

NEW DEALER INFORMATION

Complete ALL fields and fax to: Attention - Dealer Maintenance (855) 541-7725 • ALL fields required. Incomplete or incorrect forms will be discarded.

Corporate Name: _____

Please check one: Corporation LLC Sole Proprietorship Limited Partnership

Corporate Headquarters Street Address: _____ City: _____ State: _____ Zip: _____

Corporate Phone: _____

DBA/Trade Name(s): _____

Dealership's Street Address: _____ City: _____ State: _____ Zip: _____

Dealer Tax ID# (Must be 9 digits): _____

Franchise (ex: Chevrolet, Chrysler, Ford): _____

Dealership sells: New Only Used Only New and Used

National Account Name (if applicable): _____

Please provide your Dealertrack and/or RouteOne ID

Dealertrack ID

RouteOne ID

Need setup

Need setup

Finance Contact Name: _____ Email: _____

Phone Number: _____ Fax: _____

Accounting Contact Name: _____ Email: _____

Phone Number: _____ Fax: _____

Payment Preference: ACH Check

Mail Funding Check: _____ City: _____ State: _____ Zip: _____

FOR INTERNAL USE ONLY

Vendor ID _____ ASM _____ NAM _____ Buyer _____

Santander Consumer USA Inc. (SC)

Non-Recourse Master Dealer Agreement

This Non-Recourse Master Dealer Agreement is between Santander Consumer USA Inc., an Illinois corporation, also doing business as RoadLoans® (individually or collectively herein referred to as either "RoadLoans" or "SC") and the undersigned Dealership ("Dealer") entered into as of the Effective date, as such term is defined below.

1. DEFINITIONS

- A. Additional Products and Services or APS:** means vehicle 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 SC from time to time.
- B. Agreement:** means this Non-Recourse Master Dealer Agreement as amended from time to time in accordance with Section 23 and any Addendums, Exhibits or Schedules attached hereto.
- C. Borrower:** means any customer of Dealer who purchases a Vehicle from Dealer pursuant to the RoadLoans Program.
- D. Borrower Referral Notification:** means a notification from SC to Dealer that an individual applied for financing through the RoadLoans Program.
- E. Buyer:** means any person, including any co-Buyer or guarantor(s), entering into a Contract with Dealer for the purchase of a Vehicle.
- F. Capitalized Terms:** used herein, unless otherwise defined in this Section 1, shall have the same meanings ascribed to them herein.
- G. Contract:** means a retail installment sale Contract, conditional sale Contract, or other document providing for the payment by Buyer to Dealer of funds in connection with a retail credit sale of a new or used motor vehicle owned by Dealer to Buyer.
- H. Effective Date:** means the date this Agreement is signed by Dealer and then countersigned by SC.
- I. Loans:** mean the extension of credit by RoadLoans to Borrower in connection with the RoadLoans Program.
- J. Loan Documents:** collectively means those documents, including the Voucher, and such other forms and documents furnished by SC from time to time, in its sole discretion, to Dealer in order for SC to make a Loan directly to Borrowers in connection with the RoadLoans Program.
- K. Program Fee:** means the fee charged by SC to Dealer in order to make a Loan in connection with the RoadLoans Program. It is understood that the Program Fee will be payable from Dealer to SC via SC's deduction of the Program Fee from the amount paid to Dealer pursuant to the Voucher in connection with 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 SC's sole discretion.
- L. RoadLoans Program:** means SC's program for Loans to Borrowers as more specifically described on Addendum A attached hereto.
- M. SC APS:** means APS offered or marketed by SC from time to time, whether administered, marketed, sold, warranted or underwritten by SC directly or by a third party (an "APS Vendor").
- N. Terms & Conditions:** means the most current Terms and Conditions found on the SC and/or RoadLoans® Internet website or otherwise promulgated by SC and/or RoadLoans and made available to Dealer.
- O. Vehicle:** means the new or used motor vehicle owned by Dealer that is (i) the subject of a Contract or (ii) purchased by Borrower from Dealer pursuant to the RoadLoans Program.
- P. Voucher:** means the RoadLoans Program Voucher.

2. SALE AND PURCHASE OF CONTRACTS; DOWN PAYMENTS FOR CONTRACTS

- A. Contract Documentation and Sale.** If Dealer wishes SC to purchase a Contract hereunder, Dealer shall furnish SC with (i) the transaction's proposed terms, (ii) any credit information Dealer has regarding Buyer, and (iii) such other information as SC shall request. Upon receipt of all required documentation, SC shall decide in its sole discretion whether it will purchase a Contract. SC shall give Dealer an approval number for each approved transaction. Upon receipt of such approval number, Dealer shall procure all documents requested by SC, including evidence of physical damage insurance covering the Vehicle as required by SC. Upon receipt by Dealer of the documents requested by SC, each properly executed by Buyer and approved by Dealer, Dealer shall execute those documents required to be executed by the seller and shall thereafter deliver the Vehicle to Buyer. Following such execution of the Contract and subsequent delivery of the Vehicle, Dealer shall promptly forward to SC the Contract and other documents required by SC after which SC may purchase the Contract in accordance with Section 2B. Dealer is not obligated to sell to SC any Contract, notwithstanding SC's approval of such Contract for purchase.
- B. Purchase Price and Payment.** When SC approves a Contract for purchase, it shall pay to Dealer such price as SC shall from time to time establish for the purchase of Contracts, so long as Dealer provides to SC documents required by, and in a form satisfactory to SC within 30 days of SC's issuance of any approval number for the transaction. Nothing in this Agreement shall be construed to obligate Dealer to sell Contracts to SC or to obligate SC to purchase Contracts from Dealer.
- C. Down Payments.** Dealer shall collect all amounts due from the Buyer in full as a down payment pursuant to a Contract purchased by SC hereunder in the form of check, cash, or certified funds prior to SC's purchase of the Contract. It is expressly acknowledged, understood, and agreed by Dealer and SC that a credit card, check drawn on a credit card account, or any other credit transaction is not a valid form of down payment hereunder. If Dealer fails to collect the down payment in full in accordance with this Agreement prior to SC's purchase of the Contract, the Contract shall be subject to immediate Repurchase as defined below at any time during the life of the Contract upon verification by SC of Dealers' failure to collect the down payment in full. The assignment of a Contract hereunder shall not be deemed to have been completed until such time as Buyer's financial institution account has been finally debited for any check or checks provided to Dealer by Buyer as a down payment in connection with such Contract. If Dealer accepts a check as a down payment for a Contract and the check is returned for insufficient funds upon presentment for payment to the entity on which the check is drawn, the Contract shall be subject to immediate repurchase as defined herein. Dealer shall immediately notify SC in writing if any down payment check for a Contract is returned for insufficient funds upon its presentment to the entity on which the check is drawn.

- 3. PERFECTION OF SECURITY INTEREST.** For each Contract purchased by SC, Dealer shall, within thirty (30) calendar days of the date of the Contract or within a lesser time period if required by applicable law, file and record all documents necessary to properly perfect the valid and enforceable first priority security interest of SC in the Vehicle and shall send SC all security interest filing receipts. Dealer shall complete the forms and documents required by applicable law to properly perfect a valid and enforceable first priority security interest in favor of SC and send SC evidence that SC's security interest is noted on the certificate of title or registration, or evidence that SC otherwise has a properly perfected, valid and enforceable first priority security interest in the Vehicle according to applicable law. It is expressly acknowledged, understood, and agreed by Dealer and SC that Dealer is ultimately responsible for the lien perfection required hereunder without regard to where the Vehicle will be registered and without regard to whether the Customer has the ability to perfect the lien him or herself. A Contract shall be subject to immediate Repurchase as defined below and shall remain subject to Repurchase as defined below for the life of the Contract if Dealership fails to (1) file and record, within thirty (30) calendar days of the date of the Contract or within a lesser time period if required by applicable law, all documents required to properly perfect the valid and enforceable first priority security interest of SC in the Vehicle; (2) send SC the filing receipts reflecting said perfection; and/or if (3) Dealer fails to complete the required forms and documents required by applicable law to properly perfect a valid and enforceable first priority security interest in favor of SC and send SC evidence that (a) SC's security interest is noted on the certificate of title or registration, or (b) SC otherwise has a properly perfected valid and enforceable first priority security interest in the Vehicle according to applicable law.

4. AVAILABILITY AND SALE OF APS.

A. Availability of SC APS. SC shall make available to Dealer, at SC's sole discretion, such SC APS as then-currently marketed or offered by SC. Dealer shall use commercially reasonable efforts to market and sell any SC APS to all of its Buyers or Borrowers, as applicable.

B. Acceptability of APS.

- i. As may be limited by applicable law, SC will purchase a Contract containing an APS or SC APS that has been sold and financed by Dealer provided that SC has approved the form, administrator and underwriter of the APS.
- ii. As may be limited by applicable law, SC may make Loans regarding a Vehicle purchase in connection with the RoadLoans Program which includes an APS that has been sold by Dealer provided that SC has approved the form, administrator and underwriter of the APS.

C. Cancellation of APS. If APS or SC APS have been sold by the Dealer and financed in a Contract purchased by SC or a Loan, as applicable, Dealer agrees that such APS or SC APS shall be cancelable upon demand by Buyer or Borrower, as applicable. Upon such cancellation, Dealer shall immediately notify SC that the APS or SC APS has been cancelled by the Buyer. Dealer further agrees that any such APS or SC APS may be cancelable by SC or by operation of law. Upon cancellation, Buyer or Borrower shall be entitled to a refund of the unearned portion of the cash price of the APS or SC APS as provided in the APS or SC APS Contract or as may otherwise be required by law, whichever is greater. As between SC and Dealer, Dealer agrees to pay to Buyer or Borrower, as applicable, or to SC, as appropriate, any refund due to Buyer or Borrower under the terms of an APS or SC APS Contract but not paid to Buyer or 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 or SC 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 Buyer's or Borrower's refund received by Dealer to SC, Buyer, Borrower or to a third party, if required by law, within 15 days of cancellation and as directed by SC. Such refund may, if so provided in the related Contract, be subject to a security interest of SC therein.

5. BOOKS, RECORDS AND FINANCIAL STATEMENTS. Dealer shall maintain complete and accurate records concerning the sale to SC of each Contract and underlying Vehicle, all Loans made by SC in accordance with the RoadLoans Program and each underlying Vehicle, and all other transactions affecting the Vehicle, as applicable. SC may, at any time upon reasonable notice, inspect Dealer's records or require Dealer to provide information, documentation, and the like to SC. Dealer hereby agrees to cooperate with all such requests made by SC for information, documentation, and the like that SC 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 SC is 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. PAYMENTS FROM BUYER. Should any payment be made to Dealer under a Contract sold to SC, Dealer shall receive such payment in trust and shall remit it to SC immediately in the form received for credit to such Contract.

7. POWER OF ATTORNEY. Dealer authorizes SC to sign and endorse Dealer's name upon any checks, drafts, money orders or other forms of payment that may come into SC's possession as payment of or on account of any Contract or on account of any Loan, as applicable. Dealer authorizes SC to sign its name to any assignment of any Contract to SC and to sign and endorse Dealer's name on any other instrument necessary to carry out the intent of this Agreement. Dealer grants SC specific agency authority to execute Dealer's name on behalf of Dealer to: (i) any Contract submitted by Dealer to SC for purchase which such Contract would otherwise fail for the lack of Dealer's signature or (ii) any Loan Document submitted by Dealer to SC 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 Contracts outstanding that have been purchased pursuant to this Agreement or Loans outstanding made in accordance with the RoadLoans Program, as applicable.

8. DEALER'S REPRESENTATIONS AND WARRANTIES. So long as this Agreement is in effect, Dealer represents, warrants and agrees that:

- A.** If it is a limited liability company (LLC) or a corporation, it is and will remain in good standing in the state of its organization or incorporation, as applicable, and if such state is other than where any of Dealer's place of business is located, Dealer is and will remain qualified as a foreign organization or corporation, as applicable, in good standing in such state. Dealer has obtained the necessary approval from the company's members/managers or the necessary resolution of its Board of Directors, as applicable, and all other consents or approvals to enter into and execute the terms of this Agreement.
- B.** It is properly licensed to finance and sell motor vehicles and/or any APS or SC APS and to perform all acts contemplated hereby in the state(s) where it conducts its business.
- C.** If Dealer conducts business under a fictitious or registered trade name, LLC, or as a partnership, it is and will remain in good standing in the state of its formation, it has obtained all required authorizations of its members and/or managers and/or partners, and it will remain in compliance with all applicable laws relating to conducting business under a fictitious trade name, LLC or as a partnership.
- D.** All business practices, acts and operations of Dealer (including the sale and financing of insurance or other coverages, the sale and financing of automobiles and APS or SC APS, and all Contracts and disclosures) are in compliance with all applicable federal, state and local laws, regulations and ordinances, included but not limited to, 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.
- E.** The amounts charged any Buyer(s) or Borrower(s) for any APS or SC APS sold and financed in connection with a Contract or Loans, as applicable, shall not exceed the amounts permitted by applicable law, nor shall the charge for these or any other products or services sold and financed in connection with a Contract or Loan, as applicable, exceed the amount that Dealer charges for these, or such other products or services in a cash transaction similar to the transaction evidenced by the Contract or Loan, as applicable.
- F.** Immediately prior to the transfer, sale and/or assignment herein contemplated, the Dealer held good, marketable and indefeasible title to each Contract free and clear of all liens, setoffs charges, and claims. Upon transfer of a Contract, SC shall hold good, marketable and indefeasible title to each Contract free and clear of all liens, setoffs, charges and claims.
- G.** The Contract and each guaranty and/or additional collateral agreement in connection therewith is a valid, legal, binding obligation entered into by a bona fide and competent person, and is legally enforceable by SC as assignee against each purported signatory thereof.
- H.** Any credit information supplied by Dealer or to the Buyer is true, complete and accurate to the best of the Dealer's knowledge.
- I.** Dealer has taken all action required by Section 2A and 3 herein and all actions under applicable law to properly perfect a valid and enforceable first priority security interest in each Vehicle in favor of SC, and shall guarantee a properly perfected valid and enforceable first priority security interest in each Vehicle in favor of SC.
- J.** The Vehicle and all options therein are accurately described in the Contract, the title to the vehicle does not indicate that it is a salvaged vehicle, that the odometer has been rolled back, that the vehicle has had significant flood or other damage or any other fact that would have a significant adverse effect upon the value of the vehicle; and such Vehicle was delivered by Dealer and accepted without condition or reservation by Buyer.
- K.** Dealer does not know of any fact that indicates the uncollectibility by SC of any Contract.

- L. Any check given to Dealer by a Buyer has been or will be honored by Buyer's financial institution upon presentation by Dealer and will not be returned to Dealer for any reason, including insufficient funds, closed account or incorrect or incomplete signatures. It is expressly acknowledged, understood, and agreed by Dealer and SC that any use by Dealer of a third-party check-guarantee service or similar service in connection with any check given to Dealer by a Buyer regarding a Contract shall subject such Contract to immediate Repurchase by Dealer as defined below, which such Contract shall remain subject to Repurchase as defined below for the life of the Contract.
 - M. 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 SC.
 - N. The Buyer's order submitted to SC for each Vehicle accurately reflects the items purchased, all options 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.
 - O. 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.
 - P. The note and security agreement and Voucher will be signed by a bona fide Borrower who, had legal capacity (i.e., was at least 18 years 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.
 - Q. Dealer will take all steps necessary, in accordance with the RoadLoans Program Procedures and applicable law, to properly perfect a valid enforceable first priority security interest in the Vehicle evidenced by the Loan, and shall guarantee a properly perfected valid and enforceable first priority security interest in each Vehicle in favor of SC. The perfection of SC's security interest will be the responsibility of the Dealer without regard to fault, including but limited to, any third party other than SC.
 - R. 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.
 - S. There are no claims or defenses that Borrower may raise with respect to the Loan. In the event a dispute arises between Borrower and SC or Dealer regarding the Vehicle, its performance, or regarding any representations Borrower claims were made by Dealer during the sale of the Vehicle, SC 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 SC in resolving any disputes with the Borrower.
 - T. 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. Additionally, the Loan and any additional documents required by applicable law were completely filled in when signed by each Borrower, cosigner and guarantor, and each such person received a completed copy of such Loan and additional documents.
 - U. Dealer will not accept Loan payments from any Borrower, but will direct that all payments be made directly to SC. 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 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 SC and will promptly be paid or delivered to SC.
 - V. 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.
 - W. If SC or RoadLoans charges Dealer (i) an acquisition or other fee for any Contract purchased by SC or RoadLoans or (ii) a Program Fee in connection with the RoadLoans Program, Dealer understands and agrees that such fees must not be passed through to the Buyer or Borrower.
- 9. ANTI-MONEY LAUNDERING AND SUSPICIOUS ACTIVITY.** Dealer acknowledges and understands that SC 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 SC 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 SC 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 SC and the appropriate agencies, which activities may include detected or attempted fraud and identity theft.
- 10. DEALER LIABILITY**
- A. Repurchase.** If a Dealer representation, warranty or covenant made herein, or made in the assignment of a Contract to SC or made in the sale of a Vehicle to a Borrower funded by a Loan, is breached, or is untrue, or if Dealer fails to perform any of its obligations to SC hereunder or otherwise, then Dealer shall pay SC immediately upon receipt of SC's demand, one or more of the following amounts at the sole election of SC: (1) the current payoff, as determined by SC, of the breached Contract purchased or the Loan regarding such Vehicle purchase; (2) all losses and expenses incurred by SC as a result of such breach, or untruth, or failure to perform, including attorneys' fees; and/or (3) out-of-pocket expenses paid or incurred by SC in connection with the collection of any amount due under any such Contract or Loan, including attorneys' fees and costs of litigation, whether by or against SC, and expenses with respect to repossessing, storing, repairing and selling the Vehicle. If Dealer fails to repurchase any Contract as required by this Section 10 or pay to SC any amount as required by this Section 10, SC may, at its option; (i) allow the Contracts or Loans to pay to maturity; or (ii) upon 10 days' written notice to Dealer, sell such Contracts purchased from Dealer or Loans at public or private sale. In either event, SC 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.
 - B. Transfer of Contract or Vehicle Lien Interest.** Upon Dealer's payment of the amount payable under Section 10A above, the (i) Contract may be assigned and/or endorsed by SC to Dealer without recourse and without warranties of any kind and sent to Dealer or (ii) lien interest against the Vehicle securing payment of the Loan may be assigned and/or endorsed by SC to Dealer without recourse and without warranties of any kind. Dealer authorizes SC to prepare and to execute, for and on behalf of Dealer and in its name, any instrument that in SC's judgment is needed to affect such transfer.
 - C. Rights of SC Upon Breach.** If Dealer breaches this Agreement in any respect, or any other agreement with SC relating to a Contract or Loan, SC shall have, in addition to all remedies provided in this Agreement and at law, the right to immediately terminate this Agreement and deem null and void (i) any approvals issued for the purchase of Contracts for which SC has not paid the purchase price to Dealer or (ii) any approvals issued for any Loans for which SC has not paid the Voucher price to Dealer. SC shall have no obligation to (i) purchase from Dealer any Contracts subject to an approval which is deemed null and void pursuant to this Section 10C or (ii) fund a Loan financing a Vehicle purchase subject to an approval which is deemed null and void pursuant to this Section 10C. SC shall have no obligation to allow Dealer to sell, and Dealer shall have no right to sell, any APS or SC APS following such termination of this Agreement.
 - D. Failure to Repurchase or Pay.** If Dealer fails to repurchase a Contract, pay on a Loan or to pay any amounts as required by this Section 10, SC may, in mitigation of its damages, repossess the Vehicle securing the Contract or Loans, as applicable, as may be allowed by applicable law, in which event Dealer will pay SC, 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.
 - E. Recourse Obligations Regarding Rate Participation.** In the event that a Buyer (i) prepays in full their Contract, (ii) fails to meet the scheduled payment obligations defined in their Contract or (iii) seeks bankruptcy protection under any applicable federal or state bankruptcy, insolvency, or other similar law prior to SC's receipt of the third (3rd) full monthly installment payment due thereunder, whether or not such default predates the execution of this Agreement, SC shall notify Dealership of such default, whereupon Dealership shall, within five (5) days of receiving the notice from SC, elect at its sole discretion either of the following options and notify SC of its election in writing: return to SC the participation funds paid on said Contract with SC; or set-off which will allow SC to withhold the amount owed from the proceeds of Contracts during the funding process.

- 11. INDEMNITY BY DEALER.** Dealer shall indemnify, defend and hold SC, 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 (i) a Contract purchased by SC and arising from Dealer's breach or default under this Agreement, (ii) Dealer's sale of a Vehicle to a Buyer or Borrower or (iii) a Loan made by SC to a Borrower and which arise from Dealer's breach or default under this 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 and arising from Dealer's breach or default under this Agreement, Dealer's conduct, the failure of the transaction to comply with Dealer's representations and warranties and/or result from any act or omission on the part of Dealer.
- 12. SETOFFS.** SC may deduct from any obligation or funds due Dealer any amount Dealer owes SC. Any monies, Contracts, Loans or any property of any nature or description that may come into the possession of SC may be held by SC and applied, at any time, to offset any amounts owing to SC.
- 13. ADVERTISING.** Dealer agrees not to identify SC or RoadLoans in any advertising placed in any medium (including signs on Dealer's premises) without prior written approval from SC.
- 14. EXTENSION OR VARIATION OF CONTRACT.** Dealer's liability hereunder shall not be affected by any settlement, extension, forbearance or variation in terms which SC may grant in connection with (i) any Contract or by the discharge or release of the obligation of Buyer or any other person thereunder by operation of law or otherwise or (ii) any Loan or by discharge or release of the obligation of Borrower or any other person thereunder by operation of law or otherwise.
- 15. CONTRACT FORMS.** SC may furnish Dealer with fill-in-the-blank retail installment contract forms for transactions to be submitted to SC. However, Dealer may use any Contract form for which SC has given its prior approval. SC makes no representation or warranties of any kind, express or implied, relating to any form used to evidence a Contract.
- 16. COLLECTION ON CONTRACTS OR LOANS.** SC shall have the sole right to make collections on all Contracts or collect all payments due on all Loans and Dealer shall not solicit or make any collections or repossessions with respect to any Contract sold to SC or any Loans made by SC, as applicable, nor accept the return of, nor make any substitution of, any of the subject matter of such Contracts or Vehicle purchased pursuant to such Loans. Dealer shall hold in trust and promptly forward to SC all communications and remittances received in reference to said Contract or Loans, as applicable.
- 17. WAIVER.** Dealer hereby waives any failure or delay on SC's part in asserting or enforcing any right SC 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.
- 18. DEALER NOT AN AGENT.** This Agreement and any action pursuant hereto do not make Dealer the agent, affiliate or representative of SC for any purpose. Dealer is not granted any express or implied right to bind SC in any manner. It is understood and agreed that at all times when acting under and pursuant to this Agreement, Dealer is and will be deemed to be an independent contractor and not the agent of SC except as the limited agent for the completion of the Loan Documents in accordance with the RoadLoans Program. 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 SC in connection with the RoadLoans Program for such person or any other person, and will not, without the express prior written approval of SC, advertise by any means or method whatsoever or otherwise indicate that credit from SC is obtainable by or through Dealer in accordance with the RoadLoans Program. Nothing contained herein will be construed as requiring Dealer to offer only Loans through the RoadLoans Program.
- 19. TERM OF AGREEMENT.** This Agreement shall become effective upon its execution by Dealer and SC and shall continue in force until terminated by either party. SC may immediately terminate this Agreement as a result of Dealer's breach of this Agreement, including but not limited to any of Dealer's representations, warranties or covenants therein. This Agreement may be terminated for convenience at any time by either party by written notice to the other. The termination of this Agreement shall in no way affect the obligations of the parties on Contracts acquired by SC prior to the effective date of termination. Except that in so far as there may be an agreement provided for rate participation, such agreement will likewise be terminated. All obligations of the Dealer and SC under this Agreement will continue until all Loans are paid in full and all of Dealer's and SC's obligations under this Agreement are fully performed. Any provision of this Agreement which by their sense and context are meant to survive expiration or earlier termination of this Agreement shall so survive.
- 20. NOTICES.** Except as expressly permitted in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be effective upon personal delivery or deposit in the U.S. mail, postage prepaid and properly addressed as stated below. Each party shall promptly provide the other with notice of any change in address.
- 21. BINDING AGREEMENT AND NO ASSIGNMENT.** This 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 this Agreement or any rights hereunder by operation of law or otherwise without SC's prior written consent.
- 22. CREDIT INVESTIGATION.** Dealer authorizes SC to investigate Dealer's creditworthiness and credit capacity as may, in SC's discretion, be necessary from time to time.
- 23. AMENDMENTS.** This Agreement shall be amended either by a separate writing which is dated and executed by both SC and Dealer, or by a separate writing forwarded to and received by Dealer from SC, in which case the amendments contained therein shall be deemed accepted without qualification by Dealer upon (i) the issuance pursuant to Dealer's request of the first Contract approval number from SC following the Dealer's receipt of such writing or (ii) upon Dealer's first Vehicle sale to a Borrower funded by SC pursuant to the RoadLoans Program following Dealer's receipt of such notice. In addition, this Agreement may be maintained on SC's Internet website, in which case it may be amended by notice from SC to Dealer of a modification in the Agreement, as maintained on the website, in which case the amendments contained on the website shall be deemed accepted without qualification by Dealer upon the issuance pursuant to Dealer's request of the first Contract approval number from SC following the Dealer's receipt of such writing.
- 24. PRIVACY:** Pursuant to Title V of the Gramm-Leach-Bliley Act, Dealer and SC shall refrain from disclosing to any non-affiliated third party any information obtained from Dealer and SC regarding Buyers or Borrowers, as applicable. Notwithstanding the foregoing, under limited circumstances, designated and approved third parties will be permitted to release such information provided that any such release is necessary to deliver, administer, or enforce such services which such designated and approved third parties provide to SC and Dealer, and provided that any release of such information is made in strict compliance with Federal and state law. In addition, these designated and approved third parties also agree that they will not allow any such information to be used by any party other than by the officers, employees, and/or authorized agents of such designated and approved third parties, and then only as necessary to provide the services contemplated by the Agreement.

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

- 26. ENTIRE AGREEMENT, RULES OF CONSTRUCTION, APPLICABLE LAW.** This Agreement (together with all applicable Addendums, Amendments, Exhibits and Schedules which are attached hereto, incorporated herein by reference and shall be understood to be a part hereof as included in the body of this Agreement) is the sole and entire Agreement between SC and Dealer and supersedes all prior oral or written agreements regarding (i) the purchase by SC from Dealer of Contracts as defined above, (ii) SC's Loans to Borrowers in connection with the sale of Vehicles from Dealer and (iii) SC's notification to Dealer of Borrower Referral Notifications. It is expressly acknowledged, understood, and agreed by Dealer and SC that, should Dealer assign any particular Contract to SC pursuant to an assignment provision contained in such Contract itself, Dealer and SC hereby revoke the terms of any such assignment and intend that this Agreement shall control the assignment of such Contract by Dealer to SC. Section headings are included in this Agreement for reference only and do not affect the interpretation of this Agreement. In this 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." In the event any provision of this Agreement is deemed to be illegal, invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected, and this Agreement shall continue in full force and effect. This Agreement shall be interpreted pursuant to the laws of the State of Texas.

- 27. REPRESENTATIONS OF SC.** All business practices, acts, and operations of SC, including the sale and financing of insurance or other coverage, the financing of automobile, and all contracts and disclosures, are to the best of SC's knowledge, in compliance with all applicable federal, state and local laws, regulations and ordinances.

- 28. INDEMNITY BY SC.** SC 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 Buyer or Borrower arising out of any act, failure to act, or service provided by SC, its employees, agents, or representatives, and SC will be responsible for any losses incurred by Dealer as a result thereof.

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

- 30. ACKNOWLEDGEMENT.** 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.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officer or authorized representative of Dealer (representative's signature)

Santander Consumer USA Inc.

By: _____

Name: _____

Title: _____

Date: _____

Corporate Name: _____

Dealership Name (DBA): _____

Tax ID: _____

*By: _____

Name: _____

*Title: _____

Date: _____

*The individual signing on behalf of the dealership MUST be the owner, CEO or president and MUST be listed on the Dealer Principal Form.

Send completed agreement to: Santander Consumer USA Inc.
 Attn: Dealer Maintenance - DealerMaintenance@santanderconsumerusa.com
 1601 Elm Street, Suite 800
 Dallas, Texas 75201

Addendum A

RoadLoans Program Terms and Conditions

This Addendum A is attached to and incorporated into that certain Non-Recourse Master Dealer Agreement (the "Agreement") between SC and Dealer. All capitalized terms used in this Addendum A, if any that are not specifically defined herein shall have the meaning as set forth in the Agreement. SC has in place the RoadLoans Program and Dealer wishes to participate in the RoadLoans Program. Accordingly, SC and Dealer agree as follows:

1. **APPROVAL.** SC 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. SC 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 SC's behalf.
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 SC in accordance with the terms of the Agreement from any harm caused by, or resulting from, Dealer's preparation of the Voucher and other Loan Documents, otherwise than in accordance with the RoadLoans' Program 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 SC 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 matches the Borrower(s) name as listed on the Voucher.
 - iv. Dealer must mail the required documents set forth below to RoadLoans at one of the following addresses:
 - (1) **FedEx Overnight:** Santander Consumer USA Inc.
eDocs Program, Suite 2039
4054 Willow Lake Boulevard
Memphis, TN 38153
 - (2) **UPS and USPS:** Santander Consumer USA Inc.
eDocs Program, Suite 2039
4070 Willow Lake Boulevard
Memphis, TN 38118.
 - v. Dealer must complete the following required documents and mail such completed required documents in accordance with the above instructions.
 - (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 or SC APS (defined in the Agreement).
 - (7) The original Note and Security Agreement signed by Borrower.
 - vi. 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 use 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 RoadLoans Program Terms & 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. **TIMING OF PAYMENT TO DEALER.** Once SC has received and verified all Loan Documents and information, SC will fund via ACH to a deposit account designated by Dealer an amount equal to the amount of the Voucher, less the Program Fee. SC will use commercially reasonable efforts to fund upon the business day after it receives and verifies the Loan Documents whenever possible. SC's 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.
5. **BORROWER REFERRAL PROGRAM.** From time to time and in its sole discretion, SC 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 contact its ASM in order to participate in such program, and shall make best efforts to communicate with each Borrower as soon as reasonably practicable. For each such Borrower, Dealer shall provide daily updates to SC via the Dealer Extranet until either (1) Borrower purchases a Vehicle from Dealer or (2) 30 days pass from the date of Borrower referral. Dealer shall immediately provide SC, via the SC Dealer Extranet, 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.** SC may immediately terminate this Addendum A (a) as a result of Dealer's breach of any term of this Addendum A or the Agreement or (b) in the event the Agreement is terminated. In addition, either SC or Dealer may terminate this Addendum A by written notice to the other, specifying the effective date of such termination. Such written notice shall be delivered in accordance with Section 20 of the Agreement. The termination of this Addendum A shall be in accordance with Section 19 of the Agreement.

7. MISCELLANEOUS

- A.** The Parties acknowledge that the Agreement and this Addendum A incorporate the most current RoadLoans Program Terms and Conditions found on the SC and/or RoadLoans Internet website or otherwise promulgated by SC and RoadLoans and made available to Dealer as if the same were reprinted verbatim herein. To the extent that the terms of the Agreement and this Addendum A conflict with the most current RoadLoans Program Terms & Conditions, then the most current SC or RoadLoans Program Terms & Conditions will control. In all other events, the terms of the Terms & Conditions will apply to the benefits and responsibilities of both parties.
- B.** SC may change certain terms of the RoadLoans Program 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 SC agree that each Dealer Update will be considered a part of the Agreement and the RoadLoans Program 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 the Agreement and the RoadLoans Program 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 the Agreement and the RoadLoans Program Terms & Conditions and will give rise to the remedies provided in the Agreement and the Terms & Conditions and those remedies available to SC at law or in equity.

DBA IDENTIFICATION FORM

Completion of this section is mandatory and should include all Dealerships that operate under or are associated with this Dealer / legal entity. Continue on an additional sheet if necessary.

DBA #1

dealership name/dba
federal tax i.d. number for this location
this dealership location physical street address
city, state and zip
primary financial contact
finance phone
finance fax
accounting contact
accounting phone
accounting fax

DBA #2

dealership name/dba
federal tax i.d. number for this location
this dealership location physical street address
city, state and zip
primary financial contact
finance phone
finance fax
accounting contact
accounting phone
accounting fax

DBA #3

dealership name/dba
federal tax i.d. number for this location
this dealership location physical street address
city, state and zip
primary financial contact
finance phone
finance fax
accounting contact
accounting phone
accounting fax

DBA #4

dealership name/dba
federal tax i.d. number for this location
this dealership location physical street address
city, state and zip
primary financial contact
finance phone
finance fax
accounting contact
accounting phone
accounting fax

DEALER AFFILIATION

Completion of this section should include all other Dealerships not listed on page 8, but which this Dealer / legal entity owns (or has ownership in) yet operate under a different Dealership or legal entity.

#1 DEALERSHIP

dealership name/dba

federal tax i.d. number for this location

this dealership location physical street address

city, state and zip

(For existing dealers) Santander Consumer USA Vendor#

#2 DEALERSHIP

dealership name/dba

federal tax i.d. number for this location

this dealership location physical street address

city, state and zip

(For existing dealers) Santander Consumer USA Vendor#

#3 DEALERSHIP

dealership name/dba

federal tax i.d. number for this location

this dealership location physical street address

city, state and zip

(For existing dealers) Santander Consumer USA Vendor#

#4 DEALERSHIP

dealership name/dba

federal tax i.d. number for this location

this dealership location physical street address

city, state and zip

(For existing dealers) Santander Consumer USA Vendor#

Duplicate this form if you have more than four stores.

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. Complete all fields or write "N/A" and fax to Dealer Maintenance (855) 541-7725.

DEALER INFORMATION

dealership name

dealership street address

city, state and zip

dealership phone

other phone

PERSON #1

name

title

home address

city, state and zip

date of birth

PERSON #2

name

title

home address

city, state and zip

date of birth

PERSON #3

name

title

home address

city, state and zip

date of birth

PERSON #4

name

title

home address

city, state and zip

date of birth

PERSON #5

name

title

home address

city, state and zip

date of birth

PERSON #6

name

title

home address

city, state and zip

date of birth

ADDITIONAL PRODUCTS AND SERVICES (APS)

Please provide the information below associated with the Additional Products and Services or APS offered by Dealers on Contract.

#1

ancillary product name

administrator name

administrator street address

city, state and zip

administrator phone

administrator contact name

administrator website

#2

ancillary product name

administrator name

administrator street address

city, state and zip

administrator phone

administrator contact name

administrator website

#3

ancillary product name

administrator name

administrator street address

city, state and zip

administrator phone

administrator contact name

administrator website

#4

ancillary product name

administrator name

administrator street address

city, state and zip

administrator phone

administrator contact name

administrator website

#5

ancillary product name

administrator name

administrator street address

city, state and zip

administrator phone

administrator contact name

administrator website

#6

ancillary product name

administrator name

administrator street address

city, state and zip

administrator phone

administrator contact name

administrator website

Duplicate this form if you may sell/market more than six products.

RETAIL INSTALLMENT CONTRACT DEALER 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 DEALER ACH payment, complete and sign this authorization form, include a voided check or bank document, and return it by email. Receipt of the complete and accurate request form will ensure ACH setup and implementation will occur within one week.

By Execution hereof the undersigned Dealer (“Company”) hereby elects to receive ACH Payment from Santander Consumer USA Inc., d/b/a Santander Auto Finance®, Roadloans® and Drive®. Company further represents and warrants that Company’s Bank Information provided below by Company is true, complete and accurate. Company agrees to pay SC immediately upon receipt of SC’s demand any and all amounts deposited by SC into the Account identified below based on the Bank Information supplied by Company if the below Account does not belong to Company. 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.

Dealership Name: _____	Dealership Contact Email: _____ <small>(if applicable)</small>
Dealership Street Address: _____	Dealer ID#: _____ <small>(if applicable)</small>
City, State, ZIP: _____	ASM: _____
Dealership Contact Name: _____	Dealership 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

*Name on Account

*ABA Routing Number

*Account Number

Beneficiary Bank Information *required

*Bank Name

*Bank Contact Name

*Bank Phone

*Bank Street Address

*Bank City, State, Zip

SC 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 email to: DealerMaintenance@santanderconsumerusa.com

Form must be signed by two parties to include Controller, General Manager, Dealer Principal or other approved signer.

***DEALERSHIP AUTHORIZATION**

Signature: _____

Printed Name: _____

Title: _____

Date: _____

DEALERSHIP AUTHORIZATION

Signature: _____

Printed Name: _____

Title: _____

Date: _____

*Authorized representative on business bank account.