

WiseF&I[®] Originator Data Sheet

Single Dealership Signup

Agency: _____
Agent Contact: _____

I. DEALERSHIP INFORMATION (required)

Legal Name: _____ FEIN: _____
D/B/A: _____ Dealer License ID: _____

Business Address - The address that is the physical location of the dealership:

Street Address: _____
City: _____ State: _____ Zip: _____
Main Phone: _____ Main Fax: _____
Website: _____

Mailing Address - If dealership's mailing address differs from that above, please provide below:

Street Address: _____
City: _____ State: _____ Zip: _____

1) Business Legal Organization: Corporation LLC Partnership Sole Proprietor
2) Select Dealership Type and Typical Inventory: Franchised Independent Average Inventory: _____
(New + Used Vehicles)

3) Please indicate preferred integration partner for F&I eContracting: _____

4) Please check all that apply: 4.1) DMS Provider: ADP R&R Advent Other DMS: _____
4.2) F&I Uses: DealerTrack RouteOne F&I Express Menu: _____

5) Dealer Group or Corporate Parent Company (if applicable):

Legal Name: _____ FEIN: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

II. DEALER CONTACT(S) INFORMATION (required)

Dealer Principal: _____ Phone: _____ Email: _____
General Manager: _____ Phone: _____ Email: _____
F&I Director: _____ Phone: _____ Email: _____
F&I Dept. Fax: _____
Office/Business Manager: _____ Phone: _____ Email: _____
Business Office Fax: _____
Service Dept. Manager: _____ Phone: _____ Email: _____
Service Dept. Fax: _____

Setup Notes:

Wise F&I LLC, 900 South Highway Drive, Suite 100, Fenton, MO 63026

Phone: (800) 849-9559 | Fax: (636) 680-0460 | Email: ClientServices@WiseFandI.com

ORIGINATOR AGREEMENT

This Originator Agreement ("Agreement") is made this ____ day of _____, ____ ("Effective Date") by and between Wise F&I LLC, a Missouri limited liability company located at 900 South Highway Drive, Suite 100, Fenton, Missouri 63026 ("Provider"), and _____, located at _____, _____, _____, _____, ("Originator") each individually a party and collectively the parties to this Agreement.

In consideration of the promises and the mutual covenants contained herein, the parties agree as follows:

- 1) **Purpose and Parties:** Originator (and, if applicable, its Affiliates) wants to market to its customers ("Customers") the voluntary protection program(s) offered by Provider ("Program" or "Program(s)"). The term "Program" or "Program(s)" means any and all contract form(s) ("Contract," "Contracts," or "Contract(s)") and related marketing materials provided by Provider to Originator. Provider wants to provide to Originator marketing materials and support in connection with Originator marketing the Program(s) to its Customers. The Program(s) may be identified and further defined in one or more Product Line Addendum(s) that are incorporated into this Agreement ("PLA(s)") as set forth in Section 24 below. For purposes of this Agreement, an "Affiliate" of a party shall mean all parent companies, sister companies, subsidiary companies, affiliate companies, and all entities or partnerships either owned directly by or under common ownership or management of such party. Affiliates shall include, but are not limited to, Originator's Affiliates if applicable, and Provider's Affiliates identified in the PLA(s) or Contract(s) (including, but not limited to, Financial Gap Administrator LLC, Vehicle Service Administrator LLC, Administration American LLC, Gateway Administration Services LLC, and/or Wise Administration Services Corp.).
- 2) **Program Materials:** Provider will supply Originator with Contracts, brochures, written procedures, and other marketing materials in hard copy or electronic form ("Program Materials"). All Program Materials supplied to Originator shall remain the property of Provider and shall be returned to Provider upon termination of this Agreement or upon the request of Provider. Originator shall not change, alter, or modify any Program Materials supplied by Provider. Provider may revise the Program or the Program Materials at any time. When revised Program Materials are provided to Originator, Originator shall stop using all Program Materials being replaced, and shall return such Program Materials to Provider.
- 3) **Administration:** Provider shall administer the Program(s) consistent with the Program Materials, including, but not limited to, properly registering and activating Contracts, processing cancellations, and investigating and processing claims pursuant to the terms of the Contracts. Provider may assign certain Contract administration responsibilities to an Affiliate or third-party entity, and/or utilize an Affiliate or third-party entity as the designated Contract administrator (each hereinafter an "Administrator"). Provider shall secure a contractual liability insurance policy ("CLIP") with an insurance company, rated no less than A- by A.M. Best, that insures and/or indemnifies Provider, Administrator and/or the contractually obligated third-party (each hereinafter an "Obligor") pursuant to the Contract(s) according to the terms and provisions of the CLIP, against amounts the Obligor may be obligated to pay or reimburse for claims or benefits covered under the Contract(s).
- 4) **Procedures:**
 - a) Originator shall offer the Program(s) to Customers utilizing only Contracts provided by Provider. Originator shall originate each Contract only for qualifying vehicles and in accordance with the Program Materials. Originator agrees to indemnify, defend, and hold completely harmless Indemnified Parties (defined in Section 11 below) from, and shall promptly reimburse Indemnified Parties for, all claims, damages, costs, and expenses (including reasonable attorney's fees) arising out of, or related in any way, to any Contract originated by Originator or its Affiliates on a form that (i) has not been supplied by Provider, (ii) has been discontinued or replaced, (iii) has been changed, altered, or modified by Originator or its Affiliates, (iv) a fully completed copy of which has not been provided to Provider in accordance with this Agreement, or (v) is otherwise sold in violation of this Agreement, the Program Materials, or applicable law.
 - b) Originator shall have no authority to (i) alter, modify, waive, or discharge any terms or conditions of any Contract, (ii) incur any liability on behalf of Provider, or (iii) make any representations about any coverage or endorsements that are not contained in the Contract.

- c) Originator agrees to (i) abide by all of the terms and conditions of the Contract(s), (ii) comply with all applicable laws and regulations in connection with offering, financing, and servicing the Contract(s), and (iii) provide all necessary disclosures to Customers and obtain all required authorizations from Customers related to the sale of the Contract(s). Originator shall disclose to each of its Customers prior to the Customer's purchase of a Contract, that the purchase of the Contract is not a condition to obtaining any other product or service, including, but not limited to, any financing, credit, loan, or lease product.
 - d) Provider operates a web-based service platform (herein referred to as the "Platform") designed to allow Originator to electronically originate Contracts and conduct certain other administrative functions including, but not limited to, obtaining relevant reporting, Contract remittance, billing statements, and Contract cancellation quotes. Originator agrees to utilize the Platform to originate Contracts electronically and for such other purposes as described herein pursuant to any applicable process guidelines or procedures that are established and published by Provider. Upon written request from Originator, Provider may, at Provider's sole discretion, allow Originator to originate Contracts manually using preprinted paper forms supplied by Provider.
 - e) Originator agrees that its access to, and use of, the Platform shall be on, and subject to, the terms and conditions of the Platform Terms of Use posted on the Platform at www.WiseFandI.com/PlatformTermsOfUse.aspx, as such Platform Terms of Use may be changed from time to time by Provider ("Terms of Use"). Originator acknowledges that it has received, and read, the Terms of Use that are in effect on the Effective Date, and Originator agrees to be bound by, and comply with, such Terms of Use. Provider may change the Terms of Use by giving notice of such change to Originator by any reasonable means including, without limitation, by posting the updated version of the Terms of Use on the Platform. Any such change shall be effective on the revised "Last Updated" date at the top of such changed Terms of Use. Originator's continued access to, and/or use of, the Platform (including, without limitation, any access to, or use of, the Platform by any user of any credentials issued to Originator for access to, or use of, the Platform (such as a username and password)) after Provider gives the aforementioned notice of a change to the Terms of Use constitutes Originator's agreement to any such changed Terms of Use. Any breach of the Terms of Use by Originator (including, without limitation, any access to, or use of, the Platform by any user of any credentials issued to Originator for access to, or use of, the Platform (such as a username and password)) shall constitute a breach of this Agreement. All initial Authorized Users (as defined in the Terms of Use) are identified on Exhibit A to this Agreement, which by this reference is incorporated herein. Provider shall not be liable for any damages, losses, costs, expenses or other liabilities arising out of Originator's use of, or access to, the Platform.
 - f) Originator agrees to retain and maintain an original of each executed Contract that is originated electronically on the Platform for a period equal to the term of the applicable Contract plus the greater of (i) two (2) years thereafter, and (ii) such longer period as may be required by applicable law. Originator further agrees to deliver to Provider an original of any executed Contract within two (2) business days after a written or oral request for the delivery of such Contract is made by Provider. Originator agrees to indemnify, defend, and hold completely harmless Indemnified Parties (defined in Section 11 below), and any applicable information providers and suppliers, from and against any and all claims, demands, liabilities, judgments, obligations, losses, damages, penalties, fines, amounts in interest, costs, expenses, and disbursements of any kind and nature whatsoever (including, without limitation, any and all attorneys' and expert witness fees and court costs), including any amounts paid in settlement, arising out of, or related in any way to, Originator's failure to (i) retain and maintain the original of each executed Contract as required by this Subsection, or (ii) deliver an original of any executed Contract requested by Provider in accordance with this Subsection.
 - g) In the event that Provider declines to accept for administration a Contract submitted by Originator, Originator agrees to either promptly correct the error, if any, which caused the declination and to resubmit the Contract to Provider or, if the Contract cannot be corrected in accordance with the Provider's requirements, Originator acknowledges that Provider shall not be responsible for administering such Contract and Originator shall be solely responsible for any claims or other obligations related in any way to such Contract. Originator shall not make any misrepresentations concerning such Contract or the Program, and shall not make any statements or take any actions that would cause the Customer to believe that Provider or any of its Affiliates are obligated under, guarantee, or insure performance under such Contract.
- 5) **Accounting and Remittance.** Originator shall pay Provider the "net cost" as specified in the PLA(s) or rate chart(s) for each Contract originated. Unless otherwise agreed to in writing by the parties, Originator shall remit payment to Provider for each Contract issued by Originator, that is not otherwise properly voided in the Platform by Originator, within fifteen (15) days after the last day of the calendar month in which Originator issues the Contract along with a completed remittance form listing all required information for the Contract(s). At Provider's sole discretion and with advance notice to Originator, Provider may configure the Platform to automatically remit Contract(s) issued by Originator on or after the thirtieth (30th) day from the date such Contract was issued if such Contract(s) have not been previously remitted or properly voided by

Originator. Until payment is delivered to Provider, Originator agrees that all amounts representing the net cost received or collected by Originator for Contract(s), are the property of, and shall be held in trust for, Provider. Originator shall not commingle the funds with other funds, and shall not use the funds for personal or any other purpose. The failure of Originator to properly report and remit funds for any Contracts as set forth in this Section shall constitute a material breach of this Agreement.

If Originator fails to properly report to Provider in accordance with this Section any Contract issued by Originator, or fails to remit in accordance with this Section the full net cost to Provider for any Contract issued by Originator, Originator agrees to indemnify, defend, and hold completely harmless Indemnified Parties (defined in Section 11 below) from, and shall promptly reimburse Indemnified Parties for, all claims, damages, costs, and expenses (including reasonable attorney's fees) arising out of, or related in any way, to such Contract. Notwithstanding the foregoing, with respect to Guaranteed Asset Protection Program(s), Provider may, in its sole discretion, agree to waive in writing its indemnification, defend, and hold harmless rights with respect to any Contract upon proper reporting and remittance of the full net cost by Originator, and payment by Originator of an "Indemnification Fee."

Provider may set off any amounts due to Originator under this Agreement against (a) any payments due from Originator or any Affiliate of Originator that remain unpaid when due to either Provider or any Affiliate of Provider, (b) any payments, such as a cancellation-related refund, due from a third-party payee(s) who otherwise received payment(s) pursuant to written authorization by Originator including, but not limited to, a marketing incentive payee, or (c) any payments made by Provider that are the responsibility of Originator. If Originator remits any amount(s) in excess of the full net cost to Provider for any Contract issued by Originator (referred to as "Excess Funds"), Provider may in its sole discretion retain such Excess Funds on behalf of Originator to be applied as payment against any other unpaid amounts due from Originator, any Affiliate of Originator, or as otherwise described in this Section.

- 6) **Taxes and Regulations.** Provider does not make any representations concerning tax consequences of the Contracts or any legal or regulatory requirements associated with the offering or financing of the Contracts. Originator agrees to be responsible for any taxes imposed by law on the Originator or on the issuance of the Contracts, and for complying with any applicable legal or regulatory requirements relating to the offering or financing of the Contracts. As it relates to any and all interaction with Customers by Originator regarding the offering, issuance, or financing of Contracts, Originator agrees not to take any action or engage in any practice that is or could be considered an unfair, deceptive, or abusive act or practice under the Consumer Financial Protection Act or under any other applicable federal or state statute or regulation. Originator agrees to collect, if applicable, and timely remit sales and/or use tax at the applicable rate on all payments by Customers. Originator shall indemnify, defend, and hold completely harmless Indemnified Parties (defined in Section 11 below) from, and shall promptly reimburse Indemnified Parties for, all claims, damages, costs, expenses, taxes, penalties, and interest (including reasonable attorney's fees) arising out of, or related in any way to, Originator's or its Affiliates' failure to collect and timely remit such taxes or failure to comply with legal or regulatory requirements applicable to the offering or financing of the Contracts.
- 7) **Term and Termination.** This Agreement applies to all Contracts submitted to Provider by Originator. Unless terminated as provided in this Section, this Agreement shall be a continuing agreement. Upon termination, Originator shall cease offering and issuing Contracts, all licenses and authorizations provided for herein shall terminate, and all obligations under this Agreement of both parties shall cease; provided that those obligations that apply to Contracts sold by Originator prior to termination, and claims or cancellations filed thereon, shall continue until such Contracts expire. All indemnity, defense, confidentiality, and hold harmless obligations contained in this Agreement shall survive termination of this Agreement regardless of the reason for such termination.

This Agreement may be terminated without cause by either party giving at least ten (10) days prior written notice to the other party. This Agreement shall terminate automatically without notice from Provider if (a) a petition in bankruptcy is filed by or against Originator, (b) Originator makes an assignment for the benefit of creditors, (c) Originator is voluntarily adjudicated as bankrupt by any court of competent jurisdiction, (d) a petition for reorganization of Originator, or if an arrangement with creditors, is filed by or against Originator, (e) a receiver is appointed for all or a substantial part of Originator's business, or (f) Originator ceases to operate as an ongoing concern for any reason including, but not limited to, a closing, outright sale, or material demise of Originator's business. Either party may terminate this Agreement immediately upon the discovery of fraud or material breach of this Agreement by the other party, its agents or employees. Termination for fraud or breach shall be effective immediately upon delivery of written notice to the non-terminating party.

- 8) **Cancellations.** In the event of cancellation of a Contract that is financed, Originator shall refund to the lender the unearned portion of the total price of the Contract retained by Originator that is financed by the lender. If a canceled Contract was not financed, Originator agrees to return to the Customer the unearned portion of the total price of the Contract retained by

Originator. Upon written notice of a cancellation request to Provider, such unearned portion shall be determined by Provider in accordance with the terms of the Contract and applicable law. If applicable, Provider shall pay or credit to Originator an amount representing the unearned portion of the net cost relating to a canceled Contract. In the absence of any written instructions to Provider from the lender/lessor who financed the purchase of the Contract, Originator shall be responsible for remitting the full amount of any cancellation refund in a timely fashion to the Customer, the lender/lessor, or any other party entitled to receive such refund pursuant to the terms of the Contract and applicable statute or law. Originator shall remain financially responsible for such unearned portion of the total price of the Contract retained by the Originator as described herein notwithstanding any and all other circumstances, including, but not limited, to (a) Originator's discontinuation of offering Contracts to Customers under this Agreement, or (b) the material demise or insolvency of the Originator's business.

- 9) **Relationship of the Parties.** The relationship of the parties is that of independent contractors. This Agreement shall not be construed as authority for either party to act for the other in any agency, partnership, joint venture, or any other capacity, or to make commitments of any kind for the account of or on behalf of the other. For purposes of this Agreement, the actions of Originator and Originator's Affiliates, and each of their respective shareholders, directors, officers, members, employees, and representatives, shall be attributed to, and the responsibility and obligation of, Originator.
- 10) **Confidential Information.** From time to time during the term of this Agreement, the Provider may disclose or make available to Originator information about business affairs, financial condition, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by Originator or any of its representatives; (b) is or becomes available to Originator on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of Originator or its representatives prior to being disclosed by or on behalf of Provider; (d) was or is independently developed by the Originator without reference to or use of, in whole or in part, any of the Confidential Information; or (e) is required to be disclosed pursuant to any Applicable Law or a valid order issued by a court or governmental agency of competent jurisdiction. The Originator shall, subject to any applicable laws: (i) protect and safeguard the confidentiality of the Confidential Information with at least the same degree of care as Originator would protect its own confidential information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person, except to Originator's representatives who need to know the Confidential Information to assist Originator, or act on its behalf, to exercise its rights or perform its obligations under the Agreement. Originator shall be responsible for any breach of this Section 10 caused by any of its agents, employees, or representatives. Notwithstanding Section 7 of this Agreement, upon any termination of this Agreement or upon Provider's written request, Originator and its representatives shall promptly return to Provider all copies, whether in written, electronic or other form or media, of the Confidential Information, or destroy all such copies and certify in writing to Provider that such Confidential Information has been destroyed. Provider may seek equitable relief (including injunctive relief) against Originator and its representatives to prevent the breach or threatened breach of this Section 10 and to secure its enforcement, in addition to all other remedies available at law.
- 11) **Indemnification.** In addition to the indemnity, defense, and hold harmless obligations set forth elsewhere in this Agreement, Originator shall indemnify, defend, and hold completely harmless Provider and its Affiliates, and each of their successors, assigns, members, directors, officers, managers, employees, shareholders and agents (collectively referred to as "Indemnified Parties") from and against any and all claims, demands, liabilities, judgments, obligations, losses, damages, penalties, fines, amounts in interest, costs, expenses, and disbursements of any kind and nature whatsoever (including, without limitation, any and all attorneys' and expert witness fees and court costs), including any amounts paid in settlement, arising out of, or related in any way to, Originator's and/or its Affiliates', and/or each of their representatives', agents', or employees' (a) breach of this Agreement including any addenda or amendment(s) thereto, (b) violation of the terms of Contract(s), Program, or Program Materials, (c) representations to Customers concerning Contract terms, coverage, benefits, or endorsements that are factually inaccurate, false, or not contained in the Contract, (d) violation of local, state, or federal laws, statutes or regulations, (e) negligence, willful misconduct, fraud, or misrepresentation, and (f) unfair, deceptive, or abusive acts and practices. Provider and/or its Affiliates may, at their election, assist in the defense of, and choose their own counsel for, any claim, suit, or proceeding by a third party against Provider or its Affiliates which may be reasonably be expected to be subject to this Section 11.

- 12) **Authority.** Originator warrants that the execution of this Agreement is within its powers, has been duly authorized by all necessary corporate, partnership or other action, does not contravene any governmental, regulatory or contractual restrictions on Originator, and that this Agreement is valid and legally enforceable in accordance with its terms.
- 13) **Proprietary Rights.** Originator acknowledges and agrees that Provider has the exclusive right to market any Program containing the words "Wise F&I," "ONWise," and any trade-name, trademark, or other intellectual property identified in PLA(s) to this Agreement or in Program Materials, and that Provider and/or its Affiliates own(s) exclusively all right, title, and interest in and to such trade-names, trademarks, and other intellectual property related thereto as well as any other trade-names, trademarks, and intellectual property owned by Provider and/or its Affiliates (collectively, "Intellectual Property"). Originator acknowledges and agrees that its use of Intellectual Property shall not be interpreted to derogate from such exclusive ownership rights of Provider and/or its Affiliates. Originator agrees not to use any marketing or other promotional material concerning Intellectual Property, other than the Marketing Materials provided by Provider hereunder, without Provider's prior written consent. Originator acknowledges and agrees that its use of any Intellectual Property does not grant, nor is anything herein intended to be construed as granting, Originator any ownership rights thereto. Originator agrees that its use of Intellectual Property is subject to Provider's continued consent and approval, which may be withdrawn at any time. Provider reserves the right, in its sole discretion, to substitute a different trade-name, Contract and/or Program hereunder, in whole or in part.
- 14) **Notices.** All notices regarding this Agreement shall be in writing and sent via United States Postal Service certified or registered mail, postage prepaid, to the address of the receiving party provided above (or the last known address), and such notice shall be effective on the date of mailing. Originator and Provider are obligated to provide written notice of any change of address.
- 15) **Assignment.** Originator may not assign this Agreement without the prior written consent of Provider. Provider may assign this Agreement in whole or in part; however, Provider agrees to notify Originator of any such assignment. Any change in control resulting from an acquisition, merger, or otherwise shall constitute an assignment under this Section.
- 16) **No Waiver.** No failure or delay by either party in exercising any right, power, or remedy with respect to any of its rights hereunder shall operate as a waiver of such right, power, or remedy.
- 17) **Governing Law and Forum Selection.** This Agreement is executed in the State of Missouri and will be governed and interpreted by the laws of the State of Missouri without regard to any conflict of laws rules. The exclusive jurisdiction for resolution of any dispute under this Agreement shall be the federal and state courts located in St. Louis County and St. Louis City, State of Missouri. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought.
- 18) **Notice of Complaints.** Originator shall notify Provider in writing of any complaints filed or threatened to be filed, which materially affect, or could materially affect, the Program(s), the Contracts, or the CLIP coverage for the Program(s).
- 19) **Entire Agreement and Binding Effect.** This Agreement (including all incorporated documents) is the complete and exclusive agreement of the parties with respect to the subject matter herein, and supersedes all prior agreements, negotiations, and communications on such subject matter between Originator and Provider and/or Provider's Affiliates. Each party acknowledges that it has had the opportunity to be represented by counsel in the negotiation of this Agreement, and that the Agreement shall be interpreted as though drafted by both parties. This Agreement shall be binding upon and shall inure to the benefit of each party and their respective successors, executors, personal representatives, and permitted assigns.
- 20) **Amendments.** This Agreement may be amended by Provider upon its providing Originator with thirty (30) days prior written notice; provided that any such amendment is not rejected by Originator within such thirty (30) day period. Any such amendment shall be effective with respect to Contracts sold by Originator after the expiration of the thirty (30) day period. Notwithstanding the foregoing, this Agreement may be amended in writing by mutual consent of the parties.
- 21) **Severability.** If any provision(s) of this Agreement is declared or found to be illegal, unenforceable, or void, then such provision(s) shall be deemed amended to the extent necessary to make it legal and enforceable while preserving its intent, and all other provisions shall remain in full force and effect.
- 22) **Records.** Originator shall maintain true and complete records of all Contracts it sells. All of Originator's books, records, and files related to the Program(s), Contracts, and business covered by this Agreement shall be open at all reasonable times during the normal business hours of Originator to inspection by Provider or its authorized representatives.

23) **Counterparts.** This Agreement and any addenda or amendment hereto may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall constitute one and the same instrument. The parties agree to execute this Agreement, and conduct business thereunder, by electronic means. Electronic signatures and electronically scanned or facsimile signatures on this Agreement and any addenda or amendment hereto will have the same effect as original manual signatures.

24) **Product Line Addendum(s) (“PLA(s)”)**. As of the Effective Date, Originator acknowledges and agrees that the following PLA(s) are attached to, and incorporated into, this Agreement:

- i. Mechanical Vehicle Service Contract
- ii. Guranteed Asset Protection
- iii. Ancillary Bundled Vehicle Service Contract
- iv. Powertrain Limited Warranty
- v. Vehicle Protection Product Warranty
- vi. Vehicle Value Protection

Subsequent to the Effective Date, additional PLA(s) may be requested by Originator and authorized by Provider in its sole discretion. Such additional PLA(s) are effective and incorporated into this Agreement as of the date the additional PLA is fully executed by the parties. All PLA(s) may be amended at the sole discretion of Provider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the date first above written.

Originator:

Provider:

Wise F&I LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A to Originator Agreement

Authorized users to whom Platform Credentials should be issued:

Management Personnel			These users will have admin-like, hi-level access to the Platform including all those rights below plus rate mark-up, price limit and template edit rights.		
	First Name	Last Name	Phone	Ext.	Email Address
1)					
2)					
3)					
Back-office or Administrative Personnel			These users will be able to view, void and/or remit contracts; in addition to retrieving billing statements and obtaining cancellation quotes.		
	First Name	Last Name	Phone	Ext.	Email Address
1)					
2)					
3)					
4)					
F&I Personnel			These users will be able to originate, rate and view quotes and then laser print final contracts for customer's signature.		
	First Name	Last Name	Phone	Ext.	Email Address
1)					
2)					
3)					
4)					
5)					
6)					

**MECHANICAL VEHICLE SERVICE CONTRACT
PRODUCT LINE ADDENDUM
To Originator Agreement**

THIS MECHANICAL VEHICLE SERVICE CONTRACT PRODUCT LINE ADDENDUM (“Addendum”) is on this _____ day of _____, _____ (“Effective Date”) attached to, and incorporated into, the Originator Agreement between _____ (“Originator”) and Wise F&I LLC (“Provider”) (hereinafter the “Agreement”).

WHEREAS, Originator desires to offer mechanical vehicle service contracts (“Contracts”) to its retail vehicle or loan customers; and,

WHEREAS, Provider offers a mechanical vehicle service contract program (“Program”) and desires to provide, maintain, and administer its Program for the benefit of the Originator and its Customers.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

Unless otherwise defined herein, the terms contained in this Addendum have the same meaning as those defined in the Agreement. In the event of any conflict between the provisions of this Addendum and those of the Agreement, the provisions of this Addendum shall control.

I. ORIGINATOR RESPONSIBILITIES

Originator acknowledges and agrees,

- a. To offer Contracts under the Program to its retail vehicle or loan customers (“Customers”) on all eligible vehicles during the term of this Addendum.
- b. To follow the underwriting guidelines issued by the Provider from time to time on forms supplied by the Provider. Such guidelines will determine which vehicles are eligible for coverage under the Program. Any Contracts issued in violation of such guidelines will be voidable or, if the Contracts cannot be voided, will result in the loss of claims reimbursement to the Originator with respect to such Contracts.
- c. That the Provider reserves the right to decline any Contracts submitted by the Originator that do not qualify under the Provider’s guidelines, or are not submitted within forty-five (45) days from the date of purchase.
- d. That eligible vehicles include only those vehicles that follow the Provider’s guidelines. For Contracts, such eligible vehicles must be in sound mechanical condition at the time of sale and any pre-existing condition(s) are the sole responsibility of the Originator and shall not be covered under a Contract.
- e. In the event of a cancellation, to return to the lender that financed the purchase price of the Contract its retained portion of the total charge for the Contract in the amount calculated by the Provider pursuant to the terms of the Contract. In the event the Contract was not financed, the Originator agrees to return to the Customer its retained portion of the total charge for the Contract in the amount calculated by the Provider pursuant to the terms of the Contract.
- f. To permit the Provider or its authorized representatives during normal business hours to enter the Originator’s place of business to inspect and examine all records relative to the issuance of Contracts or the subject matter of this Addendum, during the term of this Addendum and for one (1) year following the expiration of all such Contracts, for the purpose of review and audit.
- g. To stop offering Contracts to Customers should this Addendum be terminated by either the Originator or the Provider.
- h. Where applicable, to be responsible for the collection and remittance of any state sales taxes which may be levied against Contracts sold by the Originator.
- i. That if the Provider declines to issue a Contract to a Customer, that the Originator is responsible for refunding all monies due to the Customer for said Contract and will notify the Customer that all such coverage is null and void.
- j. That the Provider assumes no obligation for the workmanship, quality of repairs or replacement of parts; nor for any bodily injury or property damage caused directly or indirectly by the failure or malfunction, or any other cause, of a vehicle or any part thereof, nor for any other obligation not specifically provided for in the Contract; and the Originator agrees to hold the Provider harmless from any and all such obligations, damage, and expense.

II. PROVIDER RESPONSIBILITIES

Provider acknowledges and agrees,

- a. To provide, maintain, and administer the Program and further agrees that reimbursement for all valid Contract claims will be provided by the insurer or the Provider, as appropriate.
- b. To supply to the Originator all Contract forms, transmittals, underwriting guidelines, rate charts, product brochures and other such forms as the Provider may hereafter supply for use in the Program in the quantities reasonably needed from time to time by the Originator.
- c. To service and provide claim benefits in accordance with the Provider's current claim guidelines for those Contracts that have been received and accepted by the Provider, and paid for by the Customer.
- d. To adhere to the confidentiality and privacy guidelines listed herein.

III. CONFIDENTIALITY AND PRIVACY OF CUSTOMER INFORMATION

- a. The parties hereto acknowledge that each party may collect non-public personal and financial information about Customers from information each receives on such Contracts and other forms from the Customers. The parties hereto acknowledge that the Provider may also collect information regarding Customers' transactions with the Provider and its affiliates, information received from certain databases, and information received from a public or consumer reporting agency. The foregoing types of information received by the parties shall collectively be called "Confidential Information". Each party agrees not to disclose (nor permit unauthorized access to) any Confidential Information about Customers or former Customers to anyone, except as permitted by law. However, the Provider may make disclosures to any affiliated or nonaffiliated third parties without prior authorization from financial institution, but only as permitted by law. The parties understand that the release of Confidential Information may be necessary to carry out the services and obligations required pursuant to a Contract, or pursuant to this Addendum, and that such release shall not be considered a breach of this confidentiality provision, provided that the disclosure is made in accordance with applicable federal and state law. Each party agrees to restrict access to Confidential Information about Customers only to those employees or entities who need to know that information to provide service to Customers under this Addendum. Each party agrees to maintain physical, electronic, and procedural safeguards that comply with applicable federal and state law to guard Customers' Confidential Information.
- b. Each party further agrees that it will not use or transfer the Confidential Information other than to carry out the purposes set forth herein. All information disclosed by a party in connection with this Addendum shall be deemed that party's Confidential Information. Each party agrees to promptly destroy or return to the other party, upon request or upon termination of the relationship between the parties, all of the other party's Confidential Information.
- c. The Originator and the Provider agree to adhere to all applicable privacy laws, including, but not limited to the PCI Data Security Standards, as it may be amended from time to time, and if the Financial Institution is a Credit Union, the National Credit Union Administration (NCUA) Privacy Rules in 12 CFR Part 716.11(c) (the "privacy laws"). The Originator will indemnify the Provider for the Originator's violation of privacy laws. Confidential Information will not be duplicated or created, in whole or in part, by either party, without the express written consent of the disclosing party, or only as permitted under this Addendum. The Provider and the Originator each agree not to use such Confidential Information to their own commercial advantage or in any other manner except in the performance of this Addendum.
- d. Each party will provide immediate written notification to the other party of any occurrence involving (i) the unauthorized disclosure of any Confidential Information and (ii) any security breaches of the computer systems on which such Confidential Information is stored. The party sending notification to the other party shall take any necessary and reasonable action to prevent further disclosure. This Section III shall survive the termination of this Addendum.

IV. TERM & TERMINATION

Beginning on the Effective Date indicated above, this Addendum shall continue indefinitely unless terminated as provided for in this Section IV.

- a. This Addendum shall terminate immediately if the Agreement is terminated for any reason.
- b. This Addendum may be terminated at any time by either party upon giving thirty (30) days' written notice to the other party. The Provider may initiate immediate termination of this Addendum in the event of (including but not limited to) fraud, insolvency, misrepresentation, or misappropriation of funds by the Originator. In

the event of such termination, the Originator agrees to stop offering Contracts to Customers. Unless so terminated, this Addendum shall be a continuing agreement.

- c. All supplies furnished pursuant to this Addendum to the Originator by the Provider shall be returned to the Provider upon termination of this Addendum.
- d. Upon termination, all obligations hereunder of either party shall cease, provided however that the Originator and the Provider shall remain responsible in accordance with the provisions of this Addendum for all Contracts issued and paid for prior to date of termination.

V. GENERAL PROVISIONS

- a. This Addendum supersedes any and all previously written and/or verbal agreements between the parties that pertained to mechanical vehicle service contracts.
- b. Both the Originator and the Provider agree to abide by the terms, conditions, rules, etc. of the current operations manual and other materials issued by the Provider from time to time. Such material is hereby incorporated by reference and made a part of this Addendum.

**GUARANTEED ASSET PROTECTION
PRODUCT LINE ADDENDUM
To Originator Agreement**

THIS GUARANTEED ASSET PROTECTION PRODUCT LINE ADDENDUM ("Addendum") is on this ____ day of _____, _____ ("Effective Date") attached to, and incorporated into, the Originator Agreement between _____ ("Originator") and Wise F&I LLC ("Provider") (hereinafter the "Agreement").

WHEREAS, Originator desires to include guaranteed asset protection ("GAP") addendums or contracts (hereinafter collectively "GAP Contracts") with the retail installment sales contract, loan or lease that Originator offers to its Customers to finance the purchase or lease of new and used vehicles meeting certain eligibility requirements; and,

WHEREAS, Provider offers a GAP program ("GAP Program") and desires to provide, maintain, and administer the GAP Program for the benefit of Originator and its Customers.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

As it relates to the GAP Program, Provider may utilize an Affiliate including but not limited to Financial Gap Administrator LLC ("FGA") to provide certain services under the GAP Program. Hereinafter in this Addendum, the term "Administrator" shall be defined to include as applicable Provider, FGA, and any additional Affiliate that Provider may so designate in the future.

Unless otherwise defined herein, the terms contained in this Addendum have the same meaning as those defined in the Agreement. In the event of any conflict between the provisions of this Addendum and those of the Agreement, the provisions of this Addendum shall control. This Addendum supersedes any and all previously written and/or verbal agreements between the parties that pertained to GAP Contracts. Both Originator and Administrator agree to abide by the terms, conditions, rules, etc. of the current operations manual and other materials issued by Administrator from time to time. Such material is hereby incorporated by reference and made a part of this Addendum.

1) ADMINISTRATOR RESPONSIBILITIES

Administrator acknowledges and agrees,

- a) To assist Originator in securing coverage under a contractual liability insurance policy or reimbursement insurance policy (collectively hereinafter the "Gap Policy") to be issued by an insurance company ("Underwriter") rated no less than A- by AM Best. Upon written request from Originator, Administrator shall provide Originator with evidence of the Gap Policy coverage with respect to the GAP Contract(s).
- b) To provide, maintain, and administer the GAP Program in compliance with the applicable Program Materials, GAP Contract, and associated Gap Policy.
- c) To supply to Originator GAP Contract forms and Program Materials including but not limited to form utilization guidelines, transmittals, underwriting guidelines, rate charts, vehicle eligibility guidelines, product brochures and other such forms as Administrator may hereafter supply for use under the GAP Program and in the quantities reasonably needed from time to time by the Originator.

2) ORIGINATOR RESPONSIBILITIES

Originator acknowledges and agrees,

- a) For a given GAP Contract form provided by Administrator, various limitations, exclusions, vehicle eligibility guidelines and/or surcharges may apply. Administrator may provide one or more GAP Contract forms to Originator and each such GAP Contract form may require or utilize different limitations, exclusions, vehicle eligibility guidelines and/or surcharges.
- b) That Administrator may designate certain GAP Contract form(s) for use exclusively with certain designated automotive finance company(s) and Originator agrees to utilize such forms accordingly.
- c) To utilize the correct, current rate chart issued by Administrator applicable to each GAP Contract form in order to determine the applicable net cost to be remitted to Administrator pursuant to Section 5. of the Agreement.
- d) Self-financed Transactions are not allowed. A Self-financed Transaction (a/k/a Buy Here Pay Here "BHPPH" transaction) shall be defined as an installment sale contract/loan/lease that is funded and retained by the Originator or an affiliate of Originator. However, upon written request from Originator and at Administrator's sole discretion, Administrator may allow Self-financed Transactions on certain GAP Contract form(s) that are properly submitted by Originator with payment of a specific, designated surcharge.

- e) GAP Contracts are cancellable and Originator's compensation subject to refund. A cancellation fee may apply pursuant to the provisions of the given GAP Contract.
 - i) Originator acknowledges that a lender to whom Originator assigned a retail installment sales contract, loan or lease with a GAP Contract attached ("Assignee Lienholder") may initiate the cancellation(s) of a GAP Contract directly with Administrator.
 - ii) For all such cancellations initiated by an Assignee Lienholder, and all other GAP Contract cancellation(s) initiated either by Originator or Customer, Originator agrees to timely process all cancellation refunds pursuant to Section 8. of the Agreement and any written instructions provided by Administrator.
 - iii) Originator agrees that it may not unilaterally amend or change any written cancellation instructions provided by Administrator and therefore may not charge any additional administrative or processing fee(s) at the time of cancellation that were not otherwise originally disclosed in the GAP Contract.
- f) That unless otherwise indicated on the GAP Contract, as an initial party to the vehicle retail installment sales contract, loan or lease with its Customers, Originator is an Obligor for GAP Contract(s) pursuant to Section 3. of the Agreement.
- g) That unless otherwise indicated on the GAP Contract, Administrator is not an obligated party on any Gap Policy or GAP Contract(s), and that Administrator may, at the direction of the Underwriter, adjudicate, authenticate, underwrite, adjust or pay claims on GAP Contract(s) as an authorized agent for and on behalf of the Underwriter. Consequently, Administrator shall not be responsible or liable for any claims or other obligations related in any way to any Gap Policy, or GAP Contract(s).
- h) GAP benefit coverage is subject to the terms of both the GAP Contract and the Gap Policy issued by Underwriter to Obligor.
- i) Originator shall indemnify, defend, and hold Administrator and its parent companies, successors, assigns, affiliates, and members completely harmless from, and shall promptly reimburse Administrator and its parent companies, successors, assigns, affiliates, and members for, all costs, claims, damages and expenses (including reasonable attorney's fees) relating in any way to such claim or obligation, including, but not limited to, any claim made by a Customer that relates in any way to any Gap Policy or GAP Contract(s).

3) TERM & TERMINATION

Beginning on the Effective Date indicated above, this Addendum shall continue indefinitely unless terminated as provided for in this Section 3.

- a) This Addendum shall terminate immediately if the Agreement is terminated for any reason.
- b) This Addendum may be terminated at any time by either party upon giving thirty (30) days' written notice to the other party. Administrator may immediately terminate this Addendum in the event of (including but not limited to) fraud, insolvency, misrepresentation, or misappropriation of funds by Originator. In the event of such termination, Originator agrees to stop offering GAP Contracts to Customers.
- c) All Program Materials furnished pursuant to this Addendum to Originator by Administrator shall be promptly returned to Administrator upon termination of this Addendum.

**ANCILLARY BUNDLED VEHICLE SERVICE CONTRACT
PRODUCT LINE ADDENDUM
To Originator Agreement**

THIS ANCILLARY BUNDLED VEHICLE SERVICE CONTRACT PRODUCT LINE ADDENDUM (“Addendum”) is on this ____ day of _____, _____ (“Effective Date”) attached to, and incorporated into, the Originator Agreement between _____ (“Originator”) and Wise F&I LLC (“Provider”) (hereinafter the “Agreement”).

WHEREAS, Provider offers a suite of ancillary bundled benefit vehicle service contracts (“Contract(s)”) and supporting program collateral and materials (collectively hereinafter “Program(s)”) and desires to provide, maintain, and administer the Program(s) for the benefit of Originator and its Customers; and,

WHEREAS, the Program’s Contracts(s) typically include, but are not limited to, one or more ancillary coverage benefits such as: Key or Key Fob Repair or Replacement, Interior or Exterior Surfaces Protection, Paint-less Dent Repair (PDR), Road Hazard Tire & Wheel Protection with or without Cosmetic Wheel Coverage, Windshield Protection, Emergency Roadside Assistance and/or Alternative Transportation coverage.

WHEREAS, Originator desires to utilize the Program(s) and offer one or more Contract(s) each featuring one or more ancillary coverage benefits, to its Customers.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

As it relates to the Program, Provider may utilize one or more Affiliate(s) including but not limited to Vehicle Service Administrator, LLC or Wise Administration Services Corp., and/or a third-party entity to provide certain services under the Program including but not limited to serving as the designated Administrator and/or Obligor on a given Contract(s).

Unless otherwise defined herein, the terms contained in this Addendum shall have the same meaning as those defined in the Agreement. In the event of any conflict between the provisions of this Addendum and those of the Agreement, the provisions of this Addendum shall control. This Addendum supersedes all previously written and/or verbal agreements between the parties that pertain to Program(s) that are the same or similar to that contemplated hereunder. Both Originator and Provider agree to abide by the terms, conditions, rules, etc. of the current operations manual and other materials issued by Provider from time to time. Such material is hereby incorporated by reference and made a part of this Addendum.

1) PROVIDER RESPONSIBILITIES

Provider acknowledges and agrees,

- a) To provide, maintain, and administer the Program(s) pursuant to the Contract(s) and any applicable operations manual or guidelines issued hereunder.
- b) To setup electronically in the Platform or otherwise supply to Originator all Contract form version(s), transmittals, underwriting guidelines, rate charts, product brochures, and other Program Materials requested by Originator as Provider may hereafter reasonably supply for use under the Program.
- c) To service and provide claim benefits in accordance with Provider’s current claim guidelines for those Contracts that have been received and accepted by Provider, and paid for by Originator.
- d) That reimbursement for all valid Contract claims will be provided by Provider or the CLIP insurer, as appropriate.

2) ORIGINATOR RESPONSIBILITIES

Originator acknowledges and agrees,

- a) To offer one or more ancillary bundled benefit Contract(s) to its Customers on all eligible vehicles during the term of this Addendum.
- b) That eligible vehicles include only those vehicles that follow Provider’s guidelines. For Contracts, such eligible vehicles must be in sound mechanical condition at the time of sale and any pre-existing condition(s) are the sole responsibility of Originator and shall not be covered under a Contract.
- c) That Provider reserves the right to decline and reject any Contracts submitted by Originator that do not qualify under Provider’s guidelines, or are not submitted within forty-five (45) days from their effective date.
- d) That if Provider declines to issue a Contract to a Customer, that Originator is responsible for refunding all monies due to the Customer for said Contract and will notify the Customer that all such coverage is null and void.

- e) Where applicable and pursuant to Section 6 of the Agreement, to be responsible for the collection and remittance of any state sales taxes which may be levied against Contracts sold by Originator.
 - f) Contract(s) are cancellable and Originator's compensation subject to refund. A cancellation fee may apply pursuant to the provisions of the given Contract.
 - i) Originator acknowledges that a lender to whom Originator assigned a retail installment sales contract, loan or lease that financed the purchase of a vehicle and Contract ("Assignee Lienholder") may initiate the cancellation of the Contract directly with Provider in the event of vehicle total loss, loan default or repossession.
 - ii) For all such cancellations initiated by an Assignee Lienholder, and all other Contract cancellation(s) initiated either by Originator or Customer, Originator agrees to timely process all cancellation refunds pursuant to Section 8 of the Agreement and any written instructions provided by Provider.
 - iii) Originator agrees that it may not unilaterally amend or change any written cancellation instructions provided by Provider and therefore may not charge any additional administrative or processing fee(s) at the time of cancellation that were not otherwise originally disclosed in the Contract.
 - g) That notwithstanding Section 22 of the Agreement, to permit Provider or its authorized representatives during normal business hours to enter Originator's place of business to inspect and examine all records relative to the issuance of Contracts or the subject matter of this Addendum, during the term of this Addendum and for up to one (1) year following the expiration of all such Contracts, for the purpose of review and audit.
 - h) To stop offering Contracts to Customers should this Addendum be terminated by either Originator or Provider.
 - i) That Provider assumes no obligation for the workmanship, quality of repairs or replacement of parts; nor for any bodily injury or property damage caused directly or indirectly by the failure or malfunction, or any other cause, of a vehicle or any part thereof, nor for any other obligation not specifically provided for in the Contract; and Originator agrees to hold Provider harmless from any and all such obligations, damage, and expense.
- 3) **TERM & TERMINATION**
- Beginning on the Effective Date indicated above, this Addendum shall continue indefinitely unless terminated as provided for in this Section 3.
- a) This Addendum shall terminate immediately if the Agreement is terminated for any reason.
 - b) This Addendum may be terminated at any time by either party upon giving thirty (30) days' written notice to the other party. Provider may immediately terminate this Addendum in the event of (including but not limited to) fraud, insolvency, misrepresentation, or misappropriation of funds by Originator. In the event of such termination, Originator agrees to stop offering Contracts to Customers.
 - c) All Program Materials furnished pursuant to this Addendum to Originator by Provider shall be promptly returned to Provider upon termination of this Addendum.
 - d) Upon termination of this Addendum, all obligations hereunder of either party shall cease, provided however that Originator and Provider shall remain responsible in accordance with the provisions of this Addendum for all Contracts that are issued prior to the date of termination, then remitted and paid by Originator pursuant to Section 5 of the Agreement.

**POWERTRAIN LIMITED WARRANTY
PRODUCT LINE ADDENDUM
To Originator Agreement**

THIS POWERTRAIN LIMITED WARRANTY PRODUCT LINE ADDENDUM (“Addendum”) is on this ____ day of _____, _____ (“Effective Date”) attached to, and incorporated into, the Originator Agreement between _____ (“Originator” or “Dealer”) and Wise F&I LLC (“Provider” or “Administrator”) (hereinafter the “Agreement”).

WHEREAS, Dealer desires to operate a powertrain limited warranty program (“PLW Program”) and provide its customers with a powertrain limited warranty (“Limited Warranty”) on new and used vehicles meeting certain eligibility requirements; and;

WHEREAS, Administrator desires to assist Dealer in its operation and administration of the PLW Program.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

I. DEALER RESPONSIBILITIES

Dealer acknowledges and agrees,

- a. To offer Limited Warranties to all of its retail customers (hereafter referred to as “Purchasers”) on all eligible vehicles during the term of this Addendum.
- b. To follow the underwriting and claims guidelines (hereafter defined as the “Guidelines”), issued by the Administrator from time to time, on forms or rate charts supplied by the Administrator. Such Guidelines will determine which vehicles are eligible for the PLW Program. Any violation of the Guidelines by the Dealer will result in the denial of coverage for the ineligible vehicle. Denied coverage shall be the sole responsibility of the Dealer.
- c. That under no circumstances may a Limited Warranty be offered to a prospective Purchaser for a separate price.
- d. To pay Administrator the “net cost” as specified in the applicable rate chart(s) for each Limited Warranty originated. Unless otherwise agreed to in writing by the parties, Dealer agrees to remit payment to Administrator weekly for each Limited Warranty issued by Dealer, that is not otherwise properly voided in the Platform by Dealer, within ten (10) days following the last day of each week in which Dealer issues the Limited Warranty, along with a completed remittance form listing all required information for the Limited Warranty(s). Failure to submit the foregoing to the Administrator within fifteen (15) days of the Limited Warranty application’s inception date may result in denial of coverage.
- e. That eligible vehicles are only those vehicles that qualify per the Guidelines and are in sound mechanical condition at the time of sale. Dealer shall be solely responsible for the condition of the vehicle at the time of sale to Purchaser. Accordingly, Dealer shall be responsible for covered failures that existed on the vehicle at the time of sale. Any misrepresentation or concealment of a material fact by the Dealer for the purpose of securing a Limited Warranty shall constitute a material breach of this Addendum.
- f. To keep copies of all repair orders and all scheduled maintenance orders (“Orders”) as recommended by the manufacturer’s owner’s manual performed on eligible vehicles sold and leased by Dealer covered by a Limited Warranty. Copies of Orders must indicate: customer name, Order number, Order date, Vehicle Identification Number, a description of the vehicle, vehicle mileage at the date of the Order, and a completed description of services performed.
- g. That this Addendum does not provide whatsoever for the cancellation of a Limited Warranty.
- h. To contact the Administrator for prior approval before servicing any mechanical failure under a Limited Warranty.
- i. To inform Administrator before initiating any covered repair or replacement, of all circumstances or conditions including but not limited to Purchaser’s neglect, abuse, failure to perform required services, alteration of vehicle, etc., that would exclude coverage under the Limited Warranty.
- j. That the repair of any mechanical failure not covered under a Limited Warranty will not be reimbursed to the Dealer by the Administrator.
- k. To retain all records relating to the Warranties on the subject matter of this Addendum until one (1) year following the expiration of such Warranties for the purpose of review and audit by Administrator.

- l. That Administrator assumes no obligation for the workmanship, quality of repairs or replacement of parts; nor for any bodily injury or property damage caused directly or indirectly by mechanical failure or malfunction, or any other cause of a vehicle or any part thereof.

II. ADMINISTRATOR RESPONSIBILITIES

Administrator acknowledges and agrees,

- a. To install, maintain, and administer the PLW Program.
- b. To supply to the Dealer, terms and conditions forms, transmittals, underwriting guidelines, rate charts, and other such forms as the Administrator may hereafter supply for use in the PLW Program in the quantities needed from time to time by Dealer.
- c. To assist the Purchaser in receiving benefits provided under a Limited Warranty, in accordance with Administrator's current claims submission guidelines.
- d. To administer and evaluate each claim and to determine whether any such repair, replacement or payment is covered by the Limited Warranty. Upon authorization of a claim, Administrator shall be responsible for making or paying the cost of any covered repairs or replacements, and for making any other payments required under the Limited Warranty.
- e. To process, adjust and pay Valid Warranty Claims in accordance with claims procedures in a timely and professional manner. All claims payments authorized shall be reduced by the applicable deductible which shall be collected and retained by Dealer.

III. LIMITED WARRANTY CLAIMS

"Valid Warranty Claims" are defined as those claims which have been approved by the Administrator prior to the repair being completed, on Warranties that are in force and have been received and accepted by the Administrator, and fully paid for by the Dealer.

Dealer agrees to the following obligations upon receiving a Valid Warranty Claim from a Purchaser:

- a. In its capacity as a qualified repair facility and pursuant to the provisions of the Limited Warranty and this Addendum, to repair/replace any covered part(s) due to mechanical failure, or to arrange to provide for covered repairs in accordance with any Limited Warranty issued.
- b. To collect and retain from Purchaser any service fee or deductible as provided for in the Limited Warranty.
- c. To submit each claim to Administrator for payment within ten (10) days after completion of the corresponding repair. This includes submitting all claim documents, repair orders, and all necessary maintenance records. Claim forms and repair orders must be properly completed and signed. Claims not submitted to Administrator within thirty (30) days after completion of repairs may not be honored and Dealer assumes responsibility for such claims.
- d. That the labor manual used for calculating repair times and hourly rates charged shall be any then-current, nationally recognized flat rate guide (e.g. AllData or Mitchell), approved in advance by Administrator. Parts pricing shall not exceed the manufacturer's suggested list price. Sublet repairs shall be reimbursed at actual Dealer cost. Administrator must agree in writing to any increase. Any request for an increase shall be submitted in writing with supporting factory or other documentation.
- e. That breakdowns occurring within the first fifteen (15) days of the Limited Warranty's inception date will, at the Administrator's discretion, qualify for claims consideration by the Administrator as a Valid Warranty Claim. Denied claims will be the sole responsibility of the Dealer.
- f. To unconditionally guarantee all parts, materials and services as supplied by the Dealer against faulty workmanship and/or defective materials under normal use for a minimum of one hundred eighty (180) days or six thousand (6,000) miles, whichever shall occur first, from the date repairs are completed and the vehicle returned to Purchaser.

IV. HOLD HARMLESS

Dealer shall be solely responsible and liable for all advertising, warranty, and vehicle disclosures required by law and for the accuracy of all information presented in relation to any vehicle sold utilizing the PLW Program. Neither Administrator, nor any of its affiliates or contractors shall be liable for the condition of any vehicle sold by Dealer.

Dealer shall indemnify and hold Administrator, its affiliates, contractors and their respective officers, directors, employees and agents harmless from and against any and all claims, losses, damages, costs and expenses including, without limitation, reasonable attorney's fees and amounts paid in a good faith settlement, which may be suffered or incurred by any of them as a result of any claim or action by any person arising in any manner from Dealer's use of the PLW Program, breach of this Addendum or otherwise arising out of any act or omission of Dealer, its employees, agents or representatives. Dealer's obligations under this Section IV. shall survive termination of this Addendum.

V. TERM & TERMINATION

Beginning on the Effective Date indicated above, this Addendum shall continue indefinitely unless terminated as provided for in this section V. This Addendum shall terminate immediately if the Agreement is terminated for any reason. Administrator may terminate this Addendum at any time upon ninety (90) days prior written notice; however, in the event of a material breach of this Addendum by Dealer or Dealer's failure to comply with any applicable law including, without limitation, Federal Regulation Z, the Magnuson-Moss Warranty Act or other state and federal laws governing warranties then Administrator may immediately terminate this Addendum upon written notice to Dealer. In the event of a termination by Administrator, all amounts outstanding owed by Dealer to Administrator shall be paid immediately. The termination of this Addendum shall not be deemed a termination of the Agreement or any other agreements entered into between the parties.

Administrator and Dealer each agree to be bound by all of the terms and conditions of the Agreement, and Dealer expressly acknowledges its independent contractor relationship with Administrator as described in the Agreement. Unless otherwise defined herein, the terms contained in this Addendum have the same meaning as those defined in the Agreement. In the event of any conflict between the provisions of this Addendum and those of the Agreement, the provisions of this Addendum shall control.

**VEHICLE PROTECTION PRODUCT & WARRANTY
PRODUCT LINE ADDENDUM
To Originator Agreement**

THIS VEHICLE PROTECTION PRODUCT & WARRANTY PRODUCT LINE ADDENDUM (“Addendum”) is on this ____ day of _____, _____ (“Effective Date”) attached to, and incorporated into, the Originator Agreement between _____ (“Originator”) and Wise F&I LLC (“Provider”) (hereinafter the “Agreement”).

WHEREAS, Provider offers physical vehicle protection product(s) (“VPP(s)”) that can be either installed on or applied to a vehicle and that include a limited warranty against the failure of such product (“Limited Warranty”) along with additional, product-specific installation instructions and materials (all collectively hereinafter “VPP Program(s)”) and desires to provide, maintain, and administer the VPP Program(s) for the benefit of Originator and its Customers; and,

WHEREAS, Originator desires to utilize one or more VPP Program(s) and offer a VPP(s) with its accompanying Limited Warranty to its Customers.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

As it relates to a VPP Program, Provider may utilize one or more Affiliate(s) including but not limited to Administration America LLC and/or a third-party entity to provide certain services under the VPP Program including but not limited to manufacturing the given VPP or serving as the designated Administrator and/or Obligor on an associated Limited Warranty.

Unless otherwise defined herein, the terms contained in this Addendum shall have the same meaning as those defined in the Agreement. In the event of any conflict between the provisions of this Addendum and those of the Agreement, the provisions of this Addendum shall control. This Addendum supersedes all previously written and/or verbal agreements between the parties that pertain to VPP Program(s) that are the same or similar to that contemplated hereunder. Both Originator and Provider agree to abide by the terms, conditions, rules, etc. of the current operations manual and other VPP Program materials issued by Provider from time to time. All such material is hereby incorporated by reference and made a part of this Addendum.

1) PROVIDER RESPONSIBILITIES

Provider acknowledges and agrees,

- a) To provide, maintain, and administer the VPP Program(s) pursuant to the Limited Warranty and any applicable operations manual or guidelines issued hereunder.
- b) To supply to Originator, either directly or indirectly through a designated third-party, all physical VPP(s) requested by Originator as Provider may hereafter reasonably supply for use under the VPP Program.
- c) To setup electronically in the Platform or otherwise supply to Originator all Limited Warranty form version(s), transmittals, underwriting guidelines, rate charts, product brochures, and other VPP Program materials necessary to support the VPP Program.
- d) To service and provide claim benefits in accordance with Provider’s current claim guidelines for those Limited Warranty(s) that have been received and accepted by Provider, and paid for by Originator.
- e) That reimbursement for all valid Limited Warranty claims will be provided by Provider or the CLIP insurer, as appropriate.

2) ORIGINATOR RESPONSIBILITIES

Originator acknowledges and agrees,

- a) If applicable under the VPP Program, to pay Provider timely, based on invoice(s) sent by Provider, for all applicable VPP(s) delivered to Originator whether or not such VPP(s) are later sold to Customer(s).
- b) To offer one or more VPP(s) and accompanying Limited Warranty(s) to its Customers on all eligible vehicles during the term of this Addendum.
- c) That eligible vehicles include only those vehicles that follow Provider’s guidelines. For a Limited Warranty, such eligible vehicle must be in sound mechanical condition at the time of sale and any pre-existing condition(s) are the sole responsibility of Originator and shall not be covered under the Limited Warranty.
- d) To properly install or apply the VPP(s) to Customer’s vehicle pursuant to instructions from Provider.

- e) That Originator may not offer or sell a Limited Warranty to a Customer for separate consideration when the associated VPP is not either installed on or applied to the vehicle.
- f) That Provider reserves the right to decline and reject any Limited Warranty submitted by Originator that does not qualify under Provider's guidelines, or is not submitted within forty-five (45) days from its effective date.
- g) That if Provider declines to issue a Limited Warranty to a Customer, that Originator is responsible for refunding all monies due to the Customer for said Limited Warranty and will notify the Customer that all such coverage is null and void.
- h) Where applicable and pursuant to Section 6 of the Agreement, to be responsible for the collection and remittance of any state sales taxes which may be levied against the VPP(s) sold by Originator.
- i) A Limited Warranty is not typically cancellable and Originator's compensation is not typically subject to refund. Originator acknowledges its responsibility to review the given Limited Warranty form for all such applicable provisions. However, under certain VPP Program(s) the accompanying Limited Warranty may be cancellable and a cancellation fee may apply pursuant to the provisions of the given Limited Warranty; and, in this case:
 - i) Originator acknowledges that a lender to whom Originator assigned a retail installment sales contract, loan or lease that financed the purchase of a vehicle and Limited Warranty ("Assignee Lienholder") may initiate the cancellation of the Limited Warranty directly with Provider in the event of vehicle total loss, loan default or repossession.
 - ii) For all such cancellations initiated by an Assignee Lienholder, and all other Limited Warranty cancellation(s) initiated either by Originator or Customer, Originator agrees to timely process all cancellation refunds pursuant to Section 8 of the Agreement and any written instructions provided by Provider.
 - iii) Originator agrees that it may not unilaterally amend or change any written cancellation instructions provided by Provider and therefore may not charge any additional administrative or processing fee(s) at the time of cancellation that were not otherwise originally disclosed in the Limited Warranty.
- j) That during the term of this Addendum and for up to one (1) year following the expiration of all such Limited Warranty(s) and notwithstanding Section 22 of the Agreement, to permit Provider or its authorized representatives during normal business hours to enter Originator's place of business to inspect and examine all records relative to the installation of VPP(s), issuance of Limited Warranty(s) and/or the subject matter of this Addendum, for the purpose of review and audit.
- k) To stop offering VPPs with a Limited Warranty to Customers should this Addendum be terminated by either Originator or Provider.
- l) That Provider assumes no obligation for the workmanship, installation or application of a VPP; nor for any bodily injury or property damage caused directly or indirectly by the failure or malfunction, or any other cause, of a VPP, vehicle or any part thereof, nor for any other obligation not specifically provided for in the Limited Warranty; and Originator agrees to hold Provider harmless from any and all such obligations, installation or application failures, damage, and expense.

3) TERM & TERMINATION

Beginning on the Effective Date indicated above, this Addendum shall continue indefinitely unless terminated as provided for in this Section 3.

- a) This Addendum shall terminate immediately if the Agreement is terminated for any reason.
- b) This Addendum may be terminated at any time by either party upon giving thirty (30) days' written notice to the other party. Provider may immediately terminate this Addendum in the event of (including but not limited to) fraud, insolvency, misrepresentation, or misappropriation of funds by Originator. In the event of such termination, Originator agrees to stop offering VPPs with a Limited Warranty to Customers.
- c) All VPP Program materials furnished pursuant to this Addendum to Originator by Provider shall be promptly returned to Provider upon termination of this Addendum.
- d) Upon termination of this Addendum, all obligations hereunder of either party shall cease, provided however that Originator and Provider shall remain responsible in accordance with the provisions of this Addendum for all VPP(s) with Limited Warranty(s) that are issued prior to the date of termination, then remitted and paid by Originator pursuant to Section 5 of the Agreement.

**VEHICLE VALUE PROTECTION
PRODUCT LINE ADDENDUM
To Originator Agreement**

THIS VEHICLE VALUE PROTECTION PRODUCT LINE ADDENDUM ("Addendum") is on this ____ day of _____, _____ ("Effective Date") attached to, and incorporated into, the Originator Agreement between _____ ("Originator") and Wise F&I LLC ("Provider") (hereinafter the "Agreement").

WHEREAS, Provider offers program(s) that are designed to protect the value of a Customer's vehicle at the time of trade-in against a reduction in value resulting from certain considerations such as but not limited to diminished value or depreciation ("VVP Program") and desires to provide, maintain, and administer VVP Program(s) for the benefit of Originator and its Customers.

WHEREAS, Originator desires to offer vehicle value protection contracts ("Contract(s)") to its Customers.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree as follows:

As it relates to the VVP Program, Provider may utilize one or more Affiliate(s) including but not limited to Gateway Administration Services LLC, Motorwise Auto, LLC and/or a third-party entity to provide certain services under the VVP Program including but not limited to serving as the designated Administrator and/or Obligor on a given Contract(s).

Unless otherwise defined herein, the terms contained in this Addendum have the same meaning as those defined in the Agreement. In the event of any conflict between the provisions of this Addendum and those of the Agreement, the provisions of this Addendum shall control. This Addendum supersedes any and all previously written and/or verbal agreements between the parties that pertained to Contract(s) or program(s) that are the same or similar to that contemplated hereunder. Both Originator and Administrator agree to abide by the terms, conditions, rules, etc. of the current operations manual and other materials issued by Administrator from time to time. Such material is hereby incorporated by reference and made a part of this Addendum.

1) ADMINISTRATOR RESPONSIBILITIES

Administrator acknowledges and agrees,

- a) To provide, maintain, and administer the VVP Program(s) pursuant to the Contract(s) and any applicable operations manual or guidelines issued hereunder.
- b) To setup electronically in the Platform or otherwise supply to Originator all Contract form version(s), transmittals, underwriting guidelines, rate charts, product brochures, and other VVP Program Materials requested by Originator as Provider may hereafter reasonably supply for use under the VVP Program.
- c) To service and provide claim benefits in accordance with Provider's current claim guidelines for those Contracts that have been received and accepted by Provider, and paid for by Originator.
- d) That reimbursement for all valid Contract claims will be provided by Provider or the CLIP insurer, as appropriate.

2) ORIGINATOR RESPONSIBILITIES

Originator acknowledges and agrees,

- a) To offer Contract(s) to its Customers on all eligible vehicles during the term of this Addendum.
- b) That eligible vehicles include only those vehicles that follow Provider's guidelines. For Contracts, such eligible vehicles must be in sound mechanical condition at the time of sale and any pre-existing condition(s) are the sole responsibility of Originator and shall not be covered under a Contract.
- c) That Provider reserves the right to decline and reject any Contracts submitted by Originator that do not qualify under Provider's guidelines, or are not submitted within forty-five (45) days from their effective date.
- d) That if Provider declines to issue a Contract to a Customer, that Originator is responsible for refunding all monies due to the Customer for said Contract and will notify the Customer that all such coverage is null and void.
- e) Where applicable and pursuant to Section 6 of the Agreement, to be responsible for the collection and remittance of any state sales taxes which may be levied against Contracts sold by Originator.
- f) Contract(s) are cancellable and Originator's compensation subject to refund. A cancellation fee may apply pursuant to the provisions of the given Contract.
 - i) Originator acknowledges that a lender to whom Originator assigned a retail installment sales contract, loan or lease that financed the purchase of a vehicle and Contract ("Assignee Lienholder") may initiate the cancellation of the Contract directly with Provider in the event of vehicle total loss, loan default or repossession.

- ii) For all such cancellations initiated by an Assignee Lienholder, and all other Contract cancellation(s) initiated either by Originator or Customer, Originator agrees to timely process all cancellation refunds pursuant to Section 8 of the Agreement and any written instructions provided by Provider.
- iii) Originator agrees that it may not unilaterally amend or change any written cancellation instructions provided by Provider and therefore may not charge any additional administrative or processing fee(s) at the time of cancellation that were not otherwise originally disclosed in the Contract.
- g) That notwithstanding Section 22 of the Agreement, to permit Provider or its authorized representatives during normal business hours to enter Originator's place of business to inspect and examine all records relative to the issuance of Contracts or the subject matter of this Addendum, during the term of this Addendum and for up to one (1) year following the expiration of all such Contracts, for the purpose of review and audit.
- h) To stop offering Contracts to Customers should this Addendum be terminated by either Originator or Provider.

3) TERM & TERMINATION

Beginning on the Effective Date indicated above, this Addendum shall continue indefinitely unless terminated as provided for in this Section 3.

- a) This Addendum shall terminate immediately if the Agreement is terminated for any reason.
- b) This Addendum may be terminated at any time by either party upon giving thirty (30) days' written notice to the other party. Administrator may immediately terminate this Addendum in the event of (including but not limited to) fraud, insolvency, misrepresentation, or misappropriation of funds by Originator. In the event of such termination, Originator agrees to stop offering Contract(s) to Customers.
- c) All VVP Program Materials furnished pursuant to this Addendum to Originator by Administrator shall be promptly returned to Administrator upon termination of this Addendum.