

## Referral Program Agreement Dealertrack

This Referral Program Agreement (“Agreement”) is between OneMain Financial Group, LLC, a Delaware limited liability company (“OneMain”) and each auto or powersport dealership which: (i) has applied for enrollment in the OneMain Financial Direct Loan Purchase Program (“Referral Program”) using the Dealertrack platform, on or after April 21, 2022, and has been notified by OneMain of the acceptance of such application; or (ii) on or after April 21, 2022, has been notified by OneMain of the amendment its prior referral program agreement. The Agreement governs Dealer’s participation in the Referral Program, pursuant to which enrolled dealers refer consumers for loans with OneMain or with any of the consumer loan companies that are direct or indirect subsidiaries of OneMain Holdings, Inc. and any other lenders of whom OneMain may notify Dealer in writing hereafter (collectively, “Lender”). The “Effective Date” of this Agreement shall be the date on which Dealertrack, Inc. (“Dealertrack”) provides Dealer the capability to begin submitting loan applications to OneMain. Dealer and OneMain agree as follows:

**1. Referrals.** Among other lending activities, Lender makes direct loans to consumers to fund the purchase of motor vehicles and associated merchandise, accessories or equipment (collectively, “Vehicles”). Lender makes loans in the amount of \$6,000 or more, secured by a first lien on a Vehicle with a model year ten (10) years old or newer (“Direct Auto Loans”). For example, throughout calendar year 2021, Vehicles from model year 2011 and newer would secure Direct Auto Loans. Lender also makes direct loans to fund the purchase of Vehicles in amounts less than \$6,000 or for Vehicles with a model year eleven (11) years old or older (“Auto Secured Loans”). Direct Auto Loans and Auto Secured Loans are referred to collectively as “Auto Loans.”

Lender also makes direct loans to consumers to fund the purchase of motorcycles, powersport equipment and other similar items (collectively, “Units”) and related merchandise, accessories and equipment for personal, household or family use. Lender makes loans in the amount of \$6,000 or more, secured by a first lien on a Unit with a model year five (5) years old or newer (“Direct Powersport Loan”). For example, throughout calendar year 2021, Units from model year 2016 and newer would secure Direct Powersport Loans. Lender also makes direct loans to fund the purchase of Units in amounts less than \$6,000 or for Units with a model year six (6) years old or older (“Powersport Secured Loans”). Direct Powersport Loans and Powersport Secured Loans are referred to collectively as “Powersport Loans.” Direct Auto Loans and Direct Powersport Loans are referred to collectively as “Direct Loans.” Auto Loans and Powersport Loans are referred to collectively as “Platform Loans.” Vehicles and Units are referred to collectively as “Collateral.”

Lender accepts submission of consumer credit applications on the application portal system (“System”) operated by Dealertrack from auto and powersport dealers that have enrolled with Dealertrack to submit loan applications via the System. Dealer may refer to Lender its customers who wish to purchase a Vehicle or Unit from Dealer (“Customers”), by submitting the Customers’ applications to Lender via the System. Dealer shall not refer its Customers to a OneMain Financial branch location for the purpose of such Customer submitting to the branch an application for an Auto Loan to fund a purchase from Dealer. In the event a customer wishing to purchase a Unit from Dealer, whether or not they were referred to OneMain by Dealer, applies for a purchase-money loan from Lender through any channel other than Dealer’s use of the Dealertrack System (“Direct Customer”), Dealer acknowledges and agrees that Lender shall not be obligated to direct such customer to Dealer to apply for such loan through Dealer’s use of the Dealertrack System.

Lender has the right to approve or decline a Customer’s loan application in Lender’s sole discretion. Dealer shall promptly notify each Customer of the decision made by Lender regarding the Customer’s loan application submitted to Lender. If a Customer wishes to accept Lender’s offer of a Platform Loan, Dealer shall instruct the Customer to contact Lender in the manner indicated on the Dealertrack System. Dealer acknowledges and agrees that Customers who are approved for Platform Loans will enter into loan agreements and execute other loan-related documentation directly with Lender and will not enter into retail installment sale contracts or similar agreements with Dealer for such purchase. If required by Lender’s regulator, or upon by Lender’s individual request, Dealer shall provide Lender a signed copy of a Customer’s completed credit application for a Platform Loan submitted to Lender, whether or not such Customer enters into a loan with Lender. Lender is not responsible for any errors in or omissions from information obtained by Dealer by use of the System or for any delay or inability of Lender and Dealer to exchange information via the System.

**2. Loan Proceeds Disbursement; Delivery of Purchased Item.** That portion of the proceeds of each Platform Loan made by Lender to Dealer’s Customer, which is due to Dealer, as reflected in the documentation provided by Dealer to Lender (“Remittance Amount”), shall be remitted to Dealer via, at Lender’s sole discretion, the Automated Clearing House network (“ACH”) or by paper check. Dealer acknowledges that no amounts due to Dealer under this Agreement can be remitted to Dealer via ACH until Dealer provides to OneMain a signed writing authorizing remittance via ACH. Dealer acknowledges and agrees that, in the event Dealer receives any remittance from Lender, which does not represent an amount due and owing from Lender to Dealer hereunder or is otherwise remitted to Dealer in error, Lender may initiate a reverse of such remittance via ACH, with or without prior notice to Dealer, and that Dealer shall otherwise promptly cooperate with Lender to return any such funds to Lender.

As to Platform Loans resulting from applications received by OneMain on or after the Effective Date of this Agreement, Lender shall remit to Dealer the Remittance Amount, solely following completion of all the stipulations to funding which are effective as of the date the application is received by OneMain (“Stipulations to Funding”). The Stipulations to Funding are set forth at [www.omf.com/legal/purchase-program-terms-conditions](http://www.omf.com/legal/purchase-program-terms-conditions) (“ProgramSite”) and are subject to change at any time, upon fifteen (15) days prior written notice from OneMain to Dealer. Such changes shall become effective as of the updated effective date of the Stipulations to Funding as indicated on the Program Site. The terms and conditions set forth on the Program Site are hereby incorporated into this Agreement by reference.

Dealer shall make available to the Customer the Collateral purchased by Customer no later than upon Dealer’s receipt of notice via the System or directly from OneMain that the Remittance Amount will be remitted to Dealer. Dealer will use commercially reasonable efforts to notify Customer as soon as the Collateral is available for possession by Customer. Dealer agrees to comply with any other program requirements Lender may announce on the System or on the Program Site in connection with Platform Loans and use of the System to submit applications to Lender.

**3. Compensation.** In connection with loans originated on or after the Effective Date of this Agreement, in exchange for Dealer performing the activities set forth on the Program Site, OneMain shall pay to Dealer the compensation set forth on the Program Site, pursuant to the terms and conditions stated therein. Such compensation, terms, and conditions shall be subject to change at any time, upon fifteen (15) days prior written notice from OneMain to Dealer. Such changes shall take effect as of the updated effective date indicated on the Program Site. Such changes may include, without limitation, discontinuation of compensation for previously compensated activities or the addition of compensation for new activities. No compensation shall be due from OneMain to Dealer hereunder until Dealer has provided OneMain with a completed W-9 form. **Please note that: i) compensation is not paid in all states for all Dealer activities; and ii) not all Dealer activities are permitted by OneMain or by applicable law in all states.**

#### **4. Lien Perfection.**

(a) For each Platform Loan that Lender makes to a Customer referred by Dealer or to a Direct Customer who purchases from Dealer, which loan is to be secured by a lien in favor of Lender on personal property subject to a certificate of title ("Titled Property"), Dealer shall provide OneMain with a Bill of Sale for the Titled Property, signed by the Customer, and such other information and documentation as OneMain may reasonably require. Dealer shall, within less than thirty (30) days following the date the loan is made, or such lesser time period required by applicable law, complete, file, and record all documents necessary to properly perfect the Lender's valid and enforceable first priority security interest in the Customer's Titled Property that secures the loan. Within the same time period, Dealer shall provide the Lender filing receipts and evidence that the security interest is noted on the certificate of title or registration. Dealer is responsible for lien perfection without regard to where the Titled Property will be registered or whether the Customer has the ability to perfect the lien themselves. Lender reserves the right, but is not obligated to, verify the Titled Property at any time as to its condition, equipment, mileage, make, model and identification number. "Bill of Sale" means a fully completed purchase order, bill of sale or other document reflecting the terms of the sale of the Collateral including, as applicable, the vehicle identification number ("VIN") or serial number, manufacturer, make, model, year and mileage of the Unit.

(b) If Dealer is located in, or a Customer purchasing Titled Property resides in, Kansas, Missouri or Oklahoma, then in addition to performing the obligations under subsection (a) above, Dealer shall provide to any Customer purchasing Titled Property all document and information needed in order to title the Titled Property in the purchasers' name(s) and to perfect Lender's lien on the Titled Property. Dealer's obligations under subsections 4(a) and (b) shall apply regardless of whether or not the Dealer is located in the same state as the residence of the Customer or the state in which the Customer wishes to title the Titled Property.

(c) For each Platform Loan that Lender makes to a Customer of Dealer, which is secured by a lien in favor of Lender on personal property that is not subject to a certificate of title ("Non-Titled Property"), Dealer shall use its best efforts to cooperate with and assist Lender, prior to closing of each Platform Loan, to provide OneMain with all information necessary to allow OneMain to timely file an accurate UCC-1 financing statement reflecting Lender's lien on the Non-Titled Property, including providing the Bill of Sale signed by the Customer and such other information and documentation as OneMain may reasonably require. Following closing of the loan, Dealer shall continue to provide Lender reasonable cooperation and assistance in such regard.

**5. Promotion of Loans.** Advertising materials or forms promoting or referencing OneMain, Lender or Lender's Platform Loans shall not be used unless provided by OneMain or approved by OneMain in writing in advance. Dealer shall not include on its website any information regarding OneMain, Lender or its loan products or any link to OneMain's website. From time to time, OneMain may provide to Dealer, or make available via the Dealertrack dealer informational platform, information about OneMain's lending programs. Dealer shall not disclose that information to Customers or to potential loan applicants. Furthermore, Dealer shall not use such information as screening criteria in determining which individuals to refer to Lender. Dealer acknowledges and agrees that, for the avoidance of conflicts of interest, Lender will not originate Platform Loans to any employees or owners of Dealer.

**6. Customer Communications.** Customer questions regarding Lender, including those about Platform Loans or the application process, shall be referred to Lender. Dealer shall not make any statements, take any actions, or enter into agreements on behalf of Lender, except as instructed or approved by OneMain or Lender in writing in advance; provided, however, that Dealer may communicate to Customer the loan decision communicated by Lender to Dealer via the System. Dealer shall not make any promises or predictions to Customer that Lender will or will not approve the Customer's loan application. Dealer's participation in the Referral Program is in the capacity of an independent contractor and not that of an agent, partner or joint venturer of Lender or a loan broker. Dealer shall notify Lender immediately of any written or oral complaint or concern raised by any Customer regarding the Referral Program, a Platform Loan, or any claim or defense which a Customer could assert against Dealer or which might form the basis of a defense to payment of a Platform Loan. Dealer shall provide Lender reasonable cooperation and assistance with resolution of the same.

#### **7. Covenants, Representations and Warranties.**

(a) Dealer hereby covenants, represents and warrants with and to OneMain and Lender that, as to the sale of any Collateral by Dealer to a Customer who is referred to Lender for a Platform Loan:

(i) The Collateral, as described by Dealer to Lender via the Dealertrack System and as described in the Bill of Sale, is accurately described, including (as applicable) the year, make, model, mileage, VIN or serial number of the Collateral and any optional features or equipment associated with the Collateral. After submitting a Bill of Sale to Lender, Dealer shall not sell to Customer any different Collateral or any Collateral with a different VIN or serial number than that which is reflected in the Bill of Sale, in substitution of that which is reflected in the Bill of Sale;

(ii) The Collateral is not salvaged, does not have a salvaged title, is not gray-market, is not true mileage unknown and does not have possible frame or flood damage;

(iii) The Collateral is in good working order and complies with all verbal or written representations, warranties and agreements made by Dealer to the Customer or to OneMain regarding the Collateral;

(iv) Prior to sale of the Collateral to a Customer, Dealer is the rightful owner of such Collateral, without any claim or right of any third party to the Collateral including any claim or right of a lender or a consignment seller, and Lender takes its interest in the Collateral free from all security interests, liens or other encumbrances, except those which will be in favor of Lender or its designee;

(v) Dealer shall convey to the Customer the Collateral and any other property purported to be conveyed by Bill of Sale, and the Bill of Sale and any other documents submitted by Dealer to Lender regarding the sale of and the condition of the Collateral are true, accurate and complete;

(vi) The amount shown in the Bill of Sale as received as a down payment was actually paid in cash by the Customer;

(vii) Dealer did not assist the Customer in getting a loan for all or part of the down payment or any other payment made to Dealer, and no part of the down payment was paid with a check, other instrument, or electronic debit which was later dishonored or otherwise refused by any financial institutions to which it was presented;

(viii) Dealer gave at least the fair market value for any trade-in received from the Customer, and none of the credits shown for the trade-in value was paid by Dealer;

(ix) The Customer has no right of set off or rescission as to the monies due for the purchase of the Collateral or any defense or counter claim against Dealer as to the enforcement of the Bill of Sale or with respect to the operation or condition of the Collateral;

(x) The Customer was of legal age and competent to purchase the Collateral and originate a loan to fund such purchase;

(xi) Any information provided by Dealer to Lender regarding a Customer purchasing the Collateral, including the Customer's identity and any other information submitted to Lender by Dealer as part of the Customer's loan application, is true, accurate and complete;

(xii) The Collateral, if it is Titled Property, shall be titled in the name of the purchaser(s) in the Bill of Sale following the sale, and no different or additional names than those in the Bill of Sale shall be reflected on the title to the Titled Property. Dealer has promptly and within the time periods required by applicable law submitted all documents necessary to obtain and perfect a valid and enforceable first priority security interest of Lender in the Titled Property;

(xiii) Dealer will promptly forward, pay and/or cause to be paid to the proper authorities all federal, state and local fees and taxes due with the sale, financing, titling and/or registration of the Collateral;

(xiv) Dealer has verified the identity of each Customer by, at a minimum, reviewing a valid and unexpired driver's license or other government-issued identification with a photograph, and shall perform any other due diligence as reasonably requested by OneMain;

(xv) The signature of each Customer on the loan application, Bill of Sale and any other documentation signed by Customer at Dealer's request or submitted by Dealer to Lender on behalf of a Customer is genuine;

(xvi) The "cash price" of the Collateral shown on the Bill of Sale is the "cash price" as defined by applicable state and federal law and represents the fair retail market value of the Collateral charged by the Dealer for substantially similar items in cash transactions. Dealer shall not charge to, or collect from, any Customer any fee, charge or other monetary amount which Dealer does not charge to, or collect from, customers who do not obtain a loan or financing to fund the purchase of Collateral from Dealer. Specifically, and not by way of limitation, any document fee charged in connection with the sale of Collateral purchased with proceeds of a Platform Loan is the same as the document fee charged for substantially similar Collateral purchased by a cash transaction;

(xvii) The Customer is not an employee or owner of Dealer; and

(xviii) Dealer shall assess all fees, charges and costs of any kind upon Customers in a fair and uniform manner, to the extent applicable, and shall not base the amount of, or the decision to assess the same on any basis prohibited by federal or state law.

(b) Dealer shall only sell or promote those extended warranties, service contracts, guaranteed asset protection ("GAP") waiver or insurance product, or other "add on" or ancillary products which are permitted by Lender under its then-current Program Overview or otherwise approved by Lender in writing in advance or expressly permitted by Lender in connection with approval of a loan application ("Ancillary Products") and sales of such Ancillary Products shall otherwise comply with applicable law.

Dealer shall note OneMain Financial Group, LLC as lienholder or as beneficiary or as loss payee, where applicable, under any Ancillary Product purchased by a Customer with proceeds of Lender's loan. Dealer shall cooperate with and assist OneMain in seeking, from the sellers of Ancillary Products, any refund of the premiums for such products which the sellers may issue. In the event the seller of an Ancillary Product remits to Dealer any portion of a refund properly due and payable to OneMain under the terms of the Ancillary Product, Dealer shall promptly remit such amount to OneMain.

Dealer shall fully and clearly disclose to all Customers that the purchase of any such Ancillary Products is not required by OneMain or by Dealer and is optional in nature. All representations and disclosures to Customer regarding such Ancillary Products shall be complete, accurate and properly made, and all documents required to be delivered shall be delivered, all in compliance with applicable law. In the event OneMain provides Dealers with written materials or information regarding any Ancillary Products sold by OneMain, Dealer will provide such materials or information to any Customer interested in such product and shall refer all inquiries or questions regarding such product to OneMain.

(c) Dealer shall, on behalf of the Customer purchasing an Ancillary Product, timely pay in full all charges, fees or premiums to the companies providing the Ancillary Product, to ensure that such products will be in full force and effect for the Customer. If an such Ancillary Product is cancelled by Customer in accordance with its terms, Dealer shall provide reasonable assistance to the Customer in connection with such cancellation.

(d) With respect to any document electronically signed by a Customer that is submitted by Dealer to Lender on behalf of a Customer, Dealer represents and warrants the following: (i) the document was created in accordance with applicable law regarding electronic signatures and electronic records; (ii) the document is a true and exact copy of an original electronic record in Dealer's custody or control; (iii) Dealer reasonably authenticated the consumer's identity in connection with the electronic signature; and (iv) Dealer maintains sufficient technical documentation on each electronic signature, the manner in which it was collected (e.g., screenshots depicting the historical customer experience on Dealer's website), and Dealer's recordkeeping practices for a custodian of records to prepare and sign an affidavit attesting to the authenticity of the document. Dealer shall cooperate with Lender in responding to consumer or government inquiries related to any electronic signature or electronic record submitted by Dealer. Dealer shall assist Lender in preparing any affidavit necessary to authenticate an electronic record or electronic signature submitted by Dealer for any civil litigation or other legal proceeding to which Lender or its affiliates, successors, or assignees are a party.

(e) Dealer shall maintain a policy requiring its employees to engage in professional, reputable and ethical sales practices, in compliance with all applicable laws. Dealer will routinely train its employees who engage in contact with Customers to comply with such policies.

(f) Dealer shall promptly cooperate with reasonable requests by OneMain for evidence of Dealer's compliance with the terms and provisions of this Agreement.

(g) Dealer warrants and covenants that it is, and shall remain throughout the term of this Agreement, enrolled with Dealertrack to submit consumer credit applications to lenders, including Lender, via the System. Dealer hereby agrees to provide to OneMain as a pass through for purposes of effectuating the Referral Program, the same representations, warranties and covenants, as applicable to the Referral Program, that Dealer makes to Dealertrack in the Dealer Access Agreement or in any other written agreement between Dealer and Dealertrack.

(h) At any time that Dealer submits a Customer's loan application to Lender via the System, Dealer represents and warrants to OneMain and to Lender that Dealer is, at such time, in compliance with this Agreement.

**8. No Discrimination.** Dealer acknowledges that Lender is subject to laws that prohibit credit discrimination on a prohibited basis which include but are not necessarily limited to race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); the fact that all or part of the applicant's income derives from any public assistance program; or the fact that the applicant has in good faith exercised any right under the Consumer Credit Protection Act or any state law upon which an exemption has been granted by the Consumer

Financial Protection Bureau. Dealer shall not discriminate against a Customer, or discourage a Customer from applying to Lender, on any prohibited basis described above or prohibited by federal or state law, or upon Dealer's knowledge of, or belief as to, their creditworthiness.

#### **9. Compliance with Laws.**

(a) In Dealer's dealings with Customers and in performing Dealer's obligations under this Agreement, Dealer shall comply with all applicable state and federal laws, rules and regulations, including consumer protection laws such as any applicable requirement to post a Buyers Guide on used vehicle inventory, as well as privacy and data protection laws. Dealer shall not: (i) request or accept any fee or compensation from a Customer in connection with any referral to Lender or a loan from Lender; (ii) offer or provide any loan applicant or Customer any consideration to apply for a loan with Lender; or (iii) take any action which might result in a claim by any third party against Lender alleging Lender's obligation to pay a brokerage commission, finder's fee or similar fee for a Platform Loan or other loan.

(b) Dealer warrants and covenants that it has and shall maintain in effect any necessary licenses, authorizations, registrations and permits to conduct Dealer's business and to perform Dealer's activities relative to the Referral Program. Dealer warrants that it is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and is qualified to do business in each jurisdiction in which it conducts business.

(c) OneMain warrants and covenants that Lender has and shall maintain in effect any necessary licenses, authorizations, registrations and permits to conduct Lender's business and to perform Lender's activities relative to the Referral Program. OneMain warrants that Lender is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and is qualified to do business in each jurisdiction in which it conducts business.

(d) Dealer shall promptly, and at Lender's expense, provide Lender reasonable cooperation in connection with examinations or other exercise of authority over Lender by a state or federal regulator with jurisdiction over Lender.

**10. Purchase of Loans.** Where permitted by applicable law, Dealer agrees to purchase from Lender, promptly upon written demand by Lender, any Platform Loan that Lender makes to a Customer referred by Dealer, as to which loan:

(a) Dealer fails to satisfy any of its lien perfection obligations in Section 4;

(b) Any representation, covenant, or warranty in Section 7 is materially inaccurate or materially breached; or

(c) Dealer, or any of its employees or agents, commits fraud or willful or intentional misconduct in the sale of the Collateral or in connection with the application for or the origination of, the Platform Loan.

The purchase price will be equal to the amount required to pay off any and all amounts due under loan at the time of purchase, plus any expenses incurred by Lender, plus any compensation paid to Dealer relative to such loan. Dealer's duty to purchase shall apply whether or not the Collateral has been repossessed and/or the terms of the loan have been modified or extended by Lender and shall extend until such loan has been fully paid and satisfied.

**11. Indemnification.** Dealer agrees to indemnify and hold harmless OneMain, Lender, their affiliates and their officers, directors, employees, agents and contractors and, against all losses (including but not limited to a Customer's failure to pay Lender under a Platform Loan), damages, liabilities, regulatory fines and penalties, claims, complaints, fees, cost and expense, including attorneys' fees (collectively, "Losses"), arising under, out of or in connection with:

(a) Dealer's breach of any agreement, covenant or warranty in: (i) this Agreement or (ii) the Dealer Access Agreement or any other written agreement between Dealer and Dealertrack, solely to the extent such agreements pertain to the Referral Program or impact this Agreement;

(b) The material inaccuracy of any representation of Dealer in: (i) this Agreement or (ii) the Dealer Access Agreement or any other written agreement between Dealer and Dealertrack, solely to the extent such agreements pertain to the Referral Program or impact this Agreement;

(c) Dealer's negligence, willful or intentional misconduct or fraud;

(d) Any advertising or sale practices or any failure by Dealer to comply with the terms of any contract of sale, warranty or other written agreement with a Customer;

(e) Claims, complaints or causes of action asserted by a Customer arising under, out of or in connection with an alleged or actual breach of privacy or security as to the Customer's personally identifiable information received by Dealer from such Customer or from Lender; and

(f) Disputes, claims or defenses asserted by a Customer or prospective customer against Dealer or Lender, including those which could be raised against Lender pursuant to the FTC's Holder Rule, or which might form the basis of a defense to payment of a Platform Loan, and those relating to the performance or non-performance of Dealer's obligations to Customer in connection with the sale of Collateral.

Dealer's obligations in this Section 11 do not apply to the extent that any covered Losses are caused by the negligence, willful or intentional misconduct or fraud of OneMain or Lender.

**12. Suspension; Termination.** OneMain or Lender may, in its reasonable discretion, effective immediately upon giving notice, suspend referrals from Dealer. After such notice, and unless such notice has been revoked by OneMain writing, Dealer shall not submit any loan application or make any referral to Lender, and Lender will have no obligation to receive or review any loan application submitted by Dealer To Lender via the System or otherwise. This Agreement may be terminated by either party at any time for any reason or no reason, immediately upon notice thereof to the other party. Dealer acknowledges and agrees that, during any period of suspension of referrals from Dealer, and at any time following termination of this Agreement for any reason or for no reason, Lender shall not be obligated to accept Collateral sold by Dealer as collateral to secure any loan made by Lender. Upon termination of this Agreement, Dealer shall discontinue referencing OneMain to Customers in any manner. Sections 4, 6, 7, 9(a), 9(d), 10, 11, 15, 16, 17 and 18 of this Agreement shall survive its termination.

**13. Amendment.** OneMain may unilaterally amend this Agreement upon at least fifteen (15) days prior written notice to Dealer. The amendment shall become effective and binding on the parties as of the date indicated in the notice, unless this Agreement is terminated prior to such date. The amended agreement or new terms (either referred to as "Amended Terms") may be delivered by OneMain to Dealer, together with the written notice of amendment, by any of the following methods, at OneMain's sole discretion: (a) attaching an image of the Amended Terms to the notice sent by email sent pursuant to Section 14(a)(i) below; or (b) including in the notice sent by email sent pursuant to Section 14(a)(i) below a link to a webpage where the Amended Terms are posted; or (c) enclosing a copy of the Amended Terms with the notice mailed pursuant to Section 14(a)(ii) or (iii) below; or (d) notifying Dealer in writing by any means permitted in Section 14(a) below of the address of the webpage where the Amended Terms

are posted.

**14. Notices.**

(a) Notices required by this Agreement to be sent by OneMain or Lender to Dealer may be sent, at OneMain's or Lender's election:

(i) via electronic mail, to the email address Dealer provides to OneMain on its enrollment application or any other email address that Dealer provides thereafter in a written notice sent by Dealer to OneMain in accordance with Section 14(b) ("Email Address"), which notices shall be deemed received upon transmission; or

(ii) delivered by a nationally recognized overnight mail carrier, to the address provided by Dealer on its enrollment application or provided thereafter in writing, which notices shall be deemed received on the business day following delivery to such carrier; or

(iii) via U.S. mail, to the address provided by Dealer on its enrollment application or provided thereafter in writing, which notices shall be deemed received on the third business day following delivery to the U.S. postal service.

Dealer agrees that OneMain and Lender may communicate with Dealer to its Email Address regarding any matter related to this Agreement, including notices required by this Agreement, Dealer's enrollment process, the administration and promotion of the Referral Program, and in connection with referrals made pursuant to this Agreement.

(b) Notices required by this Agreement to be sent by Dealer to OneMain or Lender shall be delivered by a nationally recognized overnight mail carrier, addressed as follows: OneMain Merchant Services, 601 NW Second Street, Evansville, Indiana 47708. Such notices shall be deemed received on the business day following delivery to such carrier.

**15. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR ESTABLISHED BY APPLICABLE LAW AS RIGHTS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT, ONEMAIN, LENDER AND DEALER EACH DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ONEMAIN OR LENDER BE LIABLE TO DEALER FOR ANY LOST PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, OR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, UNDER OR ARISING OUT OF THIS AGREEMENT OR THE REFERRAL PROGRAM, EVEN IF ONEMAIN OR LENDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE MAXIMUM AGGREGATE LIABILITY, OF ONEMAIN AND LENDER COMBINED, FOR CLAIMS UNDER THIS AGREEMENT OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT EXCEED TEN THOUSAND DOLLARS (\$10,000). THE LIMITATIONS OF LIABILITY IN THIS SECTION 15 DO NOT APPLY TO OBLIGATIONS HEREUNDER TO PAY COMPENSATION PURSUANT TO SECTION 3 OR TO LOSSES (AS DEFINED IN SECTION 11) RESULTING FROM THE GROSS NEGLIGENCE OR THE WILLFUL OR INTENTIONAL MISCONDUCT OF ONEMAIN OR LENDER.

**16. Miscellaneous.** This Agreement and any of the rights, interests and obligations of OneMain and Lender hereunder may be assigned and delegated by OneMain or Lender to any of their affiliates or to any other entity then having adequate resources and the ability to perform under this Agreement. Dealer shall not assign or delegate this Agreement or any of its rights, interests or obligations hereunder without OneMain's prior written consent. In the event Dealer owns or operates more than one (1) physical store and/or website, this Agreement shall govern referrals of, and loans made to, Customers of all such stores and websites who submit consumer loan applications to OneMain via the System. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement does not create any rights or benefits inuring to any loan applicant, Customer of Dealer or other third party, other than Lender. Lender is an intended third-party beneficiary of this Agreement. The use herein of "includes" or "including" or words of similar meaning shall, in every instance, be deemed by the parties to mean and refer to "including, but not limited to." The remedies provided in this Agreement and at law and equity are cumulative, and the assertion by a party of any right or remedy shall not preclude the assertion by such party of any other rights or remedies. If a court of competent jurisdiction or arbitrator declares any provision of this Agreement to be invalid, unlawful or unenforceable as drafted, such provision will be severed, and the remaining provisions will remain unimpaired and in full force and effect to the fullest extent permitted by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. No failure or delay by Lender in exercising any right, power, privilege or remedy hereunder (including, but not limited to, the failure to enforce any Stipulation to Funding) shall operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy hereunder.

**17. Attorneys' Fees.** Notwithstanding anything to the contrary in this Agreement, in the event that OneMain institutes and prevails in any legal suit, action, or proceeding, including arbitration, against Dealer, OneMain shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including attorneys' fees and expenses and court costs.

**18. Arbitration.**

(a) Except as set forth in subsection 18(b), any and all claims or disputes between Dealer and OneMain or any other Lender or against any agent, employee, successor, or assignee of a party, whether related to this Agreement or the Referral Program, shall be subject to binding arbitration at the election of a party. Any arbitration proceedings hereunder shall be conducted by the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 under its Code of Procedure. The place of arbitration shall be Baltimore, Maryland. The party electing to have the claim resolved by arbitration shall notify the other party in writing. The notice can be given after the other party has started a lawsuit. The party asserting the claim shall have the responsibility of filing the claim with the AAA. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. Judgment upon any arbitration award may be entered in any court having jurisdiction. No claim may be arbitrated as a class action, nor may it be consolidated or joined for any purpose with the claims of any other persons.

(b) This Section 18 applies to all claims that have accrued or that may accrue in the future; provided, however, that this Section 18 does not apply to any claim that seeks only injunctive, provisional or emergency relief (or any combination thereof), or any claim seeking to enforce the terms of an arbitration award, which claims may be commenced in a court of competent jurisdiction. In any such claim, the prevailing party shall be entitled to reimbursement from the non-prevailing party, upon demand, for all reasonable costs, expenses and attorneys' fees incurred by the prevailing party.