Supplemental Dealer Terms and Conditions

Last Updated: April 20, 2020

These Supplemental Dealer Terms and Conditions (these **"Supplemental Dealer Terms"**), supplements that certain OK'd Loans Dealer Agreement (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **"Home Improvement Dealer Agreement"** and, together with these Supplemental Dealer Terms, collectively, the **"Agreement"**), by and between you (**"Dealer"**) and Program Administrator, as the administrator of the OK'd Loans Loan Program (the **"Program"**).

In addition to these Supplemental Dealer Terms, Dealer may enter into other agreements with Program Administrator that will govern Dealer's use of the Program offered on behalf of the Funding Banks. If there is any contradiction between these Supplemental Dealer Terms and another agreement Dealer enters into with Program Administrator applicable to specific aspects of the Program (including the Home Improvement Dealer Agreement), the other agreement shall take precedence in relation to the specific aspects of the Program to which such other agreement applies.

1. DEFINITIONS

Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Agreement. As used in these Supplemental Dealer Terms, the following terms have the following meanings:

"Agreement" has the meaning set forth in the introductory paragraph.

"Audit Rights is defined in Section 5.1

"Confidential Information" is defined in Section 12.1.

"Dealer" has the meaning set forth in the introductory paragraph

"Dealer Agents" is defined in Section 2.1.

"Dealer Authorized Users" is defined in Section 6.1.

"Dealer Portal Usage" is defined in Section 6.1.

"Disclosing Party" is defined in Section 12.1.

"Dispute" is defined in Section 11.1.

"Dispute Notice" is defined in Section 11.1.

"Force Majeure Event" is defined in Section 9.1.

"Home Improvement Dealer Agreement" has the meaning set forth in the introductory paragraph.

"Indemnified Party" is defined in Section 10.4.

"Indemnifying Party" is defined in Section 10.4.

"Investor Parties" is defined in Section 3.2.

"Marks" is defined in Section 8.3.

"Notice of Claim" is defined in Section 10.4.

"Partners" is defined in Section 3.2.

"Permitted Purpose" is defined in Section 12.1.

"Portal Limited Use License" is defined in Section 6.1.

"Program" has the meaning set forth in the introductory paragraph.

"Project Data" is defined in Section 3.1.

"Program Materials" is defined in Section 7.1.

"Receiving Party" is defined in Section 12.1.

"Supplemental Dealer Terms" has the meaning set forth in the introductory paragraph

"Training Program" is defined in Section 2.1.

"Training Quiz" is defined in Section 2.3.

"Update" is defined in Section 7.2.

2. TRAINING PROGRAM: DEALER TRAINING AND SUPPORT

2.1. Program Administrator will provide a reasonable number of Dealer's employees, agents, representatives and/or Dealer Resellers (as applicable, and together, the **"Dealer Agents"**) with training on the Program from time to time (the **"Training Program"**) and will designate an account manager to provide Dealer and all participating Dealer Agents with such training and ongoing support. The Training Program will include:

2.1.1. An overview of the Program;

2.1.2. Review of form agreements and required documents, including the Credit Application and Loan Agreement;

2.1.3. Review of software tools for contractors and homeowners provided in connection with the Program, including the Customer Application Pathway;

2.1.4. Review of the loan origination and funding process and requirements in the Program;

2.1.5. Review of the marketing and positioning of the Program to Customers; and

2.1.6. Review of pertinent policies, regulations, procedures and compliance matters that govern the Program.

2.2. Dealer Agents may be required to engage in training recertification annually, when changes are made to the Program or Applicable Law or as deemed necessary by Program Administrator in its sole discretion.

2.3. If required by Program Administrator, all such Dealer Agents are required to complete the training and obtain a passing score on the Program training quiz (**"Training Quiz"**) to gain access to the Portal and participate in the Program. Dealer will provide Program Administrator with reasonable access into Dealer's sales meetings, marketing events, and other business development meetings, in each case, for the purpose of providing the training and support described hereunder. Further, Dealer shall provide Program Administrator with access to all records and information regarding any Dealer Agent in connection with a Credit Application, a Loan or the Program for the purpose of determining whether such Dealer Agent has complied with the Agreement. Program Administrator reserves the right to remove any Dealer Agent who fails to comply with the applicable terms and standards of performance set forth in the Agreement.

2.4. For the avoidance of doubt, Dealer Resellers may only be provided with access to the Portal as follows: (a) Dealer shall submit for review and approval a list of proposed Dealer Resellers, including full corporate names and addresses; (b) Program Administrator shall provide written consent (including via email) for each such Dealer Reseller, such consent not to be unreasonably withheld, conditioned or delayed; provided, that Program Administrator shall use commercially reasonable efforts to provide its consent or rejection with respect to each proposed Dealer Reseller as soon as reasonably practicable, and (c) each Representative of an approved Dealer Reseller that is performing services in connection with the Program shall pass the Training Quiz as set forth above.

3. PROJECT DATA

To the extent Dealer collects, or is required to collect, such information, Dealer shall provide to Program Administrator the information as outlined in this Section.

3.1. Project Data. Upon Program Administrator's request, Dealer shall provide documentation listed in the following table (**"Project Data"**), which may correspond to the adjacent activity, to Program Administrator for each Loan Agreement as necessary for the fulfillment of the obligations set forth in the Agreement, or as required by Applicable Law. The Required Documentation will be provided in its native format (generally .pdf, .doc, .docx, .xlsx, .jpeg, .png, or .tif). Dealer will use commercially reasonable efforts to ensure that the Project Data is provided in easily readable and text searchable format.

Activity	**Documentation**
Site Audit	Audit Form
Repair History	Within 30 calendar days of performing a repair on each Eligible Product
Warranty Claims History	Within 30 calendar days of processing a warranty claim for each Eligible Product
Sale	Invoice or Eligible Product purchase
Proof of Project Completion	Photos of Completed Eligible Product
Customer Feedback	Any feedback on an Eligible Product from a Customer

3.2. Data and Documentation Sharing; Additional Information Requests. Notwithstanding anything to the contrary in the Agreement, Program Administrator shall be permitted to share (a) the Project Data, (b) the Required Documentation or (c) any other documentation uploaded to the Portal or otherwise shared with Program Administrator under the Agreement with the applicable Funding Provider, its investors (or prospective investors), institutional financing partners, and their (or Program Administrator's) respective independent engineers (collectively, **"Investor Parties"**) as well as other business associates and consultants engaged by Program Administrator on behalf of the Funding Providers (**"Partners"**) solely for the purpose of evaluating a transaction related to the Loan Agreements, in each case, subject to and except to the extent prohibited by Applicable Law. Any parties that receive information under this Section shall be obligated to maintain the confidentiality of any Dealer Confidential Information that they receive with restrictions similar to the confidentiality and nondisclosure restrictions set forth in Section 12. Furthermore, Dealer agrees that, subject to reasonable notice by Program Administrator, Dealer shall respond to additional information requests and to interviews with Program Administrator, Funding Providers, Investor Parties and Partners. Funding Providers shall retain full data rights to any consumer data in their lending operations or systems.

3.3. Dissemination. Program Administrator may make available any Project Data for any Eligible Product to the applicable Note Holder or any related Assigned Lenders, but will not provide any related Customer Information. Each Party shall retain its full rights to use and share the Project Data in any manner so long as it does not reveal Customer Information.

4. INSURANCE

4.1. Requirements. During the Term and thereafter for so long as Dealer has any obligations with respect to the Program, in addition to any requirements set forth as to any Subcontractor, Dealer shall, at its own cost and expense, procure from an

insurance company or companies rated "A VIII" or higher by A.M. Best or otherwise acceptable to Program Administrator acting on behalf of and under the direction and control of the Funding Providers, and maintain in full force and effect for the entire period of the Agreement, general liability insurance and workers' compensation insurance in such amounts and in such forms as are commercially reasonable for a business of Dealer's nature, as reasonably determined by Program Administrator.

4.2. Additional Insured. If reasonably requested by Program Administrator or any Funding Provider, Program Administrator and/or such Funding Provider shall be named as additional insureds under each insurance policy maintained by Dealer, unless doing so would materially increase Dealer's insurance costs.

4.3. Certificate of Insurance. If reasonably requested by Program Administrator acting on behalf of the Funding Providers, Dealer shall furnish to Program Administrator certificates of insurance evidencing the insurance coverage required pursuant to this Section 4 and any renewals thereof. Any failure by Dealer to provide Program Administrator with the requisite certificates of insurance shall not be deemed a waiver of any right of Program Administrator under the Agreement.

4.4. Non-Renewal. Dealer shall notify Program Administrator if any required insurance policy is not renewed within fifteen (15) calendar days of non-renewal.

5. ONGOING DILIGENCE; AUDIT RIGHTS

5.1. Program Administrator reserves the right to evaluate Dealer's continual participation in the Program. Dealer authorizes Program Administrator, on behalf of the Funding Providers, to obtain business credit reports and engage in credit checks from time to time. In addition, Dealer grants to Program Administrator the right to directly or indirectly audit any Eligible Product, or corresponding Customer data and documentation, for which a Funding Provider has a Closed Loan to ensure that Dealer is in compliance with the terms of the Agreement (**"Audit Rights"**) and as needed in order to pursue, as a Funding Provider, additional or lower cost sources of capital, subject to the requirements relating to Audits set forth in Section 4.7.5 of the Agreement. Audit Rights will continue for the length of time the Loan associated with an Eligible Product is outstanding. Any such Audit shall be limited solely to Dealer's offerings under the Program, specifically Loans from a Funding Provider to finance the purchase of an Eligible Product from Dealer, and shall not include access to any information that is not directly related to a Credit Application, a Loan, an Eligible Product or the Program.

6. PORTAL USAGE AND FEEDBACK

6.1. Portal Usage. During the Term, Program Administrator will make available access to the Portal to Dealer for the exclusive purposes of (a) facilitating the logging and tracking of Customer Information in accordance with the terms and conditions of the Agreement, (b) executing actions strictly necessary to apply for, process and execute Loans, (c) sending or receiving notifications or other information related to the Loan to or from Customers and (d) uploading or downloading, as the case may be, the Required Documentation, Project Data and other documentation, all of the aforementioned (**"Dealer Portal Usage"**) conducted in accordance with the policies and procedures established by Funding Providers in the Program. Dealer (i) will send Program Administrator a written list of individual Dealer Agents requiring access to the Portal (**"Dealer Authorized Users"**), including name, title, sales territory and any other information that Program Administrator deems necessary prior to providing such Dealer Agents with access to the Portal and (ii) shall regularly update such list. Program Administrator grants to Dealer and Dealer Authorized Users during the Term only a limited, non-exclusive license to use the Portal exclusively for the purposes expressly set forth above (**"Portal Limited Use License"**). No usage by Dealer or Dealer Authorized Users of the Portal other than under the Portal Limited Use License is permitted by the Agreement. Dealer will use strict procedures to ensure that Dealer Authorized Users do not share login credentials or passwords and use the Portal in compliance with Dealer Portal Usage. Furthermore, Dealer shall provide to Program Administrator on a periodic basis, but not less frequently than once per calendar quarter, specific feedback on the interface, features, functionality, and usability of the Portal, which feedback, if implemented in the Portal or other technology used in the Program, will be the property of Program Administrator. Program Administrator will not be required to make any improvements or changes suggested by Dealer, but will use commercially reasonable efforts to generally improve the effectiveness of the Portal.

6.2. Program Feedback. Dealer agrees to update Program Administrator on general customer reception and feedback regarding the Program and such other marketing-related information related to the Program as Program Administrator may reasonably request.

7. PROGRAM API AND MATERIALS

7.1. Program Administrator shall maintain the Program API in a commercially reasonable manner that, at a minimum, satisfies then-current generally accepted industry standards in the information systems and e-commerce industries. Program

Administrator will deliver certain technology, documentation and materials to Dealer as the parties may agree from time to time (collectively, the **"Program Materials"**).

7.2. From time to time, Program Administrator may, in its sole discretion, release updates, upgrades, modifications, enhancements, supplements or new releases of any of the Program Materials, the Program API and the Portal (each, an "**Update**"). Program Administrator will use commercially reasonable efforts to notify Dealer in advance of any Update that will require Dealer to modify for continued use with the Program Materials, the Program API and the Portal. Dealer will use commercially reasonable efforts to promptly implement each Update.

7.3. Dealer shall only use the Program API and the Program Materials, and all data resulting from the use of the Program API and the Program Materials solely to provide and promote the Program as set forth in Section 2.1 of the Home Improvement Dealer Agreement. Dealer may not use the Program Materials or any data resulting from the use of the Program Materials for any other purpose.

8. INTELLECTUAL PROPERTY

8.1. Intellectual Property Rights. As between the Parties, Program Administrator retains and reserves all rights, title and interest in and to all inventions, works of authorship, trade secrets, know-how, ideas, techniques, concepts, algorithms, data, formats, code, platforms, functionality, interfaces, documents, technology and other intellectual property or proprietary information related to the Portal, the Customer Application Pathway and the Program. No rights are granted to Dealer hereunder other than as expressly set forth herein.

8.2. Portal Restrictions. Dealer will not directly, or indirectly through any affiliate, agent or other Third Party: (a) sell, lease, license or sublicense the Portal to any Third Party; (b) decompile, disassemble or reverse engineer the Portal or the Customer Application Pathway, in whole or in part; (c) write or develop any derivative software or any other software program based upon the Portal, the Customer Application Pathway or any Confidential Information of Program Administrator; (d) use the Portal to provide lending services to third parties, or otherwise use the Portal on a "service bureau" basis; or (e) provide, disclose, divulge or make available to, or permit use of the Portal by, any Third Party without Program Administrator's prior written consent.

8.3. Limited Scope Trademark License. Subject to the Parties' compliance with the terms and conditions of the Agreement, each Party grants to the other a non-exclusive, non-transferable, non-sublicensable right and license during the Term to display the grantor's trademarks, servicemarks, trade names and trade dress (collectively for either Party, the **"Marks"**) in connection with the Program. All uses of the Marks shall inure solely to the benefit of the grantor. Neither Party shall acquire any right, title or interest in the other Party's Marks or any goodwill associated therewith. All rights and title in the Marks are and shall be exclusively owned by the grantor, and any rights not expressly granted therein and thereto are reserved to the grantor. Approval of use of the Marks of either Party shall follow the approval process for marketing and branding materials set forth in Section 5.2 of the Home Improvement Dealer Agreement. The Parties shall not directly or indirectly contest the validity of the Marks of the other Party or the right and title of grantor therein and thereto anywhere in the world.

9. FORCE MAJEURE

9.1. Force Majeure Events. Each Party shall promptly notify the other Party in writing of any delay or anticipated delay in its performance of the Agreement due to a Force Majeure Event, and the reason for and anticipated length of the delay. In the event of any Force Majeure Event, the affected Party shall (a) exercise all commercially reasonable efforts to bring the situation caused by the Force Majeure Event under control and mitigate the extent, duration, and impact of such Force Majeure Event; (b) provide periodic notices to the other Party with respect to its actions and plans for actions in accordance with (a) above; (c) promptly notify the other Party of the cessation of the Force Majeure Event giving rise to it being excused from performance; and (d) promptly resume its performance under the Agreement as soon as possible after the cessation of the relevant Force Majeure Event. **"Force Majeure Event"** shall mean, when used in connection with the performance of a Party's obligations under the Agreement, any act or event (to the extent not caused by such Party or its Representatives) that is unforeseeable, or being foreseeable, unavoidable and outside the reasonable control of the Party that invokes it, and which delays such Party's performance of its obligations under the Agreement or renders such Party unable to comply, totally or partially, with its obligations under the Agreement, including: war (whether or not declared), riot, acts of the public enemy including terrorism; acts of God, including storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, fires, excessive wind speeds; sabotage or destruction by a Third Party (other than any vendor or contractor retained by or on behalf of the Party) of facilities and equipment; and strikes (whether local, regional, national or sectorial) or similar industrial or labor actions or disputes.

9.2. Excused Performance. Each Party shall be excused for any delays or defaults in the performance of its obligations under the Agreement (other than the timely payment of amounts due under the Agreement prior to the occurrence of the applicable Force Majeure Event) that are the result of a Force Majeure Event and shall be entitled to a reasonable extension of time for such delays.

10. INDEMNIFICATION

10.1. General Indemnity. Each Party shall fully indemnify and hold harmless the other Party and its Representatives from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages and reasonable and documented out-of-pocket costs and expenses (including reasonable and documented out-of-pocket attorneys' fees) of any kind whatsoever, incurred by such other Party or its Representatives that are caused by or result from (a) gross negligence, bad faith or willful misconduct of the Indemnifying Party or any of its Representatives in connection with the Agreement, (b) a breach by the Indemnifying Party of its obligations, covenants, representations or warranties contained herein, (c) a breach of a Home Improvement Agreement or (d) the failure of the Indemnifying Party or its Representatives to perform their respective obligations or duties owed to a Customer pursuant to any agreement, warranty, guaranty, Applicable Law or otherwise, including, without limitation, any violation of any consumer lending law; provided, that neither Party nor its Representatives shall be entitled to indemnification for any losses hereunder to the extent resulting from such Party's or Representative's own gross negligence, bad faith or willful misconduct.

10.2. Intellectual Property Indemnity. Each Party shall fully indemnify and hold harmless the other Party and its Representatives from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages and reasonable and documented out-of-pocket costs and expenses (including reasonable and documented out-of-pocket attorneys' fees) of any kind whatsoever arising from or relating to infringement or misappropriation by such Party (or any Subcontractor) of any patent, copyright, trade secret, trademark, service mark, trade name or other intellectual property right of the other Party or of any Third Party in connection with the Agreement.

10.3. Liquidated Damages. If a Loan is cancelled or otherwise becomes unenforceable, in each case, as a result of (a) a breach of a Home Improvement Agreement by Dealer or its Representatives, (b) the failure of Dealer or its Representatives to perform their respective obligations or duties owed to a Customer pursuant to any agreement, warranty, guaranty, Applicable Law or otherwise, or (c) the gross negligence, bad faith or willful misconduct of Dealer or its Representatives, then Dealer shall pay to Program Administrator liquidated damages in an amount equal to (i) the outstanding principal balance of such Loan plus (ii) all accrued and unpaid interest on such Loan. The Parties agree that quantifying losses arising from Dealer's actions is inherently difficult insofar as such actions may impact Program Administrator's reputation or a Funding Provider's reputation or funding availability, and further stipulate that the agreed upon sum is not a penalty, but rather a reasonable measure of damages, based upon the Parties' experience in the industry and given the nature of the losses that may result from such actions.

10.4. Notice of Claim. If a claim is brought against a Party (the **"Indemnified Party"**) and such claim may give rise to indemnification hereunder, the Indemnified Party shall notify the other Party (the **"Indemnifying Party"**) in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Party has knowledge of the facts constituting the basis for such claim (the **"Notice of Claim"**). Such Notice of Claim shall specify all facts known to the Indemnified Party giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

10.5. Indemnity Procedure. The Indemnifying Party shall be entitled to participate in, and, unless in the opinion of counsel for the Indemnifying Party a conflict of interest between the Parties may exist with respect to such claim, assume the defense of such claim, with counsel reasonably acceptable to the Indemnifying Party. If the Indemnifying Party does not assume the defense of the Indemnified Party, or if a conflict precludes the Indemnifying Party from assuming the defense, then the Indemnifying Party shall reimburse the reasonable and documented out-of-pocket fees and expenses incurred by the Indemnified Party on a monthly basis for the Indemnified Party's defense through separate counsel of the Indemnifying Party's choice. Even if the Indemnifying Party assumes the defense of the Indemnified Party with acceptable counsel, the Indemnified Party, at its sole option, may participate in the defense, at its own expense, with counsel of its own choice without relieving the Indemnifying Party of any of its obligations hereunder.

11. DISPUTE RESOLUTION

11.1. Good Faith Negotiations. In the event that any question, dispute, difference or claim arises out of or relates to the Agreement, including any question regarding its existence, validity, performance or termination (a **"Dispute"**), upon notice from either Party (including, for purposes of this provision, any Funding Provider) to the other Party of such Dispute (a

"Dispute Notice"), senior management personnel from the Parties shall meet and diligently attempt in good faith to resolve the Dispute for a period of thirty (30) calendar days following the receipt of such Dispute Notice. If any Party refuses or fails to meet, or the Dispute is not resolved by negotiation, the arbitration provision of Section 11.2 shall apply.

11.2. Arbitration. Any Dispute that is not resolved within the applicable notice or cure periods provided in the Agreement may be submitted to binding arbitration. The arbitration hearing(s) and all related proceedings shall be conducted in Alameda County, California and shall be administered by either AAA or JAMS, at the option of the Party (including, for purposes of this provision, any Funding Provider) demanding submission to arbitration. All proceedings by arbitration shall be pursuant to the Rules and Procedures of the arbitration administrator selected. The submitting Party shall submit such Dispute to arbitration by providing a written demand for arbitration to the other Party. The Parties agree that any arbitrated matter will be handled by a single arbitrator with significant commercial contract resolution experience to be mutually selected by the Parties, pursuant to the Rules and Procedures of the arbitration administrator. The decision of the arbitrator shall be in writing, final, and binding on the Parties. Any award may be enforced by any Party, as applicable, in a court of competent jurisdiction. The award shall include interest from the date of any damages incurred, and from the date of the award until paid in full, at the rate of the lesser of (a) the rate per annum equal to the rate published by the *Wall Street Journal* as the "prime rate" on the date on which such interest begins to accrue plus one percent (1%) and (b) the maximum rate allowed by Applicable Law. The Parties agree that the venue for determination of any matter in connection with any such Dispute shall remain in Alameda County, California and that the applicable law for the determination shall be the laws of the State of California. The Parties specifically agree that the Party prevailing in arbitration of any such Dispute shall be awarded its reasonable and documented out-of-pocket attorneys' fees, expert fees, expenses and costs, as incurred in connection with the Dispute, including all reasonable and documented out-of-pocket fees and costs incurred prior to the written demand for arbitration or rejection notice, as arising from the Dispute. Nothing in the Agreement shall preclude any Party from seeking provisional or equitable remedies from a court of appropriate jurisdiction.

11.3. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT OR PUNITIVE DAMAGES AS A RESULT OF A BREACH OF THE AGREEMENT.

12. CONFIDENTIALITY; NONDISCLOSURE

12.1. Each Party (the **"Receiving Party"**) shall not divulge, disclose, produce, publish, or permit access to, without the prior written consent of the other Party (the **"Disclosing Party"**), any confidential information of the Disclosing Party. For purposes of this Section 12.1, when "Receiving Party" or "Disclosing Party" refers to Program Administrator, such term shall also include the Funding Providers. **"Confidential Information"** includes the terms and conditions of the Agreement, all business plans, designs, drawings, specifications, techniques, models, data, documentation, source code, object code, diagrams, flow charts, research, development, processes, procedures, know-how, manufacturing, development or marketing techniques and materials, development or marketing timetables, strategies and development plans, customer, supplier or personnel names and other information related to customers, suppliers or personnel, pricing policies and financial information, and other information of a similar nature, whether or not reduced to writing or other tangible form, and any other trade secrets, in each case, where designated as "confidential" by the Disclosing Party. It is expressly understood that any and all information relating to a current, prospective or former consumer disclosed in connection with the Permitted Purpose will be held by the Receiving Party as Confidential Information and, to the extent that such information may be considered Customer Information, the Receiving Party will not gather, store, log, use or otherwise retain any Customer Information in any manner and will not disclose, distribute, sell, share, rent or otherwise transfer any Customer Information to any Third Party, except as expressly directed in advance in writing by the Disclosing Party. "Confidential Information" does not include (a) information known to the Receiving Party prior to obtaining the same from the Disclosing Party; (b) information in the public domain at the time of disclosure by the Receiving Party; or (c) information obtained by the Receiving Party from a Third Party who did not receive the same, directly or indirectly, from the Disclosing Party. The Receiving Party shall use the standard of care that the Receiving Party uses to preserve its own Confidential Information, but in no case less than a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Notwithstanding anything herein to the contrary, the Receiving Party has the right to disclose Confidential Information without the prior written consent of the Disclosing Party: (1) as required by any court or other Governmental Authority, or by any securities exchange on which the shares of any Party are listed, (2) as otherwise required by Applicable Law, (3) as required in connection with any government or regulatory filings, including filings with any regulating authorities covering the relevant financial markets, (4) to its attorneys, accountants, financial advisors or other agents, in each case, bound by fiduciary or contractual confidentiality obligations that are at least as stringent as those contained in the Agreement, (5) to banks, investors and other financing sources and their advisors, in each case, bound by confidentiality obligations; or (6) in connection with an actual or prospective merger or acquisition or similar transaction where the party receiving the Confidential Information is bound by fiduciary or contractual confidentiality obligations that are at least as stringent as those

contained in the Agreement (each, a **"Permitted Purpose"**). If the Receiving Party believes that it will be compelled by a court or other Governmental Authority to disclose Confidential Information of the Disclosing Party, to the extent permitted, the Receiving Party shall give the Disclosing Party prompt written notice so that the Disclosing Party may determine whether to take steps to oppose such disclosure. A Party shall (i) promptly notify the other Party of any actual or suspected unauthorized access to Customer Information of any Customer that has applied for or received a Loan or any breach in security measures or systems for the protection of such Customer Information and (ii) take appropriate action to prevent further unauthorized access or cure such breach. The Parties shall cooperate to remediate any such breach and the Party that is the subject of such breach shall pay all related expenses of the other Party associated with such breach and shall provide any notices regarding such unauthorized access to appropriate law enforcement agencies and government regulatory authorities or affected Customers as Program Administrator, at the direction and control of the Funding Providers, in its sole discretion, deems appropriate.

12.2. Upon the expiration or termination of the Agreement or upon the Disclosing Party's request, the Receiving Party shall return all Confidential Information to the Disclosing Party, or at the Disclosing Party's option, destroy all Confidential Information and provide within ten (10) calendar days of the Disclosing Party's request, a written certification signed by an officer of the Receiving Party, certifying that all Confidential Information in all formats, including without limitation, paper, electronic and disk form, have been returned or destroyed, as the case may be. The provisions of this Section 12.2 will not apply to Confidential Information or copies thereof which are required to be made, retained and stored by the Receiving Party or its Representatives according to provisions of Applicable Law; provided, that any such retained Confidential Information or copies thereof shall remain subject to the confidentiality obligations set forth herein.

13. INFORMATION SECURITY

13.1. Neither Party shall disclose, and each Party shall take all commercially reasonable measures to protect, Customer Information to (a) any Third Party or (b) any employee, officer, partner or director of Dealer who is not engaged in the implementation and execution of the Program and having a need to know such information for Dealer to perform its obligations under the Agreement. Neither Party shall retain, in any format, electronic or otherwise, any Customer Information beyond what is required pursuant to the Agreement. Without by implication limiting the foregoing, if either Party allows individuals to submit personal identifying information via the Internet, such Party shall adopt and maintain a comprehensive privacy policy with respect to its handling of such personal information and such Party's privacy policy shall be available on such Party's Internet web sites.

13.2. Dealer shall keep confidential and not disclose to any person or entity (except to employees, officers, partner or director of Dealer who are engaged in the implementation and execution of the Program) all information, software, systems and data, that Dealer receives from Program Administrator or from any other source relating to the Program and matters that are subject to the terms of the Agreement and shall use, and cause to be used, such information solely for the purposes of the performance of Dealer's obligations under the terms of the Agreement.

13.3. Program Administrator will keep confidential and not disclose to any person or entity (except the Funding Providers or the employees, officers, agents or directors of Program Administrator, its subsidiaries, affiliates or its designees who are engaged in the implementation and execution of the Program) any information that Program Administrator receives from Dealer that is designated confidential by Dealer. However, nothing in the Agreement shall limit Program Administrator's or the Funding Providers' rights to (a) report information regarding Customers to consumer and commercial credit reporting agencies and credit bureaus to the extent permitted by the Loan Agreement and other agreements with the Customer or by Applicable Law, (b) share Customer Information with third-party service providers in the ordinary course of business for the purpose of administering the Program, (c) disclose Customer Information or any segment thereof to actual and potential third party lenders that are bound by customary confidentiality obligations with respect to such data or (d) in the event a Loan or any part thereof is sold or assigned, Program Administrator and the applicable Funding Provider may disclose any information reasonably necessary or required to effectuate such sale or assignment.

13.4. Each of Dealer and Program Administrator, on behalf of the Funding Providers, agrees that it has developed, implemented and will maintain at all relevant times contemplated by the Agreement effective information security policies and procedures that include administrative, technical and physical safeguards designed to (a) ensure the security and confidentiality of Customer Information, (b) protect against anticipated threats or hazards to the security or integrity of Customer Information, (c) protect against unauthorized access or use of Customer Information and (d) ensure the proper disposal of Customer Information. All personnel handling Customer Information shall be appropriately trained in the implementation of such information security policies and procedures. Each Party shall regularly audit and review its information security policies and procedures and systems to ensure their continued effectiveness and determine whether adjustments are necessary in light

of circumstances including, without limitation, changes in technology, customer information systems or threats or hazards to Customer Information.

13.5. Each Party shall promptly notify the other Party of any unauthorized access of Customer Information or any breach in security measures or systems for the protection of Customer Information and take appropriate action to prevent further unauthorized access or cure such breach. Each Party shall cooperate with the other Party, and shall pay all related expenses, provide any notices regarding such unauthorized access to appropriate law enforcement agencies and government regulatory authorities, affected applicants and Customers, as the other Party (in the case of Administrator, at the direction and control of the Funding Providers), in its sole discretion, deems appropriate.

13.6. Each Party agrees that the other Party (in the case of Program Administrator, at the direction and control of the Funding Providers) may, during regular business hours and subject to as much advance notice as is practicable, but in any case not less than ten (10) business days' prior notice, review and audit such Party's information security policies, procedures and systems to verify their adequacy for protection of Customer Information. Each Party will correct promptly any weakness in such policies, procedures or systems identified by the other Party in its reviews thereof.

14. MISCELLANEOUS

14.1. For Dealers operating in New Jersey. If Dealer offers Eligible Products to Customers located in the state of New Jersey, Dealer represents and warrants that Dealer will comply with the New Jersey Consumer Fraud Act (N.J.S.A. 56: 8-1, et seq.), the New Jersey Contractors' Registration Act (N.J.S.A. 56:8-136 et seq.), the New Jersey Contractor Registration Regulations (N.J.A.C. 13:45A-17.1 et seq.), and the New Jersey Home Improvement Regulations (N.J.A.C. 13:45A-16.1 et seq.). In the event Program Administrator learns that Dealer has failed to comply with this Section 14.1, Program Administrator will terminate the Agreement and may seek any other remedies available under the Agreement or otherwise.

14.2. Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of the Agreement.

14.3. Remedies Cumulative. All of the rights and remedies of either Party under the Agreement are cumulative of each other and of any and all other rights at law or in equity, and the exercise by a Party of any one or more of such rights and remedies shall not preclude the simultaneous or later exercise by such Party of any or all such other rights and remedies. No single or partial exercise of any right or remedy shall exhaust it or preclude any other or further exercise thereof, and every right and/or remedy may be exercised at any time and from time to time. No failure by either Party to exercise, nor delay in exercising, any right or remedy, including, but not limited to, the right to demand obligations due under the Agreement, shall operate as a waiver or relinquishment of such right or remedy.

14.4. Notices. Any notice, request, demand or other communication required or permitted under the Agreement shall be deemed to be properly given by the sender and received by the addressee if made in writing and (a) if personally delivered; (b) three (3) calendar days after deposit in the mail if mailed by certified or registered air mail, post prepaid, with a return receipt requested; or (c) if sent electronically by facsimile or email or through the Portal with confirmation. All notices to Program Administrator shall be sent to the address set forth below or to such other addresses, fax numbers or e-mail address as Program Administrator may advise Dealer in writing. Notices to Dealer shall be sent to Dealer's postal or street address, fax number or e-mail address set forth in the dealer application or such other address and fax number as Dealer may advise Program Administrator in writing.

If to Program Administrator:

OK'd Loans, Inc.
102 N Main St. Suite 107
Old Forge PA 18518

14.5. Publicity. The Parties shall jointly agree upon the necessity and content of any press release in connection with the matters contemplated by the Agreement. Any other publication, news release or other public announcement by a Party relating to the Agreement or to the performance hereunder shall first be reviewed and consented to in writing by the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

14.6. Validity. The invalidity, in whole or in part, of any provisions hereof shall not affect the validity of any other provisions hereof.

14.7. Headings. The headings in the Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of the Agreement.

14.8. Modifications. Program Administrator, acting on behalf of the Funding Providers, may modify these Supplemental Dealer Terms by providing at least sixty (60) days' prior written or electronic notice to Dealer; provided, that notwithstanding anything in these Supplemental Dealer Terms to the contrary, to the extent such modification is required to comply with Applicable Law, Program Administrator, acting on behalf of the Funding Providers, may modify these Supplemental Dealer Terms immediately upon written or electronic notice to Dealer. Dealer's continued participation in the Program after the effective date of any such modification will constitute Dealer's acceptance of the modified terms and Dealer's agreement to be bound by them. If Dealer does not want to accept such modifications, it must not submit any credit applications subsequent to such effective date and must advise Program Administrator in writing of its decision. For the avoidance of doubt, any such modification shall be applicable with respect to Credit Applications received on or after the effective date of such modification and shall not apply to Credit Applications received or Closed Loans funded, in each case, prior to such effective date. Notwithstanding the foregoing, modifications to these Supplemental Dealer Terms that are applicable only to Dealer and not to other contractors participating in the Program in general shall not be effective unless accepted by Dealer in writing.

14.9. No Agency. The Parties are independent contractors under the Agreement. Neither Party is an agent, representative or partner of the other Party. Neither Party shall have any right, power or authority to enter into any agreement of any kind for or on behalf of, incur any obligation or liability of, or otherwise bind, the other Party. The Agreement shall not be interpreted or construed to create an association, joint venture, agency, partnership, franchise, sales representative or employment relationship between the Parties or to impose any partnership obligation or liability upon either Party. Each Party shall bear its own costs and expenses in performing the Agreement.

14.10. Complete Agreement. The Agreement (including these Supplemental Dealer Terms) constitutes the complete and entire agreement between the Parties and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.

14.11. Severability. Whenever possible, each provision of the Agreement (including these Supplemental Dealer Terms) will be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of the Agreement (including these Supplemental Dealer Terms) is held to be invalid, illegal, or unenforceable in any respect under any Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but the Agreement (including these Supplemental Dealer Terms) will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.