

# Preferred Dealer Network

Introducing a lead and lending program that gives dealers the power of choice.



The RoadLoans model provides a 21<sup>st</sup> - century approach to increasing sales, while delivering superior return on investment for your marketing dollar.

## PROGRAM SUMMARY

RoadLoans, the #1 online direct non-prime auto lender, is proud to offer a new finance model to select dealers. The only program of its kind, RoadLoans gives dealers high quality prospects with a guaranteed finance source. Every customer arrives at your store with a RoadLoans direct approval, but you also have the option of shopping the loan to other financing sources to find the best opportunity for you and your customer.

RoadLoans leads come from buyers across the credit spectrum that are pre-approved, ready to buy and actively looking for vehicles in your market. What's more, because the leads are new and you own the customer relationship from the beginning, we enable you to close more sales than through traditional lead channels.

## DEALER REQUIREMENTS

The RoadLoans program is available to franchised auto dealers who meet certain criteria.

- » Minimum of 100 used vehicles for sale
- » All vehicles must be fully reconditioned
- » Sales department with experience in closing sales generated from Internet leads

## BEYOND LEAD GENERATION

RoadLoans is not just a lead aggregator. It's the only program that gives dealers pre-approved leads and the freedom to select finance sources. With other leads—especially if they are non-prime or sub-prime—you may not be able to find a lender to buy the loan. Regardless of how you choose to do your deal, RoadLoans always gives you a way to go.

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### Contents of this packet

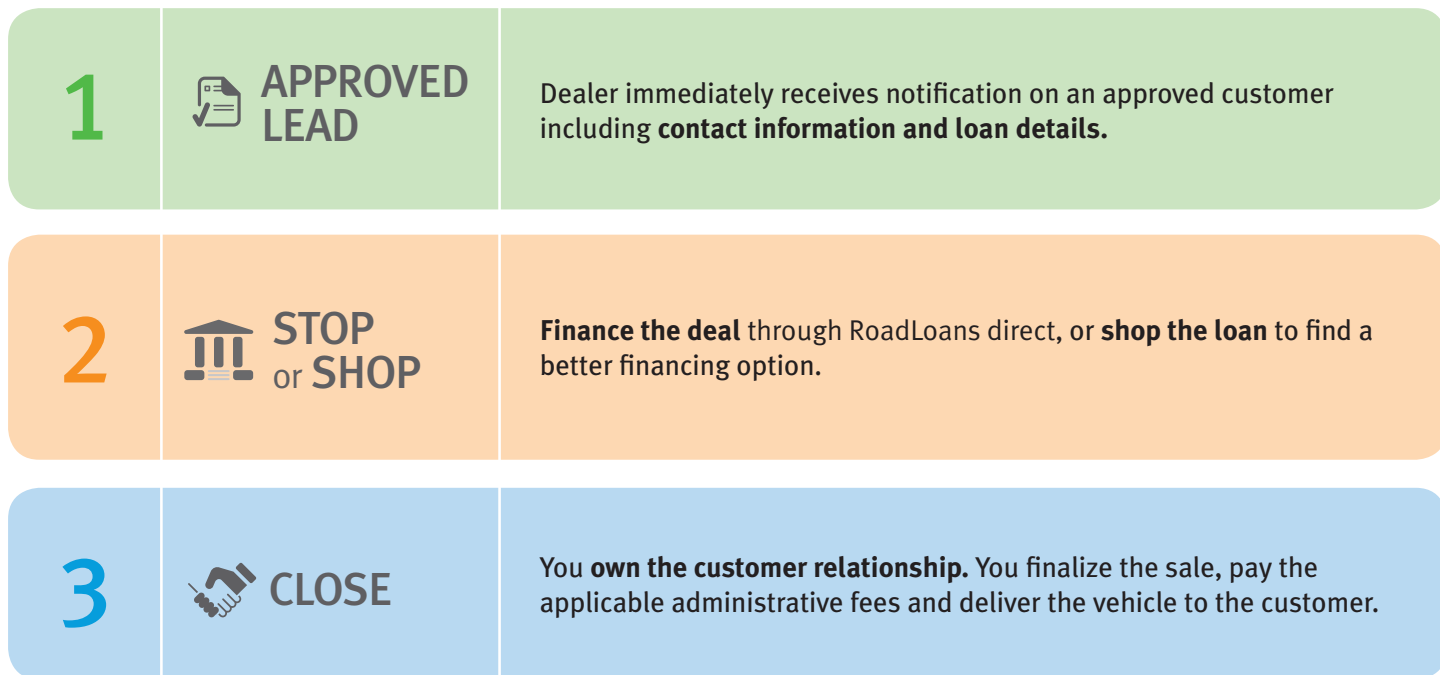
- ➔ Program brochure
- ➔ Program pricing
- ➔ Dealer agreement cover sheet
- ➔ Dealer agreement
- ➔ Terms and conditions



## RoadLoans Preferred Dealer Network

Better Leads. Better Results.  
*A smarter spend for your marketing dollars.*

### HOW IT WORKS



### NEXT STEPS

Take advantage of your invitation to join the Preferred Dealer Network. Simply complete a RoadLoans Dealer Agreement.

Please call a RoadLoans representative at 888.276.7202 to complete your program enrollment.

### ABOUT ROADLOANS

RoadLoans is an Internet lending leader in the area of automotive finance. We specialize in financing and servicing new and used vehicle loans, with expertise in the non-prime and sub-prime sectors. RoadLoans is part of Santander, a leading global bank with 66 million customers and offices in more than 40 countries.

ENROLL TODAY!

*Dealer Network* | WEB [www.RoadLoans.com/RLDealer](http://www.RoadLoans.com/RLDealer) | E-MAIL [DLRNetwork@roadloans.com](mailto:DLRNetwork@roadloans.com)  
P 888.276.7202 | F 866.552.4651



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Better Leads. Better Results.  
A smarter spend for your marketing dollars.

# Administrative Fee Schedule

Effective Date  
**05/04/2009**

## PROGRAM PRICING

### Discounted Option *savings for paying up front*

Administrative Fee (*per approved lead*) | **\$90** (*10% savings*)

### Standard Option *pay as you go*

Administrative Fee (*per approved lead*) | **\$100**

## BILLING

RoadLoans will invoice administrative fees monthly for each approved lead referred to your dealership. Each of these leads will have a guaranteed financing option with RoadLoans, but you also have the choice of shopping the loan to other financing sources to find the best opportunity for you and your customer.

To receive the Discounted Option price, send your pre-paid amount to:

Santander Consumer USA Inc.  
(Attn: RoadLoans Accounting)  
8585 N. Stemmons Frwy Suite 1100-N  
Dallas, TX 75247.

Any time your account is pre-paid you will receive the discounted option price.

ENROLL TODAY!

*Dealer Network* | WEB [www.RoadLoans.com/RLDealer](http://www.RoadLoans.com/RLDealer) | E-MAIL [DLRNetwork@roadloans.com](mailto:DLRNetwork@roadloans.com)

P 888.276.7202 | F 866.552.4651



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A smarter spend for your marketing dollars.

FAX NUMBER

1-866-552-4651

# Dealer Agreement Cover Sheet

Please complete the information below along with the Dealer Agreement enclosed and fax them back to us with this sheet as the cover sheet.

Dealer shall be solely responsible for providing RoadLoans current contact information for the dealer employee(s) or personnel who will provide services for RoadLoans borrowers. Dealer shall be responsible for notifying RoadLoans in the event that any of the below information changes. Such notification shall be via e-mail to DLRNetwork@roadloans.com

## Dealership Information *Primary contact's e-mail address will receive lead notification.*

DEALERSHIP NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_  
STATE, ZIP CODE \_\_\_\_\_

FAX \_\_\_\_\_  
FED TAX ID \_\_\_\_\_  
VENDOR # \_\_\_\_\_  
(RoadLoans use only)

### Internet Sales Manager Contact Check here if primary contact

NAME \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
MOBILE \_\_\_\_\_  
E-MAIL \_\_\_\_\_  
FAX \_\_\_\_\_  
(if different than main fax line)

### Finance Manager Contact Check here if primary contact

NAME \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
MOBILE \_\_\_\_\_  
E-MAIL \_\_\_\_\_  
FAX \_\_\_\_\_  
(if different than main fax line)

### Sales Manager Contact Check here if primary contact

NAME \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
MOBILE \_\_\_\_\_  
E-MAIL \_\_\_\_\_  
FAX \_\_\_\_\_  
(if different than main fax line)

### General Manager Contact Check here if primary contact

NAME \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
MOBILE \_\_\_\_\_  
E-MAIL \_\_\_\_\_  
FAX \_\_\_\_\_  
(if different than main fax line)

If you have any questions please contact the RoadLoans Preferred Dealer Network:  
- Toll Free 1-888-276-7202  
- Or E-Mail DLRNetwork@roadloans.com

You may also mail us the agreement and cover sheet:  
RoadLoans (Attn: Special Ops)  
8585 N. Stemmons Freeway Suite 400-North  
Dallas, Texas 75247



## RoadLoans<sup>®</sup> Program Dealer Agreement

This is a Dealer Agreement between Santander Consumer USA Inc. ("RoadLoans") and the undersigned dealership ("Dealer") dated as of the Effective Date below and made pursuant to those [RoadLoans<sup>®</sup> Program Terms and Conditions](#). RoadLoans has in place the RoadLoans Program, and Dealer wishes to participate in such RoadLoans Program. Accordingly, RoadLoans and Dealer agree as follows:

### 1. DEFINITIONS

- A. "Agreement" means, collectively, this Dealer Agreement and the Terms & Conditions.
- B. "Effective Date" means the date this Agreement is signed or countersigned by RoadLoans (as indicated on the signature page appended hereto), or the date of the first Borrower Notification sent by RoadLoans to Dealer, whichever date is first.
- C. "Program Fee" means the fee charged by RoadLoans to Dealer in order to extend financing to a Borrower under the RoadLoans Program. The amount of the Program Fee depends on the approval tier regarding any particular Borrower, which such tiers are subject to change from time to time in RoadLoans' sole discretion.
- D. "Administrative Fee" means the one-time fee charged by RoadLoans to Dealer for each Borrower notification sent by RoadLoans to Dealer. The Administrative Fee will be in an amount set forth on an Administrative Fee Schedule published with the Terms & Conditions, and is intended to cover RoadLoans' actual costs of obtaining Borrower information, maintaining the RoadLoans.com website and related properties, and similar costs.
- E. "Terms & Conditions" means the most current [RoadLoans<sup>®</sup> Program Terms and Conditions](#) found on RoadLoans' internet website or otherwise promulgated by RoadLoans and made available to Dealer.
- F. Capitalized terms used herein, unless otherwise defined herein, shall have the same definition given such terms in the Terms & Conditions.

### 2. DOCUMENTATION. Please refer to the Terms & Conditions for the specific Form and Procedure requirements regarding the RoadLoans program.

### 3. TIMING OF PAYMENT TO DEALER. Once RoadLoans has received and verified all Loan Documents and information, RoadLoans will fund via ACH to a deposit account designated by Dealer an amount equal to the amount of the Voucher, less the Program Fee. RoadLoans will use its best efforts to fund the business day after it receives and verifies the Loan Documents whenever possible. RoadLoans' funding hours are Monday through Friday from 8 a.m. to 5 p.m. Central Time. If Dealer has not designated a deposit account for ACH purposes, a check for such amount will be mailed to Dealer within such time period.

### 4. APPROVAL. RoadLoans will prescribe its own underwriting standards and criteria for prospective Borrowers and will have the sole responsibility for and authority to make decisions concerning any Loan made and the terms under which any such Loan will be made available. RoadLoans will have the right, in its sole discretion, to determine the terms and conditions on which it will make any such Loan available. Dealer will have no authority to modify the terms of a Loan on RoadLoans' behalf.

### 5. BORROWER NOTIFICATION. From time to time and in its sole discretion RoadLoans may notify Dealer via electronic transmission of the existence of a Borrower and such Borrower's interest in purchasing a Vehicle and financing such purchase through the RoadLoans Program. Dealer shall, within fifteen (15) days of the date of RoadLoans' invoice regarding such Borrower Notification, remit to RoadLoans the Administrative Fee. Dealer shall contact each such Borrower within no more than **one hour** of such Borrower notification. If, however, such Borrower notification is transmitted by RoadLoans after 5:00pm, Dealer may contact such Borrower no later than 10:00am on the immediately following business day. For each such Borrower, Dealer shall provide daily updates to RoadLoans via the RoadLoans Dealer Leads System until either (1) Borrower purchases a vehicle from Dealer or (2) thirty days from the date of Borrower notification. Dealer shall immediately provide RoadLoans, via the RoadLoans Dealer Leads System, with the information for each Vehicle purchased by a Borrower requested thereon. Nothing herein shall be construed to limit Dealer's ability to offer any Borrower a customer incentive at Dealer's sole option and cost (e.g., free oil change(s), gift certificates with test drive, etc.).

### 6. TERMINATION. RoadLoans may immediately terminate this Agreement (a) as a result of Dealer's breach of this Agreement or any provision of the Terms and Conditions, including but not limited to any of Dealer's representations, warranties or covenants therein, or (b) in the event the Dealer Retail Agreement, if any, is terminated. In addition, either RoadLoans or Dealer may terminate this Agreement at any time by written notice to the other, specifying the effective date of such termination. Such written notice will be mailed to the respective addresses set forth herein, or to such other address as may have been furnished in writing to the other party. All obligations of the Dealer and RoadLoans under this Agreement and the Terms & Conditions will continue until all Loans are paid in full and all of Dealer's and RoadLoans' obligations under this Agreement have been fully performed.

### 7. MISCELLANEOUS

- A. The parties acknowledge that this Agreement incorporates the Terms & Conditions as if same were reprinted verbatim herein. To the extent that the terms of this Agreement conflict with the Terms & Conditions, the terms of the Terms & Conditions will control. In all other events, the terms of the Terms & Conditions will apply to the benefits and responsibilities of the parties.
- B. Dealer expressly acknowledges that it has read, understood, and had its attorney(s) or legal counsel(s) of its choice review the Agreement and the Terms & Conditions, or has had such opportunity.
- C. This Agreement and the Terms & Conditions collectively contain the entire agreement between the parties with respect to RoadLoans' loaning of funds to Borrowers in connection with the sale of Vehicles from Dealer. Except as described in subparagraph D. below, this Agreement cannot be amended, modified or changed in any way except by a written instrument executed and agreed upon by both parties.
- D. RoadLoans may change certain terms of the Terms & Conditions at any time and will notify Dealer of such changes in the form of an update containing pertinent information ("Dealer Update"). Dealer and RoadLoans agree that each Dealer Update will be considered a part of this Agreement and the Terms & Conditions and that any Loan made thereafter will be subject to the terms of any Dealer Update then in effect. Dealer understands that such documents will constitute an amendment to this Agreement and the Terms & Conditions and that failure to implement, follow and abide by these policies, procedures and practices will be an event of default under the terms of this Agreement and the Terms & Conditions and will give rise to the remedies provided in the Agreement and the Terms & Conditions and those remedies available to RoadLoans at law or in equity.



**IMPORTANT!**  
FILL THIS BOX OUT COMPLETELY

**FAILURE TO COMPLETE THE BELOW PORTION IN ITS ENTIRETY WILL RESULT IN THE ENTIRE AGREEMENT BEING RETURNED FOR COMPLETION.**

*By signing below, the undersigned (which **MUST** be the Owner, CFO, COO, President or Authorized Signer) hereby certifies that all information contained in this Dealer Agreement Packet (including the Dealer Principals Form on page 6) is correct.*

**Accepted:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_ Title \_\_\_\_\_ Date

\_\_\_\_\_  
Corporate Address

\_\_\_\_\_  
Phone

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

\_\_\_\_\_  
Federal Tax I.D. Number

**ROADLOANS USE ONLY**

**Accepted:**  
**Santander Consumer USA Inc.**

By: \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_ Date

Santander Consumer USA Inc.  
8585 N. Stemmons Freeway  
Suite 1000-North Tower  
Dallas, TX 75247

**Vendor ID #** \_\_\_\_\_

**POA**  **No POA**

**Non-Recourse *Signature Card***

**DEALER CORPORATE USE ONLY**

I, \_\_\_\_\_, Secretary of \_\_\_\_\_ hereby certify the following resolution was unanimously adopted, and that said resolution remains unchanged and in full force and effect on this date \_\_\_\_\_.

**RESOLVED**, that each and any of the following persons be, and he is hereby authorized and empowered in the name and behalf of this corporation, to execute and/or endorse any and all documents or instruments, including (without limiting the generality of the foregoing) promissory notes, acceptances, agreements, or any assignments thereof, in connection with any transactions between this corporation and Santander Consumer USA Inc. under the RoadLoans Program Dealer Agreement.

Name	Signature	Title, if any
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

and it was further

**RESOLVED**, that any previous authorization of any person whose name and signature do not appear in the foregoing authorization be and the same is hereby revoked, provided, however, that any aforesaid document or instrument executed in the name and behalf of this corporation by any such person and accepted by Santander Consumer USA Inc. prior to receipt by it of a certified copy of these resolutions shall be, and may be relied upon by Santander Consumer USA Inc. as, the authorized act of this Corporation, notwithstanding such revocation.

In witness whereof, I have hereunto set my hand \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Secretary)





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## DEALER PRINCIPAL IDENTIFICATION FORM

LIST THE NAMES OF ALL EXECUTIVE OFFICERS, PRINCIPAL SHAREHOLDERS, PARTNERS, MEMBERS, AND / OR DIRECTORS, WHO OWN (10% OR MORE), CONTROL, OR HAVE THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF THIS DEALERSHIP. *Please note: This information is needed to comply with Santander Consumer USA AML Policies.*

### Dealer Information:

\_\_\_\_\_  
Dealer Name

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
Primary Contact Number

\_\_\_\_\_  
Other Phone

### Person #1:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
DOB

### Person #2:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
DOB

### Person #3:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
DOB

### Person #4:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
DOB

### Person #5:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
DOB

### Person #6:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State & Zip

\_\_\_\_\_  
DOB





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## DBA IDENTIFICATION FORM

LIST ALL DBAs TO WHICH THIS AGREEMENT APPLIES. Continue on an additional sheet if necessary.

**DbA #1:**

\_\_\_\_\_

Physical Address

City, State & Zip

Primary Financial Contact

Finance Phone

Finance Fax

Accounting Contact

Accounting Phone

Accounting Fax

Check Mailing Address

City, State & Zip

Federal Tax I.D. Number

**DbA #3:**

\_\_\_\_\_

Physical Address

City, State & Zip

Primary Financial Contact

Finance Phone

Finance Fax

Accounting Contact

Accounting Phone

Accounting Fax

Check Mailing Address

City, State & Zip

Federal Tax I.D. Number

**DbA #2:**

\_\_\_\_\_

Physical Address

City, State & Zip

Primary Financial Contact

Finance Phone

Finance Fax

Accounting Contact

Accounting Phone

Accounting Fax

Check Mailing Address

City, State & Zip

Federal Tax I.D. Number

**DbA #4:**

\_\_\_\_\_

Physical Address

City, State & Zip

Primary Financial Contact

Finance Phone

Finance Fax

Accounting Contact

Accounting Phone

Accounting Fax

Check Mailing Address

City, State & Zip

Federal Tax I.D. Number





# RoadLoans<sup>®</sup> Program TERMS AND CONDITIONS

These Terms and Conditions (the "Terms and Conditions") relate to that certain RoadLoans Program Dealer Agreement between Santander Consumer USA Inc. ("RoadLoans") and Dealer, dated as of the Effective Date of such Agreement and made pursuant to these RoadLoans Program Terms and Conditions as promulgated by RoadLoans and amended by RoadLoans from time to time in its sole discretion.

**1. DEFINITIONS.** As used herein:

- A. "Agreement" means that certain RoadLoans Program Dealer Agreement executed by and between RoadLoans and Dealer.
- B. "Borrower" means any customer of Dealer who purchases a Vehicle from Dealer pursuant to the RoadLoans Program.
- C. "Dealer" means that automobile dealership which executed the Agreement with RoadLoans.
- D. "RoadLoans" means Santander Consumer USA Inc. and its RoadLoans Program.
- E. "Loans" means the extension of credit by RoadLoans to a customer of Dealer to finance the purchase of a Vehicle from Dealer.
- F. "Loan Documents" collectively means those documents, including the Voucher, and such other forms and documents furnished by RoadLoans from time to time, in its sole discretion, to Dealer in order for RoadLoans to extend credit directly to customers of Dealer for the purchase of a Vehicle from Dealer.
- G. "Program Fee" means that fee charged by RoadLoans to Dealer in order to extend the Loan to Borrower for the Purchase of the Vehicle. It is understood that the Program Fee will be payable from Dealer to RoadLoans via RoadLoans' deduction of the Program Fee from the amount paid to Dealer pursuant to the Voucher.
- H. "Vehicle" means the new or used motor vehicle owned by Dealer and purchased by Borrower pursuant to the RoadLoans Program.
- I. "Voucher" means the RoadLoans Program voucher.
- J. Other capitalized terms not defined above shall be given the meanings ascribed to them herein.

**2. DOCUMENTATION**

- A. Forms. Dealer agrees to use Loan Documents exclusively for the financing of Vehicles purchased by Borrowers pursuant to the RoadLoans Program. Dealer shall be responsible for the preparation and execution of all such Loan Documents. Dealer will complete each Loan Document with due care and will indemnify RoadLoans in accordance with these Terms and Conditions from any harm caused by, or resulting from, Dealer's preparation of the Voucher and other Loan Documents, otherwise than in accordance with RoadLoans' procedures relating to the Loans and the RoadLoans Program, as provided in the Voucher package furnished to Dealer, including without limitation, the items in Section 2(B) below (collectively, "RoadLoans Program Procedures"). RoadLoans warrants that the most recent version of the blank, pre-printed Loan Documents furnished by RoadLoans to Borrower will comply with and contain such disclosures and notices as are required by applicable state and federal laws and regulations in effect at the time of the Loan by RoadLoans to a customer of Dealer to complete the initial purchase of Vehicle from Dealer.
- B. RoadLoans Program Procedures. Dealer agrees that with regard to each Vehicle sold under the RoadLoans Program:
  - i. The Vehicle cannot be (A) used for commercial purposes, (B) a former police unit, a cargo or conversion van, (C) a specialty or customized vehicle, (D) a motorcycle, (E) no longer in production, or (F) have a capacity greater than one ton.
  - ii. The Vehicle cannot have a salvage, lemon law, flood or frame damaged title.
  - iii. Dealer must confirm that the name(s) on all Loan Documents match the Borrower(s) name as listed on the Voucher.
  - iv. Dealer must mail the following required documents to RoadLoans at one of the following addresses: (1) Overnight – Santander Consumer USA, ECP Program Dept 2039, 284 State Route 72 N., Reesville, OH 45166; (2) Regular Mail– Santander Consumer USA Suite 2039, 3268 State Route 73 S, Building 12, Wilmington, OH 45177.
    - (1) Executed Voucher
    - (2) Buyers Order, Bill of Sale or Purchase Order that matches the amount listed on the Voucher.
    - (3) Copy of the Factory Invoice for new Vehicles or book-out sheet for used Vehicles listing all options.
    - (4) Copy of Odometer Statement.
    - (5) Application for Title showing "Santander Consumer USA Inc." listed as lien holder.
    - (6) Copy of any APS (defined below).
    - (7) The original Note and Security Agreement signed by Borrower.
  - v. Dealer must file the Application for Title and any other paperwork needed to perfect RoadLoans' first lien security interest in the Vehicle with the appropriate government agencies in the State in which Borrower resides.

**3. CREDIT ACCESS AND FAIR LENDING.**

Both parties pledge to utilize their best efforts to ensure that access to credit is equally available to all members of the community in the markets they serve. Both parties are aware of and acknowledge their respective obligations under all applicable fair lending and anti-discrimination laws and regulations and both parties acknowledge their commitment to fair lending practices in the fulfillment of their respective obligations under the Agreement and these Terms and Conditions. The parties further agree to not only commit to meeting their legal responsibilities under applicable law, but also to compliance with the spirit and



goals of those laws in striving to make credit available and readily accessible to all members of the community regardless of their race, sex, ethnicity, family composition, age, disability or geographic location.

**4. ADDITIONAL PRODUCTS AND SERVICES**

- A. Defined.** "Additional Products and Services," or "APS," shall mean service contracts, mechanical breakdown contracts, GAP contracts, credit life and credit accident and health insurance. In addition, the term shall include other products and services acceptable to and approved in writing by RoadLoans from time to time.
- B. Acceptability of APS.** As may be limited by applicable law, RoadLoans may make a Loan regarding a Vehicle purchase which includes an APS that has been sold by Dealer provided that RoadLoans has approved the form, administrator and underwriter of the APS.
- C. Cancellation of APS.** If APS has been sold by the Dealer and financed by RoadLoans, Dealer agrees that such APS shall be cancelable upon demand by the Borrower. Upon such cancellation, Dealer shall immediately notify RoadLoans that the APS has been cancelled by the Borrower. Dealer further agrees that any such APS may be cancelable by RoadLoans or by operation of law. Upon cancellation, the Borrower shall be entitled to a refund of the unearned portion of the cash price of the APS as provided in the APS Contract or as may otherwise be required by law, whichever is greater. As between RoadLoans and Dealer, Dealer agrees to pay to Borrower or to RoadLoans, as appropriate, any refund due to Borrower under the terms of an APS Contract but not paid to Borrower within 15 days of cancellation. Dealer's liability under this Section shall be limited to the amount Dealer collected and retained or otherwise received, directly or indirectly, in connection with the sale of the APS which is determined by the foregoing standards to be subject to refund. Dealer shall remit its portion of the refund and any portion of Borrower's refund received by Dealer to RoadLoans, Borrower, or to a third party, if required by law, within 15 days of cancellation and as directed by RoadLoans. Such refund may, if so provided in the related Loan Documents, be subject to a security interest of RoadLoans therein.

**5. BOOKS, RECORDS AND FINANCIAL STATEMENTS**

Dealer shall maintain complete and accurate records concerning all Loans made by RoadLoans hereunder and each underlying Vehicle, and all other transactions affecting the Vehicle. RoadLoans may, at any time upon reasonable notice, inspect Dealer's records or require Dealer to provide information, documentation, and the like to RoadLoans. Dealer hereby agrees to cooperate with all such requests made by RoadLoans for information, documentation, and the like that RoadLoans in its sole discretion determines is necessary in conjunction with any investigation by any federal, state, or local government agency, Better Business Bureau, or similar organization, or in conjunction with any investigation preparatory or subsequent to any litigation or administrative proceeding to which RoadLoans is or may be a party, without regard to whether Dealer is or may become a party and without regard to whether Dealer may or may not ultimately bear any liability in such litigation or administrative proceeding.

**6. POWER OF ATTORNEY**

Dealer authorizes RoadLoans to sign and endorse Dealer's name upon any checks, drafts, money orders or other forms of payment that may come into RoadLoans' possession as payment of or on account of any Loan. Dealer authorizes RoadLoans to sign and endorse its name to any assignment of any instrument necessary to carry out the intent of the Agreement. Dealer grants RoadLoans specific agency authority to execute Dealer's name on behalf of Dealer to any Loan Document submitted by Dealer to RoadLoans which such Loan would otherwise fail for the lack of Dealer's signature. This Power of Attorney and grant of specific agency authority shall be irrevocable and shall remain in effect for so long as there are Loans outstanding that have been made by RoadLoans pursuant to the Agreement.

**7. INDEPENDENT CONTRACTOR**

It is understood and agreed that at all time when acting under and pursuant to the Agreement, Dealer is and will be deemed to be an independent contractor and not the agent of RoadLoans except as the limited agent for the completion of the Loan Documents. The parties expressly disclaim any intention to create a partnership or joint venture by the Agreement. Dealer agrees that it will not represent directly or indirectly to any person that it has the ability to approve credit on behalf of RoadLoans for such person or any other person, and will not, without the express prior written approval of RoadLoans, advertise by any means or method whatsoever or otherwise indicate that credit from RoadLoans is obtainable by or through Dealer. Nothing contained herein will be construed as requiring Dealer to offer only Loans through the RoadLoans Program.

**8. REPRESENTATIONS, WARRANTIES AND COVENANTS**

Dealer hereby affirms the truth and accuracy of each of the representations, warranties and covenants enumerated below. Dealer represents, warrants, and covenants that:

- A.** As of the date of the Agreement and as of the date RoadLoans makes a Loan to a customer of Dealer, Dealer represents and warrants that the making and performance of the Agreement pursuant to these Terms and Conditions are and will continue to be within its powers, have been duly authorized and do not and will not contravene any applicable statute, rule of law or judicial decree or administrative order or any provision of any document defining the powers and governing the activities of Dealer, or of any agreement to which Dealer is a party or by which it is bound.
- B.** Each purchase of a Vehicle funded by a Loan will constitute a valid, genuine, and binding payment obligation of the Borrower for the amount set forth on the Buyer's Order submitted to RoadLoans.
- C.** The Buyer's Order submitted to RoadLoans for each Vehicle accurately reflects the items purchased and the terms and conditions of such purchase and Dealer has not misrepresented the description or any of the terms and conditions of such purchase.
- D.** Each purchase of a Vehicle funded by a Loan will arise out of the sale of vehicles which Dealer owned at the time of such sale free of any security interest and had legal right to sell, free and clear of all claims, counterclaims, offsets, defenses, and charges, except floor plan obligations, which Dealer will promptly satisfy upon said sale.
- E.** The Note and Security Agreement and Voucher will be signed by a bona fide Borrower who, to the best of Dealer's knowledge, had legal capacity (i.e., was at least 18 year of age, was not under the influence of alcohol or drugs, and was otherwise of sound mind to enter into a contract) to enter into such agreements, verified by all appropriate identification and authorization inquiries.



- F. Dealer will take all steps necessary, in accordance with the RoadLoans Program Procedures, to perfect the security interest in the Vehicle evidenced by the Loan. The perfection of RoadLoans' security interest will be the responsibility of the Dealer without regard to fault, including but not limited to, any third party other than RoadLoans.
- G. Dealer will be responsible for the remittance of sales, use and other state taxes and fees due to the appropriate state or local agency as a result of each purchase of a Vehicle by a Borrower funded by a Loan.
- H. There are no claims or defenses that Borrower may raise with respect to the Loan. In the event a dispute arises between Borrower and RoadLoans or Dealer regarding the Vehicle, its performance, or regarding any representations Borrower claims were made by Dealer during the sale of the Vehicle, RoadLoans and Dealer agree that any such dispute will constitute a "claim or defense" with respect to such Loan, whether meritorious or not. Dealer further agrees to assist RoadLoans in resolving any disputes with the Borrower.
- I. The Loan Documents were completely filled-in when signed by each Borrower, cosigner or guarantor and each such person received a completed copy of the Voucher and Note and Security Agreement together with all other applicable Loan Documents.
- J. Dealer will not accept Loan payments from any Borrower, but will direct that all payments be made directly to RoadLoans. Notwithstanding the previous sentence, any funds received from Borrower by Dealer in connection with the Loan and all records or documents with respect to the Loan prepared by or which come into the possession of the Dealer on or after the date of the Loans will be received and held by the Dealer in trust for the benefit of RoadLoans and will promptly be paid or delivered to RoadLoans.
- K. No portion of the amount of the Loan shown on the completed Voucher was given by the Dealer to the Borrower in the form of cash or check.
- L. **ANTI-MONEY LAUNDERING AND SUSPICIOUS ACTIVITY.** Dealer acknowledges and understands that RoadLoans is obligated to comply with the provisions of the USA PATRIOT ACT of 2001 (the "Patriot Act"), which includes but is not limited to the requirements of filing Suspicious Activity Reports and establishing a Customer Identification Program. Dealer agrees to cooperate with RoadLoans in this regard and shall provide appropriate notices to applicants as required under the Patriot Act and shall make available and provide information reasonably requested by RoadLoans so as to comply with the Patriot Act. Additionally, Dealer agrees to use its best efforts to detect and prevent money laundering and financing of terrorism schemes and to report suspicious activity to RoadLoans and the appropriate agencies, which activities may include detected or attempted fraud and identity theft.
- 9. DEALER LIABILITY**
- A. **Repurchase.** If a Dealer representation, warranty or covenant made herein, or made regarding the sale of a Vehicle to a Borrower financed by RoadLoans is breached, or is untrue, or if Dealer fails to perform any of its obligations to RoadLoans hereunder or otherwise, then Dealer shall pay RoadLoans immediately upon receipt of RoadLoans' demand, one or more of the following amounts at the sole election of RoadLoans: (1) the current payoff, as determined by RoadLoans, of the Loan regarding such Vehicle purchase; (2) all losses and expenses incurred by RoadLoans as a result of such breach, or untruth, or failure to perform, including attorneys' fees; and (3) out-of-pocket expenses paid or incurred by RoadLoans in connection with the collection of any amount due under any such Loan, including attorneys' fees and costs of litigation, whether by or against RoadLoans, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. If Dealer fails to repurchase any Contract as required by this Section 9, RoadLoans may, at its option; (i) allow the Loan to pay to maturity; or (ii) upon 10 days' written notice to Dealer, sell such Loan at public or private sale. In either event, RoadLoans may apply the proceeds after deducting expenses and reasonable attorneys' fees, to the payment of Dealer's obligations hereunder, and Dealer shall be responsible for any deficiency. RoadLoans will make every reasonable attempt to recover the Vehicle securing the Loan and deliver the Vehicle to Dealer.
- B. **Transfer of Vehicle Lien Interest.** Upon Dealer's payment of the amount payable under to Section 9A, the lien interest against the Vehicle securing payment of the Loan may be assigned and/or endorsed by RoadLoans to Dealer without recourse and without warranties of any kind. Dealer authorizes RoadLoans to prepare and to execute, for and on behalf of Dealer and in its name, any instrument that in RoadLoans' judgment is needed to affect such transfer.
- C. **Failure to Pay.** If Dealer fails to pay any amount(s) required by Section 9A, RoadLoans may, in mitigation of its damages, repossess the Vehicle securing the Loan as may be allowed by applicable law, in which event Dealer will pay RoadLoans, in cash upon demand, in addition to any other sums provided for herein, all costs of repossession, including court costs and attorneys' fees, and all costs of reconditioning, storing and reselling the Vehicle.
- D. **Rights of RoadLoans Upon Breach.** If Dealer breaches the Agreement in any respect, or any other agreement with RoadLoans relating to a Loan, RoadLoans shall have, in addition to all remedies provided in the Agreement and at law, the right to immediately terminate the Agreement, and deem null and void any approvals issued for any Loans for which RoadLoans has not paid the Voucher price to Dealer. RoadLoans shall have no obligation to fund a Loan financing a Vehicle purchase subject to an approval which is deemed null and void pursuant to this Section 9D.
- E. **Dealer Indemnity.** Dealer shall indemnify, defend and hold RoadLoans, its employees, officers, directors, agents and assigns harmless from any claims, losses, damages, liabilities and expenses, including attorneys' fees and costs of litigation which relate to Dealer's sale of a Vehicle to a Borrower or to a Loan made by RoadLoans to a Borrower and which arise from Dealer's breach or default under the Agreement, Dealer's conduct, the failure of the transaction to comply with Dealer's representations and warranties in Section 8, or result from any act or omission on the part of Dealer.
- 10. SETOFFS**  
RoadLoans may deduct from any obligation or funds due Dealer any amount Dealer owes RoadLoans. Any monies, Contracts or any property of any nature or description that may come into the possession of RoadLoans may be held by RoadLoans and applied, at any time, to offset any amounts owing to RoadLoans.
- 11. ADVERTISING**  
Dealer agrees not to identify RoadLoans in any advertising placed in any medium (including signs on Dealer's premises) without prior written approval from RoadLoans.



**12. EXTENSION OR VARIATION OF CONTRACT**

Dealer's liability hereunder shall not be affected by any settlement, extension, forbearance or variation in terms which RoadLoans may grant in connection with any Loan or by the discharge or release of the obligation of a Borrower or any other person thereunder by operation of law or otherwise.

**13. COLLECTION OF LOANS**

RoadLoans shall have the sole right to collect all payments due on all Loans and Dealer shall not solicit or make any collections or repossessions with respect to any Loans made by RoadLoans, nor accept the return of, nor make any substitution of, any of the Vehicles purchased pursuant to such Loans. Dealer shall hold in trust and promptly forward to RoadLoans all communications and remittances received in reference to any such Loans.

**14. WAIVER**

Dealer hereby waives any failure or delay on RoadLoans' part in asserting or enforcing any right RoadLoans may have at any time hereunder. Dealer hereby expressly waives notice of acceptance of this Agreement, notices of non-payment and non-performance, notices of amount of indebtedness outstanding at any time, protests, demands and prosecution of collection, foreclosures and possessory remedies all as may be permitted by applicable law.

**15. NOTICES**

Except as expressly permitted in the Agreement, all notices required or permitted to be given thereunder shall be in writing and shall be effective upon personal delivery or deposit in the U.S. mail, postage prepaid and properly addressed. Each party shall promptly provide the other with notice of any change in address.

**16. BINDING AGREEMENT; NO ASSIGNMENT**

The Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns, provided, however, that Dealer shall not assign the Agreement or any rights thereunder by operation of law or otherwise without RoadLoans' prior written consent.

**17. CREDIT INVESTIGATION**

Dealer authorizes RoadLoans to investigate Dealer's creditworthiness and credit capacity as may in RoadLoans' discretion be necessary from time to time.

**18. AMENDMENTS**

The Agreement shall be amended either by a separate writing which is dated and executed by both RoadLoans and Dealer, or by a separate writing forwarded to and received by Dealer from RoadLoans. In addition, these Terms and Conditions may be maintained on RoadLoans' Internet web site, in which case they may be amended by notice from RoadLoans to Dealer of a modification in the Terms and Conditions as maintained on the web site, in which case the amendments contained on the web site shall be deemed accepted without qualification by Dealer upon Dealer's first Vehicle sale to a Borrower funded by RoadLoans pursuant to the RoadLoans Program following Dealer's receipt of such notice.

**19. REMEDIES**

RoadLoans' rights hereunder are cumulative and not exclusive. Any rights available to RoadLoans pursuant to the Uniform Commercial Code or any other remedy at law or equity may be exercised by RoadLoans and any failure by RoadLoans to exercise its rights hereunder shall not operate as a waiver of such rights. In no event will RoadLoans ever be liable for incidental or consequential damages under the Agreement.

**20. ENTIRE AGREEMENT; RULES OF CONSTRUCTION, APPLICABLE LAW**

The Agreement along with these Terms and Conditions is the entire Agreement between RoadLoans and Dealer regarding the RoadLoans Program as defined herein. Section headings are included in the Agreement and these Terms and Conditions for reference only and do not affect the interpretation of either. In the Agreement, the singular shall include the plural and the plural shall include the singular, unless the context requires otherwise. "Including," shall mean, "including, without limitation." The Agreement shall be interpreted pursuant to the laws of the State of Texas. Should any part of this Agreement be determined to be unenforceable by a court, such enforceability shall not affect the rest of this Agreement.

**21. REPRESENTATIONS OF ROADLOANS**

All business practices, acts, and operations of RoadLoans, including the sale and financing of insurance or other coverages, the financing of automobile, and all Contracts and disclosures, are in compliance with all applicable federal, state and local laws, regulations and ordinances, including the Fair Credit Reporting Act, the Equal Credit Opportunity Act and Regulation B, the Truth-in-Lending Act and Regulation Z, and FTC rules and regulations.

**22. INDEMNITY BY ROADLOANS**

RoadLoans shall indemnify, defend, and hold Dealer harmless from any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys fees, asserted by any Borrower arising out of any act, failure to act, or service provided by RoadLoans, its employees, agents, or representatives, and RoadLoans will be responsible for any losses incurred by Dealer as a result thereof.

**23. ATTORNEYS FEES**

In the event of any dispute between Dealer and RoadLoans arising out of the Agreement, the prevailing party will be entitled to recover its reasonable and necessary attorneys' fees and court costs.

**[END OF TERMS AND CONDITIONS]**



**RETAIL INSTALLMENT CONTRACT - ACH PAYMENT REQUEST**

***Automatic Check Payments – Fast, Reliable, Safe and FREE***

- No time spent waiting on checks to be delivered by the USPS or the cost of having your check sent overnight mail to your address
- Timely delivery of your funds
- Automatic payments are extremely accurate, and all account information is kept confidential

**To sign up for ACH payment, complete and sign this authorization form and return it by fax.**

Receipt of the complete and accurate request form will ensure ACH set-up and implementation will occur within one week.

By Execution hereof the undersigned company (“Company”) hereby elects to receive ACH Payment from Santander Consumer USA Inc., formerly known as Drive Financial Services (“Drive”), d/b/a Santander Auto Finance. Company hereby represents and warrants that Company’s execution and delivery of this authorization have been duly authorized, and that the person executing this authorization on behalf of Company is fully authorized to execute it. Santander Consumer USA Inc. reserves the right to amend this program at any time.

(If applicable)

**Company Name:** \_\_\_\_\_ **Dealer ID#:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

(If applicable)

**Contact Name:** \_\_\_\_\_ **Drive ASM:** \_\_\_\_\_

**Contact E-mail:** \_\_\_\_\_ **Contact Phone:** \_\_\_\_\_

**BANK INFORMATION**      The following information is required to process your application. **Please confirm with your bank that the ABA Routing Number you provide is ACH compatible. Failure to do so may result in a delay in processing your application and/or timely delivery of your funds.**

**Beneficiary Account Information *\*required***

**Beneficiary Bank Information *\*required***

\_\_\_\_\_  
\*Account Name

\_\_\_\_\_  
\*Bank Name

\_\_\_\_\_  
\*ABA Routing Number

\_\_\_\_\_  
\*Bank Contact Name and Phone

\_\_\_\_\_  
\*Account Number

\_\_\_\_\_  
\*Bank Address

Drive may cancel this authorization at any time by providing Company written notice. Such cancellation will be effective five (5) business days after receipt of such notice.

Please complete this entire form and fax to:

Santander Consumer USA Inc.  
Attn: Treasury ACH  
Fax: 214-615-3971

**DEALERSHIP AUTHORIZATION**

\_\_\_\_\_  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_