



INNOVATIVE, ON-DEMAND AUTO FINANCING

Re: Dealer Agreement

Dear Dealer,

For your review, please find the following documents:

1. Dealer Agreement
2. Dealer Information Sheet
3. ACH Authorization (**Please return with a voided check copy**)

Please complete these documents and return the originals to Steel Lending Group at your convenience. The fields have been filled out for you, all that is required from you is to review the packet and initial each marked page as well as sign where indicated on the last page. Feel free to contact Steel Lending Group with any questions you may have regarding what has been sent to you.

Thank you for your interest in Steel Lending Group!

Dealers Initials _____



INNOVATIVE, ON-DEMAND AUTO FINANCING

Dealer Company Name: _____

Address: _____

Telephone: _____ Fax: _____

DMV Dealer Number: _____ Fed Tax ID # _____ Corporation: Y or N

DMV Service Name: _____ Telephone: _____

Bond Company Name: _____ Telephone: _____

Bank Name: _____ Telephone: _____

Bank Address: _____

Bank Account Number: _____ Bank Contact: _____

Floor Plan: Y or N

Company/Person Name: _____

Telephone: _____

Dealer Contact Person: _____ Title: _____

Co

Authorized Signature(s) to Assign Contracts to Steel Lending Group LLC

Signature	Purchase Name	Title

Required Documentation:

- Copy of Dealer Bond
- Copy of Business License (State and City, if applicable)
- Copy of Dealer License

Dealers Initials _____



INNOVATIVE, ON-DEMAND AUTO FINANCING

ACH AUTHORIZATION AGREEMENT FOR DEALERS

I, _____, authorize Steel Lending Group to deposit funding proceeds into the bank account named below. I understand that I can stop or make changes to this agreement if I notify Steel Lending Group in writing.

I also understand that Steel Lending Group and or my financial institution can also stop my participation in this service, if necessary.

Company Name:

Name as it appears on Bank Account:

Account Number:

Routing Number:

Name of Bank:

Account Holder's Name Print

Account Holder's Signature

Date

Please send is an original check on which you have written "VOID" and attach it to this form.

Dealers Initials _____



INNOVATIVE, ON-DEMAND AUTO FINANCING

AGREEMENT AND DISCLOSURE STATEMENT FOR INSTALLATION OF GPS DEVICE

IMPORTANT: READ THIS ENTIRE DOCUMENT. IT DESCRIBES THE CONSEQUENCES OF FAILING TO MAKE TIMELY PAYMENTS. YOU SHOULD CONSULT THE DEALER OR CREDITOR BEFORE SIGNING THIS DOCUMENT IF YOU DO NOT UNDERSTAND ANY OF THE TERMS OF THIS AGREEMENT AND DISCLOSURE.

Date	
Creditor Name	Steel Lending Group, LLC
Creditor Address	PO Box 1213 Eugene, OR 97440
Borrower	
Borrower	
Guarantor	
Vehicle Description	

Voluntary Election to Purchase and Consent to Device

We require the installation of a GPS tracking device in the vehicle described above as a condition of providing financing to you for purchase of the vehicle.

You are not obligated to purchase this vehicle, or obtain financing from us. You are free to purchase a vehicle or obtain vehicle financing from another source that does not require installation of a GPS tracking device.

Description of the Device: [Click or tap here to enter text.](#) ("Device")

Borrower(s) and Guarantor ("you" and "your") and Creditor ("we", "us", and "our") enter into this Agreement and Disclosure made pursuant to the motor vehicle retail installment contract ("Contract") for the purchase and financing of the vehicle identified and described above ("Vehicle"). This Agreement and Disclosure, when signed below by you and us, is incorporated into and becomes part of the Contract.

Dealers Initials _____

By signing this Agreement and Disclosure and the Contract, you acknowledge that you will have voluntarily chosen to purchase and finance the Vehicle and consent to having the Device installed in the vehicle.

BY INITIALING BELOW, you acknowledge your understanding of, and agreement to each of the terms of this Agreement and Disclosure.

Initials

_____ The Vehicle has been equipped with the Device. The Device is designed to protect our interest in the Vehicle in the event that you fail to keep your promise to make payments when due under the Contract. Subject to any cure periods and any notice required by applicable law and as described more fully below, the Device allows us to track the Vehicle if we do not receive a payment as scheduled. The Device capabilities allow us to obtain the location of the Vehicle to assist in a repossession, in the event we must take it back due to your default. The device can also help to recover the Vehicle in the event it is stolen.

_____ The Device has been installed at absolutely no cost to you. We own the Device. We will remove the Device from the Vehicle upon your request when you have satisfied all of the obligations under the Contract. To have the device removed, return with the Vehicle to the Dealer.

_____ As the owner of the Device only we or our authorized representatives are permitted to repair or perform maintenance on the Device or any of its components. You agree to make the Vehicle available to us or our authorized representatives should maintenance or repair become necessary.

If You Default

Initials

_____ You are obligated to make timely payments to us under the Contract. If we do not receive a payment from you on or before the scheduled due date, you will be in default. You also will be in default under the Contract if you tamper with, alter, disconnect or remove the Device.

_____ If you fail to cure the default, we may take any action as permitted under applicable law, including **THE RIGHT TO REPOSESS THE VEHICLE**. We will use the Device technology to locate the Vehicle for this purpose and any other purpose not prohibited by applicable law.

_____ **The Device is equipped with a starter-disabler. The Device can disable the Vehicle so that it will not start. You acknowledge that you are aware that the Device is equipped with a starter-disabler and that if you default on any of the terms of the Contract, WE MAY CHOOSE TO DISABLE THE STARTER ON THE VEHICLE SO THAT THE VEHICLE WILL NOT START, AND WE MAY CHOOSE**

Dealers Initials _____

NOT TO ENABLE THE STARTER ON THE VEHICLE UNTIL YOU HAVE CURED THE DEFAULT ON THE CONTRACT.

Rights of Assignees of the Contract

We have the right to assign our rights, title and interest in the Contract at any time. If the Contract is assigned, the holder of the Contract will have all of our rights under the Contract, including those incorporated into the Contract by this Agreement and Disclosure.

BY SIGNING BELOW, you agree to the installation of the Device and to its use until you satisfy all of the obligations under the Contract. In addition, you acknowledge that you understand how the Device works and agree that the installation and maintenance of the Device in the Vehicle is a material condition for us to provide financing for your purchase of the Vehicle, and as such, constitutes consideration for the terms of the Contract. You acknowledge and affirm that you have had any questions regarding the Device answered to your satisfaction.

BY SIGNING BELOW, you voluntarily waive any right you may have to privacy as to the location of the Vehicle, and authorize us to use the Device capabilities to locate the Vehicle if you default, or for any other purpose that is not prohibited under applicable law. You also agree to hold harmless, defend and indemnify us, our agents, employees, designees and assigns, and each of them, from all claims, demands, causes of actions, damages, costs, liabilities or losses in law or equity to property or person, suffered or sustained by you or any other person or entity arising out of or resulting from the intended use of the Device, including use of the Device to disable the starter of the Vehicle, to the fullest extent permitted by applicable law.

BY SIGNING BELOW, you acknowledge that you have been warned not to sign this document before you read it. You understand that you are entitled to receive a copy of this document.

BY SIGNING BELOW, you acknowledge and affirm that you have read this document, have received a copy of this document and that you are agreeing to all terms of the Agreement and Disclosure.

Borrower _____ **Date** _____

Borrower _____ **Date** _____

Guarantor _____ **Date** _____

Creditor _____ **Date** _____

Dealers Initials _____



INNOVATIVE, ON-DEMAND AUTO FINANCING

DEALER AGREEMENT

This Dealer Agreement (the “Agreement”) is made by and between Steel Lending Group, LLC, an Oregon limited liability corporation (the “Purchaser”), with its principal place of business located at 4710 Village Plaza Loop Suite 155 Eugene, OR 97401 and (the “Dealer”), whose principal place of business is located at

This Agreement contains the terms under which Retail Installment Sale Contracts (the “Contracts”) may be submitted by Dealer to Purchaser and sets out the rights and obligations of Purchaser and Dealer regarding the guidelines pertaining to the purchase of Contracts.

1. DEFINITIONS

- A. **Dealer.** The entity named above along with all employees, agents, subcontractors and any other authorized representative of Dealer during the term of this agreement.
- B. **Contract.** The legal document and all related and required supporting documents evidencing a validly executed Retail Installment Sale Contract between Dealer and Borrower.
- C. **Borrower(s).** The individual(s) who have purchased Collateral from Dealer and entered into a binding Contract to finance the purchase price of said Collateral over a defined period of time.
- D. **Collateral.** Personal property, usually, but not limited to, a motor vehicle such as an automobile or light truck, which is subject to a Contract and pledged as security for the Contract.
- E. **Program.** Steel Automobile Financing Program Guidelines includes the general terms and conditions set forth by Purchaser under which Purchaser agrees to purchase Contracts from Dealer. These terms and conditions may be changed from time to time at the sole discretion of Purchaser, and are not a binding part of this Agreement.
- F. **Approval.** A notification to Dealer that Purchaser has agreed, subject to verification of information supplied to Purchaser related to Contract and Borrower, to buy a specific Contract from Dealer under specific terms, conditions and stipulations set forth in the Approval. The terms, conditions and stipulations stated on the Approval are a binding part of this agreement.
- G. **Device.** A global positioning system (GPS) device provided by Purchaser to Dealer, or otherwise approved by Purchaser, that facilitates locating the Collateral and disabling the starter of said Collateral. Devices are required to be installed on each automobile and light truck that are Collateral for a

Dealers Initials _____

Contract. The Device must be tested by Dealer to confirm it is operational. The results of the required testing must be reported to Purchaser and all Contracts must include a fully executed GPS Disclosure Statement signed by Borrower(s).

- H. **Assignment.** Contracts which have received an Approval notification will be bought by Purchaser from Dealer, subject to the terms, conditions and stipulations set forth in the Approval, and only after verification of information supplied to Purchaser related to Contract and Borrower, by remitting to Dealer verified funds, in the dollar amount set forth in the Approval. In exchange, Dealer will execute a valid Assignment of the Contract to Purchaser. Purchaser may, in their sole and absolute discretion, withhold funds from said Approval and/or rescind any Approval if Dealer is not in compliance with any terms or conditions of this Agreement or if Dealer owes funds in any amount and for any reason to Purchaser.

2. TERMS, CREDIT, APPLICATION REQUIREMENTS AND STIPULATIONS

General guidelines relating to the types of Contracts which Purchaser will Approve and buy can be found in the Program provided to Dealer by Purchaser. These guidelines are NOT a part of this Agreement and are not binding on either Dealer or Purchaser and may be changed at any time, in the sole and absolute discretion of Purchaser. Each Contract will be reviewed and either be rejected or issued an Approval on its individual merits. If Purchaser agrees to buy any Contract, an Approval will be issued to Dealer subject to verification of all information provided by Dealer or Borrower(s) related to Contract and Borrower(s) creditworthiness. Any and all conditions, stipulations, recourse and requirements set forth by Purchaser on any individual Approval shall be binding on Dealer for the term of the Contract purchased under that Approval.

3. DISCOUNTS OF CONTRACTS PURCHASED

Contracts Approved by Purchaser and submitted by Dealer to Purchaser, will be bought at a discount, which may be called discount, reserve or buy fee, from the face amount (Amount Financed) of the Contract. General guidelines as to the rate of discount can be found in the Program, however, the actual discount rate will be calculated on each individual Contract and communicated to Dealer at the time the Contract is issued an Approval

4. DEVICE INSTALLATION REQUIRED

As a condition of the Approval of certain Contracts from Dealer, a Device approved by Purchaser must be installed and tested by Dealer prior to remittance of verified funds to Dealer from Purchaser. When required as a condition of the Approval, Dealer must provide to Purchaser evidence that the Device has been installed, tested and is working properly along with adequate identification information. An online record, stored in the database of the Device provider indicating the Device is working properly shall be considered adequate evidence as required.

5. REPURCHASE (BUYBACK) OF CONTRACTS BY DEALER

Certain events, conditions and criteria (the "Repurchase Reasons") may result in Purchaser requiring Dealer to repurchase a Contract from Purchaser that has been

Dealers Initials _____

previously bought by Purchaser from Dealer under this agreement. The Repurchase Reasons include, but are not limited to:

- A. Fraud or material misrepresentation, whether perpetrated by the Borrower or the Dealer or any employee or authorized agent of the Dealer in connection with the Contract and/or Approval of said Contract by Purchaser.
- B. Failure by Dealer to produce and deliver, or cause to produce and deliver, to Purchaser evidence of a perfected security interest in the name of the Purchaser, for the Collateral subject to any Contract within ninety (90) days of the date that Purchaser remits verified funds in accordance with the Approval of any Contract bought by Purchaser.
- C. Failure by Dealer to properly install and test an approved Device, when required as a condition of the Approval, and provide evidence of such installation and testing, as required under this Agreement, to Purchaser.

Purchaser will notify Dealer by fax transmission, electronic delivery or US mail, of any identified Repurchase Reasons (the "Notification").

Dealer understands and acknowledges that Purchaser has no obligation or liability to recover or otherwise deliver, or cause to recover or deliver, Collateral securing the subject Contract to Dealer.

6. AMOUNT OF REPURCHASE

The amount to be paid by Dealer to Purchaser for the repurchase of any Contract shall be an amount equal to the lesser of:

- A. The amount of funds advanced to Dealer from Purchaser to buy the subject contract; or
- B. The amount of funds advanced to Dealer from Purchaser to buy the subject contract, plus any expenses incurred by Purchaser, less any payments received by Purchaser from Borrower.

7. FAILURE BY DEALER TO REPURCHASE CONTRACTS

If, for any reason, Dealer is unable or unwilling to repurchase any Contract as required by Section 5 and Section 6 of this Agreement within ten (10) calendar days of Notification, the following will occur and continue until such time that Dealer has remitted to Purchaser all funds required by Section 6 of this Agreement.

- A. Pending future purchases will be suspended.
- B. Purchaser, in its sole and absolute discretion, may redirect and apply any funds due to Dealer from Purchaser for any reason, including but not limited to other Contract purchases, in order to reimburse the amounts owed for the Contract subject to Repurchase Reasons and Section 6 of this Agreement.

Purchaser is not required to initiate any repossession of any Collateral. Dealer may not require repossession as a condition of satisfying Dealer's obligations under Section 6 of this Agreement.

Dealer may request at Dealer's own expense, for Purchaser to assist Dealer with recovery of Collateral related to the subject Contract. Dealer acknowledges and understands that Purchaser has no obligation to fulfill the request, and has no obligation

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or liability to recover or otherwise deliver, or cause to recover or deliver, Collateral securing the subject Contract to Dealer.

8. INSURANCE

Purchaser reserves the right to require insurance in a form acceptable to Purchaser prior to remitting verified funds to Dealer for any Approved Contract. Any waiver of this requirement by Purchaser will be on a case by case basis and shall not constitute an amendment to this Section. Purchaser assumes no responsibility for any loss incurred by Dealer due to uninsured collateral prior to Purchaser's remittance of verified funds to Dealer for an Approved Contract.

Purchaser will, on a case by case basis, determine the acceptable deductible amounts for comprehensive and collision insurance, as documented on any Approval.

9. DEALER REPRESENTATIONS AND WARRANTIES

Dealer represents and warrants to Purchaser, the following, for each Contract bought by Purchaser:

- A. The Contract arose from a bona fide sale to Borrower of the property described in Contract.
- B. The property sold by Dealer to Borrower is completely and correctly described in the Contract.
- C. The property described in the Contract was actually delivered to, and accepted by, the Borrower.
- D. Dealer has furnished and installed all articles and material, has completed all necessary work relating to the property, and has paid for all materials and labor relating to such work.
- E. Except for the Contract, Dealer has marketable title to the Collateral covered by the Contract, free and clear of all claims, encumbrances and rights of third parties.
- F. Title to the Collateral is clear of all defects and Dealer has successfully perfected Purchaser's first priority security interest in the Collateral and taken all actions required for the registration and title to the Collateral to reflect this and ensure that Purchaser can successfully defend against any past, present or future claims, known or unknown, including but not limited to claims of any Bankruptcy Trustee, as of the date Contract is bought by Purchaser.
- G. Dealer can legally and properly assign the Contract and title to the Collateral to Purchaser.
- H. Borrower's statements and information supplied on the application for credit and additional information provided to Purchaser regarding Borrower's place of residence, income and employment are true and accurate.
- I. All disclosures required by law were properly made to Borrower before Contract was signed, including a quote of both the credit sale price ("Total Sale Price") and the cash price of the Collateral.
- J. The amount shown on the Contract received as "Down Payment" was actually paid in cash by Borrower, that Dealer did not assist Borrower in getting a loan for all or part of the Down Payment or any other Contract payment, that Dealer gave at least the fair market value for any trade-in, and that none of the credit shown for the trade-in value was paid by Dealer and there are no undisclosed deferred payments owed by Borrower to Dealer.

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- K. Borrower received a legible, completed copy of the Contract and all other documents regarding the transaction as required by law or regulation and transaction was conducted in a language understood by Borrower.
- L. Borrower was competent and of legal age to execute the Contract when it was signed.
- M. Borrower resides in, and title to the Collateral will be recorded in a jurisdiction that does not prohibit or inhibit Purchaser from enforcing the provisions of the Contract and pursuing all legal avenues of collections including but not limited to, the repossession of Collateral by Purchaser.
- N. Dealer is licensed and bonded as required by law.
- O. The Contract and guaranty (if any) are valid and enforceable under all applicable laws, rules, regulations.
- P. Dealer has conducted appropriate and sound due diligence confirm the true identity of the Borrower(s) and ensure that any funds paid to Dealer by Borrower were not directly or indirectly derived from activities that may contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations.

Dealer acknowledges that each representation and warranty is material to Purchaser's acceptance of each Contract. If any representation or warranty is breached or untrue, Dealer:

- A. Unconditionally guarantees full payments of the amount still unpaid (Net Payoff) by Borrower and, upon Purchaser's demand, shall repurchase the Contract in verified funds for such amount even if Borrower is not in default under the Contract, and whether or not Collateral has been delivered to Dealer; and
- B. Shall Indemnify and hold Purchaser harmless from all liabilities and expenses incurred by Purchaser at any time because of the such breach or misrepresentation.

10. DEALER CONDUCT

Dealer agrees as follows:

- A. At all times and in all transactions contemplated by this Agreement, Dealer and all of Dealer's employees and subcontractors will conduct business in compliance with all federal and state laws and regulations governing said transactions.
- B. Dealer is aware of and has implemented all necessary policies and procedures to comply with the Gramm-Leach-Bliley Act and Red Flag Rules as set forth by the applicable federal legislation and regulations.
- C. Subsequent to Assignment of Contract to Purchaser, Dealer will take no action regarding enforcement of any provision of said Contract including but not limited to repossession of Collateral.
- D. Dealer agrees to notify Purchaser within three (3) business days if Dealer, under any circumstances, comes into possession of any Collateral which is owned by, pledged to or assigned to Purchaser. Dealer further agrees to notify Purchaser if Dealer becomes aware that any such Collateral is in jeopardy or is no longer in the possession of Borrower(s).

11. DEALER BOND

Dealers Initials _____

By signing this Agreement Dealer hereby authorizes Purchaser to inquire to the status of Dealer's Bond and License at any time.

12. CONTRACT ASSIGNMENT

Contracts may be assigned only by those persons whose names are provided to Purchaser on a document granting the authority to assign Contracts and signed by an owner or officer of Dealer. In the event that a Contract is bought by Purchaser that has been signed by an employee of the Dealer who is not authorized to do so, Dealer's receipt and acceptance of payment for that Contract is conclusive acknowledgement by Dealer that the employee who has executed the assignment of the Contract for the Dealer was authorized do so.

13. ARBITRATION OF DISPUTES

Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach of the Agreement, or to the existence, validity, or scope of this Agreement, will be resolved by arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc. Judgment upon the award rendered in any arbitration may be entered in any court having proper jurisdiction.

14. COUNTERPARTS

This Agreement can be executed in any number of counterparts. Each counterpart will constitute an original document, and all counterparts together will constitute one and the same document. This Agreement can be executed by exchange of signatures via facsimile or electronic transmission.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Should legal action be required to enforce any provision of this Agreement or to collect any obligation of Dealer arising from this Agreement, the prevailing party shall be entitled to receive reasonable attorney fees and other costs, in an amount determined by the court or by an arbitrator in connection with arbitration proceedings.

16. ASSIGNMENT OF THE AGREEMENT

Dealer may not assign this Agreement to another party. In the event of a material change in Dealer's ownership, management or form of organization, all parties will remain individually and severally bound by the terms of this Agreement.

17. WAIVER OF PROVISION OF AGREEMENT

No waiver by Purchaser of any provision of this Agreement is effective unless in writing, nor will any waiver constitute a general or continuing waiver of any provision of this agreement. Waiver by Purchaser of strict performance by Dealer of any provision of this Agreement shall not be a waiver of or prejudice Purchaser's right to require strict performance by Dealer of the same provision in the future or of any other provision.

Dealers Initials _____

18. EFFECTIVE DATE OF AGREEMENT

This Agreement is effective on the date Dealer first submits a Contract to Purchaser under these terms, and is binding upon Dealer and Purchaser. Either party may terminate this Agreement by not less than ten (10) business days' written notice to the other party. However, neither party is relieved from any obligation or duty incurred before the termination, or from any obligation regarding any Contract Purchaser acquires by Assignment before the termination.

19. SEVERABILITY

If a court of competent jurisdiction should find any term or provision of the Agreement to be unenforceable or invalid, then such term or provision shall be severed from the Agreement and the remainder of the Agreement shall continue in full and effect.

20. AMENDMENTS

This Agreement may be amended and/or binding addendums issued and said amendments and addendums will be binding upon both parties when they have been duly executed and signed by both parties. No amendment or modification of this agreement shall be effective unless in writing and signed by authorized representatives of both parties.

Signature Page Follows

Dealers Initials _____

Executed this _____ Day of _____, 20_____

Dealer:

By: _____
(Signature)

(Print Name)

(Title/Representative)

By: _____
(Signature)

(Witness)

(Title/Representative)

Purchaser: Steel Lending Group, LLC

By: _____
(Signature)

(Print Name)

(Title/Representative)

Dealers Initials _____