct Deposit Authorization Form (<https://www.sheffieldfinancial.com/existing-dealers.html>). Sheffield cannot process changes by telephone. Keeping direct deposit information current prevents the return of funds and delays in remittance of loan proceeds. Dealer agrees that Sheffield may accept a Direct Deposit Authorization Form signed by any authorized representative of Dealer. Sheffield is not responsible for any issues resulting from acceptance of these forms from such representatives.
- **Sale of Dealership/Closure of Dealership-** If Dealer is sold or ceases operations, Sheffield must be advised of the effective date so Dealer's account may be closed.
- **Staff Awareness and Training-** Dealer is responsible for ensuring that its employees are aware of and trained in the requirements of the Sheffield Financial Dealer Standards and Program Guidelines and will require its employees to comply with and carry out their terms.

2.) LOAN APPLICATION PROCESS

- **Dealer Application Process-** Dealer is responsible for accurate input of all borrower and collateral information when submitting loan applications via the Sheffield Dealer website or fax. Dealer is acting as agent of the borrower when submitting applications for retail financing to Sheffield.

- Customer Internet Application- Borrowers may apply online at <https://secure.sheffieldfinancial.com/newLoanApplication.aspx>.
 - Borrowers may choose to submit either of the two following Application types:
 1. Formal Credit Application - Borrowers are submitting a formal credit application with a hard credit inquiry and will receive a conditional decision. If borrowers are conditionally approved they will receive an application number that can be provided to Dealer to finalize the loan.
 2. Prequalification Application – Borrowers can start the application process to determine if they will prequalify for a loan with no impact to their credit (soft pull). The online prequalification is not a formal credit application or formal decision for a loan. Once borrowers complete the prequalification process, they can then choose to continue to a formal credit application at the dealership or online. The formal credit application will result in a hard credit inquiry at that time. If borrowers are conditionally approved they will receive an application number that can be provided to Dealer to finalize the loan.
 - Dealer is responsible to ensure the collateral applied for by borrower (model year, make, and model) matches the collateral the borrower is purchasing.
 - Dealer has the following options to finalize the transaction:
 - If the borrower applied through the Dealer's unique prequalification link and selected the data share opt-in, the prequalification application status will be automatically populated in the Dealer Portal. [For additional details, see *Marketing Center* in the Marketing/Sales Assistance section below.]
 - If the borrower applied through Sheffield's website, the Dealer may pull the application into the Dealer Portal if the borrower provides their application number and the last four digits of their social security number.
 - Call 800-438-8892, Option 1 with borrower and collateral information and a Loan Processor will move the borrower's application to the Dealer Portal.
- Business Loan Applications- Borrowers applying in a business name should anticipate additional validation and potential requests for more information. In addition, business loan applications may require supporting financial information for cash flow analysis depending on credit policies and other factors. A business name to be used for the loan should be established at time of application. Unless otherwise specified, the loan will be reported as a trade line to the credit reporting agencies under the guarantor(s) personal credit.
- Loans where a Borrower is an Entity - The entity borrower must be signed by the appropriate officer or owner in their official capacity (for example, ABC Landscaping, Inc. by Joe Lawn, President.)
- Verification of Borrower Identity- Dealer is required to validate borrower's identity in accordance with Sheffield Financial Dealer Standards by checking a current valid driver's license (U.S. state issued) or current U.S. passport. **No temporary ID's accepted, the document must not be expired and signatures must match.** Dealers should not use or submit borrower debit or credit cards as identification. ***Unless requested by Sheffield, which request may be received within a reasonable amount of time either before or after loan funding, the driver's license or other picture ID should NOT be forwarded to***



Sheffield with either the application or loan funding documents. In addition, Sheffield may apply ID verification tools and the Dealer agrees to provide assistance if requested.

- **Joint Intent-** In the event of a joint application with two borrowers on a paper application, the Dealer must ensure both parties complete the required joint intent section at the top of page one and the joint intent section at the bottom of page 2 (see below). Both parties must initial their agreement to apply for joint credit. If completing a joint application via the customer or Dealer online portal, the joint intent is a required section. If a paper application is later submitted with the loan contract for funding, the joint intent section must be completed properly regardless if the joint intent section was completed on the online application. The most recent customer application form may be found at <https://www.sheffieldfinancial.com/existing-dealers.html>.

SECTION 1

JOINT APPLICATION WITH _____		AND _____	
Applicant Full Name		Joint Applicant Full Name	
DATE	SALES PERSON	DEALER NAME	TELEPHONE NUMBER ()
PROMOTION	APPROVAL #	REQUESTED AMOUNT	# PAYMENTS
		FAX NUMBER ()	
IMPORTANT: INITIALS MUST BE COMPLETED IF JOINT APPLICATION EACH OF YOU INTEND TO APPLY FOR JOINT CREDIT			
		Applicant	Joint Applicant
		(initials)	(initials)

SECTION 2

SIGNATURE (Primary Applicant) _____ DATE _____

SIGNATURE (Joint Applicant) _____ DATE _____

- **Expiration of Credit Application Approval-** Unless otherwise specified, an application approval is valid for no more than 30 calendar days.
- **Sheffield Trade-In-** Should a borrower have a Sheffield trade-in included in the loan transaction, Dealer must include a detailed invoice or bill of sale listing the trade-in details with the application. If an invoice is not provided, one is requested prior to issuing an approval. Sheffield applies loan proceeds to pay off the borrower's existing Sheffield loan for the trade-in and sends Dealer the net proceeds. **Dealer does not need to mail a check to Sheffield. A title and/or lien release is issued to Dealer upon funding of loan contract.** The trade-in must be paid off in full. The borrower should not receive proceeds from a trade-in without first verifying that Sheffield does not hold a security interest in the collateral via an open Note and Security Agreement, title or UCC. Any continuation of the borrower's loan, whether by the borrower or Dealer, is considered an act of default and will require immediate pay-off of the loan balance.

- **Power of Attorney-** The application and loan documentation must be executed by the borrower(s). **Sheffield does not accept any credit application or loan contract executed on behalf of the borrower pursuant to a Power of Attorney.**
- **Straw Purchase-** A “straw borrower” is one who offers, or is persuaded, to use his name and credit history to secure financing for another party who would not otherwise qualify. These individuals sign the loan contract and are technically responsible for a loan from which they received no benefit. In nearly all cases, they have no intention of paying or being personally responsible for the loan in any way. One example of a straw purchase is when someone who qualifies to obtain financing makes a purchase for someone who is of legal age but unable to qualify for financing, generally due to poor credit history. Dealer shall notify Sheffield if it has any reason to believe that the borrower is buying the unit on behalf of another individual.

Red flags that may indicate a borrower is purchasing a unit for the benefit of a third party may include:

- Borrower is declined for financing and then has someone else apply for credit to purchase the same unit in a short period of time.
- Borrower has a third party with them test riding or asking questions about collateral but is not on the application for financing.
- Borrower wants the unit titled in a third party's name.
- Borrower is of legal driving age and does not have a driver's license, yet is attempting to purchase an on-road vehicle.
- Borrower is attempting to purchase a motorcycle but their driver's license does not exhibit any state-required motorcycle endorsement.
- Borrower is being strongly urged by third party to purchase collateral.
- Borrower requests collateral to be delivered to a third party's residence.
- Borrower requests collateral to be delivered to their residence yet someone else picks up the unit.
- Borrower requests to take application home for third party to complete.
- Signs of elder abuse.

3.) FINANCING PROMOTION GUIDELINES

- **Financing Promotions-** Dealer should understand current financing promotions as well as collateral eligibility for specific models, model years, etc. Dealer may be subject to chargeback for subsidy fees or entire loan proceeds due to incorrect submission of collateral and/or selection of incorrect promotional offering for collateral. Refer to OEM's Sales Bulletins and www.sheffieldfinancial.com for details related to specific financing promotions.
- **Subsidy Fees Payable by Dealer-** Select 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 is paid by deducting the Dealer Fee from loan proceeds prior to disbursement to Dealer. Dealer acknowledges that such program terms are confidential and shall 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 and will not list the Dealer Fee paid by Dealer on any invoice or bill of sale unless otherwise permitted by Sheffield. Failure to comply



with this expectation may delay or prevent funding. 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.

- Dealer Incentive Payable to Dealer- Sheffield may periodically establish Financing Plans for which a dealer incentive may be payable to Dealer through either inclusion in the loan proceeds or through a statement detailing the amount earned during the period. If the loan is either paid in full or charged-off within a specified period of time, the dealer incentive may be subject to chargeback. Please refer to the Dealer Flyer which will detail any terms and conditions established by Sheffield.

4.) COLLATERAL

- Pre-owned Collateral Certifications:

- Sheffield finances select pre-owned equipment including powersports, mowers, tractors and trailers. Dealers are eligible for the programs based on the types of new products that they sell. For example, a Sheffield-authorized dealer of new golf car equipment would be eligible for the pre-owned golf car program; a Sheffield-authorized dealer of new tractor equipment would be eligible for the pre-owned tractor program.
- As a participant in a Sheffield pre-owned program, the Dealer agrees to adhere to the Sheffield Financial Dealer Standards and Program Guidelines, and in addition make these certifications regarding the pre-owned collateral. Dealer acknowledges and agrees:
 - That any eligible equipment that was previously sold and requiring registration/titling (whether or not such registration or titling actually occurred) will be financed in a Sheffield pre-owned program and will not be financed in a promotional or standard rate program that is designated for new and unused equipment only.
 - That Sheffield is relying on the dealer representations in its collateral qualification determination and agrees that misrepresentations by dealer, including, but not limited to, the make, model, year, condition, usage hours or mileage (as applicable), lien status of the collateral, etc. will be considered a condition of default under the Sheffield Financial Dealer Standards.
 - That Dealer's collateral condition representations are made as of the date of the application and will continue, remain in effect, and be relied upon by Sheffield, through the date that Sheffield disburses loan proceeds. In the event that the condition of the collateral changes after the time the application is submitted, Dealer is obligated to re-certify the collateral with Sheffield and disclose the changes to the condition of the collateral.
 - That the collateral is free and clear of prior liens and will perfect Sheffield's lien if the equipment is titled. [See Titling section for additional instructions.]
 - That in addition to the requirements listed in the Sheffield Financial Dealer Standards, to the dealer's knowledge, the following collateral conditions do not exist: salvaged, rebuilt/reconstructed, junk, hail

damaged, flood damaged, fire damaged, collision damaged, kit or replica, test vehicle, warranty return, manufacturer buy-back, prior taxi use, prior police use, reissued VIN/Serial #, antique or classic, street rod, undisclosed lien, damaged and unrepairable, gray market, CARS.gov junk, stolen, uncorrected defect, altered or replaced odometer, odometer reading not actual, odometer or usage/mileage altered, usage/mileage exceeds odometer limits, questionable title.

- Additional Pre-owned Powersports Financing requirements may apply- Dealer must qualify certain types of powersports equipment including motorcycles, ATVs, side-by-sides, personal watercraft and snowmobiles through Sheffield's CQC (Collateral Qualification Certificate) website located in the Dealer Portal prior to application approval. The CQC (Collateral Qualification Certificate) is required to be returned with funding package. Please contact Sheffield at 800-438-8892, Option 1 to speak to a Loan Processor with any questions.
- Borrower Returned Equipment- Within one business day of the equipment being returned, Dealer shall contact Sheffield at 800-438-8892, Option 1 to speak to a Loan Processor for instructions.
- Change of Collateral- If there are changes to the collateral after submission of the credit application and prior to allowing the borrower to sign any loan documents, Dealer must contact Sheffield at 800-438-8892, Option 1 to speak to a Loan Processor for instructions. New loan documentation may be required.
- Dealer's Possession of Collateral Post-Sale- Should any collateral come into the Dealer's possession for any reason, Dealer shall hold the collateral in trust for Sheffield and shall promptly notify Sheffield and await further instructions. ***Dealer will not charge Sheffield any storage fees irrespective of whether they may be permissible under Applicable Law. This applies regardless of whether the borrower has failed to pay for repairs or has otherwise abandoned the collateral.***

5.) DEALER FUNDING

- Pre-funding- Items financed on a bill of sale must be delivered to and accepted by borrower prior to submitting loan contract for funding. Pre-funding for any reason is prohibited. By submission of a loan contract to Sheffield, Dealer is attesting that all financed items have been delivered to and fully accepted by the borrower. Should Dealer receive funds prior to Item delivery and acceptance by Purchaser, Lender may require Dealer to purchase the Obligation pursuant to Section 5.2 of the Sheffield Financial Dealer Standards.
- Funding Requirements-
 - Dealer verifies borrower's identity in accordance with Sheffield requirements by checking 2 forms of identification for *each* borrower. One ID must consist of a current valid driver's license (U.S. state issued), other U.S. state-issued ID, U.S. Military driver's license, or current U.S. passport (no temporary ID's accepted) ***Unless requested by Sheffield, the driver's license or other picture ID should NOT be forwarded to Sheffield with either the application or loan funding documents.*** Note: Identification forms must not be expired and signatures must match.

- Dealer verifies borrower (name, address) and collateral information (model year, make, model, and serial #/VIN) is listed and **correct** on loan contract. Complete and accurate information is required on the loan contract. If there was a change in collateral after the contract was issued, contact Sheffield at 800-438-8892, Option 1 for further instruction.
- Dealer confirms final amount due from borrower on sales invoice matches "Amount paid on your account" under "Itemization of Amount Financed," in the second blank labeled "Amount paid on your account." If there are differences, Dealer must contact Sheffield immediately. See below.

ITEMIZATION OF AMOUNT FINANCED

The Amount Financed of \$ 7,278.40 is distributed as follows:

\$ 7,262.40 Amount paid on your account.

Amount paid to others on your behalf:

\$ 16.00 Public Officials

\$ 0.00 Insurance Companies for Property Insurance*

\$ 0.00 Extended Warranty or Breakdown Insurance*

\$ 0.00 Other*

- Dealer submits the following documents for funding via fax to 800-438-8894 within two business days from the note issuance:
 - Loan Contract, Guaranty Agreement (if applicable), and Notice to Cosigner (if applicable). The Notice to Cosigner must be signed by second borrower (co-borrower), if any, or funding will be delayed until the appropriate borrower signs the document. The wet (hand) signature of both the borrower(s) and Dealer are necessary where a signature is required (e-signatures and Power of Attorney not accepted for any party). **Unless otherwise specified by Sheffield, Dealer must witness the borrower's signature on the contract. Dealer attests to all borrower(s) signatures by submission of the loan contract for funding.**
 - Sales Invoice/Bill of Sale- Must be listed in borrower's name itemizing all collateral (model year, make, model, VIN/serial number) and any ancillary products sold. (In case of multiple borrowers, may list in only one borrower's name but should be primary owner/user of collateral.)
 - Ancillary Products- Copies of all ancillary items purchased (service contract, warranty, pre-paid maintenance, GAP, etc.) listing the carrier name, term, and cost. **Non-refundable products are prohibited.**
 - Application for Title (Titled Products) or a front and back copy of Manufacturer's Certificate of Origin listing Sheffield Financial as lienholder (Non-Titled products)- If applicable. Select products financed by Sheffield do not have an MSO. See Titling section below for details.
 - CQC Certificate- If applicable, for pre-owned powersports financing program.
 - All other documentation required by Sheffield that may be requested during the underwriting process on a specific transaction. Examples of requested additional documentation may include:
 - Marine products may require proof of insurance.

- Wisconsin residents must provide information necessary to comply with the requirements under Wisconsin Statutes sections 766.55 and 766.56.
- Funds disbursement- The funding package enters the verification process on the day of receipt during normal business hours. Funding packages that are incomplete, inaccurate, or that are not in compliance with the Program Guidelines may delay or prevent funding. After verification that funding package is acceptable, loan proceeds are transferred via ACH to the bank account submitted by Dealer during the Dealer on-boarding process. Dealer receives an email confirmation listing the borrower and amount of the transaction the same day the funds are transferred.
- Don't Wait! If the funding package was submitted and Dealer has not received an email confirmation within 2 business days, contact Sheffield at 800-438-8892, Option 1 to confirm that your funding package was received. Extended paperwork delays due to incorrect or missing documents may require that a new loan contract be signed and/or the loan not being funded.

6.) TITLING

- Importance of title work- The Sheffield Financial Dealer Standards requires that Dealer perfect liens on Sheffield's behalf for all titled collateral. If applicable, lien perfection should occur via title application with Sheffield's lien applied and/or a notice of lien filing submitted promptly to the borrower's state of residence. Absence of a perfected lien exposes the dealer to potential liability to Sheffield for related loan losses. **Dealer is responsible for lien perfection regardless of customer state of residence at time of sale.**
- Unperfected lien follow up- Sheffield may contact Dealer to inquire on status of a missing title if Sheffield has not received the title with its lien within 45 days of the contract date. Dealer shall provide Sheffield with a status update within 1 business day of request. Dealer shall take all actions necessary to make sure that Sheffield receives the title within a reasonable time. Dealer shall provide Sheffield with any information or copies of documentation as Sheffield may request. A loss incurred due to an unperfected lien exposes a dealer to charge back or repurchase of the specific loan.
- How to apply for title?
 - Dealer will complete title application, or other paperwork as may be required by borrower's state of residence at time of sale, and obtains signatures from the borrower at time of purchase.
 - All title, registration, and Manufacturer's Certificate of Origin (MSO) documentation must be listed in all of the borrowers' names and only in their names. Do not title or prepare MSO of collateral in name of individuals or entities that have not been approved and are not borrowers on the loan contract.
 - Dealer ensures "Sheffield Financial, a division of Truist Bank" is listed as the first lienholder on any forms and on the back of the MSO. If applicable, Dealer includes any lienholder codes assigned to Sheffield by the titling state. Dealer uses the following lienholder address for all states: PO Box 25127, Winston-Salem, NC 27114.

- Dealer promptly submits all completed forms, MSO, and any necessary taxes and/or fees to the state titling agency in the borrower's state of residence. **Dealer does not give to borrower to submit.**
- Dealer includes the signed copy of the title application and MSO documentation when submitting funding documents to Sheffield.
- It is Dealer's responsibility to maintain knowledge of applicable title requirements and be able to complete documents in a timely and accurate manner.
- **UCC Filings-** For loans on non-titled collateral, Sheffield may perfect its security interest by filing a UCC-1 (Uniform Commercial Code) Financing Statement. UCCs are filed via an automated process at Sheffield with no required action by Dealer.
- **Title Optional States-** Sheffield finances select collateral, such as certain off-road units, that are optionally titled in specific states. For these states, Sheffield reserves the right to file a UCC-1 against the collateral to perfect our lien. Dealer ensures "Sheffield Financial, a division of Truist Bank" is listed as the first lienholder on the back of the MSO, and mails to Sheffield Financial at PO Box 25127, Winston-Salem, NC 27114. If Dealer intends to title the unit on the borrower's behalf, Dealer contacts Sheffield at the time of application. If the unit is titled, Dealer must register Sheffield's lien upon the title in accordance with the provisions on titling herein.
- **Sheffield Trade-Ins-** Sheffield pays off the borrower's existing Sheffield loan for the trade-in from the new loan amount and remits to Dealer the net proceeds. **Dealer does not need to mail a check to Sheffield. The title and/or lien release is issued to the dealer upon funding of the new loan contract.** The trade-in must be paid off in full. Any continuation of the borrower's loan, whether by the borrower or Dealer, is considered an act of default and will require immediate pay-off of the loan balance.
- **Electronic Title States-** A number of states issue an electronic title record rather than a paper title. Lien perfection requirements of Dealer are unchanged.
- **Contact information-** Sheffield is available to provide guidance on any requirements and copies of necessary Sheffield form templates. The Titles Department can be reached Monday – Friday, 8:00 AM – 5:00 PM ET at the following:
 - Telephone: 888-438-8870, option 2
 - Email: titles@sheffieldfinancial.com
 - Fax: 888-707-3036

7.) ANCILLARY PRODUCTS

- Ancillary Products include:
 - Service Contract
 - Extended Warranty Protection
 - Tire and Wheel Coverage
 - Debt Cancellation Coverage
 - Prepaid Maintenance Agreement
 - GAP
 - GAP Products must contain the following (in addition to any other requirements under Applicable Law):

- A written disclosure must provide that the coverage is not required by the creditor.
 - Charges or premiums for coverage are disclosed.
 - Customer's signature of acceptance of the product after the previous two items are disclosed.
 - Must be cancelable upon either customer's request or for any borrower default including repossession or charge-off.
 - Sheffield will apply any return premium from cancellations or prepayments to the customer's unpaid loan balance. Dealer must follow any applicable prepayments rules required by Applicable Laws.
 - Theft Coverage
 - Paint Protection Coverage
 - Any other similar product offered through Dealer
- Documentation of any financed ancillary product must be submitted at time of funding as outlined in the Dealer Funding Section of this document.
 - Dealer represents that it complies with all Applicable Laws and disclosures related to selling such products.
 - Dealer represents that all ancillary products comply with Applicable Law.
 - As outlined in the Sheffield Financial Dealer Standards, Sheffield may request a refund of all unearned premiums from a dealer on financed ancillary products when a borrower's account is in default or is charged off.
 - Should a borrower's account go into default or be charged off, Sheffield sends notice requesting a refund of the prorated amount to be paid to Sheffield within 90 days of the date of the notice. If the payment is not received within 90 days of notice, Dealer is subject to ACH draft.
 - The ancillary documentation assists Sheffield in calculating the correct pro-rata portion of the refund.
 - Dealer shall also timely refund the prorated amount in the event of early payoff in accordance with Applicable Laws.

8.) ACCEPTABLE USE STANDARDS OF SHEFFIELD'S NAME AND MARKS

- Dealer is authorized to affix the unique dealer prequalification URL on its website.
- Dealer may create QR Code hang tags for use in the salesroom. [See *Marketing Center* in Marketing/Sales Assistance section for more details.]
- Dealer may advertise Sheffield's Programs to its customers but must comply with all Applicable Laws and required disclosures. Dealer is responsible for knowing the Applicable Laws and may need to obtain legal advice to ensure compliance. [See *Consumer Advertising Disclosures* in Marketing/Sales Assistance section for more details.]
- Dealer may display any point-of-sale materials provided to it by Sheffield in compliance with the terms of this Agreement.

9.) DEALER RESPONSIBILITY FOR MARKETING MATERIALS

Dealer acknowledges that it is responsible for any materials that it produces for informational purposes or to market Sheffield's Financing Plans or other programs. This includes any materials that may periodically be provided to Dealer by Sheffield, including but not limited to flyers, point-of-sale materials, QR Codes, etc. Reasonable control should be maintained over all materials at all times with periodic checks that materials are not outdated or have been altered.

10.) MARKETING/SALES ASSISTANCE

- Marketing Center in Dealer Portal- various features include the following:
 - Unique Dealer Prequalification Web Link
 - Place the unique dealer URL provided in the Marketing Center section of your Dealer Portal on your website.
 - Borrower clicks link to prequalify.
 - Shorter, fully mobile responsive application.
 - With a smart phone, borrower only has to enter their name and last 4 digits of their Social Security Number. Prefill technology will add the rest for a fast online experience.
 - No smart phone? Borrower only has a few additional fields to complete.
 - Instant prequalification decision provided.
 - No impact on borrower's credit with a soft credit pull on the credit report.
 - If prequalified and decides to make the purchase, borrower has the option to complete the full application online or visit your dealership and have you assist them in completing the full application. Before submitting, the disclosures must be shared with the borrower and their consent obtained. A hard credit pull will be placed on the borrower's credit report.
 - If the borrower selects the data share opt-in, the prequalified sales lead with application status will automatically appear in your Dealer Portal.
 - Create your own QR Code Equipment Hang Tags
 - Customer can scan the QR Code while shopping.
 - Links to your unique Dealer Prequalification Web Link so customers can quickly pre-qualify for the purchase.
 - Equipment-specific information will pre-populate on the borrower's application.
 - If borrower selects the data share opt-in, the prequalified sales lead with application status will automatically appear in your Dealer Portal.
- Lead Locator- to fast-track financing for borrowers applying through SheffieldFinancial.com
 - Borrower is pre-approved or prequalified through the online application at SheffieldFinancial.com.
 - Borrower provides you their application number and the last 4 digits of their Social Security Number.




- The application data will populate in your Dealer Portal. Click Finalize to proceed with the application process.
- If unable to locate the application, the borrower may not have selected the data share opt-in. Call 800-438-8892, Option 1 and the Loan Processing Dept. will assist you.
- New to Sheffield Financial? Dealer may email contactme@sheffieldfinancial.com to request a telephone call from a Sheffield Dealer Client Development Officer.
- Dealer Flyers with Dealer's Authorized OEMs' Current Financing Plans- Flyers are blast-emailed to dealer as Programs change. Dealer may contact dealerssetup@sheffieldfinancial.com to update its email address if not receiving these emails. If an email is received without the pdf attachment, Dealer may need to adjust its system's security settings.
- Consumer Advertising Disclosures- If Dealer chooses to advertise current financing plans to consumers, approved templates may be requested from your Sheffield Dealer Client Development Officer or contactme@sheffieldfinancial.com Dealer must use approved advertising disclosures when advertising Sheffield consumer financing programs, and is responsible for compliance with all Applicable Laws governing the advertising of financing plans.
- Point-of-Sales Materials- available upon request. Dealer may contact your Sheffield Dealer Client Development Officer or contactme@sheffieldfinancial.com to request.
- Dealer Hang Tags - Available in the Marketing Center in the Dealer Portal.
- Dealer Open House- or other events where Financing Provided by Sheffield will be displayed. Please contact your Sheffield Dealer Client Development Officer or dealeropenhouse@sheffieldfinancial.com Marketing assistance may be available.


11.) CUSTOMER INFORMATION

- Welcome Letter- Customers receive a welcome letter or email detailing loan information and including Privacy Statement within 7-10 calendar days after opening a new loan.
- Customer Online Account Access (web portal)- Sheffield is introducing a new customer web portal that is more intuitive and provides a host of new features. Access to Sheffield's customer website may be obtained at <https://EZPay.sheffieldfinancial.com>. Access may also be obtained by visiting www.sheffieldfinancial.com and selecting Login, Customers, Sign Up, and then completing the required fields (see screen shot below):



 If you are a current Sheffield customer who has recently experienced a natural disaster or other severe hardship, please call 1-888-438-8870.

User Name

Password
_____ 

Login

[Sign Up](#)

[Can't sign in?](#)

Security

- All information you provide to us on our website is encrypted to ensure your privacy and security.
- Online access is available only to registered account holders.

Sheffield Express 24: 1-800-735-1903

Sheffield's convenient way to make payments and inquire on your account. All you need is a touch-tone phone.

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Register for an account

 PERSONAL DATA

 REGISTRATION

Please enter your 9-digit account number and name exactly how they appear on your Welcome Letter or Billing Statement.

Account Number *

Account Number is required.

First Name

Last Name *

Last Name is required.

E-mail Address *

Social Security Number *

If you've had another Sheffield loan and forgot your user name or password, select the "Cancel and Return to Login" link below and then click on the "Can't sign in" on the login page to recover your login credentials.

Continue



[Cancel and Return to Login](#)



- Statements- Statements are mailed to customers on a monthly basis and may be viewed on the customer website after creating an online account.
- E-Statements- With our new website, as borrowers sign up for access they will be automatically enrolled in e-statements with easy access to change their preference back to paper if they choose. If they remain enrolled, they will receive an e-mail alert monthly when their statement is available to be viewed online. They will also have access to all historical billing statements generated. Paper statements will no longer be mailed if e-statements are selected. Directions for online sign-up can be obtained in the new customer Welcome Letter, through the customer website or by calling Customer Service at 888-438-8837.
- Customer Automatic Draft (ACH)- Customers may sign-up online in the Customer Portal. A form may also be obtained at <https://www.sheffieldfinancial.com/content/dam/bbt/sheffieldfinancial/pdfs/customer-automatic-draft-setup.pdf>.
- Acceptable Methods of Loan Payment- Loan payments are accepted via automatic draft (ACH), customer web portal, automated phone system (IVR) at 800-735-1903, mail, online bill-pay through customer's bank, Money Gram, Western Union, and Sheffield Customer Service at 888-438-8837. Payments sent via mail must include the Payment Coupon provided in the statement and be mailed to Sheffield Financial, PO Box 580229, Charlotte, NC 28258-0229.
- Overnight Delivery- If a payment or other documents need to be forwarded by overnight delivery, customers should call Sheffield Customer Service at 888-438-8837 for mailing instructions.
- Acceptable Types of Loan Payment- Payments accepted include bank account, MasterCard and Visa debit cards, personal check, bank cashier's check, money order, Money Gram, and Western Union. Deposit accounts and card-issuers utilized must be U.S.-based.
- Deceased Customers- Estate representative should contact Sheffield Collections Department at 888-438-8870 for further instructions.
- Wrecked/Damaged Collateral (with or without Insurance Coverage)- Customer or insurance company should contact Sheffield Customer Service at 888-438-8837 for further instructions.

12.) FLOOR PLAN LENDER AMENDMENT

TO SHEFFIELD FINANCIAL DEALER STANDARDS (Section 21, if applicable):

This Floor Plan Lender Amendment to Sheffield Financial Dealer Standard ("Amendment") is between the entity named in the dealer signature section of the Sheffield Financial Dealer Standards ("Dealer") and Sheffield Financial, a division of Truist Bank, a North Carolina banking corporation, together with its successors and assigns ("Lender").

RECITALS:

WHEREAS, the parties have entered into the Sheffield Financial Dealer Standards ("Agreement"); and



WHEREAS, the parties desire to modify the Agreement as set forth herein;

NOW, THEREFORE, the parties to this Amendment, in exchange for full, fair, adequate, and valuable consideration, including the mutual promises, representations, and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, expressly agree to the following.

1. AMENDMENTS TO THE AGREEMENT:

1.1 Section 2.1 is amended and replaced in its entirety as follows:

2.1 Financing of Items by Lender of Contracts. Dealer agrees to submit applications 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, the Amount Financed or principal, as appropriate, will be paid to Dealer by Lender as the purchase price for the Items financed via: (i) 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; (ii) check mailed through the US Postal Service to Dealer's business address; or (iii) transfer to the manufacturer-designated floor plan lender ("Floor Plan Lender") at an account designated by the Floor Plan Lender pursuant to instructions provided by the Floor Plans Lender and delivered to Lender. Any payment made by Lender shall not be final but shall be subject to subsequent review and verification, including the receipt of all documents required by Lender. In no event shall Lender be liable for any incidental or consequential damages. If Lender makes any payment directly to Dealer under the foregoing clauses (i) or (ii) when the payment should have been made to the Floor Plan Lender under the foregoing clause (iii), Dealer agrees that it will be its sole responsibility to contact the Floor Plan Lender and remit any funds as directed by the Floor Plan Lender. If Lender makes payment to the Floor Plan Lender pursuant to the foregoing clause (iii), Lender shall have no responsibility to ensure that the Floor Plan Lender remits to Dealer any amounts due from the Floor Plan Lender to Dealer, and Lender shall have no liability to Dealer if the Floor Plan Lender fails to pay any such amounts to Dealer.

1.2 Section 3 is hereby amended to add, after paragraph 3.19, a new paragraph of 3.20 to read as follows:

3.20 At the date of execution of the Contract or Sales Slip, Dealer has fully observed and performed any and all obligations to be observed or performed

by Dealer under any and all agreements between Dealer and Floor Plan Lender and Dealer has not received written notice of any default, event of default or failure to observe or perform any obligations to be observed or performed by it under any agreement between Dealer and Floor Plan Lender. Dealer is solely responsible to ensure full payment of any indebtedness to Floor Plan Lender.

1.3 Section 4 is amended and replaced in its entirety as follows:

4. Events of Dealer Default. The occurrence of any of the following events constitutes an “Event of Dealer Default” by Dealer under this Agreement: (i) the breach, violation, or failure to pay or perform any covenant, obligation, 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); (ii) 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; (iii) any covenant, representation or warranty made (now or hereafter) by Dealer to Lender is or was untrue or materially misleading; (iv) Lender determining that Dealer has a record or reputation for violating the laws of the United States or any state; (v) the Dealer shall fail to observe or perform any obligations to be observed or performed by it under any agreement between Dealer and Floor Plan Lender; (vi) any event or condition shall occur which enables (or, with the giving of notice or lapse of time or both, would enable) Floor Plan Lender to accelerate the maturity of any indebtedness owed by Dealer to Floor Plan Lender, to terminate any commitment to provide financing or require the mandatory prepayment or purchase of any financing prior to the scheduled maturity thereof without regard to whether Floor Plan Lender shall have exercise or waived its right to do so; or (vii) Lender determining that the prospect of performance of any of Dealer’s obligations under this Agreement is impaired.

1.4 Section 5.1 is amended and replaced in its entirety as follows:

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, warranty or representation in this Agreement is untrue or breached, if any credit application, Contract or Sales Slip 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 or Sales Slip with a Purchaser without Lender’s prior written consent, if Dealer discloses any part of this Agreement, to a Purchaser, if Floor Plan Lender makes any claim against Lender arising from or related to any failure by Dealer to observe or perform any obligation to be observed or performed by Dealer under any agreement between Dealer and

Floor Plan Lender or the exercise by Lender of any right or remedy (including without limitation any right of setoff) provided under this Agreement or Applicable Law or if Dealer fails to perform any obligation it has under a Contract or Sales Slip, 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.

1.5 Section 6 is amended to add, after the last sentence, a new sentence as follows:

Dealer acknowledges that Lender may exercise its right of set off even if it results in no reduction of any applicable floor plan payables where a direct payment (as opposed to payment by exercise of set off) would otherwise have resulted in a payment per Section 2.1(iii).

1.6 Section 9 is amended to add, after the last sentence, a new sentence as follows:

Dealer will adhere to all policies and standards of the applicable manufacturer with respect to the financing of extended warranty or extended service contracts and shall not utilize or promote Lender's Programs to finance extended warranty or extended service contracts in violation of the manufacturer's policies or standard; provided that the financing of any such items shall remain at Lender's sole discretion.

2. General:

2.1 Effect of Amendment

Except as specifically amended hereby, the Agreement, and all terms contained therein, remains in full force and effect.

2.2 Governing Law

This Amendment 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.