

## DEALER AGREEMENT

The undersigned dealer ("Dealer") is engaged in the business of selling various types of passenger motor vehicles and certain related services. From time to time, Dealer enters into Contracts with Buyers of Vehicles. Dealer desires to sell certain Contracts to Avid Acceptance, LLC, a Utah limited liability company located at 6995 Union Park Ctr., Suite 450, Midvale, Utah 84047 ("Avid"), and Avid desires to purchase certain Contracts from Dealer pursuant to the following terms and conditions. Avid and Dealer may hereafter be referred to individually as a "Party" or together as the "Parties."

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions

- A. "Agreement" means this Dealer Agreement between the Parties, as may be amended from time to time.
- B. "Ancillary Products" means service contracts, warranties, mechanical breakdown contracts, GAP contracts, vehicle recovery devices, credit life, credit accident, health insurance, and such other products and services acceptable to and approved in writing from time to time by Avid.
- C. "Buyer" means any retail consumer, including any co-buyer(s) or guarantor(s) who enter into a Contract with Dealer for the purchase or lease of a Vehicle.
- D. "Contract(s)" means any retail installment sales contract, conditional sales contract, security agreement, financing agreement, loan, lease, guaranty or other agreement, document or instrument providing for the payment by Buyer to Dealer of funds in connection with a sale or lease to Buyer of a Vehicle owned or held for sale or lease by Dealer or securing the payment thereof.
- E. "Vehicle" means any new or used motor vehicle owned by Dealer, intended for the purchase, lease and/or use by Buyer that is the subject of a Contract.
- F. "Application" means an application and related buyer order form(s) relating to a Contract.
- G. "Required Documents" means, collectively, (i) the Application; (ii) the original fully executed Contract; (iii) the original certificate of title for the related Vehicle showing Avid as sole lien holder (or owner as applicable) and the Buyer as the registered owner (or lessee as applicable); (iv) the invoice (for new Vehicles) or dealer submitted book sheet (for used Vehicles); (v) proof of the insurance policy covering the Vehicle securing such Contract, insuring Avid and the Dealer, as their interests may appear, which insurance policy shall provide, in addition to coverage required by federal, state and local law, full collision and comprehensive coverage, with a deductible not in excess of \$1,000.00; (vi) any other documents or information required by Avid.

### 2. Assignment of Contracts

- A. Submission of Applications by Dealer. Dealer may from time to time forward an Application for review by Avid. Dealer agrees that the representations and warranties set forth herein relating to an Application shall be true at the time of submission. Submission of an Application shall not constitute an obligation to sell a Contract by Dealer or to purchase a Contract by Avid.
- B. Approval by Avid. Avid may approve an Application in its sole and absolute discretion by sending Dealer written notification thereof (an "Approval"). Each Approval shall list the purchase price for the related Contract.
- C. Submission by Dealer and Assignment. Provided no more than thirty (30) days has elapsed since approval by Avid, Dealer may submit a Contract for assignment by delivering the Required Documents to Avid. Following submission by Dealer, Avid may, in its sole and absolute discretion, determine to accept assignment of the Contract. Each Contract accepted, in writing, for assignment by Avid shall be a "Purchased Contract."
- D. Purchase Price and Payment. For each Purchased Contract, Avid shall pay Dealer the price set forth in the Approval, less (i) any legal, accounting, processing or other fees charged by Avid to the Dealer described in this Agreement (ii) any amounts to be deducted under the Ancillary Product assignment(s) and (iii) any other amounts owed to Avid by the Dealer. Upon payment of the purchase price described above, without further action by the parties hereto [confirm if there is a separate assignment], Dealer shall be deemed to have assigned all of its right title and interest in the Contract to Avid and shall not have any remaining interest therein or in the related Vehicle.

### 3. Title and Perfection of Security Interest

- A. Lien Perfection. At the time of Contract signing, Dealer shall complete all documents necessary to show Buyer as registered owner (or lessee, if applicable) and to perfect a valid and enforceable first priority security interest for Avid (or ownership interest, if a lease) in the Vehicle as required by law, which first priority security interest

shall not be avoidable by any person or entity, including a trustee in a bankruptcy proceeding, and shall forward such documents, within the earlier of: (i) the state Law time requirement for such perfection; or (ii) thirty (30) Calendar Days from the earlier of the date of Contract or the date Buyer took possession of the Vehicle, together with appropriate fees, to those public officials that issue the title or registration, and Dealer shall take all other steps required to perfect such lien or security interest in the name of Avid within the time set forth above. In the event of repossession or total loss of Vehicle within 90 Calendar days after the date of Contract, Dealer will provide Avid with the original certificate of title noting the first priority lien in Avid's name, within 15 Calendar Days of Avid's notification and request to Dealer. Dealer shall in all cases within 90 Calendar Days after the Contract date provide Avid with the original title to the Vehicle noting the first priority lien in Avid's name.

- B. Title. Dealer shall have good, indefeasible, merchantable and clear title to the Vehicle securing each Purchased Contract at the time that such Vehicle is sold to Buyer, free from all liens, charges, claims, setoffs or other encumbrances. No Vehicle title or history shall indicate a salvage, rebuilt/restored, reconstructed, flood, fire, hail or other damage, manufacturer's buy-back, vehicle history on file, vehicle not suitable for registration, a lemon-law buyback or any other condition adversely affecting the Vehicle's title. No title shall bear a vehicle identification number indicating that its intended location of sale, lease or use was any foreign country, including, without limitation, Canada or Mexico.

### 4. Ancillary Products and Services

- A. Acceptance. Any Ancillary Products financed by Dealer in connection with any Purchased Contract must be confirmed by Avid in the related Approval.
- B. Cancellation of Ancillary Product or Service. If an Ancillary Product has been sold by Dealer and financed pursuant to a Purchased Contract, and: (i) Avid suffers any loss on such Purchased Contract as a result of default, breach, failure of payment, repossession, legal action, including, without limitation, bankruptcy, skip or total loss of the Vehicle securing such Purchased Contract, any refund of any premium, tax credit or other charge paid by Avid for any Ancillary Products financed pursuant to such Purchased Contract shall, upon written request by Avid, be remitted to Avid within thirty (30) calendar days of such event to Avid by Dealer to be applied toward the balance owing under such Purchased Contract; (ii) such Ancillary Products are canceled, any unearned premiums or other monies shall be remitted to Avid within thirty (30) calendar days of such cancellation by Dealer to be applied to the balance owing under the applicable Purchased Contract; or (iii) the Purchased Contract is satisfied in full by the Buyer, the Dealer shall remit any unearned premiums or other monies to the Buyer within the time required by applicable law, or if Avid or a subsequent assignee is required by law to refund the unearned premium or other monies to Buyer, Dealer shall immediately upon written request by Avid remit such premium to Avid or such subsequent assignee, as applicable.

### 5. Payments and Communications from Buyer

Dealer shall instruct the Buyer to remit all payments due under a Purchased Contract to Avid or its designee, without set-off, claim or deduction. If Dealer receives any payment from any Buyer pursuant to a Purchased Contract or Ancillary Product assigned to Avid that should have been paid to Avid, Dealer shall immediately remit such payment to Avid, and in no event later than the close of the following business day. Dealer shall deliver to Avid all inquiries and communications received by Dealer regarding any Contract. If the Vehicle securing a Contract comes into Dealer's possession while the Buyer is indebted to Avid for such Vehicle, Dealer shall promptly notify Avid and hold the Vehicle in trust for Avid.

### 6. Records and Right to Audit

Dealer shall maintain complete and accurate records concerning any Purchased Contract and the related Vehicle and any other transactions associated with such Vehicle. Upon five (5) days' notice, Dealer shall grant Avid the right to inspect Dealer's records concerning all Purchased Contracts and any related Vehicles. Any inspection shall not unreasonably interfere with the ordinary course of Dealer's business.

## 7. Dealer Representations, Warranties and Covenants

- A. Organization; Authority; Change in Organization Structure. Dealer represents, warrants and covenants that it: (i) is duly organized, validly existing and in good standing under the laws of its state of formation; (ii) is duly qualified and in good standing under the laws of each jurisdiction where its ownership or lease of property or the conduct of its business require such qualification, including any jurisdiction in which Dealer enters a Contract; (iii) has the requisite power and authority and the legal right to enter into this Agreement, each Contract and each agreement relating to an Ancillary Product and to own and operate its properties, to lease the properties it operates under lease, and to conduct its business as now conducted and hereafter contemplated to be conducted; (iv) has all necessary licenses, permits, consents, or approvals from or by, and has made all necessary notices to all governmental authorities having jurisdiction, to the extent required for such current ownership and operation or as proposed and/or contemplated to be conducted; and, (v) is in compliance with its organizational documents. Dealer shall notify Avid of any material or significant change in Dealer's ownership, organization or business, including without limitation the death of a principal, whether a shareholder, general partner or owner, or a dissolution, merger, consolidation or reorganization or a conversion to another form of legal entity, within 30 days after Dealer has knowledge of such change. Dealer acknowledges that Avid may conduct a credit review of Dealer and in connection with such review, authorizes Avid to contact any third party Avid deems necessary in Avid's sole discretion in connection therewith.
- B. Bona Fide Application. Dealer represents, warrants and covenants that for each Application submitted to Avid by Dealer: (i) the Required Documents are accurate, bona fide, valid, genuine and complete and arose from the bona fide sale of the Vehicle described therein; (ii) the Required Documents shall be duly and properly executed by the parties shown as Buyers or guarantors, none of whom shall be incompetent, minors or deceased, and each of whom shall have full legal capacity to enter into the Application at the time they execute the same; (iii) the related Contract was entered into at the Dealer's place of business, generated from a direct sale or lease by Dealer and not from a third party; (iv) the information provided by Buyer in the Required Documents is true and accurate; (v) that Dealer has not coached, instructed or otherwise encouraged and/or influenced any party to provide inaccurate, untrue, false and/or misleading information in the Required Documents; (vi) that Dealer has complied with, and the Required Documents conform with, all requirements of any law applicable to the transaction contemplated by the Application; and (vii) all taxes due and payable with respect to the Purchased Contract and the related Vehicle have been paid by Dealer.
- C. Compliance with Law. Dealer represents, warrants and covenants that all acts and operations of Dealer, including the sale and financing of insurance or other coverage, the sale and financing of Vehicles and Ancillary Products are in compliance with all applicable federal, state, and local laws, regulations, ordinances and applicable license and permit requirements, including without limitation the Fair Credit Reporting Act, the Equal Credit Opportunity Act and Regulation B, the Truth-in-Lending Act and Regulation Z and all Federal Trade Commission rules and regulations. Dealer agrees to and shall promptly forward to the proper authorities all federal, state and local taxes and fees due in connection with the sale and/or registration of each Vehicle securing a Purchased Contract. Dealer has made no inaccurate, untrue, false or misleading representations, warranties, statements, claims or comments regarding any Purchased Contract or any terms thereof, including without limitation regarding the finance charge or the rate thereof.
- D. Disclosures to Buyer. (i) All disclosures required by Law and/or Avid to be made concerning insurance, warranty, gap waivers, service contracts, other products or the like, to be made prior to Buyer signing the Contract or any guarantor signing a guaranty were complete, accurate and properly made, and all documents relating to such services and products required to be delivered at the time of signing the Contract have been delivered; (ii) Dealer has informed Buyer that no insurance coverage or gap waiver or other products or coverages other than comprehensive and collision insurance are required to obtain credit, and that any insurance or gap waiver or other products or coverages may be obtained from anyone of Buyer's choice; and (iii) neither Dealer nor anyone on Dealer's behalf has made inaccurate, untrue or misleading representations, warranties, statements, claims or comments regarding the finance charge, including providing the lowest or best interest rate available for Buyer, or with respect to any other matter relating to the Contract or the related transaction.
- E. Regarding the Buyer. (i) Avid is making its credit decision assuming that Buyer will be the principal driver of the Vehicle; Dealer is not aware that the actual driver of the Vehicle is anyone other than the Buyer; if Dealer is aware that any other person will be the principal user of the Vehicle, Dealer shall ensure that such other person is named on all Required Documents; and (ii) the Vehicle will be kept primarily at the Buyer's primary residence shown on the Contract.
- F. Consideration; Ordinary Course; Customary Terms. Dealer represents, warrants and covenants that (i) the purchase price for each Purchased Contract represents fair and reasonably equivalent value to the Dealer for the sale of such Purchased Contract, (ii) the purchase price shown on the face of any Purchased Contract is the purchase price the Dealer would charge for the property sold pursuant to such Purchased Contract in a sale for cash, rather than a credit sale, (iii) there was no refund or rebate due under any Contract to any person or entity except as specified on the Contract, (iv) the equity value of the trade-in vehicle shown in the Contract represents the actual cash value assigned by Dealer to such trade-in vehicle, (v) the purchase price was not increased because the Vehicle was sold to a member of a protected class as defined by law, (vi) the price has not been increased to reflect any discount or processing fee charged by Avid in connection with purchase of the Contract, (vii) each Purchased Contract is or will be originated by Dealer for the sale of a Vehicle in the ordinary course of Dealer's business and contains customary and enforceable provisions for a sale of a motor vehicle in the state in which Dealer has its place of business and in the state in which the applicable Buyer resides, (viii) the finance charge set out in the Contract is in fact the actual sum of all charges directly or indirectly charged by Dealer and imposed on Buyer as a condition for the extension of credit, and (ix) on the date of purchase of each Purchased Contract, Dealer shall not be insolvent or rendered insolvent as a result of a sale of any Purchased Contract.
- G. Disclosure to Avid. For each Purchased Contract, Dealer represents, warrants and covenants that it has disclosed to Avid all facts relating to such Purchased Contract. No representation or warranty by Dealer to Avid in this Agreement, or in any Application, Contract, title, certificate, schedule, exhibit or other agreement, document or instrument furnished or to be furnished to Avid by or on behalf of Dealer pursuant hereto or in connection with the transactions contemplated hereby is false or inaccurate in any respect or contains any untrue statement or a fact or omits or will omit to state any fact necessary to make the statements contained herein or therein not misleading.
- H. Valid Title; Further Assurances. For each Purchased Contract, Dealer represents, warrants and covenants that it has, immediately prior to the transfer, sale and/or assignment of such Contract to Avid, good, marketable, indefeasible and defensible title to such Purchased Contract free and clear of all liens, charges, claims, setoffs or other encumbrance. Upon transfer of any Contract or Ancillary Product to Avid, Avid shall hold good, marketable and indefeasible title to each such Contract or Ancillary Product, free and clear of all liens, charges, claims, setoffs or other encumbrance. Dealer shall, at any time and from time to time upon request of Avid, do, execute and deliver all such further acts or additional documents as may be reasonably requested by Avid to affect the transactions contemplated by this Agreement. Dealer agrees to perform its obligations under each Purchased Contract and to use its best efforts to resolve any disputes related to any Vehicle securing a Purchased Contract.
- I. Enforceability. Dealer represents, warrants and covenants that each Purchased Contract, Ancillary Product and guarantee and/or additional collateral agreement in connection with each Purchased Contract or Ancillary Product is a valid, legal and binding obligation entered into by a bona fide and competent Buyer for a Vehicle to be used for consumer purposes only, that such Purchased Contract was completely filled in when signed by Buyer, and will be legally enforceable by Avid upon assignment to Avid against each purported signatory thereof, is not in default at the time of assignment, and is not subject to any defenses, rights of setoff or other claim by the purported signatories to such agreements.
- J. Cash Down Payments. Dealer represents, warrants and covenants that, prior to the assignment of any Purchased Contract from Dealer to Avid, Dealer received, pursuant to the terms of the Purchased Contract, all down payment amounts due from the Buyer in full, in the form of check, cash, or certified funds ("Cash Down Payment"). It is expressly acknowledged, understood, and agreed by the Parties that the following are not valid forms of Cash Down Payment: (i) a credit card, check drawn on a credit card account, or any other credit transaction; (ii) a payment made through a check guarantee service; (iii) uncashed checks or promissory notes of Buyer held by Dealer; or (iv) payment provided directly or indirectly by Dealer. If Dealer fails to collect the Cash Down Payment in full in accordance with this Agreement prior to the assignment of any Purchased Contract to Avid or if the Dealer accepts a check or other payment method that is returned for insufficient funds or any other reason upon presentment for payment, such Purchased Contract shall be subject to immediate

repurchase by Dealer as described in Section 8 of this Agreement. Dealer shall notify Avid immediately if a Cash Down Payment check or other payment method for a Purchased Contract is returned for insufficient funds or any other reason.

- K. Vehicle Features, Options. Dealer represents, warrants and covenants that Vehicle used as collateral to secure each Purchased Contract is equipped with all of the options noted on the dealer submitted book sheet, in the case of a used Vehicle, or invoice, in the case of a new Vehicle, and that, upon sale to the applicable Buyer, the Vehicle was in good and satisfactory operating condition with no defects known to Dealer and that Buyer has accepted the Vehicle and taken delivery thereof.

## 8. Dealer Liability

- A. Repurchase. If Dealer breaches or otherwise fails to perform and/or honor any obligation, representation, warranty, or covenant in this Agreement, or in the assignment of any Purchased Contract or Ancillary Product to Avid, or if any such representation, warranty, covenant, or statement is untrue or becomes untrue with the passage of time, then Dealer shall repurchase such Purchased Contract or Ancillary Product without recourse against Avid and pay to Avid upon demand the following amounts: (i) the then-remaining principal balance of such Purchased Contract or Ancillary Product; (ii) accrued but unpaid interest and servicing fees; and, (iii) any additional charges, costs, expenses and/or damages incurred by Avid as a result of Dealer's breach, including, without limitation, costs of collection, reasonable attorney fees and costs. In the event of a repurchase, Avid agrees to assign to Dealer and Dealer agrees to accept such Contract without recourse to Avid, and without representations or warranties, express or implied. Any liability of Dealer to Avid pursuant hereto shall not be reduced even if a waiver, compromise, settlement, extension or variation of the terms of the Contract releases any Buyer. Avid shall not be bound to exhaust its recourse against any security or any Buyer before being entitled to payment by Dealer. If Dealer fails to repurchase any Purchased Contract or Ancillary Product as a result of Dealer's breach, Avid may in its sole and absolute discretion repossess and sell the Vehicle securing such Purchased Contract or Ancillary Product, at public or private auction, and Dealer shall be liable for the Purchased Contract or Ancillary Product deficiency amount and any costs, expenses and fees, including without limitation reasonable attorney fees, associated with the sale of such Vehicle. Upon Dealer's repurchase of any Purchased Contract, Avid shall release to Dealer all documents in Avid's possession relating to such Purchased Contract.
- B. Indemnification. Dealer shall indemnify, defend, and hold Avid, its employees, officers, directors, agents and assigns harmless from any claims, losses, damages, liability and expenses, including reasonable attorney fees and costs of litigation or pending litigation, regardless of whether any legal proceeding is commenced, which relate to a Purchased Contract or Ancillary Product and arise from Dealer's breach or default under this Agreement, Dealer's conduct, the failure of the transaction to comply with Dealer's representations, warranties, covenants or any acts or omissions on the part of Dealer or any taxes that may be asserted against Avid with respect to the transactions contemplated herein (other than taxes measured by the net income of Avid), including without limitation any sales, use, gross receipts, tangible or intangible personal property, or ad valorem taxes.
- C. Dealer Participation Subject to Chargeback. Any financial participation earned by Dealer on Contracts purchased by Avid: (i) is subject to chargeback for the full amount of such participation, if prior to receipt by Avid of four (4) full scheduled payments by buyer pursuant to the terms of such Contract, the Contract is paid in full, charged-off, subject to replevin or other legal action, or the Collateral securing said Contract is destroyed, repossessed or assigned out for repossession; and (ii) shall be remitted to Avid by Dealer in addition to the other amounts required to be paid under this Agreement, if Dealer is required to repurchase any Contract from Avid pursuant to this Agreement.

## 9. Term, Termination, and Effective Date

This Agreement shall be effective upon date set forth below and shall continue in force until terminated by either Party in accordance with this Section 9. The Agreement may be terminated by either Party with written notice to the other Party. Notwithstanding the foregoing, however, termination shall not affect the obligations, representations, warranties and covenants of the Parties outlined in the Contracts or Ancillary Products assigned to Avid, including, without limitation, the survival of Sections 7, 8 and 10 shall survive any termination of this Agreement.

## 10. Confidential Information

"Confidential Information" means a Party's proprietary or confidential information that has been designated as confidential information in

writing. Confidential Information shall not include information that: is or becomes publicly known through no wrongful act of the Party receiving the information; becomes known without confidential or proprietary restriction from a source other than the disclosing Party; can be shown by written records that the recipient possessed the information prior to the disclosure by the disclosing Party; or was or is independently developed without use of or reference to Confidential Information from the other Party. Each Party agrees and acknowledges that: (i) during the course of this Agreement, it may learn certain Confidential Information of the other Party; (ii) Confidential Information shall remain the sole and exclusive property of the disclosing Party; (iii) Confidential Information is made available to the receiving Party on a limited use basis solely for use as required by, or set forth in, this Agreement; (iv) it will not sell, disclose, or otherwise make Confidential Information available, in whole or in part, in a manner not provided for in this Agreement, without the prior written consent of the other Party, except that a Party may disclose Confidential Information to its affiliates and independent contractors who have assumed confidentiality obligations which parallel this Agreement; and, (v) it will utilize no less than a reasonable degree of care to prevent disclosure of Confidential Information to any unauthorized person or entity.

## 11. Assignment of this Agreement

- A. Assignment and Subrogation. Avid shall be and is entitled to all rights and remedies of Dealer with respect to the Required Documents. Dealer hereby assigns to Avid any and all rights, remedies, warranties, recoveries, or causes of action it may have against any applicant, Buyer or any guarantor(s) with respect to any Required Document, whether arising from the Required Documents, any contract between Dealer and such party or otherwise. Dealer hereby subrogates Avid to any and all rights, remedies, warranties, recoveries or causes of action it may have against any applicant, Buyer or any guarantor(s) with respect to any Required Document, any contract between Dealer and such party, or otherwise. This Agreement shall be binding on, and shall inure to the benefit of, the successors and assigns of the Parties hereto. Dealer agrees that, upon such assignment by Avid, any subsequent assignee may enforce directly, without joinder of Avid, Dealer's repurchase obligations in Section 8 regarding any breach of the representations and warranties set forth herein. Notwithstanding the preceding sentence, Dealer may not assign this Agreement or any rights or obligations hereunder, voluntarily, involuntarily, by operation of law or otherwise without Avid's prior written consent, which may be withheld for any reason whatsoever. Avid may assign this Agreement and its rights and obligations under this Agreement if Dealer is not materially and detrimentally affected thereby.
- B. Limited Power of Attorney. Dealer authorizes Avid to sign its name to any assignment of any Contract to Avid and to sign and endorse Dealer's name on any other instrument necessary to carry out the intent of this Agreement. Dealer grants Avid specific agency authority to execute Dealer's name on behalf of Dealer to: (i) any Contract submitted by Dealer to Avid for purchase which such Contract would otherwise fail for the lack of Dealer's signature or (ii) to any Required Document submitted by Dealer to Avid which such document would otherwise fail for the lack of Dealer's signature. This Power of Attorney and grant of specific agency authority shall be irrevocable and shall remain in effect for so long as there are Contracts outstanding that have been purchased pursuant to this Agreement.

## 12. Other Terms.

- A. Advertising/Marketing. Neither Party shall use the other's name or brand on any advertising or solicitation regardless of medium without the prior written approval of the other Party; provided, however, that Dealer hereby authorizes Avid to use Dealer's name and/or brand in Avid's presentation and other materials Avid uses in connection with its operations and interactions with third parties and funding sources.
- B. Amendments; Updates. The term "Agreement" means this Dealer Agreement, any addenda or amendments which may be made from time to time, and any written instructions as may be in effect from time to time. The terms of this Agreement shall not be waived, altered, modified, amended or supplemented except as provided herein or by a written instrument signed by a duly authorized Avid representative. The current version of this Agreement shall be posted online at www.avidac.com. If Dealer submits Contracts to Avid for purchase, such submission shall constitute Dealer's agreement to the terms and conditions of the version of this Agreement posted on that site on the date of such submission. This Agreement supersedes any existing or prior agreement, oral or written, between us and you, and shall affect and apply to all prior Contracts and related Vehicles.
- C. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes any and all existing agreements and other communications, written or oral. No purchase order or other customer form will modify, supersede, add to,

or in any way vary or change the terms of this Agreement. Any acknowledgment by Avid of such a customer form shall be solely for informational purposes.

- D. **Resale of Contracts by Avid.** It is understood and agreed that Dealer's representations, warranties and covenants set forth in this Agreement shall survive the sale of each Purchased Contract or Ancillary Product to Avid by Dealer and any assignment of any Purchased Contract or Ancillary Product by Avid to any subsequent assignee and shall continue so long as any Purchased Contract or Ancillary Product shall remain outstanding. Dealer acknowledges and agrees that Avid may assign all its right, title and interest in and to any Purchased Contract or Ancillary Product and its right to exercise the remedies created by this agreement to a subsequent assignee. Dealer agrees that any subsequent Avid assignee may enforce the repurchase or indemnification obligations of the Dealer directly against Dealer.
- E. **Construction and Severability.** The Parties expressly acknowledge that the terms and conditions of this Agreement have been the subject of review, discussion, and participation by both Parties and that each Party has consulted with, or had the opportunity to consult with, counsel of such Party's choice. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Agreement shall not in any way be affected.
- F. **Non-Exclusive.** Each of the Parties hereto acknowledges and agrees that that this Agreement is non-exclusive and that the Parties may enter into similar agreements and/or arrangements with other parties.
- G. **GOVERNING LAW AND DISPUTES. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH, WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS. EACH PARTY IRREVOCABLY CONSENTS TO THE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED IN SALT LAKE COUNTY, UTAH FOR THE RESOLUTION OF ANY MATTER ARISING UNDER THIS AGREEMENT AND FOR WHICH JUDICIAL RELIEF IS SOUGHT. NEITHER PARTY SHALL INSTITUTE ANY JUDICIAL ACTION AGAINST THE OTHER PARTY IN ANY COURT LOCATED OUTSIDE SALT LAKE COUNTY, UTAH. EACH PARTY WAIVES ANY CLAIM OF FORUM, NON-CONVENIENCE, OR OTHER OBJECTION TO SUCH JURISDICTION.**
- H. **JURY WAIVER. DEALER ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, DEALER IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PURCHASED CONTRACT OR ANCILLARY PRODUCT.**

- I. **Waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions of this Agreement will not constitute a waiver of any of its rights hereunder and shall not limit such Party's ability to enforce future remedies or breaches as defined herein or demand compliance with the obligations, representations, warranties, covenants and agreements made by any Party herein.
- J. **Right of Offset.** Dealer acknowledges, understands and agrees that Avid may, at its sole election, deduct and/or setoff from payments required to be made by Avid to Dealer for the purchase of any Contract from Dealer, any outstanding, overdue or other amounts owed by Dealer to Avid.
- K. **Headings.** The titles and headings preceding the text of the sections and paragraphs of this Agreement have been inserted solely for convenience or reference and shall neither constitute a part of this Agreement nor affect its meaning, interpretation or effect.
- L. **Independent Status.** Neither Party shall be deemed an agent, partner or co-venturer of the other by reason of this Agreement or of any products or services provided under this Agreement.
- M. **Notices.** All notices provided for by this Agreement shall be made in writing and addressed to the individual at the address set forth on the first page of this Agreement, or in accordance with the last written instructions received from each Party concerning the appropriate person and address for such notices. Such notice shall be effective upon receipt. Those notices related to default or termination shall be sent by registered or certified mail.
- N. **Further Assurances.** Each Party shall execute and deliver, as promptly as possible but in no event later than ten (10) days from date of any request from Avid, such further instruments, documents and agreements and do such further acts and things as may be reasonably required to carry out the assignment of any Purchased Contract to Avid and the purpose and intent of this Agreement and which are not inconsistent with the provisions hereof.
- O. **Remedies.** All rights and remedies in this Agreement are deemed non-exclusive. Any rights available to either Party pursuant to the Uniform Commercial Code or any other remedy at law or equity may still be exercised by either Party and failure of the Party to exercise its rights hereunder shall not operate as a waiver of such rights. In no event will Avid be liable for incidental, consequential or punitive damages under this Agreement.
- P. **Counterparts; Electronic Signatures.** This Agreement and may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, e-mail or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, Avid and Dealer, through their respective duly authorized agents, have executed and entered into this Dealer Agreement to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**AVID:**

Avid Acceptance, LLC

Signature: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title (print): \_\_\_\_\_

**DEALER:**

\_\_\_\_\_  
(print)

Signature: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title (print): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_