



**IRONHORSE
FUNDING LLC**

Dealer Agreement

DEALER DOCUMENT CHECKLIST

To process your application with **IRONHORSE FUNDING LLC (LENDER)**, please complete and sign the following documents, then return to us. You can pre-fill all the necessary information from your computer and then print the documents for signing.

We look forward to helping you finance your customers with LENDER's full-spectrum recreation lending program.

Required for all:

- Dealer Application
- Direct Deposit (ACH/WIRE) Authorization and Copy of Voided Check (for ACH payment)
- Dealership Notification Preference Worksheet (one per dealership)
- Dealer Agreement
- Dealer Compliance Guidelines
- W-9 Form (enclosed)
- Copy of Current Dealer License (one per dealership)

Additional Documents:

- Confirm Retail Installment Seller License (**Florida only**)
- Confirm Department of Banking License (**New Hampshire only**)
- Confirm OCCC License (RV/Auto) or Registered Creditor (MC/PS) if required (**Texas only**)

Independent Dealerships Only:

- Two Years of Corporate Tax Returns (independent stores only)
- Two Years of Personal Tax Returns (independent stores only)
- Two Years (Most Recent) Business Financials (independent stores only)
- Most Recent Quarter Financials (balance sheet/income statement) (independent stores only)
- Floorplan and Bank References (independent stores only)
- Copy of Driver's License for Dealership Owner/Officer (please scan)

LENDER Address:

**Ironhorse Funding LLC
100 Cummings Center
Suite 233G
Beverly, MA 01915**

DEALER APPLICATION

BUSINESS INFORMATION: *(If more than one dealership, please fill out Exhibit A)*

Dealership Name: _____ How long in business _____ yrs. Annual Sales: \$ _____

Corporate/Legal Name: _____ Federal ID # _____

Business Type (please check) C. Corporation S. Corporation LLC Partnership Sole Proprietorship

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Website: _____

New lines sold at Dealership _____

OWNERSHIP/MANAGEMENT TEAM:

Principal/Owner #1: _____ Social Security # _____ - _____ - _____ D.O.B. ____ / ____ / ____

Address: _____ City: _____

State: _____ Zip: _____ Ph:(_____) _____ Ownership % _____

Principal/Owner #2: _____ Social Security # _____ - _____ - _____ D.O.B. ____ / ____ / ____

Address: _____ City: _____

State: _____ Zip: _____ Ph:(_____) _____ Ownership % _____

Principal/Owner #3: _____ Social Security # _____ - _____ - _____ D.O.B. ____ / ____ / ____

Address: _____ City: _____

State: _____ Zip: _____ Ph:(_____) _____ Ownership % _____

REFERENCE:

Floor Line Finance Provider: _____

Line Amount: _____ Bank Contact: _____ Ph:(_____) _____

FINANCE:

DMS Platform used: _____ Can calculate: Weekly Bi-Weekly Monthly Bi-Monthly

Which lenders do you finance with: _____

By signing below, I hereby: 1. Understand and agree that LENDER may make credit inquiries about me and/or the business on whose behalf I am submitting this Application, and may provide and exchange information about me and/or the Business with any source of credit information to which the Company may apply; 2. Certify that all information on the Application or in connection with this Application is true, correct and complete; 3. I have authority to submit this Application on behalf of Business listed above. I understand the Company will rely on the information in this Application in making its decision to enter into a business relationship with me and/or the Business; 4. In accordance with the FCC rules regarding facsimile transmission, the Company is authorized to send any and all information pertinent to our business relationship including unsolicited advertisements to the fax numbers in this application; 5. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Principal/Owner Signature: _____ Title/Date: _____

DIRECT DEPOSIT (ACH/WIRE) AUTHORIZATION (For funding of loan contracts)

I (we) hereby authorize and request Ironhorse Funding LLC to initiate credit entries, and if necessary, debit entries and adjustments for any credit entries processed in error, to the below listed account at the financial institution named below. This authorization is to remain in effect until withdrawn by Ironhorse Funding LLC, in writing.

Bank account information for funding of loan contracts:

Name of Bank: _____

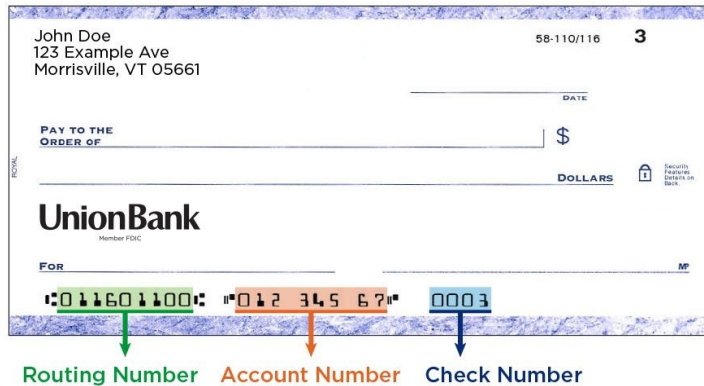
Routing Number: _____ Account Number: _____

Name of Dealership/Account Holder: _____

Owner's signature: _____ Date: _____

Printed name: _____ Title: _____

Include a voided check for proof of account.



DEALERSHIP NOTIFICATION PREFERENCE WORKSHEET

(Provide one worksheet for each dealership location)

* * Required Contact

Dealership Name: _____

<p style="text-align: center;">**OWNER</p> <p>Name _____</p> <p>Work Number _____</p> <p>Email: _____</p>	<p>Notification Preference</p> <p><input type="checkbox"/> Program Updates</p> <p><input type="checkbox"/> Decision Status</p> <p><input type="checkbox"/> Funding Status</p>
<p style="text-align: center;">General Manager</p> <p>Name _____</p> <p>Work Number _____</p> <p>Email: _____</p>	<p>Notification Preference</p> <p><input type="checkbox"/> Decision Status</p> <p><input type="checkbox"/> Funding Status</p> <p><input type="checkbox"/> FI&I Related Question</p> <p><input type="checkbox"/> Title Related Question</p>
<p style="text-align: center;">**Finance Manager</p> <p>Name _____</p> <p>Work Number _____</p> <p>Email: _____</p>	<p>Notification Preference</p> <p><input type="checkbox"/> Decision Status</p> <p><input type="checkbox"/> Funding Status</p> <p><input type="checkbox"/> FI&I Related Question</p> <p><input type="checkbox"/> Title Related Question</p>
<p style="text-align: center;">**Sales Manager</p> <p>Name _____</p> <p>Work Number _____</p> <p>Email: _____</p>	<p>Notification Preference</p> <p><input type="checkbox"/> Decision Status</p> <p><input type="checkbox"/> Funding Status</p> <p><input type="checkbox"/> FI&I Related Question</p> <p><input type="checkbox"/> Title Related Question</p>
<p style="text-align: center;">**Accounting</p> <p>Name _____</p> <p>Work Number _____</p> <p>Email: _____</p>	<p>Notification Preference</p> <p><input type="checkbox"/> Decision Status</p> <p><input type="checkbox"/> Funding Status</p> <p><input type="checkbox"/> FI&I Related Question</p> <p><input type="checkbox"/> Title Related Question</p>
<p style="text-align: center;">**Titles</p> <p>Name _____</p> <p>Work Number _____</p> <p>Email: _____</p>	<p>Notification Preference</p> <p><input type="checkbox"/> Decision Status</p> <p><input type="checkbox"/> Funding Status</p> <p><input type="checkbox"/> FI&I Related Question</p> <p><input type="checkbox"/> Title Related Question</p>

DEALERSHIP NOTIFICATION PREFERENCE WORKSHEET

(Provide one worksheet for each dealership location)

** Required Contact

<p>Role: _____</p> <p>Name _____</p> <p>Work Number _____</p> <p>Email: _____</p>	<p>Notification Preference</p> <p><input type="checkbox"/> Decision Status</p> <p><input type="checkbox"/> Funding Status</p> <p><input type="checkbox"/> FI&I Related Question</p> <p><input type="checkbox"/> Title Related Question</p>
<p>Role: _____</p> <p>Name _____</p> <p>Work Number _____</p> <p>Email: _____</p>	<p>Notification Preference</p> <p><input type="checkbox"/> Decision Status</p> <p><input type="checkbox"/> Funding Status</p> <p><input type="checkbox"/> FI&I Related Question</p> <p><input type="checkbox"/> Title Related Question</p>
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DEALER AGREEMENT

This **Dealer Agreement** is entered into by and between **Ironhorse Funding LLC**, a Delaware limited liability company, with its principal place of business at 100 Cummings Center, Suite 233G, Beverly, MA 01915 (**LENDER**), and _____, a _____ [select Business Type from the dropdown] with a principal place of business at _____ (**DEALER**) (the "Agreement"). The Agreement covers DEALER's locations as shown on **Exhibit A** attached hereto and shall become binding upon the execution of it by both parties, however the effective date will be the date upon which the last party signs.

RECITALS

WHEREAS, DEALER is in the business of selling new and/or used motorcycles, powersports, recreational vehicles, marine craft and/or other recreational products and services related to such Property;

WHEREAS, LENDER's principal business is making consumer loans and purchasing retail installment sale contracts;

WHEREAS subject to its credit standards, LENDER offers to purchase retail installment sale contracts from DEALERS as non-recourse transactions subject to the terms and conditions listed below;

WHEREAS, LENDER desires to purchase retail installment sale contracts from DEALER and/or engage DEALER to document certain consumer loans for LENDER subject to the terms and conditions of this Agreement;

WHEREAS, certain employees and/or agents of DEALER will document consumer loans on behalf of LENDER; and

WHEREAS, DEALER will permit such employees and/or agents to document Loans pursuant to the terms and conditions contained herein. NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 Buyer means a purchaser of Property.
- 1.2 DEALER means the DEALER specified above. With respect to promises, covenants, representations warranties or the like made hereunder relating to any Loan or proposed Loan, "DEALER" includes "Documentation Agents" as described below.
- 1.3 Documentation Agent has the meaning ascribed to it in Section 5.1 hereto.
- 1.4 Loan means a consumer loan as evidenced on a Simple Interest Note and Security Agreement and as revised from time to time by LENDER.
- 1.5 Note means the Installment Loan and Security Agreement as revised from time to time by LENDER.
- 1.6 Property means the goods sold to Buyers by DEEALER, which serves as collateral for any Loan or RISC by which Buyer financed the purchase of the goods.
- 1.7 Required Documentation means all documentation LENDER may require from time to time to assist LENDER in its determination to make a Loan or purchase a RISC.
- 1.8 RISC means a retail installment sale contract as approved and/or revised from time to time by LENDER in its sole discretion.
- 1.9 Optional Dealer Recourse means the DEALER'S contractual obligation to repurchase any defaulted contract, loan, or RISC, regardless as to whether the collateral is recovered or not by the LENDER as described in section 11.3.
- 1.10 Optional Dealer Recourse Price shall mean, the Unpaid Balance of any loan, contract, or RISC, plus any and all out-of-pocket expenses, and the amount (if any) by which the Purchase Price paid for such loan, contract, or RISC exceeds the Unpaid Balance (as of the date of purchase) discounted to present value using the discount rate used to compute the Purchase Price, and less unearned interest or finance charges computed as the Purchaser customarily computes such rebates. The unearned interest or finance charges referred to in the preceding sentence shall be computed on the basis of actual days elapsed using a 360-day year. The term "out-of-pocket expenses" shall include (without limitation) the cost of repossession of the collateral, storage, transportation, and sale of the collateral, compliance with applicable legal requirements, reasonable attorney fees and court costs, and like expenses incurred by the Purchaser in connection with such Paper.

2.0 ACCEPTANCE OF LOAN AGREEMENTS AND PURCHASE OF CONTRACTS

- 2.1 LENDER, in its sole discretion, may request DEALER to document Loans on the Note that are acceptable to LENDER. In the event a Buyer wishes to apply to LENDER for a Loan to finance the purchase of Property, DEALER agrees to contact LENDER and provide LENDER with the information LENDER requires to evaluate the Buyer's creditworthiness. To the extent LENDER approves the credit request, DEALER agrees to document the Loan on the Note in accordance with the instructions it receives from LENDER from time to time, and to provide such other information as LENDER may reasonably request, in LENDER's sole discretion. At no time will LENDER ever be obligated under the terms of this Agreement to make any Loan to any Buyer.

2.2 LENDER may, in its sole discretion, wish to purchase RISCs from DEALER. If so, LENDER will indicate its willingness to purchase RISCs to DEALER. If LENDER has not made such indication to DEALER, LENDER will not accept RISCs from DEALER. If LENDER has indicated its willingness to purchase RISCs, DEALER agrees to follow the procedures required by LENDER from time to time relating to LENDER's review and acceptance of such RISCs. In the event DEALER requests that LENDER review an application for RISC financing, DEALER agrees to contact LENDER and provide LENDER with the information LENDER requires to evaluate the Buyer's creditworthiness. To the extent LENDER approves the credit request, DEALER agrees to document the retail installment sale transactions on a RISC approved by LENDER and in accordance with the instructions it receives from LENDER from time to time, and to provide such other information as LENDER may reasonably request, in LENDER's sole discretion. At no time will LENDER ever be obligated under the terms of this Agreement to purchase any RISC from DEALER.

3.0 RESPONSIBILITY FOR SALE

3.1 DEALER will have the sole responsibility for the underlying sale transaction and for the nature, quality, and performance of all goods and services purchased from DEALER and financed under any RISC or with the proceeds of any Loan. Such responsibility includes any liability for any actions or omissions in connection with the sale of goods and services, for failure to deliver goods or perform services, for failure to properly handle, sell, or dispose of as agreed any down payment or trade-in or the proceeds of the trade-in or down payment, and for any and all representations and warranties, express or implied, made in connection with such goods and services, whether by DEALER, the manufacturer or provider of the goods and services, or any third party.

4.0 PAYMENT/REQUIRED DOCUMENTATION FOR FUNDING

4.1 When DEALER requests that LENDER purchase a RISC or forwards a Buyer's request for Loan financing to LENDER, DEALER agrees to submit all Required Documentation as required by LENDER in its sole discretion.

4.2 Upon receipt of the Required Documentation by LENDER at its address above, LENDER will, as promptly as possible, but no later than five (5) banking days thereafter, deliver to DEALER funds in an amount communicated to DEALER by LENDER. DEALER hereby authorizes LENDER to debit DEALER's account via Automated Clearing House ("ACH") in the event of an error resulting.

4.3 DEALER agrees to deliver Required Documentation on forms previously reviewed and/or approved by LENDER.

4.4 Required Documentation will include, among other things, a fully executed original Note or RISC and an original Certificate of Title to the Property naming LENDER, or LENDER's designee, as first lienholder. Prior to funding, DEALER is required to secure the lien in favor of LENDER, or LENDER's designee, and has sixty (60) days from the date of funding in which to ensure LENDER receives the original Certificate of Title evidencing such lien. In the event LENDER does not receive the original Certificate of Title within sixty (60) days of funding, LENDER will notify DEALER of such deficiency and DEALER will have thirty (30) days to cure such deficiency. If DEALER fails to cure the deficiency in such time period, such failure will constitute a default under this DEALER Agreement and will result in: (a) no further applications will be accepted by LENDER from the DEALER for any future RISCs and (b) the DEALER will repurchase the Loan or RISC in question from LENDER at a price equal to the entire outstanding principal balance of the Loan or RISC at the time of purchase, plus any accrued interest and unpaid interest or finance charges, and other charges reasonably incurred by or due to LENDER.

4.5 With respect to any Loan made by LENDER to a Buyer or RISC purchased from a DEALER, LENDER may, in its sole discretion provide DEALER the opportunity to receive a portion of the Annual Percentage Rate evidenced on such Loan or RISC (such amount hereinafter referred to as "Participation"). LENDER will determine the amount of such Participation from time to time in its sole discretion. LENDER will pay any applicable Participation amount to DEALER at the time of funding. Notwithstanding anything to the contrary in this Agreement, DEALER agrees that in the event the Buyer obligated on such Loan or RISC pays off such Loan or RISC in full within one hundred and eighty (180) days after the execution date of such Loan or RISC, or if the Property securing such Loan or RISC is repossessed, relieved, voluntarily surrendered or otherwise taken possession of by LENDER or its agents or assigns at any time within such one hundred and eighty (180) days, DEALER agrees, represents and warrants that it will refund to LENDER the full amount of the Participation paid to DEALER with respect to such Loan or RISC within ten (10) business days after LENDER mails a request for such refund to DEALER. DEALER hereby authorizes LENDER to deduct the refund from any future payments LENDER may be obligated to pay to DEALER to the extent DEALER fails to make any required refund in a timely manner.

4.6 DEALER agrees to pay LENDER a fee of \$100 for any RISC purchased by LENDER and subsequently "unwound" at DEALER or Borrower's request. This fee shall be deducted from proceeds returned to DEALER as a result of the unwind.

5.0 LIMITED AGENTS FOR LOAN DOCUMENTATION: DUTIES AND RESPONSIBILITIES

- 5.1 Documentation Agents. DEALER will appoint one or more of its employees or agents as limited agents on behalf of LENDER for the sole and limited purpose of documenting Loans that are acceptable to LENDER (each, a “Documentation Agent”). DEALER will appoint such Documentation Agents and will be solely responsible for ensuring such Documentation Agents’ compliance with the terms and conditions of this Agreement, as well as any instructions LENDER may provide from time to time. DEALER agrees that only duly appointed Documentation Agents will document Loans, and that DEALER will advise LENDER of the identity of such Documentation Agents as of the date of this Agreement and as Documentation Agents are added and removed throughout the term of this Agreement.
- 5.2 Documentation Agent Authority. DEALER, through the Documentation Agents it appoints, are authorized under this Agreement to document Loans acceptable to LENDER on behalf of LENDER. This Agreement grants no other authority to DEALER, including, without limitation, any authority to approve a Loan, or bind or commit LENDER to making any Loan. DEALER has sole responsibility and will be liable for all acts and/or omissions of Documentation Agents.
- 5.3 Loan Approval. LENDER will make all decisions and determinations with regard to Loan approvals and the acceptability of proposed Loans it receives from DEALER. DEALER represents and warrants that it will not obtain a Buyer’s signature on any Note until LENDER has received the credit application data requested by LENDER, determined that the proposed Loan meets its credit standards, and notified DEALER that it approves the Loan. Notwithstanding the foregoing, LENDER reserves the right to refuse to fund any Loan that does not comport to the terms of the Loan approval communicated to the DEALER by LENDER.
- 5.4 Interest Rates. LENDER, in its sole discretion, will establish and publish appropriate rates for Loans, and make such rates available to DEALER from time to time. DEALER represents and warrants that it will not present for funding any proposed Loan evidencing an annual percentage rate in excess of or below LENDER’s published rates.
- 5.5 Further Assurances Regarding Perfection of Security Interest. DEALER represents and warrants that it will perform all acts necessary to establish and maintain a perfected first priority security interest in Property financed with the proceeds of a Loan in favor of LENDER as of the time each Loan is consummated. DEALER further represents and warrants that it will take all steps necessary to ensure that no other liens attach to the Property.
- 5.6 Evidence of Insurance. For each Loan to be funded by LENDER, DEALER will provide evidence to LENDER of physical damage insurance acceptable to LENDER covering the Property securing a Loan against fire, theft and collision. DEALER represents and warrants that it will furnish complete and accurate information about such insurance to LENDER before LENDER will fund a Loan.
- 5.7 Borrower Identification. For each Loan, DEALER will obtain certain information required by LENDER from time to time from each Buyer to verify the identity of each Buyer before any Loan is consummated.
- 5.8 Privacy Policy/Notices. DEALER further represents and warrants that it will provide LENDER’s then current Privacy Policy to each Buyer who consummates a Loan prior to the time of such consummation. DEALER further agrees to undertake further actions and/or provide further notices as LENDER reasonably may require from time to time in order to comply with legal or regulatory requirements.

6.0 DEALER REPRESENTATIONS AND WARRANTIES AS TO LOANS AND RISC WITH RESPECT TO EACH LOAN RISC, DEALER REPRESENTS AND WARRANTS AS FOLLOWS:

- 6.1 Buyer will use Loan proceeds to purchase the Property described in the Note;
- 6.2 DEALER holds title to the Property at the time of sale free of any liens, except liens in favor of DEALER’s flooring financing arrangement;
- 6.3 DEALER will satisfy promptly the flooring lien on the Property;
- 6.4 DEALER will not make misrepresentations to Buyer about LENDER’s willingness to make a particular Loan;
- 6.5 Each Buyer has legal capacity to enter into the Loan or RISC, as applicable, executed by such Buyer, and such Loan or RISC, as applicable, is and will be legally enforceable against the Buyer;
- 6.6 To the best of the DEALER’s knowledge, all information submitted to LENDER in connection with the Loan or RISC, including, without limitation, Buyer’s credit application, is accurate and complete;
- 6.7 The Property and all optional equipment, goods, and services to be delivered with the Property have been delivered to and accepted by the Buyer;
- 6.8 **Title to the Property has never been branded a salvage, rebuilt, manufacturer’s buy-back, or lemon law title or otherwise subject to any laws regarding the same;**
- 6.9 DEALER is not aware that the actual user of the Property is anyone other than the Buyer(s) named in the Loan or RISC, as applicable. LENDER makes its decision to extend credit to the Buyer based upon the assumption that the Buyer will be the principal user of the Property; if DEALER is aware that any other person, such as a child or friend of the Buyer, will be the principal user of the Property, then DEALER will ensure that such other person is specifically named on all documents on which LENDER relies in extending credit;
- 6.10 Each Loan is correctly documented on the Note and evidences an Interest Rate and/or Annual Percentage Rate acceptable to LENDER;
- 6.11 Each RISC is completely filled out with no blank spaces and evidences an Interest Rate and/or Annual Percentage Rate acceptable to LENDER;
- 6.12 DEALER properly made all disclosures to Buyer required by law in accordance with the timing requirements of such law;

- 6.13 The Note or RISC has not been altered by DEALER and is enforceable in accordance with its terms;
- 6.14 No obligation of any Buyer, guarantor or surety with respect to any Loan or RISC, as applicable, will be obtained by fraudulent or other illegal means;
- 6.15 DEALER has complied with all applicable laws and agreements and has not exceeded the scope of their authority granted hereunder;
- 6.16 DEALER and Documentation Agents have complied with all applicable laws;
- 6.17 DEALER and Documentation Agents have at all times all applicable licenses, permits or similar authorization from all applicable governmental agencies required to engage in the activities contemplated by this Agreement;
- 6.18 DEALER will ensure that all insurance documentation relating to insurance financed under the Note or RISC is delivered to the Buyer within the time required by law;
- 6.19 If any portion of the Loan proceeds or the amount financed under a RISC is used to purchase credit insurance or property insurance from or through DEALER or an affiliate of DEALER, such insurance denotes LENDER as the first lien holder;
- 6.20 If any portion of the Loan proceeds or the amount financed under a RISC is used to purchase credit insurance or property insurance from or through DEALER or an affiliate of DEALER, such insurance is valid and collectible according to its terms and DEALER will comply with all applicable laws with respect thereto and will provide any assistance reasonable required by LENDER with respect to any refunds due upon cancellation of such insurance;
- 6.21 The down payment for the Property is in cash or fair trade allowance, or a combination of both, and is not represented by or does not consist of the Buyer's deferred obligations. There is no negative equity amount included in the amount financed under the Loan or RISC, as applicable;
- 6.22 The "Finance Charge" set out in the Loan or RISC, as applicable, is in each case the actual sum of all charges directly or indirectly charged and imposed on the Buyer as a condition for the extension of credit;
- 6.23 There is no refund or rebate due under the Loan or RISC, as applicable, to any person or entity except as specified;
- 6.24 Buyer has not obtained any right in or possession of the Property by fraud or unlawful scheme;
- 6.25 DEALER is not aware that any Buyer is currently in bankruptcy or has the intention to file a voluntary petition in bankruptcy, or is reasonably expected to seek protection under any bankruptcy law or under any state or federal law affecting creditor's rights;
- 6.26 All signatures on the Note or RISC, as applicable, are genuine;
- 6.27 Each Note or RISC, as applicable, is genuine, and arose from the bona fide sale of the Property described therein in the ordinary course of DEALER's business;
- 6.28 The Property has been delivered into the possession of the Buyer named in the Note or RISC, as applicable;
- 6.29 DEALER agrees to indemnify LENDER for any expense or loss LENDER suffers as a result of the assertion of a claim or defense under a warranty or service contract procured through DEALER to the extent DEALER is unable to resolve the dispute with the Buyer within a reasonable time, not to exceed sixty (60) days; and
- 6.30 Documentation Agents have complied with all instructions received from LENDER from time to time.
- 6.31 Lawsuits. There is no lawsuit or other proceeding pending or, to the best knowledge of DEALER, threatened, against or affecting a Buyer or any other person or entity before any court, arbitrator, or administrative or governmental body, which relates to or will affect or encumber the Loan or RISC, as applicable, or any security therefore.
- 6.32 Taxes. All federal, state, county, local and other taxes due and payable with respect to any Loan or RISC, as applicable, the Property securing the Loan or RISC, as applicable, and the business of the DEALER have been paid. To the best of DEALER's knowledge, the DEALER has no outstanding or unsatisfied deficiency tax assessments with respect to its present or any former businesses.
- 6.33 DEALER will not submit a DEALER Employee for credit approval or purchase of any RISC without full disclosure of such submission and without full express consent and guarantee of the loan proceeds under the Optional Dealer Recourse provision, Section 11.2, to LENDER. Upon non-payment of such guaranteed loan, DEALER will repurchase such loan in accordance with Section 11.2.

**7.0 DEALER REPRESENTATIONS AND WARRANTIES GENERALLY
DEALER REPRESENTS AND WARRANTS AS FOLLOWS:**

- 7.1 Organization. DEALER, if a corporation, is duly organized, validly existing, and qualified and authorized to transact business in, and is in good standing under the laws of the jurisdiction of its organization and each jurisdiction in which it performs or will perform its obligations under this Agreement or is otherwise doing business or is otherwise exempt under applicable law from such qualification.
- 7.2 DEALER. As to the Property, DEALER is a merchant in goods of that kind.
- 7.3 Capacity; Authority; Validity. DEALER has the power, authority and legal right to execute, deliver, and perform this Agreement and the transactions contemplated hereunder. The execution, delivery and performance of this Agreement by DEALER have been duly authorized by all necessary action, and this Agreement is enforceable against DEALER in accordance with its terms, except only to the extent such enforceability may be limited by bankruptcy, insolvency, reorganization, and other laws relating to or affecting creditors' rights generally and by general equity principles.

- 7.4 Consents; Conflicts. No consent or approval of any other party or any governmental authority, bureau or agency is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement, except such as have been obtained prior to the event or circumstances for which it is required. There is no pending claim, cause of action, governmental action or litigation that, if determined adversely to DEALER, would affect DEALER's ability to perform its obligations under this Agreement. This Agreement will not result in DEALER's breach of any other agreement, instrument or relationship by which DEALER is bound.
- 7.5 Licenses. DEALER is, and throughout the term of this Agreement will remain, duly authorized and properly licensed under all applicable laws to transact business as presently conducted, and to perform the transactions contemplated under this Agreement, and DEALER has full power and authority to perform its obligations contemplated by this Agreement.
- 7.6 Compliance with Law. DEALER will perform all of its duties and obligations under this Agreement, and with respect to each Loan and RISC, in compliance with all applicable laws, including, but not limited to the Equal Credit Opportunity Act and Regulation B.
- 7.7 Financial Statements. DEALER will furnish to LENDER, promptly upon LENDER's request, financial statements and information regarding its business affairs and financial condition as LENDER may from time to time in good faith require.
- 7.8 Misrepresentations. No representation, warranty, or covenant by the DEALER contained in this Agreement, or any statement or certificate furnished to or to be furnished by DEALER pursuant to this Agreement, contains (or will contain) any untrue statement of a material fact or omits (or will omit) to state a material fact necessary to make the statements contained therein not misleading.

8.0 DEALER OVERSIGHT

- 8.1 DEALER will supervise and oversee the activities of Documentation Agents pursuant to this Agreement and will ensure that Documentation Agents perform all acts required of them by this Agreement in a manner acceptable to LENDER. If Documentation Agents fail to perform any required acts or keep any promises of DEALER made under this Agreement, DEALER is deemed to have breached this Agreement.

9.0 PAYMENTS RECEIVED BY LENDER

- 9.1 DEALER hereby grants to LENDER a power of attorney to endorse DEALER's name to any remittance offered as payment on any Loan or RISC and to retain the proceeds thereof as payment on such Loan or RISC. The parties agree that this power is coupled with an interest and is irrevocable. This power survives the termination of this Agreement.

10.0 PAYMENTS RECEIVED BY DEALER

- 10.1 DEALER shall forward to LENDER promptly, in kind, all payments, inquiries, and communications received by DEALER with respect to any Loan made by LENDER or RISC bought by LENDER and shall reimburse LENDER for any and all losses it may suffer as a result of DEALER's failure to do so.

11.0 PROPERTY RETURNED TO DEALER, OPTIONAL RECOURSE

- 11.1 If any Property covered by any Loan or RISC comes into the possession of DEALER while the Buyer is indebted to LENDER for such Property, DEALER will promptly notify LENDER, hold the Property in trust for LENDER, and will deliver the Property to LENDER on demand. DEALER may charge a reasonable storage fee not to exceed ten dollars (\$10) per day for storage of the Property, but only for that period of storage that exceeds thirty (30) days.

11.2 Intentionally Omitted.

- 11.3 Optional DEALER Recourse on Defaulted Loan, Contract, or RISC. For any loan, contract, or RISC, which is approved by LENDER on a Recourse basis, at DEALER's request, DEALER will repurchase any defaulted loan, contract, or RISC. DEALER shall pay the LENDER the Dealer Recourse Price within 30 days of receiving lenders notice for repurchase.

12.0 PROMOTIONAL OTHER MATERIALS

- 12.1 DEALER will not refer to LENDER in any promotional or advertising materials without LENDER's prior written approval.

13.0 UNEARNED INSURANCE PREMIUMS/ANCILLARY PRODUCTS

- 13.1 If, without fault of LENDER, LENDER suffers any loss on any Loan or RISC as a result any of the following: early payoff, customer voluntarily cancels ancillary products, repossession, bankruptcy, or a total loss of Property, DEALER agrees to return to LENDER all unearned premiums or refunds within forty five (45) days post request of refund or rebate, including but not limited to extended service contracts, GAP, Tire and Wheel, credit life, prepaid maintenance and disability insurance in accordance with applicable law. Any such refund not submitted to LENDER within forty-five (45) days shall be processed by LENDER directly to Buyer and the amount of such refund or rebate shall be deducted from the next funding processed to DEALER.

14.0 DEALER CHANGES

- 14.1 DEALER shall notify LENDER of any material or significant change in DEALER's ownership, organization or business, including the death of a principal, whether a shareholder, general partner, or owner, a dissolution, merger, consolidation, or reorganization, or a conversion to another form of legal entity or type of business. Such notice shall be provided 30 days before such change or, if unknown to DEALER before the change, then within 30 days after DEALER has knowledge of such change. LENDER reserves the right to terminate this Agreement in the event of such change, and DEALER's failure to notify LENDER of such change will be a breach of this Agreement.

15.0 DEFAULT

- 15.1 If DEALER defaults in the performance of any obligation to LENDER, whether pursuant to this Agreement or otherwise, or breaches any representation or warranty contained in this Agreement, LENDER, at its election, may notify DEALER of such default or breach and may, unless the DEALER cures the breach within ten (10) days after any such notice, demand payment from DEALER of the Purchase Price. The Purchase Price, as to any Loan or contract, will be the then outstanding unpaid balance (principal and accrued and unpaid interest or finance charges) of the Loan or RISC, as applicable, with respect to which the breach occurred, together with all costs (including reasonable attorneys' fees, whether or not a LENDER salaried employee serves as attorney for LENDER) incurred by LENDER in relation thereto and DEALER will promptly pay such amount to LENDER, in cash or certified funds.
- 15.2 Notwithstanding the preceding paragraph, DEALER may cure any breach as follows:
- 15.2.1 Purchase any affected Loan or RISC, as applicable, at the Purchase Price.
- 15.2.2 If the breach results from the DEALER's failure to submit the Required Documentation, the DEALER may submit such Required Documentation within the time prescribed by LENDER.
- 15.2.3 By any other means which LENDER and DEALER agree to in writing.
- 15.3 If any law prohibits DEALER from purchasing a Loan or RISC as contemplated by this Agreement, DEALER shall still be obligated to pay the Purchase Price to LENDER. Upon receipt of the Purchase Price, LENDER agrees to service and collect such Loan or RISC in accordance with its ordinary policies and procedures, and to pay the proceeds to DEALER less LENDER's fees for providing such services.

16.0 PRIVACY

- 16.1 To the extent either Party has access to "non-public personal information" ("NPI") as that term is defined in Title V of the Gramm-Leach-Bliley and/or the California Information Privacy Act from time to time and as applicable, each Party agrees to comply with their respective obligations under such laws, including, without limitation, obligations relating to the disclosure of NPI to third parties.

17.0 CONFIDENTIALITY

- 17.1 Each Party and its affiliates, its agents, subcontractors and employees receiving confidential information of the other Party (other than NPI) shall use such confidential information only for the purposes set forth herein and shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such Party and/or its affiliates uses with respect to its own confidential and proprietary information, which shall not be less than the care a reasonable person would use under similar circumstances.

18.0 FURTHER ASSURANCE

- 18.1 Each party to this Agreement will execute and deliver all such further instruments and documents as may be reasonably requested by the other party in order to fully carry out the transactions contemplated by this Agreement. Each party hereto represents and warrants that it has the right, power, legal capacity, authority and means to enter into and perform this Agreement (as well as the documents referenced in this Agreement), and that the same will not contravene or result in the violation of any agreement, rule, or regulation to which any such party may be subject. In this connection, DEALER will deliver to LENDER upon execution of this Agreement, a certificate of corporate officer substantially in the form of attached.

19.0 NO AFFILIATION

- 19.1 DEALER is not affiliated and/or under common control with LENDER. This Agreement does not create a partnership or joint venture between LENDER and DEALER. The services of DEALER under this Agreement, except as otherwise expressly provided, are rendered independent of LENDER, and DEALER is not otherwise an agent, employee or representative of any kind or nature of or for LENDER.

20.0 REMEDY FOR BREACH

20.1 If DEALER breaches this Agreement, DEALER will pay LENDER all losses and expenses incurred by LENDER as a result of such breach. In addition, DEALER will indemnify LENDER for any losses incurred by LENDER because of any judicial set-off or recovery suffered because of any claim or defense asserted against LENDER as a result of any act or omission on the part of DEALER or the Documentation Agents to the extent such act or omission was outside the scope of authority granted under this Agreement. DEALER will be liable even if a waiver, compromise, settlement, or variation of the terms of the Loan Agreement releases a Buyer.

21.0 TERMINATION

21.1 LENDER or DEALER may terminate this Agreement upon written notice to the other party, effective immediately. LENDER may terminate the agency of any Documentation Agents, upon written notice to DEALER, effective when sent. In the event DEALER terminates the employment of, or its other relationship with, a Documentation Agent, DEALER will promptly notify LENDER of such termination. The agency of such Documentation Agent terminates as of the time such Documentation Agent's employment or other relationship with the DEALER terminated. The termination of this Agreement will not release LENDER or DEALER from any obligations incurred with regard to Loans that are subject to this Agreement.

22.0 AMENDMENTS

22.1 LENDER reserves the right to amend the DEALER Agreement from time to time with notification to DEALER.

23.0 MISCELLANEOUS

- 23.1 No Agency. Except as otherwise expressly provided herein, this Agreement does not make either the DEALER or LENDER the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Neither party owes the other any fiduciary obligation.
- 23.2 Entire Agreement. This Agreement applies to all past and future Loans prepared by DEALER for LENDER or RISCs purchased by LENDER, as applicable, constitutes the entire agreement between the parties and supersedes all prior agreements of the parties with respect to the subject matter of this Agreement. No waiver of any of the provisions of this Agreement constitutes a waiver of any other provision, nor will any waiver constitute a continuing waiver.
- 23.3 Validity; Amendment. This Agreement shall not be valid until signed and accepted by an authorized officer of LENDER and DEALER. DEALER agrees that LENDER may amend this Agreement, together with any addenda, schedules, exhibits or other documents attached hereto, from time to time by providing written notice to DEALER.
- 23.4 Additional Rights and Liabilities. The rights and liabilities of LENDER and DEALER in this Agreement are in addition to those set forth in the Loans or RISCs, as applicable, and any related agreements between DEALER and LENDER.
- 23.5 Assignment. This Agreement binds, and inures to the benefit of, the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, DEALER may not assign this Agreement or any rights or obligations hereunder, voluntarily, involuntarily, by operation of law or otherwise without LENDER's prior written consent which LENDER may withhold for any reason whatsoever. LENDER may assign this Agreement to the extent it deems that such assignment does not materially and detrimentally affect the rights and obligations of DEALER.
- 23.6 Severability. In the event that any provision of this Agreement is held unenforceable, such provision is severable from the remaining provisions of this Agreement and the remainder of the Agreement remains in full force and effect.
- 23.7 Indemnification. DEALER agrees to defend, indemnify, protect, save, keep, and hold LENDER, and its shareholders, directors, officers, employees, representatives, agents, servants, successors and assigns harmless from and against any and all, claims, losses, liabilities, damages, injuries, costs, expenses, attorneys' fees, court costs and other amounts (collectively, "Indemnified Items") arising out of or resulting from (i) DEALER's breach of this Agreement, (ii) the failure of any representation or warranty of DEALER contained in this Agreement to be correct, or (iii) the actions of DEALER, its affiliates, or their respective shareholders, directors, officers, employees, representatives, agents, servants, successors and assigns in connection with the Loans, RISCs and Property, in particular and without limitation, any action or claim brought or asserted by the Buyer or any other person in connection with any Loan or RISC, as applicable, by reason of any improper action taken by DEALER (including Documentation Agents) in connection with such Loan or RISC, as applicable. DEALER shall assume the settlement and defense of any suit or suits or other legal proceedings brought to enforce all such Indemnified Items, and shall pay all judgments or settlement amounts resulting from any such suit or suits or other legal proceedings, together with all other costs and expenses, including, but not limited to, attorneys' fees and other litigation costs.
- 23.8 Governing Law. This Agreement is not complete until executed by LENDER at its offices in Beverly, Massachusetts. This Agreement shall be governed by and interpreted in all respects by the laws of the Commonwealth of Massachusetts without regard to any conflicts of law principles or choice of laws that would require the application of laws of another jurisdiction.

23.9 Right of Set-Off. DEALER agrees that LENDER has the ongoing right to deduct from any funds, deposit, account, obligation, or other amounts due DEALER any and all amount(s) DEALER owes LENDER.

23.10 Costs and Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, the successful or prevailing party is entitled to recover reasonable attorneys' fees (whether or not such party employs the attorney), and any other fees and costs incurred in the action or proceeding, in addition to any other relief to which such party is entitled.

23.11 Notices. Any notice required or otherwise to be given by any party under this Agreement will be in writing and mailed, postage prepaid, to the address of the other party specified in this Agreement or such other address as will have been theretofore specified in writing.

23.12 Headings of this Agreement are for convenience only and do not limit or construe this Agreement.

23.13 Force Majeure. Neither Party shall be liable to the other Party for any delay, failure in performance, loss or damage due to fire, explosions, power blackouts, earthquakes, floods, the elements, strikes, embargo, labor disputes, pandemic, acts of civil or military authority, war, terrorism, acts of God, interruption or failure of telecommunication, digital transmission links, Internet failures and delays, terrorism or other causes similar to the foregoing (collectively "**Force Majeure**"); provided that such cause was not within the reasonable control of the Party affected. If such an event continues for more than thirty (30) days, the unaffected Party may terminate this Agreement without liability as of the date specified in a written notice to affected Party. This Section shall not relieve either Party of its obligations relating to business continuity and disaster recovery, nor shall a Force Majeure relieve one Party of its payment obligations except to the extent and for such period of time as a Force Majeure results in the closure of banks.

Authorization:

I, the undersigned, President, Chief Executive Officer, Manager/Managing Member of the below-named company (Dealer) represent and warrant that I have full legal corporate authority to bind said company and I hereby authorize the submission of this Dealer Agreement to Ironhorse Funding LLC. I hereby authorize Ironhorse Funding LLC or any of its affiliates, to make whatever credit inquiries it deems necessary in connection with this Recreation Dealer Agreement, and from time to time as it deems appropriate after acceptance of this Recreation Dealer Agreement, and to instruct any person or consumer-reporting agency to compile and furnish information it may have or obtain in response to such credit inquiries.

IN WITNESS WHEREOF, the foregoing Dealer Agreement is hereby executed as of the date shown below.

DEALER:

_____ (Legal Name)

By: _____

Print Name: _____

Title: _____

Date: _____

IRONHORSE FUNDING LLC

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A DEALER LOCATIONS

Dealership Name: _____
Address: _____ City: _____ State _____ Zip: _____
Phone: _____ Fax: _____ Website: _____
Finance Manager(s): _____
Email: _____
Sales Manager(s): _____
Email: _____

Dealership Name: _____
Address: _____ City: _____ State _____ Zip: _____
Phone: _____ Fax: _____ Website: _____
Finance Manager(s): _____
Email: _____
Sales Manager(s): _____
Email: _____

Dealership Name: _____
Address: _____ City: _____ State _____ Zip: _____
Phone: _____ Fax: _____ Website: _____
Finance Manager(s): _____
Email: _____
Sales Manager(s): _____
Email: _____

Dealership Name: _____
Address: _____ City: _____ State _____ Zip: _____
Phone: _____ Fax: _____ Website: _____
Finance Manager(s): _____
Email: _____
Sales Manager(s): _____
Email: _____

IRONHORSE FUNDING LLC
DEALER IRREVOCABLE POWER OF ATTORNEY FOR VEHICLE FORMS

KNOW BY ALL THESE PRESENTS THAT "Dealer" whose name and address is set forth below, hereby irrevocably appoints and authorizes Ironhorse Funding LLC, a Delaware Limited Liability Company ("Attorney"), with offices at 100 Cummings Center, Suite 233G, Beverly MA, 01915 or its employees, agents, representatives or assignee, to act as the Dealer(s)'s attorney-in-fact, such power being coupled with an interest, with full authority in the place and stead of the Dealer and in the name of the Dealer or otherwise, for the sole purpose of (a) preparing, executing and filing in the Dealer s name on any original claim forms, motor vehicle / motorsport title forms (and related documents), motor vehicle / motorsport lien assignment forms and other such motor vehicle/ motorsport lien forms (hereinafter referred to collectively as ("Motor Vehicle Forms") as the Attorney may deem necessary pertaining to those Vehicles in which Dealer has sold the retail installment sales contract or installment loan agreement (singularly herein referred to as "Contract" or plurally as "Contracts") for such vehicle(s) to Ironhorse Funding LLC under the Recreation Dealer Agreement entered into by and between Dealer and Ironhorse Funding LLC (b) exercising the rights of Dealer against such vehicles and under the related Contract(s), and (c) taking any action necessary to secure Attorney's lien interest in the vehicle(s). The Dealer agrees that the Attorney will not be responsible for any error, negligence, or for any sort of act or omission not amounting to gross negligence or willful misconduct and the Dealer will indemnify, defend and hold the Attorney harmless from any and all actions, claims, demands or liabilities for any nature whatsoever which the Dealer may have or will have against the Attorney arising out of the performance of its functions for and on behalf of the Dealer pursuant to this Irrevocable Power of Attorney.

IN WITNESS WHEREOF, The Dealer has caused this instrument to be executed by a duly authorized representative effective as of the date set forth below.

Dealership Name (Print): _____

As agreed:

By: _____

Title: _____

Dated: _____

DEALER COMPLIANCE GUIDELINES

Ironhorse Funding LLC (“IHF”) and the Dealerships with which it has contractual relationships (the “Dealers”) operate in an increasingly complex environment of federal, state, and local oversight. IHF requires the Dealers to be aware of, and comply with, the numerous laws and regulations that govern your workforce, from broader federal regulations to policies that apply to specific jobs. Educating your workforce about key compliance issues and getting acknowledgment that employees have received and understood this information, is not only important, but also legally necessary.

Below are the rules and regulations for you and your Dealership.

1. Gramm-Leach-Bliley Act.
 - a. The Act was set up to protect the privacy of consumer information, and sets the standards for privacy notices, opt-out notices, and how nonpublic personal information can be used or disclosed.
 - b. <https://www.ftc.gov/tips-advice/business-center/privacy-and-security/gramm-leach-bliley-act>
2. Disposal Rule.
 - a. Customers’ sensitive information derived from consumer reports must be securely destroyed.
 - b. <https://www.ftc.gov/tips-advice/business-center/guidance/disposing-consumer-report-information-rule-tells-how>
3. Magnuson-Moss Warranty Act.
 - a. This act requires Dealerships to provide clear warranty instructions, and to be clear about the integrity of its vehicles and its commitment to correct problems when a vehicle fails in any way. This applies to both express and implied or “as is” warranties.
 - b. <https://www.ftc.gov/tips-advice/business-center/guidance/businesspersons-guide-federal-warranty-law>
4. Used-Car Rule.
 - a. Buyer’s Guides must include the proper additional disclosures and include language that is specific to your sales process. This applies whether you are selling cars, motorcycles, powersports, RV’s, or marine units.
 - b. <https://www.ftc.gov/tips-advice/business-center/guidance/answering-DEALERS-questions-about-revised-used-car-rule>
5. Regulation Z.
 - a. Regulation Z requires you to ensure that credit terms are disclosed so consumers can easily compare credit terms using plain and specific language.
 - b. <https://www.consumerfinance.gov/rules-policy/regulations/1026/>
6. Equal Credit Opportunity Act.
 - a. This regulation prohibits practices that discriminate and was enacted to promote the availability of credit to all credit-worthy applicants without regard to race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to contract).
 - b. <https://www.consumerfinance.gov/compliance/compliance-resources/other-applicable-requirements/equal-credit-opportunity-act/>
7. Fair Lending.
 - a. The Dealership prohibits considering race, color, national origin, religion, sex, familial status or disability when applying for credit.
 - b. <https://www.fdic.gov/resources/supervision-and-examinations/consumer-compliance-examination-manual/documents/4/iv-1-1.pdf>
8. Fair Credit Reporting Act.
 - a. This Act covers privacy and security around the ways your Dealership protects information from – and reports information back – to Consumer Reporting Agencies. The intricacies of FCRA also cover how you manage employee background checks.

- a. <https://www.ftc.gov/tips-advice/business-center/privacy-and-security/credit-reporting>
9. Credit Practices Rule.
 - a. The Credit Practices Rule details your responsibilities as it relates to fair contract provisions such as ensuring that co-signers clearly understand their liabilities or when late fees will be charged.
 - b. <https://www.ftc.gov/tips-advice/business-center/guidance/complying-credit-practices-rule>
10. Federal Advertising Laws/Truth-In-Advertising.
 - a. Advertising must be non-deceptive and truthful. Any mention of financing or terms must trigger certain disclosure statements and advertisers must have evidence to back up any claim. The burden of proof for advertising claims is on the DEALER and advertising cannot be unfair. Unfair advertising is described as that which would "...substantially injure customers, violate established public policy, be unethical or unscrupulous."
 - b. <https://www.ftc.gov/news-events/media-resources/truth-advertising>
11. Red Flags Rule.
 - a. As a creditor, your Dealership must have an identity theft program in place. Your Dealership must implement a written identity theft prevention program designed to detect the "red flags" of identity theft in your day-to-day operations, take steps to prevent the crime, and mitigate its damage.
 - b. <https://www.ftc.gov/tips-advice/business-center/guidance/fighting-identity-theft-red-flags-rule-how-guide-business>
12. Office of Foreign Assets Control (OFAC).
 - a. In support of freezing terrorists' assets, you are required to check your customers' names against the Specially Designated Nationals List (SDN List). The SDN List is comprised of "individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific."
 - b. <https://home.treasury.gov/policy-issues/financial-sanctions/faqs>

Protect your Dealership from regulatory fines and legal actions by adhering to the above regulations as recommended by Ironhorse Funding LLC.

Your signature below acknowledges that, to the best of your knowledge, your Dealership is in compliance with the above applicable laws and regulations and that you will continue to comply therewith. IHF reserves the right to terminate any agreement between IHF and any Dealer for failure to comply.

(Signature of Corporate Officer)

