



# HOME PROJECTS<sup>®</sup> VISA<sup>®</sup> CARD PROGRAM

**Wells Fargo Financial Retail Services**  
800 Walnut Street  
Des Moines, IA 50309

## **We are pleased to bring you the Home Projects<sup>®</sup> Visa<sup>®</sup> card program!**

Wells Fargo Financial Retail Services, a subsidiary of Wells Fargo Financial National Bank has developed a versatile national revolving credit program exclusively for our dealers. Through this unique program, your customers will be able to make their purchase today, rather than “tomorrow” and keep adding purchases with the convenience of a revolving credit card account!

Enclosed are the necessary documents to sign up for the *Home Projects Visa* card program. Per the checklist provided, please complete and fax the requested documentation to 1-877-279-4548.

Upon receipt of these documents and acceptance into our exclusive program, we will send you all the necessary materials required to participate in the Wells Fargo Financial National Bank *Home Projects Visa* card program.

Return your completed forms today! If you have any questions regarding these enrollment materials, please call us at 1-800-374-5492 from 8 a.m. to 5 p.m. CST Monday through Friday.

We look forward to working with you and hope to have a long and mutually beneficial relationship.

The Sales Relationship Team  
Wells Fargo Financial Retail Services

Together we'll go far



## Enrollment Package

ODS Sales Rep Cell # \_\_\_\_\_

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### Dealer enrollment instructions:

1. Complete the form by typing your answers where indicated
  2. Print all pages and sign accordingly
  3. Consult the Enrollment Checklist below
  4. Fax pages 3, 4, and any applicable documentation requested in the checklist to 1-877-279-4548
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### Enrollment Checklist

*This checklist has been provided to help ensure the set-up process is accurate and without delay. If you have any questions or need assistance, please call 1-866-823-5230 (Operation Hours 8 a.m.-5 p.m. CST). Include this as the first page of your fax.*

**Completed and signed “Wells Fargo Financial National Bank General Dealer Agreement Application”**

- Complete all applicable questions.
- Application must be signed and dated by an owner/officer.

**Completed “Bank Information” sheet for ACH direct deposit set-up (for funding purposes)**

- Bank printed check with dealer information (name, address, etc...)
- Your funds will be deposited into this account.

**Completed “Additional Location” sheet(s) (if applicable)**

- Complete all information for **each** additional location.
- If locations have different funding accounts, include voided check for each account.

**Most recent “Year-end Profit and Loss” statement and “Balance” sheet**

- Financial Statements are required where the estimated annualized sales finance volume is equal to or greater than \$1,000,000. When not provided or available, Financial Statements are required where total sales are equal to or greater than \$5,000,000.

**State Contractors License**

**Please fax documentation requested in the checklist above to 1-877-279-4548.  
Missing pages will delay the set-up process.**



<b>For Internal Use Only:</b> <input type="checkbox"/> Rescission <input type="checkbox"/> Non-Rescission <input type="checkbox"/> Non-Rescission with Fair		Internet available for training? <input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Industry, Program/Group: _____	Majority of product/services to be financed: _____	
Type of technology for processing: Applications: <input type="checkbox"/> IPS <input type="checkbox"/> VRU Funding: <input type="checkbox"/> IPS <input type="checkbox"/> FAX		

## Wells Fargo Financial National Bank General Dealer Agreement Application

**All** fields must be completed. If a specific field does not apply, mark the field as "N/A".

<b>Business Information</b>			
Dealers Legal Name ("Dealer")		Distributor Name	
All Names you are Doing Business As (Including name as it should appear for customers)			
Address (no P.O. Boxes)		City	State
			Zip
Contact Name/Position		Business Website/URL:	
E-Mail Address			
Federal Tax ID Number		Phone Number (no toll-free numbers)	Primary Fax Number
Will the dealer have multiple locations offering financing? <input type="checkbox"/> Yes** <input type="checkbox"/> No **If yes, how many? _____ **If yes, complete an Additional Location Sheet for each location.		Business Structure <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Privately Held Corporation <input type="checkbox"/> Publicly Traded Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
Business Operates From: <input type="checkbox"/> Office Suite <input type="checkbox"/> Retail Storefront <input type="checkbox"/> Private Residence <input type="checkbox"/> Other _____		Do you provide goods or services outside of your permanent place of business? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, are those exclusively at fairs, trade shows, or other expos? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Description of Product/Service		Does your business engage in internet gambling or wagering? <input type="checkbox"/> Yes <input type="checkbox"/> No	States in Which Dealer is Doing Business in
In Business Since (mm/yy)	Annual Sales (Production) Revenue	Annual Sales Finance Volume	Average Ticket
<b>Principals, Partners, or Owners Information</b> (Please list the owners with the largest share of ownership. <b>The combined ownership must be 50% or more.</b> Attach an additional sheet with ownership information if necessary.)			
Name	% Owner	Home Address (street, city, state, zip)	Social Security Number
	%		Owner Since (mm/yy)
Name	% Owner	Home Address (street, city, state, zip)	Social Security Number
	%		Owner Since (mm/yy)
<b>Contractor Licensing Information</b> - States in which the dealer is licensed. Please demonstrate that all contractor licenses are valid and current by attaching copies of all such licenses or other documentary evidence from the applicable licensing authority, indicating the validity of each license. <i>If you have more than 2 contractor licenses, please attach a separate list including contractor license # and speciality with the above information.</i>			
Name	State Issued	License #	Speciality
Name	State Issued	License #	Speciality

**PLEASE NOTE: IT IS IMPORTANT TO PROVIDE A VOIDED CHECK, WHICH DISPLAYS THE DEALER'S CHECKING AND BANK ROUTING NUMBERS, PURSUANT TO THE AGREEMENT WITH WELLS FARGO FINANCIAL NATIONAL BANK ("WFFNB"), WFFNB MAY CREDIT OR DEBIT THE DEALER'S BUSINESS CHECKING ACCOUNT.**

I/We certify the above information is true, to the best of my/our knowledge and understand this information may be used for the purpose of qualifying my/our business for participation in WFFNB'S revolving credit card program and for retaining my/our business in such program. I/We authorize WFFNB to obtain credit reports on my/our business above and upon the principals, partners and/or owners who have signed below for the purpose of qualifying my/our business for participation in WFFNB'S revolving card program. I/We understand that I/we are also authorizing WFFNB to obtain credit reports now and in the future for the purposes of evaluating my/our business for future retention. I/We also understand that I/we may be required at any time to provide a copy of my/our business's most recent financial statements as of the end of the most recent fiscal year including a balance sheet and a statement of income in reasonable detail and prepared in accordance with generally accepted accounting principles.

This Wells Fargo Financial National Bank General Dealer Agreement Application ("Application") is submitted to obtain approval to participate in the Wells Fargo Home Projects Visa Card Program on behalf of the above-mentioned Dealer ("Dealer"). The undersigned ("I", "me", or "my") certify that I have read the above provisions and all information provided herein is true and complete. I have the power and authority to execute and deliver this Application and to enter into and consummate the Wells Fargo Financial National Bank General Dealer Agreement Revolving Sales (2993 0810 HP/Watsco) ("Agreement") on behalf of the Dealer, by my signature below, to all terms and conditions of the Agreement. I hereby certify, represent and warrant that the Dealer has agreed to abide by all terms and conditions of the Agreement, and that if and when WFFNB approves this Application, the Dealer will, without further action, be bound by the Agreement and any instructions or procedures as WFFNB may communicate from time to time. I acknowledge that this Application is subject to approval by WFFNB.

**PLEASE READ THE WELLS FARGO FINANCIAL NATIONAL BANK GENERAL DEALER AGREEMENT REVOLVING SALES (2993 0810 HP/Watsco) CAREFULLY PRIOR TO SIGNING THIS APPLICATION BECAUSE SIGNING BELOW BINDS THE DEALER TO SUCH AGREEMENT. THE AGREEMENT MAY NOT BE ALTERED OR CHANGED. ANY ALTERATIONS OR CHANGES TO THE AGREEMENT ARE VOID AND UNENFORCEABLE.**

Date	Dealer Corporate or Trade Name (Name as it should appear for customers)		
Owner 1 Signature	Owner 1 Printed Name		
Owner 2 Signature	Owner 2 Printed Name		

**SIGNATURE OF MAJORITY OWNER(S) IS REQUIRED FOR PROCESSING**

## Bank Information Sheet

Complete the “Bank Information Sheet” by supplying the bank information and attaching a voided check.

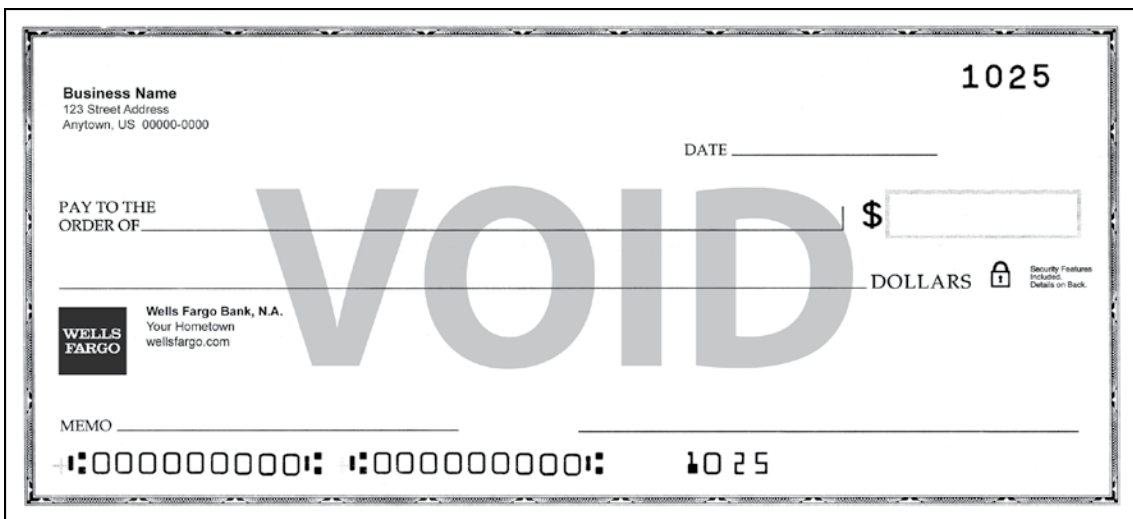
**Please note:** It is important to provide a voided check, which displays the dealer’s checking and bank routing numbers. Pursuant to the agreement with Wells Fargo Financial National Bank (“WFFNB”), WFFNB may credit or debit the dealer’s business checking account.

- All funding will be going to one account.**  
(Please attach a voided check.)
  
- Funding will go to different accounts for each location**  
(Please complete an additional location sheet for each location.)

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### Important Reminders

- Attach voided check here.
- Your funds will be deposited in this account.
- If you have multiple locations and each location has different account information, complete an “Additional Location Sheet” for each location.



**WELLS FARGO FINANCIAL NATIONAL BANK  
GENERAL DEALER AGREEMENT  
REVOLVING SALES**

**Recitals**

- A. You desire to provide your consumer customers with a convenient financing vehicle to pay for certain Products via their use of Cards.
- B. We are in the business of providing Card programs in the United States to finance such Products.
- C. You desire to enter into this Agreement for the purpose of arranging financing of your consumer customers' purchase of Products.

**Agreement**

- 1. RECITALS. The Recitals set forth above are true and correct, are incorporated into this Agreement by reference, and shall constitute an integral part of the Agreement.
- 2. IDENTIFICATION OF PARTIES. This Wells Fargo Financial National Bank General Dealer Agreement (the "**Agreement**") is made by and between Wells Fargo Financial National Bank located at 4455 West Spring Mountain Road, Las Vegas, NV 89102 (referred to as "**we**", "**us**" or "**our**") and the Dealer ("**you**" or "**your**") which has signed a Wells Fargo Financial National Bank General Dealer Agreement Application ("**Application**"). This Agreement is effective upon our final approval of your Application. This Agreement supersedes all prior agreements, representations, promises and statements, written or oral, made in connection with the subject matter of this Agreement, except any certifications, representations or warranties made in the Application, and no prior agreement, representation, promise or statement not written in this Agreement or in the Application will be binding on the parties. You agree to begin utilizing this Program upon receipt of the necessary supplies and Instructions and Procedures, as determined by us in our sole discretion, on how to: (i) process credit applications; (ii) obtain credit authorizations on Invoices; and (iii) present Invoices to us for payment.
- 3. DEFINITIONS.
  - (a) "**Account**" is defined as a Cardholder's Card account owned by us and utilized by the Cardholder for making purchases from you under the Program.
  - (b) "**Account Number**" is defined as a unique identification number assigned by us to an Account issued to a Cardholder.
  - (c) "**Administrative Fee**" is defined as any fee charged by us for maintaining the Program and/or for certain services rendered in connection with the Program that is set forth in writing from time-to-time.
  - (d) "**Card**" is defined as a plastic card with an Account Number issued to a Cardholder for use in connection with the Program.
  - (e) "**Cardholder**" is defined as a consumer customer(s) of yours that has applied for and has been approved for an Account.
  - (f) "**Cardholder Account Information**" is defined as any personal information about any applicant or co-applicant or any Cardholder received in connection with our Card Account whether included in an application or through use of the card or obtained from us, including but not limited to, the applicant and co-applicant's name, address, social security number, date of birth, income information, Account Number and account activity.
  - (g) "**Cardholder Agreement**" is defined as a written agreement between us and the Cardholder containing terms and conditions that govern the Account.
  - (h) "**Credit Memo**" is defined as evidence of a credit in paper or electronic form for Products purchased from you.
  - (i) "**Instructions and Procedures**" is defined as any instruction or procedures that we communicate to you and update from time-to-time.
  - (j) "**Invoice**" is defined as evidence of a Card sale in paper or electronic form for Products purchased from you and shall include any and all other documents referred to in the Invoice.
  - (k) "**Products**" is defined as any good, service, or merchandise that you offer, sell or provide.
  - (l) "**Program**" is defined as the Card program that is contemplated by this Agreement for the purpose of arranging financing of your consumer customers' purchases.
- 4. VISA RULES. You represent that you have read the Visa U.S.A. Inc. Operating Regulations and the Visa International Operating Regulations regarding Visa card transactions, usage of the Visa Marks, and Visa Card Face, and the Rules regarding Affinity or Co-Branded Card Programs, and you agree to be bound by said Rules and Regulations, as may hereafter be revised or supplemented by Visa U.S.A. Inc. or Visa International (hereinafter collectively "Visa").
- 5. MATERIALS CONTAINING THE VISA-OWNED MARK. Under Visa Rules and Regulations, if you use promotional materials and advertisements that include the use of Visa-Owned Marks, then you must comply with the Visa U.S.A. Inc. Operating Regulations, the Visa International Operating Regulations, Volume I-General Rules, and the Visa International Operating Regulations, Volume III-Card and Marks Specifications. In addition, the Visa Rules prohibit you from: indicating or implying that Visa endorses any of your Products, referring to Visa in stating eligibility for your Products, or using the Visa-Owned Marks for any purpose other than those permitted in the Visa U.S.A. Inc. Operating Regulations or without written permission from Visa. You agree to comply with these Rules and Regulations.
- 6. HONORING CARDS. You agree that you will honor without discrimination any valid Card when properly presented as payment from customers for purchases, and will maintain a policy that shall not discriminate among customers seeking to make purchases through the use of a Card. You will promote the Program covered by this Agreement to encourage customers who do not have an Account to apply for one and to encourage Cardholders who have an Account to use it to purchase certain approved Products from you.

7. **DISPLAY OF VISA MARK.** You shall adequately display the appropriate Visa-Owned Marks to inform the public which Visa cards will be honored at your place or places of business. Your right to use or display the Visa-Owned Marks under this Agreement shall continue only so long as this Agreement remains in effect and unexpired or until you are notified by Visa that you must cease such usage or display.
8. **UNACCEPTABLE CARDS.** You will not without proper authorization complete a transaction involving a Visa card if the account number is listed on a current warning bulletin, is not yet valid, or has expired. You shall check the valid date and the expiration date of each card presented to you and shall not complete a transaction if the card is not valid or has expired. In those cases when the magnetic stripe on the card is read, you shall compare the account number displayed and/or printed from the authenticating point of sale device to the account number displayed on the front of the card. In addition, in those cases where the optional card security features are present, you shall compare the account number on the face of the card with the account number indent printed on the signature panel. You agree not to process a transaction using a card where the account numbers which you have compared do not match.
9. **INFORMATION SECURITY.**
  - (a.) You agree not to disclose Cardholder Account Information, including any nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, title V, and its implementing regulations to (i) any third party or (ii) any employee of yours who does not have a business need to know such information. Further, you agree that you will not retain, in any format, electronic or otherwise, any Cardholder Account Information beyond what is required of you under this Agreement for retaining Invoices and applications.
  - (b.) You agree to treat all other information (whether written or oral) which is furnished (whether before or after the date hereof) by us or our directors, officers, employees, affiliates or representatives to you or your representatives and all analyses, compilations, forecasts, studies or other documents or information prepared by us or on our behalf, in connection with this Agreement including, but not limited to, discount rates and any other pricing information as well as passwords for any Internet sites or other technology, confidentially, and not to disclose any information to any (i) third party or (ii) any employee of yours who does not have a business need to know such information without our prior written consent. You acknowledge that the information described in sub-paragraph 9(b) constitutes our proprietary information and trade secrets and that monetary damages alone may be insufficient to protect and compensate us for wrongful disclosure of such information. We are, accordingly, entitled to equitable relief, including, but not limited to, injunctive relief, in addition to any other remedies to which we may be entitled, to enforce the provisions of this paragraph 9.
  - (c.) You agree that you will not use or disclose the information described in sub-paragraphs 9(a) and 9(b) other than to carry out the purposes of this Agreement. You agree that you will obtain our prior written consent before allowing any non permanent employee of yours (such as a temporary employee or vendor) access to our Cardholder Account Information even if such access is for purposes of this Agreement. You agree to take appropriate security measures to protect any information described in sub-paragraphs 9(a) and 9(b) above against accidental or unlawful destruction, anticipated threats or hazards, and unauthorized access, use, tampering, and copying during storage in your computing or paper environment. You agree to follow our Instructions and Procedures regarding your retention storage and eventual destruction of any information described in sub-paragraphs 9(a) and 9(b) above. In the event you discover or suspect any information described in sub-paragraphs 9(a) and 9(b) above has been disclosed to or accessed by a third party, you shall immediately notify us of the disclosure to a third party and you will assist us in investigating the unauthorized disclosure to determine the magnitude and impact of such disclosure.
  - (d.) You shall promptly notify us of any unauthorized access and take appropriate action to prevent further unauthorized access while information is in your possession or while it is in transit to us. You shall cooperate with us, and shall pay all related expenses, provide any notices and information regarding such unauthorized access to appropriate law enforcement agencies and government regulatory authorities, and affected customers which we in our sole discretion deem necessary. At your expense and in consultation with us, you shall provide such affected customers with access to credit monitoring services, credit protection services, credit fraud alerts, or similar services which we in our sole discretion deem necessary to protect such affected customers.
10. **PROCEDURES, RULES AND REGULATIONS.** You agree to follow procedures, rules and regulations of Visa. If the Visa procedures, rules and regulations conflict with this Agreement or with our procedures, rules and regulations you will follow our procedures, rules and regulations for transactions that will be presented to us and the Visa procedures, rules and regulations for all other transactions. You further understand and agree that if you violate or terminate your relationship with Visa, then this Agreement may be terminated by us upon written notice to you.
11. **PROCESSING APPLICATION AND TRANSACTIONS.**
  - (a.) You will process customer applications, Invoices, Credit Memos and authorizations in accordance with this Agreement and our Instructions and Procedures.
  - (b.) Unless otherwise agreed to by us in writing, you will provide each of your stores with the necessary equipment, to process applications and transactions in accordance with the Agreement and our Instructions and Procedures. You may elect to purchase Omni equipment from us. The purchase price of such equipment is considered an Administrative Fee and will be communicated to you in a separate writing. You agree we may deduct the Omni equipment cost from the bank account you have identified for automatic Direct Deposits (ACH credits) and Direct Debits (ACH debits) pursuant to paragraph 17 of the Agreement. Unless otherwise agreed to by us in writing, you will be responsible for any and all costs to maintain such equipment and any upgrades of such equipment which we may deem necessary in our sole discretion.
  - (c.) In the event that we provide you with an Internet address to process applications and transactions, it will be an address on a commercial site on the World Wide Web portion of the Internet accessible by you but not accessible directly by consumers. Such Internet site will be owned, managed and maintained by us. We retain the right, title and interest in and to the Internet site and

your rights to the Internet site are limited to the express terms of this Agreement. We retain the option to determine in our sole discretion, to terminate any rights that you have to use such Internet process.

12. **TRANSACTIONS THAT MAY BE PRESENTED TO US.** The Card we issue will be divided into several parts so we can offer special terms to Cardholders. The regular Visa part of an Account will be for regular Visa transactions. The regular terms and special terms parts of an Account will be only for transactions between you and us pursuant to the terms of this Agreement and will not be Visa transactions. The regular terms part of an Account will be for purchases under our regular terms. At the time of purchase a customer may designate that a purchase from you which is not subject to promotional terms be part of the customer's regular Visa part of an Account, otherwise the purchase will be part of the regular terms part of the Account. The special terms part of an Account will be for purchases under promotional terms. You will only present to us sales slips or electronic debits arising from regular terms or special terms transactions. You will present all other transactions using Visa cards, including transactions using the regular Visa part of an Account, to another acquirer. You must have a merchant agreement with another acquirer for regular Visa transactions that cannot be presented to us.
13. **SALES TRANSACTIONS.**
  - (a.) **PRESENT CARD.** The Cardholder must present a valid Card at the time of sale unless the transaction is covered under either paragraph 19 or paragraph 20 of the Agreement.
  - (b.) **INVOICE.** Card sales will be evidenced by Invoices in a form approved by us. The Invoice shall be completed by you in accordance with this Agreement and our Instructions and Procedures. In the event that we approve a form of Invoice supplied by you and you subsequently make revisions to such Invoice form, you agree to resubmit such Invoice to us for reapproval prior to using such revised form.
  - (c.) **AUTHORIZATION.** If we so require, you will contact our authorization center in accordance with this Agreement and our Instructions and Procedures. Authorization numbers are valid for 90 days unless we otherwise inform you that we are cancelling the authorization prior to the end of the 90 day period. If an authorization expires before Products are delivered you will submit a new request for authorization. We may change the length of time an authorization number is valid by advising you in writing including updating the Instructions and Procedures.
  - (d.) **SINGLE TRANSACTION.** You will include all Products purchased in any given transaction in the total amount(s) on any Invoice(s) submitted to us in connection with said transaction and you will not submit, sell or assign any part of that transaction to any other creditor for purchase.
  - (e.) **COMPLETION OF INVOICE.** You will legibly complete the Invoice in accordance with our Instructions and Procedures.
  - (f.) **PERSONAL INFORMATION NOT REQUIRED.** If a Cardholder has complied with all of the conditions for presentation of a credit card at the point of sale, including the requirements relating to identification of applicants for credit cards set out in paragraph 31, you may not as a regular practice require a Cardholder to provide any of the following supplementary Cardholder information as a condition for honoring a Visa card unless such supplementary Cardholder information is specifically required under a Visa rule or regulation: home or business address or telephone number, driver's license number, social security number (or any part thereof), fingerprints, photocopy of a driver's license, photocopy of the Visa card or display of other credit cards.
  - (g.) **SIGNATURE.** You will obtain the Cardholder's signature on all Invoices.
  - (h.) **COPY TO CARDHOLDER.** You will provide a copy of the completed Invoice to the Cardholder at the time of sale.
  - (i.) **DOWN PAYMENTS.** If less than the full amount of any transaction is covered by an Invoice, you will obtain payment in full by cash, check, or major credit card for the remaining balance due at the time the transaction is consummated. We will not finance down payments or deposits on an Account.
  - (j.) **NO EXTRA CHARGE FOR CARD SALES.** You will not discriminate against Cardholders by adding an extra or special charge to the normal price of the Products when a sale is a Card sale.
  - (k.) **CONSUMER PURCHASES ONLY.** Card purchases must be for personal, family, or household purposes.
  - (l.) **DELIVERY OF PRODUCTS.** Products purchased by a Cardholder that are being shipped or delivered must be shipped or delivered to a Cardholder's residence unless shipment or delivery to another location is authorized by the Cardholder and approved by us.
  - (m.) **TRANSACTIONS VIA THE INTERNET.** No purchase transactions may be originated under this Agreement via the Internet without our prior written consent.
14. **PRESENTMENT OF INVOICES.**
  - (a.) You will present Invoices to us in accordance with this Agreement and our Instructions and Procedures.
  - (b.) Invoices shall only be presented to us after the transaction is completed. You agree to make every reasonable effort to electronically present these Invoices to us within three days of the transaction completion date, unless it is temporarily impractical to do so, at which time you will have 15 days after the date the transaction was completed to present the Invoice electronically or physically to us. For the purposes of this Agreement, a transaction is completed after you have performed all of your obligations to the Cardholder in connection with each Invoice, including, but not limited to, the delivery of purchased Products to the Cardholder and/or the performance of any service purchased by the Cardholder. Presentment of an Invoice will constitute an endorsement and assignment to us of your rights against the Cardholder. If an Invoice is presented physically, you will also deliver to us a copy of any document referred to in the Invoice. If an Invoice is presented electronically, or via facsimile, you will retain the original, physical Invoice and the original of any document referred to in the Invoice for seven years (or such other time period we notify you of) after the Invoice is presented in accordance with the terms of this Agreement, and our Instructions and Procedures. If we request the original, physical Invoice for any Invoice presented to us electronically or via facsimile, or any document referred to in an Invoice, you will deliver it to us within seven days after receiving the request. If we request, you will execute a separate assignment of any Invoice and we are authorized to place your endorsement on any Invoice or any check or similar instrument

related to an Invoice at any time. Payment for an Invoice shall not constitute a waiver by us of any of our rights. All figures are subject to final audit and checking by us.

- (c.) You will allow us to conduct regular audits of the Invoices retained by you at any location where they are retained to determine that all the requirements of this Agreement are met. We may conduct audits during your regular business hours as often as we believe is necessary, and you will allow us to conduct an audit any time with 24 hours notice.
  - (d.) In the event your retention of the Invoices accepted by us is determined by us to be contrary to any law or regulation, or is objected to by any federal, state or local regulatory authority, you agree to deliver all such Invoices within 30 days of the date of our notice or such other time as required by any law, regulation, regulatory authority or court.
  - (e.) You agree not to present Invoices that you know or should have known to be either fraudulent or not authorized by the Cardholder.
  - (f.) Visa U.S.A. Inc. Operating Regulations require that you only present Invoices to us that directly result from Cardholder transactions between the Cardholder and you and such rules and regulations prohibit your presentation of Invoices resulting from a transaction between a Cardholder and another entity. Additionally, Visa U.S.A. Inc. Operating Regulations prohibit you from presenting Invoices that you know or should have known to be either fraudulent or not authorized by the Cardholder. You agree to be bound by these rules and regulations.
15. **PAYMENT BY US.** We will pay you the net amount of all Invoices presented to us by you in accordance with our Instructions and Procedures and accepted by us during the period less the applicable discount rate. We will also deduct any Credit Memos presented during the period, revoked Invoices, and any other amounts you owe us under this Agreement and any other contractual arrangement you may have with us or Wells Fargo Financial Retail Services, Inc. We will pay for Invoices presented to us by automatic deposit through the Automated Clearing House (ACH) or by any other method that we notify you of and choose to use. We will initiate an automatic deposit or otherwise initiate the payment within a reasonable time after the Invoice is presented, provided, however, that we reserve the right to periodically audit transactions before funding, or if we reasonably believe that you are insolvent or may be in default under any provision of this Agreement, we reserve the right to audit all transactions prior to funding. Any such auditing of transactions may delay funding. The discount rate may vary depending on the terms of the purchase, the date of the purchase, or any other variable set by us. The discount rate used for an Invoice will be the discount rate in effect on the date we accept the Invoice. Any payment made by us to you shall not be final by shall be subject to subsequent review and verification by us.
16. **PRICING AND FEES.** You agree to pay us any discount rates and any Administrative Fees as set forth in writing by us from time-to-time. Administrative Fees will be assessed each month in an amount to be disclosed to you in writing by us and such fees shall be subject to change at any time upon written notice to you. You authorize us to initiate debit entries for Administrative Fees as governed by paragraph 17 below.
17. **AUTHORIZATION FOR AUTOMATIC DIRECT DEPOSITS (ACH CREDITS) AND DIRECT DEBITS (ACH DEBITS).**
- (a.) You authorize us to initiate credit entries for amounts that we may owe you. You authorize us to initiate debit entries for any credit entries in error or any time the amount you owe us under this Agreement and any other contractual arrangement you may have with us or Wells Fargo Financial Retail Services, Inc. is more than the amount we owe you. Such credit and debit entries will be to the bank account identified in connection with the Application or as otherwise provided by you to us in writing. Further, you agree to pay us any discount rates and any Administrative Fees as set forth in writing by us from time-to-time. Both parties acknowledge that the origination of ACH transactions described herein must comply with the provisions of U.S. law and NACHA rules.
  - (b.) The authorizations set forth in subparagraph 17(a) above will remain in effect until the date on which no balances remain on Accounts. We agree to comply with written notifications from you, which alter your bank account information (i.e. name and address of bank or financial institution, transit/ABA number or account number), provided, however, that we receive such notification in a time and manner sufficient to give us and the bank or other financial institution reasonable opportunity to act on it.
18. **REFUNDS AND EXCHANGES.** You agree to establish and maintain a fair and uniform policy for exchange, cancellation and/or return of Products sold under Card sales and to give credit upon each such return, but never in cash and only by issuance of a Credit Memo in a form approved by us. Such Credit Memos shall be for the full purchase price of the Products returned plus all related fees and taxes. You will provide notification to the Cardholder in the form of a copy of the Credit Memo. You will present all Credit Memos to us in accordance with this Agreement and our Instructions and Procedures. You will sign and retain each original, physical Credit Memo for seven years (or such other time period we notify you of) after the Credit Memo is presented. If we request the original, physical Credit Memo for any Credit Memo presented to us, you will deliver it to us within seven days after receiving the request. You will pay us the amount of any Credit Memo on demand, or we may at our option deduct the amount of any Credit Memo, returns or adjustments from the amount we owe to you for Invoices presented to us. In the event you present the Credit Memo to us more than 60 days after the date of the Invoice, or such different time as we may notify you, in writing (that evidences the purchase that the credit is related to) was presented to us, you will continue to be obligated for the amount of any discount rate to the purchase price, and we shall not be required to refund the amount of any discount rate withheld by us in connection with any such Credit Memo.
19. **NEW CUSTOMER ACCOUNTS.** If Products are sold to a person who is not then, but wishes to become, a Cardholder, you will:
- (a.) collect the application information in accordance with this Agreement and our Instructions and Procedures;
  - (b.) require the person to complete and sign an application and Cardholder Agreement that we will provide;
  - (c.) give the person the Cardholder Agreement portion and any other documentation we may reasonably request; and
  - (d.) process the application in accordance with this Agreement and our Instructions and Procedures; and
  - (e.) unless otherwise instructed by us, deliver to us the application portion of the Cardholder Agreement (including credit applications that are rejected by us) in accordance with this Agreement and our Instructions and Procedures. The application portion of the Cardholder Agreement contains Cardholder Account Information and the Cardholder's signature. Provided however, that during

the term of this Agreement, we may re-design the application and Cardholder Agreement as we deem necessary to reduce the amount of Cardholder Account Information written on applications or we may update our Instructions and Procedures regarding the retention, storage, and transmittal of applications. In the event we do so, you agree to process, store and remit such credit applications in accordance with the Instructions and Procedures which we provide to you from time to time. In the event we allow you to retain applications, you agree (i) to keep our applications in a secure manner for seven years (or such other time period outlined in our Instructions and Procedures) from the date the application is transmitted to us and to protect the confidentiality of the Cardholder Account Information contained in our applications while in your possession; and (ii) we may conduct regular audits of the applications retained by you at any location where they are retained to determine that all the requirements of this Agreement are met. The audits will be conducted during your regular business hours as often as we believe is necessary with 24 hours notice from us to you.

(f.) If we request the original, physical application for any application or Invoice presented to us electronically or via facsimile, or any document referred to in an application, you will deliver it to us within seven days after receiving the request.

20. **PURCHASES WITHOUT CARD.** You may elect to make a Card sale to a Cardholder who is present at a retail location but does not have his or her Card with him or her without requiring the Cardholder to present his or her Card only as follows. You will confirm the Cardholder's identity. You will then confirm that you have the proper Account Number and otherwise process the transaction using normal procedures.

21. **REPRESENTATIONS AND WARRANTIES.**

(a.) As to each application and Cardholder Agreement and Invoice presented or delivered to us, and the transaction it evidences, you represent and warrant to us the following: (i) that you have verified the identity of the customer and that the customer was of legal age and competent to execute the application, Cardholder Agreement and Invoice at the time of the execution thereof, and that the application, Invoice and Cardholder Agreement are bona fide and were actually made and agreed to by each person identified as an applicant or Cardholder; (ii) that the Products which are the subject of the Cardholder Agreement and Invoice are truly and accurately described therein, are fit and merchantable for their intended purpose, have been delivered into the possession of the Cardholder and any services so described have been performed, and that all installation has been completed in a proper and workmanlike manner to the Cardholder's complete satisfaction; (iii) that the amount recited in the Invoice as having been received upon the signing thereof as part of the purchase price of the Products, was actually paid in cash and/or by Products received in trade, at no more than its actual cash value, and that the amount owed upon the Invoice at the time of its execution is correctly stated therein; (iv) that you have full and complete title to the Products, if any, subject only to the rights of the customer which exist by virtue of the Cardholder Agreement and the Invoice; (v) that the Invoice represents a bona fide sale of only Products in the ordinary course of business for the total sale price, and that you have performed your obligations to the Cardholder in connection with the transaction evidenced by the Invoice; (vi) that the transaction involves no advance of cash and no transaction other than that described in the Invoice; (vii) that the transaction is, in all respects, in compliance with all Instructions and Procedures, this Agreement, and all laws, rules and regulations of any federal, state or local governmental agency, governing the same, and a true completed copy of the Cardholder Agreement and Invoice was given to the Cardholder at the time of the transaction; (viii) that you have no knowledge or notice of any facts, events, issues or circumstances that would impair enforceability or collection of the Cardholder Agreement or Invoice as against the named Cardholder; (ix) that you have properly and fully completed all forms pursuant to our Instructions and Procedures, and that the Cardholder Agreement and Invoice are legally enforceable according to their terms; (x) that you fully acknowledge and agree that you shall honor a Cardholder's right of cancellation or rescission including any rights a Cardholder may exercise after the Product is delivered, any service or work is completed, and the transaction has been funded by us. You further represent and warrant that you have the right to present the Invoice to us, and that there are no liens, mortgages, encumbrances or security interests upon the Invoice or the rights evidenced by the Invoice; (xi) that there are no present or future unvested or unrecorded rights that could give rise to a mechanic's, materialman's or laborer's lien; (xii) that the Cardholder has no claim or defense to payment of any amount reflected on the Invoice based upon materials or workmanship or any act or omission of you, your employees, contractors, laborers or representatives; and (xiii) that the customer identified on the documents that you have submitted to us is not a principal, officer, director, manager, owner or employee of your business;

(b.) As to all transactions involving your customers, you represent and warrant to us the following: (i) that you have complied with the provisions of all state, federal, and local laws, regulations, rules, and ordinances, including but not limited to the Fair Credit Reporting Act, all applicable fair lending laws and regulations, the Federal Equal Credit Opportunity Act, as amended, all state law counterparts of them, and all applicable regulations promulgated under any of them, including, without limitation, any provisions requiring adverse action notification to any individual; (ii) that you will comply with all applicable local, state and federal laws, rules, and regulations related to servicing and collecting any Account returned to you; (iii) that with respect to all advertising and marketing of Products and/or financing, you, your employees, your subcontractors, your assigns and/or your agents have, in all respects, complied with (a) this Agreement, (b) standards that we may communicate to you at our option and for our sole benefit from time to time, and (c) all applicable laws, rules and regulations of any federal, state or local government agency including, but not limited to, all laws and rules governing home improvement and door-to-door sales, including, but not limited to, all licensing, registration and documentation disclosure requirements; (iv) that you have not charged a cash advance to an Account for any cash that you have give the customer; (v) that you have not charged a restocking fee or any other fee that we may in our sole discretion identify as prohibited to an Account; (vi) that you have not taken an application for an Account via telephone including an application taken by a call center unless otherwise agree in writing by the parties; (vii) that you will not offer extended product warranties and service agreements underwritten by you or an Affiliate of yours, in conjunction with purchases made by Cardholders without our prior written approval. No prior approval will be required for any extended product warranty or service agreement, which is underwritten by a third party that is not an Affiliate of yours. Such approval is for our benefit only, and we

reserve the right to withdraw our approval at any time and in our sole discretion. You may not rely on such approval for any purpose. You will provide us with a copy of any extended warranty for which you are seeking approval, and upon reasonable request, you agree to give us copies of every extended product warranty you offer. All of the representations and warranties set forth in this Agreement still apply to any approved extended warranties. Any approved extended warranty will be treated as any other sales transaction under this Agreement; (viii) that you will not offer cash back programs or vouchers in conjunction with purchases made by Cardholders; (ix) that you will comply with all obligations under any extended product warranty or service agreement, whether underwritten by you, an Affiliate or a third party, provided or sold to the Cardholder by you; (x) that there have been no representations or warranties made to the Cardholder other than warranties approved in compliance with paragraph 21(b)(vii) above or a third party's or manufacturer's standard warranties and in the event a manufacturer or third party breaches a standard warranty, you will cure the breach within 30 days of notice of such breach; (xi) that you have not increased the purchase price or cost of financing the Products financed under any Cardholder Agreement or Invoice or taken any other adverse action against an applicant or customer because the applicant or the customer is a member of a protected class, as defined by applicable law, or because the applicant or customer has chosen to use credit to finance the purchase, nor have you engaged in any practice that has an impermissible negative impact on members of such protected class; (xii) you have complied with all applicable federal, state and local fair lending laws and regulations applicable to the contract and all aspects of the transaction represented by the Cardholder Agreement or Invoice; and (xiii) that you, your employees, your subcontractors, your assigns and/or your agents do not have liens, mortgages, encumbrances or security interests in a Cardholder's property as a result of a Cardholder's Products purchased with the Card.

- (c.) You agree that if any representation or warranty is breached or if a Cardholder asserts any claim or defense arising out of any application, Cardholder Agreement, Invoice or transaction evidenced by any application, Cardholder Agreement, or Invoice or cancels any transaction evidenced by any application, Cardholder Agreement, or Invoice, you will pay us on demand the amount of any Invoice or Account affected plus any finance charges related to the Invoice or Account under the Cardholder Agreement with us. You also agree to reimburse, indemnify and hold us harmless for any and all breaches of warranties, damages and costs, including attorney's fees, which we may sustain as a result of any such event. We may at our option deduct any amount you owe us pursuant to this paragraph or any other provision of this Agreement from any amount we may owe you.
- (d.) You acknowledge and agree that "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG ("Restricted Transactions") issued thereunder are prohibited from being processed through any relationship between you and us or our affiliate, Wells Fargo Financial Retail Services, Inc. or through any consumer customer Account. You represent and warrant that you will not submit such Restricted Transactions for processing through any relationship between you and us or our affiliate, Wells Fargo Financial Retail Services, Inc. or through any consumer customer Account. In the event we identify a suspected transaction, we may block or otherwise prevent or prohibit such transaction, we may close the Account or end the relationship, and we may seek any other remedies available to us under this Agreement or otherwise.
- (e.) You represent and warrant that the execution of this Agreement is within your power, has been duly authorized by all necessary corporate, partnership or other action and does not contravene any government or contractual restriction on you.
- (f.) You represent and warrant that the execution of this Agreement does not constitute a breach or violation of any other obligation of yours or any other agreement to which you are party.
- (g.) For purposes of this paragraph 21 only, an "Affiliate" of yours, is a person or entity that directly, or indirectly, controls, or is controlled by, or is under common control with you. For purposes of this definition of Affiliate, "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting shares, by contract, or otherwise.

## 22. RIGHT TO REJECT OR REVOKE ACCEPTANCE.

- (a.) We may refuse to accept, or having accepted, may revoke acceptance of any Invoice presented by you:
  - (i.) if you do not retain and/or deliver the original, physical Invoice or any document referred to in the Invoice to us as required pursuant to paragraph 14;
  - (ii.) if the Invoice is not in all respects legible and as represented, warranted, and agreed in this Agreement;
  - (iii.) if the purchase was made under paragraph 20, and the Cardholder denies that he authorized the purchase;
  - (iv.) if (1) the Products have been returned, (2) the Products have not been accepted by the Cardholder or not delivered or performed by you as agreed, this includes but is not limited to, transactions where you have presented us the Invoice prior to the Products being delivered (including installation, if applicable, and the Cardholder refuses to accept delivery of the Products or where the Cardholder cancels the transaction without accepting delivery of the Product(s), (3) you have presented the Invoice to us in violation of our Instructions and Procedures, (4) there is any dispute, claim, or defense asserted by the Cardholder, (5) the Invoice is not valid and legally enforceable according to its terms, (6) the authorization number for the Invoice is expired at the time the Invoice is presented, or (7) there has been any allegation of negligence, fraud or dishonesty by you or any of your employees;
  - (v.) if we reasonably believe, in our sole discretion, that you may be unable or unwilling to satisfy your obligations under the terms of this Agreement; or
  - (vi.) if you have breached any representation or warranty or are in default under any term of this Agreement, we may refuse to accept any and all Invoices presented, whether or not previously authorized or approved by us. We may continue to refuse to accept any and all Invoices presented until you have cured any breach of warranty or any default under this Agreement.
- (b.) Notwithstanding paragraph 21(a)(i) you agree that you are responsible for all transaction(s) that we deem, in our sole discretion, to be fraudulent and that we may reject or revoke acceptance of any Invoice containing such transactions.

- (c.) If we revoke acceptance of any Invoice, you will pay us on demand the amount of the Invoice affected plus any finance charges related to the Invoice under the Cardholder Agreement with us. If we refuse to accept any Invoice, we will not pay for said Invoice. You also agree to indemnify us against any and all liability, loss, claims or demands arising in connection with any Invoice we refuse to accept or for which we revoke acceptance, including reasonable attorney's fees. In the event that we do not accept an Invoice from you, or in the event that we revoke acceptance of an Invoice from you, you agree to abide by the terms of the Cardholder Agreement signed by the customer and you agree that to the extent you owe us money pursuant to this paragraph 22, we may deduct such amounts as provided in paragraph 17.
23. **COLLECTIONS.** We have the sole right to collect or receive payments on Invoices presented to us unless they are rejected or revoked by us. You agree not to attempt to collect or accept any payments that we have the right to receive. You authorize us to do every act and thing necessary to collect and discharge Account Agreements, including the right to endorse any check or draft payable to you in connection with such Account Agreements, and Invoices. In addition, to the extent allowable under the applicable laws, rules and regulations, you agree that we are entitled to claim any sales tax refunds or deductions resulting from bad debt losses charged off by us on all Accounts, whether currently in existence or created in the future, and you irrevocably relinquish and assign to us any right, title and interest in all refunds, deductions or credits of sales or use, gross receipts, transaction privilege or other taxes with respect to all Accounts. You hereby authorize us to do every act and thing necessary to collect such tax refunds, deductions or credits, and you agree to assist us in doing so to the extent we may so reasonably request.
24. **EXAMINATION OF BOOKS AND RECORDS.** You agree to permit us to examine your books and records concerning the transaction giving rise to any Invoice and to provide us with such further information as we may reasonably require concerning the transaction. You agree to preserve records of the transaction for seven years (or such other time period we notify you of) from the date of the Invoice in accordance with the terms of this Agreement and our Instructions and Procedures.
25. **FINANCIAL STATEMENTS AND CREDIT REPORTS.** You authorize us to obtain credit reports on your business and to obtain credit reports individually upon the principals, partners, and/or owners who have signed the Application, and therefore this Agreement, for the purpose of qualifying your business for participation in the Program which is covered by this Agreement and for evaluating your business for continued participation in the Program. You understand that you are authorizing us to obtain credit reports and instructing any consumer reporting agency to provide such report now and in the future for the purpose of evaluating your business for future retention and participation in the Program. You also understand that upon request you may be required at any time to provide a copy of your businesses' most recent financial statements, including your balance sheets, statements of income and retained earnings, cash flows and any accompanying notes, in reasonable detail and prepared in accordance with generally accepted accounting principles.
26. **TERM AND TERMINATION.**
- (a.) **TERM.** This Agreement shall be effective on the date the Agreement becomes effective pursuant to paragraph 2 and shall remain effective until one party gives the other party written notice of its decision to terminate this Agreement. Provided, however, that we may terminate this Agreement without notice to you if you fail to submit Invoices and/or applications to us in any consecutive six-month time period.
- (b.) **EFFECT OF TERMINATION.** Notwithstanding termination of this Agreement, the provisions of this Agreement will continue in force as to all Invoices accepted or approved by us, provided, however, that if an authorization number for an Invoice is no longer valid under paragraph 13, we will not be obligated to accept such Invoice. In the event that we have provided any equipment to you in connection with this Program, you agree to return such equipment to us upon termination of this Agreement. In addition, upon notice of termination we will provide you with new Instructions and Procedures for processing transactions with us.
- (c.) **REMEDIES UPON DEFAULT.** In the event of breach by either party, the non-breaching party will be entitled to exercise any and all rights and remedies as shall be available to it at law or in equity. The non-breaching party may exercise remedies concurrently or separately, and the exercise of one remedy will not be deemed either an election of such remedy or a preclusion of the right to exercise any other remedy.
27. **SUSPENSION OF PROCESSING.** If you fail or refuse to pay any amounts owed to us under this Agreement after our demand or if you are otherwise in breach of any covenant in this Agreement, we may cease authorization for and the funding or acceptance of any Invoices and cease the processing of applications for an Account.
28. **RESERVE.** If we determine, in our sole discretion, that: (a) your financial condition has deteriorated; (b) you are in breach of this Agreement; (c) we experience unusual levels of Cardholder disputes, complaints or other repurchase obligations of yours under the Program; (d) the number of Invoices or Credit Memos presented to us is substantially different from historical trends; (e) we have become aware of some other fact, event or circumstance related to the Program which leads us to establish a reserve fund; or (f) if a notice of termination has been provided by one party to the other in connection with this Agreement, then you will pay us upon demand, or we may withhold from any amounts we owe you for Invoices presented us, or we may debit your bank account an amount we deem necessary to fund a reserve ("Reserve Account"). We may charge to the Reserve Account any amount you owe us. Your obligations to us shall not be limited by the amount held in the Reserve Account. The Reserve Account does not excuse you from paying us any amount you would otherwise owe us. We shall be the sole owner of the Reserve Account and any interest that accrues thereon. We will return to you any amount remaining in the Reserve Account when we determine a Reserve Account is no longer necessary, provided however, the refund shall be no later than one year from the effective termination date of this Agreement.
29. **SURVIVAL CLAUSE.** In addition to any provisions surviving termination pursuant to 26(b), paragraphs 9, 15, 17, 21, 22, 23, 28, 32, 33, 34, 36, 37, 40, 41, 42 and 44 will survive termination of this Agreement.
30. **ASSIGNMENT.** You will not assign this Agreement without our written consent. You agree that we may at our sole discretion assign this Agreement to any party or affiliate, including, but not limited to, our affiliate, Wells Fargo Bank, N.A., upon notice to you of such assignment.

31. U.S.A. PATRIOT ACT. Notwithstanding anything to the contrary, we have certain requirements under the U.S.A. Patriot Act with which we must comply before opening an Account for a customer. Since you have initial contact with the customer, you agree to assist us in complying with the U.S.A. Patriot Act. Such assistance may include, but not be limited to, providing a disclosure (as prescribed by us) to the applicant and co-applicant before he/she applies to open an Account with us, and verifying applicant's and co-applicants identity including, but not limited to, an applicant's and co-applicant's full name, physical address, date of birth, or Taxpayer Identification Number (which for a U.S. Citizen is his/her social security number) upon our request and in the manner we reasonably request.
32. DELAY IN ENFORCEMENT. Our failure at any time to insist upon the performance of any provision of this Agreement will not operate as a waiver of any right or remedy we have under this Agreement. A waiver of one provision of this Agreement will not operate as a waiver of any other provision.
33. NOT AGENCY OR PARTNERSHIP. You are not our agent or partner for any purpose whatsoever. You are not granted any right or authority to assume or create any obligation or responsibility on behalf of us, or in our name, or to bind us in any manner whatsoever.
34. NOTICES.
- (a.) All notices under this Agreement shall be in writing. Notices shall be effective: (i) three business days from the date of mailing by regular first class U.S. mail; (ii) one business day from the date of mailing by a commercial overnight mail carrier such as Federal Express, etc.; or (iii) the business day on which notice is sent by facsimile with a date and time confirmation sheet that the fax went through to the other party. For purposes of this paragraph 34, Saturdays, Sundays and federal holidays shall be considered non-business days. All notices to us shall be sent to the addresses and/or fax numbers set forth below or to such other addresses and/or fax numbers as we may advise you in writing. Notices to you shall be sent to your address and/or fax number listed on the Application or such other address and fax number as you may advise us of by written notice.
- Wells Fargo Financial National Bank, 800 Walnut Street, Des Moines, Iowa 50309, Attn: Executive Vice President, Fax No. 515-557-7044**
- You also acknowledge that we may send you promotions, advertising, and other communications of ours and our affiliates from time to time using any of the following methods: 1) via mail at the address listed on the Application which accompanies this Agreement; 2) via fax at the fax number listed on the Application which accompanies this Agreement; or 3) any other marketing channel including but not limited to USPS mail, email, or telephone.**
- (b.) Throughout this Agreement reference is made to our Instructions and Procedures. Notwithstanding the above provisions regarding notice, you agree that we may post our Instructions and Procedures on our website in the Online Resources Center section and that doing such will constitute notice to you of such Instructions and Procedures. You also agree that you have an ongoing obligation to check the website on a monthly basis for any updates or changes to those Instructions and Procedures. Such website is currently located at [www.wffrs.com](http://www.wffrs.com); however, we may change the website address upon prior written or electronic notice to you.
35. MODIFICATIONS. We may modify this Agreement by providing prior written notice to you. Your continued submission of Invoices or applications or other participation in the Program after the effective date of any such modification will constitute your acceptance of the modified terms and your agreement to be bound by them.
36. YOUR OBLIGATIONS UNAFFECTED. Your obligations under this Agreement are not affected by any settlement, extension, forbearance or variation in terms that we may grant in connection with any Account or by the release of the obligations of the Cardholder by a court or by operation of law.
37. ACTIONS OF EMPLOYEES. You are responsible for the actions of your employees. In the event employment of one of your employees is terminated, you will take reasonable steps to ensure they no longer have access to any Cardholder Account Information or access to our systems including changing any passwords necessary to access such information or system.
38. SEVERABILITY. If any part of this Agreement is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of this Agreement, legal and enforceable.
39. VISA U.S.A. INC. OPERATING REGULATION PROHIBITIONS. In addition to other terms and conditions, Visa U.S.A. Inc. Operating Regulations specifically prohibit you from:
- (a.) accepting Cardholder payments for previous Visa Card, Electron Card or Visa Electron Card charges;
- (b.) establishing a minimum or maximum transaction amount as a condition for honoring a Visa Card, Electron Card, or Visa Electron Card;
- (c.) requiring a Cardholder to complete a postcard or similar device that includes the Cardholder's Account Number, Card expiration date, signature or any other Card Account data in plain view when mailed;
- (d.) adding any surcharge to transactions;
- (e.) adding any tax to transactions, unless applicable law expressly requires that you be permitted to impose a tax. Any tax amount, if allowed, must be included in the transaction amount and not collected separately;
- (f.) submitting any sales slip for a transaction that was previously charged back to you, irrespective of Cardholder approval;
- (g.) disbursing funds in the form of travelers cheques, if the sole purpose is to allow the Cardholder to make a cash purchase of Products from you;
- (h.) disbursing funds in the form of cash, unless you are participating in the Visa Cash Back Service with another acquirer;
- (i.) accepting a Visa Card, Electron Card or Visa Electron Card for the purchase of Scrip (for the purpose of this paragraph 39(i) the Visa U.S.A. Operating Regulations define Scrip as a two-part paper receipt dispensed by a Scrip Terminal that is redeemable at a Merchant Outlet for goods, services, or cash.);
- (j.) accepting Electron Card or Visa Electron Card for a manual cash disbursement;

- (k.) accepting Visa Travel Money Card for a manual cash disbursement;
- (l.) accepting a Visa Card to collect or refinance an existing debt; and
- (m.) submitting a transaction to cover a dishonored check.

You acknowledge and agree to be bound by these provisions of the Visa U.S.A. Inc. Operating Regulations. This paragraph is not intended to limit or negate any provision of the Visa U.S.A. Inc. Operating Regulations.

40. **LIMITATION OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY GENERAL, PUNITIVE, DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR COVER DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF PERSONAL PROPERTY, OR ANY OTHER SIMILAR DAMAGE OR LOSS.**

41. **ACCOUNT ADMINISTRATION.** You acknowledge and agree that we have sole authority to prescribe the terms and conditions of the Cardholder Agreement, the terms of the Account, and the credit standards and criteria of current and prospective Cardholders and that we may change our credit standards at any time in our sole discretion without notice to you.

42. **TITLE OF PROGRAM.** Neither you nor any parent, subsidiary or affiliate of yours shall by virtue of this Agreement, secure any title to or other ownership interest in any elements of the Program. You acknowledge and agree that the Program is our exclusive property and that all of the elements of the Program, including customer lists, our Instructions and Procedures, written specifications, training materials, programs, systems and screens, and all documentation and materials relating thereto, constitute trade secrets, which are our exclusive property. You agree to use the elements of the credit program and information about the credit program only for the purpose of enabling you to use the credit program provided under this Agreement and for no other purpose.

43. **CONSUMER INTERNET APPLICATIONS.** If we determine, in our sole discretion, that we will provide you with ability to allow Consumers to apply for credit over the Internet from a link maintained on your web site, the following paragraphs 43(a)-43(c) will apply.

(a.) **CONSUMER INTERNET APPLICATION.** The "Consumer Internet Application" will be a commercial site on the World Wide Web portion of the Internet accessible by consumers that will provide a means for consumers to apply for a Card and receive credit decisions from us. The Consumer Internet Application site will be owned, managed and maintained by us. We retain all right, title and interest in and to the Consumer Internet Application site and your right to the Consumer Internet Application site is limited to the express terms of this Agreement. No other right to the Consumer Internet Application site, express or implied, is granted to you by virtue of the Agreement. An application submitted to us using the Consumer Internet Application site shall be considered to be an "application" to us for purposes of the Agreement. A signature in electronic form (and in compliance with the E-Sign Act) shall be considered a "signature" for purposes of this Agreement and a document signed with a signature in electronic form (and in compliance with the E-Sign Act) shall be considered to be "signed" for purposes of this Agreement.

(b.) **CONSUMER INTERNET APPLICATION – REQUIREMENTS FOR YOUR WEBSITE.**

(i) You will establish and maintain a link on the home page or appropriate pages relating to financial services of your website by which a visitor may access the Consumer Internet Application site (ii) You will not make available on your website any information or material that (A) is false or misleading; (B) discriminates against a legally protected class of persons; (C) is directed toward minors; (D) is harassing, libelous, threatening, obscene, defamatory, would violate the intellectual property rights of any party, or is otherwise unlawful; (E) would give rise to civil liability; or (F) constitutes or encourages conduct that could constitute a criminal offense under any applicable law or regulation. (iii) You shall submit to us, at our request, at the address we designate, all proposed advertising, sale promotions and other material that will appear on your website in which the Program covered by the Agreement is mentioned or language is used from which the Program covered by the Agreement may be inferred or implied and shall not publish or use any material if we object. (iv) you shall submit to us, at the address we designate, all proposed major changes to your website in content or links to other web sites and shall not make such changes if we object.

(c.) **AVAILABILITY OF THE INTERNET APPLICATION SITES.** The Consumer Internet Application site may be temporarily unavailable from time to time without notice to you. In addition, we may, in our sole discretion, permanently terminate the availability of the Consumer Internet Application site at any time. Upon request or upon termination of this Agreement, you will remove the link from your website.

44. **USE OF MARKS.**

(a.) You hereby grant Wells Fargo a nonexclusive right and license to use the trademarks, trade names, emblems, insignias and service marks that you use in conducting your business (the "Trademarks"), in a form, design and manner approved by you. You represent that you own such Trademarks or, that if you do not own the Trademarks, that your licenses to use the Trademarks include the power to grant us the rights to use the Trademarks in connection with the Program set forth in this Agreement. Wells Fargo agrees that nothing herein shall give to it any right, title or interest in the Trademarks (except the right to use the Trademarks in accordance with the terms of this Agreement), that the Trademarks are the sole property of yours.

(b.) You acknowledge and agree that if there is any claim against you or Wells Fargo that the Trademarks or any modifications thereof, as authorized by you, infringe the rights of another party, you will, at your own expense, defend Wells Fargo's right to use of the Trademarks as authorized under this Agreement. In the event any such claim is resolved adversely to you or Wells Fargo, or in the event you agree to discontinue the use of any subject mark(s) included in or connected to the Trademarks in order to resolve any such claim, which you shall have the right to do in your sole discretion, then you agree to indemnify Wells Fargo against any expenses Wells Fargo incurs in discontinuing use of the Trademarks and adopting use of alternative non-infringing marks. You further agree to indemnify Wells Fargo against all liabilities Wells Fargo incurs to third parties (including, without limitation damage awards obtained by such third parties against Wells Fargo), together with Wells Fargo's reasonable costs of defending against such liabilities (including reasonable attorney fees), arising from Wells Fargo's use of the Trademarks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by you, Wells Fargo

agrees to immediately discontinue the use of any Trademarks where there has been a claim of infringement and the claim has been resolved adversely to you or Wells Fargo, or where you agree to discontinue use of the Trademarks in order to resolve the claim.

- (c.) **Format of Marks.** We agree that we shall not use any Trademarks except camera-ready or downloadable logo or design marks provided by you to us. We agree to comply with your guidelines for the use of the Trademarks.
- (d.) **Limited License.** The license granted in this paragraph 44 and any and all rights granted hereunder are personal in nature to the grantee, are non-transferable by the grantee, do not convey any sublicensing rights to the grantee, and shall not inure to the benefit of any successor in interest of the grantee. We acknowledge and agree that this license is limited to the use of the Trademarks in connection with the Program; provided, however, that you acknowledge and agree that we, and our subsidiaries or affiliates, may make reference to you and the Program for the purpose of (i) direct marketing to our prospective customers and clients, and our customers and the customers of our subsidiaries and affiliates; and (ii) direct marketing our products and services and the products and services of our subsidiaries and affiliates to Cardholders. Notwithstanding anything to the contrary in this paragraph 44, you acknowledge and agree that your Trademarks shall be provided by us, on limited terms, to third party vendors for the purposes of creating any and all materials for the execution and administration of this Program, and that all such submissions of Trademarks shall be governed by our information security practices and procedures. The license granted in this paragraph 44 shall be binding upon and inure to the benefit of the grantor's successors and assigns. All rights not specifically granted or licensed to the grantee pursuant to this paragraph 44 are reserved to the grantor. Upon the termination or expiration of this Agreement, we agree to cease using your Trademarks; provided, however, that we may continue to use any Trademarks found on the Cardholder billing statements and may continue to use the Trademarks in communications with Cardholders as long as there are Accounts with outstanding balances.
- (e.) **Right to Use Wells Fargo Materials.** During the Term of this Agreement, Wells Fargo hereby grants to you a non-exclusive, non-transferable, right to use materials created or provided by Wells Fargo to you, for use in connection with the Program and any other materials that are copyrighted or capable of being copyrighted by Wells Fargo ("Wells Fargo Provided Materials"), subject to the terms and conditions of this Agreement, including the following: (i) Dealer may not modify, change, alter, delete from or add to Wells Fargo Provided Materials, including but not limited, to any change in text, graphics, color, size or position; (ii) Dealer shall not use or disclose the Wells Fargo Provided Materials, in whole or in part, for the purpose of offering a product that competes with Wells Fargo; (iii) Dealer shall use the Wells Fargo Provided Materials in the manner specified by Wells Fargo or as otherwise agreed to by the parties in writing; (iv) Wells Fargo retains all right, title and interest in and to the Wells Fargo Provided Materials. The Wells Fargo Provided Materials are the sole property of Wells Fargo and any and all uses by you of the Wells Fargo Provided Materials shall inure to the benefit of Wells Fargo. Any rights to the Wells Fargo Provided Materials are limited to the express terms of the license in this paragraph 44; (v) Dealer will not take steps that would cause one to believe that materials created or provided by you ("Dealer Provided Materials") were created or provided by Wells Fargo or that Wells Fargo endorses the Dealer Provided Materials; and (vi) Wells Fargo will at all times be the sole and exclusive owner of all such Wells Fargo Provided Materials. No other rights to the Wells Fargo Provided Materials, express or implied, are granted by virtue of this Agreement.

- 45. **GOVERNING LAW.** This contract shall be governed by, construed, and enforced in accordance with the laws of the state of Nevada without giving effect to the conflict of laws provisions thereof.
- 46. **FCRA NOTIFICATION REQUIREMENT.** Pursuant to the Fair Credit Reporting Act (Public Law #91-508 – Title VI of the Consumer Credit Protection Act), you agree to notify each prospective customer of the name and address of our office whenever the purchase is intended for personal, family or household use. The name and address is as follows: Wells Fargo Financial National Bank, 4455 West Spring Mountain Road, Las Vegas, NV 89102.
- 47. **FACSIMILES.** This Agreement, through the Application, may be executed by facsimile or some other enforceable electronic signature which shall be deemed an original.
- 48. **CREDIT PROGRAMS OFFERED.** You agree that you will not present any credit applications to us that have been denied by another lender. All credit applications must be a form provided or approved by us. You will not use our credit application form with any other lender.
- 49. **ATM FEATURE.** You acknowledge and agree that the Cards we issue to Cardholders may allow them the ability to obtain cash advances from select ATM machines.
- 50. **NO THIRD PARTY RIGHTS.** Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their respective heirs, administrators, executors, successors, legal representatives and assigns
- 51. **BINDING EFFECT.** This Agreement will also be binding on and inure to the benefit of the parties' respective heirs, administrators, executors, successors, legal representatives and assigns.
- 52. **AGREEMENTS WITH VISA U.S.A. INC.** You understand and agree that in the event our agreement with Visa U.S.A. Inc. is terminated, then this Agreement may be terminated by us upon written notice to you. You further understand and agree that if you violate or terminate your relationship with your other acquirer, including but not limited to, Visa U.S.A. Inc. then this Agreement may be terminated by us upon written notice to you.
- 53. **ENTIRE AGREEMENT.** Notwithstanding the authorization in paragraph 17(a), this Agreement and the Application supersede all prior agreements, representations, promises and statements, written or oral, made in connection with the subject matter of this Agreement and the Application and no prior agreement, representation, promise or statement not written in this Agreement will be binding on the parties.

## Additional Location Sheet

Does this location operate under the same legal name/tax ID number that is listed in the application?

- Yes**
- No** If no, please fill out a separate application for each legal entity.

Dealer Name (Name as it should appear for customers)			
Address (no P.O. Boxes)	City	State	Zip
Contact Name/Position	Phone Number (no toll-free numbers)	Primary Fax Number	
E-Mail Address			

**Please note:** It is important to provide a voided check, which displays the dealer’s checking and bank routing numbers. Pursuant to the agreement with Wells Fargo Financial National Bank (“WFFNB”), WFFNB may credit or debit the dealer’s business checking account.

- All locations share the same bank information.**  
(See “Bank Information Sheet” for bank account information.)
- Location’s bank information is different.**  
(Please attach a voided check.)

### Important Reminders

- Attach voided check here.
- Your funds will be deposited in this account.

